

# 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>August 5, 2024 – 6:30 PM</b>
<b>Web Page:</b>	<b>www.cityofmtvernon-ia.gov</b>
<b>Posted:</b>	<b>August 2, 2024</b>

<b>Mayor:</b>	Tom Wieseler	<b>City Administrator:</b>	Chris Nobsch
<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: 874 3328 5133
3. Password: 477460

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 – July 15, 2024 Regular Council Meeting
2. Approval of Cigarette License – PNP
3. Appoint Mary Horst – Planning and Zoning Commission
4. Appoint Jean Smith to Park and Rec Board
5. Appoint Ruth Horton, Eric Siggins, Mary Evans, and Michele Pelkey to Cemetery Commission

- E. Public Hearing**

1. Public Hearing on the Construction Bid for Street Improvements for the 4<sup>th</sup> Street NW Street Repair Project
  - i. Close Public Hearing - Proceed to G-1

2. Public Hearing on the Plans, Specifications, Form of Contract, and Estimate of Costs for the Lester Buresh Center Generator Project
  - i. Close Public Hearing – Proceed to G-2

**F. Ordinance Approval/Amendment**

1. None

**G. Resolutions for Approval**

1. Resolution #8-5-2024A: Making Award of the Construction Bid for Street Improvements for the 4<sup>th</sup> Street NW Street Repair Project
2. Resolution #8-5-2024B: Adopting Plans, Specifications, Form of Contract, and Estimate of Costs for the Lester Buresh Center Generator Project
3. Resolution #8-5-2024C: Approving 28E Agreement with Linn County Public Health for Housing and Nuisance Abatement Inspections
4. Resolution #8-5-2024D: Approving the Final Plat for Spring Meadow Heights 3<sup>rd</sup> Addition to the City of Mount Vernon, Iowa
5. Resolution #8-5-2024E: Accepting the Public Improvements for Spring Meadow Heights 3<sup>rd</sup> Addition for Maintenance and Operation
6. Resolution #8-5-2024F: Approving the Plat of Survey #2856 to the City of Mount Vernon, Iowa
7. Resolution #8-5-2024G: Approving the Plat of Survey #2857 to the City of Mount Vernon, Iowa
8. Resolution #8-5-2024H: 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 Mount Vernon Pool Improvements Project
9. Resolution #8-5-2024I: Approving the Plat of Survey #2870 to the City of Mount Vernon, Iowa
10. Resolution #8-5-2024J: Designating The Sun as the Official Newspaper for Publications for the City of Mount Vernon from January 1, 2024 to December 31, 2025

**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 Ferguson Waterworks Invoice #0491487 – Council Action as Needed
3. Discussion and Consideration of Ferguson Waterworks Invoice #0487918-1 – Council Action as Needed
4. Discussion and Consideration of Rescheduling the September 2, 2024, City Council Meeting – Council Action as Needed
5. Discussion and Consideration of the Site Plan for the Mount Vernon Bank and Trust Parking Reconstruction Project – Council Action as Needed
6. Discussion and Consideration of Hwy 1 Storm Sewer CCTV – Hwy 1 Reconstruction Project – Council Action as Needed
7. Discussion and Consideration of Living Lab Agreement with Alliant Energy – Streetlight Pilot Program – Council Action as Needed

8. Discussion and Consideration of Downtown Streetlight Replacement Project with Alliant Energy – Council Action as Needed
9. Discussion and Consideration of Third Amendment to Water and Tower Ground Space Lease – Cedar Rapids Telephone L.P (US Cellular) – Council Action as Needed
10. Discussion and Consideration of Third Amendment to Water and Tower Ground Space Lease – Bell Atlantic Mobile Systems LLC (Verizon Wireless) – Council Action as Needed
11. Discussion and Consideration of Annual TAC 10 Maintenance Contract – Police Department – Council Action as Needed
12. Discussion and Consideration of Additional Aeration System Purchase – Nature Park Quarry Pond – Council Action as Needed
13. Discussion and Consideration of Invoice #24006 with Technical Specialty Systems Corp – Visitor's Center – Council Action as Needed

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

1. None

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

1. City Council Goal Update

**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 July 15, 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 Tuerler. Absent: West.

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

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

**Consent Agenda.** Motion made by Engel, seconded by Andresen to approve the Consent Agenda. Motion carries. West absent.

Approval of City Council Minutes – July 1, 2024 Regular Council Meeting

Approval of Liquor License – Si Senior

### **Public Hearing**

Public Hearing on the Construction Bid for Street Improvements for the Glenn Street Extension Project. Mayor Wieseler opened the public hearing at 6:30 pm. Hearing no public comment, Mayor Wieseler closed the public hearing at 6:31 p.m. Council then acted on Resolution #7-1-2024B.

Public Hearing on the Construction Bid for Street Improvements for the Business 30 Overlay Project. Mayor Wieseler opened the public hearing at 6:33 pm. Hearing no public comment, Mayor Wieseler closed the public hearing at 6:35 p.m. Council then acted on Resolution #7-15-2024B.

Public Hearing on the Construction Bid for Sanitary Sewer Improvements for the 2024 Sanitary Sewer Renovation Project. Mayor Wieseler opened the public hearing at 6:36 pm. Hearing no public comment, Mayor Wieseler closed the public hearing at 6:37 p.m. Council then acted on Resolution #7-15-2024C.

Public Hearing on the Proposal to Enter into a Development Agreement with Community Housing Initiatives, Inc. Mayor Wieseler opened the public hearing at 6:39 pm. Hearing no public comment, Mayor Wieseler closed the public hearing at 6:40 p.m. Council then acted on Resolution #7-15-2024E.

### **Ordinance Approval/Amendment**

Ordinance #6-17-2024A: Adopting Chapter 28 Cemetery Commission to the Mount Vernon Municipal Code. Staff has not received any written or verbal comments regarding the proposed ordinance since the second reading. Motion made by Tuerler, seconded by Andresen to approve the third and final reading of Ordinance #6-17-2024A. Roll call all yes. Ordinance passes its third and final reading. West absent.

### **Resolutions for Approval**

Resolution #7-1-2024B: Making Award of the Construction Bid for Street Improvements for the Glenn Street Extension Project (tabled July 1, 2024). Motion made by Rose, seconded by Andresen to remove from table. Motion carries. West absent. Staff received bids for the Glenn Street Extension Project on Thursday, June 27, 2024. Rathje Construction was the low bidder at \$877,214.51. Motion made by Tuerler, seconded by Rose to approve Resolution #7-1-2024B. Roll call all yes. Resolution passes. West absent.

Resolution #7-15-2024A: Approving Fiscal Year 2024-2025 Transfers. A majority of the listed transfers are routine in nature and occur at the beginning of each fiscal year in preparation for debt service payments. Motion made by Rose, seconded by Andresen to approve Resolution #7-15-2024A. Roll call all yes. Resolution passes. West absent.

Resolution #7-15-2024B: Making Award of the Construction Bid for Street Improvements for the Business 30 Overlay Project. Staff received bids for the Business 30 Overlay Project on July 11, 2024. L.L.Pelling Co, Inc was the low bidder at \$781,737.00. Motion made by Tuerler, seconded by Andresen to approve Resolution #7-15-2024B. Roll call all yes. Resolution passes. West absent.

Resolution #7-15-2024C: Making Award of the Construction Bid for Sanitary Sewer Improvements for the 2024 Sanitary Sewer Rehabilitation Project. Staff received bids for the Sanitary Sewer Improvements for the 2024 Sanitary Sewer Rehabilitation Project on July 11, 2024. Municipal Pipe Tool was the low bidder at \$709,464.33. Motion made by Tuerler, seconded by Engel to approve Resolution #7-15-2024C. Roll call all yes. Resolution passes. West absent.

Resolution #7-15-2024D: Resolution Setting Salaries for the Appointed Officers and Employees of the City of Mt. Vernon for Fiscal Year 2024-2025. In order to stay competitive with other communities, Wieseler felt it was important to periodically review the City Administrator salary and make adjustments when appropriate. These salary changes for Chris Nosbisch will go into effect on August 1, 2024 and July 1, 2025. Motion made by Rose, seconded by Tuerler to approve Resolution #7-15-2024D. Roll call all yes. Resolution passes. West absent.

Resolution #7-15-2024E: Approving and Authorizing Execution of a Development Agreement by and Between the City of Mount Vernon and Community Housing Initiatives, Inc. The development agreement between the City of Mount Vernon and CHI Community Housing Initiatives provides for an economic development grant in the amount of \$395,000 in exchange for the construction of a 30-unit senior style low to moderate income apartment complex. The grant will be funded with low to moderate income funds derived from the Spring Meadow Heights and Stonebrook subdivisions. Motion made by Engel, seconded by Rose to approve Resolution #7-15-2024E. Roll call all yes. Resolution passes. West absent.

Resolution #7-15-2024F: 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 4<sup>th</sup> Street NW Street Repair Project. The last remaining street project slated for construction in the 2024/2025 fiscal year is the three block stretch of 4<sup>th</sup> St NW from 2<sup>nd</sup> Ave NW to 5<sup>th</sup> Ave NW. This will include curb and gutter replacement. Bids will be received on August 1, 2024 and a public hearing will be held on August 5, 2024. Motion made by Tuerler, seconded by Andresen to approve Resolution #7-15-2024F Roll call all yes. Resolution passes. West absent.

Resolution #7-15-2024G: Approving the Real Estate Purchase Agreement and Transfer of Funds for Real Estate Between the City of Mt. Vernon and James Engelbrecht. The City continues to look for opportunities to expand parking in and around the uptown shopping district. Staff is recommending the purchase of the ½ lot located between Liberty Iron Works and the current city parking area, which would provide an additional seven to eight parking spots. The purchase price of the property is \$40,000.00. Motion made by Tuerler, seconded by Engel to approve Resolution #7-15-2024G. Roll call all yes. Resolution passes. West absent.

Resolution #7-15-2024H: 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 Lester Buresh Center Generator Project. The City has received a \$100,000 grant to install a new generator at the Lester Buresh Center. This would expand the capabilities of the LBC during a disaster scenario. Any

remaining matching funds required for the installation of the generator would come from LOST. Bids will be received on August 8, 2024 and a public hearing will be held on August 5, 2024. Motion made by Andresen, seconded by Rose to approve Resolution #7-15-2024H. Roll call all yes. Resolution passes. West absent.

Resolution #7-15-2024I: Approving the City of Mount Vernon Phase 1, Cornell to Bryant Park, Interurban Trail Connection Iowa State Recreational Trails (SRT) Grant Application. The City must adopt a resolution of support for the Phase 1 Interurban Trail Grant Application that solidifies our commitment to maintaining and operating the proposed trail and verifying the 25% local grant match. Motion made by Tuerler, seconded by Andresen to approve Resolution #7-15-2024I. Roll call all yes. Resolution passes. West absent.

### Motions for Approval

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

COLE PUBLIC LIBRARY	FY25 SUPPORT	150,000.00
PAYROLL	CLAIMS	149,722.79
EMPLOYEE BENEFIT SYSTEMS	GROUP INSURANCE-ALL DEPTS	46,686.09
LISBON MT VERNON AMBULANCE	FY25 SUPPORT	37,238.00
REPUBLIC SERVICES #897	GB,RECYL-SW RESIDENTIAL	23,983.68
SE LINN COMMUNITY CENTER	FY25 SUPPORT	21,000.00
COMMUNITY DEVELOPMENT GROUP	FY25 SUPPORT	20,000.00
JEO CONSULTING	DOWNTOWN STREETScape-LOST III	15,867.60
REPUBLIC SERVICES #897	GB,RECYL-SW COMMERCIAL	14,630.24
US BANK	CREDIT CARD PURCHASES-ALL DEPTS	11,742.24
LEASE SERVICING CENTER, INC	EQUIP LEASE-LBC	8,464.61
TREASURER STATE OF IOWA	SALES TAX	5,839.08
RED LION RENEWABLES	SOLAR ELECTRIC-P&A,PD,LBC	5,630.21
MOUNT VERNON AREA ARTS COUNCIL	FY25 SUPPORT	5,500.00
CCDG	FY25 HERITAGE DAYS SUPPORT	5,000.00
GARY'S FOODS	SUPPLIES-POOL CONCESSIONS	4,254.79
LINN CO-OP OIL CO	FUEL-PW	3,871.67
CARRICO AQUATIC RESOURCES INC	SUMMER SERVICE AGREEMENT-POOL	3,825.00
FORMANFORD	WINDOW REPLACEMENT-LBC	3,582.24
STATE HYGIENIC LAB	TESTING-SEW	3,445.00
TREASURER STATE OF IOWA	WET TAX	3,431.71
MEMORIALS BY MICHEL	STONE RELOCATION-CEM	2,392.00
LYNCH FORD	VEHICLE MAINT-PD	2,346.25
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	2,193.65
VEENSTRA & KIMM INC	2024 SANI SEWER REHABILITATION	2,158.00
POWER DMS INC	SOFTWARE-PD	2,120.00
REXCO EQUIPMENT INC	BOBCAT REPAIRS-PW	2,109.63
COMMUNITY BAND	FY25 SUPPORT	2,000.00
LYNCH DALLAS PC	LEGAL FEES-P&A	1,966.10
PNP	FUEL-PD	1,944.51
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	1,933.23
D & N FENCE COMPANY	FENCE REPAIRS-LBC	1,800.00
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-ALL DEPTS	1,785.00
911 TECH, INC	COPFTO SUBSCRIPTION-PD	1,726.00
SPACE WALK INFLATABLES	MARKETING-LBC	1,712.50
CENTRAL IOWA DISTRIBUTING	SUPPLIES-PW	1,612.00
BANKCARD 8076	CREDIT CARD FEES-LBC,POOL,P&REC	1,594.88

