

# City of Mt. Vernon, Iowa

<b>Meeting:</b>	<b>Mt. Vernon City Council Meeting</b>
<b>Place:</b>	<b>Mt. Vernon City Hall, 213 1<sup>st</sup> Street NW, Mt. Vernon, Iowa 52314</b>
<b>Date/Time:</b>	<b>February 20, 2024 – 6:30 PM</b>
<b>Web Page:</b>	<b>www.cityofmtvernon-ia.gov</b>
<b>Posted:</b>	<b>February 16, 2024</b>

<b>Mayor:</b>	Tom Wieseler	<b>City Administrator:</b>	Chris Nosbisch
<b>Mayor Pro-Tem:</b>	Scott Rose	<b>City Attorney:</b>	Holly Corkery
<b>Councilperson:</b>	Stephanie West	<b>Asst. City Administrator:</b>	Lori Boren
<b>Councilperson:</b>	Craig Engel	<b>Finance Dir/City Clerk:</b>	Marsha Dewell
<b>Councilperson:</b>	Mark Andresen	<b>Chief of Police:</b>	Doug Shannon
<b>Councilperson:</b>	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: 872 3066 9169
3. Password: 460999

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 – February 5, 2024 Regular Council Meeting
2. Appointing Amelia Kibbie – Mount Vernon Poet Laureate

- E. Public Hearing**

1. Public Hearing to Consider an Amendment to the Fiscal Year 2023-2024 Budget
  - i. Close public hearing – proceed to G -1
2. Public Hearing to Consider an Amendment to the Comprehensive Plan and Official Zoning Map to Rezone Certain Property from TR Traditional Residential to UC Mixed-Use Urban Corridor
  - i. Close public hearing – proceed to F -1

**F. Ordinance Approval/Amendment**

1. Ordinance #2-20-2024A: Amending the Comprehensive Plan and Official Zoning Map to Rezone Certain Property from TR Traditional Residential to UC Mixed-Use Urban Corridor
  - i. Motion to approve first reading and proceed to the second reading (Council may suspend rules and proceed to the final reading after a vote of the first reading)

**G. Resolutions for Approval**

1. Resolution #2-20-2024A: Approving the Budget Amendment for Fiscal Year 2024-2025.
2. Resolution #2-20-2024B: Setting the Salaries for the Appointed Officers and Employees of the City of Mount Vernon for Fiscal Year 2024-2025
3. Resolution #2-20-2024C: Setting Dates of a Consultation and Public Hearing on a Proposed Amendment No. 9 to the Mount Vernon Urban Renewal Plan in the City of Mount Vernon, State of Iowa

**H. Mayoral Proclamation**

1. None

**I. Old Business**

1. Approval of Cigarette License – Smoke Shope and Vape *(tabled on February 5, 2024)*

**J. Motions for Approval**

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Setting a Public Hearing Date and Meeting Time for the Proposed Property Tax Levy for the City of Mount Vernon – Council Action as Needed
3. Discussion and Consideration of Master Agreement for Law Enforcement Unit with Chauffeurs, Teamsters and Helpers Local Union No. 238 – Council Action as Needed
4. Discussion and Consideration of Master Agreement for Public Services Unit with Chauffeurs, Teamsters and Helpers Local Union No. 238 – Council Action as Needed
5. Discussion and Consideration of Change Order #14 – Police Station Renovations – Council Action as Needed
6. Discussion and Consideration of Change Order #15 – Police Station Renovations – Council Action as Needed
7. Discussion and Consideration of Annual Police Vehicle Purchase – Council Action as Needed
8. Discussion and Consideration of Water's Edge Design Contract – Pool Renovations – Council Action as Needed
9. Discussion and Consideration of Recommended Revisions to the Parks and Recreation Master Plan – Council Action as Needed
10. Discussion and Consideration of ECICOG Contract for Zoning Code Review Related to ADU (Accessory Dwelling Units) – Council Action as Needed
11. Discussion and Consideration of Emergency Repairs to Well #7 – Council Action as Needed

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

1. Mt. Vernon/Lisbon Police Report
2. Mt. Vernon Public Works Report
3. Mt. Vernon Parks and Rec Report
4. Mt. Vernon Planning and Zoning Report
5. Cole Library Report

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

1. City Council Health Insurance

**M. Reports of Mayor/Council/Administrator**

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

**N. Adjournment**

Pursuant to §21.4(2) of the Code of Iowa, the City has the right to amend this agenda up until 24 hours before the posted meeting time.

**If anyone with a disability would like to attend the meeting, please call City Hall at 895-8742 to arrange for accommodations.**

## **D. Consent Agenda**



The Mount Vernon City Council met February 5, 2024, at City Hall, 213 1<sup>st</sup> Street NW, Mount Vernon, IA. A Zoom option was available. The following Council members were present: Rose, Tuerler, Andresen, West and Engel.

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

**Agenda Additions/Agenda Approval.** West requested the Cigarette Permit for Smoke Shope and Vape be tabled until further explanation and research can be completed. Motion made by West, seconded by Rose to approve the Agenda as amended. In favor: West, Rose, Engel and Andresen. Opposed: Tuerler. Motion carries.

**Consent Agenda.** Motion made by Tuerler, seconded by Rose to approve the Consent Agenda as amended. Motion carries.

Approval of City Council Minutes – January 17, 2024 Regular Council Meeting

Approval of Liquor License – Scorz Bar & Grill

Approval of Liquor License – Bigs BBQ & Brew Pub

Approval of Cigarette Permit – Smoke Shope and Vape (*tabled*)

### Old Business

Discussion and Consideration of Additional Derecho Cleanup Expenses – Council Action as Needed. Staff was originally given quotes from Miene Septic for grinding the current brush pile, tromeing what was left over from the prior compost pile and cleanup of the Derecho pile. The contractor was very low in the estimation of time it would take to complete everything, therefore the cost ended up being much higher. Miene Septic has confirmed the amount for the additional Derecho expenses and staff is recommending approval of that payment. Motion made by West, seconded by Rose to approve Additional Derecho Cleanup Expenses not to exceed \$47,000.00. Motion carries.

### Motions for Approval

Consideration of Claims List – Motion to Approve. Motion made by Tuerler, seconded by Engel to approve the Claims List. Motion carries.

PAYROLL	CLAIMS	109,166.99
MIENE SEPTIC SERVICE	TROMMEL SERVICES-SW	46,662.50
LINN COUNTY SHERIFF	DISPATCH FEE-PD	22,003.58
WOODCRAFTERS	SHELVING/CABINETS-PD CONST	10,950.00
LINN CO-OP OIL CO	FUEL-PW	8,282.80
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	5,500.71
ALLIANT ENERGY	ENERGY USAGE-SEW	5,485.33
MOTOROLA SOLUTIONS INC	ANNUAL CLOUD STORAGE-PD	5,445.00
VEENSTRA & KIMM INC	2022 SANI SEWER INVESTIGATION	4,061.41
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	2,640.00
AHLERS & COONEY P.C.	LEGAL FEES-P&A	1,902.00
RICKARD SIGN AND DESIGN CORP	VEHICLE SIGNS-PD	1,637.00
KIECKS	UNIFORMS-PD	1,457.00
ADVANTAGE ARCHIVES	MICROFILMING-MVHPC	1,390.50
LINDER TIRE SERVICE	TIRES-RUT	1,292.72

EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	1,202.27
AHLERS & COONEY P.C.	LEGAL FEES-P&A	1,115.00
VEENSTRA & KIMM INC	COTTONWOOD LMI PROJECT	1,059.00
ALLIANT ENERGY	ENERGY USAGE-WAT	1,014.67
MUNICIPAL MGMT CORP	LEAK DETECTION-WAT	1,000.00
STARNET TECHNOLOGIES	LIFT STATION ALARM SERV-SEW	960.00
MOUNT VERNON BANK & TRUST CO	NSF CHECK-LBC	775.00
VEENSTRA & KIMM INC	PW STORAGE BLDGS	765.00
AMERICAN RED CROSS	TRAINING-POOL	722.00
ALLIANT ENERGY	ENERGY USAGE-PD	715.39
VEENSTRA & KIMM INC	HWY 1 RECONSTRUCTION	660.00
VEENSTRA & KIMM INC	NPDES COMPLIANCE	640.00
CAMPBELL SUPPLY CEDAR RAPIDS	EQUIP-WAT	616.23
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-P&A	593.35
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	575.27
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	502.00
AMAZON CAPITAL SERVICES	GLOVES-PW	441.00
MEDIACOM	PHONE/INTERNET-P&A	424.31
SPEER FINANCIAL INC	MSRB FILING FEE-P&A	375.00
H & H FUN RIDES	MARKETING-LBC	350.00
POSTMASTER	ANNUAL PERMIT FEE-ALL DEPTS	320.00
P&K MIDWEST INC	EQUIP MAINT-RUT	297.14
VEENSTRA & KIMM INC	LBC GENERATOR	289.50
CITY LAUNDERING CO	SERVICES-LBC	253.92
ALLIANT ENERGY	ENERGY USAGE-SEW	251.53
FIRE SERVICE TRAINING BUREAU	TRAINING-FD	250.00
STAPLES INC	SUPPLIES-PD	245.39
CENTRAL IOWA DISTRIBUTING	SUPPLIES-P&A	245.00
CALIBRE PRESS	TRAINING-PD	199.00
CITY LAUNDERING CO	SERVICES-LBC	197.20
VEENSTRA & KIMM INC	DAVIS PARK BALLFIELD LIGHTING	193.00
ALLIANT ENERGY	ENERGY USAGE-WAT	190.97
IACP	DUES-PD DAUBS	190.00
PRESTO-X	PEST CONTROL-PD	187.10
IIMC	ANNUAL DUES-ALL DEPTS	185.00
AMAZON CAPITAL SERVICES	LOCK BOX-CITY HALL	179.99
AHLERS & COONEY P.C.	LEGAL FEES-P&A	147.50
DIESEL TURBO SERVICES INC	VEHICLE MAINT-RUT	139.23
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	135.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-LBC	130.38
HENDERSON PRODUCTS INC	VEHICLE MAINT-RUT	125.71
STAPLES INC	BATTERY-PD	114.99
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	111.55
PROFESSIONAL WINDOW CLEANING	WINDOW CLEANING-CITY HALL	107.00
LOU'S GLOVES	GLOVES-SEW	106.00
MID STATES ORGANIZED CRIME	MEMBERSHIP-PD	100.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-PD	99.00
THOMAS M WIESELER	TRAINING/MILEAGE-P&A	95.06
CEDAR RAPIDS HEARING CENTER	HEARING TEST-PD	95.00
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT,SEW,GB	92.82
AFFORDABLE HEATING & COOLING	HVAC MAINT-VC	90.00
CITY LAUNDERING CO	SERVICES-P&A	79.69
CITY LAUNDERING CO	SERVICES-P&A	79.69
ST LUKE'S WORK WELL SOLUTIONS	DRUG TESTING-PW	70.00

CENTURY LINK	PHONE CHARGES-PD	64.68
ALLIANT ENERGY	ENERGY USAGE-P&REC	64.62
ECHECK.NET FUNDING	REFUND-LBC	63.13
MENARDS	SUPPLIES-PD	53.90
AMAZON CAPITAL SERVICES	SUPPLIES-P&A	51.76
IOWA ONE CALL	LOCATES-WAT,SEW	49.50
STAPLES INC	SUPPLIES-PD	48.49
ALLIANT ENERGY	ENERGY USAGE-SIRENS	45.49
THOMPSON TRUCK & TRAILER INC	VEHICLE MAINT-RUT	40.74
MELINDA SNYDER	INSTRUCTOR-LBC	40.00
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT,SEW,GB	39.09
ALLIANT ENERGY	ENERGY USAGE-SW	29.76
ALLIANT ENERGY	ENERGY USAGE-CEM	20.38
FUTURE LINE TRUCK EQUIPMENT	BOLT KIT-SEW	18.00
AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	16.99
AMAZON CAPITAL SERVICES	SUPPLIES-PD	16.46
<b>TOTAL</b>		<b>248,639.38</b>

**FUND EXPENSE TOTALS**

PAYROLL	109,166.99
SOLID WASTE	49,441.85
GENERAL FUND	43,998.73
SEWER FUND	11,929.74
POLICE STATION CONSTRUCTION	10,950.00
WATER FUND	7,342.04
ROAD USE TAX FUND	5,538.84
ARPA LINN COUNTY GRANT	4,061.41
LBC	2,995.19
COTTONWOOD LMI PROJECT	1,059.00
PW COLD STORAGE	765.00
HWY 1 RECONSTRUCTION	660.00
LOST III COMMUNITY CENTER	289.50
STORM WATER FUND	248.09
DAVIS PARK IMPROVEMENTS	193.00
<b>TOTAL</b>	<b>248,639.38</b>

Discussion and Consideration of Setting a Public Hearing Date for Budget Amendment #1 to the FY 2023-2024 Budget for February 20, 2024. Council Action as Needed. Motion made by Rose, seconded by Andresen to set the public hearing date for February 20, 2024. Motion carries.

Discussion and Consideration of Change Order #12 – Police Station Renovations – Council Action as Needed. Change order #12 is in the amount of \$3,787.15 and is for replacement of an old exterior door with a new insulated door with a slot window. The new contract amount with Septagon is \$1,170,053.52. Motion made by Tuerler, seconded by West to approve Change Order #12-Police Station Renovations. Motion Carries.

Discussion and Consideration of Change Order #13 – Police Station Renovations – Council Action as Needed. Change order #13 is in the amount of \$9,069.15 and is for new acoustic ceiling tiles in areas that were not originally part of the contract. The new contract amount with Septagon is \$1,179,122.67.

Motion made by Rose, seconded by Andresen to approve Change Order #13-Police Station Renovations. Motion Carries.

Discussion and Consideration of Pay Application #1 – Davis Park Ballfield Lighting – Council Action as Needed. Motion made by Rose, seconded by Andresen to approve Pay Application #1 to Ardent Lighting Group LLC in the amount of \$91,010.00. Motion carries.

Discussion and Consideration of Engagement Letter with Ahlers Cooney for Amendment No. 9 (Pool Renovations) to the Mount Vernon Urban Renewal Plan – Council Action as Needed. Ahlers Cooney (Bond Attorney) will be preparing Amendment No. 9 to the Mount Vernon Urban Renewal Plan for the Mount Vernon Urban Renewal Area in accordance with Iowa Code Chapter 403. Motion made by Tuerler, seconded by West to approve the Engagement Letter with Ahlers and Cooney, Amendment No. 9 to the Mount Vernon Urban Renewal Plan. Motion carries.

### **Discussion Items (No Action)**

Mayor: The Mount Vernon Community Betterment Foundation had their first meeting on January 25, 2024. This is President Garner and his wife's contributions towards establishing a community foundation. This is a new initiative, and the process is moving forward with good representation from the community. There will be a clarifying engagement meeting in April 2024 to determine the rules on how the foundation will operate as a group. The Mount Vernon Community Betterment Foundation will then begin working with non-profits that have an interest in looking for grant opportunities from the Foundation in which the decisions will be made in July at the end of the fiscal year.

Mayor: The mayor met with a representative from the Iowa Department of Public Health at the University of Iowa about the Disaster PrepWise program which helps individuals and families develop tailored disaster management plans before a disaster or emergency situation happens. Staff at the Iowa Department of Public Health at the University of Iowa will perform an hour interview with families to assist in determining a plan in emergency situations. This initiative could be beneficial for 55+ communities and encourage having plans in place should emergency or disaster situations arise. The mayor is looking at different ways to educate citizens about this program.

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

Mayor's Report: See *Discussion Items*

Committee Report: Councilmember Engel gave an update on the Mount Vernon-Lisbon childcare group. The group has gained momentum over the past year and a half. One of the first initiatives for the group was to apply and receive a matching grant in which the group was able to award childcare agencies additional funding to pay their staff as an initiative to continue to make them feel good about their role in childcare currently and a potential profession in the future. Karen Kowal, head of the Linn County Resiliency Office met with the group this past week to discuss childcare in Mount Vernon and use her resources for long term childcare solutions. The group asked the new superintendent to be a part of this group moving forward.

Councilmember Andresen reported on the Streetscape Stakeholder group met last week – more to come as we move forward with this project.

City Administrator's Report. Full report can be found on the city website under the February 5, 2024 Council Packet.

As there was no further business to attend to, the meeting adjourned, the time being 7:07 p.m., February 5, 2024.

Respectfully submitted,  
Lori Boren  
Assistant City Administrator



February 2024

TO: Mount Vernon City Council  
Chris Nosbisch, MV City Administrator

FROM: Tiffany Carr, President [tiffanvacarr@gmail.com](mailto:tiffanvacarr@gmail.com)  
Mount Vernon Area Arts Council (MVAAC)

**RE: Extension of Poet Laureate term**

At its February 7 meeting, the Mount Vernon Area Arts Council (MVAAC) voted to extend Mount Vernon Poet Laureate Amelia Kibbie's tenure by one year – through calendar year 2024. Mrs. Kibbie hopes the extension will provide her the time to implement new projects as well as encourage other writers to apply for the position next term!

As MVAAC's partner in this program, we hope you are as pleased with the Poet Laureate program as we are and look forward to another year.

Should you have questions or comments, do not hesitate to contact me or any member of the MVAAC board of directors. Thanks for supporting the Poet Laureate Program!

## **E. Public Hearing**

**AGENDA ITEM # E – 1 & G - 1**

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

<b>DATE:</b>	February 20, 2024
<b>AGENDA ITEM:</b>	Public Hearing – FY 24 Budget Amendment
<b>ACTION:</b>	Motion to Close

**SYNOPSIS:** This amendment will account for a majority of the bond proceeds, along with rising costs of goods and services. In the amendment, new revenue will exceed new expenses by \$2,510,000.

**BUDGET ITEM:** All

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** See Resolution #2-20-2024A

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/16/2024



**AGENDA ITEM # E – 2 & F - 1**

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

<b>DATE:</b>	February 20, 2024
<b>AGENDA ITEM:</b>	Public Hearing – Rezoning of New Fire Station
<b>ACTION:</b>	Motion

**SYNOPSIS:** The Council recently approved a public use overlay designation for the new fire station, however the underlying zoning classification remained residential. The overlay is designed to allow public buildings in all base zoning classifications throughout the city. The drawback to the overlay district is that it keeps the base zoning requirements intact. Signage, setbacks and other zoning requirements must adhere to the regulations established in Traditional Residential. The Fire Department would like to erect additional signage on the property and will need to change the base zoning classification to UC Urban Corridor. The property adjacent (east) of the fire station is designated as UC so this would be considered a natural extension of the zoning district.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** See Ordinance #2-20-2024A

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/16/2024

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

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

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

### **ORDINANCE #2-20-2024A**

#### **AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN AND OFFICIAL ZONING MAP TO REZONE CERTAIN PROPERTY FROM TR TRADITIONAL RESIDENTIAL TO UC MIXED-USE URBAN CORRIDOR**

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

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

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

#### **Legal Description:**

Lot 2 of Washington Square 2<sup>nd</sup> Addition to the City of Mount Vernon, Iowa

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

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

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

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

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

SECTION 7. SEVERABILITY CLAUSE. In any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

Approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Thomas M. Wieseler - Mayor

\_\_\_\_\_  
Marsha Dewell – City Clerk

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

\_\_\_\_\_  
Marsha Dewell, City Clerk

**PLANNING & ZONING COMMISSION**  
**January 31, 2024**  
**STAFF REPORT**  
Prepared by: Leigh Bradbury, City Planner

**AGENDA ITEM:                    Rezoning of Washington Square 2<sup>nd</sup> Addition, Lot 2**

**Current Zoning:**                    Base:            Traditional Residential (TR)  
    Overlay:        Public Use (P)

**Requested Action:**                Rezoning to Urban Corridor (UC) w/ Public Use (P)

**Applicant / Owner:**                City of Mount Vernon

**Size:**                                    1.25 acres

**Location:**                              Washington Square, 2<sup>nd</sup> Addition Lot 2 / 606 2<sup>nd</sup> Ave SW

**Background Information:** This parcel was acquired by the City of Mount Vernon in 2010 for construction of a new fire station in order to accommodate the need for additional space and site constraints at the First Street location. Safety Services was (and still is) a qualified Conditional Use within the existing zoning of Traditional Residential. A Public Use Overlay was later approved by City Council in 2022

The parcel is also immediately adjacent to the Urban Corridor (UC) zoning district on Hwy 1, which extends north from Palisades Road to 3<sup>rd</sup> Avenue South. The UC was established to establish specific design standards in the area which were more accommodating to the mixed-use character of commercial, residential and professional offices.

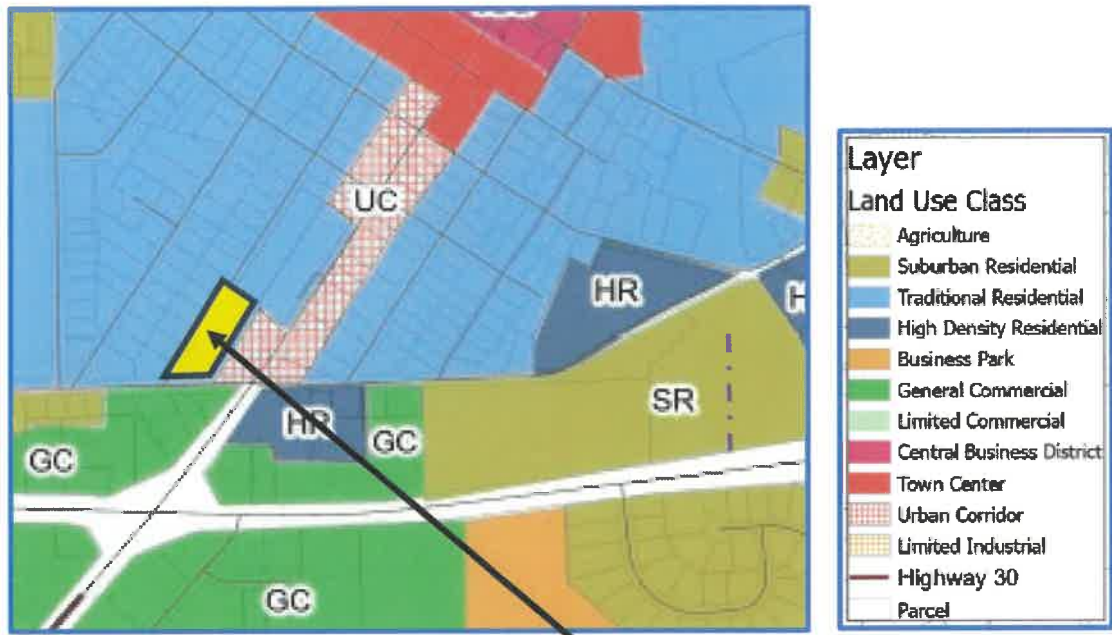
The City of Mount Vernon is requesting rezoning of the Fire Station parcel from Traditional Residential (TR) to Urban Corridor (UC) at this time. The Public Use Overlay (P) will remain in effect.

**Analysis:** It is in the public interest to continue utilizing this location for the provision of public services. With this consideration, rezoning the parcel to Urban Corridor is appropriate at this time.

**Action Required:**

- Rezoning of Washington Square, 2<sup>nd</sup> Addition Lot 2 to Urban Corridor with preservation of the Public Use Overlay, with recommendation for City Council approval.
  
- Amendment of the City of Mount Vernon Zoning Map

**Next Step:** Council holds a public hearing and acts on the proposed rezoning and amendment.



**Fig. 1** City of Mount Vernon Zoning Map - Washington Square 2<sup>nd</sup> Addition, Lot 2 – Proposed for Rezoning



**Fig. 2** Mount Vernon Fire Station @ 606 2<sup>nd</sup> Ave SW

## **G. Resolutions for Approval**

RESOLUTION #2-20-2024A

RESOLUTION APPROVING THE CITY OF MOUNT VERNON BUDGET AMENDMENT  
FOR FISCAL YEAR 2023-2024.

WHEREAS, the City of Mount Vernon, Iowa is responsible to approve and certify an annual operating budget, and

WHEREAS, the City Council of the City of Mount Vernon, Iowa is required to stay with the budgetary requirements set forth by the Department of Management with the State of Iowa, and

WHEREAS, the City Council of the City of Mount Vernon, Iowa hereby acknowledged the necessity for a budget amendment to stay within the State's requirements, and

WHEREAS, the City Council of the City of Mount Vernon hereby acknowledges the attached Budget Amendment Sheet to be accurate and final,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, IOWA, that effective upon receipt of this resolution by the State of Iowa Department of Management and the Linn County Auditor, that the fiscal year 2023 – 2024 budget amendment for the City of Mount Vernon be approved.

RESOLVED this 20<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Thomas M. Wieseler, Mayor

ATTEST:

\_\_\_\_\_  
Marsha Dewell, City Clerk



**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**

City of MOUNT VERNON  
Fiscal Year July 1, 2023 - June 30, 2024

The City of MOUNT VERNON will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024

**Meeting Date/Time:** 2/20/2024 06:30 PM

**Contact:** Marsha Dewell, City Clerk

**Phone:** (319) 895-8742 ext: 103

**Meeting Location:** Mount Vernon City Hall  
213 1st Street NW  
Mount Vernon, IA 52314

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	1,926,655	0	1,926,655
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	1,926,655	0	1,926,655
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,149,271	0	1,149,271
Other City Taxes	6	1,131,562	0	1,131,562
Licenses & Permits	7	23,275	-10,000	13,275
Use of Money & Property	8	279,730	0	279,730
Intergovernmental	9	1,584,868	0	1,584,868
Charges for Service	10	3,155,425	0	3,155,425
Special Assessments	11	0	0	0
Miscellaneous	12	145,710	-25,000	120,710
Other Financing Sources	13	1,250,000	3,340,000	4,590,000
Transfers In	14	2,628,450	1,370,000	3,998,450
<b>Total Revenues &amp; Other Sources</b>	<b>15</b>	<b>13,274,946</b>	<b>4,675,000</b>	<b>17,949,946</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Public Safety	16	1,575,198	275,000	1,850,198
Public Works	17	552,517	100,000	652,517
Health and Social Services	18	0	0	0
Culture and Recreation	19	882,855	150,000	1,032,855
Community and Economic Development	20	347,700	15,000	362,700
General Government	21	703,863	40,000	743,863
Debt Service	22	1,555,000	0	1,555,000
Capital Projects	23	5,316,200	0	5,316,200
Total Government Activities Expenditures	24	10,933,333	580,000	11,513,333
Business Type/Enterprise	25	2,748,295	215,000	2,963,295
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>13,681,628</b>	<b>795,000</b>	<b>14,476,628</b>
Transfers Out	27	2,628,450	1,370,000	3,998,450
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>16,310,078</b>	<b>2,165,000</b>	<b>18,475,078</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>-3,035,132</b>	<b>2,510,000</b>	<b>-525,132</b>
Beginning Fund Balance July 1, 2023	30	6,672,584	0	6,672,584
<b>Ending Fund Balance June 30, 2024</b>	<b>31</b>	<b>3,637,452</b>	<b>2,510,000</b>	<b>6,147,452</b>

**Explanation of Changes:** Overall, budgeted revenue has increased mainly due to higher bond proceeds. Overall, budgeted expenses increased due to rising costs. The increase in budgeted revenue exceeds the increase in budgeted expenses by \$2,510,000.

**AGENDA ITEM # G - 2**

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

<b>DATE:</b>	February 20, 2024
<b>AGENDA ITEM:</b>	Resolution #2-20-2024B – Setting Salaries
<b>ACTION:</b>	Motion

**SYNOPSIS:** Staff is recommending across the board increases of 5% beginning July 1, 2024 for all non-bargaining staff. This increase mirrors the newly adopted bargaining agreements. One deviation from the 5% increase is found in my salary. During the approval of raises last fiscal year, the Mayor recommended a salary increase of \$8,000 per year for FY 24 and FY 25 for the City Administrator. I will defer any conversation on that topic to the Mayor.

**BUDGET ITEM:** All

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #2-20-2024B

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/16/2024

**RESOLUTION #2-20-2024B**

**RESOLUTION SETTING THE SALARIES FOR THE APPOINTED OFFICERS AND  
EMPLOYEES OF THE CITY OF MT. VERNON FOR FISCAL YEAR 2024-2025.**

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

SECTION 1. The following persons and positions shall be paid salaries or wages indicated and the City Clerk is authorized to issue warrants less legally required authorized deductions from the amounts set out below, bi-weekly or monthly; and make such contributions to IPERS and FICA and other purposes as required by law or authorization of the Council, subject to audit and review by the City Council:

Police:	Current	Effective July 1, 2024
Shannon, Doug	\$105,201.52	\$110,461.60
Public Works:		
Downs, Eldon	\$ 87,126.40	\$ 91,482.72
Volkov, Alex	\$ 87,122.21	\$ 91,478.32
Administration:		
Nosbisch, Chris	\$125,290.67	\$133,290.67
Boren, Lori	\$ 92,925.04	\$ 97,571.29
Dewell, Marsha	\$ 88,280.73	\$ 92,694.77
Bradbury, Leigh	\$ 53,690.00	\$ 56,374.50
Joe Jennison	\$ 57,229.87	\$ 60,091.36
Parks, Recreation & Pool:		
Siders, Matt	\$ 79,272.70	\$ 83,236.34
Boots, Sarah	\$ 58,542.75	\$ 61,469.89
Katey Forrest	\$ 44,449.13	\$ 46,671.59
Fire:		
Goodlove, Nathan	\$ 17,811.88	\$ 18,702.47
Boren, Derek	\$ 5,708.94	\$ 7,494.39
Buster, Jacob	\$ 1,141.90	\$ 7,494.39

This Resolution shall be effective as of the first pay date in July.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Thomas M. Wieseler, Mayor

ATTEST:

\_\_\_\_\_  
Marsha Dewell, City Clerk/Finance Director

**AGENDA ITEM # G - 3**

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

**DATE:** February 20, 2024

**AGENDA ITEM:** Resolution #2-20-2024C – Setting Public Hearing

**ACTION:** Motion

**SYNOPSIS:** This is the time to set the public hearing date for amendment #9 to the urban renewal plan. The plan is being amended to allow for the use of TIF (tax increment financing) dollars to be used to repay bonds for the pool renovations. The public hearing for this amendment will take place on Monday, March 18, 2024 at 6:30 p.m.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #2-20-2024C

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/16/2024

February 20, 2024

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

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 9 TO THE MOUNT VERNON URBAN RENEWAL PLAN IN THE CITY OF MOUNT VERNON, STATE OF IOWA", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION SETTING DATES OF A CONSULTATION AND  
A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 9  
TO THE MOUNT VERNON URBAN RENEWAL PLAN IN THE  
CITY OF MOUNT VERNON, STATE OF IOWA

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. 8 adopted in 2023; 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.

