

# 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>June 3, 2024 – 6:30 PM</b>
<b>Web Page:</b>	<b><a href="http://www.cityofmtvernon-ia.gov">www.cityofmtvernon-ia.gov</a></b>
<b>Posted:</b>	<b>May 31, 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: 863 8653 6820
3. Password: 167586

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 – May 20, 2024 Regular Council Meeting
2. Approval of Cigarette License – Gary's Foods

**E. Public Hearing**

1. Public Hearing for and Ordinance Amending Chapter 99.02 Rate of the Mount Vernon Municipal Code
  - i. Close Public Hearing – Proceed to F-1 (tabled on May 20, 2024)
2. Public Hearing for and Ordinance Amending Chapter 92.02 Usage Rate of the Mount Vernon Municipal Code
  - i. Close Public Hearing – Proceed to F-2 (tabled on May 20, 2024)

**F. Ordinance Approval/Amendment**

1. Ordinance #5-20-2024A: Amending Chapter 99.02 Rate of the Mount Vernon Municipal Code
  - 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)  
(tabled on May 20, 2024)
2. Ordinance #5-20-2024B: Amending Chapter 92.02 Usage Rate of the Mount Vernon Municipal Code
  - 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)  
(tabled on May 20, 2024)

**G. Resolutions for Approval**

1. Resolution #5-20-2024A: Ordering Construction of Certain Public Improvements, Approving Preliminary Plans, and Fixing a Date for Hearing Thereon and Taking Bids Therefore for Improvements Known as the Glenn Street Extension
2. Resolution #5-20-2024D: Approving the Inclusion of Jewish American History Month as a Recognized Commemorative Flag Within the City of Mount Vernon Display of Flags Policy  
(Councilperson Andresen asked for reconsideration of this resolution)

**H. Mayoral Proclamation**

1. None

**I. Old Business**

1. Discussion and Consideration of Sculpture Trail Funding Request – Council Action as Needed (tabled on May 6, 2024)

**J. Motions for Approval**

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Engineering Contract for the Hwy 1 laDOT Reconstruction Project – Council Action as Needed
3. Discussion and Consideration of Appointment of the Executive Director for the Mount Vernon-Lisbon Community Development Group – Council Action as Needed
4. Discussion and Consideration of Setting a Public Hearing Date for the Adoption of Chapter 28 Cemetery Commission – Council Action as Needed

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

1. None

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

1. None

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

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

- N. Closed Session -** Pursuant to Chapter 21.5 (1)J, the City Council may enter into closed session, "to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property."
1. Exit Closed Session – Council Action as Needed

**O. Adjournment**

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

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

## **D. Consent Agenda**

May 20, 2024  
City Council Minutes  
213 1<sup>st</sup> Street NW  
Mount Vernon, Iowa 52314

The Mount Vernon City Council met May 20, 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: Andresen, Engel, Rose and West. Absent: Tuerler.

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

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

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

Approval of City Council Minutes – May 6, 2024 Regular Council Meeting

Approval of Cigarette License – Happy Daze

**Public Hearing.**

Staff is recommending tabling the public hearings and ordinance reviews until the June 3, 2024 meeting to allow for a longer publishing period in The Sun newspaper.

Public Hearing for and Ordinance Amending Chapter 99.02 Rate of the Mount Vernon Municipal Code. Motion made by Rose, seconded by Engel to table this item. Motion carries. Tuerler absent.

Public Hearing for and Ordinance Amending Chapter 92.02 Usage Rate of the Mount Vernon Municipal Code. Motion made by Andresen, seconded by Rose to table this item. Motion carries. Tuerler absent.

**Ordinance Approval/Amendment**

Ordinance #5-20-2024A: Amending Chapter 99.02 Rate of the Mount Vernon Municipal Code. Motion made by West, seconded by Rose to table this item. Motion carries. Tuerler absent.

Ordinance #5-20-2024B: Amending Chapter 92.02 Usage Rate of the Mount Vernon Municipal Code. Motion made by Engel, seconded by Andresen to table this item. Motion carries. Tuerler absent.

**Resolutions for Approval**

Resolution #5-20-2024A: Authorizing Temporary Transfer of Surplus Funds from the Mount Vernon Municipal Water Utility Fund to the City of Mount Vernon. In order to account for the cost overruns from the Police Station Construction project, staff is recommending that we internally borrow \$136,431.50 from the Water Treatment Plant Depreciation Fund. The monies will be repaid with franchise fees before any renovation projects are identified. This resolution approves the internal loan and Resolution #5-20-2024F approves the actual transfer of \$136,431.50 from the Water Treatment Plant Depreciation Fund to the Police Station Construction Fund. Motion made by Rose, seconded by West to approve Resolution #5-20-2024A. Roll call all yes. Resolution passes. Tuerler absent.

Resolution #5-20-2024B: Appointing UMB Bank, N.A of West Des Moines, Iowa to Serve as the Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement. The next two resolutions are the final steps required to receive the \$4,480,000 bond proceeds. The paying agent will be responsible for receiving

and executing the transfer of funds. Resolution #5-20-2024C is the actual loan agreement for the funds. Motion made by Engel, seconded by Andresen to approve Resolution #5-20-2024B. Roll call all yes. Resolution passes. Tuerler absent.

Resolution #5-20-2024C: Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance of \$4,480,000 General Obligation Capital Loan Notes, Series 2024, and Levying a Tax to Pay Said Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate. Motion made by Andresen, seconded by Rose to approve Resolution #5-20-2024C. Roll call all yes. Resolution passes. Tuerler absent.

Resolution #5-20-2024D: Approving the Inclusion of Jewish American History Month as a Recognized Commemorative Flag Within the City of Mount Vernon Display of Flags Policy. A request was made to include the Jewish-American Flag as part of the ceremonial flags flown each month at City Hall. Councilperson Andresen requested this be brought forward to Council for consideration. Per the City of Mount Vernon Display of Flags Policy, Council may approve additional flags not listed in the policy. Andresen felt this was a good step moving forward to show the City's support for Jewish Americans. If Council did approve multiple flags to be flown during one month, there may need to be provisions made during the month as to when each flag is flown as the current flag pole will more than likely only accommodate two at one time. Engel made a motion to table this until a later meeting (before the end of the calendar year) where Council can re-evaluate the current flag policy for the entire year. Motion seconded by West. Roll call voting yes to the motion: West, Engel. Voting no to the motion: Rose, Andresen. Motion fails. Tuerler absent. Motion to approve Resolution #5-20-2024D then made by Rose, seconded by Andresen. Roll call voting yes to approve resolution: Rose, Andresen, Engel. Voting no: West. Tuerler absent. Resolution passes. Mayor Wieseler then exercised his right to veto the motion to approve the resolution stating that the City has not gone through an entire year cycle for the flags and would like to do that before any changes are made to the current policy. There was no challenge to the veto. Resolution fails.

Resolution #5-20-2024E: Approving Contracts and Bonds for Mobilization and Installation of the Water Meter Replacement Improvements to Ferguson Waterworks. This resolution is for the approval of contracts and bonds from Ferguson Waterworks to move forward with the water meter replacement program set to begin in September 2024. Motion made by West, seconded by Rose to approve Resolution #5-20-2024E. Roll call all yes. Resolution passes. Tuerler absent.

Resolution #5-20-2024F: Approving Fiscal Year 2023-2024 Transfers. This transfer resolution is in conjunction with Resolution #5-20-2024A authorizing the transfer of funds from the Water Treatment Plant Depreciation Fund (163) to the Police Station Construction Fund (314) to cover the deficit in that fund of \$136,431.50. Motion made by Engel, seconded by West to approve Resolution #5-20-2024F. Roll call all yes. Resolution passes. Tuerler absent.

### **Old Business**

Discussion and Consideration of Sculpture Trail Funding Request – Council Action as Needed (tabled on May 6, 2024). Item to remain tabled.