LISBON, CITY OF	AMB DIRECTOR CONTRACT SALARY	1,545.84
IOWA SOLUTIONS INC	MONTHLY MAINT-ALL DEPTS	1,245.00
AHLERS & COONEY P.C.	LEGAL FEES-LMI	1,190.00
IOWA SOLUTIONS INC	MONTHLY MAINT-PD	1,030.00
RICHARD BURROUGHS	CEMETERY MAINT	1,010.00
RICHARD BURROUGHS	CEMETERY MAINT	1,010.00
ECICOG	ZONING ORD REVIEW-P&A	975.00
MARTIN GARDNER ARCHITECTURE	CONSTRUCITON ADMIN-PD CONST	975.00
IOWA SOLUTIONS INC	COMPUTER MAINT-PD	970.00
CATERPILLAR FINANCIAL SERVICES	GENERATOR-PD	949.39
TRI-CITY ELECTRIC CO OF IOWA	KEY CARDS-LBC	905.00
NIGHT SHIFT LLC	CLEANING SERVICE-CITY HALL	904.15
IOWA SOLUTIONS INC	COMPUTER MAINT-ALL DEPTS	850.00
DE NOVO MARKETING	WEBSITE/HUBSPOT SUPPORT-ALL DEPTS	825.00
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-ALL DEPTS	743.21
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-P&A	679.34
COMFORT SOLUTIONS	HVAC MAINT-SEW	628.23
DEREK BOREN	CELL PHONE STIPEND-FD	600.00
JACOB BUSTER	CELL PHONE STIPEND-FD	600.00
NATHAN GOODLOVE	CELL PHONE STIPEND-FD	600.00
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	587.72
US CELLULAR	CELL PHONE-PD	572.84
ALTORFER INC	EQUIP MAINT-WAT	559.68
MIKE BRAY	MARKETING-LBC	500.00
IOWA DEPT OF NATURAL RESOURCES	ANNUAL WATER USE FEE-WAT	496.68
ALEX VOLKOV	CELL PHONE STIPEND-ALL DEPTS	480.00
CAL VAUGHN	CELL PHONE STIPEND-ALL DEPTS	480.00
CHRIS NOSBISCH	CELL PHONE STIPEND-ALL DEPTS	480.00
CHRISTIAN ANDREWS	CELL PHONE STIPEND-ALL DEPTS	480.00
DEAN SMYTH	CELL PHONE STIPEND-ALL DEPTS	480.00
DONNY FEDDERSEN	CELL PHONE STIPEND-ALL DEPTS	480.00
ELDON DOWNS	CELL PHONE STIPEND-ALL DEPTS	480.00
JAYNE DEWITTE	CELL PHONE STIPEND-ALL DEPTS	480.00
JOEL DENES	CELL PHONE STIPEND-ALL DEPTS	480.00
KATEY FOREST	CELL PHONE STIPEND-POOL,LBC	480.00
LEIGH BRADBURY	CELL PHONE STIPEND-ALL DEPTS	480.00
LORI BOREN	CELL PHONE STIPEND-ALL DEPTS	480.00
MARSHA DEWELL	CELL PHONE STIPEND-ALL DEPTS	480.00
MATT PLOTZ	CELL PHONE STIPEND-ALL DEPTS	480.00
MERIDITH HOFFMAN	CELL PHONE STIPEND-ALL DEPTS	480.00
RYAN CROCK	CELL PHONE STIPEND-ALL DEPTS	480.00
SARAH BOOTS	CELL PHONE STIPEND-LBC	480.00
SUE RIPKE	CELL PHONE STIPEND-ALL DEPTS	480.00
TED SEITER	CELL PHONE STIPEND-ALL DEPTS	480.00
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-LBC	447.07
BIG COUNTRY SEEDS	CHALK/LINE MARKING-P&REC	434.00
BAUER BUILT TIRE	LOADER REPAIRS-PW	426.90
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-PD	378.62
GARY'S FOODS	SUPPLIES-K9	376.11
MEDIACOM	PHONE/INTERNET-SEW	349.40
DE NOVO MARKETING	WEBSITE SUPPORT-LBC	325.00
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-PD,K9	315.99
MEDIACOM	PHONE/INTERNET-PW	315.22
JOE JENNISON	CELL PHONE STIPEND-P&A	300.00



AMAZON CAPITAL SERVICES	SUPPLIES-LBC	277.14
TED SEITER	UNIFORMS-ALL DEPTS	265.94
CARQUEST OF LISBON	EQUIP MAINT/SUPPLIES-ALL DEPTS	255.54
CITY LAUNDERING CO	SERVICES-LBC	253.92
CHRIS NOSBISCH	MILEAGE-P&A	252.59
BRADY LANHAM	NITTY GRITTY POWER-CDG	240.00
AMAZON CAPITAL SERVICES	SUPPLIES-POOL	226.23
AMAZON CAPITAL SERVICES	SUPPLIES-HD PARADE	225.64
PRESTO-X	PEST CONTROL-PD	223.81
MATT SIDERS	MILEAGE-P&REC,LBC,POOL	214.40
AHLERS & COONEY P.C.	LEGAL FEES-P&A	204.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-PD	199.31
RC TECH	CAMERA SERVICE-SW	186.50
CENTRAL IOWA DISTRIBUTING	SUPPLIES-POOL	168.04
US CELLULAR	PHONE/INTERNET-P&REC,WAT,SEW	166.90
PITNEY BOWES	POSTAGE METER LEASE-ALL DEPTS	165.33
ALTORFER INC	EQUIP MAINT-WAT	159.46
ECICOG	GENERATOR GRANT-LBC	150.00
DIESEL TURBO SERVICES INC	EQUIP MAINT-RUT	149.13
HAWKEYE COMMUNICATIONS INC	FIRE SYSTEM MONITORING-PD	147.00
KENDRIA SCRIVER	INSTRUCTOR-LBC	147.00
AMAZON CAPITAL SERVICES	UNIFORMS-ALL DEPTS	146.91
CR LC SOLID WASTE AGENCY	WASTE DISPOSAL-P&REC	143.10
LYNCH FORD	VEHICLE MAINT-PD	139.95
MOUNT VERNON ACE HARDWARE	SUPPLIES-FD	138.41
TECH SOLUTIONS	FIRE ALARM MONITORING-LBC	136.35
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-LBC	130.38
AMAZON CAPITAL SERVICES	UNIFORMS-ALL DEPTS	125.96
EVER-GREEN LANDSCAPE NURSERY	MULCH-P&REC	122.50
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	120.74
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-POOL	108.77
IOWA ONE CALL	LOCATES-WAT,SEW	104.40
SARAH BOOTS	FITNESS MEMBERSHIP-LBC	100.00
MATT SIDERS	FITNESS MEMBERSHIP-P&REC,LBC	100.00
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	99.99
AIRGAS INC	CYLINDER RENTAL FEE-PW	99.68
VESTIS	RUGS,SERVICES-FD	84.81
NICOLE HOLMES	REFUND-POOL	84.00
UNITED STATES TREASURY	FORM 720 FILING FEE-P&A	81.00
PROFESSIONAL WINDOW CLEANING	WINDOW CLEANING-CITY HALL	80.00
CITY LAUNDERING CO	SERVICES-CITY HALL	79.69
CITY LAUNDERING CO	SERVICES-CITY HALL	79.69
CAUSE TEAM	UNIFORMS-POOL,SWIM TEAM	76.80
ALL SECURE	SECURITY SYST MONITORING-POOL	75.00
BAUMAN AND COMPANY	UNIFORMS-ALL DEPTS	73.50
CENTURY LINK	PHONE CHARGES-PD	71.61
PRESTO-X	PEST CONTROL-CITY HALL	63.80
STAPLES INC	SUPPLIES-P&A	62.52
PRESTO-X	PEST CONTROL-PD	62.00
CALEB DAUSENER	REFEREE-P&REC	60.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-LBC	57.50
STAPLES INC	SUPPLIES-P&A	50.61
BRADY WEAVER	REFEREE-P&REC	50.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-PD	47.89

CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	45.00
CHRISTOPHER BROWN	CLEANING SERVICES-FD	45.00
NEAL'S WATER CONDITIONING	WATER/SALT-RUT	40.00
FERGUSON WATERWORKS	REMOTE READ METER PROJECT	39.92
NEAL'S WATER CONDITIONING	WATER/SALT-CITY HALL	34.75
EDITH DAWSON	INTERN-MVHPC	33.25
NEAL'S WATER CONDITIONING	WATER/SALT-FD	33.00
JOHN FOREMAN	REFEREE-P&REC	30.00
GARY'S FOODS	SUPPLIES-P&REC,POOL	28.61
THOMAS M WIESELER	TRAINING-P&A	25.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-LBC	23.90
MELINDA SNYDER	INSTRUCTOR-LBC	20.00
LUKE RUSHFORD	REFEREE-P&REC	15.00
NEAL'S WATER CONDITIONING	WATER/SALT-LBC	12.75
AUTHNET GATEWAY BILLING	CREDIT CARD SERVICES-LBC	5.00
<b>TOTAL</b>		<b>616,615.71</b>

GENERAL FUND	322,527.64
PAYROLL	149,722.79
SOLID WASTE	45,299.29
LBC	32,446.81
WATER FUND	18,266.02
SEWER FUND	18,260.63
LOST III UR & STREETScape	15,867.60
ROAD USE TAX FUND	8,148.25
ARPA LINN COUNTY GRANT	2,158.00
STORM WATER FUND	1,713.76
LOW-MODERATE INCOME FUND	1,190.00
POLICE STATION CONSTRUCTION	975.00
REMOTE READ METER PROJECT	39.92
<b>TOTAL</b>	<b>616,615.71</b>

#### **FY24 JUNE REVENUE**

GENERAL GOVERNMENT	6,168,188.40
PUBLIC WORKS	272,443.54
CULTURE-RECREATION	95,884.42
PUBLIC SAFETY	14,224.04
<b>TOTAL</b>	<b>6,550,740.40</b>

Discussion and Consideration of Amending the Engineer Agreement with JEO Consultants to include a public open house – Council Action as Needed. To ensure citizens are given ample time to review and comment on the downtown streetscape project, staff has asked JEO Consultants for a proposed fee to add an additional public input session. The additional meeting would increase the agreement fee by \$15,900.00. Motion made by Tuerler, seconded by Andresen to approve the amendment with JEO Consultants for an additional \$15,900.00. Motion carries. West absent.

Discussion and Consideration of Salt Shed Hoop Structure Purchase – PW Shop – Council Action as Needed. Given the material lead times that we are currently experiencing with certain items, staff would like to approve the proposal from Freedom Builders to construct a 40'x48' salt storage structure on the Bryant

Rd site. If the sale of the current public works facility does not happen to move forward, the funds for the construction of this structure would come from various accounts (mainly franchise fees). The construction of the new storage facility will allow the city to receive its entire annual allotment of salt in one delivery. The estimated cost of delivery and construction will be approximately \$43,000.00. Motion made by Rose, seconded by Tuerler to approve the proposal from Freedom Builders for the salt storage structure. Motion carries. West absent.

Discussion and Consideration of Ferguson Waterworks Invoice #0487918 – Council Action as Needed. The next four invoices from Ferguson Waterworks represent equipment purchases for the 2024 Water Meter Replacement Project. Motion made by Engel, seconded by Rose to approve invoice #0487918 in the amount of \$163,041.25. Motion carries. West absent.

Discussion and Consideration of Ferguson Waterworks Invoice #0487920 – Council Action as Needed. Motion made by Rose, seconded by Engel to approve invoice #0487920 in the amount of \$15,400.79. Motion carries. West absent.

Discussion and Consideration of Ferguson Waterworks Invoice #0488834 – Council Action as Needed. Motion made by Andresen, seconded by Engel to approve invoice #0488834 in the amount of \$6,230.98. Motion carries. West absent.

Discussion and Consideration of Ferguson Waterworks Invoice #0488834-1 – Council Action as Needed. Motion made by Tuerler, seconded by Rose to approve invoice #0488834-1 in the amount of \$7,996.39. Motion carries. West absent.

Discussion and Consideration of Body Cam Purchase – Police Department – Council Action as Needed. The Mt. Vernon/Lisbon Police department has secured a grant that will cover 50% of the replacement costs of new body cameras. The total cost of the replacement is \$13,755 (city's cost is \$6,877.50). Motion made by Tuerler, seconded by Andresen to approve the purchase of new Police Dept body cameras in the amount of \$13,755.00. Motion carries. West absent.

Discussion and Consideration of Park and Recreation Board Pool Recommendation – Council Action as Needed. The Park and Rec Board met on Tuesday, July 9, 2024 to finalize a recommendation on the 2024 pool improvements. The original renovation budget of \$1,276,000 did not include the installation of new features. Descriptions of the proposed features were provided to Council for review. No action was taken and Council agreed with continuing the process of including the recommended features in the pool renovation project.

Discussion and Consideration of Baker Group Maintenance Contract – LBC – Council Action as Needed. Baker Group has been maintaining the mechanical equipment at the LBC since 2020 (roof top units, etc). The annual cost associated with the maintenance contract is \$9,208.00. Motion made by Engel, seconded by Tuerler to approve the maintenance contract with Baker Group in the amount of \$9,208.00. Motion carries. West absent.

Discussion and Consideration of 2024 Chevrolet 2500 Truck – Fire Department – Council Action as Needed. The fire department is seeking approval to purchase a 2024 Chevrolet Silverado in the amount of \$53,182.00 (unequipped). Total cost of the vehicle equipped will be around \$90,000.00 The money for the purchase will come from the fire department equipment tax levy. Motion made by Tuerler, seconded by Andresen to approve the purchase of the 2024 Chevrolet 2500 Truck for the Fire Department at a cost of \$53,182.00. Motion carries. West absent.

Discussion and Consideration of Invoice #152374 with JEO Consulting – Downtown Streetscape Project. Included with the \$9,433.60 invoice is a monthly progress report from JEO Consulting Group. Motion made by Andresen, seconded by Engel to approve Invoice #152374 from JEO Consulting Group in the amount of \$9,433.60. Motion carries. West absent.

**Reports to be Received/Filed.** Full reports can be found on the City website under the July 15, 2024 Council packet.

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

**Reports of Mayor/Council/Administrator**

Mayor's Report. Wieseler provided invitations to Council for a Greater Cedar Rapids Community event happening in a couple of weeks. There will be an election for District 83 candidates and they are thinking about holding a forum in town. Our State Senator, Charlie McClintock, is considering a listening post on eminent domain and other issues.

City Administrator's Report. Full report can be found on the City website under the July 15, 2024 Council packet.

As there was no further business to attend to, the meeting adjourned, the time being 7:52 p.m., July 15, 2024.

Respectfully submitted,  
Marsha Dewell  
City Clerk

## **E. Public Hearing**

**AGENDA ITEM # E – 1 & G – 1**

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

<b>DATE:</b>	August 5, 2024
<b>AGENDA ITEM:</b>	Public Hearing - Resolution #8-5-2024A
<b>ACTION:</b>	Motion to Close

**SYNOPSIS:** Staff received bids for the 4<sup>th</sup> Street NW reconstruction project on Thursday, August 1, 2024. Midwest Concrete was the apparent low bidder at \$349,587.00.

**BUDGET ITEM:** Bond/FF/RUT

**RESPONSIBLE DEPARTMENT:** City Administrator

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

**ATTACHMENTS:** See Resolution #8-5-2024A

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024

**AGENDA ITEM # E – 2 & G – 2**

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

**DATE:** August 5, 2024

**AGENDA ITEM:** Public Hearing - Resolution #8-5-2024B

**ACTION:** Motion to Close

**SYNOPSIS:** The City is set to receive the LBC Generator project bids on Thursday, August 8, 2024 at 2 p.m. This public hearing is required to review the plans and specifications for the generator project. Given their size, the plans will be shared with the Council on Monday.

**BUDGET ITEM:** Bond

**RESPONSIBLE DEPARTMENT:** City Administrator

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

**ATTACHMENTS:** See Resolution #8-5-2024B

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024





**RESOLUTION #8-5-2024A**

**RESOLUTION MAKING AWARD OF THE  
CONSTRUCTION BID FOR  
STREET REPAIRS  
FOR THE  
4<sup>TH</sup> STREET NW REPAIR 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 4<sup>th</sup> Street NW Repair 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:

4<sup>th</sup> Street NW Repair Project

Contractor: Midwest Concrete

Amount of Bid: \$349,857.00

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 4<sup>TH</sup> STREET NW REPAIR 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 5<sup>th</sup> day of August, 2024.