AMENDMENT NO. 8

No land was added or removed by Amendment No. 8.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 9 to the Plan ("Amendment No. 9" or "Amendment"), a copy of which has been placed on file for public inspection 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, 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. 9 adds no new land to the Urban Renewal Area; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 9 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 9 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 9 required by Section 403.5(2), Code of Iowa, as amended, shall be held on February 28, 2024, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, at 2:00 P.M., and the City Administrator, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 9, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF MOUNT VERNON, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 9 TO THE MOUNT VERNON URBAN RENEWAL PLAN FOR THE CITY OF MOUNT VERNON, STATE OF IOWA

The City of Mount Vernon, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 2:00 P.M. on February 28, 2024, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon concerning a proposed Amendment No. 9 to the Mount Vernon Urban Renewal Plan for the Mount Vernon Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment. Note that the Amendment includes an analysis of alternative development options and funding for public building(s) and why such options are less feasible than the proposed urban renewal project(s).

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Administrator, or his delegate, as the designated representative of the City of Mount Vernon, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 9 to the Mount Vernon Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Mount Vernon, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Mount Vernon, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 9 before the City Council at its meeting which commences at 6:30 P.M. on March 18, 2024, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Mount Vernon-Lisbon Sun, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL  
OF A PROPOSED AMENDMENT NO. 9 TO THE MOUNT  
VERNON URBAN RENEWAL PLAN FOR AN URBAN  
RENEWAL AREA IN THE CITY OF MOUNT VERNON, STATE  
OF IOWA

The City Council of the City of Mount Vernon, State of Iowa, will hold a public hearing before itself at its meeting which commences at 6:30 P.M. on March 18, 2024 in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, to consider adoption of a proposed Amendment No. 9 to the Mount Vernon Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Mount Vernon, State of Iowa.

The Mount Vernon Urban Renewal Area is legally described as follows:

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:

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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.

AMENDMENT NO. 8

No land was added or removed by Amendment No. 8.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Mount Vernon, Iowa.

The City of Mount Vernon, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides

that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 9 would add to and/or update the list of proposed projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Mount Vernon, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Mount Vernon, State of Iowa

(End of Notice)



Section 5. That the proposed Amendment No. 9, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 9 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 20<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

**AMENDMENT #9**

**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 #9 - 2024**

**AMENDMENT #9  
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, 2022, and 2023, and is being further amended by the adoption of this Amendment No. 9 to the Plan (“Amendment” or “Amendment No. 9”) 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. 9)**

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. 9 include:

1. **Public Improvements:** The City is considering making improvements to the City swimming pool and associated facilities. These improvements will include, but are not limited to, a renovation to the basin, pool heater replacement, apparatus replacement and ADA upgrades. The improvements are estimated to cost approximately \$2,000,000 - \$2,500,000 and will be completed between 2024 and 2027. The improvements are quality of life improvements that are anticipated to help contain blighting influences and encourage employers and employees to locate and remain in the City and surrounding community.
2. **Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning:**

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to Exceed \$4,000

**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. 9) 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	\$2,004,000 - \$2,504,000  This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

<p>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. 9) as described above will be approximately as stated in the next column:</p>	
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**PUBLIC BUILDING ANALYSIS**

The swimming pool project described above involves one or more “public buildings” as defined in Iowa Code 403.5(2)(b)(1). If this project is ultimately approved by the City, the City intends to finance a portion of the cost of the project through tax increment financing. For the costs of this project to be paid with tax increment funds, the City proposes to advance the costs from existing City funds or issue general obligation bonds and either repay the City funds or abate a part of the principal and interest payments utilizing available incremental tax revenues within the Area, if available. Specifically, under these circumstances, Iowa law requires an analysis of alternative development options and funding for the projects and reasons why such options would be less feasible than the use of incremental tax revenues for the projects.

This facility is an important quality of life amenity in the City, the Urban Renewal Area, and surrounding municipalities and school districts. Using tax increment financing dollars to pay for the renovation and equipping of this public building is a fair and rational way to fund this urban renewal project.

Alternative development and funding options for a potential public building project in the Urban Renewal Area would be for the City to go through a process that could result in the issuance of general obligation bonds to fund the project, resulting in the entire cost for the facility to be borne by City residents. This option is arguably less feasible than the use of TIF funds because there would be no contribution of tax increment revenues from affected school districts and Linn County. Because the public facility listed in this Amendment will benefit Linn County residents/taxpayers and school patrons/taxpayers who utilize the facility, the use of tax increment is the most appropriate funding mechanism because it is fair for the school districts and the county to share in the costs for the project. The project demonstrates regional benefits, not only because the project would benefit more than just City residents, but because renovating the public facility will add to the quality of life for residents of surrounding cities as well and will promote development in this area of the City, thus increasing the property tax base, thereby benefiting the City, school and county. The City also intends to consider the use of other funding sources, such as state, federal, and/or local grants, and private donations, but does not anticipate these sources being sufficient to cover the costs of the project.

In conclusion, for all the foregoing reasons, alternative options for funding of the urban renewal project described above are less feasible than the use of incremental taxes.

**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 Subchapter 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 #9 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.

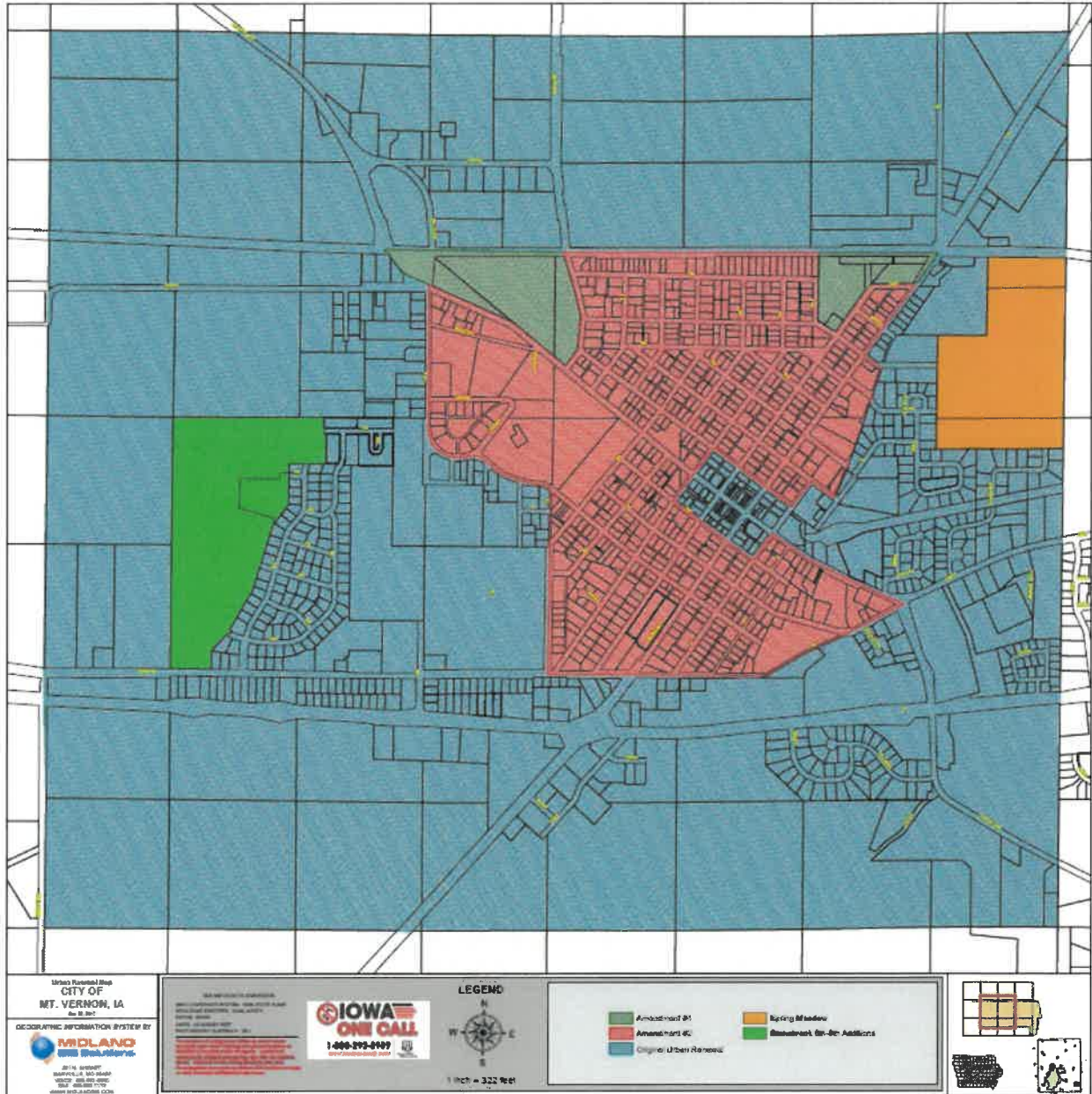
If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Urban Renewal Plan as a whole or the previous amendments to the Urban Renewal Plan, or any part of the Urban Renewal Plan or Amendment 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 6<sup>th</sup>-9<sup>th</sup> Additions



02301252\13932-045

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF LINN )

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

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

\_\_\_\_\_  
City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF MOUNT VERNON, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 9 TO THE MOUNT VERNON URBAN RENEWAL PLAN FOR THE CITY OF MOUNT VERNON, STATE OF IOWA

The City of Mount Vernon, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 2:00 P.M. on February 28, 2024, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon concerning a proposed Amendment No. 9 to the Mount Vernon Urban Renewal Plan for the Mount Vernon Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment. Note that the Amendment includes an analysis of alternative development options and funding for public building(s) and why such options are less feasible than the proposed urban renewal project(s).

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Administrator, or his delegate, as the designated representative of the City of Mount Vernon, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 9 to the Mount Vernon Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Mount Vernon, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Mount Vernon, State of Iowa

(End of Notice)

Instructions for the Certificate of Mailing of Notices  
IMPORTANT

**All three of the following documents must be signed, dated, and MAILED to the taxing entities and attached to the Certificate of Mailing of Notices that should be immediately returned to our office:**

- 1) The single page entitled "Notice of a Consultation" AND
- 2) The 4 page document entitled "Notice of Public Hearing" AND
- 3) The entire resolution with the Amendment attached. (The Notice of a Consultation and the Notice of Public Hearing will be repeated in this document, but you will need to **mail** all three of the documents to the affected taxing entities.)

Make sure to address the envelopes to the County and the public school district(s) in the Urban Renewal Area as follows:

"Board of Supervisors of Linn County, c/o County Auditor"; and

"Mount Vernon Community School District, c/o President or Secretary of the Board of Directors."

Note: If we don't receive this Certificate (with attachments) back ASAP after it is mailed, we will not be able to determine that the appropriate notices have been sent to start the Amendment process.

CERTIFICATE OF MAILING OF NOTICES OF  
CONSULTATION AND HEARING

I, the undersigned, City Clerk of the City of Mount Vernon, State of Iowa, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, I caused there to be deposited and mailed in the United States mail at Mount Vernon, Iowa, properly stamped and addressed, a copy of the following-described notices, each in the form attached hereto, to each school district, county or city, as applicable, which levied or certified for levy a property tax on any portion of the taxable property located within the Mount Vernon Urban Renewal Area, as amended by Amendment No. 9, in the fiscal year beginning prior to the calendar year in which the Amendment was submitted to the City Council for approval:

- 1) NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF MOUNT VERNON, STATE OF IOWA, AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 9 TO THE MOUNT VERNON URBAN RENEWAL PLAN FOR THE CITY OF MOUNT VERNON, STATE OF IOWA; AND
- 2) NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A PROPOSED AMENDMENT NO. 9 TO THE MOUNT VERNON URBAN RENEWAL PLAN FOR AN URBAN RENEWAL AREA IN THE CITY OF MOUNT VERNON, STATE OF IOWA.
- 3) RESOLUTION SETTING DATES FOR CONSULTATION AND PUBLIC HEARING WITH AMENDMENT ATTACHED AS EXHIBIT 1.

The affected taxing entities and their mailing addresses are as follows:

Mount Vernon Community School  
District  
c/o Secretary or Board President  
\_\_\_\_\_  
\_\_\_\_\_  
(Insert address)

Board of Supervisors of Linn County  
\_\_\_\_\_  
c/o Linn County Auditor  
\_\_\_\_\_  
\_\_\_\_\_  
(Insert address)

Note: Community College is not an "affected taxing entity" as of 7/1/2012.

Note: The City has confirmed that the above school(s) and county(ies) are the only entities within the entire urban renewal area, as amended. If this is not correct, the notices and resolution must be sent to **all** schools and counties within the **entire** urban renewal area, as amended.

WITNESS my hand and the seal of the City at Mount Vernon, Iowa, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Mount Vernon, State of  
Iowa

(SEAL)

**Attach copies of the items listed above, that were mailed to  
this Certificate and send the Certificate and attachments  
to Ahlers & Cooney, P.C.**

02305497\13932-045

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL  
OF A PROPOSED AMENDMENT NO. 9 TO THE MOUNT  
VERNON URBAN RENEWAL PLAN FOR AN URBAN  
RENEWAL AREA IN THE CITY OF MOUNT VERNON, STATE  
OF IOWA

The City Council of the City of Mount Vernon, State of Iowa, will hold a public hearing before itself at its meeting which commences at 6:30 P.M. on March 18, 2024 in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, to consider adoption of a proposed Amendment No. 9 to the Mount Vernon Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Mount Vernon, State of Iowa.

The Mount Vernon Urban Renewal Area is legally described as follows:

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.

AMENDMENT NO. 8

No land was added or removed by Amendment No. 8.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Mount Vernon, Iowa.

The City of Mount Vernon, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides

that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 9 would add to and/or update the list of proposed projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Mount Vernon, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Mount Vernon, State of Iowa

(End of Notice)



# **I. Old Business**

**AGENDA ITEM # I – 1**

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

<b>DATE:</b>	February 20, 2024
<b>AGENDA ITEM:</b>	Cigarette License – Smoke Shope and Vape
<b>ACTION:</b>	Motion to Remove (from table)

**SYNOPSIS:** This was tabled by the City Council at the February 5, 2024 meeting. A motion to remove this item from the table will be required before you are able to begin discussions.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion to Remove

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/16/2024

## **J. Motions for Approval**

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, FEBRUARY 20, 2024

PAYROLL	CLAIMS	119,560.24
ARDENT LIGHTING GROUP LLC	PAY APP #1-DAVIS PARK LIGHTING	91,010.00
EMPLOYEE BENEFIT SYSTEMS	GROUP INSURANCE-ALL DEPTS	37,899.89
REPUBLIC SERVICES #897	GB,RECYL-SW RESIDENTIAL	23,511.68
REPUBLIC SERVICES #897	GB,RECYL-SW COMMERCIAL	14,601.40
MORTON SALT INC	SALT-RUT	10,844.89
US BANK	CREDIT CARD PURCHASES-ALL DEPTS	6,831.45
TREASURER STATE OF IOWA	SALES TAX	4,175.63
LINN COUNTY TREASURER'S OFFICE	CITY PRIMARY ELECTION	4,102.26
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-ALL DEPTS	3,655.00
MOTOROLA SOLUTIONS INC	VIDEO EQUIP-PD CONSTRUCTION	3,524.81
TREASURER STATE OF IOWA	WET TAX	3,507.40
UPPER IOWA UNIVERSITY	TUITION-PD	2,738.00
WENDLING QUARRIES	ROCK/SAND-RUT	2,667.21
STATE HYGIENIC LAB	TESTING-SEW	2,416.00
LYNCH DALLAS PC	LEGAL FEES-P&A	2,356.10
WATERS EDGE AQUATIC DESIGN LLC	RENOVATION PLANNING-POOL	2,140.00
ECICOG	GENERATOR GRANT-LBC	1,950.00
IOWA PRISON INDUSTRIES	SIGNS-RUT	1,804.90
IOWA SOLUTIONS INC	COMPUTER MAINT-ALL DEPTS	1,685.00
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	1,638.73
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	1,588.73
PNP	FUEL-PD	1,440.88
MARTIN GARDNER ARCHITECTURE	CONSTRUCTION ADMIN-PD CONST	1,388.82
P&K MIDWEST INC	EQUIP MAINT-RUT	1,270.63
CARQUEST OF LISBON	VEHICLE/EQUIP MAINT-ALL DEPTS	1,263.86
LYNCH FORD	VEHICLE MAINT-PW	1,165.93
IOWA SOLUTIONS INC	MONTHLY MAINT-ALL DEPTS	1,160.00
IOWA SOLUTIONS INC	COMPUTER MAINT-PD	1,145.00
RHINO INDUSTRIES INC	CHEMICALS-SEW	1,107.00
IOWA SOLUTIONS INC	MONTHLY MAINT-PD	1,045.00
BANKCARD 8076	CREDIT CARD FEES-P&REC,LBC	1,043.76
BUDGET BLINDS	BLINDS/SHADES-PD	1,018.00
WOODWARD COMMUNITY MEDIA	ADS/PUBLICATIONS-P&A	982.59
CATERPILLAR FINANCIAL SERVICES	GENERATOR-PD	949.39
NIGHT SHIFT LLC	CLEANING SERVICE-PD	867.84
AMAZON CAPITAL SERVICES	DRILL/LIGHT-PW	767.92
RED LION RENEWABLES	SOLAR ELECTRIC PROD-P&A,LBC,PD	713.54
MUNICIPAL SUPPLY INC	SUPPLIES-WAT	685.83
NIGHT SHIFT LLC	CLEANING SERVICE-CITY HALL	678.12
AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	653.86
BRADY LANHAM	ELECTRICAL OUTLET-CITY HALL	610.92
MENARDS	EQUIPMENT-PD	531.79
CUSTOM HOSE & SUPPLIES INC	HOSE HARDWARE/FITTINGS-RUT	505.74
DE NOVO MARKETING	HUBSPOT SUPPORT-ALL DEPTS	500.00
HANDS IN HARMONY LLC	MARKETING-LBC	500.00
MARTIN EQUIPMENT	LOADER REPAIRS-PW	457.24
CUSTOM HOSE & SUPPLIES INC	EQUIP MAINT-RUT	452.28
MECHANICSVILLE TELEPHONE COMPANY	PHONE/INTERNET-LBC	426.22
WOODWARD COMMUNITY MEDIA	ADS/PUBLICATIONS-LBC	413.67
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT,SEW,GB	400.00
LEIGH BRADBURY	UNIFORMS-ALL DEPTS	390.00
BAUER BUILT TIRE	EQUIP MAINT-RUT	369.25
RC TECH	TRAINING-PD	367.50
DIESEL TURBO SERVICES INC	EQUIP MAINT-RUT	364.03
MECHANICSVILLE TELEPHONE COMPANY	PHONE/INTERNET-PD	356.20
MEDIACOM	PHONE/INTERNET-SEW	349.71
DAKOTA SUPPLY GROUP	SUPPLIES-WAT	347.24
HDC PRINTED PRODUCTS	CHECKS-ALL DEPTS	337.13

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, FEBRUARY 20, 2024

EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	328.34
MEDIACOM	PHONE/INTERNET-RUT	315.40
GRAYBILL COMMUNICATIONS	RADIO REPAIR-RUT	312.00
DE NOVO MARKETING	MONTHLY MAINT-LBC	300.00
DE NOVO MARKETING	CITY WEBSITE SUPPORT-ALL DEPTS	300.00
CITY LAUNDERING CO	SERVICES-LBC	253.92
LYNCH FORD	VEHICLE MAINT-SEW	251.50
CENTRAL IOWA DISTRIBUTING	SUPPLIES-PW	249.00
US CELLULAR	CELL PHONE-PD	247.51
GARY'S FOODS	SUPPLIES-ALL DEPTS	245.93
MOUNT VERNON ACE HARDWARE	SUPPLIES-FD	245.42
BARNYARD SCREEN PRINTER LLC	TSHIRTS-P&REC	234.00
BAUMAN AND COMPANY	UNIFORMS-ALL DEPTS	218.00
USA BLUE BOOK	SUPPLIES-WAT	201.01
PPG ARCHITECTURAL FINISHES	PAINT-FD	185.95
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	184.00
BRADY WEAVER	REFEREE-P&REC	175.00
CAEL FOREMAN	REFEREE-P&REC	175.00
A TECH INC	CAMERA REPAIR-PW	172.50
IOWA SOLUTIONS INC	COMPUTER MAINT-LBC	170.00
US CELLULAR	CELL PHONE-P&REC,WAT,SEW	166.23
AMAZON CAPITAL SERVICES	SUPPLIES-PD	159.75
AMAZON CAPITAL SERVICES	SUPPLIES-P&A	119.00
AMAZON CAPITAL SERVICES	SUPPLIES-P&A	109.90
MECHANICSVILLE TELEPHONE COMPANY	PHONE/INTERNET-POOL	108.77
AIRGAS INC	CYLINDER RENTAL FEE-PW	101.78
FIRE SERVICE TRAINING BUREAU	TRAINING-FD	100.00
MATT SIDERS	MILEAGE-P&REC	97.15
UNITYPOINT CLINIC	DRUG TESTING-PW	84.00
THOMPSON TRUCK & TRAILER INC	EQUIP REPAIR-RUT	81.00
ARAMARK	RUGS,SERVICES-FD	80.57
CITY LAUNDERING CO	SERVICES-CITY HALL	79.69
CITY LAUNDERING CO	SERVICES-CITY HALL	79.69
SHERWIN WILLIAMS	PAINT-CITY HALL	79.03
IOWA DEPT OF AGRICULTURE & LAND	DOG KENNEL LICENSE	75.00
PRESTO-X	PEST CONTROL-FD	67.10
CENTURY LINK	PHONE CHARGES-PD	64.68
LYNCH FORD	VEHICLE MAINT-RUT	63.68
PRESTO-X	PEST CONTROL-PD	62.00
DEVON MORGAN	REFUND-LBC	60.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-LBC	59.36
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-LBC	57.50
MELINDA SNYDER	INSTRUCTOR-LBC	40.00
NEAL'S WATER CONDITIONING	WATER/SALT-RUT	40.00
PROFESSIONAL WINDOW CLEANING	WINDOW CLEANING-PD	40.00
AMAZON CAPITAL SERVICES	SUPPLIES-P&A	39.60
DENIS MURPHY	REFUND-WAT,SEW,ST WAT	39.09
AMAZON CAPITAL SERVICES	SUPPLIES-P&A	37.37
IOWA ONE CALL	LOCATES-WAT,SEW	36.00
NEAL'S WATER CONDITIONING	WATER/SALT-FD	33.00
NEAL'S WATER CONDITIONING	WATER/SALT-LBC	25.50
WELAND CLINICAL LABORATORIES	DRUG TESTING-WAT,SEW	18.50
NEAL'S WATER CONDITIONING	WATER/SALT-CITY HALL	17.50
P&K MIDWEST INC	SUPPLIES-RUT	16.53
AMAZON CAPITAL SERVICES	SUPPLIES-PD	6.50
AUTHNET GATEWAY BILLING	CREDIT CARD SERVICES-LBC	5.00
<b>TOTAL</b>		<b>378,351.16</b>



CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, FEBRUARY 20, 2024

**FUND EXPENSE TOTALS**

PAYROLL	119,560.24
DAVIS PARK IMPROVEMENTS	91,010.00
GENERAL FUND	49,056.08
SOLID WASTE	42,211.43
ROAD USE TAX FUND	26,166.86
WATER FUND	13,840.31
LBC	13,625.91
SEWER FUND	12,721.60
POLICE STATION CONSTRUCTION	4,913.63
POOL RENOVATIONS	2,140.00
PW COLD STORAGE	1,691.10
STORM WATER FUND	1,414.00
<b>TOTAL</b>	<b>378,351.16</b>

**FY24 JANUARY REVENUE**

GENERAL GOVERNMENT	525,796.59
PUBLIC WORKS	268,528.52
CULTURE-RECREATION	61,165.03
PUBLIC SAFETY	3,783.76
<b>TOTAL</b>	<b>859,273.90</b>

**AGENDA ITEM # J – 2**

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

<b>DATE:</b>	February 20, 2024
<b>AGENDA ITEM:</b>	Set Public Hearing Date
<b>ACTION:</b>	Motion

**SYNOPSIS:** Council to set the FY2024-2025 “Proposed Property Tax Levy” public hearing date for Monday, April 1, 2024 at 6 p.m. This will be a stand-alone meeting for the sole purpose of discussing and approving the tax levy rate for next fiscal year (in accordance with the new property tax laws).

**BUDGET ITEM:** All

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/16/2024

**AGENDA ITEM # J – 3 & J – 4**

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

**DATE:** February 20, 2024

**AGENDA ITEM:** Master Agreement for Law Enforcement and Public Services Units

**ACTION:** Motion

**SYNOPSIS:** The City Council approved the TA's (tentative agreements) for Police and Public Services, Teamsters 238 at their last regularly scheduled meeting. The new verbiage from the TA's have been incorporated into the master contracts. Council will now need to approve the new three year master contracts with each of the bargaining units. The contract changes are in conformance with Council directives during the negotiation process. I will update you during the meeting on changes to the contracts.

**BUDGET ITEM:** All

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Contracts

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/16/2024

**MASTER AGREEMENT  
BETWEEN  
CITY OF MOUNT VERNON**

**AND**

**THE CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NUMBER 238  
LAW ENFORCEMENT AGREEMENT  
JULY 1, 2022 THROUGH JUNE 30, 2024**

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**ARTICLE 1**  
**PREAMBLE**

THIS AGREEMENT is entered into by and between the CITY OF MOUNT VERNON (City), and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238 (Union), affiliated with International Brotherhood of Teamsters, as the sole and exclusive bargaining representative of the employees included within the certified bargaining unit as defined in Article 2 below (Employees).

The purpose of this Agreement is to promote and maintain harmonious relations between the City, the Union, and the Employees; to promote excellence and efficiency in law enforcement; to provide for equitable and peaceful means of resolving grievances; and to establish fair wages, hours, terms and working conditions of employment.

**ARTICLE 2**  
**RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit of Employees as certified by Public Employees Relations Commission Board Order of Certification Case No. 1928, for those employees as listed.

Excluded: the Chief of Police (Chief) and all other City Employees and elected officials and all other persons excluded by Section 4 of the Iowa Public Employment Relations Act, Chapter 20 of the Iowa Code. Included: all Employees of the Police Department and patrol officers.

**ARTICLE 3**  
**NON-DISCRIMINATION**

**Section 3.1.**

The City will not interfere with the rights of the Employees to become members of the Union. The Union will not interfere with the rights of the Employees to refrain from Union membership. No Employees covered by this Agreement will be discriminated against by the City or the Union because of membership or non- membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity that will interrupt or interfere with the operations of the City or its Police Department. The City will determine when an interruption or interference has occurred.

**Section 3.2.**

Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, sexual orientation, handicap/disability, marital status, or religion. However, both the City and the Union agree that allegations of employment discrimination will not be processed through the contractual grievance/arbitration procedure provided for in this Agreement because other, adequate procedures exist as established by the City, Linn County, the State of Iowa, and the United States.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

Section 4.1.

In addition to all powers, duties and rights of the City established by constitutional provision, statute, ordinance, rule, regulation, charter or special act, the Union recognizes the right of the City to operate, manage and direct all affairs of the City's Police Department, including the rights to:

- (a) Manage Employees;
- (b) Hire, rehire, reinstate, promote, transfer, schedule, assign and retain Employees;
- (c) Suspend, demote, discharge, or take other disciplinary action against Employees for just cause;
- (d) Lay off and recall Employees;
- (e) Maintain order and efficiency in the operation of the City and its Police Department;
- (f) Determine the structure and organization of the City and its Police Department, including the right to:
  - i. Extend, maintain, curtail, or terminate operations of the City and its Police Department;
  - ii. Supervise, subcontract, create, modify, expand, consolidate, merge, or terminate any department, division, section, organizational unit, project, job classification and job duty;
  - iii. Determine the size and location of the operations of the City and its Police Department;
  - iv. Determine the type and amount of equipment to be used;
- (g) Determine the number of Employees who shall be employed by the City and its Police Department at any time;
- (h) Determine the number, types, and grades of positions or Employees assigned to a department, division, section, organizational unit, project, job classification, job duty together with the right to alter, combine, reduce, expand, or cease any position not prohibited by law;
- (i) Determine the number and starting times of shifts, the number of hours and days in the work week and hours of work;
- (j) Assign work;
- (k) Determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;

- (l) Establish internal security practices; and
- (m) Promulgate and enforce rules, regulations, and policies.

Section 4.2.

The list of management rights, set forth above in Section 1 of this Article 4 is not exclusive. Except as specifically and expressly modified or limited by this Agreement, all of the rights, power, authority, and prerogatives the City had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights described above in Section 4.1 of this Article 4 are not grievable unless specifically and expressly permitted by a later section of this Agreement.

**ARTICLE 5**  
**UNION REPRESENTATION**

Section 5.1.

The City recognizes the right of the Union to designate a reasonable number of stewards and alternates from the City's seniority list. Reasonable number shall mean up to one (1) steward per ten (10) Employees. The Union shall provide the City with a list of stewards and any changes thereto.

The authority of stewards and alternates designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances with the City or the designated City representative in accordance with the provisions of this Agreement.
- (b) The collection of dues if payroll deduction is not used and then only with authorization by appropriate Local Union action.
- (c) The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information:
  - i. Have been reduced to writing; or
  - ii. If not reduced to writing, are of a routine nature and do not involve work stoppages or slow down.

A steward is expected to contact Employees regarding grievances and Union matters at shift changes unless the steward has secured prior permission from the Chief. A steward may not leave his/her job assignment or cause another Employee to leave his/her job assignment without prior permission from the Chief. The time spent by stewards and Employees under this section 5.1 of this Article 5 shall be without pay.

Section 5.2.

An authorized representative of the Union upon advance notice given to the Chief may visit the Police Station and confer with representatives of the City. If a Union representative desires to



confer with a steward or any Employee, he/she must first notify the shift supervisor. The Employee will not be granted permission for such conference if it will interfere with the normal operations of the City or its Police Department. No Employee will be held out of or called in from their assignment for this purpose. The time spent in conference shall be without pay.

**ARTICLE 6**  
**PERFORMANCE AND DISCIPLINE**

Section 6.1.

The Union recognizes its responsibilities as the exclusive bargaining agent of the Employees. The Union recognizes that to provide maximum opportunities for employment and fair compensation, the City must operate the Police Department efficiently, and at the lowest possible cost consistent with fair labor standards. The Union recognizes the need for fair and appropriate discipline to ensure Employee conduct is consistent with established standards reasonably related to Employee job performance. In furtherance of these objectives, the Union agrees to:

- (a) Cooperate with the City and support its efforts to assure a full and fair day's work by Employees;
- (b) Actively combat Employee absenteeism and any other practice that restricts efficient operations of the City and its Police Department, and
- (c) Strive to maintain and improve good will between the City, the Union, the Employees, and the public.

Section 6.2.

The City shall not discipline any Employee without just cause. Disciplinary actions may include: training, written counseling, written reprimand, suspension without pay, demotion, and discharge.

Section 6.3.

