

City of Mt. Vernon, Iowa

Meeting:	Mt. Vernon City Council Meeting
Place:	Mt. Vernon City Hall, 213 1st Street NW, Mt. Vernon, Iowa 52314
Date/Time:	July 1, 2024 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	June 28, 2024

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

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

You will be prompted for the following information:

1. Telephone #: 1-312-626-6799
2. Meeting ID: 868 6383 5759
3. Password: 382046

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 – June 17, 2024 Regular Council Meeting
2. Approval of Liquor License – Heritage Days Festival (CDG)

- E. **Public Hearing**

1. **None**

- F. **Ordinance Approval/Amendment**

1. Ordinance #5-20-2024A: Amending Chapter 99.02 Rate of the Mount Vernon Municipal Code
 - i. Motion to approve second reading and proceed to the third and final reading

2. Ordinance #5-20-2024B: Amending Chapter 92.02 Usage Rate of the Mount Vernon Municipal Code
 - i. Motion to approve second reading and proceed to the third and final reading
3. Ordinance #6-17-2024A: Adopting Chapter 28 Cemetery Commission to the Mount Vernon Municipal Code
 - i. Motion to approve first reading and proceed to the third reading (Council may suspend rules and proceed to the final reading after a vote of the second reading)

G. Resolutions for Approval

1. Resolution #7-1-2024A: Fixing Date for a Public Hearing on the Proposal to Enter into a Development Agreement with Community Housing Initiatives, Inc
2. Resolution #7-1-2024B: Making Award of the Construction Bid for Street Improvements for the Glenn Street Extension Project

H. Mayoral Proclamation

1. None

I. Old Business

1. None

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Administrative Services Agreement with MissionSquare – Council Action as Needed
3. Discussion and Consideration of Invoice #151582 with JEO Consulting – Downtown Streetscape Project

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. 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 June 17, 2024, at City Hall, 213 1st Street NW, Mount Vernon, IA. A Zoom option was available. The following Council members were present: Andresen, Engel, Rose, West and Tuerler

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

Agenda Additions/Agenda Approval. There will be one addition added under Discussion Items regarding a grant application for the Interurban Trail. Motion made by Rose, seconded by West to approve the Agenda as amended. Motion carries.

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

Approval of City Council Minutes – June 3, 2024 Regular Council Meeting

Public Hearing

Public Hearing for an Ordinance Adopting Chapter 28 Cemetery Commission of the Mount Vernon Municipal Code. Mayor Wieseler opened the public hearing at 6:32 p.m. Staff has been discussing the possibility of a cemetery board and/or commission that could be charged with overseeing and recommending changes to the Mount Vernon cemetery. This would include leading efforts to complete restoration work to headstones if no family members are alive and able to complete the necessary work. Mary Evans and Guy Booth submitted additional supporting information for Council consideration in the Council packet and addressed Council with this information. With the creation of this commission, it would allow volunteers to be covered under the City insurance umbrella and would allow them to make recommendations on any improvements or repairs that are needed. Mayor Wieseler closed the public hearing at 6:45 p.m. Council then acted on the first reading of Ordinance #6-17-2024A.

Ordinance Approval/Amendment

Ordinance #5-20-2024A: Amending Chapter 99.02 Rate of the Mount Vernon Municipal Code. Staff has not received any written or verbal comments regarding the proposed ordinance since the first reading. Motion made by Tuerler, seconded by West to approve the second reading of Ordinance #5-20-2024A. Roll call all yes. Ordinance passes its second reading.

Ordinance #5-20-2024B: Amending Chapter 92.02 Usage Rate of the Mount Vernon Municipal Code. Staff has not received any written or verbal comments regarding the proposed ordinance since the first reading. Motion made by Rose, seconded by Tuerler to approve the second reading of Ordinance #5-20-2024B. Roll call all yes. Ordinance passes its second reading.

Ordinance #6-17-2024A: Adopting Chapter 28 Cemetery Commission to the Mount Vernon Municipal Code. Motion made by Rose, seconded by Engel to approve the first reading of Ordinance #6-17-2024A. Roll call all yes. Ordinance passes its first reading.

Resolutions for Approval

Resolution #6-17-2024A: Approving Fiscal Year 2023-2024 Transfers. This is the last transfer resolution for FY 2023-2024. Staff is moving some of the depreciation monies back to their respective funds, paying TIF

transfers already approved, and zeroing out funds to end the fiscal year. Motion made by Engel, seconded by West to approve Resolution #6-17-2024A. Roll call all yes. Resolution passes.

Resolution #6-17-2024B: Approving the Final Plat of Henik's Third Addition to Linn County, Iowa. Council was provided a revised resolution which allows the City to waive it's right to review this plat as opposed to reviewing because Planning and Zoning was not able to meet. This plat lies within the two-mile extraterritorial subdivision review boundary of the City of Mount Vernon and waiving review is typical for these plats. Motion made by Tuerler, seconded by Andresen to approve Resolution #6-17-2024B. Roll call all yes. Resolution passes.

Resolution #6-17-2024C: 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 Business 30 Overlay Project. The City of Lisbon has bid the Business 30 overlay project within their city limits and staff would like to bid the section of Business 30 from the roundabout east to our city limit to tie into that bid and potentially reduce costs. The public hearing would be July 15, 2024. Motion made by Rose, seconded by Engel to approve Resolution #6-17-2024C. Roll call all yes. Resolution passes.

Resolution #6-17-2024D: Approving a Perpetual Storm Sewer and Overland Flowage Easement and Temporary Construction Easement for the City of Mount Vernon, Iowa. In regards to Resolutions D & E, Dan and Ray Stoner have agreed to grant both a permanent flowage easement and temporary construction easements to the City of Mount Vernon for the Glenn Street construction project. Motion made by Engel, seconded by Tuerler to approve Resolution #6-17-2024D. Roll call all yes. Resolution passes.