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

ATTEST:

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



**VEENSTRA & KIMM INC.**

2600 University Parkway, Suite 1  
Coralville, Iowa 52241

319.466.1000 // 888.241.8001  
www.v-k.net

August 1, 2024

Chris Nosbisch  
City Administrator  
City of Mount Vernon  
213 First Street West  
Mount Vernon, Iowa 52314

MOUNT VERNON, IOWA  
4<sup>th</sup> STREET NW RECONSTRUCTION  
RECOMMENDATION TO AWARD CONTRACT  
BID TAB

The City of Mount Vernon received bids until 2:00 p.m., August 1, 2024 for the 4<sup>th</sup> Street NW Reconstruction. A total of eight bids were received as follows:

<u>Bidder</u>	<u>Bid</u>
Midwest Concrete, Inc.	\$349,587.00
Eastern Iowa Excavating & Concrete LLC	\$356,737.25
BWC, Inc.	\$376,675.00
Triple B Construction	\$385,854.50
Pirc-Tobin Construction, Inc.	\$389,893.25
Vieth Construction Corp.	\$425,411.50
Boomerang Corp.	\$430,327.75
Tschiggfrie Excavating	\$441,653.75

The apparent low bid for the project was submitted by Midwest Concrete, Inc. with its bid in the amount of \$349,587.00. We have enclosed one copy of our certified bid tabulation for your use. Veenstra & Kimm, Inc. has examined the bidding documents and they appear in order.

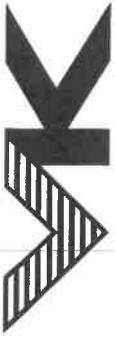
The Engineer's estimate of cost for the project was \$450,000.00. The low bid submitted by Midwest Concrete, Inc. was approximately 22.3% below the Engineer's estimate of cost for the project.

Veenstra & Kimm, Inc. believes Midwest Concrete, Inc. has sufficient experience and resources to complete the project within the contract time. We also believe that the low bid is reflective of the current value of the project. We recommend that the City of Mount Vernon award the construction contract to Midwest Concrete, Inc. in the amount of the bid of \$349,587.00.

If you have any questions or comments concerning the project, please contact us at (319) 466-1000.

VEENSTRA & KIMM, INC.

Eric Gould  
EDG:mmc  
51358  
Enclosures



**BID TABULATION**  
**4th STREET NW RECONSTRUCTION**  
**MOUNT VERNON, IOWA**

Project: Construct 4th Street NW Reconstruction for the following unit and lump sum prices:	<u>Bid No. 1</u>	<u>Bid No. 2</u>	<u>Bid No. 3</u>
	Midwest Concrete, Inc.	Eastern Iowa Excav & Concrete	BWC, Inc.
	9835 Midwest Lane Peosta, IA 52068	121 Nixon Street SE Cascade, IA 52033	1303 Hickory Hollow Road Solon, IA 52333

	<u>Unit</u>	<u>Quantities</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Unit Price</u>	<u>Extended Price</u>
<b>Estimated</b>								
1.1	Clearing and Grubbing	Unit	\$ 30.00	\$ 4,470.00	\$ 35.00	\$ 5,215.00	\$ 24.00	\$ 3,576.00
1.2	Topsoil, On-Site	CY	\$ 20.00	\$ 4,000.00	\$ 24.00	\$ 4,800.00	\$ 37.00	\$ 7,400.00
1.3	Topsoil, Off-Site	CY	\$ 50.00	\$ 5,000.00	\$ 72.00	\$ 7,200.00	\$ 58.00	\$ 5,800.00
1.4	Excav, Class 10, Roadway & Borrow	CY	\$ 15.00	\$ 4,710.00	\$ 43.35	\$ 13,611.90	\$ 32.00	\$ 10,048.00
1.5	Subgrade Preparation	SY	\$ 2.00	\$ 3,670.00	\$ 1.20	\$ 2,202.00	\$ 1.50	\$ 2,752.50
1.6	Granular Stabilization	Ton	\$ 36.00	\$ 13,212.00	\$ 29.00	\$ 10,643.00	\$ 41.00	\$ 15,047.00
1.7	Geogrid, TX-160	SY	\$ 7.00	\$ 4,214.00	\$ 9.25	\$ 5,568.50	\$ 11.00	\$ 6,622.00
1.8	Modified Subbase, 6"	CY	\$ 48.00	\$ 14,592.00	\$ 48.00	\$ 14,592.00	\$ 52.00	\$ 15,808.00
1.9	ST SWR, Trenched, Class 3 RCP, 15"	LF	\$ 90.00	\$ 4,320.00	\$ 95.50	\$ 4,584.00	\$ 90.00	\$ 4,320.00
1.10	ST SWR, Trenched, Class 3 RCP, 24"	LF	\$ 150.00	\$ 2,850.00	\$ 164.50	\$ 3,125.50	\$ 150.00	\$ 2,850.00
1.11	Removal of Storm Sewer < 36"	LF	\$ 12.50	\$ 712.50	\$ 17.75	\$ 1,011.75	\$ 10.00	\$ 570.00
1.12	Subdrain, Corrugated PE, 6"	LF	\$ 15.00	\$ 27,600.00	\$ 16.25	\$ 29,900.00	\$ 10.00	\$ 18,400.00
1.13	Subdrain Cleanout, Type A-2, 6"	Ea.	\$ 500.00	\$ 2,000.00	\$ 565.00	\$ 2,260.00	\$ 550.00	\$ 2,200.00
1.14	Subdrain Connect - Structure, CMP, 6"	Ea.	\$ 350.00	\$ 2,100.00	\$ 173.25	\$ 1,039.50	\$ 600.00	\$ 3,600.00
1.15	Intake, SW-501	Ea.	\$ 4,500.00	\$ 9,000.00	\$ 3,200.00	\$ 6,400.00	\$ 2,950.00	\$ 5,900.00
1.16	Intake, SW-504	Ea.	\$ 6,000.00	\$ 6,000.00	\$ 4,575.00	\$ 4,575.00	\$ 3,650.00	\$ 3,650.00
1.17	Intake, SW-504 (Mod)	Ea.	\$ 7,000.00	\$ 7,000.00	\$ 4,825.00	\$ 4,825.00	\$ 4,250.00	\$ 4,250.00
1.18	Remove Intake	Ea.	\$ 500.00	\$ 2,000.00	\$ 545.00	\$ 2,180.00	\$ 450.00	\$ 1,800.00
1.19	Curb And Gutter, 2.5', 6" Depth	LF	\$ 24.00	\$ 47,856.00	\$ 19.00	\$ 37,886.00	\$ 24.00	\$ 47,856.00
1.20	Pvm't, HMA, 1.5" & 3", Base, 1/2", ST	Ton	\$ 134.00	\$ 41,942.00	\$ 126.00	\$ 39,438.00	\$ 132.00	\$ 41,316.00
1.21	Pvm't, HMA, 1.5", Surface, 1/2", ST	Ton	\$ 134.00	\$ 25,996.00	\$ 126.00	\$ 24,444.00	\$ 132.00	\$ 25,608.00
1.22	Pavement, Asphalt Binder, PG 58-28S	Ton	\$ 430.00	\$ 13,072.00	\$ 550.00	\$ 16,720.00	\$ 575.00	\$ 17,480.00
1.23	Removal of Sidewalk	SY	\$ 14.00	\$ 2,128.00	\$ 12.00	\$ 1,824.00	\$ 10.00	\$ 1,520.00
1.24	Removal of Driveway	SY	\$ 14.00	\$ 3,752.00	\$ 11.00	\$ 2,948.00	\$ 10.00	\$ 2,680.00
1.25	Sidewalk, PCC, 6"	SY	\$ 64.50	\$ 13,287.00	\$ 60.50	\$ 12,463.00	\$ 55.00	\$ 11,330.00

Description	Midwest Concrete, Inc.			Eastern Iowa Excav & Concrete			BWC, Inc.		
	Unit	Quantities	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
1.26 Remove and Reinstall Brick Sidewalk	SF	20	\$ 50.00	\$ 1,000.00	\$ 16.50	\$ 330.00	\$ 35.00	\$ 700.00	
1.27 Detectable Warning	SF	120	\$ 45.00	\$ 5,400.00	\$ 41.00	\$ 4,920.00	\$ 50.00	\$ 6,000.00	
1.28 Driveway, Paved, PCC, 6"	SY	292	\$ 55.00	\$ 16,060.00	\$ 52.55	\$ 15,344.60	\$ 55.00	\$ 16,060.00	
1.29 Driveway, Granular, 6"	Ton	7	\$ 42.50	\$ 297.50	\$ 38.50	\$ 269.50	\$ 45.00	\$ 315.00	
1.30 3" Milling	SY	2,364	\$ 5.15	\$ 12,174.60	\$ 4.50	\$ 10,638.00	\$ 11.00	\$ 26,004.00	
1.31 Pavement Removal	SY	1,322	\$ 11.75	\$ 15,533.50	\$ 12.00	\$ 15,864.00	\$ 12.50	\$ 16,525.00	
1.32 Temporary Traffic Control	LS	1	\$ 3,605.00	\$ 3,605.00	\$ 3,700.00	\$ 3,700.00	\$ 11,500.00	\$ 11,500.00	
1.33 Remove & Reinstall Traffic Signs	Ea.	4	\$ 128.75	\$ 515.00	\$ 135.00	\$ 540.00	\$ 440.00	\$ 1,760.00	
1.34 Hydraulic Seed, Fertiliz, & Mulch, Type 1	Ac	0.25	\$ 9,270.00	\$ 2,317.50	\$ 29,000.00	\$ 7,250.00	\$ 13,250.00	\$ 3,312.50	
1.35 Watering	Tgal	5	\$ 515.00	\$ 2,575.00	\$ 112.00	\$ 560.00	\$ 335.00	\$ 1,675.00	
1.36 Wattle, Mulch Sock, 9"	LF	80	\$ 5.15	\$ 412.00	\$ 3.75	\$ 300.00	\$ 12.00	\$ 960.00	
1.37 Saw Cutting Dust Control	LS	1	\$ 500.00	\$ 500.00	\$ 1,250.00	\$ 1,250.00	\$ 1,000.00	\$ 1,000.00	
1.38 Construction Survey	LS	1	\$ 4,713.40	\$ 4,713.40	\$ 6,100.00	\$ 6,100.00	\$ 6,380.00	\$ 6,380.00	
1.39 Mobilization	LS	1	\$ 17,000.00	\$ 17,000.00	\$ 29,500.00	\$ 29,500.00	\$ 20,000.00	\$ 20,000.00	
1.40 Maintenance of Postal Service	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 115.00	\$ 115.00	\$ 1,500.00	\$ 1,500.00	
1.41 Concrete Washout	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	
<b>Total Base Bid (Items 1.1 - 1.41)</b>				<b>\$ 349,587.00</b>		<b>\$ 356,737.25</b>		<b>\$ 376,675.00</b>	
								<del>\$ 376,674.00</del>	

Project: Construct 4th Street NW Reconstruction for the following unit and lump sum prices:

	<u>Bid No. 4</u>	<u>Bid No. 5</u>	<u>Bid No. 6</u>
Triple B Construction	Pirc-Tobin Construction, Inc.	Vieth Construction Corp.	
710 Ayres Progress Drive	2650 Old Quaas Road	6419 Nordic Drive	
Wilton, IA 52778	Alburnett, IA 52202	Cedar Rapids, IA 50613	

<u>Description</u>	<u>Unit</u>	<u>Quantities</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Unit Price</u>	<u>Extended Price</u>
<b>Estimated</b>								
1.1 Clearing and Grubbing	Unit	149	\$ 27.00	\$ 4,023.00	\$ 30.00	\$ 4,470.00	\$ 64.00	\$ 9,536.00
1.2 Topsoil, On-Site	CY	200	\$ 25.00	\$ 5,000.00	\$ 1.00	\$ 200.00	\$ 25.00	\$ 5,000.00
1.3 Topsoil, Off-Site	CY	100	\$ 48.00	\$ 4,800.00	\$ 1.00	\$ 100.00	\$ 108.00	\$ 10,800.00
1.4 Excav, Class 10, Roadway & Borrow	CY	314	\$ 35.00	\$ 10,990.00	\$ 50.00	\$ 15,700.00	\$ 28.00	\$ 8,792.00
1.5 Subgrade Preparation	SY	1,835	\$ 2.50	\$ 4,587.50	\$ 0.25	\$ 458.75	\$ 2.50	\$ 4,587.50
1.6 Granular Stabilization	Ton	367	\$ 34.00	\$ 12,478.00	\$ 35.00	\$ 12,845.00	\$ 46.00	\$ 16,882.00
1.7 Geogrid, TX-160	SY	602	\$ 7.00	\$ 4,214.00	\$ 7.50	\$ 4,515.00	\$ 9.00	\$ 5,418.00
1.8 Modified Subbase, 6"	CY	304	\$ 69.50	\$ 21,128.00	\$ 75.00	\$ 22,800.00	\$ 63.00	\$ 19,152.00
1.9 ST SWR, Trenched, Class 3 RCP, 15"	LF	48	\$ 115.00	\$ 5,520.00	\$ 75.00	\$ 3,600.00	\$ 82.00	\$ 3,936.00
1.10 ST SWR, Trenched, Class 3 RCP, 24"	LF	19	\$ 240.00	\$ 4,560.00	\$ 135.00	\$ 2,565.00	\$ 110.00	\$ 2,090.00
1.11 Removal of Storm Sewer < 36"	LF	57	\$ 15.00	\$ 855.00	\$ 20.00	\$ 1,140.00	\$ 31.00	\$ 1,767.00
1.12 Subdrain, Corrugated PE, 6"	LF	1,840	\$ 19.00	\$ 34,960.00	\$ 16.00	\$ 29,440.00	\$ 14.00	\$ 25,760.00
1.13 Subdrain Cleanout, Type A-2, 6"	Ea.	4	\$ 300.00	\$ 1,200.00	\$ 450.00	\$ 1,800.00	\$ 500.00	\$ 2,000.00
1.14 Subdrain Connect - Structure, CMP, 6"	Ea.	6	\$ 400.00	\$ 2,400.00	\$ 200.00	\$ 1,200.00	\$ 650.00	\$ 3,900.00
1.15 Intake, SW-501	Ea.	2	\$ 3,300.00	\$ 6,600.00	\$ 4,000.00	\$ 8,000.00	\$ 4,300.00	\$ 8,600.00
1.16 Intake, SW-504	Ea.	1	\$ 5,500.00	\$ 5,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,800.00	\$ 7,800.00
1.17 Intake, SW-504 (Mod)	Ea.	1	\$ 7,500.00	\$ 7,500.00	\$ 9,500.00	\$ 9,500.00	\$ 10,600.00	\$ 10,600.00
1.18 Remove Intake	Ea.	4	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 1,400.00	\$ 5,600.00
1.19 Curb And Gutter, 2.5', 6" Depth	LF	1,994	\$ 23.00	\$ 45,862.00	\$ 21.75	\$ 43,369.50	\$ 24.00	\$ 47,856.00
1.20 Pvm't, HMA, 1.5" & 3", Base, 1/2", ST	Ton	313	\$ 126.00	\$ 39,438.00	\$ 135.00	\$ 42,255.00	\$ 131.00	\$ 41,003.00
1.21 Pvm't, HMA, 1.5", Surface, 1/2", ST	Ton	194	\$ 126.00	\$ 24,444.00	\$ 135.00	\$ 26,190.00	\$ 131.00	\$ 25,414.00
1.22 Pavement, Asphalt Binder, PG 58-28S	Ton	30.4	\$ 550.00	\$ 16,720.00	\$ 550.00	\$ 16,720.00	\$ 565.00	\$ 17,176.00
1.23 Removal of Sidewalk	SY	152	\$ 9.00	\$ 1,368.00	\$ 15.00	\$ 2,280.00	\$ 22.00	\$ 3,344.00
1.24 Removal of Driveway	SY	268	\$ 9.00	\$ 2,412.00	\$ 12.00	\$ 3,216.00	\$ 18.00	\$ 4,824.00
1.25 Sidewalk, PCC, 6"	SY	206	\$ 52.00	\$ 10,712.00	\$ 55.00	\$ 11,330.00	\$ 54.00	\$ 11,124.00