On disciplinary matters requiring less than discharge or suspension for a single violation, the Employer shall give at least two (2) warning notices in writing, with a copy to the Local Union, to any employee on any violation before suspension or discharge may be imposed. Warning letters will not be used for future disciplinary action after twelve (12) months.

**ARTICLE 7**  
**SALARIES AND WAGES**

**Section 7.1**

**The City proposes the following wage increase: 5.0% effective July 1, 2024; 4.5% effective July 1, 2025; and 4.0% effective July 1, 2026. The City also proposes adding an additional \$2,000.00 to Steps 1, 2, and 3.**

The following is the salary schedule for the fiscal year of July 1, 2022 through June 30, 2024:

	7/1/2022	7/1/2023 – 3%
Step 1 - less than 1 year - on probation/non-certified	25.68	26.45
Step 2 - 12 to 35 months	28.33	29.20
Step 3 - 36 to 59 months	29.83	30.72
Step 4 - 60 to 119 months	32.56	33.54
Step 5 - 120 to 179 months	33.87	34.89
Step 6 - 180 months +	35.24	36.30
Sergeant	38.00	39.14

**Section 7.2**

Longevity pay for years of service will be paid in the month of December each calendar year. Only years of service with the City of Mount Vernon and Lisbon will be credited towards the achievement of longevity pay. Longevity “milestones” will be created in the following five-year increments: five (5) years, ten (10) years, fifteen (15) years, and twenty (20) years. An employee will have reached each milestone on the anniversary date in which they were hired. For example, an employee hired on September 1, 2022 will have reached the five-year milestone on September 1, 2027. Employees whose hire date falls in the month of December will be recognized for the entire month even though longevity checks may be issued prior to their recognized anniversary date. The following longevity schedule will be followed:

Years of Service	Longevity Pay
Years 5-9	\$500
Years 10-14	\$1,000
Years 15-19	\$1,500
Years 20 and beyond	\$2,000

**ARTICLE 8**  
**JURY DUTY AND COURT APPEARANCES**

Section 8.1.

Employees may be required to appear as witnesses in court as a direct result of employment with the City. Employees so appearing during regularly scheduled work hours will receive their regular rate of pay. Employees so appearing during their off-duty hours must be in uniform and will be paid for all hours spent with a minimum of two (2) hours at the rate of one and one-half times their regular rate of pay. If an Employee so appears while off-duty and the appearance has been canceled, the City will pay two (2) hours at time and one-half (1½), but if the Employee has been notified properly of the court cancellation, the City will not be obligated to pay the Employee.

Section 8.2.

Employees may be subpoenaed to appear as witnesses in a job related civil case. Employees so appearing during regularly scheduled work hours will receive their regular rate of pay. Employees appearing in a job related civil case while off duty, will be paid for all hours spent with a minimum of two (2) hours at the rate of one and one-half times their regular rate of pay. Adequate prior notice must be provided to the City by the Employee.

Section 8.3.

Employees appearing as parties or witnesses in cases relating to Union or personal affairs will be at the Employees' own expense (vacation or unpaid leave). Adequate prior notice must be provided to the City by the Employee.

Section 8.4.

Employees required to serve on a jury during their scheduled work hours shall be paid the difference between their jury fees and their straight time hourly rate of pay for all scheduled hours of work missed because of jury duty. The eligible Employees shall present proof of service the amount of pay received. Employees will report immediately for work if they are excused or discharged from the jury before the end of their scheduled hours of work.

**ARTICLE 9**  
**WORK WEEK AND PAY DATES**

Section 9.1.

The regular work week will begin at 12:01 A.M. Monday. A regular work week will be eighty (80) hours in a two-week period.

Shift #1                      7:00 a.m. - 3:00 p.m.

Shift #2	3:00 p.m. - 11:00 p.m.
Shift #3	11:00 p.m. - 7:00 a.m.

Shifts are subject to section 9.2.

The work week shall consist of five (5) eight (8) hour shifts, four (4) ten (10) hour shifts or six (6) twelve (12) hour shifts, and one (1) eight (8) hour shift in a two (2) week period subject to section 10.2.

#### Section 9.2.

The Chief may establish, modify, or adjust the shifts and hours as needed as he/she deems appropriate. Any change of basic hours shall be by written authorization by the Chief. There shall be no trading of work assignments except by specific approval of the Chief or in the Chief's absence the Sergeant. Notification of any change in shift hours shall be made seven (7) days in advance of change except in case of emergency. Emergency is defined as: Any situation in which any City, County, State, or National official or agency has declared a state of emergency, or, when a change in staffing occurs which is out of the City's control, including illness, termination, military leave, jury duty, and/or funeral leave.

Full and part-time Employees shall be offered, on an equal and rotating basis, uncovered shifts that the Chief determines should be covered. An Employee's refusal to work an offered shift under this Section shall constitute acceptance of a turn in the rotation cycle.

Whenever possible and except as otherwise determined by the Chief each Employee shall receive a thirty (30) minute lunch period during his/her regular shift. Each Employee shall receive a break period whenever possible as determined by the Chief. The Employee shall be available for emergency calls during lunch and break periods.

#### Section 9.3.

Overtime shall be paid after eight (8) hours in any scheduled eight (8) hour day, ten (10) hours in any scheduled ten (10) hour day, or twelve (12) hours in any scheduled twelve (12) hour day. Any scheduled overtime shall be paid at one and one-half (1½) times the regular rate.

If an Employee is called to cover a shift with less than 24 hours' notice (emergency call-in), that Employee will be paid at the rate of one and one-half (1 ½) times their hourly rate.

#### Section 9.4.

An Employee shall be paid thirty dollars (\$30.00) for being on call plus a two (2) hour minimum, if called in. On call means when no officer is on duty physically for a shift.

#### Section 9.5.

The standard payroll shall be paid every two (2) weeks with paydays on the Friday following the end of the payroll period.

#### Section 9.6.

Unless prohibited by the Fair Labor Standards Act, as an alternate to compensation at overtime rates for time worked in excess of the standard, the Employee may elect compensatory time off, to be taken at a later date, which will be computed at one and one-half (1 1/2) times the overtime actually worked.

All Employees shall be allowed to build up to eighty (80) hours of comp time.

**ARTICLE 10**  
**HOLIDAYS**

Section 10.1.

During the term of this Agreement, the City recognizes the following ten (10) holidays:

New Year's Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas Day

Section 10.2.

All employees will be paid eight (8) hours of holiday pay or may bank eight (8) hours of holiday time for all listed holidays. Employees who work a holiday will be paid at one and one-half (1 1/2) times their regular hourly rate for all hours worked. Employees who bank the holiday time shall be allowed up to eighty (80) banked hours. Employees with unused banked holiday time will be paid all unused banked holiday time on the first (1st) pay period of the new year.

**ARTICLE 11**  
**UNIFORM AND EQUIPMENT MAINTENANCE**

Section 11.1.

The City will purchase the items listed below for new and existing Employees, as recommended by the Chief of Police:

Cap – winter	1 each
Pat down gloves	1 pair
Winter gloves	1 pair
Shirt - long sleeve	5 each
Shirt - short sleeve	5 each
Mock Turtlenecks	5 each
Trousers	5 each
Lightweight summer jacket	1 each
Winter jacket	1 each

Boots - winter	1 pair
Shoes - summer	1 pair
Belt – trousers	1 each
Belt - basket weave outside	1 each
Holster - high ride	1 each
Belt keepers	
Key Flap and Holder	
Single cuff case and cuffs or	2 each
Double cuff case and 2nd pair of cuffs	
Name Plate	1 pair
Brass	1 each
Badge set*:	
Breast badge	1 each
Hat badge	1 each
ID Holder w/badge and ID	1 each
Patches	1 each
Body vest (armor)* -	
(replace every 5 years)	1 each
Pepper spray	1 each
ASP and ASP Holder	1 each
Rain Gear	1 each
One Sidearm*	1 each
Cellular Phone*	1 each

\*Ownership retained by City and use must be limited to job-related activities and communications

Section 11.2.

The City will provide a seven-hundred-dollar (\$700.00) clothing allowance per officer per year of the contract. The allowance will be used for replacement of issued uniforms and issued equipment, or the purchase of clothing items used in the performance of the Employees duties as employed with the City. The City will be responsible for the replacement of firearms or related equipment; radio or related equipment; or Body Armor.

Section 11.3.

Any safety equipment as determined by the City to be necessary for the performance of the job shall be furnished by the City at no cost to the Employee.

Section 11.4.

Employees with prior authorization by the Chief to use their own personal vehicles to provide their own transportation to perform their job function will be compensated by the City at the current IRS rate per mile.

Section 11.5.

Any expenses incurred in the line of duty by Employees shall be reimbursed to the Employee after bill is approved by the Chief and submitted to City Council.

Section 11.6.

The City will reimburse each Employee one hundred dollars (US \$100.00) per year for membership at area fitness center.

**ARTICLE 12**  
**GROUP HEALTH LIFE AND DISABILITY INSURANCE**

Section 12.1.

The City shall provide the Alliance Select Blue Cross Blue Shield medical insurance plan and Delta Dental, or a comparable plan to either, for all full-time Employees including family or dependent coverage except that:

(a) Beginning on July 1, 2022 and continuing until June 30, 2024 all Employees shall pay nineteen percent (19%) of the health and dental insurance premiums per month for single coverage.

(b) Beginning on July 1, 2022 if an Employee chooses family or dependent health coverage he/she shall pay nineteen percent (19%) of the health and dental insurance premiums per month for family or dependent coverage.

The City shall reimburse Employees for one-half (1/2) of all amounts which qualify for the deductible and designation by the Alliance Select Blue Cross Blue Shield insurance plan upon submission of appropriate proof to the City Administrator. The Employee shall be responsible for one-half (1/2) of the deductible and all of the co-insurance amounts upon submission of appropriate proof to the City's designated Third-Party Administrator (T.P.A.). The City will not reduce any benefit or coverage of group health and life insurance. without prior negotiations with the Union bargaining agent. Coverage periods, coverage requirements and dates of premium payments shall be determined by the carrier and changes in practices may be made pursuant to any mandated changes made by the carrier. The City shall provide a vision care plan as outlined and approved by the Mt. Vernon Self-Funded Vision Care plan enacted on 3-1-2003; said plan to cover Employee's spouse and children (if any).

Section 12.2.

The City will provide life insurance equal to two (2) times an Employee's annual salary up to one hundred thousand dollars (\$100,000.00) for full-time Employees with the coverage to be effective on or off the job and an additional twenty-five thousand dollars of coverage (\$25,000.00) for accidental death of the Employee.

Section 12.3.

The City will provide ten thousand dollars (\$10,000.00) life insurance on an Employee's spouse and five thousand dollars (\$5,000.00) on each eligible child.

Section 12.4.

Eligible Employees will be provided with disability insurance which disability insurance shall cover sixty percent (60%) of the employee's wage, for a maximum of five (5) years. There will be a waiting period on disability insurance before said coverage is available of ninety (90) days after the disability occurs.

Section 12.5.

Beginning on July 1,2018, the City will provide and pay all costs associated with the setup and annual maintenance of a flex spending program.

**ARTICLE 13**  
**SICK AND PERSONAL LEAVE**

Section 13.1.

Sick leave shall accrue at the rate of nine and one-third (9.33) hours per month with a maximum accrual of five hundred twenty (520) hours.

Section 13.2.

- a. Anyone who had accumulated over 840 hours as of June 30, 2011, will be allowed to keep the hours accumulated over 840 hours for use for a certifiable catastrophic illness but there will be no further accumulation for any Employee except as provided in paragraph 14.2.b.
- b. Employees shall not accumulate more than 520 hours of sick leave but may continue accruing sick leave beyond 520 hours solely for the purpose of converting sick leave to vacation subject to the following limitation. Employees, after accumulating 520 hours of sick leave may trade 16 hours of sick leave earned in excess of the 520-hour limit for 8 hours of vacation up to a maximum of 40 hours extra vacation per fiscal year. All extra vacation days must be used by the end of the fiscal year (June 30) in which the sick days in excess of 520 hours are earned so that no employee has credit for more than 520 sick hours at the beginning of each year (July 1). There will be no accumulation of hours above 520 for any other purpose.

Section 13.3.

Upon retirement (normal, vested or disability) with minimum service of twenty (20) years, all of the accumulated sick leave will be paid as an additional paycheck to the employee or his estate. pay rate will be at the Employee's regular rate. Upon termination (voluntary/involuntary) the Employee shall receive one-half (1/2) of all accumulated sick leave pay to a maximum of 200



hours. If the involuntary termination is for cause/misconduct on the part of the employee, no payment shall be made by virtue of the preceding sentence.

Section 13.4.

Sick leave will not be granted for absence from work on the day immediately preceding or following a holiday, weekend, vacation, or days off, without a certification from a physician. Sick leave pay will not be granted for more than two (2) consecutive work shifts without certification from a physician.

Section 13.5.

An Employee who suffers a duty-related injury will receive worker's compensation coverage, and the City will pay the difference required to allow the Employee to receive his/her normal bi-weekly pay while on duty-related injury leave, up to a maximum of nine (9) months.

Section 13.6.

Employees may use up to forty-eight (48) hours of their earned sick days per year for the comfort and care and transportation to hospitals and doctors' offices for their immediate family only, upon receipt of certification from doctor or physician.

Section 13.7.

All Employees shall receive twenty-four (24) personal hours per year on the employee's anniversary date. Personal days may be taken in one-hour increments. There will be no carry over of personal days.

**ARTICLE 14**  
**VACATION LEAVE**

Section 14.1.

All regular full-time Employees shall be entitled to vacation time with pay at their established rate under the following schedule. Vacation is to be accrued monthly beginning on the first day of employment:

After 1-5 years of service	80 hours of vacation
After 6-10 years of service	120 hours of vacation
After 11-19 years of service	160 hours of vacation
After 20 years of service	200 hours of vacation

Section 14.2.

If an Employee has been employed for a period of more than twelve (12) months, payment for vacation hours earned but unused will be paid upon retirement, resignation, or dismissal. Upon an Employee's death, payment will be made to the surviving spouse or the estate of the Employee.

Section 14.3.

Vacations shall be scheduled on a seniority basis. Subject to approval by the Chief, vacations may be taken one day at a time.

Section 14.4.

Employees may carry over unused vacation up to eighty (80) hours from one year to the next. Beginning on July 1, 2012, the carryover of unused vacation shall be based on the Employee's anniversary date rather than fiscal year. Any unused vacation exceeding 80 hours as of the Employee's anniversary date will be lost.

**ARTICLE 15**  
**FUNERAL LEAVE**

If any employee is scheduled to work, a paid leave of absence of time required up to 36 hours will be granted for a death within the immediate family so long as prior approval is obtained from the Chief. Immediate family shall include the following relatives: wife, husband, son, daughter, stepchildren, sister, brother, grandparents, parents and stepparents of Employee or spouse.

**ARTICLE 16**  
**MILITARY LEAVE**

All regular Employees entering into military service of the United States, including the National Guard and Reserves, shall be given a leave of absence for the time spent in the service, provided that within ninety (90) days upon release from service, they report for duty at their old job at the prevailing rate of pay for the class and job code. Any regular Employee shall be reimbursed at his/her current rate or pay at the time of entering service during the first thirty (30) calendar days of his/her military leave. Seniority and longevity will be maintained [and increases shall be given as if no absence existed] during the entirety of the military leave.

Cf. Iowa Code § 29A. 28.

Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

**ARTICLE 17**  
**TRAINING AND EDUCATION**

Section 17.1.

The City shall provide and pay for all expenses incurred for the attendance in service training schools. No Employee shall suffer a loss of days off due to temporary rescheduling of the work schedule to attend such school. Employees required to attend departmental training or squad meetings will be allowed to take said time from their regular scheduled shift or shall be paid within twenty-two (22) working days at the discretion of the City. All new officers employed by the City

shall be enrolled after their probationary period and provided necessary schooling at the appropriate law enforcement academy to ensure that they are certified Iowa peace officers.

All Employees hired after July 1, 1998, will be required to sign an agreement titled "Law Enforcement Hiring Agreement" which will be a legally binding document substantially in the form attached but subject to modification as determined by the parties to the Agreement at the time of hire.

Section 17.2.

Employees may attend college or university classes, which have been pre-approved by the Chief or other designee authorized by the Mayor and Council. The City shall reimburse the police officer's tuition and book expense for all such pre-approved classes, after completion of said class and evidence by an official transcript (or certificate) showing a minimum passing grade of C or above.

**ARTICLE 18**  
**BULLETIN BOARD**

The Employer shall furnish a bulletin board or a definite portion of an established bulletin board to be set aside and used exclusively by the Union for the purpose of displaying material pertinent to its members and other information having to do with Union business.

**ARTICLE 19**  
**SENIORITY**

Section 19.1.

Seniority as used herein is defined as a right accruing to Employees through continuous time in grade and classification, while employed by the City's Police Department, which entitles them to certain considerations and preferences as provided for in this Agreement.

Section 19.2.

A probationary period of twelve (12) months shall be required for both full-time and part-time sworn officers. The twelve (12) month probationary period covers only performance and job-related qualifications. Seniority accrues during the probationary period.

Section 19.3.

All fringe benefits are granted to a full-time police officer (officers who work an average 40 hr. week and a 2080 hr. year) upon employment. All employees who are re-employed by the Employer who continued to work in the profession shall receive seniority credit for previous service excluding the time period they had not been in the service of the Employer.

If a regular part-time Employee becomes a full-time Employee, seniority shall be established by pro-rating time worked as a part-time Employee as follows:

Average number of hours worked per week x number of years worked = Years of Seniority

[Example: 10 hrs per wk avg/40 (.25) x 10 years = 2.5 years of Seniority]

Section 19.4.

When feasible, seniority shall govern layoffs and recalls.

Layoffs shall be made in reverse order of seniority if the remaining employees can qualify to do the work. If any job coming under this Agreement is eliminated, Employees who are qualified will be permitted to use their seniority to bump into other jobs covered by this Agreement. All Employees on lay off status shall retain their seniority.

Employees shall be recalled according to seniority if they are qualified for the positions to be filled. An Employee shall be given ten (10) days' notice of recall by certified letter, mailed to their last known address. The Employee must respond to the recall notice within three (3) days after the receipt of the notice and report to work within seven (7) days after receipt of notice unless otherwise mutually agreed by the City, the Union, and the Employee. An Employee's response to a recall notice must be in writing and delivered by certified mail to the person providing the recall notice. If the Employee fails to comply with the provisions of these recall procedures, he/she shall be terminated and lose all seniority rights under this Agreement.

**ARTICLE 20**  
**SAFETY**

The City shall comply with all safety regulations as set out by Department of Labor (OSHA), both State and Federal, regarding safety and health. Whenever an Employee is required to transport a prisoner from one location to another the Employee shall be accompanied by one (1) additional Employee for each prisoner. It is understood that movement to and from court or a non-dangerous prisoner within the county or immediate area may be exempt if circumstances so warrant. However, all interstate transportation or transportation of any dangerous prisoner shall require two (2) Employees for one prisoner. Night patrol cars shall be equipped with a vehicle security cage.

**ARTICLE 21**  
**RIGHTS OF EMPLOYEES**

Section 21.1.

If an Employee is required to be questioned concerning an administration problem, the questioning will be done at a reasonable hour and whenever possible during the time of duty of the Employee unless the importance of the investigation dictates otherwise. The Employee shall have the right, if he/she so chooses, to have a steward present at all times.

Section 21.2.

The questioning of Employees concerning criminal charges shall be governed by the same rules as for a citizen, to include being informed of the nature of the investigation before the questioning begins, advising an Employee of his/her rights if he/she is the subject or target of criminal investigation and advising as to the availability of examination or questioning with polygraph as a voluntary alternative of the Employee. If an Employee is a suspect or the target of a criminal investigation, he/she shall be given all rights and privileges pursuant to the Constitution of the United States.

Section 21.3.

No Employee shall be compelled to submit to an examination or questioning by polygraph and any refusal to take such examination shall not be cause for disciplinary action or dismissal.

Section 21.4.

Upon request of an Employee, the City shall produce for examination by the Employee or the legal representative so designated by the Employee, time sheets and other records pertaining to the computation of compensation of the Employee, or other records of the Employee pertaining to a specific grievance. Examination of such information shall take place at a reasonable time during regular business hours at the location where the records are usually kept. Examination of such information will be limited in accordance with Iowa law. No such information shall be produced without the consent of the Employee involved.

**ARTICLE 22**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

Section 22.1.

Definition. A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

Section 22.2.

Purpose and Procedure.

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The City's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.

- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or their representative shall be conducted so as to result in no interference with or interruption of work. The City shall determine whether an interference has occurred under this paragraph. Unless agreed to by the City, all grievances shall be processed outside the Employee's workday.
- d. All grievances must be presented within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.
- e. If any Employee files any claim or complaint in any form other than the grievance form set forth in this agreement, then the City shall not be required to process the same claim or complaint.
- f. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated union representative heretofore referred to in this Article.
- g. At all steps of a grievance the City and Union shall have the right to have representatives to attend any meeting required to resolve the grievance. Every Employee covered by the Agreement shall have the right to present grievances in accordance with these procedures.

#### Section 22.3.

##### First Step.

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and their immediate supervisor. If requested by the allegedly aggrieved Employee, the recognized Union representative may be present in this informal discussion.

#### Section 22.4.

##### Second Step.

- a. If a grievance is not resolved informally at the first step, the aggrieved Employee shall file the grievance in writing with the Employee's immediate supervisor within seven (7) calendar days after the informal conference with the immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this Agreement which have allegedly been violated, misinterpreted, or misapplied, and shall state the remedy requested.
- b. Within seven (7) calendar days after the immediate supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the Employee and his/her Union representative.
- c. The immediate supervisor shall render such decision and communicate it in writing to the Employee within seven (7) calendar days following the meeting between the supervisor and the Employee.

Section 22.5.

Third Step.

In the event a grievance has not been satisfactorily resolved at the second step, the Employee, if he/she so desires may file an appeal of the supervisor's answer within seven (7) calendar days of the said written decision with the Mayor or his/her representative. Within seven (7) calendar days after the written grievance is filed, the Employee, the Union representative of the Employee, and the Mayor shall meet in an attempt to resolve the grievance. The Mayor and/or his/her representative shall file an answer within seven (7) calendar days of the third step grievance meeting and communicate it in writing to the Employee, the immediate supervisor, and the Union representative of the Employee.

Section 22.6.

Fourth Step.

- a. If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) calendar days of the third step reply then grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below.
- b. The Employee and his/her Union representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the PER Board shall be requested to provide a panel of five (5) arbitrators.
- c. Upon receiving the panel list from the PER Board, the parties by mutual agreement shall have one (1) calendar day to strike all the names. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. Each of the two (2) parties shall alternately strike one(1) name at a time from the list until one (1) shall remain. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close for the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.
- d. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.

- e. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the City and the Employee or his/her representative(s).

Section 22.7.

Any grievance action, resulting from the same set of facts that has led to appeal under provisions of the code, constitution, or through an outside agency, shall become null and void upon initial filing of the intent to proceed under the code, constitution, or through an outside agency.

**ARTICLE 23**  
**SEVERABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the applicable statutes and ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any Article is found unenforceable or contrary to applicable law, the parties shall meet to negotiate a replacement Article.

**ARTICLE 24**  
**GENERAL CONDITIONS**

Section 24.1.

This Agreement shall be construed under the Laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials, and employees.

Section 24.2.

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement.

Therefore, the City and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Neither the City nor the Employees shall be asked to make any written or verbal contract which will in any way conflict with this Agreement.



**ARTICLE 25**  
**EFFECTIVE DATE AND TERM**

Section 25.1.

This Agreement shall be effective July 1, 202~~2~~4 through June 30, 202~~4~~7.

Section 25.2.

This Agreement shall continue in effect thereafter unless one (1) of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15th of the year prior to the time when modification is desired. The notification in writing is jurisdictional but after said notice is timely served, either party may offer any modification of Agreement.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed by their duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 202~~2~~4.

CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 238, affiliated with  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

CITY OF MOUNT VERNON, IOWA

By: \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Business/Representative

By: \_\_\_\_\_  
City Administrator

EXHIBIT 1  
AGREEMENT

This agreement is entered into by the City of Mt. Vernon, Iowa (City) and \_\_\_\_\_ (Employee).

THE INTENT OF THE AGREEMENT IS TO PROVIDE FOR THE TRAINING OF \_\_\_\_\_ AS A POLICE OFFICER AND TO SPECIFY THE CONSIDERATION THAT \_\_\_\_\_ PROVIDE THE CITY IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT WHICH WOULD PROFFER A PROPERTY RIGHT OR INTEREST IN CONTINUED EMPLOYMENT WITH THE CITY OF MOUNT VERNON.

1. The City and Employee agree that the Employee will attend the \_\_\_\_\_ (insert training entity) at the expense of the City to receive certification as a Law Enforcement Officer. The training will occur when the Employee is accepted for training class and as authorized by the Chief of Police. The City shall pay the expense of training and shall pay the Employee's regular wages during this training.

The Employee agrees that they will be responsible for reimbursing the City in accordance with the rules for reimbursement as stated in this agreement.

The expenses which the Employee agrees to reimburse include the City's cost of the Employee's paid time attending, traveling to and from and studying for classes on City time, as well as the City's expenditure for the Employee's mileage, food, lodging and tuition while attending, and the City's cost of replacing an Officer while the Officer is in training if the replacement Officer is a temporary Employee hired for that purpose only, or if the replacement of the employee requires the payment of overtime to the replacing Officer. All of these reimbursable costs are referred to generally as "total training expenses".

The Employee will not be responsible for reimbursing the City for any time spent by the Employee performing services such as dispatching, filing, patrol work, or other work assigned by the City. An estimate of the costs of the "total training Expenses" set out above is listed on Exhibit "A" which is attached hereto and by this reference incorporated into this Agreement. "Total training expenses" will be based on the actual cost incurred by the City as these costs become known.

2. Employee may, at the City's option be required to work for the Mt. Vernon Police Department while attending the training program, and may be required to patrol, dispatch, operate computer systems, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chiefs designee. The hours expended by the Employee in the attendance at the training course and service to the police department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the City.

3. Employee shall have a probationary period consistent with the City Union Contract and State law.
4. Employee shall serve as a full-time police officer of the City, after graduation from \_\_\_\_\_ (insert training entity) and certification as a Law enforcement Officer.
5. In consideration for providing for this training, Employee agrees to work for the City as a police officer for at least four years from the date when the Employee graduates from \_\_\_\_\_ (insert training entity) and receives certification.
6. In the event the Employee does not successfully complete the training program, Employee shall be released from employment with the City, and Employee shall reimburse the City for its "total training expenses" incurred to that date in accordance with the terms set forth in Section 10.
7. In the event the Employee voluntarily resigns from the Mt. Vernon Police Department without having served as a certified police officer for at least four years, the Employee shall reimburse the City for total training expenses incurred per the following schedule:
  - a. The amount of reimbursement shall be determined as follows:
    - (1) If a law enforcement officer resigns less than one (1) year following completion of approved training, one hundred percent (100%) of the total training expenses.
    - (2) If a law enforcement officer resigns one (1) year or more but less than two (2) years after completion of approved training, seventy-five percent (75%).
    - (3) If a law enforcement officer two (2) years or more but less than three (3) years after completion of the approved training, fifty percent (50%).
    - (4) If a law enforcement officer resigns three (3) years or more but less than four (4) years after completion of the approved training, twenty-five percent (25%).
8. If the Employee is dismissed during the probationary period, or properly terminated without having served as a certified officer for at least four years, the Employee shall reimburse the City for total training expenses incurred. If the Employee is dismissed for any other reason, such as a reduction in force, the Employee shall not be required to pay the City for any unpaid training costs owed.
9. At the end of four (4) years of service as a certified police officer, the amount owed for training expenses by Employee shall be zero (0) dollars.

10. Payment of any training costs owed to the City by Employee shall be made in consecutive monthly payments in accordance with the following schedule:

Minimum Monthly Payment	Annual Percentage
One Hundred Dollars (\$100.00)	Rate Six Percent (6%)

The first payment shall be due 30 days after Employee's date of termination, and on the same date each month thereafter. Interest shall commence with the Employee's date of termination and shall be calculated on the unpaid principal balance to the date of each installment paid, with payments being credited first to accrued interest and then to the reduction of principal.

11. If Employee is killed or permanently and totally disabled as defined by Chap. 85 or Chap. 411 of the Iowa Code, while in the employ of the City any reimbursement training expenses shall cease.
12. This agreement may be amended or canceled only upon agreement of both the City and the Employee.
13. Employee shall notify City of Employee's place of residence while in the employ of the City and/or until such time as the debt for total training expenses is satisfied in full.
14. If reimbursement is not made in accordance with this agreement, the Employee understands that the City at its option may seek Employee's de-certification as an Iowa Law Enforcement Officer along with any other legal or equitable remedy including attorney's fees.
15. This agreement is for the purpose of bona fide employment and not for the purpose of achieving certification for the officer by way of "sponsorship" through any training entity.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20224.

City of Mount Vernon, Iowa.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Mayor

EXHIBIT "A"

Tuition: \_\_\_\_\_

Meals: \_\_\_\_\_

Mileage to be reimbursed at the IRS rate

Post test cost (actual cost) \$ \_\_\_\_\_

MMPI cost (actual cost) \$ \_\_\_\_\_

Evaluation - actual cost invoiced

Hourly rate at \_\_\_\_\_ per hour or contract wages incurred during training

Overtime rate to be determined for replacement

Medical evaluation expenses as billed

Drug testing expenses as billed

Other expenses

EXHIBIT "B"

**MEMORANDUM OF UNDERSTANDING  
REGARDING THE MOUNT VERNON POLICE  
DEPARTMENT CANINE OFFICER POSITION  
May 1, 2018-September 30, 2025<sup>1</sup>**

This document represents the understanding between the City of Mount Vernon ("City") and Teamsters #238 ("Union") as required by the Collective Bargaining Agreement ("CBA") between the parties regarding Officer Steve Moel's appointment to the Canine Handler position for the City of Mount Vernon Police Department. The CBA requires the parties reach an agreement regarding a special assignment's supplemental pay and benefits.

1. Appointment to Canine Handler is a minimum six (6)-year commitment. Appointment to the canine position will commence upon receipt of the drug dog on or about May 1, 2018 and terminate no sooner than six years after the dog's arrival. However, the City may terminate the appointment at its discretion if the officer is not fulfilling the position's commitments or if the canine becomes unable to work as an Officer. Furthermore, the City and the Union may agree to extend the appointment upon the expiration of this Memorandum of Understanding; however, both parties must agree to such extension in writing.
2. The Canine Handler shall continue to receive pay and other benefits consistent with the CBA. In addition to those pay and benefits, the Union, the City, and the Canine Handler agree that the Canine Handler shall be compensated for an additional eight (8) hours per month for the ordinary caretaking and training of the canine to compensate the Canine Handler for time spent off duty in the care and maintenance of the assigned canine. In the event that extraordinary care is required (e.g., time spent in trips for veterinary care), that time shall be captured by the Canine Handler and reported to the employer for compensation.
3. The Canine Handler will remain part of the normal department schedule, with the understanding that his/her shifts may be modified as needed as related to training, care, and use of the K9.
4. If the Canine Handler is requested by a Supervisor to respond to an incident while off-duty, the Handler shall receive a minimum of two (2) hours of pay.