Resolution #6-17-2024E: Approving a Temporary Construction Easement for the City of Mount Vernon, Iowa. Motion made by West, seconded by Engel to approve Resolution #6-17-2024E. Roll call all yes. Resolution passes.

Resolution #6-17-2024F: 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 2024 Sanitary Sewer Rehabilitation Project. The city has completed the televising and cleaning portion of the 2024 Sanitary Sewer improvements. The city will use the remaining grant funding from the Linn County ARPA grant to complete necessary lining and rehabilitation work. Motion made by Tuerler, seconded by West to approve Resolution #6-17-2024F. Roll call all yes. Resolution passes.

Old Business

Discussion and Consideration of Sculpture Trail Funding Request – Council Action as Needed (tabled on May 6, 2024). Motion made by Rose, seconded by West to remove this item from the table. Motion carries. Parks and Recreation Director Matt Siders said the Parks and Recreation Board is recommending \$10,000.00 be approved for the next phase of the sculpture trail to be paid from LOST funds in FY2025. Motion made by Engel, seconded by Rose to approve the release of \$10,000.00 for art on the sculpture trail. Tuerler said he was not against art but was against the use of LOST money for this project, as he felt that was not the intent for the funds. Andresen agreed with Tuerler. Voting yes on the motion to approve: West, Rose, Engel. Voting no: Tuerler, Andresen. Motion passes.

Motions for Approval

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

PAYROLL

EMPLOYEE BENEFIT SYSTEMS

CLAIMS

GROUP INSURANCE-ALL DEPTS

143,559.88

39,308.55

REPUBLIC SERVICES #897	GB, RECYL-SW RESIDENTIAL	23,461.68
SPEER FINANCIAL INC	2024 BOND SERVICES	19,485.00
REPUBLIC SERVICES #897	GB,RECYL-SW COMMERCIAL	14,728.11
US BANK	CREDIT CARD PURCHASES-ALL DEPTS	6,936.03
FELD FIRE	BUNKER GEAR-FD	5,698.00
RED LION RENEWABLES	SOLAR ELECTRIC PROD-P&A,PD,LBC	5,613.95
TREASURER STATE OF IOWA	SALES TAX	5,004.70
KROUL FARMS	BASKETS/PLANTS-P&REC,BEAUTIFICATION	4,103.90
FELD FIRE	HELMETS/GEAR-FD	3,645.00
IOWA SOLUTIONS INC	COMPUTER MAINT-ALL DEPTS	3,285.00
TREASURER STATE OF IOWA	WET TAX	3,153.86
BIG RIGGER BUILDERS, INC	ENGINE 216 REPAIRS-FD	2,789.10
CITY OF ELY	NIXLE NOTIFICATION-ALL DEPTS	2,498.75
STATE HYGIENIC LAB	TESTING-SEW	2,033.50
BANKCARD 8076	CREDIT CARD FEES-LBC,POOL,P&REC	1,922.13
HENDERSON PRODUCTS INC	TAILGATE CYLINDERS-RUT	1,824.76
GARY'S FOODS	SUPPLIES-POOL	1,781.68
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	1,545.47
WENDLING QUARRIES	ROADSTONE-RUT	1,381.27
IOWA SOLUTIONS INC	MONTHLY MAINT-ALL DEPTS	1,240.00
RICHARD BURROUGHS	CEMETERY MAINT	1,135.00
IOWA SOLUTIONS INC	MONTHLY MAINT-PD	1,035.00
IOWA SOLUTIONS INC	COMPUTER MAINT-LBC	835.00
DE NOVO MARKETING	WEBSITE/HUBSPOT SUPPORT-ALL DEPTS	825.00
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-ALL DEPTS	775.00
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-ALL DEPTS	698.18
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	597.83
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	578.94
US CELLULAR	CELL PHONE-PD	499.93
TRI-CITY ELECTRIC CO OF IOWA	CAMERA MAINT-LBC	484.00
CORNELL COLLEGE	SOCCER OFFICIALS-P&REC	480.00
ALLIANT ENERGY	ENERGY USAGE-RUT	400.22
LEAD CUSTOM ENGRAVING	TUMBLERS-PD K9	372.00
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	334.95
DE NOVO MARKETING	WEBSITE SUPPORT-LBC	325.00
MEDIACOM	PHONE/INTERNET-PW	322.17
MEDIACOM	PHONE/INTERNET-FD	303.13
UMB BANK	2024 GO FEES	300.00
MEDIACOM	PHONE/INTERNET-FD	293.13
CITY LAUNDERING CO	SERVICES-LBC	253.92
LYNCH DALLAS PC	LEGAL FEES-P&A	251.00
GARY'S FOODS	SUPPLIES-ALL DEPTS	246.48
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-PD	207.31
ALLIANT ENERGY	ENERGY USAGE-P&REC	199.14
NANTEET GUTSCHMIDT	REFUND-LBC	197.68
JOHN FOREMAN	REFEREE-P&REC	180.00
IOWA SOLUTIONS INC	COMPUTER MAINT-PD	170.00
CARQUEST OF LISBON	VEHICLE/EQUIP MAINT-RUT	165.68
TRAFFIC & TRANSPORTATION PRODUCTS	TRAFFIC LIGHT MAINT-RUT	160.00
ENVIRONMENTAL RESOURCE ASSOC	TESTING-SEW	129.70
RICKARD SIGN AND DESIGN CORP	CTW SIGN-P&REC	117.70
LYNCH FORD	VEHICLE MAINT-PW	107.75
AIRGAS INC	CYLINDER RENTAL FEE-PW	101.78
ALLIANT ENERGY	ENERGY USAGE-LBC	101.31