Description	Triple B Construction			Pirc-Tobin Construction, Inc.			Vieth Construction Corp.		
	Unit	Quantities	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
1.26 Remove and Reinstall Brick Sidewalk	SF	20	\$ 50.00	\$ 1,000.00	\$ 20.00	\$ 400.00	\$ 252.00	\$ 5,040.00	
1.27 Detectable Warning	SF	120	\$ 47.00	\$ 5,640.00	\$ 50.00	\$ 6,000.00	\$ 49.00	\$ 5,880.00	
1.28 Driveway, Paved, PCC, 6"	SY	292	\$ 52.00	\$ 15,184.00	\$ 55.00	\$ 16,060.00	\$ 54.00	\$ 15,768.00	
1.29 Driveway, Granular, 6"	Ton	7	\$ 50.00	\$ 350.00	\$ 35.00	\$ 245.00	\$ 68.00	\$ 476.00	
1.30 3" Milling	SY	2,364	\$ 6.00	\$ 14,184.00	\$ 1.00	\$ 2,364.00	\$ 6.00	\$ 14,184.00	
1.31 Pavement Removal	SY	1,322	\$ 12.50	\$ 16,525.00	\$ 15.00	\$ 19,830.00	\$ 24.00	\$ 31,728.00	
1.32 Temporary Traffic Control	LS	1	\$ 3,675.00	\$ 3,675.00	\$ 10,000.00	\$ 10,000.00	\$ 3,850.00	\$ 3,850.00	
1.33 Remove & Reinstall Traffic Signs	Ea.	4	\$ 150.00	\$ 600.00	\$ 150.00	\$ 600.00	\$ 136.00	\$ 544.00	
1.34 Hydraulic Seed, Fertiliz, & Mulch, Type 1	Ac	0.25	\$ 9,500.00	\$ 2,375.00	\$ 20,000.00	\$ 5,000.00	\$ 10,900.00	\$ 2,725.00	
1.35 Watering	Tgal	5	\$ 550.00	\$ 2,750.00	\$ 100.00	\$ 500.00	\$ 110.00	\$ 550.00	
1.36 Wattle, Mulch Sock, 9"	LF	80	\$ 5.00	\$ 400.00	\$ 10.00	\$ 800.00	\$ 11.00	\$ 880.00	
1.37 Saw Cutting Dust Control	LS	1	\$ 550.00	\$ 550.00	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00	
1.38 Construction Survey	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	
1.39 Mobilization	LS	1	\$ 34,000.00	\$ 34,000.00	\$ 43,850.00	\$ 43,850.00	\$ 30,000.00	\$ 30,000.00	
1.40 Maintenance of Postal Service	LS	1	\$ 1,200.00	\$ 1,200.00	\$ 50.00	\$ 50.00	\$ 2,100.00	\$ 2,100.00	
1.41 Concrete Washout	LS	1	\$ 650.00	\$ 650.00	\$ 500.00	\$ 500.00	\$ 675.00	\$ 675.00	
<b>Total Base Bid (Items 1.1 - 1.41)</b>				<b>\$ 385,854.50</b>		<b>\$ 389,893.25</b>		<b>\$ 425,411.50</b>	

Project: Construct 4th Street NW Reconstruction for the following unit and lump sum prices:

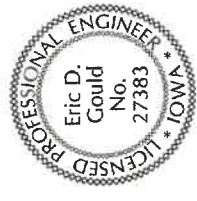
Bid No. 7  
Boomerang Corp.  
13225 Circle Drive Ste. A  
Anamosa, IA 52205

Bid No. 8  
Tschiggfrie Excavating, Co.  
425 Julien Dubuque Drive  
Dubuque, IA 52003

Description	Unit	Estimated		
		Quantities	Unit Price	Extended Price
1.1 Clearing and Grubbing	Unit	149	\$ 50.00	\$ 7,450.00
1.2 Topsoil, On-Site	CY	200	\$ 8.00	\$ 1,600.00
1.3 Topsoil, Off-Site	CY	100	\$ 70.00	\$ 7,000.00
1.4 Excav, Class 10, Roadway & Borrow	CY	314	\$ 40.00	\$ 12,560.00
1.5 Subgrade Preparation	SY	1,835	\$ 0.01	\$ 18.35
1.6 Granular Stabilization	Ton	367	\$ 40.00	\$ 14,680.00
1.7 Geogrid, TX-160	SY	602	\$ 6.00	\$ 3,612.00
1.8 Modified Subbase, 6"	CY	304	\$ 50.00	\$ 15,200.00
1.9 ST SWR, Trenched, Class 3 RCP, 15"	LF	48	\$ 100.00	\$ 4,800.00
1.10 ST SWR, Trenched, Class 3 RCP, 24"	LF	19	\$ 150.00	\$ 2,850.00
1.11 Removal of Storm Sewer < 36"	LF	57	\$ 10.00	\$ 570.00
1.12 Subdrain, Corrugated PE, 6"	LF	1,840	\$ 16.00	\$ 29,440.00
1.13 Subdrain Cleanout, Type A-2, 6"	Ea.	4	\$ 400.00	\$ 1,600.00
1.14 Subdrain Connect - Structure, CMP, 6"	Ea.	6	\$ 250.00	\$ 1,500.00
1.15 Intake, SW-501	Ea.	2	\$ 5,200.00	\$ 10,400.00
1.16 Intake, SW-504	Ea.	1	\$ 9,700.00	\$ 9,700.00
1.17 Intake, SW-504 (Mod)	Ea.	1	\$ 15,000.00	\$ 15,000.00
1.18 Remove Intake	Ea.	4	\$ 250.00	\$ 1,000.00
1.19 Curb And Gutter, 2.5', 6" Depth	LF	1,994	\$ 38.00	\$ 75,772.00
1.20 Pvm't, HMA, 1.5" & 3", Base, 1/2", ST	Ton	313	\$ 165.00	\$ 51,645.00
1.21 Pvm't, HMA, 1.5", Surface, 1/2", ST	Ton	194	\$ 135.00	\$ 26,190.00
1.22 Pavement, Asphalt Binder, PG 58-28S	Ton	30.4	\$ 600.00	\$ 18,240.00
1.23 Removal of Sidewalk	SY	152	\$ 10.00	\$ 1,520.00
1.24 Removal of Driveway	SY	268	\$ 12.00	\$ 3,216.00
1.25 Sidewalk, PCC, 6"	SY	206	\$ 80.00	\$ 16,480.00

<u>Description</u>	<u>Boomerang Corp.</u>			<u>Tschiggfrie Excavating, Co.</u>		
	<u>Unit</u>	<u>Quantities</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.26 Remove and Reinstall Brick Sidewalk	SF	20	\$ 20.00	\$ 400.00	\$ 100.00	\$ 2,000.00
1.27 Detectable Warning	SF	120	\$ 50.00	\$ 6,000.00	\$ 45.00	\$ 5,400.00
1.28 Driveway, Paved, PCC, 6"	SY	292	\$ 86.00	\$ 25,112.00	\$ 65.00	\$ 18,980.00
1.29 Driveway, Granular, 6"	Ton	7	\$ 50.00	\$ 350.00	\$ 40.00	\$ 280.00
1.30 3" Milling	SY	2,364	\$ 6.10	\$ 14,420.40	\$ 7.50	\$ 17,730.00
1.31 Pavement Removal	SY	1,322	\$ 16.00	\$ 21,152.00	\$ 10.00	\$ 13,220.00
1.32 Temporary Traffic Control	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 11,000.00	\$ 11,000.00
1.33 Remove & Reinstall Traffic Signs	Ea.	4	\$ 125.00	\$ 500.00	\$ 300.00	\$ 1,200.00
1.34 Hydraulic Seed, Fertiliz, & Mulch, Type 1	Ac	0.25	\$ 9,000.00	\$ 2,250.00	\$ 10,500.00	\$ 2,625.00
1.35 Watering	Tgal	5	\$ 500.00	\$ 2,500.00	\$ 550.00	\$ 2,750.00
1.36 Wattle, Mulch Sock, 9"	LF	80	\$ 5.00	\$ 400.00	\$ 6.00	\$ 480.00
1.37 Saw Cutting Dust Control	LS	1	\$ 4,200.00	\$ 4,200.00	\$ 2,000.00	\$ 2,000.00
1.38 Construction Survey	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00
1.39 Mobilization	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 50,000.00	\$ 50,000.00
1.40 Maintenance of Postal Service	LS	1	\$ 250.00	\$ 250.00	\$ 1,500.00	\$ 1,500.00
1.41 Concrete Washout	LS	1	\$ 250.00	\$ 250.00	\$ 1,200.00	\$ 1,200.00
<b>Total Base Bid (Items 1.1 - 1.41)</b>			<b>\$ 430,327.75</b>		<b>\$ 441,653.75</b>	

I hereby certify that this is a true tabulation of bids received on August 1, 2024 by the City of Mount Vernon, Iowa.



*[Signature]*  
Eric Gould, P.E.

Iowa License No. 27383  
My license renewal date is December 31, 2025



**RESOLUTION #8-5-2024B**

RESOLUTION ADOPTING PLANS,  
SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATE OF COSTS  
FOR  
THE LESTER BURESH CENTER GENERATOR PROJECT

WHEREAS, on the 15<sup>th</sup> day of July, 2024, the Mt. Vernon City Council adopted resolution #7-15-2024H establishing a public hearing date and approving the advertisement for bids for the Lester Buresh Center Generator Project, and

WHEREAS, a public hearing on said project was held by the Mt. Vernon City Council on the 5<sup>th</sup> day of August, 2024, and

WHEREAS, the plans, specifications, form of contract, and estimate of costs were filed with the City Clerk for the construction of certain public improvements described in general as the Lester Buresh Center Generator Project; more specifically described as:

The Lester Buresh Center Generator Project includes all labor, materials, and equipment necessary for excavation, backfill, PCC concrete equipment pads, furnishing and installing 150kW generator and automatic transfer switch, electrical work including conduit, cables, power wiring, and miscellaneous associated work including cleanup.

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

Section 1. That the said plans, specifications, form of contract and estimate of costs are hereby adopted as the plans, specifications, form of contract and estimate of costs for said public improvements, as described in general as the Lester Buresh Center Generator Project and more specifically described above.

PASSED and ADOPTED this 5<sup>th</sup> day of August, 2024

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

ATTEST:

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

**AGENDA ITEM # G – 3**

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

**DATE:** August 5, 2024

**AGENDA ITEM:** Resolution #8-5-2024C

**ACTION:** Motion

**SYNOPSIS:** The City of Mount Vernon does not have a housing inspection contract that would cover nuisance/health related issues within the home. Linn County Public Health has agreed to complete these inspections for the city at a rate of \$75.71 per hour. It should be noted that cases in which the City will need to utilize these services are rare, so I do not expect a major impact on the budget.

**BUDGET ITEM:** GF

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #8-5-2024C & Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024

**RESOLUTION #8-5-2024C**

**RESOLUTION APPROVING A 28E CONTRACTUAL AGREEMENT BETWEEN THE CITY OF MT. VERNON AND LINN COUNTY PUBLIC HEALTH FOR HOUSING AND NUISANCE ABATEMENT INSPECTIONS SERVICES**

WHEREAS, the City of Mount Vernon does not currently provide housing and nuisance abatement inspections for health related complaints, and

WHEREAS, the Linn County Public Health has knowledgeable personnel capable of completing housing and nuisance abatement inspections, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA, that the City of Mt. Vernon hereby agrees to the 28E agreement for housing and nuisance abatement inspections for health related complaints, and authorizes the Mayor to execute said agreement.

APPROVED this 5<sup>th</sup> day of August, 2024.

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

ATTEST: \_\_\_\_\_  
Marsha Dewell, City Clerk

**AGENDA ITEM # G – 4**

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

**DATE:** August 5, 2024

**AGENDA ITEM:** Resolution #8-5-2024D

**ACTION:** Motion

**SYNOPSIS:** Please see the enclosed resolution and staff report for the final plat of Spring Meadow Heights 3<sup>rd</sup> Addition. There has not been a significant deviation from the preliminary to the final plat.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #8-5-2024D

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024

**RESOLUTION NO. 8-5-2024D**

**RESOLUTION APPROVING THE FINAL PLAT OF THE SPRING MEADOW HEIGHTS  
THIRD ADDITION SUBDIVISION**

WHEREAS, the Mt. Vernon Planning and Zoning Commission voted to 4-0 to approve the final plat of the Spring Meadow Heights 3<sup>rd</sup> Addition to the City of Mt. Vernon, Iowa, and,

WHEREAS, there has not been significant changes to the plat since the preliminary plat approval by the City Council on August 21, 2017; and

WHEREAS, the developers have submitted the necessary accompanying materials as specified in Chapter 166.11 Final Plat Requirements,

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the Final Plat of Spring Meadow Heights 3<sup>rd</sup> Addition Subdivision as described and shown in Exhibit "A" attached hereto and made a part thereof by reference.

APPROVED and ADOPTED this 5<sup>th</sup> day of August, 2024.