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<sup>1</sup> May 1, 2018-September 20, 2025 is an estimated time based on the drug dog's estimated arrival. The exact date this Memorandum of Understanding begins on the date of the drug dog's arrival. The Memorandum of Understanding shall terminate six (6) years after the date of the drug dog's arrival.

5. The Handler agrees that eight (8) hours each month he/she will be off the patrol schedule for training purposes. All training must be approved by the Chief of Police or his/her designee.
6. The Canine Handler shall assume all responsibility for the canine and is responsible for the dog's care and well-being. The Canine Handler may have to give up any other dogs as determined by the department. The Handler shall house the canine at the Handler's residence in a safe and secure manner with adequate provisions and facilities to properly care for the health and well-being of the canine. The Handler is required to provide proof of homeowners' insurance which will protect him/her from any off-duty liability. If the canine is injured, or death occurs due to recklessness or negligence, the officer shall reimburse the City for the cost of the canine.
7. The City will provide the Canine Handler with a "take home" car, fuel, cell phone, laptop computer with police software and a body camera to be used for official purposes, to transport the canine to and from work or for other canine well-being needs. The vehicle will be equipped with canine equipment for the safety and well-being of the canine. The City will maintain the vehicle and equipment inside the vehicle. The vehicle may occasionally be used for normal patrol duty by other officers, as determined by the Chief of Police.
8. The City will provide incidental expenses for the canine such as food, bowls, leashes, harnesses, veterinary services, training material, outdoor dog kennel/run, etc. The Handler shall provide receipts for incidental expense reimbursement.
9. Veterinary services for the canine, except in an emergency, shall be performed by a veterinarian approved by the City.
10. If the Canine Handler anticipates being out of town and separated from the canine for an extended period of time, he/she must notify the Chief of Police and make proper arrangements for the care of the canine. The Canine Handler must receive approval from the Chief of Police in order to utilize a boarding kennel. The Handler will not be compensated, as defined in paragraph 2, while the canine is at a boarding kennel (i.e., Kennel time per week= reduction of 2 hours compensation per month).

11. The City will provide the Canine Handler with department approved uniforms and training uniforms.
12. The Canine Handler shall agree to take possession and ownership of the canine if the canine is retiring from duty or relieved from duty due to injury, or if the handler is transferred, promoted, or retires and a decision is made not to retrain the canine for another Handler.
13. The Canine Handler will retain and submit canine reports and evaluations requested by the department.
14. The Canine Handler shall be allowed one (1) paid day of bereavement leave due to the death of the canine unless the death was a result of recklessness or negligence.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20224.

\_\_\_\_\_  
For the City

\_\_\_\_\_  
Canine Handler/Officer

\_\_\_\_\_  
For the Union





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February 9, 2024

*Letter, and all enclosures sent via e-mail*

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

RE: City of Mount Vernon - Amendment No. 9 to the Mount Vernon Urban  
Renewal Plan - Resolution Setting Dates for Consultation Meeting and  
Hearing (February 20, 2024)

Dear Chris:

Enclosed please find suggested proceedings of the City Council setting a date of public hearing and providing for the consultation to be held on the proposed Amendment No. 9 to the Mount Vernon Urban Renewal Plan (the "Amendment") for the Mount Vernon Urban Renewal Area (the "Urban Renewal Area"). The proposed Amendment should be presented to the Council with the enclosed proceedings.

**Before the Meeting**

There are a number of steps that you should complete in preparation for the Council action on the Amendment, if you have not already:

1. The Amendment in its final form was emailed to you on February 8, 2024. We recommend that the Amendment describes all the prospective urban renewal projects (with currently estimated costs) in order to avoid amendments in the near future, to the extent possible. **Make sure to attach the final version of the Amendment to the Resolution (marked as Exhibit 1).**
2. The Amendment must be in conformity with the City's "general plan" for development of the City as a whole. The Amendment indicates that it is in conformity with the general plan for the development of the City as a whole, which City staff has indicated is the City of Mount Vernon Iowa 2016 Comprehensive Plan adopted on April 18, 2016. This representation is important; however, we

have no way of making this determination. Therefore, if this statement is not correct, let us know.

3. Be sure to include the Resolution as an agenda item on the February 20, 2024 meeting agenda, as shown on the first page of the Resolution document (labeled "Item to Include on Agenda"). You should follow the Important Instructions that are included with the Agenda and Resolution to give public notice of the agenda.

### **Actions Directed by Resolution**

The enclosed Resolution (proceedings) directs a number of required steps, including: (1) setting a date for a consultation meeting on the proposed Amendment; (2) directing notice of the consultation meeting be mailed to all affected taxing entities; (3) designating the City Administrator, or his delegate, to conduct the consultation and provide responses to any recommendations that are made; (4) setting a public hearing on the proposed Amendment; (5) directing that notice of the public hearing be published; and (6) directing that a copy of the Amendment be placed on file in the office of the City Clerk for public inspection.

**The Resolution was prepared based upon the schedule for the adoption process that we have discussed.** The schedule sets the consultation meeting for February 28, 2024 and sets the public hearing for March 18, 2024. Please advise us immediately if there needs to be a change to any of the dates in the schedule.

### **Consultation Meeting**

As part of the adoption process for an Amendment, the City must hold a consultation meeting with the affected taxing entities (the county(ies)/school district(s) within the Urban Renewal Area). The affected taxing entities are listed on the enclosed Certificate of Mailing of Notices of Consultation and Hearing (based on our understanding of the information provided by the City of the taxing entities that are affected taxing entities). If the Certificate of Mailing does not identify all the affected taxing entities within the entire Urban Renewal Area, as proposed to be amended, please update the Certificate of Mailing to identify all affected taxing entities within the *entire* Urban Renewal Area.

**Notice of the consultation must be given by regular mail to the affected taxing entities (hand-delivery or electronic delivery are NOT sufficient to meet the law's requirements).** Although the Code of Iowa does not provide any specific time requirement for the notice, we would suggest that the affected taxing entities receive not less than 4 days' notice of the consultation. Therefore, we recommend that immediately after the Resolution is adopted (i.e., on February 21, 2024), you should mail a copy of the following documents to the affected taxing entities:

- (1) Notice of Consultation;
- (2) Notice of Public Hearing; and
- (3) Resolution (with the Amendment attached as Exhibit 1). (Note: The Resolution will have a copy of the Notice of Consultation and a copy of the Notice of Public Hearing

embedded in the document, but we recommend separate copies of each Notice be included as the first pages in the mailed packet.)

### **Written Responses to Affected Taxing Entities**

Iowa law permits the designated representatives of the affected taxing entities to submit written recommendations to the City for modification to the proposed division of revenue (i.e., use of TIF) proposed by the Amendment for **up to seven days following the date of the consultation meeting**. If written comments are received in this time frame, the law requires the representative of the City to submit written responses to those recommendations ***no later than seven days prior to the public hearing***. Accordingly, consultation meeting must be scheduled at least 15 days before the public hearing. Providing for a period longer than 15 days between the consultation and the public hearing will allow more than one day for preparation of the City's responses to any recommendations that are made. **If you receive any written recommendations from an affected taxing entity after the consultation meeting, please send them to us immediately for review and advice, as you must respond to the recommendations in writing no later than 7 days prior to the public hearing.**

### **Planning and Zoning Commission Review**

Under the 2012 Amendments to the Urban Renewal Law, the Planning and Zoning Commission has no role in the adoption process for amendments to urban renewal plans (as opposed to the adoption of new urban renewal plans).

### **Notice of Public Hearing to Mail and Publish**

A copy of the enclosed Notice of Public Hearing must be mailed to the affected taxing entities (as described above in relation to notice of the consultation meeting).

You should also publish the enclosed Notice of Public Hearing at least once on a date ***not less than four nor more than twenty days*** before the date set for the public hearing. A separate copy of the notice is enclosed for delivery to the Mount Vernon-Lisbon Sun by **March 1, 2024**, which is the date we understand you must have the notice to the paper in order to be published on **March 7, 2024**. Please review the notice carefully before you send it for publication.

After the notice is published, you should review the published notice carefully to ensure it was published accurately. Once you receive a copy of the publisher's affidavit (provided by the newspaper publisher) and a copy of the published notice, you should complete the enclosed Certificate of Publisher's Affidavit of Publication, including attaching the publisher's affidavit and copy of newspaper clipping.

### **Follow Up Steps After Meeting**

After the meeting, please complete and return copies of the following documents (**bolded** documents are enclosed with this letter):

- Resolution.** Attach the final Amendment marked as Exhibit 1 to the Resolution. Sign and date the original proceedings and retain them for your file and return a copy of the proceedings to us for our transcript file.
- Send us a copy of your meeting minutes (February 20, 2024 and March 18, 2024).
- Certificate of Mailing Notices.** To provide the proper notice to the affected taxing entities for the consultation meeting, send by postal mail a packet including the following to each affected taxing entity: (1) **Resolution** (with Amendment attached as Exhibit 1); (2) **Notice of Public Hearing** (signed and dated); (3) **Notice of Consultation** (signed and dated). After mailing, complete the **Certificate of Mailing Notices** by filling in the date you mailed the packets, the addresses of the affected taxing entities (which are listed on the Certificate of Mailing Notices), and signing the Certificate. Retain the original **Certificate of Mailing Notices** (with a copy of the mailed packet attached) in your file, and complete and return a copy of the **Certificate of Mailing Notices** (with a copy of the packet attached) to us for our transcript file. Please complete the Certificate of Mailing Notices immediately after mailing and send us a copy (with all attachments) so that we can verify the proper notice has been given.
- Certificate of Publisher's Affidavit of Publication.** After the Notice of Public Hearing is published and you receive the newspaper publisher's affidavit, complete the **Certificate of Publisher's Affidavit of Publication**. Attach a copy of the newspaper publisher's affidavit and a copy of the published notice. Retain the original in your file and return a copy to us (with a copy of the Publisher's Affidavit) for our transcript file.
- Send us a copy of the report of the consultation meeting as soon as the consultation meeting has been held. (The report is a short summary of the meeting. This must be provided to the City Council with the package of materials for the March 18, 2024 meeting.)

If any questions arise, or if you would like us to attend either the consultation or the public hearing, please do not hesitate to contact me at 515-246-0329 or at [noverberg@ahlerslaw.com](mailto:noverberg@ahlerslaw.com). We will send a second set of proceedings documents for the public hearing meeting date in advance of that meeting.

Very truly yours,

AHLERS & COONEY, P.C.

  
Nathan J. Overberg

NJO: mp

cc: Lori Boren, Assistant City Administrator/Clerk

Enclosures: Agenda Item and Important Information; Resolution (*attach Amendment as Exhibit 1 to the Resolution*); Notice of Consultation; Certificate of Mailing Notices; Notice of Public Hearing; Certificate of Publisher's Affidavit of Publication

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**MASTER AGREEMENT  
BETWEEN  
THE CITY OF MOUNT VERNON**

**AND**

**THE CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NO. 238  
PUBLIC SERVICES AGREEMENT  
JULY 1, 2022 - JUNE 30, 2024**

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**ARTICLE 1**  
**PREAMBLE**

THIS AGREEMENT is entered into by and between the CITY OF MOUNT VERNON (City), and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238 (Union), affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining representative of the employees included within the certified bargaining unit as defined in Article 2 below (Employees).

The purpose of this Agreement is to promote and maintain harmonious relations between the City, the Union, and the Employees; to promote excellence and efficiency in city governance; to provide for equitable and peaceful means of resolving grievances; and to establish fair wages, hours, terms and working conditions of employment.

**ARTICLE 2**  
**RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit of Employees as certified by Public Employees Relations Commission Board Order of Certification Case No. 2275, for those Employees as listed:

INCLUDED: All regular full-time and regular part-time Employees in the City Hall Office and the Streets, Water, and Sewer Treatment Departments.

EXCLUDED: All Police Department Employees, the City Administrator, the City Engineer, the Parks and Recreation Director, and the Zoning Administrator.

**ARTICLE 3**  
**NON-DISCRIMINATION**

Section 3.1.

The City will not interfere with the rights of the Employees to become members of the Union. The Union will not interfere with the rights of the Employees to refrain from Union membership. No Employees covered by this Agreement will be discriminated against by the City or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity that will interrupt or Interfere with the operations of the City. The City will determine when an interruption or Interference has occurred.

Section 3.2.

Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, sexual orientation, handicap/disability, marital status, or religion. However, both the City and the Union agree that allegations of employment discrimination will not be processed through the contractual grievance/arbitration procedure provided for in this Agreement because other, adequate procedures exist as established by the City, Linn County, the State of Iowa, and the United States.



**ARTICLE 4**  
**MANAGEMENT RIGHTS**

**Section 4.1.**

In addition to all powers, duties and rights of the City established by constitutional provision, statute, ordinance, rule, regulation, charter or special act, the Union recognizes the right of the City to operate, manage and direct all affairs of the City, including the rights to:

- (a) Manage Employees;
- (b) Hire, rehire, reinstate, promote, transfer, schedule, assign and retain Employees;
- (c) Suspend, demote, discharge, or take other disciplinary action against Employees for just cause;
- (d) Lay off and recall Employees;
- (e) Maintain order and efficiency in the operation of the City;
- (f) Determine the structure and organization of the City, including the right to:
  - i. Extend, maintain, curtail, or terminate operations of the City;
  - ii. Supervise, subcontract, create, modify, expand, consolidate, merge, or terminate any department, division, section, organizational unit, project, job classification and job duty;
  - iii. Determine the size and location of the operations of the City;
  - iv. Determine the type and amount of equipment to be used;
- (g) Determine the number of Employees who shall be employed by the City at any time;
- (h) Determine the number, types, and grades of positions or Employees assigned to a department, division, section, organizational unit, project, job classification, job duty together with the right to alter, combine, reduce, expand, or cease any position not prohibited by law;
- (i) Determine the number and starting times of shifts, the number of hours and days in the work week and hours of work;
- (j) Assign work;
- (k) Determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- (l) Establish internal security practices; and
- (m) Promulgate and enforce rules, regulations, and policies.

Section 4.2.

The list of management rights, set forth above in Section 1 of this Article 4 is not exclusive. Except as specifically and expressly modified or limited by this Agreement, all of the rights, power, authority, and prerogatives the City had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights described above in Section 1 of this Article 4 are not grievable unless specifically and expressly permitted by a later section of this Agreement.

**ARTICLE 5**  
**UNION REPRESENTATION**

Section 5.1.

The City recognizes the right of the Union to designate a reasonable number of stewards and alternates from the City's seniority list. Reasonable number shall mean up to one (1) steward per ten (10) Employees. The Union shall provide the City with a list of stewards and any changes thereto.

The authority of stewards and alternates designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances with the City or the designated City representative in accordance with the provisions of this Agreement.
- (b) The collection of dues if payroll deduction is not used and then only with authorization by appropriate Local Union action.
- (c) The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information:
  - i. Have been reduced to writing; or
  - ii. If not reduced to writing, are of a routine nature and do not involve work stoppages or slow down.

A steward is expected to contact Employees regarding grievances and Union matters at shift changes unless the steward has secured prior permission from the City Administrator. A steward may not leave his/her job assignment or cause another Employee to leave his/her job assignment without prior permission from the City Administrator. The time spent by stewards and Employees under this section 5.1 of this Article 5 shall be without pay.

Section 5.2.

An Authorized representative of the Union upon advance notice given to the City Administrator may visit and confer with representatives of the City. If a Union representative desires to confer with a steward or any Employee, he/she must first notify the shift supervisor. The Employee will not be granted permission for such conference if it will interfere with the normal operations of the City. No Employee will be held out of or called in from their assignment for this purpose. The time spent in conference shall be without pay.

**ARTICLE 6**  
**PERFORMANCE AND DISCIPLINE**

Section 6.1.

The Union recognizes its responsibilities as the exclusive bargaining agent of the Employees. The Union recognizes that to provide maximum opportunities for employment and fair compensation, the City must operate efficiently, and at the lowest possible cost consistent with fair labor standards. The Union recognizes the need for fair and appropriate discipline to ensure Employee conduct is consistent with established standards reasonably related to Employee job performance. In furtherance of these objectives, the Union agrees to:

- (a) Cooperate with the City and support its efforts to assure a full and fair day's work by Employees;
- (b) Actively combat Employee absenteeism and any other practice that restricts efficient operations of the City; and
- (c) Strive to maintain and improve good will between the City, the Union, the Employees, and the public.

Section 6.2.

The City shall not discipline any Employee without just cause. Disciplinary actions may include: training, written counseling, written reprimand, suspension without pay, demotion, and discharge.

**ARTICLE 7**  
**SALARIES AND WAGES**

Section 7.1.

**The City proposes the following wage increase: 5% effective July 1, 2024; 4.5% effective July 1, 2025; and 4% effective July 1, 2026.**

The following is the salary schedule for fiscal year July 1, 2022, through June 30, 2024:

	7/1/2022	7/1/2023 – 3.25%
Step 1 - less than 1 year - on probation	21.87	22.58
Step 2	23.87	24.65
Step 3	26.12	26.97
Step 4	28.67	29.60
Step 5 – Must reach 120 months+ before you can receive this step	30.62	31.62
Deputy City Clerk	31.57	32.60

Lead Operator	33.14	34.22
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Section 7.2.

Longevity pay for years of service will be paid in the month of December each calendar year. Only years of service with the City of Mount Vernon will be credited towards the achievement of longevity pay. Longevity “milestones” will be created in the following five-year increments: five (5) years, ten (10) years, fifteen (15) years and twenty (20) years. An employee will have reached each milestone on the anniversary date in which they were hired. For example, an employee hired on September 1, 2022 will have reached the five-year milestone on September 1, 2027. Employees whose hire date falls in the month of December will be recognized for the entire month even though longevity checks may be issued prior to their recognized anniversary date. The following longevity schedule will be followed:

<b>Years of Service</b>	<b>Longevity Pay</b>
Years 5-9	\$500
Years 10-14	\$1,000
Years 15-19	\$1,500
Years 20 and beyond	\$2,000

**ARTICLE 8**  
**JURY DUTY AND COURT APPEARANCES**

Section 8.1.

Employees may be required to appear as witnesses in court as a direct result of employment with the City. Employees so appearing during regularly scheduled work hours will receive their regular rate of pay.

Section 8.2.

Employees may be subpoenaed during duty hours to appear as witnesses in cases not directly related to their employment with the City, Union affairs or their own personal affairs. Employees so subpoenaed will be allowed time off with pay for this purpose. Adequate prior notice must be provided to the City by the Employee.

Section 8.3.

Employees appearing as parties or witnesses in cases relating to Union or personal affairs will be at the Employees' own expense (vacation or unpaid leave). Adequate prior notice must be provided to the City by the Employee.

Section 8.4.

Employees required to serve on a jury during their scheduled work hours shall be paid the difference between their jury fees and their straight time hourly rate of pay for all scheduled hours of work missed because of jury duty. The eligible Employees shall present proof of service the amount of pay received. Payment in time difference will not exceed sixty (60) days in one (1) calendar year. Employees will report immediately for work if they are excused or discharged from the jury before the end of their scheduled hours of work.

**ARTICLE 9**  
**WORK WEEK AND PAY DATES**

Section 9.1.

The regular work week will begin at 12:01 A.M. on Sunday. The regular work week will be forty (40) hours of five (5) consecutive regular workdays, Monday through Friday.

Section 9.2.

The regular workday consists of eight (8) work hours. Starting and ending hours of work shall be determined by the City and posted.

Employees working or scheduled to work that day for four (4) hours shall be entitled to one (1) twenty (20) minute work break.

All Employees working or scheduled to work that day for eight (8) hours shall be entitled to two (2) twenty (20) minute work breaks, one (1) in the morning and one (1) in the afternoon. Breaks may not be taken sooner than two (2) hours after the start of a shift nor end later than one (1) hour before the end of a shift. Breaks shall include travel time. Breaks may not be used to leave early or to extend or prolong a lunch period.

Employees working or scheduled to work more than six (6) hours in a day shall be entitled to take an unpaid one (1) hour meal to be taken as scheduled by the supervisor. Employees working at their shops must punch in and out for lunch.

Employees may use the company vehicle to travel to and from lunch breaks.

Section 9.3.

The City shall have the right to require overtime work. The City will apportion the opportunity to work overtime as equally as possible among qualified Employees in the job classification. The apportionment is not grievable.

Except as otherwise provided in this Article, Employees working in excess of either the standard workday or the standard work week, that is, working overtime, will not be paid unless the work is performed at the direction of or with the express approval of the department head, City Administrator or Mayor.

Overtime shall be paid in accordance with the applicable provisions of the Fair Labor Standards Act.

Overtime shall be paid as follows:

- (a) Time and one-half (1½) shall be paid for all work performed in excess of eight (8) hours per day. Such overtime pay will not be paid, except for those hours at the end of a shift in excess of eight (8) consecutive hours, regardless of the starting time of the shift.
- (b) Time and one-half (1 ½) shall be paid for all work performed on Saturday, Sunday, and holidays in addition to holiday pay.
- (c) Overtime pay will be calculated on the basis of one and one-half (1½) times the employee's regular straight time hourly rate.

Section 9.4.

The determination as to whether an employee is needed to be on call, i.e., immediately available for work, is determined by the City Administrator. An Employee shall be paid thirty (\$30.00) for each day he/she is on call (example: two (2) day weekend on call pay to be sixty dollars (\$60.00)). An Employee who is called in to perform work or pay at the applicable rate of pay. This does not apply to scheduled overtime or to overtime contiguous to a regular eight (8) hour workday.

Section 9.5.

The standard payroll shall be paid every two (2) weeks with pay days on the Friday following the end of the payroll period.

Section 9.6.

Unless prohibited by the Fair Labor Standards Act, as an alternate to compensation at overtime rates for time worked in excess of the standard, the Employee may elect compensatory time off, to be taken at a later date, which will be computed at one and one-half (1 1/2) times the overtime actually worked.

Compensatory time off shall be taken and used only at the convenience of the City and with the prior approval of the department head, City Administrator or City Administrator's Designee. Employees shall be compensated at time and one-half (1 1/2) for all hours in excess of eight (8) hours in any one day or forty (40) hours in any one week. An employee shall be allowed to build up eighty (80) hours of compensatory time.

**ARTICLE 10**  
**HOLIDAYS**

Section 10.1.

During the term of this Agreement, the City recognizes the following ten (10) holidays:

- |                 |                           |
|-----------------|---------------------------|
| New Year's Day  | Veterans Day              |
| Presidents' Day | Thanksgiving Day          |
| Memorial Day    | Friday after Thanksgiving |

Independence Day

Day before Christmas

Labor Day

Christmas Day

Section 10.2.

All Employees will observe the holiday on the day on which it falls. The holiday will be celebrated on the preceding Friday if the holiday occurs on Saturday, and on Monday where the holiday occurs on Sunday. Employees who observe a listed holiday will be paid eight (8) hours at their regular hourly rates of pay.

Section 10.3.

If a holiday for which an Employee is eligible for holiday pay falls within an Employee's vacation period, the Employee will not be charged for a vacation day on account of the holiday.

**ARTICLE 11**  
**UNIFORMS - MILEAGE – EXPENSES - BONDS**

Section 11.1.

The City Administrator shall designate approved work clothes to be worn by employees during work hours. Employees will be allocated \$500 per contract year to be used for the procurement and maintenance of approved work clothes. All procurement must be preapproved by the City Administrator from designated vendors. Work clothes will include a require City logo and/or other clear Identification as determined by the City Administrator. Employees shall wear approved work clothes, any required identification and any safety equipment specified by the City Administrator at all times while performing work for the City.

Office staff who choose to wear clothes other than designated approved clothing will not receive any allocation from the City for their procurement. Office staff will need to display clear identification as determined by the City Administrator.

Employees other than office employees will be allocated a maximum of \$150 per year for the purchase of safety shoes or boots. All procurement must be preapproved by the City Administrator from designated vendors.

Section 11.2.

Employees with prior authorization by the City Administrator to use their own personal vehicles to provide their own transportation to perform their job function will be compensated by the City at the current IRS rate per mile.

Section 11.3.

Expenses: An Employee shall obtain prior approval before incurring any expenses in the line of duty and thereafter shall be reimbursed by the City, provided the employee files the bill with the City Administrator.

Section 11.4.

The City will reimburse each Employee one hundred dollars (US \$100.00) per year for membership at area fitness center.

Section 11.5.

If the City requires Employees to give bond, the same shall be furnished at the City's expense.

**ARTICLE 12**  
**GROUP HEALTH, LIFE AND DISABILITY INSURANCE**

Section 12.1.

~~The City shall provide the Alliance Select Blue Cross Blue Shield medical insurance plan and Delta Dental for all full-time Employees including family or dependent coverage except that:~~

~~(a) — Beginning on July 1, 2022 and continuing until June 30, 2024, all Employees shall pay nineteen percent (19%) of the health and dental insurance premiums per month for single coverage.~~

~~(b) — Beginning on July 1, 2022, if an Employee chooses family or dependent health coverage he/she shall pay nineteen percent (19%) of the health and dental insurance premiums per month for family or dependent coverage. —~~

~~The City shall reimburse employees for one half (1/2) of all amounts which qualify for the deductible and designation by the Alliance Select Blue Cross Blue Shield insurance plan upon submission of appropriate proof to the City Administrator. The Employee shall be responsible for one half (1/2) of the deductible and all of the co-insurance amounts upon submission of appropriate proof to the City's designated Third Party Administrator (T.P.A.). The City will not reduce any benefit or coverage of group health and life insurance without prior negotiations with the Union bargaining agent. Coverage periods, coverage requirements, and dates of premium payments shall be determined by the carrier and changes in practices may be made pursuant to any mandated changes made by the carrier. The City shall provide a vision care plan as outlined and approved by the Mt. Vernon Self-Funded Vision Care plan enacted on 3-1-2003; said plan to cover Employee's spouse and children.~~

Section 12.2.

~~The City will provide life insurance equal to two (2) times an Employee's annual salary up to one hundred thousand dollars (\$100,000.00) for full-time Employees, with the coverage to be effective on or off the job and an additional twenty-five thousand dollars (\$25,000.00) of coverage for accidental death of the Employee.~~

Section 12.3.

~~The City will provide ten thousand dollars (\$10,000.00) life insurance on the Employee's spouse and five thousand dollars (\$5,000.00) on each eligible child.~~



Section 12.4.

~~Eligible employees will be provided with disability Insurance which disability insurance shall cover sixty percent (60%) of the employee's wage for a maximum of five (5) years. There will be a waiting period on disability insurance before said coverage is available of ninety (90) days after the disability occurs.~~

Section 12.5.

~~Beginning on July 1, 2018, the City will provide and pay all costs associated with the setup and annual maintenance of a flex spending program.~~

**ARTICLE 132**  
**SICK AND PERSONAL LEAVE**

Section 132.1.

Sick leave shall accrue at the rate of nine and one-third (9.33) hours per month with a maximum accrual of five hundred twenty (520) hours.

Section 132.2.

- a. The sick leave calculation will be changed from days to hours. The number of hours of sick leave will be reduced to 520 hours.
- b. Anyone who had accumulated over 840 hours as of June 30, 2011, will be allowed to keep the hours accumulated over 840 hours for use for a certifiable catastrophic illness but there will be no further accumulation for any Employees except as provided in paragraph 14.2.c.
- c. Employees shall not accumulate more than 520 hours of sick leave but may continue accruing sick leave beyond 520 hours solely for the purpose of converting sick leave to vacation subject to the following limitation. Employees, after accumulating 520 hours of sick leave may trade 16 hours of sick leave earned in excess of the 520-hour limit for 8 hours of vacation up to a maximum of 40 hours extra vacation per fiscal year. All extra vacation days must be used by the end of the fiscal year (June 30) in which the sick days in excess of 520 hours are earned so that no employee has credit for more than 520 sick hours at the beginning of each year (July 1). There will be no accumulation of hours above 520 for any other purpose.

Section 132.3.

Upon retirement (normal, vested or disability) with minimum service of twenty (20) years, all of the accumulated sick leave will be paid as an additional paycheck to the employee or his estate. Pay rate will be at the Employee's regular rate. Upon termination (voluntary/involuntary) the Employee shall receive one-half (1/2) of all accumulated Sick leave pay. If the involuntary termination is for cause/misconduct on the part of the employee, no payment shall be made by virtue of the preceding sentence.

Section 132.4.

Sick leave pay will not be granted for more than two (2) consecutive work shifts without certification from a physician.

Section 132.5.

When an Employee suffers from a duty related injury, he/she shall receive Worker's Compensation coverage and shall be guaranteed that the City will pay the difference between Worker's Compensation benefits and the employee's regular pay so that he will not lose his normal pay while on duty related injury time for a maximum of nine (9) months.

Section 132.6.

Employees may use up to forty-eight (48) hours of their earned sick hours per year for the comfort and care and transportation to hospitals and doctors' offices of their immediate family only, upon written certification from doctor or physician.

Section 132.7.

All Employees shall receive twenty-four (24) personal hours per year on the Employee's anniversary date. Personal days can be taken in one-hour increments. There will be no carry over of personal days.

**ARTICLE 143**  
**VACATION LEAVE**

Section 143.1.

All regular full-time Employees shall be entitled to vacation time with pay at their established rate under the following schedule. Vacation is to be accrued monthly beginning on the first day of employment:

After 1-5 years of service	80 hours of vacation
After 6-10 years of service	120 hours of vacation
After 11-19 years of service	160 hours of vacation
After 20 years of service	200 hours of vacation

Section 143.2.

If an Employee has been employed for a period of more than twelve (12) months, payment for vacation hours earned but unused will be paid upon retirement, resignation, or dismissal. Upon the death of an Employee, payment will be made to the surviving spouse or the estate of the employee.

Section 143.3.

Vacation hours are calculated as per Section 14.1 of this Article and posted for all employees on the first pay period of each month and reflect the hours of vacation earned the previous month.

Section 143.4.

Vacations shall be scheduled on a seniority basis. Subject to approval of City Administrator, vacations may be taken in one (1) hour increments at a time.

Section 143.5.

Employees may carry over unused vacation up to eighty (80) hours from one year to the next. Beginning on July 1, 2012, the carryover of unused vacation shall be based on the Employee's anniversary date rather than fiscal year. Any unused vacation exceeding eighty (80) hours as of the Employee's anniversary date will be lost.

**ARTICLE 154**  
**FUNERAL LEAVE**

A paid leave of absence of time required up to three (3) days will be granted for a death within the immediate family, providing such is approved by the City Administrator prior to taking said leave. Immediate family shall include the following relatives: wife, husband, son, daughter, stepchildren, sister, brother, grandparents, parents and stepparents of an Employee or an Employee's spouse, and grandchildren.