ROSE HEDGES	REFUND-P&REC	100.00
LYNCH FORD	VEHICLE MAINT-PD	96.12
SAWYER FELDMAN	REFUND-LBC	96.00
STAPLES INC	SUPPLIES-ALL DEPTS	88.45
ALLIANT ENERGY	ENERGY USAGE-RUT,P&A,WAT,SEW	86.80
MOUNT VERNON BANK & TRUST	NSF CHECK-WAT,SEW,GB	85.09
VESTIS	RUGS,SERVICES-FD	84.81
CITY LAUNDERING CO	SERVICES-CITY HALL	79.69
CITY LAUNDERING CO	SERVICES-CITY HALL	79.69
LUKE RUSHFORD	REFEREE-P&REC	75.00
CEDAR VALLEY HUMANE SOCIETY	ANIMAL CONTROL	75.00
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-PD	74.88
CENTURY LINK	PHONE CHARGES-PD	72.00
CHRISTINE ATKINS	DEPOSIT REFUND-WAT	70.77
MATT PLOTZ	CDL ENDORSEMENT-PW	64.00
DES MOINES STAMP	CITY SEAL-P&A	62.00
JACKIE VASQUEZ	DEPOSIT TO FINAL-WAT	60.91
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-LBC	57.50
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	57.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-LBC	56.50
DIESEL TURBO SERVICES INC	EQUIP MAINT-RUT	55.29
TIERNEY ROWE	REFUND-P&REC	55.00
CHELSEY BLUM	REFUND-P&REC	55.00
KURT FORD	REFUND-P&REC	55.00
NICHOLE MARTIN	REFUND-P&REC	50.00
TED SEITER	UNIFORMS-PW	46.95
UNITYPOINT CLINIC-OCCUPATIONAL	PRE-EMPLOYMENT TESTING-PW	42.00
NEAL'S WATER CONDITIONING	WATER/SALT-RUT	40.00
BETH HLAS	INSTRUCTOR-LBC	40.00
MELINDA SNYDER	INSTRUCTOR-LBC	40.00
MILES DUWA	REFUND-POOL	37.00
NEAL'S WATER CONDITIONING	WATER/SALT-FD	33.00
DANIEL DAUBS	MEALS-PD	32.08
LOGAN CHRISTOFFER	DEPOSIT TO FINAL-WAT	31.90
NEAL'S WATER CONDITIONING	WATER/SALT-CITY HALL	31.25
CALEB DAUSENER	REFEREE-P&REC	30.00
LAURA ST JOHN	REFUND-POOL	28.00
ESTEBAN GUTIERREZ	MEALS-PD	17.80
NEAL'S WATER CONDITIONING	WATER/SALT-LBC	12.75
MOUNT VERNON BANK & TRUST	NSF CHECK-POOL	12.00
MOUNT VERNON BANK & TRUST	WIRE TRANSFER FEE-2024 GO LOAN	5.35
AUTHNET GATEWAY BILLING	CREDIT CARD SERVICES-LBC	5.00
TOTAL		310,461.83

FUND EXPENSE TOTALS

PAYROLL	143,559.88
GENERAL FUND	42,937.71
SOLID WASTE	42,070.02
LOST I-FD/EQUIPMENT	14,794.63
LBC	13,897.74
WATER FUND	11,879.68
SEWER FUND	10,974.99
ROAD USE TAX FUND	9,090.28

POOL RENOVATIONS	8,205.54
GLENN ST/CHI/COTTONWOOD	4,103.45
REMOTE READ METER PROJECT	4,103.45
2024 INFRASTRUCTURE	3,077.91
STORM WATER FUND	1,466.55
DEBT SERVICE	300.00
TOTAL	310,461.83

FY24 MAY REVENUE	
GENERAL GOVERNMENT	533,706.81
PUBLIC WORKS	249,016.05
PUBLIC SAFETY	100,218.38
CULTURE-RECREATION	98,509.07
COMMUNITY & ECONOMIC DEV	12,585.13
TOTAL	994,035.44

Discussion and Consideration of Appointment of the Executive Director for the Mount Vernon-Lisbon Community Development Group – Council Action as Needed. Lisa White, on behalf of the Mount Vernon Lisbon Community Development Group, brought forward a recommendation for the Executive Director position, Jesse Thurn. She currently holds the role of Assistant Manager at Bauman's and brings many great qualities to the position. The hiring committee agreed that Jesse would be an excellent candidate and approved a salary of \$65,000.00. Jesse would also receive an initial bank of 80 PTO hours and a monthly accrual of 16 hours. Motion made by Tuerler, seconded by West to approve the appointment of Jesse Thurn as the Executive Director of the Mount Vernon Lisbon Community Development Group. Motion carries.

Reports to be Received/Filed. Full reports can be found on the City website under the June 17, 2024 Council packet.

Mt. Vernon/Lisbon Police Report. Chief Shannon noted a correction that Sergeant Daubs and Officer Ford attended the WETAP event. The K9 golf fundraiser was last week and had a great turnout.

Mt. Vernon Public Works Report
Mt. Vernon Parks and Rec Report
Cole Library Monthly Report

Discussion Items (No Action)

Proposed Ordinance Regulating Vape, Tobacco, CBD, Hemp, etc. Staff provided Council with a shell ordinance and asked if they wanted to proceed with moving forward with further discussion and have the City Attorney review. The majority of Council agreed that they wanted to move forward with this proposed ordinance.

Grant Application for the Interurban Trail. City staff is going to write a letter of support that will be signed by the Mayor for a grant application for the Interurban Trail. This has been a priority for Council for several years.

Reports of Mayor/Council/Administrator

Mayor's Report. There will be an event for Joe Jennison on June 25, 2024. Wieseler was asked to speak on June 29, 2024 in the Newbo area on the Pride Fest events going on there.