### **Motions for Approval**

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

PAYROLL	CLAIMS	104,651.69
MOUNT VERNON BANK & TRUST	2020 GO LOAN NOTE PRIN & INT	87,520.00

ARDENT LIGHTING GROUP LLC	PAY APP #3-DAVIS PARK LIGHTING	77,260.48
HILLS BANK & TRUST	2015 GO LOAN NOTE PRIN & INT	40,984.50
EMPLOYEE BENEFIT SYSTEMS	GROUP INSURANCE-ALL DEPTS	36,539.54
REPUBLIC SERVICES #897	GB,RECYL-SW	23,486.68
RICKARD SIGN AND DESIGN CORP	SIGN-FD LOST I	17,955.00
S&P GLOBAL	ANALYTICAL SERVICES-2024 GO	16,250.00
REPUBLIC SERVICES #897	GB,RECYL-SW	15,302.42
TOTAL TREE CARE OF IOWA CITY	TREE MAINT-RUT	9,918.75
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	4,703.35
RED LION RENEWABLES	SOLAR ELECTRIC-P&A,PD,LBC	4,533.17
IOWA SOLUTIONS INC	COMPUTER EQUIP/MAINT-ALL DEPTS	3,983.00
IOWA SOLUTIONS INC	COMPUTER MAINT-PD	3,065.00
ALLIANT ENERGY	ENERGY USAGE-WAT	2,790.34
BARNYARD SCREEN PRINTER LLC	T-SHIRTS-P&REC	2,635.50
RICHARD BURROUGHS	CEMETERY MAINT	2,020.00
PNP	FUEL-PD	1,962.63
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	1,716.63
TRI-CITY ELECTRIC CO OF IOWA	KEY CARDS-LBC	1,704.00
BANKCARD 8076	CREDIT CARD FEES-LBC,POOL,P&REC	1,389.54
ECICOG	ZONING ORD REVIEW-P&A	1,350.00
LYNCH DALLAS PC	LEGAL FEES-P&A	1,341.89
BRADLEY HAUGE CPA	PROFESSIONAL SERV-ALL DEPTS	1,310.00
UPPER IOWA UNIVERSITY	TUITION-PD	1,244.00
PLUMB SUPPLY CO	FILTERS-CITY HALL	1,123.12
STUDENT PUBLICATIONS INC	CTW ADS-P&REC	1,064.00
ALLIANT ENERGY	ENERGY USAGE-WAT	1,050.08
EVER-GREEN LANDSCAPE NURSERY	MULCH-P&REC	1,050.00
IOWA SOLUTIONS INC	MONTHLY MAINT-PD	1,035.00
WHITE CAP, L.P.	SUPPLIES-P&REC	1,031.07
TAYLOR CONCESSIONS	CTW FOOD VENDOR-P&REC	1,020.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	1,017.63
KIEFER AQUATICS	SUPPLIES-POOL	934.33
HAWKINS INC	CHEMICALS-WAT	839.50
NEXT GENERATION WIRELESS	CELL PHONE-PD	819.76
US CELLULAR	CELL PHONE-PD	802.94
CUSTOM HOSE & SUPPLIES INC	ADAPTER-WAT	726.24
ALLIANT ENERGY	ENERGY USAGE-P&REC	622.77
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	609.97
ECICOG	GENERATOR GRANT-LBC	600.00
USA BLUE BOOK	SUPPLIES-WAT	597.28
ALLIANT ENERGY	ENERGY USAGE-FD	577.92
ALLIANT ENERGY	ENERGY USAGE-RUT	551.32
ALLIANT ENERGY	ENERGY USAGE-SEW	511.97
KROMMINGA MOTORS INC	VEHICLE MAINT-FD RANGER	420.82
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	377.79
SHERWIN WILLIAMS CO.	PAINT/SUPPLIES-POOL	372.47
TRAFFIC & TRANSPORTATION PRODUCTS	TRAFFIC LIGHT PARTS-RUT	325.39
MEDIACOM	PHONE/INTERNET-PW	322.17
BRADY LANHAM	CTW POWER-CDG	320.00
SJ SMITH CO, INC	WELDER PARTS-PW	275.77
ALLIANT ENERGY	ENERGY USAGE-CITY HALL	255.99
CITY LAUNDERING CO	SERVICES-LBC	253.92
CITY LAUNDERING	SERVICES-LBC	253.92
MOUNT VERNON, CITY OF	START UP CASH-POOL	250.00

CAUSE TEAM	UNIFORMS-ALL DEPTS	225.00
BASS FARMS	CTW FOOD VENDOR-P&REC	225.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-PD	207.31
MATT STEIGERWALD	REFUND-LBC	191.82
RC TECH	CAMERA SERVICE-SW	186.50
RC TECH	CAMERA REPAIRS-SW	183.75
SIRCHIE	SUPPLIES-PD	151.55
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-PD	149.76
ALLIANT ENERGY	ENERGY USAGE-LBC	139.04
ALLIANT ENERGY	ENERGY USAGE-RUT,P&A,WAT,SEW	129.10
ALLIANT ENERGY	ENERGY USAGE-PD	105.10
STAPLES INC	SUPPLIES-P&A	102.16
MARKET STREET	ONLINE TECH SUPPORT-MVHPC	100.80
AIRGAS INC	CYLINDER RENTAL FEE-PW	99.68
MARK ANDRESEN	TRAINING-P&A	90.00
AMAZON CAPITAL SERVICES	SUPPLIES-PW	89.99
STAPLES INC	SUPPLIES-P&A	88.56
VESTIS	RUGS,SERVICES-FD	84.81
CITY LAUNDERING CO	SERVICES-CITY HALL	79.69
CITY LAUNDERING	SERVICES-CITY HALL	79.69
ALLIANT ENERGY	ENERGY USAGE-POOL	78.85
IOWA FIRE CHIEFS ASSOCIATION	MEMBERSHIP-FD	75.00
CENTURY LINK	PHONE CHARGES-PD	72.00
LYNCH FORD	VEHICLE MAINT-PW	63.68
PRESTO-X	PEST CONTROL-PD	62.00
KIEFER AQUATICS	SUPPLIES-POOL	52.00
KIECKS	UNIFORMS-PD	51.95
LUKE RUSHFORD	REFEREE-P&REC	50.00
KAYNE KAMBERLING	REFEREE-P&REC	50.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-PD	47.89
MELINDA SNYDER	INSTRUCTOR-LBC	40.00
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	33.99
THE GAZETTE	ADS/PUBLICATIONS-PD	30.41
BANKCARD 8076	REFUND-POOL	28.00
ALLIANT ENERGY	ENERGY USAGE-RUT,WAT,SEW,SW	27.36
LISBON MT VERNON AMBULANCE	CPR TRAINING-FD	27.00
ALLIANT ENERGY	ENERGY USAGE-SW	26.54
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	22.59
HAWKINS INC	CHEMICALS-WAT	20.00
STAPLES INC	SUPPLIES-P&A	10.02
MOUNT VERNON BANK & TRUST CO	WIRE TRANSFER FEE-2024 GO	5.35
<b>TOTAL</b>		<b>489,215.19</b>

<b>FUND EXPENSE TOTALS</b>	
DEBT SERVICE FUND	128,504.50
PAYROLL	104,651.69
DAVIS PARK IMPROVEMENTS	77,260.48
GENERAL FUND	50,651.10
SOLID WASTE	41,289.25
ROAD USE TAX FUND	20,055.44
LOST I-FD/EQUIPMENT	17,955.00
WATER FUND	13,209.78

LBC	11,091.06
SEWER FUND	7,009.13
2024 INFRASTRUCTURE	4,063.84
COTTONWOOD LMI PROJECT	4,063.84
REMOTE READ METER PROJECT	4,063.84
POOL RENOVATIONS	4,063.83
STORM WATER FUND	1,282.41
<b>TOTAL</b>	<b>489,215.19</b>

Discussion and Consideration of Gronewold, Bell, Kyhnn and Co. PC Proposal for Audit Services – Council Action as Needed. Staff is recommending the City of Mount Vernon continue to utilize the services of Gronewold, Bell, Kyhnn & Co. P.C. for the annual audit. This would be a one-year proposal with a proposed cost of \$14,640.00. Motion made by Rose, seconded by Andresen to approve the proposal for audit services for the FY2024 audit. Motion carries. Tuerler absent.

Discussion and Consideration of Bradley L. Hauge, CPA Proposal for Accounting Services – Council Action as Needed. Mr. Hauge assists the City with the completion of state budget forms, TIF reports and monthly bank reconciliations. The yearly contract amount is \$7,575.00. Motion made by Andresen, seconded by Engel to approve the proposal from Bradley L. Hauge, CPA for accounting services. Motion carries. Tuerler absent.