**ARTICLE 165**  
**MILITARY LEAVE**

Section 165 1.

All regular Employees entering into military service of the United States, including the National Guard and Reserves, shall be given a leave of absence for the time spent in the service, provided that within ninety (90) days upon release from service, they report for duty at their old job at the prevailing rate of pay for the class and job code. Any regular Employee shall be reimbursed at his/her current rate or pay at the time of entering service during the first thirty (30) calendar days of his/her military leave. Seniority and longevity will be maintained [and increases shall be given as if no absence existed] during the entirety of the military leave.

Cf. Iowa Code§ 29A.28.

Section 165.2.

Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

**ARTICLE 176**  
**TRAINING**

Section 176.1.

The City shall provide and pay for all expenses incurred for the attendance in service training schools. When the job necessitates the certification of Employees to remain in their present job

class, the City shall provide training as specified by the certification agency. The City shall pay all tuition costs and registration fees and shall compensate Employees for scheduled work hours missed or for all time spent in training at their straight time hourly rates for travel time when necessary. The City shall furnish a car or pay mileage expenses if the Employee is required to travel to attend training sessions. The City shall pay meal and lodging expenses when appropriate in accordance with the travel rules and regulations of the City in existence at the time of the travel. The payment required by this section will not be made at any time after the Employee enrolls but does not complete the training or does not receive the certification.

Section 176.2.

Employees may be allowed to attend training schools or classes for certifications or licensing beyond what is required for their present job classification. The City Administrator, or other designee authorized by the Mayor and Council, shall have sole discretion in approving the training or class. In the event that the training or class is approved, the provisions of the previous paragraph will apply, however, in the event that the Employee voluntarily resigns within four years of receiving the training or class, the Employee will reimburse the City for the total training expenses incurred per the following schedule:

- (a) One year or less following the completion of the training class - 100%
- (b) More than one year but less than two years - 75%
- (c) More than two years but less than three years - 50%
- (d) More than three years but less than four years - 25%
- (e) More than four years - 0%

**ARTICLE 187**  
**BULLETIN BOARD**

The Employer shall furnish a bulletin board or a definite portion of an established bulletin board to be set aside and used exclusively by the Union for the purpose of displaying material pertinent to its members and other information having to do with Union business.

**ARTICLE 198**  
**SENIORITY AND PART-TIME**

Section 198.1.

Seniority as used herein is defined as a right accruing to Employees through continuous time in grade and classification, while employed by the City, which entitles them to certain considerations and preferences as provided for in this Agreement.

Section 198.2.

A probationary period of twelve (12) months shall be required for both full-time and part-time Employees. The twelve (12) month probationary period covers only performance and job-related

qualifications. Seniority accumulates during the probationary period. All fringe benefits are guaranteed to a full-time employee upon employment.

Section 198.3.

If a regular part-time Employee becomes a regular full-time Employee, seniority shall be established by pro-rating time worked as a regular part-time Employee as follows:

$$\frac{\text{Average No. hours worked per week}}{40} \times \text{number of months worked} = \text{number of months for seniority purposes}$$

Section 198.4.

In the event it becomes necessary to reduce the work force, seniority will be followed. Employees with the least seniority shall be laid off first if the remaining employees can qualify to do the work or be trained to qualify satisfactorily for the work within 30 days. When recalling employees, they shall be recalled according to seniority if they are qualified for the positions to be filled. If any job coming under this Agreement is eliminated, employees who are qualified will be permitted to use their seniority to move into other jobs covered by this Agreement.

- A. In the event of a recall, a laid off employee shall be given ten (10) days' notice of recall by certified letter, mailed to his last known address. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice unless otherwise mutually agreed. The employee's response to a recall notice must be in writing and delivered by certified mail to the person providing the recall notice. In the event the employee fails to comply with the above, he shall be terminated and lose all seniority rights under this Agreement.
- B. All employees on layoff status shall retain their seniority.

**ARTICLE 2019**  
**SAFETY**

Section 2019.1.

The City shall comply with all safety regulations as set out by Department of Labor (OSHA) both State and Federal regarding safety and health.

Section 1920.2

Any safety equipment as determined by the City to be necessary for the performance of the job shall be furnished by the City at no cost to the Employee and shall be worn and/or used by the Employees.

**ARTICLE 210**  
**RIGHTS OF EMPLOYEES**

Upon request of an Employee, the City shall produce for examination by the Employee or the legal representative so designated by the Employee, time sheets and other records pertaining to the computation of compensation of the Employee, or other records of the Employee pertaining to a specific grievance. Examination of such information shall take place at a reasonable time during regular business hours at the location where the records are usually kept. Examination of such information will be limited in accordance with Iowa law. No such information shall be produced without the consent of the Employee involved.

**ARTICLE 221**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 221.1.**

Definition. A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

**Section 221.2.**

Purpose and Procedure.

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- b. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the grievance process. The failure of the Employee to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The City's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his representative shall be conducted so as to result in no interference with or interruption of work. The City shall determine whether an interference has occurred under this paragraph. Unless agreed by the Employer, all grievances shall be processed outside the employee's workday.
- d. All grievances must be presented within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.



- e. If any Employee files any claim or complaint in any form other than the grievance form set forth in this Agreement, then the City shall not be required to process the same claim or complaint.
- f. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the party in interest, and his designated union representative heretofore referred to in this Article.
- g. At all steps of a grievance the City and Union shall have the right to have representatives attend any meeting required to resolve the grievance. Every Employee covered by the Agreement shall have the right to present grievances in accordance with these procedures.

Section 221.3.

First Step. An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his immediate supervisor. If requested by the Employee, the recognized Union representative may be present in this informal discussion.

Section 221.4.

Second Step.

- a. If a grievance is not resolved informally at the first step, the Employee shall file the grievance in writing with the Employee's immediate supervisor within seven (7) calendar days after the informal conference with the immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this Agreement which have allegedly been violated, misinterpreted, or misapplied and shall state the remedy requested.
- b. Within seven (7) calendar days after the immediate supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the Employee and his/her Union representative.
- c. The immediate supervisor shall render such decision and communicate it in writing to the Employee within fourteen (14) calendar days following the meeting between the supervisor and the Employee.

Section 221.5.

Third Step.

In the event a grievance has not been satisfactorily resolved at the second step, the Employee, if he/she so desires may file an appeal of the supervisor's answer within seven (7) calendar days of the said written decision with the Mayor or his/her representative. Within seven (7) calendar days after the written grievance is filed, the Employee, the Union representative of the Employee, and the Mayor shall meet in an attempt to resolve the grievance. The Mayor and/or his/her representative shall file an answer within fourteen (14) calendar days of the third step grievance meeting and communicate it in writing to the Employee, the immediate supervisor, and the Union representative of the Employee.

Section ~~22~~1.6.

Fourth Step.

- a. If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) calendar days of the third step reply, then grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below.
- b. The Employee and his/her Union representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Public Employment Relations Board shall be requested to provide a panel of five (5) arbitrators.
- c. Upon receiving the panel list from the PER Board, the parties by mutual agreement shall have one (1) calendar day to strike all the names. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. Each of the two (2) parties shall alternately strike one name at a time from the list until one shall remain. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.
- d. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.
- e. Each party shall bear its own costs and expenses of the arbitration proceedings. The fee of the arbitrator shall be shared equally by the City and the Employee or his/her representative(s).

Section ~~22~~1.7.

Any grievance action, resulting from the same set of facts that has led to appeal under provisions of the code, constitution, or through an outside agency, shall become null and void upon initial filing of the intent to proceed under the code, constitution, or through an outside agency.



**ARTICLE 232**  
**SEVERABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the applicable statutes and ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any Article is found unenforceable or contrary to applicable law, the parties shall meet to negotiate a replacement Article.

**ARTICLE 243**  
**GENERAL CONDITIONS**

**Section 243.1.**

This Agreement shall be construed under the Laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials, and employees.

**Section 243.2.**

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement.

Therefore, the City and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Neither the City nor the Employees shall be asked to make any written or verbal contract which will in any way conflict with this Agreement.

**ARTICLE 254**  
**EFFECTIVE DATE AND TERM**

Section 254.1.

This Agreement shall be effective July 1, 20224 through June 30, 20247.

Section 254.2.

This Agreement shall continue in effect thereafter unless one (1) of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15th of the year prior to the time when modification is desired. The notification in writing is jurisdictional but after said notice is timely served, either party may offer any modification of Agreement.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed by their duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 20224.

CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 238, affiliated with  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

CITY OF MOUNT VERNON, IOWA

By: \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Business/Representative

By: \_\_\_\_\_  
City Administrator

EXHIBIT 1  
EMPLOYEE TRAINING AUTHORIZATION

Pursuant to Paragraph 17.2 of the Master Agreement between the City of Mount Vernon, Iowa, and the Chauffeurs, Teamsters and Helpers Local Union No. 238, Employees may be allowed to attend training schools or classes for certifications or licensing beyond what is required for their present job classification provided, however, that if the Employee voluntarily resigns within four years of receiving the training or class, the Employee will reimburse the City for the total training expenses incurred per the following schedule:

- (a) one year or less following the completion of the training or class - 100%
- (b) more than one year but less than two years - 75%
- (c) more than two years but less than three years - 50%
- (d) more than three years but less than four years - 25%
- (e) more than four years - 0%

\_\_\_\_\_ (name of Employee) has been authorized to attend the following training school or class:

\_\_\_\_\_  
\_\_\_\_\_ (class description).

In the event Employee voluntarily resigns within four years of receiving the training or class, the Employee agrees to reimburse the City for the total training expenses incurred pursuant to the schedule above.

Dated \_\_\_\_\_

\_\_\_\_\_  
CITY ADMINISTRATOR

\_\_\_\_\_  
EMPLOYEE

**AGENDA ITEM # J – 5**

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

**DATE:** February 20, 2024

**AGENDA ITEM:** Change Order #14 – Police Renovations

**ACTION:** Motion

**SYNOPSIS:** Change order #14 is in the amount of \$2,262.45, and was needed to correct electrical issues in the ceiling. These corrective measures are necessary to comply with current building codes.

**BUDGET ITEM:** Bond

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Change Order #14

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/16/2024



Prime Contract Change Order

Project: Mount Vernon-Lisbon Police Department Addition & Renovation
213 First Street NW
Mount Vernon, IA 52314

Job No: 0522007 Contract Date: Change Order No: 014 Change Order Date: 2/9/2024

Customer PO #:

To Contractor:
Septagon Construction Company
3500 J St SW
Cedar Rapids, IA 52404-4609

From Owner:
City of Mount Vernon
213 First Street NW
Mount Vernon, IA 52314

The Contract is hereby revised by the following items:

Electrical Work Above Ceiling In Corridor 121

Table with 3 columns: PCO, Description, Amount. Row 1: 035, Electrical Re-Work Above Ceiling In Corridor 121, \$2,262.45. Description: Labor and materials to bring existing electrical wiring up to code above the ceiling in corridor 121.

Summary table with 2 columns: Description, Amount. Rows include original contract value (\$1,106,500.00), sum of changes (\$72,622.67), contract value prior to change (\$1,179,122.67), change amount (\$2,262.45), new contract value (\$1,181,385.12), and contract duration (0 days).

Septagon Construction Company
BY Andy Zweibohmer
CONTRACTOR
SIGNATURE DATE

City of Mount Vernon
BY Doug Shannon
OWNER
Doug Shannon SIGNATURE 2/9/2024 DATE



# AIA® Document G701® – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Mount Vernon - Lisbon Police Department Addition & Renovations 380 Old Lincoln Highway Mount Vernon, IA 52314	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: November 22, 2022	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 014  Date: February 12, 2024
<b>OWNER:</b> <i>(Name and address)</i> City of Mount Vernon 213 First Street NW Mount Vernon, IA 52314	<b>ARCHITECT:</b> <i>(Name and address)</i> Martin Gardner Architecture, P.C. 700 11th Street Suite 200 Marion, IA 52302	<b>CONTRACTOR:</b> <i>(Name and address)</i> Septagon Construction, Co. 3500 J. Street Cedar Rapids, IA 52404

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

See attached Prime Contract Change Orders, both dated February 9, 2024.

The original Contract Sum was	\$ 1,106,500.00
The net change by previously authorized Change Orders	\$ 72,622.67
The Contract Sum prior to this Change Order was	\$ 1,179,122.67
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,852.45
The new Contract Sum including this Change Order will be	\$ 1,182,975.12

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be October 1, 2023 with Final Completion no later than December 30, 2023.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Martin Gardner Architecture, P.C.

**ARCHITECT** *(Firm name)*

DocuSigned by:



**SIGNATURE**

Mike Tucker, Senior Project Manager

**PRINTED NAME AND TITLE**

2/12/2024 | 10:21:28 PST

**DATE**

Septagon Construction, Co.

**CONTRACTOR** *(Firm name)*

DocuSigned by:



**SIGNATURE**

Seth Patterson, Construction Manager

**PRINTED NAME AND TITLE**

2/12/2024 | 10:31:03 PST

**DATE**

City of Mount Vernon

**OWNER** *(Firm name)*

**SIGNATURE**

Thomas Wieseler, Mayor

**PRINTED NAME AND TITLE**

**DATE**

**AGENDA ITEM # J – 6**

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

**DATE:** February 20, 2024

**AGENDA ITEM:** Change Order #15 – Police Renovations

**ACTION:** Motion

**SYNOPSIS:** Change order #15 is in the amount of \$1,590.00. This change order was requested by staff to complete various skim coating and texturing of existing corridors.

**BUDGET ITEM:** Bond

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Change Order #15

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/16/2024



**Prime Contract Change Order**

**Project: Mount Vernon-Lisbon Police Department Addition & Renovation**  
 213 First Street NW  
 Mount Vernon, IA 52314

Job No: 0522007      Contract Date:      Change Order No: 015      Change Order Date: 2/9/2024

Customer PO #:

**To Contractor:**  
 Septagon Construction Company  
 3500 J St SW  
 Cedar Rapids, IA 52404-4609

**From Owner:**  
 City of Mount Vernon  
 213 First Street NW  
 Mount Vernon, IA 52314

**The Contract is hereby revised by the following items:**

Drywall Repairs In Corridor 121 and Vestibule 100

PCO	Description	Amount
037	Drywall Repairs	\$1,590.00

Labor and material to skim coat existing walls and texture in the vestibule 100 and the corridor 121. No paint included for the vestibule 100. Corridor 121 will be painted per original scope of work.

The original Contract Value was.....	\$1,106,500.00
Sum of changes by prior Prime Contract Change Orders.....	\$74,885.12
The Contract Value prior to this Prime Contract Change Order was.....	\$1,181,385.12
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$1,590.00
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$1,182,975.12</b>
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

Septagon Construction Company

City of Mount Vernon

BY Andy Zweibohmer

BY Doug Shannon

CONTRACTOR

OWNER

SIGNATURE

DATE

*Doug Shannon*

SIGNATURE

02/09/2024

DATE



**AGENDA ITEM # J – 7**

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

<b>DATE:</b>	February 20, 2024
<b>AGENDA ITEM:</b>	Police Vehicle Purchase
<b>ACTION:</b>	Motion

**SYNOPSIS:** The city has finally received the Explorer it had ordered over a year and a half ago. This is the second police vehicle that will be received in FY 24, however the other unit was a scheduled replacement as it sustained significant damage from a deer collision. Total cost for the Explorer purchase is \$50,036.20

**BUDGET ITEM:** GF

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Purchase Order

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/16/2024

# MOTOR VEHICLE PURCHASE AGREEMENT

No. 258

Customer No. 0040642

DATE 02/19/2024

LYNCH FORD MT. VERNON, INC  
 410 BUSINESS 30 SW  
 MOUNT VERNON, IA 52314  
 319-895-8500

BUYER CITY OF MT. VERNON  
 CO-BUYER \_\_\_\_\_  
 ADDRESS 213 FIRST ST W  
 ADDRESS LINE 2 \_\_\_\_\_  
 CITY MOUNT VERNON STATE IA ZIP 52314  
 EMAIL ADDRESS dshannon@MTVERNONLISBONPD-IA.GOV  
 RES. PHONE 319-895-6141 CELL \_\_\_\_\_ WORK 319-667-4776  
 SALESPERSON SHANNON ROY BUYER'S REGISTRATION MONTH \_\_\_\_\_ COUNTY LINN

DESCRIPTION OF PURCHASED VEHICLE:  NEW  USED  DEMO  CAR  TRUCK  VAN  OTHER MILEAGE: 1  
 STOCK NO. 84155 YEAR 2024 MAKE FORD MODEL EXPLORER POLICE BODY TYPE AWD 4DR  
 V.I.N. 1 F M 5 K 8 A C 5 R G A 2 5 7 8 8 TRM \_\_\_\_\_ COLOR BLACK  
 TO BE DELIVERED ON OR ABOUT 02/19/2024

PRICE OF VEHICLE	\$ 47725.00
ACCESSORIES:	
DOCUMENTARY FEE	\$ NA
\$ 47725.00 CASH PRICE	\$ 47725.00
\$ NA LESS DOCUMENTARY FEE	
\$ NA LESS TRADE-IN ALLOWANCE	
\$ NA LESS MANUFACTURER'S REBATE	
\$ 47725.00 AMOUNT SUBJECT TO FEE FOR NEW REGISTRATION	
FEE FOR NEW REGISTRATION	\$ 151.20
TITLE FEE	\$ NA
LICENSE FEE	\$ NA
LIEN FILING FEE [credit sale only see (1) on page 2]	\$ NA
ELECTRONIC REGISTRATION & TITLING FEE	\$ NA
PREMIUMCARE NEW	2160.00
TOTAL CASH DELIVERED PRICE	\$ 50036.20
LESS TOTAL DOWN PAYMENT or PLUS AMOUNT OWED	\$ NA
UNPAID CASH BALANCE DUE ON DELIVERY	\$ 50036.20
OTHER INFORMATION OR TERMS OF SALE:	

TRADE-IN ALLOWANCE AND OTHER CREDITS:			
YEAR	MAKE	MODEL	BODY TYPE
V.I.N.			
BALANCE OWED TO			
YEAR	MAKE	MODEL	BODY TYPE
V.I.N.			
BALANCE OWED TO			
TRADE-IN GROSS ALLOWANCE			\$ NA
LESS AMOUNT OWING			\$ NA
NET TRADE-IN ALLOWANCE OR REMAINING TRADE-IN DEBT			\$ NA
CASH DOWN PAYMENT OR CREDIT BALANCE			\$ NA
MANUFACTURER'S REBATE (IF ANY)			\$ NA
TOTAL DOWN PAYMENT or AMOUNT OWED			\$ NA

**BUYER'S TRADE-IN CERTIFICATION**  
 If you are trading in a vehicle, you certify the following:  
 1. That there is no salvage, repair or other history on the vehicle title that would affect the value of the vehicle. If there is salvage, repair or other history on the title, you agree that the dealer may cancel this sale. That to the best of your knowledge, the vehicle was never on or required to be on a salvage, rebuilt, flood or branded title in this or any other state.  
 2. That the air bags are intact and in working order.  
 3. That while you have owned the trade-in, its odometer has not been repaired, replaced, tampered with or altered in any way. That the odometer statement, damage disclosure statement and prior vehicle history which you provided us for your trade-in is true and correct.  
 4. That the original emission control system (including the catalytic converter) is intact. That the engine and transmission have not been changed from the manufacturer's original specifications. That the trade-in does not have a cracked or defective head, block, powertrain or frame.

**WARRANTY DISCLAIMER**  
 YOU UNDERSTAND THAT THE VEHICLE IS SOLD "AS IS" WITH ALL FAULTS AND THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or any other warranties, express or implied, covering the vehicle unless we make a written warranty to you or unless we enter into a service contract with you within 90 days from the date of this contract. If we do so, any implied warranty will last only as long as the limited written warranty.  
 This provision does not affect any warranties which may be provided by the manufacturer. If there is a manufacturer's warranty on the vehicle, we are not a party to it and it is not a part of this contract. If we are authorized by the manufacturer to perform warranty work on your vehicle, we hope that you ask us to perform the work. However, the manufacturer's warranty is between you and the manufacturer.

Documentary Fee. A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to a buyer for the preparation of documents and the performance of related services. The maximum amount that may be charged for a documentary fee is determined by Iowa Code Section 322.19A. This notice is required by law.

You understand that this agreement (including the terms on page 2) is an offer to purchase the vehicle described which will become a binding contract once the dealer has signed it. This document represents the complete agreement between you and the dealer regardless of

FORD PROTECT

# Police Interceptor

Extended Service Plan



**Service Provided at Authorized Ford and Lincoln Dealerships in the U.S., Canada and Mexico**



**The Ford Protect Extended Service Plan that is 100% Backed by Ford Motor Company**



**Limit Out-of-Pocket Expenses**  
On covered repairs, you pay only the applicable deductible.



**Ford-Authorized Parts and Service**  
Repairs are made with Ford-authorized parts by factory-trained and certified technicians.



**24-Hour Roadside Assistance**  
Towing Assistance (up to \$100 per occurrence)  
Emergency Travel Expense (up to \$500 within the first 3 days per occurrence)  
Destination Assistance (up to \$75)



**First-Day Rental Benefits**  
Provides coverage for up to 10 days of rental for a covered repair.



**Interest-Free Payment Option**  
0% APR interest-free installment Payment Plan with flexible payment options is available when the extended service plan is not included in the vehicle financing; everyone qualifies. Making it the smart choice.



## Benefits of Commercial Payment Plan (CPP)

- Increased vehicle coverage -- and peace of mind -- at a reasonable cost per mile expense
- Purchase plans for your fleet with one monthly payment
- Improved cash flow
- All of the existing benefits of the consolidated billing in the Ford Quality Fleet Care program



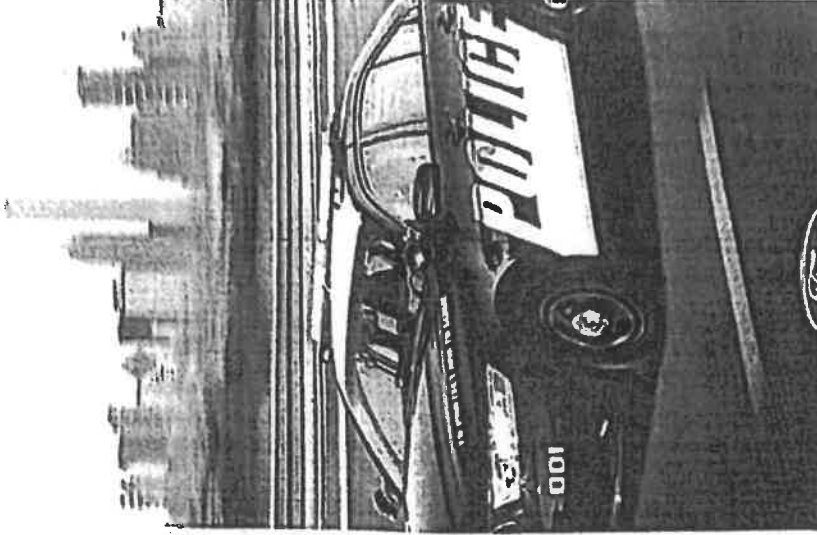
**Price: \$3,160**  
**Government Disc: \$1,000**

**Your Price: \$2,160**

**Coverage: 5 yr or 75k miles**  
**\$0 deductible!**



FORD PROTECT



Go Further

This brochure is intended to provide general information about Ford Protect. Prices and plans may vary, but purchased plans are not subject to change. Plan availability, benefits, coverage and provider may vary by state. For use only with October 2015 contract.

\*In Florida, this is a 5-year/100,000-mile Ford Protect Premium CARE Limited Warranty. In Texas, Ford Protect is a Service Contract from Ford Motor Service Company (License #227-182).

In the state of New York, 5-year/100,000-mile Ford Protect Premium CARE coverage must be purchased.

XFLA-POLICE004-F  
AUTZ\_4/15

Printed in U.S.A.

October 2015

Scanned with CamScanner

# Drive On with Confidence.

The Ford Protect PowertrainCARE Extended Service Plan for Your Ford Police Interceptor is Critical Service Plan Coverage Provided by Ford Motor Company.

Your Ford Police Interceptor comes with a 5-year/100,000-mile Ford Protect PowertrainCARE Extended Service Plan.\* This plan covers the parts and labor to repair 29 covered component parts, which could fail due to defects in material or workmanship, or due to normal wear. With the Ford Protect PowertrainCARE Extended Service Plan, it's covered.

### 29 Covered Component Parts

- ENGINE**
  - All Internally Lubricated Parts
  - Cylinder Block
  - Cylinder Heads
  - Flywheel
  - Manifold (Exhaust and Bolts)
  - Manifold Intake and Bolts
  - Oil Pan
  - Oil Pump
  - Seals and Gaskets
  - Thermostat
  - Thermostat Housing
  - Timing Chain Cover
  - Timing Chain (Gears or Belt)
  - Turbocharger/Supercharger Unit (Factory-installed)
  - Valve Covers
  - Water Pump
- REAR/FRONT-WHEEL-DRIVE AXLE**
  - Axle Shafts
  - Rear Drive Axle Housing and Front Axle Housing for 4x4 (Including All Internal Parts)
  - Front Final Drive Housing and Rear Axle Housing for AWD (Including All Internal Parts)
  - Driveshaft
  - Hubs Automatic Front Locking (Four-Wheel Drive)
  - Locking Rings (Four-Wheel Drive)
  - Seals and Gaskets
  - Universal and Constant Velocity Joints

- TRANSMISSION**
  - All Internally Lubricated Parts
  - Seals and Gaskets
  - Torque Converter
  - Transfer Case (Including All Internal Parts)
  - Transmission Case

\*Coverage is part of the warranty in the states of Florida and New York.

### Ford Protect PowertrainCARE Extended Service Plan Upgrade Options

The price for parts and labor to repair many major component parts can be significant. That's why we've created options that let you take advantage of additional coverage for your Ford Police Interceptor:

- Ford Protect BaseCARE Extended Service Plan, which covers 84 key component parts
- Ford Protect ExtraCARE Extended Service Plan, which covers 113 key component parts
- Ford Protect PremiumCARE Extended Service Plan, which covers more than 1,000 key component parts

### Upgrading Your Coverage Makes Sense

One repair bill may easily exceed the price of an upgraded Ford Protect Extended Service Plan. Consider the costs for these covered items, compared to how much you'll pay when you upgrade to the Ford Protect PremiumCARE Extended Service Plan with a \$0 deductible. It's clear that your upgraded coverage can quickly pay for itself!



- Engine ~~\$5,443~~ \$0
- Steering Gear ~~\$1,492~~ \$0
- Transmission ~~\$5,236~~ \$0
- Airbag ~~\$795~~ \$0
- A/C Evaporator Core ~~\$1,489~~ \$0
- Instrument Cluster ~~\$815~~ \$0

These examples are based on an average estimated U.S. retail repair cost for 2011-2015 Explorer. Actual repair costs will vary by vehicle and dealer location.

A variety of time and mileage options are available to extend your Ford Protect PowertrainCARE Extended Service Plan coverage:

TIME AND MILEAGE OPTIONS (Available within New Vehicle Limited Warranty)	or Time Covered (Coverage ends at the earlier of years or mileage)							
	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years
36,000 Miles	✓	✓	✓	✓	✓	✓	✓	✓
48,000 Miles	✓	✓	✓	✓	✓	✓	✓	✓
60,000 Miles	✓	✓	✓	✓	✓	✓	✓	✓
75,000 Miles	✓	✓	✓	✓	✓	✓	✓	✓
100,000 Miles	✓	✓	✓	✓	✓	✓	✓	✓
125,000 Miles	✓	✓	✓	✓	✓	✓	✓	✓
150,000 Miles	✓	✓	✓	✓	✓	✓	✓	✓

\* Coverage begins with the original in-service date (New Vehicle Limited Warranty start date) and zero miles. Your selected coverage expires upon reaching the earlier of time or mileage.

### Ford Protect Premium Maintenance Extended Service Plan Packages

The Ford Protect Premium Maintenance Extended Service Plan covers routine inspections, preventive care and replacement of normal wear items that require periodic attention, including:

- Engine oil and filter changes
- Shock absorbers/struts
- Multi-point inspections
- Clutch discs
- Tire rotations
- Engine belts, coolant hoses, clamps and O-ring seals
- Brake pads and linings
- Wiper blades
- Spark plugs

**AGENDA ITEM # J – 8**

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

<b>DATE:</b>	February 20, 2024
<b>AGENDA ITEM:</b>	Water's Edge Design Agreement
<b>ACTION:</b>	Motion

**SYNOPSIS:** Enclosed you will find the design contract and estimate of costs for the 2024-2025 pool renovation project. The estimated engineering fee for this phase of the redevelopment project is \$210,000.

**BUDGET ITEM:** Bond

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Agreement and Cost Estimate

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/16/2024

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

This is an agreement effective as of the date of last signature below between Waters Edge Aquatic Design, LLC ("ENGINEER") and the City of Mount Vernon, IA ("OWNER").

The OWNER intends to plan, design, and construct improvements to the existing swimming pool and buildings, including site work and appurtenances ("PROJECT").

OWNER is authorized and empowered to contract with ENGINEER for the purpose of furnishing Engineering Services in connection with the PROJECT, and necessary funds for payment of said services are available.

OWNER and ENGINEER in consideration of their mutual understanding as set forth herein agree to the following scope of work, methods of delivery, fee basis, general conditions, and related issues ("Agreement"). This Agreement includes the following attached Appendices:

- Appendix A - Terms and Conditions
- Appendix B - ENGINEER's Services
- Appendix C - OWNER's Responsibilities
- Appendix D - Insurance
- Appendix E - Billing Rates

Terms and conditions of this Agreement are described in Appendix A. ENGINEER agrees to perform engineering design services in accordance with the Scope of Services described in Appendix B. OWNER's Responsibilities are described in Appendix C. Insurance information is listed in Appendix D.

The OWNER hereby agrees to give the ENGINEER all its planning and design criteria, OWNER design and construction standards, and full information as to the OWNER's requirements for the PROJECT.

This Agreement represents the entire and integrated agreement between the ENGINEER and the OWNER, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the ENGINEER and the OWNER. In Witness whereof, the parties hereto have executed this Agreement, the Effective Date of which is indicated by the date of the last signature below.

Waters Edge Aquatic Design, LLC " ENGINEER "	City of Mount Vernon OWNER "
By: _____	By: _____
Print Name: Jeff A. Bartley	Print Name: _____
Print Title: Principal	Print Title: _____
Date: _____	Date: _____



## APPENDIX A - TERMS AND CONDITIONS

### SERVICES OF ENGINEER

#### 1.01 Scope

- A. ENGINEER will provide preliminary design, final design, bidding, construction administration, and post construction services for the PROJECT.
- B. ENGINEER will serve as OWNER's professional engineering representative in those phases of the PROJECT to which this Agreement applies and will give consultation and advice to OWNER during the performance of its services.
- C. ENGINEER will provide the Basic Services outlined and described in this Agreement.
- D. ENGINEER will provide Additional Services only following authorization by the OWNER.