City Administrator's Report. Full report can be found on the City website under the June 17, 2024 Council packet. City staff will be attending human trafficking training on Friday the 21st of June so City Hall will be closed down for a few hours that day. City Hall will be open as a cooling station at least until Monday the 24th of June.

As there was no further business to attend to, the meeting adjourned, the time being 7:40 p.m., June 17, 2024.

Respectfully submitted,
Marsha Dewell
City Clerk

F. Ordinance Approval/Amendment

AGENDA ITEM # F – 1

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

DATE: July 1, 2024

AGENDA ITEM: Ordinance #5-20-2024A

ACTION: Motion

SYNOPSIS: Staff has not received any written or verbal comments regarding the proposed ordinance since the second reading.

BUDGET ITEM: Sewer

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #5-20-2024A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/2024

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

AGENDA ITEM # F – 2

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

DATE:	July 1, 2024
AGENDA ITEM:	Ordinance #5-20-2024B
ACTION:	Motion

SYNOPSIS: Staff has not received any written or verbal comments regarding the proposed ordinance since the second reading.

BUDGET ITEM: Water

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #5-20-2024B

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/2024

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 1st 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

AGENDA ITEM # F – 3

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

DATE: July 1, 2024

AGENDA ITEM: Ordinance #6-17-2024A

ACTION: Motion

SYNOPSIS: Staff has not received any written or verbal comments regarding the proposed ordinance since the first reading.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #6-17-2024A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/2024

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

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

ORDINANCE #06-17-2024A

AN ORDINANCE ADOPTING CHAPTER 28, CEMETERY COMMISSION OF THE CITY OF MT. VERNON MUNICIPAL CODE

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

SECTION 1. ADOPTION. The Mt. Vernon Municipal Code is hereby amended to include the language set forth in Exhibit "A," attached hereto and made a part thereof.

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 #06-17-2024A on the _____ day of _____, 2024.

Marsha Dewell, City Clerk

Exhibit "A"

CHAPTER 28

CEMETERY COMMISSION

28.01 Appointment

28.03 Vacancies

28.05 Membership

28.02 Term of Office

28.04 Compensation

28.06 Powers and Duties

28.01 CEMETERY COMMISSION. There shall be appointed by the City Council a Cemetery Commission, hereinafter referred to as the Commission, consisting of five (5) members, who shall be qualified by knowledge or experience to make recommendations to the City Council in matters pertaining to the City of Mount Vernon Cemetery, cemetery needs, codes/ordinances, and/or other development needs.

28.02 TERM OF OFFICE. The term of office of the members of the Commission shall be three (3) years. The terms shall be structured in a manner that no more than one-third of the members will expire in any one year.

28.03 VACANCIES. If any vacancy exists on the Commission caused by the resignation, or otherwise, a successor for the residue of the term shall be appointed in the same manner as the original appointee.

28.04 COMPENSATION. All members of the Commission shall serve without compensation, except their actual expenses, which shall be subject to the approval of the Council.

28.05 MEMBERSHIP. It is recognized that a true representation on the membership body may require members residing outside the current city limits. At no time shall the number of non-residents on the commission account for more than two (2) appointees.

28.06 POWERS AND DUTIES. The Commission shall have and exercise the following powers and duties:

1. **Selection of Officers.** The Commission shall choose annually at its first regular meeting one of its members to act as Chairperson and another as Vice Chairperson, who shall perform all of the duties of the Chairperson during the Chairperson's absence or disability.
2. **Adopt Rules and Regulations.** The Commission shall adopt such rules and regulations governing its organization and procedure as it may deem necessary.

3. Recommendations for Capital Projects. The Commission shall serve as an advisory board and make necessary recommendations to the Mayor, City Council and City Staff concerning the cemetery ordinance, cemetery budget and cemetery operations along with long-range planning issues, amendments to the cemetery ordinance and design standards/mapping.
4. Encourage the preservation and protection of historical cemetery grounds as well as document and archive factual cemetery history.
5. Oversee headstone and other permanent grave marking restoration efforts as allowed by City, State and Federal Code.
6. Fiscal Responsibilities. The Commission shall have full, complete and exclusive authority to expend for and on behalf of the City all sums of money appropriated to it, and to use and expend all gifts, donations or payments whatsoever which are received by the City for City planning and zoning purposes. *(Code of Iowa, Sec. 392.1)*
7. Limitation on Entering Contracts. The Commission shall have no power to contract debts beyond the amount of its original or amended appropriation as approved by the Council for the present year. *(Code of Iowa, Sec. 392.1)*
8. Annual Report. The Commission shall make a report to the Mayor and Council of its proceedings, with a full statement of receipts, disbursements and the progress of its work during the preceding fiscal year.

G. Resolutions for Approval

AGENDA ITEM # G – 1

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

DATE: July 1, 2024

AGENDA ITEM: Resolution #7-1-2024A

ACTION: Motion

SYNOPSIS: The City Council approved a resolution of intent with Community Housing Initiatives to offer economic development incentives for their proposed 30-unit development. The enclosed resolution will set a public hearing date for the council to consider the final development agreement.