Discussion and Consideration of Invoice #150549 – Downtown Streetscape Project – Council Action as Needed. This is the third invoice for the Uptown Streetscape Project. Included with the \$68,702.00 invoice is a monthly progress report from JEO Consulting Group. Motion made by Engel, seconded by Rose to approve Invoice #150549 from JEO Consulting Group in the amount of \$68,702.00. Motion carries. Tuerler absent.

Discussion and Consideration of – Purchase of Pool Vacuum – Council Action as Needed. The existing pool vacuum is no longer operable and replacement parts are not available for that model. Staff recommends purchasing a new unit with a proposed cost of \$11,252.00 and \$500.00 for shipping. This purchase would be made using bond proceeds as the unit is needed for the pool renovation. Motion made by West, seconded by Rose to approve the purchase of a new pool vacuum. Motion carries. Tuerler absent.

**Reports to be Received/Filed.** Full reports can be viewed on the City website under the May 20, 2024 Council Packet.

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

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

457 Retirement Plans (Missionsquare). Numerous city employees have expressed interest in the possibility of having a 457(b) retirement account. City staff recently met with Mission Square Retirement and received a high-level view of this program. Staff would like to pursue researching this plan and noted there will be no cost to the City.

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

Mayor's Report. Mount Vernon's City website was noted in the most recent issue of Cityscape. Wieseler will be meeting with representative McClintock this Friday and met with the Linn County Sustainability Director, Kara Marsden, last week. He also added his name to the group Midwest Building Decarbonization Coalition.

Council Reports. Engel reported that the short survey put out on childcare solutions yielded good results. Committee Reports. Andresen reported that he and a few City staff members traveled to Platteville, WI to look at their uptown lighting.

City Administrator's Report. Full report available on the City website under the May 20, 2024 Council packet.

As there was no further business to attend to, the meeting adjourned, the time being 7:24 p.m., May 20, 2024.

Respectfully submitted,  
Marsha Dewell  
City Clerk

## **E. Public Hearing**

**AGENDA ITEM # E – 1 & F – 1**

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

**DATE:** June 3, 2024

**AGENDA ITEM:** Public Hearing and Ordinance #5-20-2024A

**ACTION:** Motion to Close

**SYNOPSIS:** The amendment to Chapter 99.02 would establish a sewer rate increase of 8% beginning July 1, 2024, and July 1, 2025. A 3% increase would then continue on July 1, 2026 until June 20, 2030. **Please understand that additional work will need to be completed at the sewer treatment plant, and may cause deviations to the recommended increases in the future.**

**BUDGET ITEM:** Sewer

**RESPONSIBLE DEPARTMENT:** City Administrator

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

**ATTACHMENTS:** Proceed to Ordinance #5-20-2024A

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 5/31/2024

**AGENDA ITEM # E – 2 & F - 2**

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

**DATE:** June 3, 2024

**AGENDA ITEM:** Public Hearing and Ordinance #5-20-2024B

**ACTION:** Motion to Close

**SYNOPSIS:** This amendment extends the annual 3% increase in water rates until June 30, 2030. The increase is needed to repay bonds for the water meter replacement project.

**BUDGET ITEM:** Water

**RESPONSIBLE DEPARTMENT:** City Administrator

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

**ATTACHMENTS:** Proceed to Ordinance #5-20-2024B

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 5/31/2024

## **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 #5-20-2024A**

**AN ORDINANCE AMENDING CHAPTER 99 SEWER SERVICE CHARGES OF THE MUNICIPAL CODE OF MT. VERNON, IOWA**

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

**SECTION 1. AMENDMENT.** Chapter 99.02 Rate, is hereby amended as follows:

**92.02 USAGE RATE.** Effective July 1, 2009, each customer will pay sewer service charges in the amount of \$34.22 per 1000 cubic feet of water attributable to the customer for the property served but in no event less than \$7.51 per month (a 10% increase over the previous rate of \$6.83). Beginning on July 1, 2009 and then on July 1 of each succeeding year until June 30, 2024, the sewer service charge will increase 3% and the minimum charge will be increased by 3%. **Beginning July 1, 2024 and July 1, 2025, the sewer service charge will increase 8% and the minimum charge will be increased by 8%. Beginning on July 1, 2026, and then on July 1 of each succeeding year until June 30, 2030, the sewer service charge will increase 3% and the minimum charge will be increased by 3%.** In any fiscal year in which revenues are expected to exceed operations and maintenance expenditures by 25% the Council, by resolution, shall suspend the rate increase, in whole or in part, so long as revenues exceed operations and maintenance expenditures by 25%.

In addition, there will be a flat fee of \$10.00 per month per residential dwelling unit and a flat fee of \$10.00 per month for each non-residential account for the purpose of payment for an upgrade to the sewer system for the benefit of all users. A residential dwelling unit is defined as one or more rooms, designed, occupied or intended for occupancy as a separate living quarter. For purposes of this section, each apartment, dormitory room, condominium or similar dwelling usage will be considered a separate dwelling unit.

Customers who are educational institutions with more than 250 full-time students are exempt from the sewer service charges based on the water usage for the portion of water service:

1. Used exclusively for watering or irrigating playing fields of the educational institution; and
2. Measured by a meter that is separate and distinct from the meters used to measure other water services provided to the customer.

The customer is responsible for all costs associated with the purchase, installation and maintenance of the meter. The Superintendent shall determine the type and size of the meter and, further, shall inspect and approve the installation of the meter so used. The customer's eligibility for this exemption is contingent upon full compliance with these and other provisions pertaining to the water system and the sanitary sewer system, as determined by the Superintendent.

**SECTION 2. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 3. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

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

ATTEST:

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

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

I certify that the foregoing was published as  
Ordinance #5-20-2024A on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

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

**ORDINANCE #5-20-2024B**

**AN ORDINANCE AMENDING CHAPTER 92 WATER RATES OF THE MUNICIPAL CODE OF MT. VERNON, IOWA**

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

**SECTION 1. AMENDMENT.** Chapter 92.02 Usage Rate, is hereby amended as follows:

**92.02 USAGE RATE.** Beginning on July 1, 2012, each customer will pay water service charges in the amount of \$45.54 per 1000 cubic feet of water attributable to the customer for the property served but in no event less than \$10.00 per month (a 10% increase over the previous rate of \$9.09). Beginning on July 1, 2013 and on July 1<sup>st</sup> of each succeeding year until June 30, ~~2024~~ 2030, the water service charge shall increase 3% and the minimum service charge will increase 3%. In any fiscal year in which revenues are expected to exceed expenditures by 25%, the Council, by resolution, shall suspend the rate increase, in whole or in part, so long as revenues exceed operations and maintenance expenditures by 25%. Beginning August 1, 2016, the water service charge will increase 5%. This increase is in addition to the automatic 3% increase effective July 1, 2016.

**SECTION 2. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 3. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

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

ATTEST:

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

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

I certify that the foregoing was published as  
Ordinance #5-20-2024B on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

## **G. Resolutions for Approval**

**AGENDA ITEM # G – 1**

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

**DATE:** June 3, 2024

**AGENDA ITEM:** Resolution #6-3-2024A

**ACTION:** Motion

**SYNOPSIS:** Please see the attached resolution outlining the public hearing and bid dates for the Glenn Street extension project. These improvements are being completed as a part of the CHI low-income senior housing project.

**BUDGET ITEM:** Bond

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #6-3-2024A

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 5/31/2024

## **RESOLUTION #6-3-2024A**

### **RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, APPROVING PRELIMINARY PLANS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFORE FOR IMPROVEMENTS KNOWN AS THE GLENN STREET EXTENSION PROJECT**

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Glenn Street Extension Project, and has caused to be prepared preliminary plans, specifications and form of contract, together with estimate of cost, on file in the office of the Clerk for public inspection, for the construction of said public improvements, and said preliminary plans, specifications and form of contract are deemed suitable for the making of said public improvements; and

WHEREAS, before said preliminary plans, specifications, form of contract and estimate of cost may be adopted, and contract for the construction of the public improvements entered into, it is necessary, pursuant to Division VI of Chapter 384 of the Code of Iowa, to hold a public hearing and to advertise for bids,

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Glenn Street Extension Project, in the manner set forth in the preliminary plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the Instructions to Bidders, said public improvements being more generally described as follows:

#### **GLENN STREET EXTENSION PROJECT**

Construct and extend Glenn Street SE Improvements including all labor, materials, and equipment necessary for extension of Glenn Street and the construction of a north-south connector to Business 30; and miscellaneous associated work including cleanup.