### OWNER'S RESPONSIBILITIES

#### 2.01 Scope

- A. OWNER shall have the responsibilities set forth in this Agreement.

### TIMES FOR PROVIDING SERVICES

#### 3.01 General

- A. ENGINEER's obligation to provide services hereunder will be for a period of time that may reasonably be required for the completion of said services.
  - 1. If OWNER requests changes in scope, extent, or character of the PROJECT, the time of performance and compensation for ENGINEER's services shall be adjusted equitably.
  - 2. OWNER understands that ENGINEER cannot guarantee a construction completion date because construction activities are the Contractor's responsibility.
  - 3. The OWNER and ENGINEER are aware that many factors outside the ENGINEER's control may affect the ENGINEER's ability to complete the services to be provided under this Agreement. The ENGINEER will perform these services with reasonable diligence and expediency consistent with sound professional practices.

#### 3.02 Suspension

- A. The OWNER agrees that the ENGINEER is not responsible for damages arising directly or indirectly from any delays for causes beyond the ENGINEER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the ENGINEER to perform its services in an orderly and efficient manner, the ENGINEER shall be entitled to a reasonable adjustment in schedule and compensation.



- B. If ENGINEER's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of ENGINEER, ENGINEER will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.

**PAYMENT TO ENGINEER**

**4.01 Compensation**

- A. General: In addition to other requirements of this Agreement, compensation is based on the following:
  - 1. An assumed total project budget of approximately \$1.75M or less for improvements to the existing swimming pool.
  - 2. A traditional design-bid-build delivery process with one prime contractor.
  - 3. Fees for special consultants (e.g. geotechnical consultant, topographic site survey, testing agencies, etc...) are not included. These consultants are generally contracted independently from the ENGINEERING SERVICES AGREEMENT. If special consultants are required within this agreement, fees for such services will be negotiated at the time based on the required scope of work.
  - 4. ENGINEER will furnish sets of the plans and specifications to the OWNER. Additional sets required for permitting, OWNER's review, bidding, or for construction will be furnished at the cost of reproduction and paid for by others (e.g. OWNER, Bidders, or Contractor).

- B. The OWNER agrees to compensate the ENGINEER for the consulting services provided under this Agreement based on the following:

Lump Sum Amount:

Phase I - Prelim Design/Design Development	\$31,500
Phase II - Final Design/Construction Documents	\$102,900
Phase III - Bidding	\$5,250
Phase IV/V - Construction Administration and Post Construction	<u>\$70,350</u>
Total Lump Sum Amount:	\$210,000

- C. Expenses: Direct expenses are included within the lump sum fee amount listed above.
- D. Compensation for additional or redesign services requested by OWNER during the Construction Phase will be based on Appendix B, Section 2 - Additional Services, unless agreed to otherwise.

**4.02 Other Payment Provisions**

- A. Invoices will be prepared using ENGINEER's standard practices and shall clearly identify the level of progress claimed.
- B. Payment Due: Invoices shall be submitted by the ENGINEER monthly in proportion to services provided, are due upon presentation, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- C. Interest: If payment in full is not received by the ENGINEER within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE

amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principle.

- D. **Suspension of Services:** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the ENGINEER may suspend performance of services upon seven (7) calendar days' notice to the OWNER. The ENGINEER shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER, the ENGINEER shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the ENGINEER to resume performance. In the event of any termination of this Agreement, ENGINEER will be entitled to invoice the OWNER and will be paid for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.
- E. If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ENGINEER in writing within seven (7) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.
- F. Payments to the ENGINEER shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the OWNER of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the ENGINEER's compensation for any reason unless the ENGINEER has been found to be legally liable for such amounts.
- G. In the event of any termination of this Agreement, ENGINEER will be entitled to invoice the OWNER and will be paid for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.
- H. In the event legal action is necessary to enforce the payment terms of this Agreement, the ENGINEER shall be entitled to collect from the OWNER any judgement or settlement sums due plus reasonable attorneys fees, court costs, and other expenses incurred by the ENGINEER for such collection action and, in addition, the reasonable value of the ENGINEER's time and expenses spent for such collection action, computed according to the ENGINEER's prevailing fee schedule and expense policies.

## OPINIONS

### 5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable construction costs for the PROJECT will be made on the basis of ENGINEER's professional judgment and experience.
- B. The OWNER understands that the ENGINEER has no control over the cost or availability of labor, materials, equipment, or services provided by others, or over Contractor's methods of determining prices, or over market conditions.
- C. ENGINEER makes no warranty, express or implied, that bids, the negotiated cost of the PROJECT or actual construction costs will not vary from opinions of probable construction cost prepared by ENGINEER.

## GENERAL CONSIDERATIONS

### 6.01 Performance Standards

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill normally furnished by members of the ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER and OWNER shall comply with applicable laws and regulations that are in effect as of the date of this Agreement and OWNER-mandated standards. Changes to these requirements after the effective date of this Agreement may be the basis for modifications to the OWNER's responsibilities or to ENGINEER's scope of services, compensation, or times of performance.
- C. The ENGINEER shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the ENGINEER, increase the ENGINEER's risk or the availability or cost of its professional or general liability insurance.
- D. As used herein, the word certify shall mean an expression of the ENGINEER's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the ENGINEER.

### 6.02 Project Representatives

- A. At the start of the PROJECT, ENGINEER and OWNER shall designate specific individuals to act as Project Representatives with respect to the services to be performed or furnished by the ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have the authority to transmit instructions, receive information, and render decisions relative to the PROJECT, on behalf of each respective party.

### 6.03 Use of Documents

- A. Documents prepared by ENGINEER as part of the services shall become the property of the OWNER, provided, that ENGINEER shall also have the right to their use. Rights to intellectual property developed, utilized, or modified in the performance of the service shall remain the property of the ENGINEER.
- B. OWNER may make and retain copies of Documents for information and reference in connection with use on the PROJECT by OWNER for use, maintenance and repair of the PROJECT. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project.
- C. If the ENGINEER for any reason is not allowed to complete all the services called for by this Agreement, the ENGINEER shall not be held responsible for the accuracy, completeness, or constructability of the construction documents prepared by the ENGINEER if used, reused, changed or completed by the OWNER or by another party. Accordingly, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees, and subconsultants (collectively, ENGINEER) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising

from such use, change or completion by any other party of any construction documents prepared by ENGINEER.

#### 6.04 Insurance

- A. ENGINEER will procure and maintain insurance as set forth in Appendix D.
- B. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the PROJECT.
- C. All policies of property insurance shall contain provisions to the effect that ENGINEER's interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

#### 6.05 Termination

- A. In the event of termination of this Agreement by either party, the OWNER shall, within fifteen (15) calendar days of termination, pay the ENGINEER for all services rendered and all reimbursable costs incurred by the ENGINEER up to the date of termination, in accordance with the payment provisions of this Agreement.
- B. The OWNER may terminate this Agreement for the OWNER's convenience and without cause upon giving the ENGINEER not less than seven (7) calendar days written notice.
- C. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons.
  - 1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
  - 2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
  - 3. Suspension of the Project or the ENGINEER's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate.
  - 4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- D. In the event of any termination that is not the fault of the ENGINEER, the OWNER shall pay the ENGINEER, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the ENGINEER in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

#### 6.06 Successors, Assigns, and Beneficiaries

- A. OWNER and ENGINEER each is hereby bound to the other party in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in

this Agreement without the written consent of the other, except to the extent mandated or restricted by law.

#### 6.07 Third-Party Beneficiaries

- A. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

#### 6.08 Fiduciary Responsibility

- A. OWNER confirms that neither the ENGINEER nor any of the ENGINEER's subconsultants or subcontractors has offered any fiduciary service to the OWNER and no fiduciary responsibility shall be owed to the OWNER by the ENGINEER or any of the ENGINEER's subconsultants or subcontractors, as a consequence of the ENGINEER's entering into this Agreement with the OWNER.

#### 6.09 Jobsite Safety

- A. Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees and subconsultants at a construction/project site, shall impose any duty on the ENGINEER, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the General Contractor shall defend and indemnify the OWNER, the ENGINEER and the ENGINEER's subconsultants. The OWNER also agrees that the OWNER, the ENGINEER and the ENGINEER's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

#### 6.10 Controlling Law

- A. This Agreement is to be governed by the law of the State of Iowa.

#### 6.11 Dispute Resolution

- A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- B. OWNER and ENGINEER agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- C. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses,

including staff time, court costs, attorney's fees and all other related expenses in such litigation.

#### 6.12 Hazardous Environmental Conditions

- A. OWNER represents to ENGINEER that to the best of its knowledge a hazardous environmental condition does not exist at or near the PROJECT Site.
- B. Both parties acknowledge that the ENGINEER's scope of services does not include any services related to the presence or removal of any hazardous or toxic materials.

#### 6.13 Allocation of Risks

- A. The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ENGINEER is legally liable.
- B. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.
- C. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.
- D. In recognition of the relative risks and benefits of the PROJECT to both the OWNER and the ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER to the OWNER for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the ENGINEER to the OWNER shall not exceed the ENGINEER's total insurance provided on this PROJECT. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- E. It is intended by the parties to this Agreement that the ENGINEER's services in connection with the PROJECT shall not subject the ENGINEER's individual employees, officers, members or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the OWNER agrees that as the OWNER's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the ENGINEER, a Kansas limited liability company, and not against any of the ENGINEER's individual employees, officers, members or directors.

#### 6.14 Consequential Damages

- A. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or

the ENGINEER, their employees, agents, subconsultants or subcontractors.  
Consequential damages include, but are not limited to, loss of use and loss of profit.

#### 6.15 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### 6.16 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision that comes as close as possible to expressing the intention of the stricken provision.

#### 6.17 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### 6.18 Code Compliance

- A. The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the ENGINEER to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

#### 6.19 Betterment

- A. When a Change Order is necessitated by an act or omission of ENGINEER or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by OWNER and ENGINEER. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by ENGINEER or of the lack of professional quality deliverables prepared by ENGINEER, OWNER shall be entitled to an amount equal to the difference between the actual cost of the change Work and the estimated cost of the change Work (less added value to the OWNER) if there had been no such act, omission, or error. ENGINEER shall pay such sum to OWNER.

#### 6.20 Changed Conditions

- A. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

## 6.21 Confidential Communications

- A. The ENGINEER may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the OWNER. Those about whom reports and opinions are rendered may as a consequence initiate claims against the ENGINEER. To help create an atmosphere in which the ENGINEER may freely report or express such opinions candidly in the interest of the OWNER, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harm-less the ENGINEER against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from the rendering of such confidential opinions and reports by the ENGINEER to the OWNER or to the OWNER's agents.

## 6.22 Permits and Approvals

- A. The ENGINEER shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the ENGINEER's services are being engaged. This assistance will consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the ENGINEER and included in the scope of Basic Services of this Agreement.

## DEFINITIONS

### 7.01 Defined Terms

- A. As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement.
  1. CERTIFY, CERTIFICATION: A statement of the ENGINEER's opinion, based on his or her observation of conditions, to the best of the ENGINEER's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that the ENGINEER's certification shall not relieve the OWNER or the OWNER's contractors of any responsibility or obligation they may have by industry custom or under any contract.
  2. COST ESTIMATE: An opinion of probable construction cost made by the ENGINEER. In providing opinions of probable construction cost, it is recognized that neither the OWNER nor the ENGINEER has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on the ENGINEER's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the OWNER's budget or from any opinion of probable cost prepared by the ENGINEER.
  3. DAY, DAYS: A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.
  4. INSPECT, INSPECTION: The visual observation of construction to permit the ENGINEER, as an experienced and qualified professional, to determine that the Work, when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, the ENGINEER makes no guarantee for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. The



ENGINEER shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.

5. RECORD DOCUMENTS: Drawings prepared by the ENGINEER upon the completion of construction based upon the drawings and other data furnished to the ENGINEER by the Contractor and others showing significant changes in the Work made during construction. Because Record Documents are prepared based on unverified information provided by others, the ENGINEER makes no warranty of the accuracy or completeness of the drawings. Refer to Appendix B – ENGINEER Services to determine if preparation of Record Documents is part of Basic Services or Additional Services.
- B. Additional terms and definitions are referenced as part of this Agreement in Article 7 – Definitions of the Standard Form of Agreement Between Owner and Engineer for Professional Services Prepared by Engineers Joint Contract Documents Committee EJCDC No. 1910-1 (1996 Edition).

**END OF APPENDIX A 9 00003**

## **APPENDIX B - ENGINEER'S SERVICES**

ENGINEER will provide evaluation, preliminary design, final design, bidding, construction administration, and post construction services for the PROJECT as set forth below.

### **BASIC SERVICES**

#### **1.01 Phase I - Preliminary Design/Design Development**

- A. ENGINEER will complete the following Design Development Phase tasks:
  - 1. ENGINEER will use available information from the evaluation and concept phase as the basis for the pool layout and design criteria.
  - 2. ENGINEER's work will include pool site development. ENGINEER will coordinate pool facilities within the available site.
  - 3. When the Design Development is complete, ENGINEER will meet with OWNER to review the drawings and cost information. Based on comments by the OWNER, ENGINEER will adjust the design and prepare the final Preliminary Design documents.
  - 4. At the conclusion of the Design Development phase, ENGINEER will make a final presentation to the group designated by OWNER. The presentation will include a summary of the entire PROJECT in a written document as well as a verbal presentation. ENGINEER will create a Power Point presentation that describes the Preliminary Design and summarizes the PROJECT findings. ENGINEER will provide a colored layout drawing for the recommended pool design.

#### **1.02 Phase II - Final Design/Construction Documents**

- A. After acceptance by OWNER of the Design Development documents, ENGINEER will:
  - 1. On the basis of the above acceptance, prepare final engineering design and prepare final construction documents including bidding documents, specifications and drawings indicating the scope, extent, and character of the work to be performed and furnished by Contractor. Specifications will be prepared in general conformance with the 50-division format of the Construction Specifications Institute.
  - 2. Provide design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the PROJECT and assist OWNER in consultations with appropriate authorities.
  - 3. Prepare and furnish Final Construction Documents for review and approval by OWNER.
  - 4. The number of prime contracts for work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one (1).
  - 5. ENGINEER will provide an updated opinion of probable cost of the PROJECT.
- B. ENGINEER's services under the Final Design/Construction Documents Phase will be considered complete on the date when the final documents have been delivered to and accepted by the OWNER. Under this Agreement ENGINEER will furnish two (2) final sets of the plans and specifications to the OWNER. If requested, additional sets will be furnished at the cost of reproduction.

### 1.03 Phase III - Bidding

- A. After acceptance by OWNER of the Bidding Documents, and upon written authorization by OWNER to proceed ENGINEER will:
  - 1. Assist OWNER in advertising for qualified contractors to submit bids for constructing the PROJECT and distribute bidding documents to prospective bidders. Cost for printing and mailing of these documents will be paid for by prospective bidders.
  - 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
  - 3. Assist OWNER in evaluating the low bidder's proposal. Furnish and assist in assembling up to four (4) sets of Contract Documents for execution by OWNER and Contractor.
  - 4. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor.
- B. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with the prospective bidder.

### 1.04 Phase IV - Construction Administration

- A. Upon successful completion of the Bidding Phase, ENGINEER will perform the following:
  - 1. General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in performance of Construction Administration of the Construction Contract to the extent provided in this Agreement and said General Conditions.
  - 2. ENGINEER shall distribute plans and specifications to the selected reproduction company. The reproduction and shipping costs for these documents shall be paid for by OWNER.
  - 3. Selecting Independent Testing Laboratory. Assist OWNER in the selection of an independent testing laboratory to perform the services needed for the PROJECT.
  - 4. Visits to Site and Observation of Construction. In connection with observations of Contractor's work while it is in progress:
    - a. ENGINEER will visit the site at intervals appropriate to the stage of construction in order to observe the progress and quality of the work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow ENGINEER, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.
    - b. Based on this general observation, ENGINEER will keep the OWNER informed about the progress of the Work and shall advise the OWNER about observed deficiencies in the Work.
    - c. ENGINEER will not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the OWNER's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

- d. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by ENGINEER as Additional Services in accordance with the terms of this Agreement.
  - e. ENGINEER will not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.
5. Defective Work. Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed PROJECT that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents. ENGINEER will advise and consult with the OWNER on correction of Defective work and shall assist the OWNER in testing of work believed to be defective if necessary. Services in connection with the evaluation of and determination to accept Defective work by contractor, including required re-design services, will be paid in accordance with Section 2 - Additional Services.
  6. Clarifications, Interpretations, and Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
  7. Change Orders. Recommend Change Orders to OWNER, as appropriate, and prepare Change Orders as required.
  8. Shop Drawing Review. Review and take other appropriate action on the submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. Review of a specific item shall not indicate that ENGINEER has reviewed the entire assembly of which the item is a component. ENGINEER will not be responsible for any deviations from the Construction Documents not brought to the attention of ENGINEER in writing by the Contractor.
  9. Substitutes and "or-equal". Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. If the substitute product requires re-design, the cost for these services will be paid as described in Section 2 – Additional Services.
  10. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents. ENGINEER will be entitled to rely on the results of such tests.
  11. Applications for Payment. Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that ENGINEER recommends be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents.
  - b. By recommending any payment, ENGINEER will not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.
12. Contractor's Completion Documents.
- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
  - b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
  - c. ENGINEER will transmit these documents to OWNER.
13. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with OWNER and Contractor, conduct a site visit to determine if the work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the work Substantially Complete, ENGINEER will deliver a notice of Substantial Completion to OWNER and Contractor.
14. Final Notice of Acceptability of the Work. Conduct a final site visit to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER will also provide a notice that the work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
- B. Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the PROJECT and will terminate upon written recommendation by ENGINEER for final payment to Contractor.

## 1.05 Phase V - Post-Construction Services

- A. During the Post-Construction Phase, ENGINEER will:
  - 1. Provide assistance in connection with the testing and adjusting of PROJECT equipment or systems.
  - 2. Assist in training OWNER's staff to operate and maintain PROJECT equipment, and systems.
  - 3. Together with OWNER, visit the PROJECT to observe any apparent defects in the work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.
  - 4. If requested by OWNER and in company with OWNER, provide a review of the PROJECT within one month before the end of the Warranty Period to ascertain whether any portion of the work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Appendix, will terminate upon written recommendation by ENGINEER for final payment to Contractor.

## ADDITIONAL SERVICES

### 2.01 Scope of Additional Services

- A. ENGINEER will advise OWNER as to the necessity of data or services of the types described in Section 2 – Additional Services, which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.
- B. If authorized in writing by OWNER, ENGINEER will furnish or obtain from others Additional Services of the types listed below. OWNER will pay for these services based on hourly charge rates and direct expenses at cost. All authorized Additional Services shall be paid for over and above the fees for the Basic Services.
  - 1. Preparation of applications and supporting documents for obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.
  - 2. Services to make measured drawings of or to verify the accuracy of drawings or other information furnished by OWNER.
  - 3. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by ENGINEER or its design requirements including, any other causes beyond ENGINEER's control.
  - 4. Services required for the evaluation of and determination to accept defective Work by Contractor including required re-design services.
  - 5. Services required for re-design as a result of substitute products during the construction phase.
  - 6. Services in connection with assistance with or coordination of fund raising efforts, donated items, or items furnished by OWNER or others.
  - 7. Services required as a result of OWNER's providing incomplete or incorrect PROJECT information with respect to Appendix B.
  - 8. Services during authorized out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.

9. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the OWNER's program or other instruction.
10. Providing construction surveys and layouts to enable Contractor to perform its work.
11. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
12. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on PROJECT annotated record documents received from Contractor.
13. Preparing to serve or serving as engineer or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the PROJECT. Billing rates for expert witness services are higher than standard billing rates and will be furnished upon request.
14. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER.
15. Providing an enhanced or detailed pool operations manual.
16. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

**END OF APPENDIX B 9 00004.03**

## APPENDIX C - OWNER'S RESPONSIBILITIES

The Agreement is amended and supplemented to include the following Agreement of the parties.

In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Furnish copies of all design and construction standards that OWNER will require to be included in the Drawings and Specifications. Furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- C. Furnish to ENGINEER any other available information pertinent to the PROJECT including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- D. Contract for topographic survey for the Site, if needed. ENGINEER will coordinate with surveyors for scope and fee proposals.
- E. Contract with geotechnical engineering services in connection with explorations and tests of subsurface conditions at the Site including providing a written report with recommendations. ENGINEER will coordinate with geotechnical engineering firms for scope and fee proposals.
- F. If demolition of existing facilities is required, provide a building materials assessment for identification of hazardous materials, such as asbestos, and have such materials removed and disposed of properly before start of construction.
- G. Following ENGINEER's assessment of initially-available PROJECT information and data and upon ENGINEER's request, furnish or otherwise make available such additional PROJECT related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services.
- H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or if any other development that affects the scope or time of performance of ENGINEER's services, or any defect or non-conformance in ENGINEER's services or in the work of any Contractor.
- I. Authorize ENGINEER to provide Additional Services as required by OWNER.
- J. Arrange for safe access to and make all provisions for ENGINEER to enter upon public property as required for ENGINEER to perform services under the Agreement.
- K. Examine all alternate solutions, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or ENGINEER's as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.



- L. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the PROJECT designed or specified by ENGINEER.
- M. Provide, as required for the PROJECT:
  - 1. Accounting, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the PROJECT as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
  - 3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
  - 4. Placement and payment for advertisement for Bids in appropriate publications.
- N. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the work with appropriate professional interpretation thereof.

**END OF APPENDIX C 9 00004.11**

## **APPENDIX D - INSURANCE**

The Agreement is amended and supplemented to include the following Agreement of the parties.

The limits of liability for the insurance required by this Agreement are as follows:

- A. By ENGINEER:
  - 1. Workers' Compensation: Statutory
  - 2. Employer's Liability:
    - a. Each Accident \$500,000
    - b. Disease, Policy Limit \$500,000
    - c. Disease, Each Employee \$500,000
  - 3. General Liability:
    - a. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
    - b. Personal and advertising injury \$1,000,000
    - c. Products - completed operations aggregate \$2,000,000
    - d. General Aggregate \$2,000,000
  - 4. Excess or Umbrella Liability:
    - a. Each Occurrence \$2,000,000
    - b. General Aggregate \$2,000,000
  - 5. Automobile Liability:
    - a. Combined Single Limit (Bodily Injury and Property Damage and Hired and Non-Owned Auto Liability) Each Accident \$1,000,000
  - 6. Professional Liability Insurance
    - a. Limits of \$1,000,000 per claim and \$2,000,000 annual aggregate
    - b. Certificate can be furnished upon request.

**END OF APPENDIX D 9 00004.12**



## **APPENDIX E - BILLING RATES (2024)**

The Agreement is amended and supplemented to include the following Agreement of the parties.

The following range of billing rates represent the range of individuals who may work on this project. These rates do not apply to expert witness services. Billing rates for expert witness services will be furnished upon request. Billing Rates are subject to change each year.

Principal Engineer	\$175 to \$220 per hour
Design Engineer/ Project Manager	\$100 to \$180 per hour
Engineer-in-Training / Intern	\$90 to \$115 per hour
Project Designer/Manager	\$100 to \$135 per hour
Project Designer	\$80 to \$100 per hour
Aquatics Planner/ Operations Analyst	\$110 to \$145 per hour
Business/Community Development	\$80 to \$110 per hour
Administrative Assistant	\$70 to \$90 per hour

### Expenses

- A. Direct project expenses will include basic expenses and special project expenses. Basic expenses include those needed to perform our work. Special project expenses are those that are requested by the OWNER for their project, such as renderings, models, testing or other special items. The OWNER must authorize any special expense prior to our incurring that expense.
- B. The following items are examples of basic expenses.
  - 1. Travel costs including airfare, rental vehicles, rental fuel, mileage, and other transportation costs.
  - 2. Mileage costs are billed at the IRS-approved rate.
  - 3. Lodging including motel costs and all related taxes.
  - 4. Meals including tips (no alcohol).
  - 5. Outside printing costs including photocopies, color CAD drawings, mounting and laminating presentation boards, plotting construction drawings and related items.

**END OF APPENDIX E 9 00004.13**



**Mount Vernon, Iowa**  
**Swimming Pool Improvements Budget Worksheet**  
2/8/2024



<b>Budget Item</b>	<b>Total Cost, \$</b>
Max Construction Budget (with Contingency)	\$1,450,000
Design and CA Contract	\$210,000
Bidding & Reproduction Costs	\$5,000
Construction Site Testing	\$10,000
Topographic Site Survey	\$10,000
City's FF&E budget	\$50,000
<b>Total Project Subtotal</b>	<b>\$1,735,000</b>

**AGENDA ITEM # J – 9**

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

<b>DATE:</b>	February 20, 2024
<b>AGENDA ITEM:</b>	Parks Master Plan Revisions
<b>ACTION:</b>	Motion

**SYNOPSIS:** Please see the proposed changes that are being recommended to the City Council by the Parks and Rec board. The original plan was adopted by the city in 2017.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Parks and Rec Director

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Parks and Rec Master Plan

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/16/2024

# Comprehensive Parks and Recreation Master Plan



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## Mission Statement

The Mount Vernon Parks and Recreation Board is dedicated to maintaining and improving the quality of parkland, natural resources, and recreational programming to enrich the lives of the community and its visitors.

**We provide** balanced and accessible opportunities for all people to enhance their physical and mental well-being. Work to be environmentally and fiscally responsible within our parks and recreation system. Develop effective collaborations and partnerships to enhance our community for current and future generations.

## INTRODUCTION

The City of Mount Vernon's Parks and Recreation Master Plan is a tool for the assessment of the community's needs and available resources in order to develop a clear set of goals, strategies, and standards for the City's parks, trails, open space system, current and future recreation facilities, plus program development for the next ten years.

Planning processes utilized a comprehensive approach, including:

- 1.) a physical inventory
- 2.) statistically valid public survey
- 3.) benchmarking
- 4.) national standards analysis
- 5.) demographics
- 6.) mapping
- 7.) trends.

The community-driven master plan is intended to guide Mount Vernon's Parks and Recreation in establishing sustainable, prioritized recommendations to:

- 1.) facility improvements and development,
- 2.) recreation programming,
- 3.) operations and maintenance
- 4.) resources and funding.

The City of Mount Vernon's Parks and Recreation Master Plan is assembled with the expectation of annual review and revision as needs and wants may evolve within the Mount Vernon community.

### Overview

**Study Area** The study area for the Parks and Recreation Master Plan encompasses the entire town of Mount Vernon, which is in southeastern Linn County in East Central Iowa. The town of Mount Vernon has an official 2010 Census population of 4,527. The physical character of Mount Vernon's neighborhoods is mostly urban, with a small number of rural areas within city limits taken into consideration. It includes institutional land uses such as Cornell College, a Division III liberal arts college, and the Mount Vernon Community School District.

Mount Vernon's neighbor directly to the east is Lisbon. Lisbon's city limits are adjacent with the city of Mount Vernon's eastern boundary. Its official population in 2020 was 2,233. Lisbon funds its own Parks and Recreation department and programs, including a full-time director.

*"There are things about living in a small town that you can't necessarily quantify." - Brandon Routh*

## The Process

### Community Consultation/Survey

- I. The Parks and Recreation Board initiated a community survey in November 2010 with results compiled in 2011. Sent out to every household (1,353), the survey contained 11 questions and room for additional comments. A total of 297 surveys were returned (21.9%) and compiled with results provided in Table 1 (attached). It is recommended with future master plan updates the Parks and Recreation Board host discussions with local community recreation groups, the Mount Vernon Community School District, Cornell College, and city staff. The Parks and Recreation Board will welcome public input before recommending a finalized document to the Mount Vernon City Council.
- II. Population and Projections Per the 2020 census, there were 4,506 people residing in Mount Vernon; 1,271 households, and 894 families. The population density was 1,291 inhabitants per square mile. 1,397 housing units completed an average density of 400 units per square mile.
- III. The racial makeup of the city was 95.0% White, 0.9% African American, 0.2% Native American, 1.7% Asian, 0.5% from other races and 1.6% from two or more races. Hispanic or Latino of any race were 1.9% of the population. There were 1,353 households out of which 37.3% had children under the age of 18 living with them, 54.2% were married couples living together, 9.2% had a sole female householder, 2.7% had a sole male householder, and 33.9% were non-families. 26.5% of all households were made up of individuals and 8.9% had someone living alone who was 65 years of age or older. The average household size was 2.54 and the average family size was 3.14.

The median age in the city was 24.4 years. 22.9% of residents were under the age of 18; 27.7% were between the ages of 18 and 24; 19.7% were from 25 to 44; 20.1% were from 45 to 64; and 9.5% were 65 years of age or older. The gender makeup of the city was 48.5% male and 51.5% female.

The 2006 Fiscal Impact of Residential Development in Mount Vernon study, located on the City's website conservatively predicted 5,000 residents in 2015. A 2012 Census estimate placed the city's population at 4,583 – a two-year growth rate from 2010 of nearly 2% in two years. According to the Mount Vernon Comprehensive Plan, a 2013 estimate was established based on the City's building permit data. Using 2.4 people per household and 18 new homes constructed since 2010, the 2013 estimated population was 4,626. The projected populations for 2020 and 2030 are discussed later in the same Plan. The population is expected to be over 5,180 residents by 2020 and nearly 6,000 by 2030.

- IV. Trends The master plan process included a thorough examination of local, state, and national trends affecting parks and recreation. Table 2 (attached) provides a summary of key trends expected to have significant implications in the future of parks and recreation in Mount Vernon.
- V. IV. Parks and Recreation Delivery and Programming The plan addresses the methods of parks and recreation service delivery in the City, covering such topics as: relationships among the key providers, the role of the Park and Recreation Board and Recreation Department, and ways to improve coordination and communication with stakeholder groups. Existing programs and future programming needs were assessed. See Table 3 (attached).
- VI. V. Recreation Facilities Inventory Surveys and interviews with participants during a 2004 Needs and Space Analysis and 2010 mail survey provided the necessary information which to base the projection of current and future needs for a variety of sports and community recreation facilities. Existing standards of supply and recommended provision levels were also considered in the context of future demand. The standards were then revised accordingly, taking into consideration not only current participation levels and public requests, but also recreation trends. Improvements to existing facilities are also recommended. This can be viewed in Table 4 (attached).
- VII. VI. National Parks and Open Space Standards The National Recreation and Park Association suggests that a park system, at a minimum, be composed of a total of 6.25 to 10.50 acres of developed open space per 1,000 population. Currently the City of Mount Vernon has 69.2 acres of park/open space dedicated to park land. Approximately 10 of those acres (see Table 4) are undeveloped leaving the City with about 59.2 acres

of developed open space. Using the 2010 Census population (4,506), the City meets the national standards for developed open space having 13.13 acres per 1,000 population. As development occurs, per Subdivision Ordinance Chapter 166.16 Letter b Section 2, 5% of the entire land area being developed will be reserved for City recreational areas and open space. This assists the City in consistently meeting National Standards. An annual review should be conducted by the Parks and Recreation Board to ensure the City is continuing to satisfy current national standards. An inventory of publicly accessible parks and open space areas (including outdoor recreation facilities and amenities) was compiled and recommendations for park improvements were catalogued. Reviewed in Table 4 (attached), the City's parks and linked open space network were also evaluated in terms of supply and demand through the application of a modified parkland hierarchy and provision standards.