BUDGET ITEM: Bond

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #7-1-2024A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/2024

July 1, 2024

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH COMMUNITY HOUSING INITIATIVES, INC., AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH COMMUNITY HOUSING INITIATIVES,
INC., AND PROVIDING FOR PUBLICATION OF NOTICE
THEREOF

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 has been amended nine times, and which Plan, as amended, is on file in the office of the Recorder of Linn County; and

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

WHEREAS, the City has received a proposal from Community Housing Initiatives, Inc. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction and operation of an apartment building containing at least thirty (30) Housing Units, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Developer has applied for Low-Income Housing Tax Credits ("LIHTC") from the State of Iowa for the Minimum Improvements and, conditioned on Developer being awarded the LIHTC and entering into an agreement with the State related thereto ("State Agreement"), the City is willing to provide a local match incentive for the completion and operation of the Minimum Improvements consistent with the terms and conditions set forth in this Agreement and the State Agreement; and

WHEREAS, the local match incentive is comprised of a lump sum LMI Housing Grant equal to the lesser of 50% of the actual Minimum Improvement Costs incurred by Developer to construct the Minimum Improvements or \$395,000, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, Chapters 15A and 403, Code of Iowa, (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate

economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6, Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at 6:30 P.M. on July 15, 2024, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Community Housing Initiatives, Inc.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

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

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF MOUNT VERNON IN THE STATE OF IOWA,
ON THE MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH COMMUNITY
HOUSING INITIATIVES, INC., AND THE HEARING
THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Mount Vernon in the State of Iowa, will hold a public hearing on July 15, 2024, at 6:30 P.M. in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Community Housing Initiatives, Inc. (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Mount Vernon Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), consisting of the construction of an apartment building containing at least thirty (30) Housing Units (as defined in the Agreement), under the terms and following satisfaction of the conditions set forth in the Agreement.

The Developer has applied for Low-Income Housing Tax Credits ("LIHTC") from the State of Iowa for the Minimum Improvements and, conditioned on Developer being awarded the LIHTC and entering into an agreement with the State related thereto ("State Agreement"), the City is willing to provide a local match incentive for the completion and operation of the Minimum Improvements consistent with the terms and conditions set forth in this Agreement and the State Agreement. The local match incentive is comprised of a lump sum LMI Housing Grant equal to the lesser of 50% of the actual Minimum Improvement Costs incurred by Developer to construct the Minimum Improvements or \$395,000, under the terms and following satisfaction of the conditions set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Mount Vernon, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Mount Vernon in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this _____ day of _____, 2024.

City Clerk, City of Mount Vernon in the State of
Iowa

(End of Notice)

PASSED AND APPROVED this 1st day of July, 2024.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)
) SS

COUNTY OF LINN

)

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

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

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF MOUNT VERNON IN THE STATE OF IOWA,
ON THE MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH COMMUNITY
HOUSING INITIATIVES, INC., AND THE HEARING
THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Mount Vernon in the State of Iowa, will hold a public hearing on July 15, 2024, at 6:30 P.M. in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Community Housing Initiatives, Inc. (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Mount Vernon Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), consisting of the construction of an apartment building containing at least thirty (30) Housing Units (as defined in the Agreement), under the terms and following satisfaction of the conditions set forth in the Agreement.

The Developer has applied for Low-Income Housing Tax Credits ("LIHTC") from the State of Iowa for the Minimum Improvements and, conditioned on Developer being awarded the LIHTC and entering into an agreement with the State related thereto ("State Agreement"), the City is willing to provide a local match incentive for the completion and operation of the Minimum Improvements consistent with the terms and conditions set forth in this Agreement and the State Agreement. The local match incentive is comprised of a lump sum LMI Housing Grant equal to the lesser of 50% of the actual Minimum Improvement Costs incurred by Developer to construct the Minimum Improvements or \$395,000, under the terms and following satisfaction of the conditions set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Mount Vernon, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Mount Vernon in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this _____ day of _____, 2024.

City Clerk, City of Mount Vernon in the State of
Iowa

(End of Notice)

02368546\13932-044

AGENDA ITEM # G – 2

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

DATE: July 1, 2024

AGENDA ITEM: Resolution #7-1-2024B

ACTION: Motion

SYNOPSIS: Staff is set to receive bids for the Glenn Street extension project on Thursday, June 27, 2024. The resolution awarding the project will be updated for your meeting Monday to include the winning bidder and award amount.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #7-1-2024B

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/2024

RESOLUTION NO. #7-1-2024B

**RESOLUTION MAKING AWARD OF THE
CONSTRUCTION BID FOR
STREET REPAIRS
FOR THE
GLENN STREET EXTENSION PROJECT**

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Glenn Street Extension project, described in the plans and specifications, be and are hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Glenn Street Extension Project

Contractor: _____

Amount of Bid: \$ _____

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements known as the GLENN STREET EXTENSION PROJECT, said contract not to be binding on the City until approved by this Council.

Section 3. Bid alternates (if any) identified within this package may be accepted within this award or may be considered at a future date as a change order with prior approval by the Council.

PASSED and ADOPTED this 1st day of July, 2024.

Thomas M. Wieseler, Mayor

ATTEST:

Marsha Dewell, City Clerk

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, JULY 1, 2024

PAYROLL	CLAIMS	149,379.01
IMWCA	WORK COMP INSURANCE	124,030.00
VEENSTRA & KIMM INC	COTTONWOOD LMI PROJECT	29,748.55
AHLERS & COONEY P.C.	2024 BOND SERVICES	22,450.00
RACOM CORPORATION	DURANGO OUTFITTING-PD	20,716.53
CARRICO AQUATIC RESOURCES INC	ROBOTIC CLEANER-POOL RENO	11,843.03
VEENSTRA & KIMM INC	PUBLIC WORKS MEZZANINE	8,040.50
VEENSTRA & KIMM INC	2024 BUSINESS 30 IMPROVEMENTS	5,835.50
ALLIANT ENERGY	ENERGY USAGE-SEW	5,664.24
VEENSTRA & KIMM INC	HWY 1 RECONSTRUCTION	5,198.00
LEXIPOL	POLICY MANUALS-PD	5,145.12
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	4,760.63
CARRICO AQUATIC RESOURCES INC	SUMMER SERVICE AGREEMENT-POOL	3,825.00
SAM, LLC	ANNUAL GIS HOSTING/MAINT-PW	3,600.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	2,964.23
IOWA LEAGUE OF CITIES	ANNUAL DUES-P&A	2,862.00
ALLIANT ENERGY	ENERGY USAGE-WAT	2,446.84
PITNEY BOWES	METER POSTAGE-ALL DEPTS	2,000.00
VEENSTRA & KIMM INC	WATER PLANT PARCEL SURVEY	1,952.00
ALLIANT ENERGY	ENERGY USAGE-POOL	1,875.51
ALLIANT ENERGY	ENERGY USAGE-WAT	1,728.41
AMAZON CAPITAL SERVICES	COMPUTER EQUIP-FD	1,708.20
PNP	FUEL-PD	1,602.24
CEDAR RAPIDS KERNELS	KERNELS TICKETS-P&REC	1,500.00
JOHNSON FITNESS & WELLNESS	EQUIP MAINT-LBC	1,361.75
CAUSE TEAM	FLAGS-K9 GOLF	1,291.00
POLICE LEGAL SCIENCES INC	TRAINING-PD	1,280.00
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	1,214.48
ECICOG	ZONING ORD REVIEW-P&A	1,200.00
LINN COUNTY TREASURER	BRIDGE INSPECTION-RUT	1,200.00
VEENSTRA & KIMM INC	4TH STREET NW RECONSTRUCTION	1,194.00
RICHARD BURROUGHS	CEMETERY MAINT	1,174.00
SPRINGVILLE READY MIX	STREET PATCHING-RUT	1,018.81
LINCOLNWAY GOLF CARS	CART RENTAL-K9 GOLF	990.00
VEENSTRA & KIMM INC	PUBLIC WORKS SALT SHED	990.00
IOWA DEPT OF TRANSPORTATION	PAINT-RUT	983.30
EVER-GREEN LANDSCAPE NURSERY	MULCH-P&REC	770.00
VEENSTRA & KIMM INC	NPDES COMPLIANCE	748.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	738.10
SPRINGVILLE READY MIX	STREET PATCHING-RUT	652.38
CURTIS ENGLISH	PORTABLE RR RENTAL-P&REC	650.00
ALLIANT ENERGY	ENERGY USAGE-SEW	620.80
ALLIANT ENERGY	ENERGY USAGE-CITY HALL	586.29
ALLIANT ENERGY	ENERGY USAGE-FD	558.84
PORTZEN CONSTRUCTION INC	HEATER REPAIRS-POOL	550.00
BAUMAN AND COMPANY	UNIFORMS-ALL DEPTS	495.00
VEENSTRA & KIMM INC	REMOTE READ METER PROJECT	474.00
ALLIANT ENERGY	ENERGY USAGE-WAT	437.83
MEDIACOM	PHONE/INTERNET-CITY HALL	423.73
AFFORDABLE HEATING & COOLING	HVAC MAINT-CITY HALL	405.00
ALLIANT ENERGY	ENERGY USAGE-P&REC	382.20
RICKARD SIGN AND DESIGN CORP	SIGN-K9	350.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	333.00
GALLS LLC	UNIFORMS-PD	322.22
UMB BANK	2018 GO FEES	300.00
BRADY LANHAM	OUTLET-PD	285.00
AMAZON CAPITAL SERVICES	SUPPLIES-POOL	275.03

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, JULY 1, 2024

VEENSTRA & KIMM INC	LBC GENERATOR	267.00
VEENSTRA & KIMM INC	LBC GENERATOR	265.14
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	257.89
CITY LAUNDERING CO	SERVICES-LBC	253.92
P&K MIDWEST INC	HOSE/FITTINGS-PW	250.04
UMB BANK	2014 GO FEES	250.00
UMB BANK	2013 GO FEES	250.00
VEENSTRA & KIMM INC	STONEBROOK 9&10 PREL PLAT	237.00
AMAZON CAPITAL SERVICES	SUPPLIES-POOL	223.86
KONE INC	ELEVATOR MAINT CONTRACT-CITY HALL	212.67
CUSTOM HOSE & SUPPLIES INC	HOSE-RUT	176.18
BANKCARD 8076	REFUNDS-LBC	175.00
STAPLES INC	SUPPLIES-ALL DEPTS	159.58
MARSHA DEWELL	MILEAGE-ALL DEPTS	157.45
LORI BOREN	MILEAGE-ALL DEPTS	157.45
JOHN FOREMAN	REFEREE-P&REC	150.00
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	149.87
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	128.07
AMAZON CAPITAL SERVICES	UNIFORMS-PD	123.39
LUKE RUSHFORD	REFEREE-P&REC	120.00
STAPLES INC	SUPPLIES-ALL DEPTS	118.36
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	115.38
AMAZON CAPITAL SERVICES	SUPPLIES-PD	112.14
CUMMINS SALES AND SERVICE	EQUIP REPAIR-RUT	111.06
DIANNA HAMILTON	REFUND-POOL	102.00
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	96.04
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	93.13
STORM STEEL	EQUIP MAINT-LBC	89.23
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT,SEW,GB	87.32
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	84.00
AMAZON CAPITAL SERVICES	SUPPLIES-POOL	83.27
CITY LAUNDERING CO	SERVICES-CITY HALL	79.69
CITY LAUNDERING CO	SERVICES-CITY HALL	79.69
AMAZON CAPITAL SERVICES	UNIFORMS-ALL DEPTS	77.43
ELDON DOWNS	CDL ENDORSEMENT-PW	64.00
AMAZON CAPITAL SERVICES	OFFICE EQUIP-POOL	63.03
ALLIANT ENERGY	ENERGY USAGE-PD	62.18
BETH HLAS	INSTRUCTOR-LBC	60.00
CALEB DAUSENER	REFEREE-P&REC	60.00
PRESTO-X	PEST CONTROL-CITY HALL	58.00
AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	57.81
ALLIANT ENERGY	ENERGY USAGE-SIRENS	51.24
BRADY WEAVER	REFEREE-P&REC	50.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-PD	47.89
GABRIEL GRAFFT	REFEREE-P&REC	45.00
BRITTANY ELROD	REFUND-POOL	42.00
EMILY RUSSELL	REFUND-POOL	42.00
ALLIANT ENERGY	ENERGY USAGE-P&REC	40.17
MELINDA SNYDER	INSTRUCTOR-LBC	40.00
ANASTASIA KEM	REFUND-POOL	37.00
ALLIANT ENERGY	ENERGY USAGE-SEW	36.88
WENDLING QUARRIES	LIME-P&REC	35.20
ALLIANT ENERGY	ENERGY USAGE-RUT,WAT,SEW,SW	29.53
AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	28.98
ALLIANT ENERGY	ENERGY USAGE-SW	27.45
AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	25.99
NICKI RIGDON	REFUND-LBC	25.00