Section 2. That the amount of bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of said specifications; and,

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish notice of public hearing and notice to bidders once in the Sun Newspaper, a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the public hearing scheduled to be held at the July 1, 2024, meeting at the Mt. Vernon City Hall (213 1<sup>st</sup> Street NW). The date for receiving bids is hereby fixed as June 27, 2024. Said bids are to be filed prior to 2:00 p.m. on said date; and,

BE IT FURTHER RESOLVED, that bids shall be received and as provided in the public notice and the results of said bids shall be considered at a meeting of this Council on July 1, 2023, at 6:30 p.m., at the Mt. Vernon City Hall (213 1<sup>st</sup> Street NW); and,

BE IT FURTHER RESOLVED, that the City Administrator is hereby designated as the authority to receive and open said bids on behalf of the City of Mt. Vernon, Iowa.

PASSED and ADOPTED this \_\_\_ day of June, 2024.

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

ATTEST:

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

**AGENDA ITEM # G – 2**

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

**DATE:** June 3, 2024

**AGENDA ITEM:** Resolution #5-20-2024D

**ACTION:** Motion

**SYNOPSIS:** According to Chapter 17.03 (2.), the City Council may override the mayor's veto within thirty (30) days of said veto. Should the City Council choose to pass resolution #5-20-2024D again, it would need to pass by a two-thirds (four) vote. Remember this is a super majority of the council, not a super majority of the members present.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #5-20-2024D

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 5/31/2024

**RESOLUTION #5-20-2024D**

**RESOLUTION APPROVING THE ADDITION OF JEWISH AMERICAN HERITAGE  
FLAG/MONTH TO THE CITY OF MOUNT VERNON DISPLAY OF FLAGS POLICY**

WHEREAS, on August 7, 2023, the City of Mount Vernon adopted a Display of Flags Policy, and,

WHEREAS, the Display of Flags Policy identifies eleven commemorative flags that may be displayed on City-owned properties, and

WHEREAS, the Display of Flags Policy allows the Mayor, a member of City Council or the City Manager to request consideration of additional flags that are not identified in the original policy, and

WHEREAS a current city councilperson has requested the Jewish American Heritage flag/month be considered for inclusion into the commemorative flag's designation,

NOW, THEREFORE, BE IT RESOLVED: The City Council does hereby approve the addition of the Jewish American Heritage Month/Flag into the City of Mount Vernon Display of Flags Policy.

APPROVED and ADOPTED this 20<sup>th</sup> day of May, 2024.

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

ATTEST:

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

## **I. Old Business**

**AGENDA ITEM # I – 1**

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

**DATE:** June 3, 2024

**AGENDA ITEM:** Trail Art Funding Request

**ACTION:** Motion

**SYNOPSIS:** Staff will be meeting with the capital project committee of the Park and Rec Board on June 4, 2024. The committee hopes to finalize a recommendation to the entire board in time for their June 11, 2024, meeting. Should the Park and Rec Board reach a consensus at their meeting, the Council could proceed with removing this item from the table on June 17, 2024.

**BUDGET ITEM:** LOST

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 5/31/2024

## **J. Motions for Approval**

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, JUNE 3, 2024

UMB BANK	2018 GO LOAN NOTE	517,917.50
UMB BANK	2019 GO LOAN NOTE	235,787.50
UMB BANK	2014 GO LOAN NOTE	213,862.50
UMB BANK	2022 GO LOAN NOTE	123,238.75
PAYROLL	CLAIMS	122,044.48
UMB BANK	2013A GO LOAN NOTE	96,783.75
JEO CONSULTING	DOWNTOWN STREETScape-LOST III	68,702.00
VEENSTRA & KIMM INC	4TH STREET NW RECONSTRUCTION	8,214.01
VEENSTRA & KIMM INC	COTTONWOOD LMI PROJECT	7,502.00
TYLER TECHNOLOGIES	SOFTWARE SUPPORT-ALL DEPTS	7,367.62
VEENSTRA & KIMM INC	2022 SANI SEWER INVESTIGATION	7,191.44
ALLIANT ENERGY	ENERGY USAGE-SEW	4,464.02
LINN CO-OP OIL CO	FUEL-PW	4,246.35
VEENSTRA & KIMM INC	REMOTE READ METER PROJECT	2,831.11
SANDRY FIRE SUPPLY LLC	AIR PACK TESTING-FD	2,436.75
CURTIS ENGLISH	PORTABLE RR RENTALS-P&REC	2,115.00
RICHARD BURROUGHS	CEMETERY MAINT	2,020.00
VEENSTRA & KIMM INC	PW STORAGE BUILDINGS	1,634.00
SUE ASTLEY	RETAINING WALL/SUPPLIES-MVHPC	1,122.56
CAUSE TEAM	UNIFORMS-POOL	990.00
AHLERS & COONEY P.C.	LEGAL FEES-2024 GO BONDS	982.50
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	744.96
VEENSTRA & KIMM INC	STREET MISC ENGINEERING	708.50
HAWKEYE FIRE & SAFETY	EXTINGUISHER MAINT-ALL DEPTS	622.50
VEENSTRA & KIMM INC	KWIK STAR SITE PLAN	537.00
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-LBC	447.07
MEDIACOM	PHONE/INTERNET-CITY HALL	423.73
TASC	FSA ADMIN FEE-ALL DEPTS	420.56
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	399.46
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-PD	378.62
AMAZON CAPITAL SERVICES	SUPPLIES-POOL	373.71
AMAZON CAPITAL SERVICES	SUPPLIES-POOL	334.18
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	330.00
VEENSTRA & KIMM INC	LBC GENERATOR	316.50
BAUMAN AND COMPANY	UNIFORMS-ALL DEPTS	250.79
CENTRAL IOWA DISTRIBUTING	SUPPLIES-POOL	222.04
VEENSTRA & KIMM INC	CITY GENERAL ENGINEERING	220.00
CAUSE TEAM	UNIFORMS-ALL DEPTS	160.00
RYAN CROCK	UNIFORMS-PW	160.00
MOUNT VERNON BANK & TRUST CO	DEPOSIT SLIPS-P&A	150.17
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	139.00
VEENSTRA & KIMM INC	FENCE & EASEMENT REVIEW	110.00
STUDENT PUBLICATIONS INC	SUBSCRIPTION-PD	110.00
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	109.99
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-POOL	108.77
IOWA ONE CALL	LOCATES-WAT,SEW	88.20
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	84.49
PROFESSIONAL WINDOW CLEANING	WINDOW CLEANING-CITY HALL	80.00
CITY LAUNDERING CO	SERVICES-CITY HALL	79.69
HUBSPOT INC	PEDDLERS REFUND-P&A	75.00
JOEL DENES	UNIFORMS-PW	72.00
PRESTO-X	PEST CONTROL-FD	67.10
LYNCH FORD	VEHICLE MAINT-PD	63.68
RICKARD SIGN AND DESIGN CORP	FIELD SIGN-P&REC	57.50
ALLIANT ENERGY	ENERGY USAGE-SEW	51.86
ALLIANT ENERGY	ENERGY USAGE-SIRENS	50.30
KONA ICE	CTW FOOD VENDOR-P&REC	50.00

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, JUNE 3, 2024

MELINDA SNYDER	INSTRUCTOR-LBC	40.00
LYNCH FORD	VEHICLE MAINT-PD	34.95
ALLIANT ENERGY	ENERGY USAGE-P&REC	32.41
AMAZON CAPITAL SERVICES	SUPPLIES-POOL	21.24
ALLIANT ENERGY	ENERGY USAGE-CEM	20.38
KARA GRASTY DALY	INSTRUCTOR-LBC	20.00
<b>TOTAL</b>		<b>1,440,220.19</b>

<b>FUND EXPENSE TOTALS</b>		
DEBT SERVICE		1,187,590.00
PAYROLL		122,044.48
LOST III UR & STREETScape		68,702.00
GENERAL FUND		18,304.13
2024 INFRASTRUCTURE		8,459.64
COTTONWOOD LMI PROJECT		7,747.63
ARPA LINN COUNTY GRANT		7,191.44
SEWER FUND		6,582.66
REMOTE READ METER PROJECT		3,076.74
WATER FUND		2,186.62
ROAD USE TAX FUND		1,874.93
SOLID WASTE		1,725.73
PW COLD STORAGE		1,634.00
LBC		1,356.59
CAPITAL IMPROVEMENT PROJECTS		708.50
STORM WATER FUND		472.99
LOST III COMMUNITY CENTER		316.50
POOL RENOVATIONS		245.61
<b>TOTAL</b>		<b>1,440,220.19</b>

## **AGENDA ITEM # J – 2**

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

<b>DATE:</b>	June 3, 2024
<b>AGENDA ITEM:</b>	Engineering Contract
<b>ACTION:</b>	Motion

**SYNOPSIS:** I expect to have the engineering contract with V&K for the IaDOT Hwy 1 reconstruction project. Staff met with the IaDOT on Tuesday, May 28, 2024, and the project is still progressing on schedule. The IaDOT will complete the reconstruction of Hwy 1 within the same footprint of the existing roadway as long as the city pays for the necessary design contract. Should the City choose to complete projects outside of the scope of reconstruction (turn lanes, lighted crossings, etc), the cost of those improvements would be the responsibility of the City. The estimated fee of \$300,000 is equivalent to 10% of the projected IaDOT improvement costs.