*"Study nature, love nature, stay close to nature. It will never fail you." - Frank Lloyd Wright*

The following are key issues and concerns from the Parks and Recreation Board and the Parks and Recreation Community Survey. These issues are not listed in any order of priority.

### Marketing

There is no marketing plan in place. Plan creation would guide efficient consistent promotion, overall accuracy, and program awareness. Some marketing channels considered are: media outreach, placed advertisements, seasonal program guide/brochure, social media campaigns, and community outreach.

### Park Maintenance

Parks and Recreation relies on Public Works staff to maintain and improve the City's parks. Tasks and projects are shared and discussed by the Director of Parks and Recreation and the Public Works Director and/or lead operator. Priorities and skill sets determine if the task can be performed in-house or contracted out. Without direct staff reporting to the Parks and Recreation Director, it can be difficult to prioritize this list against other tasks throughout the City. Parks and Recreation and Public Works must continue to work together for the mutual benefit of maintaining the park system.

### Organizational Structure of the Park and Recreation Department

Currently there are three full time employees for the department. The Director, Assistant Director, and Recreation Specialist. Additional part-time staff are usually hired to perform simple and small maintenance items or to act as referees for sports programs. At times, part-time staff are hired to teach a skilled class. The City should also consider hiring additional maintenance staff for Public Works as the City acquires more park land. This could be part-time or full-time staff depending on the amount of land that is acquired.

### The Issues / SWOT Analysis

#### Strengths

Sports Programs: Number, Variety

Pool

Trails

Parks: Location, Number

P&R Director/ P&R Board (full and active)

Communication

Online Registration

Number of Ball and Soccer fields

Wellness Center

#### Weaknesses

Adult Programming

Lack of park maintenance budget

Getting info to new residents

Age of outdoor pool

Park Maintenance does not report to P&R Director

Community input/participation in P&R Board

#### Opportunities

Volunteerism

Increasing population

Supportive Council

Cornell

Schools

City of Lisbon

Future Development  
Grants

### Threats

Budget

Travel/Competitive Programs

Surrounding towns adding park amenities

P&R Board Turnover

Park Maintenance expectations

Indoor facilities not City-owned

### Age of Outdoor Pool

The city pool is nearly 65 years old. A 2014 pool analysis provided insight on the pool's infrastructure; it identified various outdated mechanical features and a high possibility of failure. Recommendations were made to replace these features and provide upgrades so the pool may provide long term use. **In 2022 the City hired a consultant firm to hold a feasibility study and design a new pool concept.**

### Community Input/Participation with Parks and Recreation Board

Currently there is a **lack** of community participation with the Parks and Recreation Board. Board members should make an effort to share with the community what is happening within Parks and Recreation. Members could use various methods to share with the community what is happening, including: social media, networking, community forums, or editorials. Council level participation could be increased by having a Council liaison present at Parks and Recreation Board meetings to update the City Council as needed.

### Facility Availability

Mount Vernon is an active community, which sometimes **creates challenges**. With the increase of competitive teams as well as overall patron activity, there is the difficulty of accommodating all users. While not all people can be pleased all the time and scheduling will be watched, we see this as a threat to participation in the Parks and Recreation programs and facilities. Our goal is to be an opportunity to the community.

### Young Adult, Adult Programming

Parks and Recreation offers adult coed softball, and a few School of Recreation enrichment classes. **With the addition of the LBC classes such as Group Fitness Classes, After School programs, Early-Out programs, Senior Activities, Speaker Series, and more are ongoing offerings.**

*"Nature holds the key to our aesthetic, intellectual, cognitive and even spiritual satisfaction" - E.O. Wilson*

*"Look deep into nature, and then you will understand everything better." - Albert Einstein*

## Action Plan, Timing and Priorities

Action plans (recommendations) were divided into the following sections:

Section 2: Leisure Delivery System and Programming

Section 3: Existing Parks and Open Space

Section 4: New Recreation Facilities and Parks

Section 5: Implementation

Each action has been assigned a recommended timing and priority. The ranking of action plan is based on high, medium, and low priorities. Rankings are largely weighted on the degree of need and safety concerns. Despite this ranking system, all action plans are deemed extremely important, and when implemented would greatly benefit the parks and recreation services of Mount Vernon.

The proposed timing of the action plans was referenced on short, intermediate, and long-term time frames. Some recommendations do not include specific time frames due to shifting priorities, budgeting issues, and other unforeseen circumstances. The time frames are defined as follows:

Immediate/Short-Term, or 1-2 year (2023-2024)

Intermediate Term, or 3-5 years (2025-2027)

Long-Term, or 5+ years (2028-2032)

Please note that the priorities and timing indicated for the action plans are based on ideal circumstances. Budget pressures, changes in participation, availability of volunteer resources, land acquisition and retraction, and other factors may impact the implementation of the proposed action plans. These action plans are based on needs and not necessarily on what is financially achievable by the City of Mount Vernon and the Mount Vernon community.

The City should compare the action plans with its financial capacity and focus on the highest priority items. It is recommended Mount Vernon regularly monitors and updates the Master Parks and Recreation Plan and its action plans.

*"In all things of nature there is something of the marvelous." – Aristostle*



## PARKS AND RECREATION DELIVERY AND PROGRAMMING

### Overview

The delivery system is how recreation services are provided to the public. The City of Mount Vernon is the primary provider of public recreation facilities and parks. The City also administers a large number of community programs and services for all age groups.

In addition to the City of Mount Vernon, there are other public and private sector organizations that have played a prominent role or continue to participate in the recreational delivery system: Mount Vernon Community Schools, Cole Public Library, Cornell College, First Street Community Center, Kernoustie Golf Club, and others.

There are numerous community organizations and volunteers within the City of Mount Vernon. These organizations, which include competitive sports teams, special interest groups, and individual volunteers, have traditionally played a large role in the delivery of recreation programs and have a strong record of active participation in the provision of leisure activities, fundraising, and sponsorship.

There are a few formal relationships **such as SE Linn Comm Center** and/or procedures among community organizations and the City of Mount Vernon that provide mutual benefit.

Recreation programming deficiencies and needs were examined, resulting in recommendations to improve the scope of program opportunities. For the most part, the public indicated that the recreational opportunities in Mount Vernon are quite good. The results of a 2010 Parks and Recreation survey indicated that participation is quite high with 202 out of 297 of the responses having participated in one or more of the programs offered by Mount Vernon Parks and Recreation.

## Action Plans

One specific area needing improvement is integrated marketing of the Parks and Recreation department, including clear and concise communication. Without a current marketing plan, getting consistent Parks and Recreation program information to all residents has been a challenge. The Parks and Recreation department and board members should work together to develop a simple marketing plan. Within this marketing plan should be components involving standards for social media, advertising, and other communications to the public. These standards can guide all members of Parks and Recreation in having a cohesive voice.

A general lack of community input and participation in the Parks and Recreation Board was also identified. During each Parks and Recreation Board meeting (on the second Tuesday of each month) there are few open forum participants, and rarely a community member. **Adding the cohesive master plan and having a more prominent presence on the City website will strengthen the opportunity of all Parks and Recreation members effectively informing and involving the community.**

**The structure of the Parks and Recreation Department is growing. The Parks and Recreation Director currently has two full-time direct reports as well as a stock of part-time employees at the year-round LBC facility. There are also seasonal employees for the pool and summer work.**

As programs grow there will be a need for additional staffing. The Parks and Recreation Board is mainly an advisory board; it could develop further and have its members take on some of the small tasks that come up in the short term.

*“Without community service, we would not have a strong quality of life. It's important to the person who serves as well as the recipient. It's the way in which we ourselves grow and develop.” - Dorothy Height*

## EXISTING PARKS AND OPEN SPACE

### Overview

This section provides an analysis of existing parks and open space in Mount Vernon. Public open space and parks contribute to the quality of life of Mount Vernon residents by not only providing the land base for recreation activities and facilities, but also by contributing to the ecological health of the municipality and enhancing the aesthetic quality of the community.

There are 13 public and quasi-public parks within Mount Vernon totaling 69.2 acres (Table 4, attached). Each park was evaluated during the Master Plan process for its ability to meet the current and future needs of Mount Vernon residents. Each park was compared to the National Park Standards per the National Parks and Recreation Association (NRPA). Action plans are proposed on a park-specific basis, detailing necessary improvements.

Mount Vernon has an extensive network of paved bicycle and pedestrian paths with plans to upgrade existing trails and develop new paths over the coming years. Trails are an asset to the community; they assist not only in alleviating traffic congestion, but also provide space for a variety of unstructured, low-impact recreational activities. The continued development of both natural and paved trails received a great deal of public support in the household Parks and Recreation survey. A Local Option Sales Tax (LOST) is currently in effect and is accruing revenue to be put towards future trails. In conjunction with oversight of our communities' parks and open space, the Mount Vernon Parks and Recreation Board strategically plan trails and sidewalk connectivity. An adopted trails master plan serves as a guide for the goal of pedestrian connectivity within our community. The prioritization of trail projects is based upon a cost/benefit approach and are outlined within the Trails Capital Improvements Project list. A copy of the Comprehensive Trails plan is included within [Table 6](#) of this document.

The next pages are the most utilized parks and open spaces in Mount Vernon's Parks and Recreation program. They are currently developed with specific features, reviews, and recommendations for the City.

*"Nature will bear the closest inspection. She invites us to lay our eye level with her smallest leaf, and take an insect view of its plain. - Henry David Thoreau*

## Memorial Park

### Summary:

This nearly two-acre park in the middle of historic Mount Vernon is the most visible park, located along the Old Lincoln Highway/1st Street West, the main road traveled through Mount Vernon. The park is landlocked with no easy options for expansion. Amenities include a gazebo, two separate playground areas, walking paths, picnic benches, seating benches, and terraced amphitheater. Memorial is also home to the City's water tower and the Mount Vernon Visitor's Center.

### Recommendations:

**Restroom Facilities:** There is a restroom located inside the Visitors Center, however it is not open for public use after hours.

**Gazebo Maintenance:** Consideration should be given to allocating funds for long-term maintenance of the gazebo while also making the viewing area more accessible.

**Address:** 401 1 st St. W

**Acreage:** 1.9

**Acres Acquisition and Construction History:** 1933

**Playground:** Two playground areas: one on the north end, one in the middle. Safety surface of pea gravel.

**Athletic Field/s:** None

**Trail:** Yes, wide concrete trail/sidewalk winds through the middle of the park.

**Park Roads and Parking Lots:** No designated lots. Parking available on side streets, the adjacent Visitor's Center lot, and nearby churches.

**Ponds, River & Fountains:** None

**Trees, Landscaping and Beautification:** Mature and younger trees. Terraced landscaping around south side of gazebo.

**Topography:** Land steeply slopes from high (southern side/1st St. West) to low (northern side/2nd Street North)

**Site Amenities:** Many benches and seating walls throughout. One antique-style drinking fountain.

**Signs:** An identification sign is located at the west end of the park

**Current Uses:** Mostly passive: playground, local preschool use, some community gatherings, and trail users.

**Picnic Shelter:** Gazebo with no tables or chairs; often it is used for municipal band performances.

**Restroom:** There is a restroom located inside the Visitors Center, but it is not accessible to the public outside of business hours.

**Lighting:** Good general lighting with antique poles and globe housings.

**Opportunities/ Constraints:** The park is landlocked (roads to the south and the north, residential to the east and the Visitor's Center on the west end). The current landscaping around the gazebo doesn't add to the enjoyment of the park and needs to be rethought.

**Immediate Needs:**

North playground's retaining walls need to be replaced or reset to prevent collapse.

Remove tree stump and install new trees at NE entrance.

**Intermediate Needs (1-3 years):**

Lack of seating near sidewalk (south side)

Consideration of restroom facility with drinking fountain

Add composite decking at Gazebo.

Add Bike Rack

**Long Term Needs (3+ years):**

Provide accessible viewing nodes at a few locations at amphitheater.

Plant mix of shrubs, evergreens, and understory trees along NE park perimeter to screen adjacent residences screen transformer with medium sized trees.

Lighting outside gazebo to showcase facility.

## Bryant Park

### Summary:

This 4.7 acre park is home to a large parcel of open space being utilized as three soccer fields in the spring and fall, then for T-ball and coach pitch baseball/softball in the summer. Within the park there is a large playground, park shelter, and restrooms. The garage at the restroom building provides adequate equipment storage. The park does house one of the City's many water wells near the west border of the park.

**Recommendations: Parking:** The limited number of spaces makes parking for the many events and the narrow roadway makes travel to and from the park extremely difficult. Some undeveloped land does exist to the south of Bryant Road and the park is landlocked. There is an opportunity to expand parking to the north and west of the current parking lot, as this small section of land is not used for the Parks and Recreation programs.

**Address:** Bryant Road

**Acreage:** 4.7 Acres

**Acquisition and Construction History:** 1999, Soccer fields named in memory of the Rittmer Family in 2000.

**Playground:** East side of park, across from Bryant Court intersection/ Safety surface of pea gravel.

**Athletic Field/s:** Open space used for soccer, T-Ball, and coach pitch

**Trail:** Currently no trails to or from this park

**Park Roads and Parking Lots:** One asphalt parking lot, diagonal parking allowed on north side of Bryant Road

**Ponds, River & Fountains:** None

**Trees, Landscaping and Beautification:** Nice mature shade trees surrounding park. Lots of new young trees spread throughout. Very nice newer trees line fence next to railroad. Need to landscape and beautify new park sign.

**Topography:** Gently rolling, ground slopes slightly north to south.

**Site Amenities:** The storage/restroom building has a water fountain on the outside of the facility. The pavilion has many picnic tables.

**Signs:** Identification sign located at the east entrance of the park

**Picnic Shelter:** One with several picnic tables

**Restroom:** Two located at storage building

**Lighting:** Very low lighting.

**Current Uses:** Very active park: playground, t-ball, soccer fields, etc.

**Opportunities/Constraints:** Landlocked with the railroad to the north, residential to the west and east. Land across Bryant Road to the south could be purchased for more parking or expansion of the park. Small area to east of garage could be developed into additional parking.

### Immediate Needs:

Need for additional street lighting for parking areas

**Intermediate Needs (1-3 years):**

Portable bleachers should be considered for various fields

Additional parking

Improve pedestrian access

**Long Term Needs (3+ years):**

Park expansion with opportunity for additional playground

Field lighting

Replace playground equipment

Info kiosk with QR code near water fountain / restroom area

## Davis Park

### Summary:

This 6.0 acre park is home to one comprehensive ball field, a concession stand with two restrooms, a large assortment of playground equipment, a park shelter, a batting cage, two outdoor basketball courts, park benches, and Mount Vernon's community pool. In the winter, the basketball courts can be utilized as an outdoor ice rink. Cornell College utilized the ball field years ago and the upgrades made are still in-use, making this lighted ball field greatly desired by teams and citizens.

In 2022, City Council approved a major improvement to Davis Park ball field with new concessions, restrooms, fencing, lights, and bleachers.

To the north and west side in this park there is open/unutilized space. Although it is in close proximity to the railroad, the grassy area can be utilized for sports practices, an outdoor volleyball court, or other recreational amenities. There is also room in this area for the expansion of the pool.

### Recommendations:

**Concession/Restroom Renovation:** The concession and restroom building will be replaced with a new structure in 2023. The current storage building near the batting cage also needs to be replaced. Future recommendations in the same section of the park include a replacement of outdated field lights.

**Accessibility:** It would be beneficial to the City of Mount Vernon to review and improve connections to Davis Park when reviewing the Comprehensive Trails Plan to make accessibility easier and safer for pedestrians.

**Major pool renovation or replacement:** In 2022, a pool feasibility study was conducted and results identified a new pool should be constructed over renovations.

**Address:** 899 2nd Ave SW

**Acreage:** 6 Acres

**Acquisition and Construction History:** 1964

**Playground:** Southeast side of park. Surface of pea gravel.

**Athletic Field/s:** Softball/baseball field, two basketball courts

**Trail:** There currently is not a trail in this park.

**Park Roads and Parking Lots:** Two asphalt parking lots. One at baseball/softball field and one at the swimming pool. There is also some parking along the edge of the playground area (2nd Avenue North).

**Ponds, River & Fountains:** None

**Trees, Landscaping and Beautification:** Many nice trees were damaged in 2020. New tree plantings are being planned.

**Topography:** Fairly flat except the section between basketball court and playground has a low grade. Flooding does occur here.

**Site Amenities:** Many benches and picnic tables throughout the park. Portable and permanent bleachers are located at the ball field. The concession building has a water fountain on the outside of the facility.



Signs: New identification sign located at the northeast entrance of the park

Picnic Shelter: One pavilion with lots of picnic tables

Restroom: Located at the concession/storage building at the ball field and the outside of the pool building.

Lighting: Good lighting entire distance. Could use more LED lighting for nighttime security. Ballfield lighting needs to be replaced.

Current Uses: Very active: the amenities such as pool, playground, ballfield, ice skating, keep it in use year-round.

Opportunities/Constraints: Landlocked: railroad to the north, residential to the south, west and east. Current pool is nearly 60 years old. Renovations were performed in 1976, 1999, 2016.

**Immediate Needs:**

- Replace park bench near basketball court
- Repair roof on storage building near batting cage
- Replace ballfield lighting
- New tree plantings near left field of ballfield

**Intermediate Needs (1-3 years):**

- Replace aging playground equipment
- Basketball court in need of repair
- Replace storage shed near batting cage

**Long Term Needs (3+ years):**

- Pool feasibility study directs City to build a new pool in 7-10 years
- Replace / relocate playground after pool built
- Parking lot lights

## Elliott Park

### Summary:

This 24.5 acre park is home to five separate ball fields all sharing a common concession stand and restrooms. To the west of the concession stand is a playground with limited playground equipment. Next to one of the fields is a batting cage. There is also a park shelter in this park. In 2019, 5.2 acres was added to the northeast side for active field use to make this park 24.5 acres.

The park land is used for sports in addition to baseball/softball. The City's soccer programs utilize the space in the spring and in the fall the parks and recreation flag football program along with other sports teams utilize this space. This park is the most utilized park within the City's park system.

### Recommendations:

**Playground Area Redesign:** The City should consider purchasing more playground equipment and expand the playground area. With the amount of use this park experiences, the enlarged playground area and equipment will make this spot even more popular.

**Address:** 201 7th Street NE

**Acreage:** 24.5 acres

**Highlights of Park:** Ball fields, batting cage, playground, pavilion with tables, storage garage with restrooms and concession stand.

**Acquisition and Construction History:** 1999-2001 (formerly Mount Vernon Athletic Complex), in 2019 an additional 5.1 acres was added.

**Playground:** Located near the concession stand and bathrooms, west side of park. Surface of pea gravel.

**Athletic Field/s:** 5 ball fields, greenspace of fields is used for youth football and youth soccer

**Trail:** A trail runs north and south in this park along the parking lot, linking with the Sauter Park trail. Future trail connectivity is planned in the new development east of the park.

**Park Roads and Parking Lots:** Three asphalt parking lots, all fairly new and in good condition.

**Ponds, River & Fountains:** None

**Trees, Landscaping and Beautification:** Nice large trees with shade surrounding park. Lots of young trees are spread throughout this park.

**Topography:** Fairly flat, the land is in a flood plain. Land slopes downward from railroad track on north towards the south.

**Site Amenities:** There are many benches and picnic tables throughout the park. There are portable bleachers located at the ball field. The concession building has a water fountain on the outside of the facility. The pavilion has many picnic tables and a grill.

**Signs:** New identification sign located at Cass St. entrance

**Picnic Shelter:** One pavilion with several picnic tables and grill

**Restroom:** One set is located at the concession/storage building

**Lighting:** Very sparse lighting. Could use some street lights for adequate parking lot safety. Field lighting would be a good investment, expanding the usability of the fields.

**Current Uses:** Very active: playground, ballfields, soccer fields, flag football, trail users

**Opportunities/Constraints:** Landlocked, with recent expansion due to urban development.

**Immediate Needs:**

Expand playground amenities

Additional signage at the 7th Street entrance and north entrance near M&K

Replace roof of pavilion

Bike Rack

**Intermediate Needs (1-3 years):**

Purchase more portable bleachers

Informational kiosk with QR code

Trail expansion thru park

**Long Term Needs (3+ years):**

Ball field lighting Field D

Add permanent fencing to the ball fields

Tie the restroom facilities into the sanitary sewer and water system

## Nature Park

**Summary:** This 22.3 acre park is the City's largest open space and most unique park. With an abundance of trees and wildlife an old quarry provides a natural water source within the City limits. Surrounding the quarry is a natural trail. Included within this park is the Nancy Doreen Huffman Dog Park. This one-acre dog park is fenced-in and allows for an off-leash area. Another portion of the park is the Quarry Ridge Disc Golf Course. This nine hole course is short (by national standards) allowing for beginners to achieve success and winds through a forest area creating a challenging course for more advanced players.

### **Recommendations:**

**Trail and Bridge Work:** There is the need to improve areas along the natural trail, and connect park land with land across creek (ambulance site) with a walking bridge.

**Quarry Pond Maintenance:** Regular maintenance of the pond is ongoing.

**Address:** 699 3 rd St. SE

**Acreage:** 22.3 acres

**Acquisition and Construction History:** 1972

**Playground:** none **Athletic Field/s:** none

**Trail:** There are two types of trail at this park: an asphalt trail that runs along west end connecting to the driveway then leads to Sauter Park trail. There is also a natural trail running around the quarry lake.

**Park Roads and Parking Lots:** Two parking lots, one on east side and one on west side of park.

**Ponds, River & Fountains:** Quarry pond

**Trees, Landscaping and Beautification:** Many mature shade trees throughout the park. Younger trees were planted a few years ago throughout park, especially near disc golf course.

**Topography:** Gently rolling to flat

**Site Amenities:** One recently installed drinking fountain, picnic tables located at two pavilions, and picnic tables and park benches located at the dog park. Dog Park also has a pergola, double gate, waste facilities and water for pets.

**Signs:** Identification sign located at the east entrance of the park

**Picnic Shelter:** Two pavilion with picnic tables, pergola in dog park area

**Restroom:** One restroom facility

**Lighting:** Street lights are all lighting that is provided in this park. Could use more lighting.

**Current Uses:** Passive use with additional elements of the dog park and disc golf course. Very relaxing and the largest open space park in Mount Vernon.

**Opportunities/Constraints:** Landlocked road to the south with DOT land and State Highway 30, St. John's Church owns the farmland to the west, city-owned road to the north, and residential/commercial to the east.

The natural and asphalt trails both need repairs. There is a City-owned parcel to the southeast where the LisbonMount Vernon Ambulance Service is housed. The City should consider increasing utilization by connecting these two parcels with a foot/walking bridge or other form of connection. Also, a glow-in-the-dark trail along the southwest park entrance has been discussed.

The quarry pond creates a couple of necessary concerns and areas of improvement. An item of constant concern is the maintenance of the water surface of the quarry pond. For years, the pond has been infested with water meal, a very difficult water plant. Chemical products are used to treat the plant (water meal).

The Park and Rec Board have been approached by citizen groups calling for a pump track or archery park within Nature Park.

The City should consider hiring a consultant do conduct a feasibility study at Nature Park to take advantage of all the opportunities the quarry and park have to offer.

#### Immediate Needs

Trail/sidewalk through north side of park with consideration of glow-in-the-dark when replacing

Fix the surface at southwest entrance to the park

Adjust disc golf course holes that overlap the lit trail

Replace roof of pavilion

Signage at 7<sup>th</sup> Street Entrance

Removal of concrete

#### Intermediate Needs (1-3 years):

Improve stability at the waters edge of boat ramp

Increase signage, including wayfinding and to dog park

#### Long Term Needs (3+ years):

Creation of a foot/walking bridge to connect Nature Park with land to the southeast

Review dog path and blacktop areas for resurfacing

## Underhill Skate Park

### Summary:

This 1.1 acre park is home to the City's skate park housed with metal structures created by a local merchant. This park also contains a small playground. A trail conveniently runs along the east of the skate park making access extremely easy.

### Recommendations:

**Parking Improvements:** Parking could be improved across the street next to the public works facility with consideration to concrete or asphalt, while a sidewalk on the south side of the park (3rd St. NE) would increase park and trail accessibility.

**Usability:** Since this is the only Martin/Wolfe development area park, a pavilion and restrooms could be considered if the popularity of this park increases. More shade trees would also increase comfort and usability.

**Address:** 3 rd St. NE

**Acreage:** 1.1 acres

**Acquisition and Construction History:** 2003

**Playground:** One playground on north edge of park.

**Constructed in 2003,** surface of pea gravel.

**Athletic Field/s:** None

**Trail:** There currently is a trail that runs on the west edge of this park along parking lot. This trail links with the Sauter Park trail.

**Park Roads and Parking Lots:** Gravel lot across 3rd St. at the old ambulance building, now a City public works building, along the street.

**Ponds, River & Fountains:** None

**Trees, Landscaping and Beautification:** Few trees, mostly arborvitae providing little shade.

**Topography:** Fairly flat, steep hill on northeast corner from trail to playground area.

**Site Amenities:** Picnic table, park benches, drinking fountain

**Signs:** New identification sign located at 3rd St NE side (south) of park

**Picnic Shelter:** None

**Restroom:** None

**Lighting:** Street light at corner of 3rd and B

**Current Uses:** Very Active: skate park, playground, trail users

**Opportunities/Constraints:** Landlocked with roads to the south and east, residential to the north and west.

**Immediate Needs:**

New tree plantings (shade trees)

Install a shade structure near table / seating area

**Intermediate Needs (1-3 years):**

Repainting skate park elements

Consideration of a pavilion

Connecting to other sidewalk along south side of park

**Long Term Needs (3+ years):**

Consideration of a restroom facility and water fountain

Expanding playground

Add rubberized benches

## Sauter Park

### Summary:

This 1.01 acre park is home to the City's best greenway. It contains a substantial cement trail that links three of Mount Vernon's parks. It has a pavilion and borders Hahn Creek.

### Recommendations:

**Trail Building:** Continue with comprehensive trail plan connecting Sauter Trail to the network of trails and paths within the City of Mount Vernon

**Parking Improvements:** Parking is limited to the gravel lot next to the City works building, or along the street.

**Address:** 3rd Street NE

**Acreage:** 1.1 acres

**Acquisition and Construction History:** 2010

**Playground:** None

**Athletic Field/s:** None

**Trail:** There is a trail that runs from Nature Park through Underhill Park to Elliott Park.

**Park Roads and Parking Lots:** Gravel lot near 3rd St. at the City public works building.

**Ponds, River & Fountains:** Hahn Creek

**Trees, Landscaping and Beautification:** Many trees line the trail, including shade trees and young plantings.

**Topography:** Gently rolling except near 1st St. intersection.

**Site Amenities:** Gazebo with picnic table.

**Signs:** None

**Restroom:** None

**Lighting:** Trail lighting

**Current Uses:** Trail users include bikes, runners, walkers

**Opportunities/Constraints:** Landlocked with roads to the north and south, residential to the east and west. Beautification and open the view from the street side of the First Street overpass.

### Immediate Needs:

New tree plantings, shade trees

### Intermediate Needs (1-3 years):

Possible stream bank stabilization

Watering station

Benches / Seating



Long Term Needs (3+ years):

Consideration of a rain garden in northeast area of park. / Retaining wall failing

## NEW RECREATION FACILITIES AND PARKS

### Overview

A combination of market-driven and population standards, as well as public opinion was used to assess and estimate future community demand and need for recreation facilities in Mount Vernon. The use of standards is felt to be the most accurate, rational, and scientific approach to determining facility needs. Other contributing factors, such as demographic trends, public opinions, and survey comments have also been incorporated to provide an overall estimation of need.

### Recommended Future Facilities

Recommendations for new recreation facilities to be developed are below. It is important to understand that not all these projects may be financially feasible for Mount Vernon to undertake during the proposed time frame.

#### Short Term (2022-2024):

**Aquatics** The City of Mount Vernon and Mount Vernon Park and Rec Board has recognized and easily admits that the immediate focus on water entertainment is the City's pool and the immediate need to remodel and improve what already exists. There is also consideration for a new pool. The City hired a consultant in 2022 to start the process with a feasibility study and learned that a new pool cannot be built at the present time given the cost and the amount of bonding capacity available. The City Council has agreed to borrow funds to renovate the current pool at Davis Park with the renovations giving additional life to the existing pool for another 10 years.

#### Intermediate (2025-2028):

**Park Growth** the Mount Vernon Parks and Recreation Director and Board has recognized the need for additional space for outdoor activities. With increased development occurring in and around Mount Vernon, we are looking forward to more athletic fields, green space, and the chance to become a destination for quality outdoor activities.

#### Long Term (2029-2033):

**LBC Expansion** The Mount Vernon Parks and Recreation Director and Board recognize that the Lester Buresh Center's popularity will continue and trends towards membership and use increases will continue. Consideration of expansion of the LBC should be researched and evaluated.

*Coming together is a beginning; keeping together is progress; working together is success. - Henry Ford*

## IMPLEMENTATION

### Overview

The Master Parks and Recreation Plan is a long-range, strategic planning document intended to guide decision-making for the City for the next ten years. With any document that utilizes a long-term planning outlook it becomes difficult to ensure accuracy. As a result, this action plan should be periodically updated and reviewed to ensure it remains reflective of the current realities and responsive to the changing needs of the community. It is recommended that the Parks and Recreation Board review the Plan on an annual basis and make changes as desired. It is also imperative that the Master Plan be linked to the comprehensive trail program, the City's budget process, and Capital Improvement Plans. The action plans also need to be reconciled with the City's fiscal capacity.

MAPS/TABLES/ETC....

TABLE 1—

Community Survey 2010 City of Mount Vernon, Iowa, Parks and Recreation Department Community Survey Results, Issued November 2010 Total Surveys Returned: 297; 11 questions, plus comments.

Question 1: Anyone in your household use parks in Mount Vernon?

YES NO Did Not Answer

245 30 22

Question 2: If yes, which facilities (and frequency)?

Used/Visited 1-5 Times 6-10 Times 10+

Davis Park 104 78 36 88

Memorial Park 83 86 43 50

Bryant Park 67 61 35 37

Elliott Athletic Complex 63 46 32 67

Nature Park 76 66 26 44

Swimming Pool 87 50 31 87

Skate Park 25 29 7 15

Walking Path from Elliott to 1st St. 73 42 38 90

First Street Community Center Gym 42 32 23 24

Elementary School Playground 61 44 24 74

Cornell Disc Golf Course 24 21 6 11

Question 3: What additional facilities would you like us to provide (choices given)?