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

ATTEST:

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

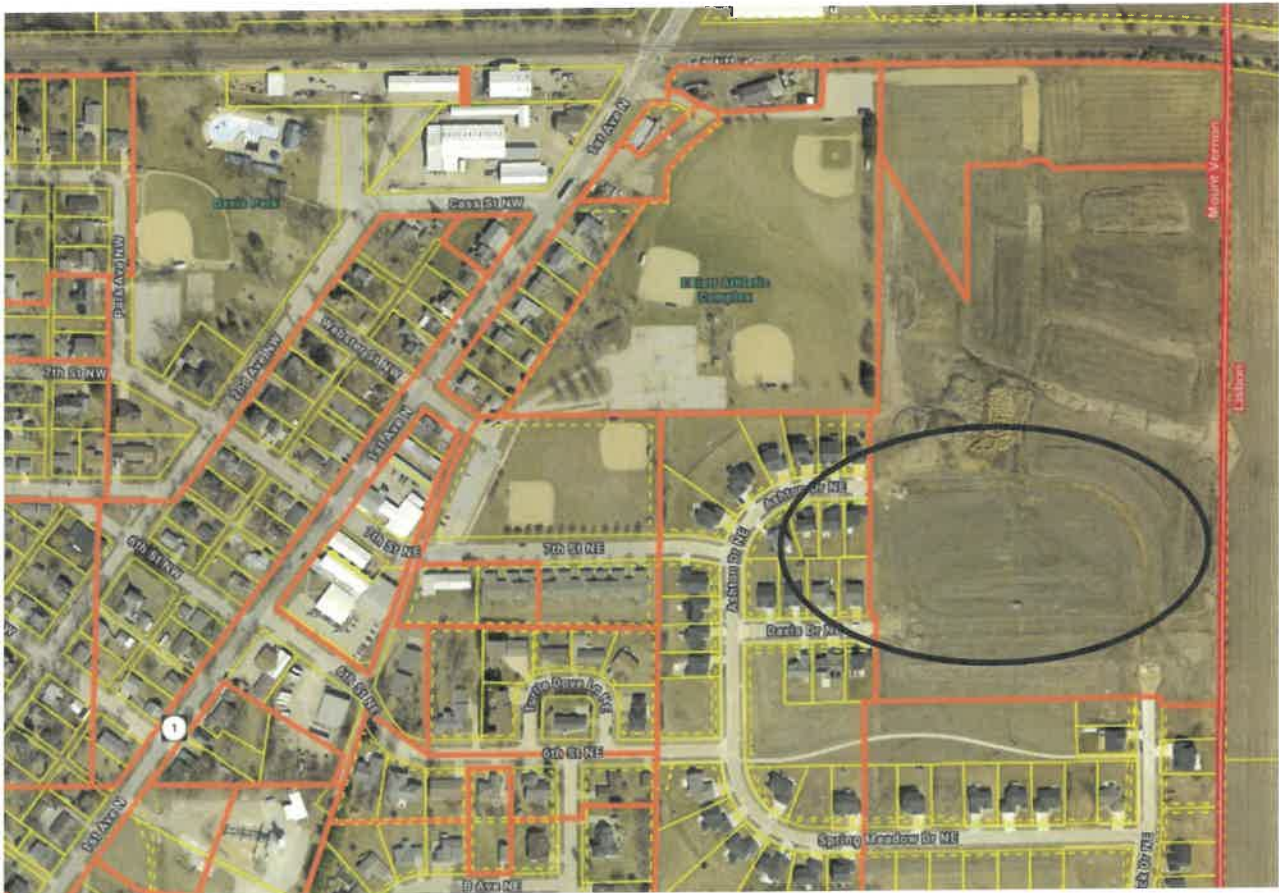


**PLANNING & ZONING COMMISSION**  
**July 17, 2024**  
**STAFF REPORT**

Prepared by: Leigh Bradbury, City Planner

**AGENDA ITEM:**        **Spring Meadow Heights, 3<sup>rd</sup> Addition**  
**Final Plat**

**Requested Action:**        Recommend approval of Final Plat to City Council  
**Applicant / Owner:**        Midwest Development Co.  
**Size:**                        5.52 acres  
**Location:**                    Northwest quadrant, north of 1<sup>st</sup> Street and east of Hwy 1



**Background Information:** The preliminary plat for Spring Meadow Heights, Additions 1-3 was approved by City Council on August 21, 2017. The last few lots in the 2<sup>nd</sup> addition are

currently for sale or under development, and the public improvements for this 3<sup>rd</sup> addition have been completed, passed inspection and are recommended for acceptance by City Council.

**Analysis:** One minor change has been noted from the Preliminary Plat. The north/south trail section has been moved westward by one lot on both the north and south side of Davis Drive NE. This change is inconsequential. The public improvements have passed inspection and are recommended for acceptance.

**Action Required:** Recommendation to City Council to 1) approve, 2) approve with modifications / conditions, or 3) disapprove the site plan.

**Staff Recommendation:** Approval of Final Plat

**Next Step:** City Council may 1) approve, 2) approve with modifications / conditions, or 3) disapprove the Final Plat.





**AGENDA ITEM # G – 5**

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

**DATE:** August 5, 2024

**AGENDA ITEM:** Resolution #8-5-2024E

**ACTION:** Motion

**SYNOPSIS:** Please see the attached resolution and recommendation of acceptance (may be handed out Monday) for the public improvements of the 3<sup>rd</sup> Addition to Spring Meadow Heights subdivision. Approval of this resolution will turn over maintenance and operation of the public utilities to the city.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #8-5-2024E

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024

**RESOLUTION NO. #8-5-2024E**

**RESOLUTION ACCEPTING PUBLIC IMPROVEMENT INSTALLATION FOR THE THIRD ADDITION TO THE SPRING MEADOW HEIGHTS SUBDIVISION**

WHEREAS, City Council passed Resolution #8-21-2017B, approving the preliminary plat of Spring Meadow Heights Subdivision and thereby granting permission for the Developer to proceed with the installation of improvements for the Spring Meadow Heights 3<sup>rd</sup> Addition (Phase 3) to the City of Mt. Vernon, Linn County, Iowa, and

WHEREAS, the City Engineer performed construction observation and determined the improvements including sanitary sewer, storm sewer, water main and street paving to be in conformance to design standards of the City of Mt. Vernon, and

WHEREAS, the Developer has submitted the proper maintenance bonds for the public improvements;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA, to accept the public improvements, including sanitary sewer, storm sewer, water main and street paving, for maintenance and operation in the Spring Meadow Heights (Phase 3) 3<sup>rd</sup> Addition Subdivision to the City of Mt. Vernon, Linn County, Iowa.

PASSED AND APPROVED this 5<sup>th</sup> day of August, 2024.

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

ATTEST:

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

**AGENDA ITEM # G – 6**

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

**DATE:** August 5, 2024

**AGENDA ITEM:** Resolution #8-5-2024F & Resolution #8-5-2024G

**ACTION:** Motion

**SYNOPSIS:** The following plats of survey are being created as part of the procurement process for Kwik Star. They will create a more in-depth plat once the two parcels are secured by Kwik Trip/Kwik Star.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #8-5-2024F & Resolution #8-5-2024G

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024

**RESOLUTION NO. 8-5-2024F**

**RESOLUTION APPROVING THE PLAT OF SURVEY #2856, PARCEL A ALTA  
SURVEY OF THE CITY OF MT. VERNON, IOWA**

WHEREAS, Kwik Star is looking to create an Alta Survey to outline and describe property that will be deeded to Kwik Trip/Kwik Star, and

WHEREAS, the applicant will complete additional minor subdivision requirements once the property is acquired per the minor subdivision regulations as specified in Chapter 166,

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the Plat of Survey #2856, Parcel A as described and shown in Exhibit "A" attached hereto and made a part thereof by reference.

APPROVED and ADOPTED this 5<sup>th</sup> day of August, 2024.

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

ATTEST:

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

# PLAT OF SURVEY No. 2856 PARCEL A

Recorder's Stamp

**Index Legend**  
**Location Description** Part of Parcel A, Plat of Survey No. 578 in the NE 1/4 of Section 16-  
 T82N-R5W, Linn County, Iowa  
**Requestor:** PAA-320, LLC  
**Proprietor:** PAA-320, LLC  
**Surveyor:** Kevin F. Bradshaw, LS  
**Surveyor Company:** Brain Engineering, Inc.  
**Return to:** SM Brain, 1540 Midland Ct NE Cedar Rapids, IA  
 52402 or mikeb@brain-eng.com (319) 294-9424

P.O.S. #143  
PARCEL B

P.O.S.

NE CORNER  
SECTION 16-T82N-R5W  
DRILLED HOLE  
BOOK 4638 PAGE 353

20' STORM SEWER  
EASEMENT  
BOOK 9682 PAGE 651

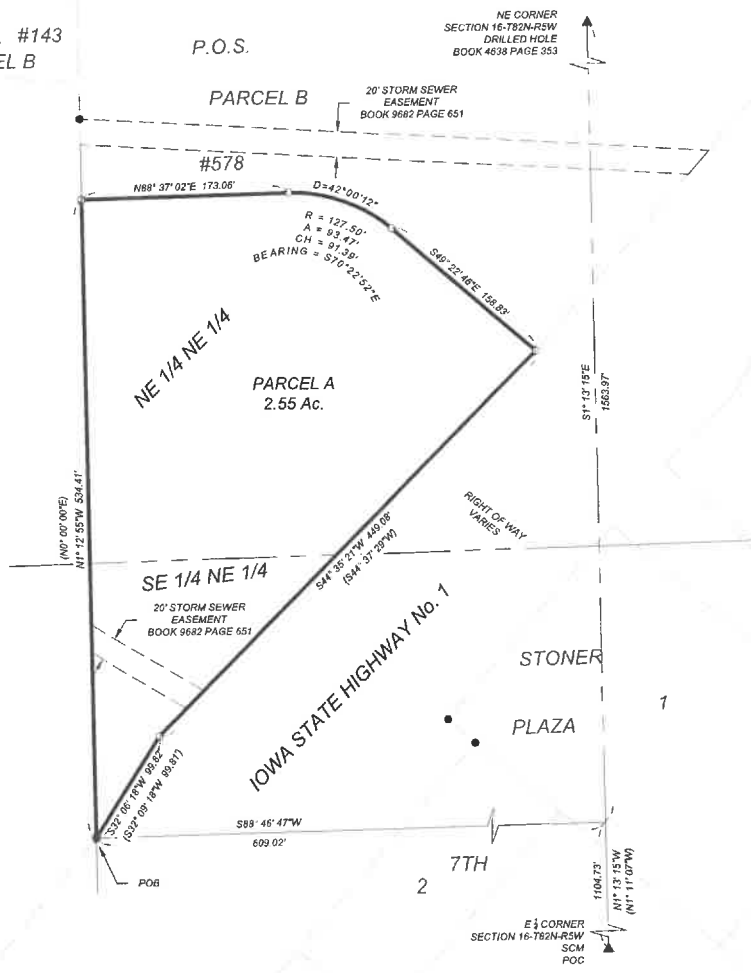
PARCEL B

#578

## LEGAL DESCRIPTION

A part of Parcel B, Plat of Survey No. 578 in the NE 1/4 NE 1/4 and SE 1/4 NE 1/4 all in Section 16-Township 82 North, Range 5 West of the 5th P.M., as recorded in Book 3680 Page 671, Office of the Recorder, Linn County, Iowa, described as follows:

Commencing as a point of reference at the E 1/4 corner of said Section 16;  
 thence N1°13'15"W along the east line of the NE 1/4 of said Section 16, 1104.73 feet;  
 thence S88°46'47"W, 609.02 feet to the intersection of the west right of way line of Iowa State Highway No. 1 and the west line of said Parcel B, which is the Point of Beginning;  
 thence N01°12'55"W along said west line, 534.41 feet;  
 thence N88°37'02"E, 173.06 feet;  
 thence E-ly on an arc of 93.47 feet of a 127.50-foot radius curve to the right, having a chord length of 91.39 feet bearing S70°22'52"E;  
 thence S49°22'46"E, 158.83 feet to said west right of way line;  
 thence S44°35'21"W along said west right of way line, 449.08 feet;  
 thence S32°06'18"W along said west right of way line, 99.82 feet to the Point of Beginning, containing 2.55 acres.



NOTES: ALL MEASUREMENTS IN FEET AND DECIMALS THEREOF.  
 AREA OF THIS PLAT IN THE SE 1/4 NE 1/4 IS 0.49 Ac.



I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.  
 Signed \_\_\_\_\_ Date \_\_\_\_\_

Kevin F. Bradshaw, L.S.  
 My License Renewal Date Is December 31, 2024  
 License Number 17543  
 Pages or sheets covered by this seat: THIS PAGE

- ▲ FOUND SECTION CORNER
- FOUND 1/2" REBAR W/DPC #19515 OR AS LABELED
- △ SET SECTION CORNER
- SET 1/2" REBAR W/ YPC #17543
- POB POINT OF BEGINNING
- ( ) RECORDED AS
- SCM 4"x 4" CONCRETE POST w/DISK
- POC POINT OF COMMENCEMENT
- YPC YELLOW PLASTIC CAP
- P.O.S. PLAT OF SURVEY
- BORDER
- CENTERLINE
- PROPERTY LINE
- SECTION LINE
- ADJACENT PROPERTY/ROW



DATE OF SURVEY: 6/8/24

Title:  
Project No:  
507124-10

## PLAT OF SURVEY No. 2856

PARCEL A



Drawn: SMB  
 6/11/24  
 Checked:  
 Book: DC  
 Scale: 1"=100'

**RESOLUTION NO. 8-5-2024G**

**RESOLUTION APPROVING THE PLAT OF SURVEY #2857, PARCEL A ALTA  
SURVEY OF THE CITY OF MT. VERNON, IOWA**

WHEREAS, Kwik Star is looking to create an Alta Survey to outline and describe property that will be deeded to Kwik Trip/Kwik Star, and

WHEREAS, the applicant will complete additional minor subdivision requirements once the property is acquired per the minor subdivision regulations as specified in Chapter 166,

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the Plat of Survey #2857, Parcel A as described and shown in Exhibit "A" attached hereto and made a part thereof by reference.

APPROVED and ADOPTED this 5<sup>th</sup> day of August, 2024.