**BUDGET ITEM:** FF/Bond

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 5/31/2024

## **ENGINEERING SERVICES AGREEMENT**

### **HIGHWAY 1 PAVEMENT REPLACEMENT MOUNT VERNON, IOWA**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Mount Vernon, a Municipal Corporation, 213 First Street NW, Mount Vernon, IA 52314, hereinafter referred to as the "**CITY**", and Veenstra & Kimm, Inc., an Iowa Corporation, 2600 University Parkway, Suite 1, Coralville, IA 52241, hereinafter referred to as the "**CONSULTANT**."

**WHEREAS**, the **CITY** Owner is now contemplating certain repairs and replacement of pavement on US Hwy 1 in coordination with Iowa Department of Transportation with improvements be completed in 2027, hereinafter referred to as the Highway 1 Pavement Replacement, herein after referred to as the Project, and

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

**WHEREAS**, the **CONSULTANT** is qualified and capable of supplying said engineering services for a fee not to exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00).

**WHEREAS**, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to assist in the design of the Project for a total consulting fee not to exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00) under the terms and conditions set forth below.

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

#### **I. SCOPE OF SERVICES.**

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

#### **II. TIME OF COMPLETION.**

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

to timely render and perform services hereunder shall constitute a material breach of this Agreement.

### **III. GENERAL TERMS AND PROVISIONS.**

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

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.

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

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

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

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the **CONSULTANT** may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as

the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

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

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

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

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

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

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

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

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on

such observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT's** ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property, including loss of use resulting there from. The **CONSULTANT** shall name the **CITY** as an additional insured party on **CONSULTANT's** general liability insurance policy. At the request of the **CITY**, the **CONSULTANT** shall give the **CITY** a certificate of insurance evidencing that the insurance required under this Agreement is in force, and the **CONSULTANT** shall immediately notify the **CITY** of any revocation or cancellation of any of the above-referenced insurance policies. The **CONSULTANT** shall take all necessary steps to preserve the **CITY's** defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the **CITY** hereunder.

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

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a fee not to exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00). Said fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

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

B. Under no circumstances shall the **CITY** compensate the **CONSULTANT** for work that has not yet been completed. For purposes of this provision, work shall constitute the discrete phases of the Project as set forth in Exhibit "A" attached

hereto. Accordingly, the **CONSULTANT** shall not be entitled to compensation hereunder for any phases of the work until the entire phase of work has been completed.

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

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

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

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

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

## **VII. INTERPRETATION.**

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

## **VIII. SURVIVAL.**

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

## **IX. CONTROLLING LAW.**

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

## **X. HEADINGS.**

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

## **XI. SEVERABILITY.**

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

**XII. AUTHORITY.**

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

**XIII. FINAL AGREEMENT.**

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

**ACCEPTED & AGREED:**

**VEENSTRA & KIMM, INC.**

**CITY OF MOUNT VERNON, IOWA**

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

\_\_\_\_\_  
**Thomas M Wieseler, Mayor**

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_

## **ENGINEERING SERVICES AGREEMENT**

### **HIGHWAY 1 PAVEMENT REPLACEMENT MOUNT VERNON, IOWA EXHIBIT "A"**

#### **Location and Understanding of Project**

The project is located in Linn County within the city limits of the City of Mount Vernon. The project involves the replacement of pavement on Iowa Highway 1 from the entrance to Hertz Farm Management to South 3<sup>rd</sup> Street and from North 3<sup>rd</sup> Street to the south ROW of the Union Pacific Railroad. The project includes storm sewer and intake improvements where necessary along with a right turn lane on Hwy 1 at North 7<sup>th</sup> Street. A traffic signal for pedestrian crossing will be evaluated and possibly included at South 4<sup>th</sup> Street.

The design cross section of Highway 1 will match the existing pavement for most of the route. This includes a 25 foot wide 9.5" thick PCC pavement on 6" modified subbase. Construction costs are estimated at \$5,219,940 with the City responsible for design, storm sewer and utility improvements, and turn land and traffic signal improvements. The project will be funded by IDOT and the City of Mount Vernon with local funds.

#### **Scope of Services**

The CONSULTANT shall perform all aspects of design in preparation for a local letting on behalf of Johnson County. The CONSULTANT shall follow the Iowa DOT Instructional Memorandums to Local Public Agencies (IM's) and Iowa DOT Standard Specifications for Highway and Bridge Construction. The scope of services shall generally include, but not be limited to:

##### **1. Project Management**

- a. Monitor Project Budget, Schedule, and Scope:** CONSULTANT shall monitor the project scope, schedule, progress, and budget, and will report to City of Mount Vernon and Iowa DOT on a regular basis. The CONSULTANT shall make the City of Mount Vernon and Iowa DOT aware of any changes to the scope or problems.
- b. Project Meetings:** The CONSULTANT shall meet with the City of Mount Vernon and Iowa DOT during various phases of the project to discuss design elements and plan review comments. Meetings may either be face to face, video conference, or conference calls. The CONSULTANT shall organize the meeting, prepare agendas, and distribute meeting minutes.
  - i. Preliminary Plans:** Meet one (1) time with City of Mount Vernon and Iowa DOT to discuss design elements and comments.
  - ii. Check Plans:** Meet one (1) time with City of Mount Vernon and Iowa DOT to discuss design elements and comments.

- iii. **Final Plans:** Meet one (1) time with City of Mount Vernon and Iowa DOT during the final plans phase.

## 2. Information and Data Gathering

- a. **Topographic Survey:** The CONSULTANT shall complete the topographic survey under this scope of services.
- b. **Boundary Survey:** Consultant shall locate and calculate the existing right-of-way, adjacent parcel lines, and existing private utility easement as part of a this scope of services. This information shall be used for preparing necessary acquisition plats and for properly aligning the proposed improvements.
- c. **Utility Coordination:** Consultant shall request maps and field locate utilities based on structures available at the time the topographic survey is completed. The CONSULTANT shall request additional field locates through the Iowa One Call process. The CONSULTANT shall shoot marked utilities and plot these utilities on the base drawing.  
  
The CONSULTANT shall closely coordinate with utility companies that are located within the project limits. The procedures outlined in Iowa DOT I.M. 3.640 will be closely followed. This includes notifying utility companies of the upcoming project, sending preliminary plans and final plans, organizing a utility coordination meeting with all the utility companies within the project limits if warranted, reviewing utility relocation plans, and coordination during the relocation process.

## 3. Right of Way Acquisitions:

- a. **Plats and Exhibits:** The CONSULTANT shall determine Right of Way (ROW) and Temporary Construction Easements (TCE) required for design. Plats and exhibits will be completed under the scope of services. The plats will be provided to the City of Mount Vernon to record. After construction is complete, the CONSULTANT shall set new property pins for any new acquisitions that plats were prepared for by the CONSULTANT.
- b. **Assistance with Acquisitions:** Stake the ROW and/or TCE in the field if requested by property owner to visualize acquisition.
- c. **Appraisals and Acquisitions:** Appraisals and acquisitions shall be completed by the CONSULTANT or equally qualified SUBCONSULTANT. Any fees shall be paid by the City of Mount Vernon.