Additional Facility Check Mark

Soccer Fields 32

Baseball / Softball Diamonds 42

Football / Soccer Fields 35

Sculpture Garden 50

Open / Green Space 69

Walking / Jogging Paths 197

Pavilions 38

Picnic Shelters 60

Playground Equipment 54

Splash Pad 104

Question 4: Anyone in your household participate in or attend City sponsored activities?

YES NO DNA

200 71 26

Question 5: If yes, which activities (choices)?

Soccer Tball Baseball Softball Coach-Pitch Swimming Lessons

93 76 60 36 43 81

Flag Football Swim Team Chalk the Basketball Water Exer- Cookie Decorating

49 23 176 48 16 68

Question 6: Any additional programs you would like provided (choices)?

Adult Soccer Adult Basketball Adult Volleyball Adult Softball Adult Arts & Enrichment

16 23 84 49 94

Family Game Night Adult Flag Football Adult Swimming Lessons Movies in the Park Youth Arts & Enrichment

45 22 25 119 93

Question 7: How did you learn about programs (marketing)?  
City Mailer / Newsletter City Website The Sun Friday Folders  
135 32 221 101

Question 8: Rate maintenance of parks (scale 1-5 with 1 being poor)  
1 (poor) 2 3 4 5  
4 7 63 128 81

Question 9: If answered 1, 2, 3 on scale for Question #8 which parks are in need of maintenance. (no particular order)

#### Nature Park/the South Park

In general (5)

Paths are overgrown, needs trimming, please kill of poison ivy on trail. (3)  
Path around Nature Park Quarry is dangerous – in need of railing or cables.  
Widen the path on north side where two benches overlook the quarry  
Park is often dirty and littered. (2)  
Dock needs improvement.  
Perhaps Nature/quarry park could be beautified better.  
Bathroom at Nature Park is often locked.  
What is the purpose of new land, it's a mess.

#### Sauter Park

Concrete on trail from skate park to 1st St. needs immediate repair. (8)

#### Memorial Park

In general (3)

Very limited access from 2nd St.  
Steps not regularly cleared of snow.  
Sidewalk leading down around play area.  
Is the most visible to local and out-of-towners.  
New trees.  
Maintenance of Gardens & Memorial Park/Visitors Center (2)  
Need access to full-time bathroom facilities – many young children need quick use.  
What few flower gardens there are they are full of weeds and desperately need mulch. (3)

#### Davis Park

In general (3)

Swimming Pool: lockers at swim pool -rusty mirrors, doors, lockers (2)  
Clean playground equipment more often.  
Basketball courts: hoops need new nets and court needs to be swept (2)  
Ball field, weeds/grass (5)  
Maintain ice and announce when it is frozen.  
Need drinking fountains, especially at Davis Park.

#### Bryant Park

Had broken toys the last time I was there.

#### Elliott Park

In general (1)

Diamonds are rough, weeds/grass, poorly groomed with many dips, etc. (7)  
Diamonds appear only groomed if Parks and Recreation plans games.  
Turf for all the fields, dugouts needed for ball fields, brutally hot during softball season for players.

Bathrooms only open/working part time.  
Concession stand – make usable

Skate Park  
Has a lot of litter

Lincoln Way Park  
Needs to have grass kept out of the brick all of the time.

#### All/General

I would like to see better general maintenance of grounds, planting areas, weeding, mulch, etc. (5)

Poorly designed landscaping.

Maintenance seems to be mostly just mowing grass.

Litter pick up.

Mostly shelters and picnic tables.

Cracked paths/sidewalks. (4)

Drinking fountains do not work well.

Bathrooms, (2)

All of them – there are not enough workers, no schedule of need, no leader. We cancelled or changed locations of games this year more than once. We actually played on these fields. Very frustrating.

Neutral – no good or bad experiences

Small garden coming in from Mount Vernon Rd.

Elementary School Playground

Too much time (City) spent on these, only a small percentage use these.

I think they do a good job for the amount of parks we have.

New flower beds look great!

I don't frequent them enough to really know, but generally when I drive by they look as if they are maintained well.

From the little I've seen, Mount Vernon can be proud.

#### Question 10:

Prioritize following groups (choices) scale 1-6 (1 highest priority).

Tally on left is total score of all entries added together, right is # answered /responded. Average = 3

#### FACILITIES

Pre-School Elementary Middle School High School Adults 18-65 Adults 66 and up

420 / 121 = 3.47 385 / 130 = 2.96 382 / 122 = 3.13 451 / 114 = 3.96 339 / 115 = 2.94 440 / 124 = 3.54

#### PROGRAMS

Pre-School Elementary Middle School High School Adults 18-65 Adults 66 and up

402 / 118 = 3.41 377 / 122 = 3.09 399 / 117 = 3.41 466 / 117 = 3.98 336 / 122 = 2.75 430 / 121 = 3.55

#### Question 11:

ALL Additional comments for survey. Includes comments after various questions.

A comprehensive trail system linking the parks and looping the City should be a top priority. (A trail or bike section of road that exposes the old railroad bridge overpass, then continues to Mount Vernon Road or a path along Springville Road or to Cedar Rapids, Bertram or Palisades. Better overall sidewalks.) (26)

More green space and a park on the west side of town. (2)

Splash pad at Bryant

Trail around Nature Park could be better maintained. (2)

Like to see Mount Vernon have community gardens. This would be through Parks and Recreations, like Cedar Rapids'.

It would be nice to have a bathroom at Memorial Park – Visitor Center is often closed and City Hall is a long way to walk.

More elaborate playground than the elementary school which is hard to use for preschool-age while school is in session.

Parks with gardens are nice to view. This adds to the aesthetics of the community.

Nature park is heavily used and a gem. Please keep it natural.

More handicap-accessible playgrounds.

Maintain outdoor ice rink.

Parking is a major issue at Bryant and Elliott; actually all areas.

Davis needs more young shade trees and benches near all playground equipment for parents and grandparents.

Overall the parks are great – be sure bathrooms are accessible and clean, trash picked up, etc.

Pets are left out. A dog park would be great. (7)

We need a Youth/Community Center for all: MVMS and MVHS students need out of school activities, place to safely hang out. (6)

Keep the library open, just because Cornell is on break doesn't mean there aren't people who need to use it!

Swimming during all seasons/year round swimming pool/lap pool. (9)

Need early morning adult lap swim at least twice a weekday for 35-40 minutes.

Need expanded swim lessons/programs/hours: more lessons after 4:30 pm, a 60 afternoon swim or exercise class.

(3)

Better swim lesson instructor/student ratios.

Host family nights with reduced admission or theme nights at pool.

Swim team option is great for kids.

Partner with YMCA (2)

Partner with YMCA (2)

Combine programs and facilities with Lisbon.

Partnerships with the schools and Cornell to provide more programs and increase utilization of under used spaces throughout the community.

Growth is important and expected - good luck!

Can't open Microsoft and Publisher files from your site – use PDFs.

Indoor skating, storm shelter, year-round volleyball, horseshoe area, badminton areas, rent go karts or mini golf, bowling leagues for 6th grade and up, tetherball at parks

Need open gyms in winter months.

This town is full of artist talent. Parks and Recreation need to tap into this more than once a year art festival.

All ages need facilities and all types of programs, including summer enrichment/arts programs (preschool, elementary, MS, HS, young adult, parents, elderly). (13)

Maybe one time a week take a bus and charge like \$2/kid and take to skate rink for four hours and back home – things like that.

Movies in the Park is a great idea!

Love Toddler Time – think Lisbon organizes this.

Suggest offering free for one child or reduced fee for coaching (head coach) for Pre-K through 6th sports. Might get more interest of coaches if they get something for their time.

Consider financial constraints for participation in programs.

Instead of getting a shirt for every sport and season, have each child purchase a reversible maroon & white jersey similar to the basketball jerseys many boys & girls have used in the past. Then the same shirt can be used and the team is either maroon or white.

Over the years things have changed - created a climate of us and them in the community; those who play Parks and Recreation and who play leagues.

Recreation activities are a bit disorganized and not much advance notice regarding game and practice schedules.

Football and soccer need their own seasons. Many kids want to do both at a young age and it is difficult to do both.

(3)

We seem to start Parks and Recreation seasons later in the fall than needed.

We used Parks and Recreation programs when we had children.

Usually hear about Parks and Recreation Events through Word of Mouth. (12)

Cannot evaluate – not involved in all age groups/lack knowledge/just moved to area/don't use. (5)  
In the past the Parks and Recreation department has not been flexible sharing time with other organizations.  
Only lived here a short time – maybe some way to access events or programs regularly through email or website perhaps?  
Various general accolades/compliments/satisfaction for Parks and Recreation (8)  
Too much money spent on maintenance. Nature Park was mowed four times in one week in August.  
We do not need more parks/is fine/maintain what we have. (9)  
People, especially children, are organized & programmed too much in every way. We all need more places & spaces to do what individuals want to do without the group mentality, without the stress of group dynamics.  
I didn't know the first street community center gym existed - what is the cost?  
Could it (gym) be low cost for seniors and out of work? Low income?



## MAPS/TABLES/ETC....

### Description

Trails and Bike Paths More money being spent and more communities are creating long-range plans

Inclusiveness and Special Needs Programming, Parks, and Program Delivery

Multigenerational Making Parks and Facilities inclusive and multigenerational friendly

Technology Online, Interactive, Upgrades to existing

Key Benefits of Parks and Recreation are being recognized Physical, Mental, Social, Youth Development, Environmental, Economic Impact

Smaller Budgets As money gets tighter, departments being asked to do more with less

**NOTE: TABLES 3 & 4, MAPS ARE NOT INCLUDED ON THIS WORDFILE, TOO COMPLEX TO TRANSLATE AT THE MOMENT**

**AGENDA ITEM # J – 10**

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

**DATE:** February 20, 2024

**AGENDA ITEM:** ECICOG Contract

**ACTION:** Motion

**SYNOPSIS:** The planning and zoning commission has asked the City Council to approve a contract with ECICOG (East Central Iowa Council of Governments) to assist them in the review of possible zoning code changes. This is in response to the City Council's request to have the planning and zoning commission research ADU's (accessory dwelling units).

**BUDGET ITEM:** GF

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Contract

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/16/2024

### Project Summary

The City of Mount Vernon has requested a proposal for assistance with updating their zoning code to allow accessory dwelling units (ADU), with the possibility of addressing tiny homes and shipping container construction. The general scope of work, timeline, and cost proposal follow. ECICOG and City staff and the Planning and Zoning Commission will further define the scope of the updates to the zoning code as part of the project.

### Scope of Work and Timeline

The project will consist of the following elements:

1. **Public input event or activity.** ECICOG will work with P & Z to plan a public input event/activity to provide information about ADUs to the community and request input from community members.
2. **Draft and review modifications to the City’s zoning ordinance.** ECICOG will draft an amendment to the zoning code to include ADUs, tiny houses, and shipping container construction as a starting point for review with the Planning and Zoning Commission. ECICOG will conduct up to an estimated three working sessions with P & Z to refine the code amendment.
3. **Ordinance adoption.** ECICOG will provide a draft amendment ordinance and assist the City with the adoption process. Public hearings should be held with P & Z and City Council. ECICOG will provide draft notices for those hearings.

The project is estimated to take 7–9 months from the start of meetings with the Planning and Zoning Commission.

Activity	Description	Estimated Timeline
<b>Public Input Event and/or Activity</b>	ECICOG will coordinate an event with P & Z input to provide information about ADUs and request community input.	<b>Months 1–6</b> (from initial committee meeting)
<b>Ordinance update w/ P &amp; Z Commission</b>	Meet with P & Z Commission to discuss needed changes and adjustments to regulations	
<b>P &amp; Z public hearing and recommendation</b>	Prepare notice and assist with public hearing at P & Z meeting	<b>Months 7–9</b>
<b>City Council public hearing and adoption</b>	Prepare hearing notice, amendment ordinance, and assist with hearing at Council meeting	

### Deliverables

The project will result in the following deliverables from ECICOG:

- Zoning code amendment ordinance
- Draft public hearing notices
- Public meeting materials

### Cost Proposal

ECICOG proposes a not-to-exceed cost of \$5,000. The City will be billed at the agency’s hourly rate, \$75, up to the not-to-exceed total. The proposed fee includes travel, printed meeting materials, other incidental costs, and the referenced deliverables. If the time it takes to complete the project should exceed the proposed fee, the City shall only be responsible for the not-to-exceed figure. If additional, substantial unforeseen work needs to be completed, an addendum to the Service Agreement shall be agreed upon by both parties stipulating the extra work and related costs.

## About ECICOG

The East Central Iowa Council of Governments (ECICOG) is an intergovernmental council established in 1973 under Chapter 28E and provided for under Chapter 28H of the Code of Iowa. Our mission is to help build vibrant, forward-thinking communities and a collaborative and resilient region. ECICOG's skilled staff have been providing innovative service across our region for almost 50 years by leveraging state and local resources, promoting regional collaboration, planning for the future and sharing technical skills. Our region consists of Benton, Iowa, Johnson, Jones, Linn, and Washington counties.

## Why Choose ECICOG?

- We understand and care about our region...this is our home!
- We were created by our region's counties to serve local governments. As a government entity, we operate on a non-profit basis. When you invest in us it helps to support our work around the region.
- Our staff are experts in their respective fields and have decades of planning experience.
- We create the transportation, economic development and watershed plans for our region; you will benefit from that knowledge and experience.
- Our knowledge of your community will help us identify federal and state grant opportunities to help you achieve your goals.

## Project Coordinator



**Tom Gruis** is an AICP-certified planner and dedicated public servant, serving as Planner & Community Development Specialist at ECICOG. He has completed comprehensive plan updates for several cities in East Central Iowa. He has also worked on updating land use regulations, assisting cities with adopting new ordinances and codification, and writing and administering community development-related grants. He enjoys working with staff, officials, and the public from the communities in the ECICOG service area. Outside of work, Tom enjoys spending time with his family, competing in strongman competitions, and drawing and painting.

**Zoning Code Amendment Project Terms and Signatures**

If additional, substantial unforeseen work needs to be completed, prior to initiating that work, an addendum to this Agreement shall be agreed upon by both parties stipulating the extra work and related costs.

The City will be notified of any changes in the staff team working on the project.

Payment is expected within thirty (30) days upon receipt of being billed.

This Agreement may be terminated by either party by submitting a written notice of termination to the other party with 30 days of notice. The City will be billed for services completed through the date of termination. The product or work completed through the date of the termination shall be property of, and forwarded to, the City.

Signed by City of Mount Vernon:

Signed \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Signed by ECICOG:

Signed \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**AGENDA ITEM # J – 11**

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

<b>DATE:</b>	February 20, 2024
<b>AGENDA ITEM:</b>	Emergency Repairs to Well #7
<b>ACTION:</b>	Motion

**SYNOPSIS:** This is more of an FYI of what is to come as I do not have exact costs for the council to consider. Alex began to see production issues at well #7 (Bryant Park) in the Fall of 2023. Northway was hired to pull the well components and investigate the 50% drop in production. I have included a picture of the piping that was pulled from the well to show you the chunk of missing pipe above the threads. The pipe will be replaced with galvanized material and should have a life expectancy of 20-25 years. This is considered an emergency repair by our purchasing policy.

**BUDGET ITEM:** Water

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/16/2024







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



# Mt. Vernon-Lisbon Police Department

Douglas J. Shannon  
Chief of Police

## JANUARY 2024 POLICE REPORT

### Vehicle Collisions

There was a total of 8 reported collisions during the month. There were 7 collisions in Mount Vernon. Collision 1 occurred on the E. US 30 ramp when unit 1 lost control and struck unit 2. Damage was estimated at \$7,000 and no injuries were reported. Collision 2 occurred when unit 2 entered the roundabout and struck unit 1, which was already in the Hwy 1 roundabout. Damage was estimated at \$23,000 and no injuries were reported. Collision 3 occurred when unit 2 entered the roundabout and struck unit 1, which was already in the Hwy 1 roundabout. Damage was estimated at \$6,000 and no injuries were reported. Collision 4 occurred on the 300 blk of S. 1<sup>st</sup> Ave when unit 1 slowed to turn and was rear-ended by unit 2. Damage was estimated at \$3,500 and no injuries were reported. Collision 5 occurred at the intersection of business 30 and Hillview Dr when unit 1 lost control and struck a snowbank. Damage was estimated at \$2,500 and no injuries were reported. Collision 6 occurred when unit 2 entered the roundabout and struck unit 1, which was already in the Hwy 1 roundabout. Damage was estimated at \$5,500 and no injuries were reported. Collision 7 occurred when unit 1 was attempting to go up a hill on 2<sup>nd</sup> St SE and began to slide backwards, colliding with a legally parked unit. Damage was estimated at \$1,400 and no injuries were reported.

There was 1 collision in Lisbon. Collision 1 occurred at the intersection of N. Washington and E. Main St. when unit 2 slide through a stop sign and collided with unit 1. Damage was estimated at \$5,000 and no injuries were reported.

### Incidents/Arrest

There were 19 reported incidents during the month. In Mount Vernon, there were 12 reports which included: animal control (x2), animal bite, criminal mischief, assault, fraud (x2), harassment, OWI, violation of no contact order, theft, and street storage.

In Lisbon, there were 7 reports which included: vandalism, disturbance (x2), possession of drug paraphernalia, possession of controlled substance, welfare check, juvenile issue, and medical.

During the month, officers had 4 arrests. In Mount Vernon there were 3, including: burglary, assault and OWI.

In Lisbon there was 1, including possession of drug paraphernalia and possession of controlled substance.

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 in January.

## **Community Service/Training/Misc.:**

- Officer Ford attended Cornell's annual Alcohol, Tobacco, and Other Drug Awareness Event
- Officer Moel and Monster did a k9 demo at Mount Vernon High School
- Officer Moel and Monster attended k9 training
- Officer Gutierrez attended ARIDE training
- The department hosted the Boots and Badges blood drive which collected 32 units which will help up to 128 local patients
- Officer Blinks attended Advanced Patrol Tactics
- Lisbon time (administration, call for service, patrol): 326 hours

	Jan	Dec	Nov	Oct	Sept	Aug
Administrative	55	46	71	67	63	103
Call for service	24	19	30	26	18	19
Patrol	247	257	207	213	248	389
	326	323	307	306	328	511

## **GTSB:**

During January, officers worked 0 hours of STEP.

Respectfully Submitted,

Chief of Police

380 Old Lincoln Highway  
Mount Vernon, Iowa 52314

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



Mount  
Vernon  
IOWA

Chris Nosbisch, City Administrator  
Douglas Shannon, Chief of Police

**Thomas M. Wieseler, Mayor**

**Council:**

Scott Rose  
Stephanie West  
Mark Andresen  
Paul Tuerler  
Craig Engel

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**Public Works Report**  
**2/20/2024**  
**Council Meeting**

The PW team, prior to the big snow event, had finished getting all the lights and garage door openers wired and operational in the south cold storage building. What a great feeling this was for us all!

The weather created a stretched out, crazy work schedule for us for about three weeks. It was nonstop action involving plowing, pushing, loading, hauling, trying to melt snow/ice, and applying brine to the streets for safe travels in our city. After the weather had subsided, our team spent several days making sure all the storm intakes were opened up and cleaned out, so we were prepared when all that snow melted. When conditions became unsafe to keep the sledding hill closed, we cleaned up snow and ice off of 3<sup>rd</sup> Avenue.

The recent lack of weather threats has given us the opportunity to start up where we left off in the fall with our tree trimming. The NE and SE quadrants are what was left to do after the mid fall trimming had been finished.

Our team has also been working diligently on building maintenance. There has been a substantial amount of painting and trim work done at the LBC, PD, City Hall, and the Fire Station.

I have spent some time getting feedback from the team regarding a busy spring coming up on us fast. Their buy in on evaluating equipment, vehicles, procedures, and projects helps me execute a valid schedule with our time and staff. It also helps me communicate to Chris where we are standing with those variables.



Mount  
Vernon  
IOWA

Chris Nosbisch, City Administrator  
Douglas Shannon, Chief of Police

**Thomas M. Wieseler, Mayor**

**Council:**

Scott Rose  
Stephanie West  
Mark Andresen  
Paul Tuerler  
Craig Engel

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Thank you all for what you do and the contributions you give to the community!

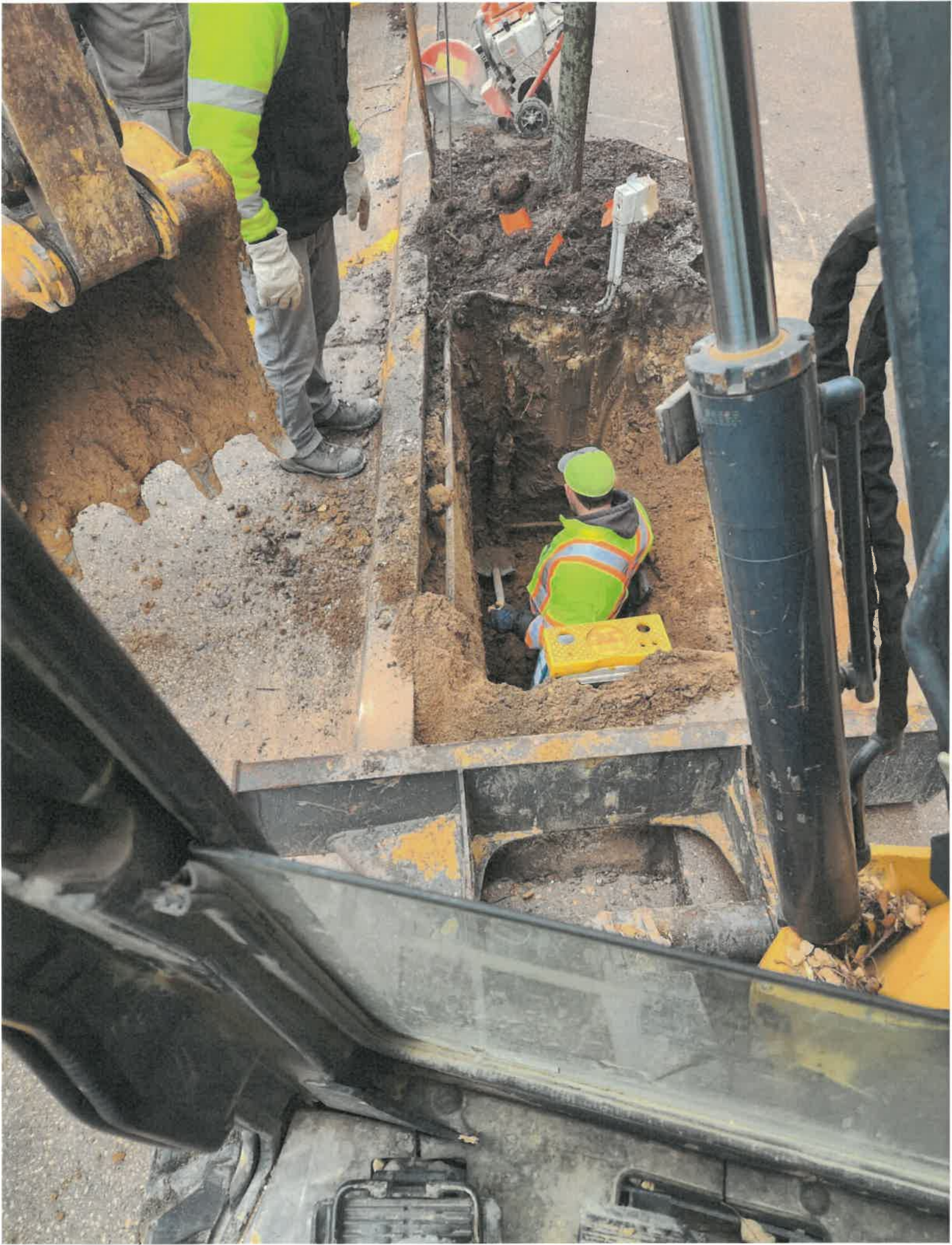
**“When we are no longer able to change a situation, we are challenged to change ourselves.” – Viktor E. Frankl**

Eldon Downs  
City of Mt. Vernon  
Public Works Director  
563-331-0424  
[edowns@cityofmtverno-ia.gov](mailto:edowns@cityofmtverno-ia.gov)









































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Parks and Recreation Department  
Directors Report  
January 15 – February 15

Parks

- Davis Park lighting work will begin very soon. Light equipment is staged there now.
- Master Parks and Recreation Plan is being revised and reviewed by the Board on Feb 13<sup>th</sup>. Will bring to Council soon.

Sports

- Youth Wrestling started February 8<sup>th</sup>. We currently have 19 kids ages 4-6 enrolled.
- Spring Soccer registration will take place starting Feb 13<sup>th</sup>.

Pool

- Currently in the process of identifying assistant managers and returning staff.
- City Council agreed to borrow up to \$2 million for outdoor pool renovations to start after 2024 season. This year's season may be cut short by two weeks.
- Pool report will be reviewed by Park and Rec Board on Feb 13<sup>th</sup>.

LBC

- LBC has been averaging 306 patrons per day for January 2023, down from 315 (but LBC was fully closed for a day and weather played a role couple other days)
- Hosted a youth basketball tournament at LBC Jan 6-7. Things went well.
- Will host another youth basketball tournament at LBC on Feb 17 and 18 using all three courts.



**Date:** February 14, 2024  
**From:** Leigh Bradbury, Planner I  
**To:** City Council  
**Re:** Planning & Zoning-related Activities - CY2023

Following is a summary of planning and zoning activities from the 2023 calendar year.

**Building Permits:** There were 119 building permits issued in 2023, compared with 145 in 2022.

CY2023 - Building Permits	
22	New Construction
53	New Additions / Accessory Structures / Finish work (existing housing stock)
44	Renovations / Remodeling
119	Total Permits - 2023

**Highlights / New Construction:**

- MVCSD Athletic Complex
- City of Mount Vernon - Public Works Facility @ Bryant Road
- Mount Vernon Lisbon Police Station - Expansion & Renovation
- New Commercial – Old US 30 West (Scooters)
- New Housing Stock – 1 infill on Hwy 1 North, 8 in the SW quadrant (Stonebrook), and 6 in the NE quadrant (Spring Meadow Hts), one (1) infill on Hwy 1 North and one (1) barn conversion on Old Hwy 30 W
- Solar installations – 9
- Fiber installation in NW, SW & SE quadrants

**Planning & Zoning Commission:** Commission members Jenna Wischmeyer and Trude Elliot resigned in CY2023. Jacob Lindauer is newly appointed, with one vacancy remaining at this time.



**Items before the commission in CY2023:**

- Rezoning Lot 2 of Washington Square, 2<sup>nd</sup> Addition from TR to UC
- Preliminary / Final Plat and Rezoning of Stoner Plaza 10<sup>th</sup> Addition to UC
- Final Plat on Bowers on Springville Road NW, 1<sup>st</sup> Addition
- Final Plat on Bowers on Old Lincoln Hwy – NW Addition
- Voluntary annexation & zoning designation - CTM Holdings & Louwagie property
- Final Plat – Stonebrook 7<sup>th</sup> Addition, Phase II
- Vacating Lot B of Stonebrook 5<sup>th</sup> Addition – Sale to MVCSD for Athletic Complex access
- Preliminary Plat – Stonebrook 7<sup>th</sup> Phase II, 10<sup>th</sup> and 11<sup>th</sup> Additions

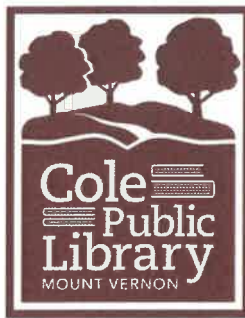
**Board of Adjustment:** Commission member Lori Boren resigned due to her appointment as Assistant City Manager in February, 2023. The board will welcome Rachel Mosier at their next meeting, leaving one vacancy to be filled due to the election of board member Mark Andresen to City Council in November, 2023. Two (2) applications for Conditional Use were approved by the board for ground-mounted solar installations.

**Other construction-related developments:** The City formally accepted the public improvements / infrastructure in Stonebrook 9<sup>th</sup> Addition, allowing the owner to proceed with sale of lots and build-out.

**Code Enforcement / Nuisance Abatement:** Several Notices to Abate were issued in 2023 for the following concerns: removal of diseased trees (6), fencing (2), accumulated refuse and “junk” (4), brush and weeds in excess of 12” (2), and one (1) inoperable vehicle. Two (2) of the more significant matters were forwarded to legal counsel for formal action on municipal infractions.

**Sidewalk Inspection:** Sidewalks have been inspected in the NW, NE and SE quadrants. Homeowners with significant trip hazards will be notified this spring and given the option of participating in a revolving loan fund.

If you have any questions, please contact me at (319) 895-8742 x114.



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February 6, 2024

**Mayor Tom Wieseler and City Council Members,**

Cole Public Library had a very active January. We held our Puzzle Swap on Saturday, January 20th and an art exhibit by Mount Vernon's Artist-in Residence Sarah Lynn Fitzgerald on Sunday, January 21st. Both programs were well attended, with 16 people participating in the swap and over 65 people attending the art opening. Our Win-ter Reading Challenge continued through January, and we'll draw winners the first week of February. The Board of Trustees met on Tuesday, January 16th at 8:30am in Room 310.

We continue the momentum of January into February and have added two additional programs to our regular activity schedule. Creatives Connect meets on Sunday, February 4th from 2:00-4:00pm. This collaborative program with the Mount Vernon Area Arts Council is a monthly gathering of local visual artists. Learn to Play Bridge is a 10-part series led by Bridge instructor Mitch Corcoran, which teaches participants a different element of the card game at each meeting. The first session is on Thursday, February 8th from 1:00-3:00pm. Alongside these new programs, we'll continue to hold Story Time, Lego Club, and Yarn Squad on a weekly basis. Matinee Movie and our 3 main book groups meet once a month. The Board of Trustees will meet on Tuesday, February 20th at 8:30am in Room 310.

Regards,  
Grace Chamberlain  
Cole Public Library Director

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

**AGENDA ITEM # L – 1**

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

<b>DATE:</b>	February 20, 2024
<b>AGENDA ITEM:</b>	Health Insurance for City Council
<b>ACTION:</b>	None

**SYNOPSIS:** Council has asked for further discussion on this topic now that staff has received confirmation from IGHCP that city council members can join the city health insurance pool as long as they pay the premium.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/16/2024

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

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**CITY OF MT. VERNON  
CITY ADMINISTRATOR  
REPORT TO THE CITY COUNCIL  
February 20, 2024**

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- Lori and I will be attending the NE Iowa City Managers meeting in Marion on Friday, February 23, 2024.
- Monday, February 26, 2024 will be the next meeting between Cornell, the MVCSD and the City.
- I will be attending the ECICOG Board of Directors meeting on Thursday, February 26, 2024.