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

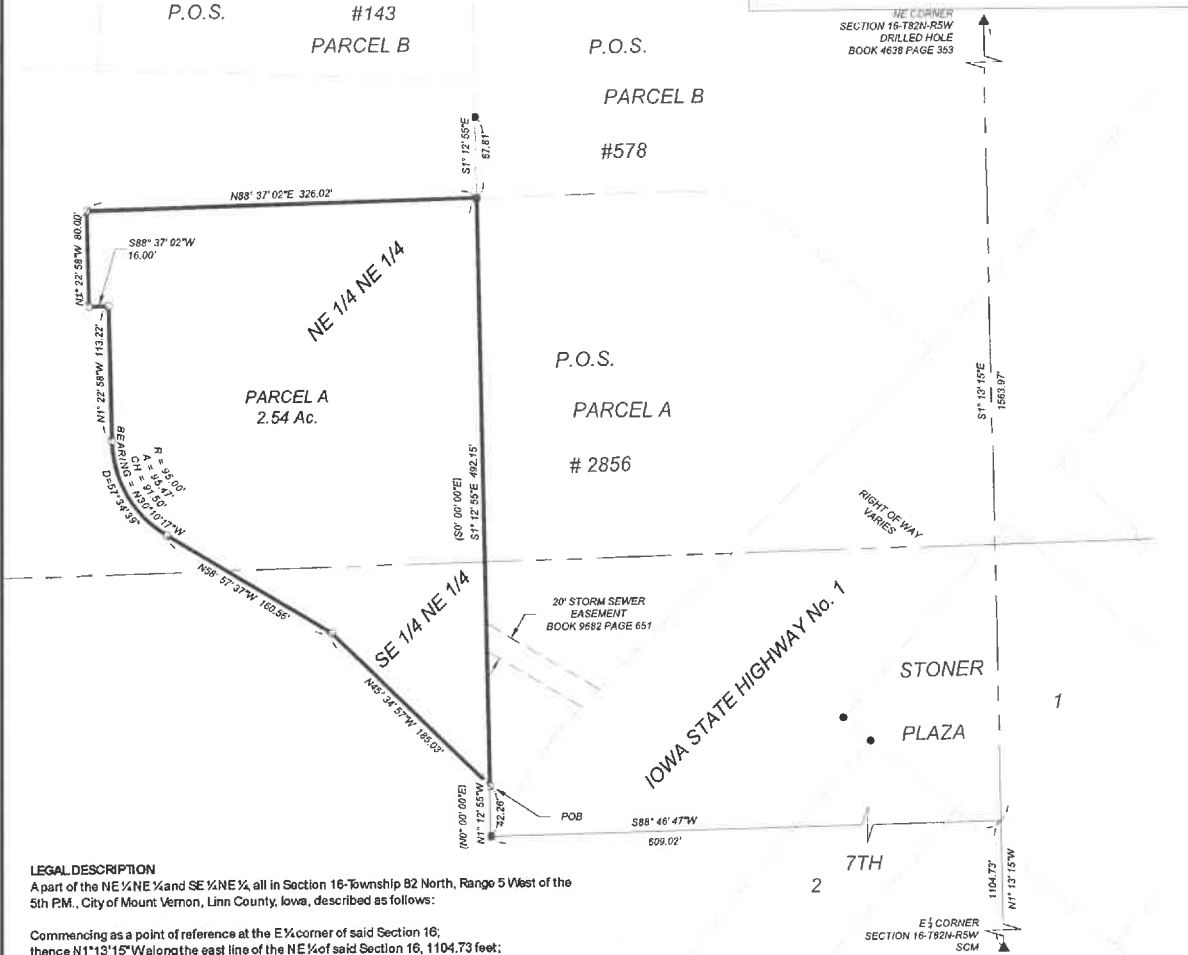
ATTEST:

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

# PLAT OF SURVEY No. 2857 PARCEL A

Recorder's Stamp

**Index Legend**  
**Location Description** Part of the NE 1/4 NE 1/4 and SE 1/4 NE 1/4 of Section 16-T82N-R5W, Linn County, Iowa  
**Requestor:** LRD Corp.  
**Proprietor:** LRD Corp.  
**Surveyor:** Kevin F. Bradshaw, LS  
**Surveyor Company:** Brain Engineering, Inc.  
**Return to:** SM Brain, 1540 Midland Ct NE Cedar Rapids, IA 52402 or mikeb@brain-eng.com (319) 294-9424



**LEGAL DESCRIPTION**  
 A part of the NE 1/4 NE 1/4 and SE 1/4 NE 1/4, all in Section 16-Township 82 North, Range 5 West of the 5th P.M., City of Mount Vernon, Linn County, Iowa, described as follows:

Commencing as a point of reference at the E 1/2 corner of said Section 16;  
 thence N11°13'15"W along the east line of the NE 1/4 of said Section 16, 1104.73 feet;  
 thence S88°46'47"W, 609.02 feet to the intersection of the west right of way line of Iowa State Highway No. 1 and the west line of Parcel A of Plat of Survey No. 2856;  
 thence N01°12'55"W along said west line, 42.26 feet to the Point of Beginning;  
 thence N45°34'57"W, 185.03 feet;  
 thence N58°57'37"W, 160.56 feet;  
 thence NW 1/4 on an arc of 95.47 feet of a 95.00-foot radius curve to the right, having a chord length of 91.50 feet bearing N30°10'17"W;  
 thence N01°22'58"W, 113.22 feet;  
 thence S88°37'02"W, 16.00 feet;  
 thence N01°22'58"W, 80.00 feet;  
 thence N88°37'02"E, 326.02 feet to said west line;  
 thence S01°12'55"E along said west line, 492.15 feet to the Point of Beginning, containing 2.54 acres.

**NOTES:** ALL MEASUREMENTS IN FEET AND DECIMALS THEREOF.  
 AREA OF THIS PLAT IN THE SE 1/4 NE 1/4 IS 0.42 Ac.

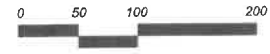


I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.  
 Signed \_\_\_\_\_ Date \_\_\_\_\_

Kevin F. Bradshaw, L.S.  
 My License Renewal Date Is December 31, 2024  
 License Number 17543  
 Pages or sheets covered by this set: THIS PAGE

**LEGEND**

- ▲ FOUND SECTION CORNER
- FOUND 1/2" REBAR W/OPC #19515 OR AS LABELED
- △ SET SECTION CORNER
- SET 1/2" REBAR W/ YPC #17543
- POB POINT OF BEGINNING
- ( ) RECORDED AS
- BORDER
- - - CENTERLINE
- PROPERTY LINE
- - - SECTION LINE
- - - ADJACENT PROPERTY/ROW
- SCM 4"x 4" CONCRETE POST W/DISK
- POC POINT OF COMMENCEMENT
- YPC YELLOW PLASTIC CAP
- P.O.S. PLAT OF SURVEY



DATE OF SURVEY: 6/8/24

Title: **PLAT OF SURVEY No. 2857**  
 Project No: 507124-10  
 PARCEL A



Drawn: SMB Book: DC  
 6/11/24  
 Checked: \_\_\_\_\_ Scale: 1"=100'



**AGENDA ITEM # G – 8**

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

**DATE:** August.5, 2024

**AGENDA ITEM:** Resolution #8-5-2024H

**ACTION:** Motion

**SYNOPSIS:** The pool renovation project has finally reached the public bidding phase. This resolution establishes the public hearing and bid dates for the project as well as ordering the construction of said improvements.

**BUDGET ITEM:** Bond

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #8-5-2024H

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024

## **RESOLUTION #8-5-2024H**

### **RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, APPROVING PRELIMINARY PLANS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR FOR IMPROVEMENTS KNOWN AS THE 2024 MOUNT VERNON POOL IMPROVEMENTS PROJECT**

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the 2024 Mount Vernon Pool Improvement 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 2024 Mount Vernon Pool Improvement 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:

The 2024 Mount Vernon Pool Improvement Project includes all labor, materials, and equipment necessary for gutter grating replacement, diving board replacement, basin coating, installation of fiberglass water slides, installation of shallow water play structure, replacement of water heater system, 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 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 **September 3, 2024** meeting at the Mt. Vernon City Hall (213 First Street NW.), The date for receiving bids is hereby fixed as August 29, 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 **September 3, 2024**, at 6:30 p.m., at the Mt. Vernon City hall 213 First 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 \_\_\_\_\_, 2024.

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

ATTEST:

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

**AGENDA ITEM # G – 9**

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

**DATE:** August 5, 2024

**AGENDA ITEM:** Resolution #8-5-2024I

**ACTION:** Motion

**SYNOPSIS:** The enclosed plat of survey is creating two small parcels that will be included with existing buildings (Yock's and Plentiful Pantry). This is considered a minor boundary change per code as the landowner is not creating new buildable lots.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #8-5-2024I

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024

**RESOLUTION NO. 8-5-2024I**

**RESOLUTION APPROVING THE PLAT OF SURVEY #2870, PARCEL A MINOR  
BOUNDARY CHANGE TO THE CITY OF MT. VERNON, IOWA**

WHEREAS, Greg Raupp is seeking to transfer 0.5 acres of property to two adjacent property owners, and

WHEREAS, the minor boundary change will not create additional lots as defined in Chapter 166.07 (B),

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the Plat of Survey #2870, Parcel A as described and shown in Exhibit "A" attached hereto and made a part thereof by reference.

APPROVED and ADOPTED this 5<sup>th</sup> day of August, 2024.

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

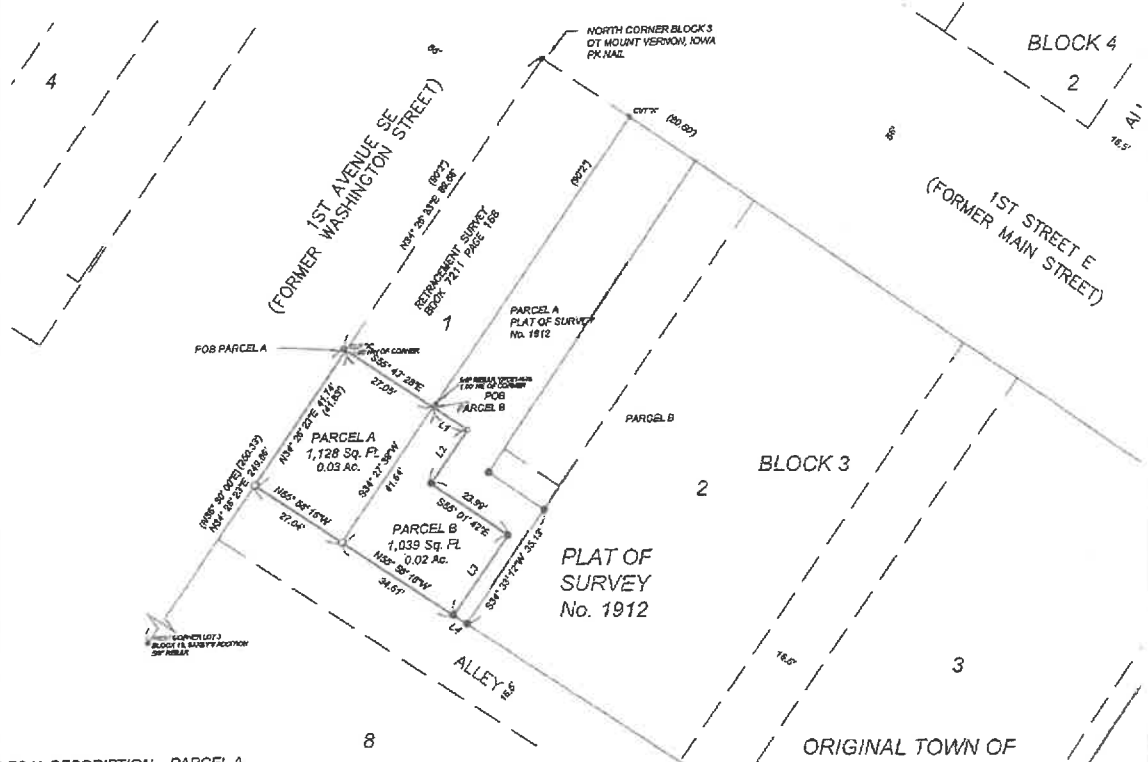
ATTEST:

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

# PLAT OF SURVEY No. 2870 PARCELS A AND B

**Index Legend**  
 Location Description: Part of Block 3, O.T. Mt. Vernon, Linn County, Iowa  
 Requestor: RALPH-SMITH FAMILY REV TRUST  
 Proprietor: RALPH-SMITH FAMILY REV TRUST  
 Surveyor: Kevin F. Bradshaw, P.S., L.S.  
 Surveyor Company: Brain Engineering, Inc.  
 Return to: SM Brain, 1540 Midland CINE Cedar Rapids, IA 52402 or mbrak@brain-eng.com (319) 294-9424

Recorder's Stamp:



**LEGAL DESCRIPTION - PARCEL A**  
 A part of Lot 1, Block 3, Original Town of Mount Vernon, Linn County, Iowa described as follows:

Commencing as a point of reference at the NW Corner of said Lot 1;  
 thence S34°26'23"W, 89.66 feet to the Point of Beginning;  
 thence S55°43'28"E, 27.05 feet to the SW Corner of Parcel A, Plat of Survey No. 1912;  
 thence S34°27'38"W, 41.64 feet to the north right of way line of a 16.50-foot alley;  
 thence N55°56'16"W along said north right of way line, 27.04 feet;  
 thence N34°26'23"E, 41.74 feet to the Point of Beginning, containing 0.03 acres.

**LEGAL DESCRIPTION - PARCEL B**  
 A part of Lot 1, Block 3, Original Town of Mount Vernon, Linn County, Iowa described as follows:

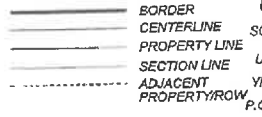
Commencing as a point of reference at the NW Corner of said Lot 1;  
 thence S34°26'23"W, 89.66 feet;  
 thence S55°43'28"E, 27.05 feet to the SW Corner of Parcel A, Plat of Survey No. 1912 and the Point of Beginning;  
 thence S55°43'28"E along the south line of said Parcel A, 10.66 feet;  
 thence S34°27'38"W along said south line, 16.58 feet;  
 thence S55°01'42"E along said south line, 23.99 feet;  
 thence S34°33'12"W along said south line, 24.64 feet to the north line of a 16.50-foot alley;  
 thence N55°56'16"W along said north right of way line, 34.61 feet;  
 thence N34°27'38"E, 41.64 feet to the Point of Beginning, containing 0.02 acres.  
 NOTES: ALL MEASUREMENTS IN FEET AND DECIMALS THEREOF.



I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.  
 Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Kevin F. Bradshaw, L.S.  
 My License Renewal Date is December 31, 2024  
 License Number 17543  
 Pages or sheets covered by this seal: THIS PAGE

Line #	Length	Direction
L1	10.66	S55°43'28"E
L2	16.58	S34°27'38"W
L3	24.64	S34°33'12"W
L4	4.00	N55°26'48"W

- ▲ FOUND SECTION CORNER
- FOUND 1/2" REBAR OR AS LABELED
- △ SET SECTION CORNER
- SET 1/2" REBAR W/ YPC #17543
- POB POINT OF BEGINNING
- 0 RECORDED AS
- SCM 4"x 4" CONCRETE POST w/DISK
- UE UTILITY EASEMENT
- YPC YELLOW PLASTIC CAP
- P.O.S. PLAT OF SURVEY