## 4. Permits

- a. The CONSULTANT shall complete the following permits:
  - i. **NPDES Permit:** The CONSULTANT shall complete the NPDES permit hard copy application as well as the Notice of Intent. These shall be provided to City of Mount Vernon and Iowa DOT to submit the Notice of Intent to the newspaper and complete the online permit application. Any fees shall be paid by the City of Mount Vernon.

**5. Design**

**a. Concepts**

- i. Preliminary concepts were previously prepared and provided to City of Mount Vernon and Iowa DOT. A copy of the final IDOT Project Concept is attached to this agreement.

**b. Preliminary Plans (60%)**

- i. The CONSULTANT shall prepare preliminary plans to the 60% plan level and submit to City of Mount Vernon and Iowa DOT. It is important to complete the design further along than typical 30% Preliminary Plans in order to determine right of way needs. The plans will be in substantial compliance with the project concept. The plan sheets will be prepared in accordance with requirements to provide plans suitable for the IDOT bid letting process. Sheets will be plotted at 11"x17" and must maintain legibility and utilize typical civil drawing scales. Also included in this task will be the following:

1. (A) Cover Page
  2. (A) Storm Water Pollution Prevention Plan
  3. (B) Typical Sections
  4. (D) Plan and Profile Sheets
  5. (H) Right of way and easement acquisition sheets.
  6. (J) Preliminary traffic control and construction phasing plan. It is assumed that the intersection will be closed to traffic. The actual phasing will be determined by the contractor. A simple detour plan will be created.
  7. (K) Driveway and intersection details.
  8. (M) Storm sewer drainage analysis and plan and profile. A simple drainage analysis will be completed to ensure any storm sewer pipes and/or culverts are adequately sized. Existing structures will be inspected and existing pipes beneath the pavement will be televised to determine where improvements or replacements are required.
  9. (NP) Pavement Marking and Signage
  10. (P) Signal Plan and Details. A signal layout and wiring plan with a will be completed. The power source will be coordinated with MidAmerican Energy.
  11. (W) Detailed Cross Sections
- ii. Construction Cost Opinion: Update the construction cost opinion and evaluate compared to project budget.

**c. Check Plans (90% Plans)**

- i. The CONSULTANT shall prepare check plans, which include the comments from the City of Mount Vernon and Iowa DOT review of the 60% Preliminary Plans as well as additional detail included. The plan sheets shall generally include the following as applicable for this project:
  1. (A) Cover Page (Update)
  2. (A) Storm Water Pollution Prevention Plan (Update)
  3. (A) General Notes
  4. (B) Typical Sections (Update)
  5. (C) Quantity Estimate and References
  6. (D) Plan and Profile Sheets (Update)
  7. (G) Control Points and Alignment Information
  8. (H) Right-of-way and Easement Acquisition Sheets (Update)
  9. (J) Traffic Control and Construction Phasing (Update)
  10. (K) Intersection and Driveway Details (Update)
  11. (L) Jointing Detail Plans (Update)
  12. (M) Storm Sewer Plan and Profile (Update)
  13. (NP) Pavement Marking and Signage (Update)
  14. (P) Signal Plan and Details
  15. (R) Removals
  16. (T) Erosion Control Plan
  17. (U) Special Details
  18. (W) Detailed Cross Sections (Update)
- ii. Construction Cost Opinion: Update the construction cost opinion and evaluate compared to project budget.
- iii. Quality Review by Design Team – The CONSULTANT will perform a field review regarding the quality of the design completed. Issues such as property owner concerns, coordination with utility companies and other agencies, and the maintenance aspects of the facilities will be considered while making the review. The input from a contractor will be included when appropriate. The accuracy and completeness of documents will also be scrutinized in order to minimize the need for modifications to the design. Any necessary modifications will be included in the documents following the quality review by the designer.

**d. Final Plans (100% Plans):**

- i. The CONSULTANT shall incorporate check plan comments of City of Mount Vernon and Iowa DOT, and the design team quality review in order to prepare Final Plans. These will be completed and submitted on or before the date established in the schedule.
- ii. Construction Cost Opinion: Update the construction cost opinion and evaluate compared to project budget.

**e. Bid Letting Services**

- i. The bid letting will be a letting through Iowa DOT. The CONSULTANT shall assist City of Mount Vernon with preparing and submitting all required documents for an Iowa DOT letting.
- ii. Special Provisions: It is assumed that no special provisions will be required.
- iii. Answer Bid Related Questions and Prepare Addenda: Assist with answering bid related questions and preparing addenda. For budget purposes, it is assumed that one addendum will be prepared.

**Additional Services**

The following additional services are not included in this scope of services. If authorized under a supplemental agreement, CONSULTANT shall furnish or obtain from others the following services:

- Construction Observation/Administration Services. These services will be provided by IDOT.
- Construction Testing Services, including PCC testing
- Geotechnical Services
- Subsurface Utility Investigation, such as potholing or televising of sewer lines
- Construction Survey
- As-built Survey
- Landscape Plan
- Reestablishing any found section corners

**Client Responsibilities**

The following items shall be the responsibility of the client:

- Access to the site.
- Signatures on permit applications.
- Fees for geotechnical services, appraisal services, sewer televising services, potholing, easement recording, and permitting costs.
- NPDES Storm Water Runoff Permit fees.
- Any publication fees.

**Schedule**

Iowa DOT has established a project schedule for this project. An overview of the schedule is included below.

	<b>Completion Date</b>
Preliminary Plans	10/4/24
Check Plans	2/7/25
Public Information Meeting	3/5/25
Final Plans and Contract Documents	8/4/26
Letting	10/20/26
Construction Start	10/21/2026
Construction Completion Date	11/19/27

**ENGINEERING SERVICES AGREEMENT**

**HIGHWAY 1 PAVEMENT REPLACEMENT  
MOUNT VERNON, IOWA**

**EXHIBIT "B"**

**TIME OF COMPLETION:**

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

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

## **ENGINEERING SERVICES AGREEMENT**

### **HIGHWAY 1 PAVEMENT REPLACEMENT MOUNT VERNON, IOWA EXHIBIT "C"**

#### **COMPENSATION FOR SERVICES:**

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

1. For **DESIGN SERVICES**, the hourly not to exceed fee of Three Hundred Thousand Dollars (\$300,000);
2. Easement services, including easement preparation and negotiations, will be invoiced at standard hourly rates based on the actual time required to provide services associated with easements and right-of-way plats if required.

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

**Highway 1 Pavement Replacement  
Mount Vernon, Iowa  
Project Schedule**

Event Code	Event Description	Parent No.	Start Date	Act. Start	Finish Date	Act. Finish	Notes
D00	Pre-Design Concept	044	7/28/2023	7/28/2023	12/29/2023	12/29/2023	
W00	Preliminary Wetland Review	044	12/29/2023	12/29/2023	2/2/2024	1/22/2024	No 404 Required
TE0	Desktop Review	044	12/29/2023	2/6/2024	2/2/2024	2/6/2024	No Effect
U00	Preliminary Utility Review	044	12/29/2023	3/14/2024	2/2/2024	3/14/2024	City of Mt Vernon/Consultant to
A01	Approval of Commission (5-yr Program)	044	6/11/2024		6/11/2024		Survey by City of Mt Vernon
D01	Survey Plan	044	7/10/2023		6/28/2024		
P05	Pre-Design Agreement	044	7/19/2024		7/19/2024		
D02	Design Field Exam	044	3/1/2024		7/30/2024		
H00	Cultural Resources Assessment	044	7/30/2024		8/30/2024		
H06		044	8/30/2024		8/30/2024		
RR01	Initial RR Concurrence Review	044	7/30/2024		8/30/2024		
NE10	Signed PCE	044	5/20/2024	12/18/2023	9/20/2024		
D05	Plans to ROW	044	6/10/2024		10/4/2024		
U02	Project Notification to Utilities	044	7/30/2024		11/22/2024		
U03	1st Plan Submittal to Utilities	044	10/4/2024		2/7/2025		
P09	Public Information Meeting	044	3/5/2025		3/5/2025		
P08	Pre-Construction Agreement	044	6/19/2026		6/19/2026		
DM5	Design Methods Turn-In	044	6/30/2026		6/30/2026		
P11	Detour Agreements w/ Local Jurisdictions	044	7/17/2026		7/17/2026		
U10		044	8/4/2026		8/4/2026		
D08	Final Grade & Pave Plans	044	11/26/2025		8/4/2026		
L03	Letting - Combo Grade & Pave	044	10/20/2026		10/20/2026		
C02	Construction Period (Field Work)	044	10/21/2026		11/19/2027		