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, JULY 1, 2024

AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	22.99
AMAZON CAPITAL SERVICES	SUPPLIES-POOL	22.49
STAPLES INC	SUPPLIES-P&A	21.99
ALLIANT ENERGY	ENERGY USAGE-CEM	20.38
HAWKINS INC	CHEMICALS-WAT	20.00
KIMBERLY SCHROCK	INSTRUCTOR-LBC	20.00
LINDA STAKER	REFUND-LBC	15.00
DIESEL TURBO SERVICES INC	EQUIP MAINT-RUT	9.56
SAWYER FELDMAN	REFUND-LBC	6.72
DIESEL TURBO SERVICES INC	EQUIP MAINT-RUT	1.82
TOTAL		451,613.85

FUND EXPENSE TOTALS

PAYROLL	149,379.01
GENERAL FUND	122,404.50
REMOTE READ METER PROJECT	34,948.87
WATER FUND	25,084.97
SEWER FUND	24,382.95
POOL RENOVATIONS	21,295.65
ROAD USE TAX FUND	19,442.90
LBC	16,269.87
2024 INFRASTRUCTURE	15,772.24
PW COLD STORAGE	9,030.50
GLENN ST/CHI/COTTONWOOD	4,726.32
SOLID WASTE	4,678.53
STORM WATER FUND	2,865.40
DEBT SERVICE	800.00
LOST III COMMUNITY CENTER	532.14
TOTAL	451,613.85

AGENDA ITEM # J – 2

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

DATE:	July 1, 2024
AGENDA ITEM:	Administrative Services Agreement
ACTION:	Motion

SYNOPSIS: As discussed at a previous Council meeting, staff continues to look for ways to remain an attractive workplace for new and existing employees. MissionSquare is a non-profit organization that specializes in advisory services for 457 retirement plans. The city would not be responsible for an employee match as the 457 plans will be voluntary. The city would be responsible for the plan administration fee of 0.55% of the amount of plan assets invested by staff annually.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Agreement

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/2024

ADMINISTRATIVE SERVICES AGREEMENT

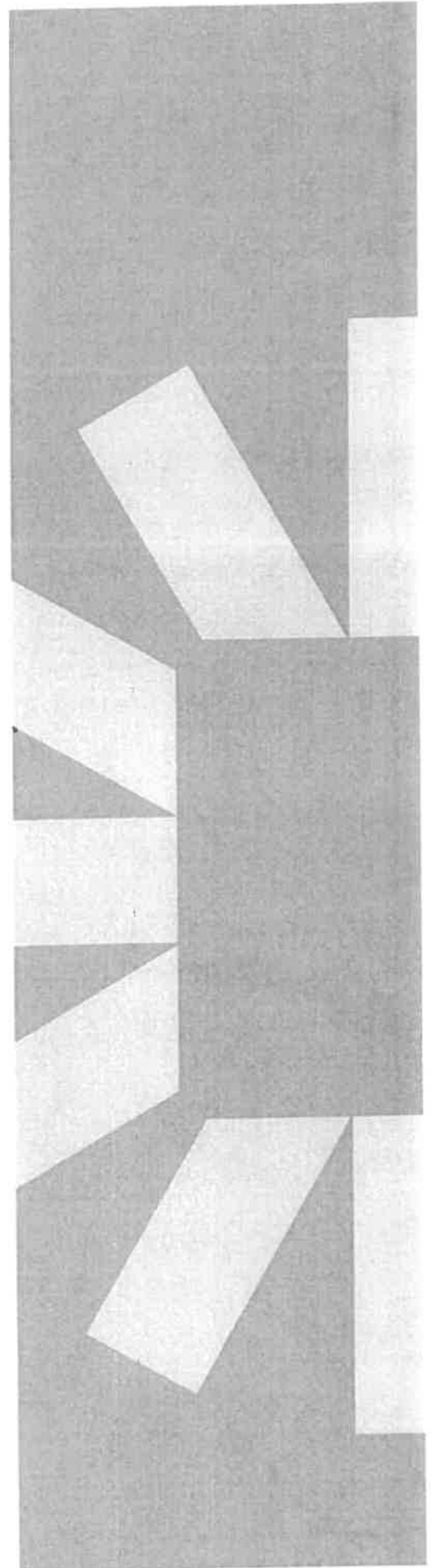
for

City of Mount Vernon

Type: **457**

Account #: **305486**

MissionSquare
RETIREMENT



ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) _____ (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Mount Vernon** ("Employer"), an **Entity** organized and existing under the laws of the State of **Iowa** with an office at **213 1st Street NW, Mount Vernon, Iowa 52314**.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, the Disclosure Memorandum and the Fact Sheets (together, "MissionSquare Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MissionSquare Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Plan, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party investment options that do not have profile information provided to MissionSquare through MissionSquare's

electronic data feeds from external sources (such as Morningstar) or the third-party investment option providers, the Employer is responsible for providing to MissionSquare timely investment option updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

4. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) MissionSquare shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the Plan in the event that the Employer directs MissionSquare to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, MissionSquare shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

5. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.
- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable share class.
- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

- (a) **Plan Administration Fee.** The amount to be paid for plan administration services under this Agreement shall be **0.55%** per annum of the amount of Plan assets invested in VantageTrust. Such fee shall be computed based on average daily net Plan assets in VantageTrust.
- (b) **Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-Party Investment Options.** Employer acknowledges that, in addition to amounts payable under this Agreement, MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the MissionSquare Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third-party options are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third-party settlement and clearing agent for providing administrative and other services based on assets invested in third-party investment options; such

administrative fees come from payments made by third-party investment options to the settlement and clearing agent.