DATE OF SURVEY: 7/6/2024

Title:  
673224-10

## PLAT OF SURVEY No. 2870

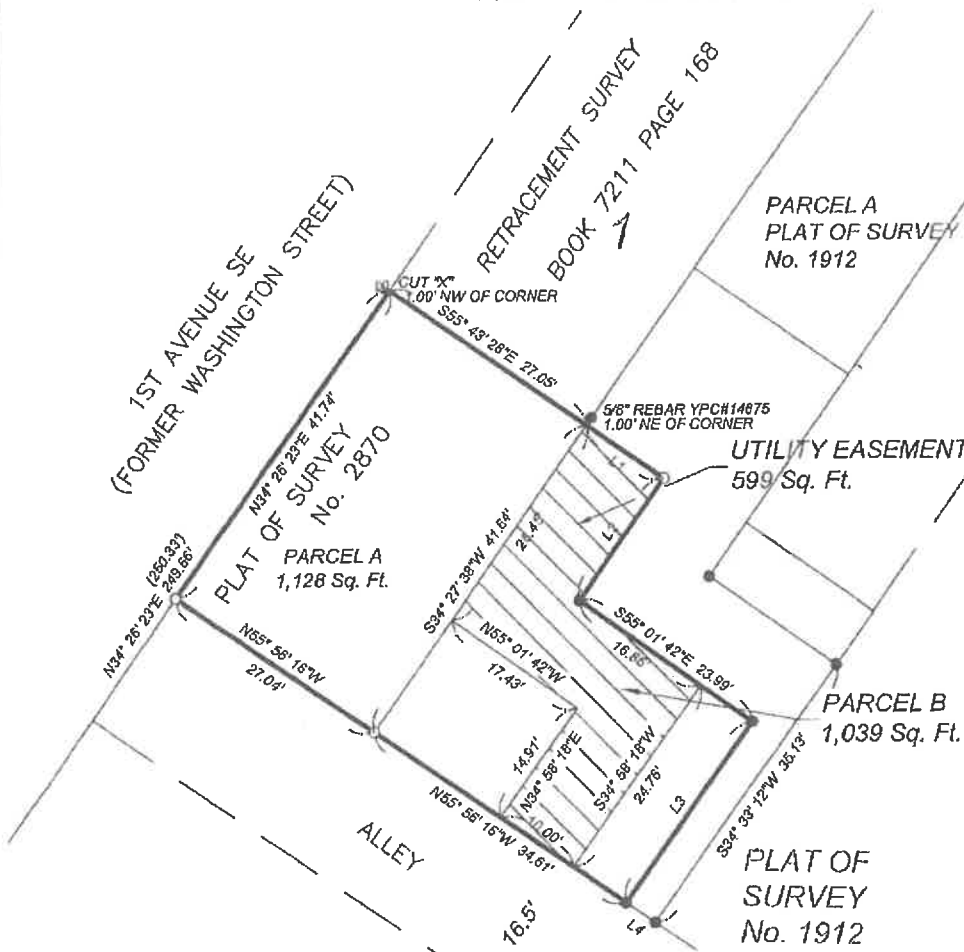
PARCELS A AND B



Drawn: SMB	Book: DC
7/25/24	Scale: 1"=30'
Checked: <i>[Signature]</i>	
7/30/24	

# EXHIBIT A UTILITY EASEMENT

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- POT POINT OF TERMINATION
- FOUND 1/2" REBAR OR AS LABELED
- ( ) RECORDED AS
- UE UTILITY EASEMENT
- YPC YELLOW PLASTIC CAP



**LEGAL DESCRIPTION**  
 A part of Parcel B, Plat of Survey No. 2870, in the City of Mount Vernon, Iowa described as follows:

Parcel Line Table		
Line #	Length	Direction
L1	10.66	S55°43'28"E
L2	16.58	S34°27'38"W
L3	24.64	S34°33'12"W
L4	4.00	N55°26'48"W

Beginning at the NW Corner of said Parcel B;  
 thence S55°43'28"E along the north line of said Parcel B, 10.66 feet;  
 thence S34°27'38"W along said north line, 16.58 feet;  
 thence S55°01'42"E along said north line, 16.86 feet;  
 thence S34°58'18"W, 24.76 feet to the south line of said Parcel B;  
 thence N55°56'16"W along said south line, 10.00 feet;  
 thence N34°58'18"E, 14.91 feet;  
 thence N55°01'42"W, 17.43 feet to the west line of said Parcel B;  
 thence N34°27'38"E along said west line, 26.45 feet to the Point of Beginning, containing 0.01 acres.

DATE OF SURVEY: 6/10/24

Project No.  
617324-10

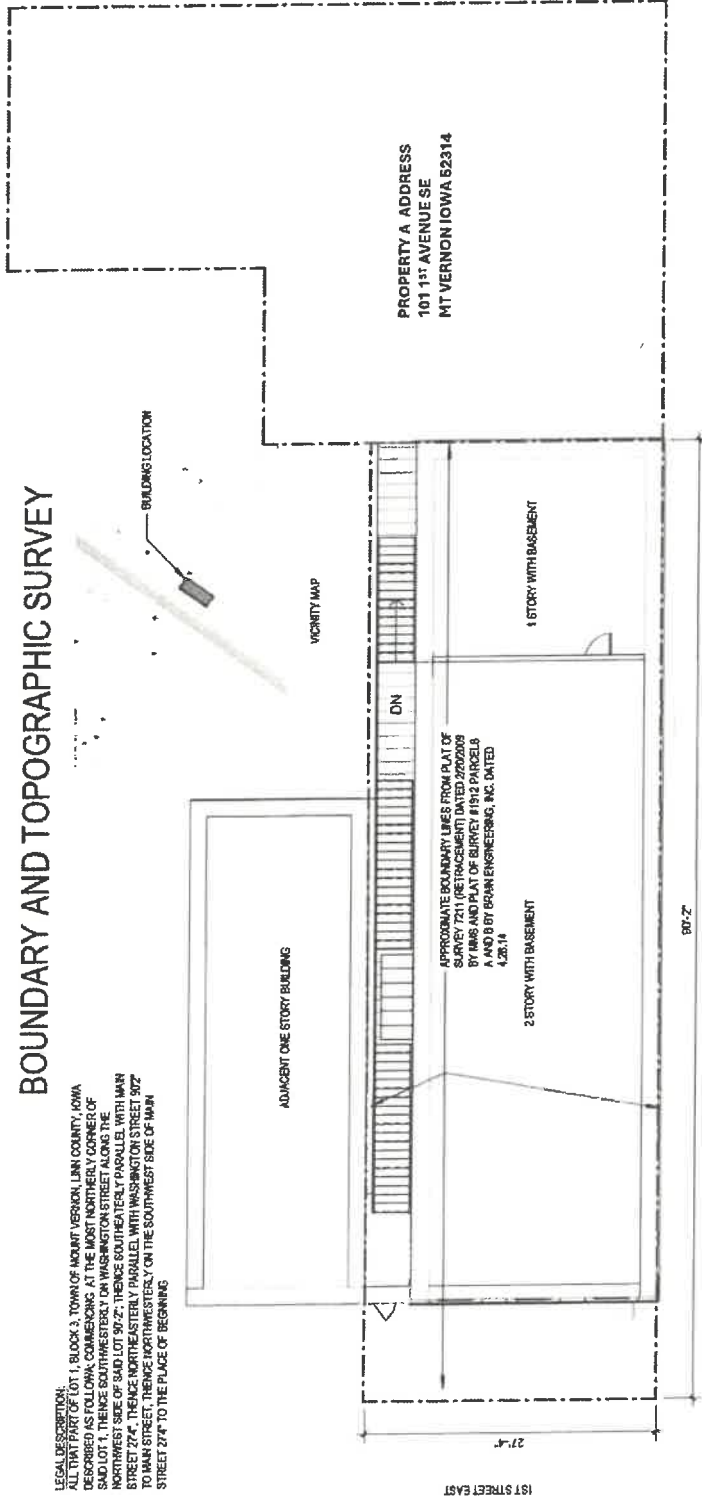


Drawing Title:

**EXHIBIT A**  
UTILITY EASEMENT

# EXISTING PROPERTY BOUNDARY BOUNDARY AND TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION: ALL THAT PART OF LOT 1, BLOCK 3, TOWN OF MOUNT VERNON, LINN COUNTY, IOWA, ALIQUANT PART OF LOT 1, BLOCK 3, TOWN OF MOUNT VERNON, LINN COUNTY, IOWA DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 1, THENCE SOUTHWESTERLY BY WASHINGTON STREET ALONG THE NORTHWEST SIDE OF SAID LOT 90'-2", THENCE SOUTHEASTERLY PARALLEL WITH MAIN STREET 27'-4", THENCE NORTHEASTERLY PARALLEL WITH WASHINGTON STREET 90'-2" TO MAIN STREET, THENCE NORTHWESTERLY ON THE SOUTHWEST SIDE OF MAIN STREET 27'-4" TO THE PLACE OF BEGINNING.



I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly registered architect under the laws of the State of Iowa.

Wade Squiers  
Date June 30, 2025  
Registration expires November 07, 2011

Date issued

06574

REGISTERED PROFESSIONAL ARCHITECT  
IOWA  
9.6.21

WADE R. SQUIERS

CYNELAJE SMITH & GREGORY PAUPEP

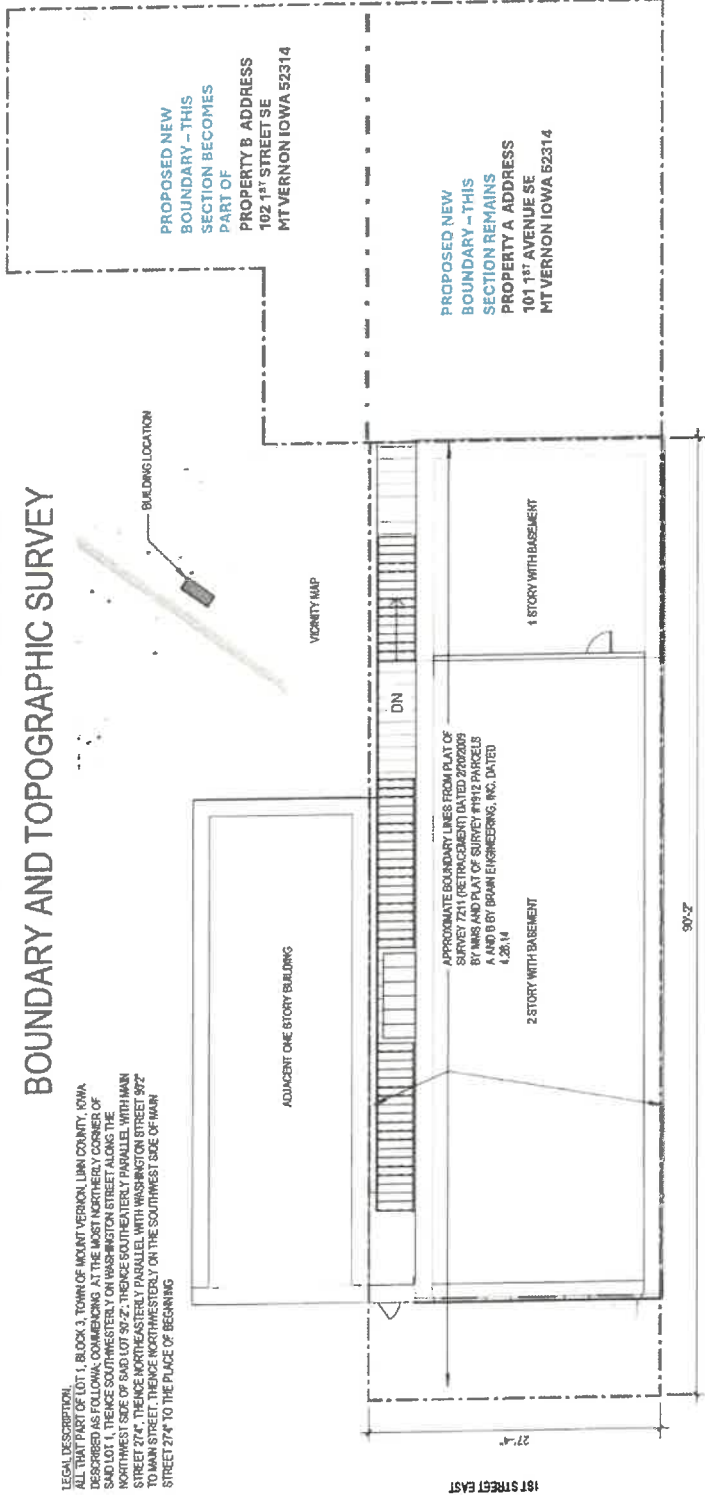
PROPERTY ADDRESS  
100 1ST STREET EAST  
MT VERNON, IOWA 52314



# NEW BOUNDARY PROPOSAL

## BOUNDARY AND TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION:  
 ALL THAT PART OF LOT 1, BLOCK 3, TOWN OF MOUNT VERNON, LINN COUNTY, IOWA,  
 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF  
 SAID LOT 1, THENCE SOUTHWESTERLY ON WASHINGTON STREET ALONG THE  
 NORTHWEST SIDE OF SAID LOT 50'-2", THENCE SOUTHEASTERLY PARALLEL WITH MAIN  
 STREET 274", THENCE NORTHEASTERLY PARALLEL WITH WASHINGTON STREET 992"  
 TO MAIN STREET, THENCE NORTHEASTERLY ON THE SOUTHWEST SIDE OF MAIN  
 STREET 274" TO THE PLACE OF BEGINNING



PROPOSED NEW  
 BOUNDARY - THIS  
 SECTION BECOMES  
 PART OF  
 PROPERTY B ADDRESS  
 102 1<sup>ST</sup> STREET SE  
 MTVERNON IOWA 52314

PROPOSED NEW  
 BOUNDARY - THIS  
 SECTION REMAINS  
 PROPERTY A ADDRESS  
 101 1<sup>ST</sup> AVENUE SE  
 MTVERNON IOWA 52314

APPROXIMATE BOUNDARY LINES FROM PLAT OF  
 SURVEY 7211 (RETRACEMENT DATED 2/20/2009  
 BY WMS AND PLAT OF SURVEY #112 PARCELS  
 A AND B BY BRAUN ENGINEERING, INC. DATED  
 4/28/14

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly registered architect under the laws of the State of Iowa.