## **ENGINEERING SERVICES AGREEMENT**

### **HIGHWAY 1 PAVEMENT REPLACEMENT MOUNT VERNON, IOWA EXHIBIT "D"**

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

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

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

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

## IOWA DEPARTMENT OF TRANSPORTATION

**To Office:** District 6

**Date:** December 29, 2023

**Attention:** Jim Schnoebelen

**Ref:** NHSX-001-6(044)--3H-57  
PIN: 24-57-001-010  
Linn County  
City of Mount Vernon

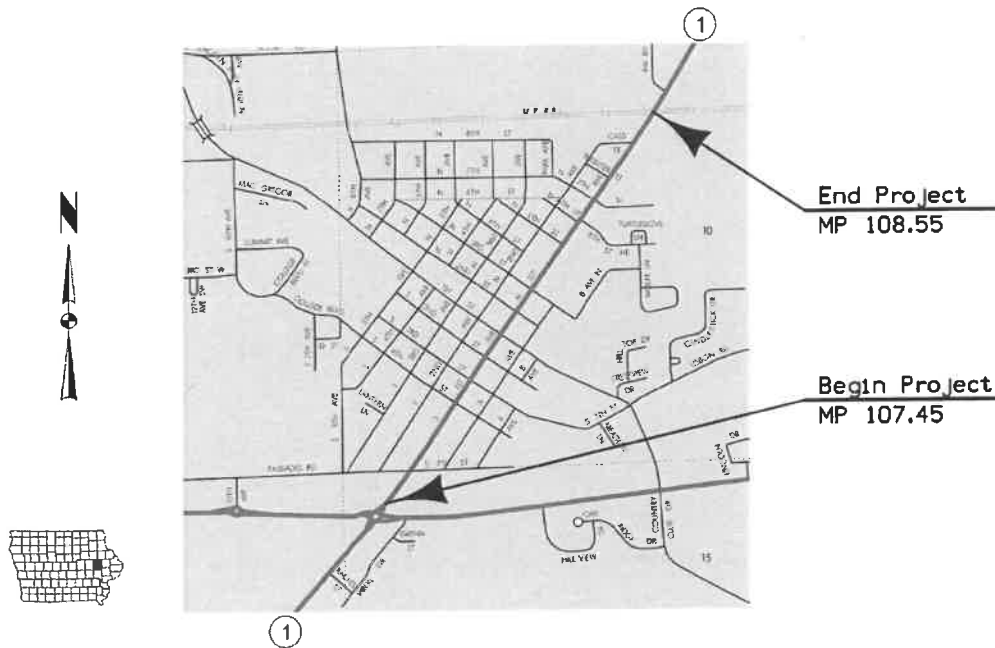
**From:** Tom Storey

**Office:** District Field Office -- Cedar Rapids

**Subject:** Project Concept - **FINAL (D00)**

**This is the final concept for Pavement Replacement on Iowa 1 in Mount Vernon.**

### **Project Location:**



**Project Data:**

Route: Iowa 1  
Location: In Mount Vernon, from north of Business US 30 to south of the Union Pacific  
Railway crossing  
Mileposts: 107.45 to 108.55  
Length: 1.1 miles  
NHS: Yes  
Planning Classification: 3  
Maintenance Service Level: B  
Traffic: 2027 AADT --- 6,000 vpd; 7% Trucks  
2047 AADT --- 6,400 vpd; 7% Trucks  
Pavement Surface: HMA, PCC, HMA  
Pavement Width: 25' to 45'  
Shoulder Surface: NA  
Shoulder Width: NA

**Recommendation:**

Remove the existing composite pavement and replace with 9.5" of PCC pavement on 6" of modified subbase. Other work will include traffic signals, storm sewer, subdrains, full-depth patching, sidewalk, and tree clearing. Refer to "Feasible Alternates" for a complete description of the proposed work.

**Estimated Cost:**

Iowa DOT	\$3,331,320
Mount Vernon	\$1,888,620
TOTAL	\$5,219,940

**Design By:**

The City of Mount Vernon will prepare the project plans.

**Funds Programmed:**

This project is not programmed. It has been identified as a candidate for the 2027 Highway Program. The proposed letting date is October 20, 2026.

**Assistance Needed from Other Offices:**

Design Impact	Assistance Requested (Y/N)	Remarks
ADA:	Yes	Review sidewalk design.
Agreements/Notification Letters:	Yes	Preconstruction agreement with City of Mount Vernon.
Bridges and Structures:	No	
Consultant:	No	City of Mount Vernon (Veenstra & Kimm)
Contracts:	No	
Design/Methods:	No	
Location and Environment:	Yes	Tree Clearing
Maintenance: Anamosa/Marion	No	
Project Management:	No	
Railroad:	No	
RCE: Cedar Rapids RCE	No	
Right of Way:	Yes	Temporary Easements
Soils:	No	
Survey/Photogrammetry:	No	Survey by City of Mount Vernon
Systems Planning:	No	
Traffic and Safety:	Yes	Review 3-lane cross section and traffic signals
Utilities:	Yes	City of Mount Vernon & District 6 Utility Coordinator
Other:		

## **CONCEPT ANALYSIS AND SUPPORTING DATA**

### **Date of Review:**

October 18, 2023

### **Participants:**

Mount Vernon: Dave Schechinger, Leland Belding

Iowa DOT: Brien Keltner, Mitch Wood, Danielle Alvarez, Shane Neuhaus, Renee Holub, Tom Storey

### **Existing Conditions:**

Iowa 1 is a two-lane roadway. It has an urban cross section.

The existing HMA/PCC composite pavement is in poor condition. The ride is rough. Frequent patching is needed. Full-depth patching has been performed at several locations, and additional patching needs continue to develop.

The existing PCC pavement from 3<sup>rd</sup> Street South to 3<sup>rd</sup> Street North is in fair condition overall, but some full-depth finish patching is recommended.

The posted speed limit varies from 20 mph to 35 mph.

### **Pavement History:**

#### **M.P. 107.45 to 107.79 (Business US 30 to 3<sup>rd</sup> Street South)**

2014 Resurfacing: 2.0" HMA, 2.0" Milling

1997 Resurfacing: 4.0" HMA, 3.2" Milling

1984 Resurfacing: 1.5" HMA

1963 Resurfacing: 2.5" HMA, 25' to 31' ft. wide B/C to B/C

???? Original PCC Pavement: 25' wide B/C to B/C

#### **M.P. 107.79 to 108.07 (3<sup>rd</sup> Street South to 3<sup>rd</sup> Street North)**

1985 Original Pavement: 9.5" PCC; 31 ft. wide B/C to B/C;

#### **M.P. 108.07 to 108.55 (3<sup>rd</sup> Street North to the Union Pacific Railway crossing)**

2014 Resurfacing: 2.0" HMA, 2.0" Milling

1997 Resurfacing: 4.0" HMA, 3.2" Milling

1984 Resurfacing: 1.5" HMA

1963 Resurfacing: 2.5" HMA, 25' wide B/C to B/C

???? Original PCC Pavement: 25' wide B/C to B/C

Linn County, City of Mount Vernon  
NHSX-001-6(044)--3H-57  
PIN: 24-57-001-010  
Page 5

**PMIS Data:**

MP to MP	Dir.	Type	Avg. Str. No.	80% Str. No.	Jt. Str. No.	PCI	IRI	K Value
107.39 to 107.79	B	COM	4	2		57	185	85
107.79 to 108.07	B	PCC	7	6		48	240	144
108.07 to 108.66	B	COM	4	2		61	141	82

### Pavement Design Recommendation:

[illegible]

### **3R Design Criteria:**

Acceptable Values for 3R Roadway Features						Project Values
DESIGN ELEMENT	FREEWAY	NON-FREEWAY				
Regulatory Speed (mph)	65/55	55	45	35	25	20 - 35
Minimum Vertical Curve (mph)	65/55	35	25	15	5	5 - 15
Maximum Horizontal Curve (degrees)	3	6	8	14	28	NA
Maximum Gradient	3%	6%	7%	10%	13%	10%
Lane Width (feet)	12	12	11	11	11	12
Parking Lane Width (feet)	--	--	8	8	8	NA
Shoulder Width (feet)	10/6	6	4	4	2	NA
Foreslopes	3:1	3:1	3:1	--	--	NA
Transverse Slopes	6:1	6:1	6:1	--	--	NA
Horizontal Clearance (feet)						
Bridge Width	Approach Lanes + Shoulder Width			Approach Lanes + Offset		NA
Vertical Clearance - Over NHS (feet)	16.5	16.5	16.5	16.5	16.5	NA
Vertical Clearance - Over Local (feet)	14.5	14.5	14.5	14.5	14.5	NA

### **Crash History:**

There were 25 crashes in the five-year study period. There were no fatal crashes. There were no major injury crashes. There was 1 minor injury crash. Most crashes were intersection related. There were two crashes that involved fixed objects, one involved a utility pole, one involved a tree.