- (c) **Redemption Fees.** Redemption fees imposed by outside investment options in which Plan assets are invested are collected and paid to the investment option by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific investment option to which redemption fees apply. These redemption fees and the individual investment option's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the MissionSquare Disclosures.
- (d) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party investment options or their service providers in connection with Plan assets invested in such third-party investment options, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 7 are contingent upon the Employer's using MissionSquare's plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

8. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

9. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement, with the Employer signing through DocuSign ("Inception Date"). This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other; provided however, that the Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

10. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) MissionSquare may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements or reduction in fees through electronic messages or special mailings.

11. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

MissionSquare: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile: (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

12. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

13. Titles

The headings of Sections of this Agreement and the headings for each of the attached Exhibits are for convenience only and do not define or limit the contents thereof.

14. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Iowa**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Exhibits attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF MOUNT VERNON

By _____
Signature/Date

By _____
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION
doing business as MISSIONSQUARE
RETIREMENT**

By _____
Erica McFarquhar
Assistant Secretary

[An execution copy will be provided via DocuSign]

Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment options offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally

available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.

- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m) MissionSquare is authorized by the Employer to (a) determine whether a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan and (b) establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) MissionSquare is authorized by the Employer to establish an unallocated plan level expense account to function as the Administrative Allowance account, to be invested as Employer directs.
- (p) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.)

AGENDA ITEM # J – 3

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

DATE: July 1, 2024

AGENDA ITEM: Invoice #151582

ACTION: Motion

SYNOPSIS: This is the second invoice for the downtown streetscape design project. Lori has provided JEO's latest monthly progress report with the invoice to provide a status update on the project.

BUDGET ITEM: LOST

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Invoice #151582

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/2024



Engineering | Architecture | Surveying | Planning

Invoice

June 17, 2024

Project No: R231567.00

Invoice No: 151582

Invoice Amount: 15,867.60

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

Project Manager Jeremy Kaemmer

Project R231567.00 Mount Vernon Downtown Streetscape Improvements

Professional Services through June 7, 2024

- See Attached Progress Report

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Project Management	\$29,300.00	55%	\$16,115.00	\$11,134.00	\$4,981.00
Survey	\$24,700.00	100%	\$24,700.00	\$24,700.00	0.00
Discovery	\$23,200.00	100%	\$23,200.00	\$23,200.00	0.00
Visioning and Conceptual Development	\$52,800.00	100%	\$52,800.00	\$52,800.00	0.00
Master Plan Documentation	\$22,400.00	100%	\$22,400.00	\$16,800.00	\$5,600.00
Design Services	\$234,300.00	9%	\$21,225.60	\$16,401.00	\$4,824.60
Utility Design & Permitting	\$12,800.00	4%	\$462.00	0.00	\$462.00
Total	\$399,500.00		\$160,902.60	\$145,035.00	\$15,867.60
Total Amount Due Upon Receipt :					\$15,867.60

Please email to: cnosbisch@cityofmtvernon-ia.gov; lboren@cityofmtvernon-ia.gov



Monthly Progress Report

PROJECT NAME | Mt. Vernon Uptown Streetscape Design
JEO PROJECT NO. | R231567.00
CONTRACT DATE | January 3, 2024
DATE PREPARED | June 13, 2024

1. Work Completed During Current Period (5/11/24 – 6/7/24)

Task 1: Project Management

- Project management and internal team coordination.
- Quality control of task work and deliverables.

Task 2: Survey

- Complete

Task 3: Discovery

- Complete

Task 4: Visioning & Concept Development

- Complete

Task 5: Master Plan Documentation

- Concepts Refined for final plan.
- Master Plan Documentation Finalization Underway.
- Advisory Committee meeting to review Open House and concepts.

Task 6: Design Services

- Preliminary Design for Utilities.
- Roadway and sidewalk layouts.

Task 7: Utility Coordination & Permitting

- Review of expected permits. Opening PERMT application, just in case.

Task 8: Bidding & Negotiation

- No activity to report at this time.

Task 9: Construction Administration/Inspection

- No activity to report at this time.

2. Planned Work for Next Period

- Discuss additional open house, contract amendment required.
- Finalize Master Plan Document, and present to City Council for review.
- Design Phase Kickoff.

3. Project Schedule

- No schedule issues to report

4. Information Needed from Mt Vernon

- Review Draft Master Plan Document when delivered, and provide comments.

5. Issues or Concerns

- Nothing to report at this time

6. Next Advisory Committee Meeting

- Advisory Committee involvement is going to wind down for a while, but we have scoped City updates monthly still. I expect Early July may have some conflicts, however.



M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
July 1, 2024**

- City offices will be closed in observance of the 4th of July holiday on Thursday, July 4, 2024.
- Lori and I will be attending the Iowa City Managers Association summer conference July 10-12 in Dubuque, Iowa.
- The next Cornell, MVCSD, and City meeting will be held on Tuesday, July 9, 2024, at noon. This meeting will be held at City Hall once again. The Mayor and I will be meeting with the new MVCSD Superintendent prior to the noon meeting.