### **Safety Considerations:**

The crest vertical curve at the intersection with 1<sup>st</sup> Street has a K value of 7. The intersection is signalized. The posted speed limit at this location is 20 mph. This vertical curve will be used as constructed.

The preferred clear zone is 10'. The acceptable clear zone is 8' in the 35 mph and 30 mph zones and 6' in the 20 mph zone.

There are many mature trees and utility poles within 10' of the back of curb. The trees will be reviewed by Mount Vernon for possible removal. The utility poles will be evaluated by Mount Vernon for possible removal, or relocation, or replacement with breakaway poles.

Milled rumble strips will not be installed due to the urban environment.

**Bridges / Culverts / Pipes:**

There are no bridges within the project limits. There are no large culverts with headwalls that are marked with Type 2 or Type 3 object markers. There are no small culverts that are marked with Type 2 or Type 3 object markers.

**Subdrains:**

There are no known existing longitudinal subdrains. Installation of new longitudinal subdrains is recommended.

**Guardrail:**

There is no existing guardrail within the project limits.

**ADA / Sidewalks / Trails:**

There are existing sidewalks on one or both sides of Iowa 1 throughout the project. Most pedestrian curb ramps have been made ADA compliant. However, there are existing pedestrian curb ramps between 3<sup>rd</sup> Street South and 3<sup>rd</sup> Street North that are not ADA compliant. Mount Vernon would like to update the curb ramps with this project.

**Railroads:**

The project will end south of the Union Pacific Railway crossing. The crossing will not be affected by this project.

**Feasible Alternates:**

**From Business US 30 to 3<sup>rd</sup> Street South:**

- Remove the existing composite pavement and replace with 9.5" of PCC pavement on 6" of modified subbase, 25' wide from back of curb to back of curb.
- Convert the existing rural cross section from the BOP to just north of 7<sup>th</sup> Street South to a 3-lane urban section.
- Install new storm sewer and repair existing.
- Install longitudinal subdrains.
- Add traffic and pedestrian signals at the intersection with 4<sup>th</sup> Street South.
- Replace sidewalk where needed.
- Replace pedestrian curb ramps.

From 3<sup>rd</sup> Street South to 3<sup>rd</sup> Street North:

- Patch the PCC pavement with full-depth PCC finish patches.
- Replace intake tops and inserts.
- Replace sidewalk where needed.
- Replace pedestrian curb ramps.

From 3<sup>rd</sup> Street North to the Union Pacific Railway crossing:

- Remove the existing composite pavement and replace with 9.5" of PCC pavement on 6" of modified subbase, 25' wide from back of curb to back of curb.
- Construct a new right turn lane from northbound Iowa 1 to 7<sup>th</sup> Street North.
- Install new storm sewer and repair existing.
- Install longitudinal subdrains.
- Replace sidewalk where needed.
- Replace pedestrian curb ramps.
- Remove trees that interfere with construction.

The Conceptual Plan can be viewed in the project directory, 5700101024.

The Cost Estimate can be viewed in the project directory, 5700101024.

**Estimated Cost:**

Iowa DOT	\$3,331,320
Mount Vernon	\$1,888,620
TOTAL	\$5,219,940

**Recommendation:**

It is recommended to proceed as described under Feasible Alternates.  
The work may also include city-funded sanitary sewer and water main repair that will be identified during the design phase.

**TSMO / Traffic Control:**

Iowa 1 will be closed to through traffic during construction. The proposed detour will be on primary routes: US 30, US 151/Iowa 13, and US 151.

Sidewalk access to homes will be maintained during construction. Vehicle access to some businesses may be maintained during construction.

Mount Vernon would prefer to construct the project in two seasons, south of 1<sup>st</sup> Street in one season, and north of 1<sup>st</sup> Street in another.

**Utilities:**

The project will include repair or improvement of city-owned utilities. The utility coordination activities for the project will be handled by Mount Vernon or their consultant, with the exception of any utility agreements, reimbursements, and acquisition of utility easement rights which would be handled by DOT. Mount Vernon will provide all of the notifications and plan submittals and work through the conflict resolution/relocation plans with the utility companies. This will be a non-Point 25 project.

**Right-of-Way:**

Temporary easements will be needed.

**Environmental Considerations:**

Tree removal will be included in the project.

**Design/Administration:**

The project plans will be prepared by the City of Mount Vernon. The work will be administered by Iowa DOT. The City of Mount Vernon will assist with inspection of city-funded items.

**Agreements:**

A preconstruction agreement with the City of Mount Vernon will be needed.

**Project Coordination:**

Coordination may be needed with a possible streetscaping project on 1<sup>st</sup> Street.

cc:

M. J. Purcell	M. J. Kennerly	K. D. Nicholson
D. L. Maifield	C. B. Brakke	S. S. Nielsen
A. A. Welch	C. C. Poole	J. S. Nelson
M. Nop	M. A. Swenson	R. A. Younie
S. P. Anderson	B. D. Hofer	K. Brink
D. L. Newell	B. E. Azeltine	W. W. Musgrove
S. J. Gent	J. W. Laaser-Webb	W. A. Sorenson
D. E. Sprengeler	J. S. Bacon	T. M. Miller
M. E. Ross	M. L. Sloppy	K. K. Patel
T. S. Quam	M. Ortiz-Pagan	K. M. Olson
D. D. Heeren	J. Bartholomew	N. L. Cuva

E. C. Wright  
G. Karssen  
J. L. Tibodeau  
S. M. Neuhaus  
N. M. Abuissa  
M. K. Harle  
J. Lamping  
H. R. Gugler  
D. Coon

M. Buttz  
B. P. Struecker  
M. Wood  
C. L. Cutler  
A. A. Afifeh  
T. M. Storey  
A. J. Simonson  
R. H. Holub  
S. R. Martin

S. Cook  
R. A. Harris  
D. L. Alvarez  
S. J. Shea  
A. T. Bardgett  
H. W. Holak  
S. W. Flockhart  
A. J. Stanley  
B. Keltner

**AGENDA ITEM # J – 3**

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

**DATE:** June 3, 2024

**AGENDA ITEM:** CDG Executive Director

**ACTION:** Motion

**SYNOPSIS:** I am leaving this on the agenda as a placeholder for Monday's meeting. CDG is hoping to have a hiring recommendation for the Executive Director position to the Council by the June 3, 2024, meeting, if not, it would move to the June 17, 2024 meeting.

**BUDGET ITEM:** Hotel/Motel Tax

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 5/31/2024

**AGENDA ITEM # J – 4**

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

**DATE:** June 3, 2024

**AGENDA ITEM:** Set Public Hearing Date – Chapter 28

**ACTION:** Motion

**SYNOPSIS:** Staff have been working with representatives from Historic Preservation to create a commission that would advise and recommend improvements to the Mount Vernon Cemetery. After reviewing possible alternatives, this pathway seems to be the most logical and simplistic means forward. This would be a newly formed commission of the city. The public hearing date would be set for Monday, June 17, 2024, at 6:30 p.m.

**BUDGET ITEM:** Bond

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 5/31/2024

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

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**CITY OF MT. VERNON  
CITY ADMINISTRATOR  
REPORT TO THE CITY COUNCIL  
June 3, 2024**

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- The next meeting with representatives from the MVCSD and Cornell College will take place on Wednesday, June 5, 2024, here at City Hall (noon).
- Staff is reviewing design elements for the pool with representatives from Water's Edge. Final recommendations for pool apparatus will need to be made by July to sustain the current schedule.
- The Planning and Zoning commission will hold a public input session regarding accessory dwelling units on Wednesday, June 12, 2024, at 5:30 p.m.
- Staff will be participating in Human Trafficking training on Friday, June 21, 2024, at 11 a.m.