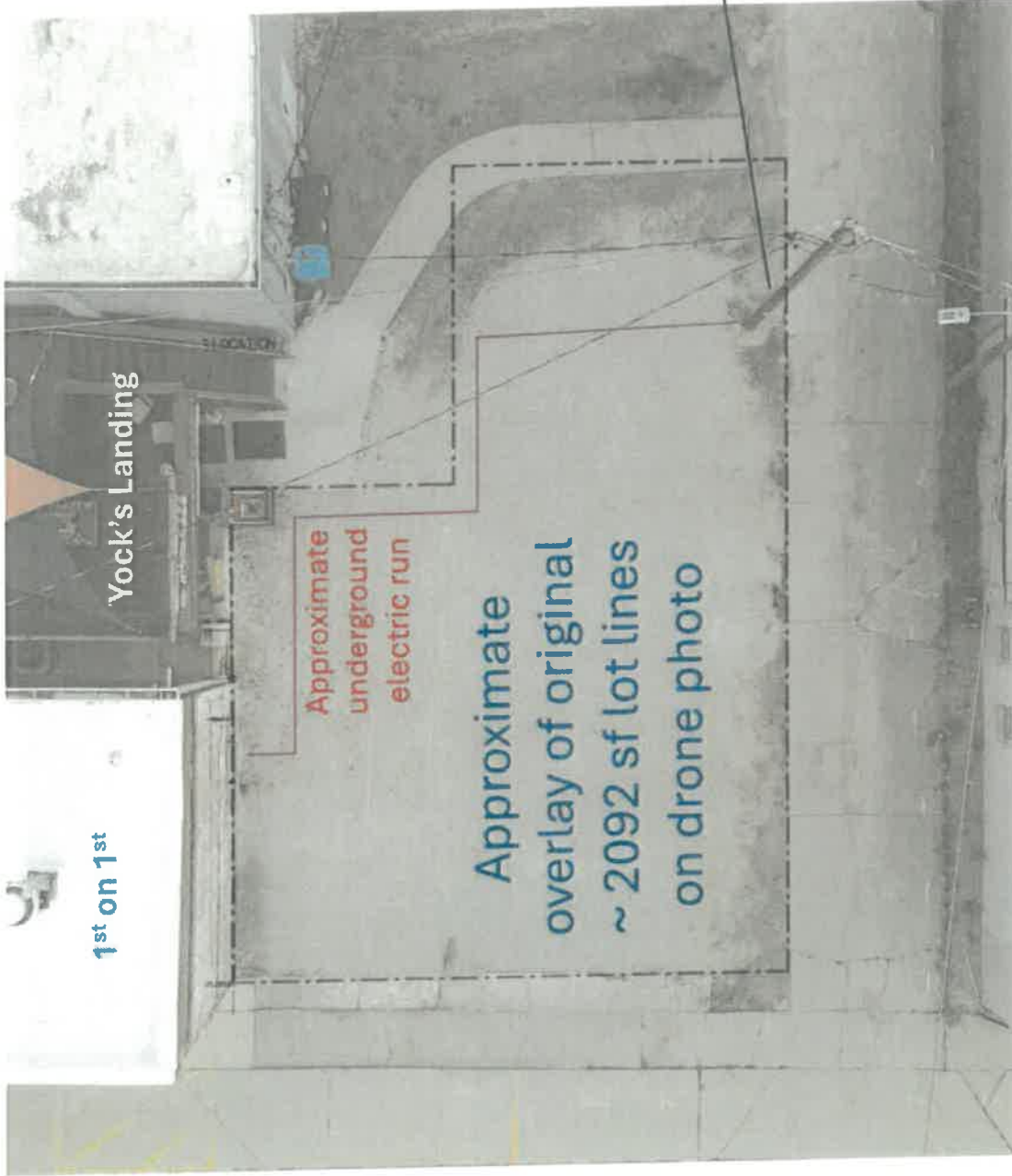
*Wade R. Squiers*

Wade R. Squiers  
 June 30, 2025  
 Registration expires

Date  
 November 07, 2011  
 Date issued

WADE R. SQUIERS/08574

DANIELA DE SMITH & GREGORY RAUPP  
 PROPERTY ADDRESS  
 101 1<sup>ST</sup> STREET SE  
 MTVERNON IOWA 52314



1st on 1st

Yock's Landing

Approximate  
underground  
electric run

Approximate  
overlay of original  
~ 2092 sf lot lines  
on drone photo

Utility pole  
Note there is an  
underground  
electrical service  
line to 1st on 1st  
approx. on red line



~48% of original lot

Remaining

new lot line to run S from existing lot line at bldg. edge straight to alley

# CITY OF MOUNT VERNON, IA

213 First Street NW  
Mount Vernon, IA 52314  
Phone: (319) 895-8742 Fax: (319) 895-6108

## MINOR BOUNDARY CHANGE APPLICATION

The undersigned is/are the owner(s) of property located in the incorporated area of Mount Vernon, Iowa, and request approval by the Zoning Administrator of a minor boundary change between said properties pursuant to attached Section 166.07(A) of the City of Mt. Vernon Subdivision Ordinance.

PROPERTY "A"	PROPERTY "B"
Owner: Raupp-Smith Family Revocable Trust	Owner: Southside International, LLC
Daytime Phone: (480) 882-8559	Daytime Phone: (319) 533-7042
Address of Property: 101 First Avenue SE, Mt. Vernon	Address of Property: 102 First Street SE, Mt. Vernon
Brief Legal: Parcel 171031700500000	Brief Legal: P.O.S #1912 Parcel A
Current Zoning: mixed use	Current Zoning: commercial
Use: vacant lot	Use: restaurant/bar (Yock's Landing)

Reason for Request: lot boundary awkwardly constrains deliveries, maintenance, events and day-to-day operations at Yock's

---

---

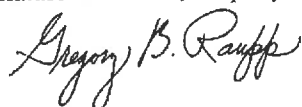
---

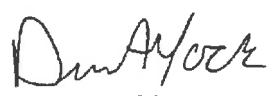
Will this minor boundary change create any additional lots or parcels? Yes \_\_\_ No

Please Indicate if Property "A" is involved in any of the following:  
Bankruptcy\_\_\_ Contract\_\_\_ Civil Suit\_\_\_ Foreclosure\_\_\_ N/A

Please Indicate if Property "B" is involved in any of the following:  
Bankruptcy\_\_\_ Contract\_\_\_ Civil Suit\_\_\_ Foreclosure\_\_\_ N/A

A plat of survey prepared by a Land Surveyor licensed in the State of Iowa and a site plan must be submitted. Please see attached instructions for site plan requirements. This application, the fee, copies of notice to parties of interest, and the site plan must be submitted at the same time. If any of these items are absent, the application will be considered incomplete and will not be accepted.

Signature of Owner, Property "A"  
  
Date: July 31, 2024

Signature of Owner, Property "B"  
  
Date: July 31, 2024

**AGENDA ITEM # G – 10**

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

**DATE:** August 5, 2024

**AGENDA ITEM:** Resolution #8-5-2024J

**ACTION:** Motion

**SYNOPSIS:** This resolution tends to get overlooked often as it's only approved every two years. In a better late than never moment, I am asking you to approve the resolution designating The Sun newspaper as the official newspaper for publications.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #8-5-2024J

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024

RESOLUTION #8-5-2024J

A Resolution designating The Sun as the official newspaper for publications for the City of Mount Vernon from January 1, 2024 to December 31, 2025.

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_ to \_\_\_\_\_  
Resolution #8-5-2024J

Resolution #8-5-2024J \_\_\_\_\_ on August 5, 2024, by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL  
MOUNT VERNON, IOWA

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

ATTEST:

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

## **J. Motions for Approval**

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, AUGUST 5, 2024

IA COMMUNITIES ASSURANCE POOL	PROPERTY/VEHICLE INSURANCE	179,835.00
FERGUSON WATERWORKS	REMOTE READ METER PROJECT	163,041.25
PAYROLL	CLAIMS	152,191.71
LYNCH FORD-LYNCH CHEVROLET	2024 SILVERADO 2500HD-FD LEVY	55,587.00
FERGUSON WATERWORKS	REMOTE READ METER PROJECT	15,400.79
HUBSPOT INC	ANNUAL SUBSCRIPTION-ALL DEPTS	13,152.73
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	12,966.89
FREEDOM BUILDINGS INC	DEPOSIT-SALT SHED BRYANT RD	10,542.04
JEO CONSULTING	DOWNTOWN STREETScape-LOST III	9,433.60
COMMUNITY DEVELOPMENT GROUP	HOTEL/MOTEL TAX-ECON DEV	8,997.94
FERGUSON WATERWORKS	REMOTE READ METER PROJECT	7,996.39
ALLIANT ENERGY	ENERGY USAGE-SEW	7,029.51
WIENEKE LAND SOLUTIONS	FERTILIZER/WEED CONTROL-P&REC	6,610.00
FERGUSON WATERWORKS	REMOTE READ METER PROJECT	6,230.98
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	5,132.55
WATER SOLUTIONS UNLIMITED INC	CHEMICALS-WAT	4,805.00
ALLIANT ENERGY	ENERGY USAGE-WAT	4,377.39
LINN CO-OP OIL CO	FUEL-PW	3,497.34
RICHARD BURROUGHS	CEMETERY MAINT	3,030.00
ALLIANT ENERGY	ENERGY USAGE-POOL	2,081.96
NIGHT SHIFT LLC	CLEANING SERVICE-PD	1,735.68
ONE BEAT MEDICAL & TRAINING	ZOLL AED-PD	1,503.75
SPRINGVILLE READY MIX	STREET PATCHING-RUT	1,460.00
AFFORDABLE HEATING & COOLING	HVAC MAINT-CITY HALL	1,328.23
IOWA SOLUTIONS INC	MONTHLY MAINT-ALL DEPTS	1,245.00
AHLERS & COONEY P.C.	LEGAL FEES-LMI CHI	1,230.00
AMERICAN RED CROSS	TRAINING-POOL	1,127.00
KIECKS	UNIFORMS-PD	1,073.00
PITNEY BOWES	METER POSTAGE-ALL DEPTS	1,000.00
LAW ENFORCEMENT TARGETS INC	TARGETS-PD	949.71
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	925.16
NIGHT SHIFT LLC	CLEANING SERVICE-CITY HALL	904.15
AMERICAN PLANNING ASSOCIATION	MEMBERSHIP-ALL DEPTS	904.00
DE NOVO MARKETING	WEBSITE/HUBSPOT SUPPORT-ALL DEPTS	825.00
ALLIANT ENERGY	ENERGY USAGE-FD	818.29
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-LBC	712.00
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	633.06
ALLIANT ENERGY	ENERGY USAGE-P&REC	606.85
BRADY LANHAM	HERITAGE DAYS POWER-CDG	560.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-P&A	543.33
CAUSE TEAM	SAFETY SUPPLIES-ALL DEPTS	510.00
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-LBC	447.07
MEDIACOM	PHONE/INTERNET-CITY HALL	428.37
TRUENORTH COMPANIES	EMPLOYEE THEFT/FORGERY POLICY	425.00
ALLIANT ENERGY	ENERGY USAGE-RUT	424.83
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-PD	378.62
BAUMAN AND COMPANY	UNIFORMS-ALL DEPTS	345.50
DE NOVO MARKETING	WEBSITE SUPPORT-LBC	325.00
MEDIACOM	PHONE/INTERNET-PW	322.33
ALLIANT ENERGY	ENERGY USAGE-CITY HALL	311.41
P&K MIDWEST INC	EQUIP MAINT-RUT	298.40
MEDIACOM	PHONE/INTERNET-FD	293.41
CENTRAL IOWA DISTRIBUTING	SUPPLIES-CITY HALL	281.00
LINN COUNTY PUBLIC HEALTH	INSPECTION-POOL	270.00
CARQUEST OF LISBON	VEHICLE/EQUIP MAINT-ALL DEPTS	268.32
CURTIS ENGLISH	PORTABLE RR RENTALS-P&REC	260.00



CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, AUGUST 5, 2024

CITY LAUNDERING CO	SERVICES-LBC	253.92
CITY LAUNDERING CO	SERVICES-LBC	253.92
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	215.28
IOWA ONE CALL	LOCATES-WAT,SEW	200.70
RICKARD SIGN AND DESIGN CORP	SIGN-LBC	185.00
AHLERS & COONEY P.C.	LEGAL FEES-P&A	182.50
US CELLULAR	CELL PHONE-P&REC.WAT.SEW	181.90
MARTIN EQUIPMENT	LOADER REPAIRS-PW	159.86
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-LBC	130.38
SHERWIN WILLIAMS CO.	PAINT/SUPPLIES-PD	118.88
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT,SEW,GB	117.52
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-POOL	108.77
STAPLES INC	SUPPLIES-P&A	104.70
CENTRAL IOWA DISTRIBUTING	SUPPLIES-POOL	103.00
AMAZON CAPITAL SERVICES	SUPPLIES-POOL	100.48
AMAZON CAPITAL SERVICES	UNIFORMS-ALL DEPTS	99.98
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	98.00
LYNCH FORD-LYNCH CHEVROLET	VEHICLE MAINT-PD	91.75
IOWA LAW ENFORCEMENT ACADEMY	TRAINING-PD	90.00
P&K MIDWEST INC	EQUIP MAINT-PW	87.28
LORI BOREN	MILEAGE-ALL DEPTS	84.42
CITY LAUNDERING CO	SERVICES-CITY HALL	79.69
CITY LAUNDERING CO	SERVICES-CITY HALL	79.69
ALLIANT ENERGY	ENERGY USAGE-LBC	77.82
ALLIANT ENERGY	ENERGY USAGE-RUT,P&A,WAT,SEW	76.61
SHERWIN WILLIAMS CO.	PAINT-RUT	73.99
PRESTO-X	PEST CONTROL-FD	73.81
ST LUKE'S WORK WELL SOLUTIONS	DRUG TESTING-PW	70.00
STAPLES INC	SUPPLIES-P&A	65.79
PRESTO-X	PEST CONTROL-CITY HALL	63.80
LYNCH FORD-LYNCH CHEVROLET	VEHICLE MAINT-PW	63.68
ALLIANT ENERGY	ENERGY USAGE-PD	62.11
PRESTO-X	PEST CONTROL-PD	62.00
LYNCH FORD-LYNCH CHEVROLET	VEHICLE MAINT-PD	61.23
AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	58.94
STAPLES INC	SUPPLIES-P&A	57.56
BANKCARD 8076	REFUND-LBC,POOL	57.00
ALLIANT ENERGY	ENERGY USAGE-SIRENS	50.13
CHRISTOPHER BROWN	CLEANING SERVICES-FD	45.00
HAWKINS INC	CHEMICALS-WAT	40.00
BANKCARD 8076	REFUND-POOL	33.00
KENDRIA SCRIVER	INSTRUCTOR-LBC	31.50
AMAZON CAPITAL SERVICES	SUPPLIES-POOL	29.74
CARRICO AQUATIC RESOURCES INC	CHEMICALS-POOL	28.52
MOUNT VERNON ACE HARDWARE	SUPPLIES-FD	27.99
ALLIANT ENERGY	ENERGY USAGE-RUT,WAT,SEW,SW	26.55
ALLIANT ENERGY	ENERGY USAGE-SW	26.38
STAPLES INC	SUPPLIES-P&A	23.28
ALLIANT ENERGY	ENERGY USAGE-CEM	19.07
AMAZON CAPITAL SERVICES	SUPPLIES-POOL	15.58
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	12.77
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	8.49
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	6.55
AUTHNET GATEWAY BILLING	CREDIT CARD SERVICES-LBC	5.00
<b>TOTAL</b>		<b>702,095.05</b>

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, AUGUST 5, 2024

<b>FUND EXPENSE TOTALS</b>	
REMOTE READ METER PROJECT	192,669.41
INSURANCE LEVY	159,444.00
PAYROLL	152,191.71
GENERAL FUND	71,058.67
CIP/FIRE DEPT/TAX LEVY	55,587.00
WATER FUND	15,277.33
SEWER FUND	12,829.35
ROAD USE TAX FUND	12,013.89
PW COLD STORAGE	10,224.33
LOST III UR & STREETSCAPE	9,433.60
LBC	5,765.93
SOLID WASTE	3,900.05
LOW-MODERATE INCOME FUND	1,230.00
STORM WATER FUND	469.78
<b>TOTAL</b>	<b>702,095.05</b>

**AGENDA ITEM # J - 2 & J - 3**

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

<b>DATE:</b>	August 5, 2024
<b>AGENDA ITEM:</b>	Ferguson Invoices #0491487, #0487918-1
<b>ACTION:</b>	Motion

**SYNOPSIS:** The attached invoices from Ferguson Waterworks are in the amount of \$11,258.85 and \$205,573.75 respectively. The invoices represent equipment purchases for the 2024 water main replacement project.

**BUDGET ITEM:** LOST

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Invoices

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024

# FERGUSON<sup>®</sup> WATERWORKS

1917 1ST AVE N  
FARGO, ND 58102-4118

Please contact with Questions: 701-293-5511

16905 1 MB 0.571 E0151X I0313 D13047211227 S2 P10371795 0001:0001



CITY OF MOUNT VERNON  
METER ACCOUNT  
213 1ST ST NW  
MOUNT VERNON IA 52314-1698

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0491487	\$11,258.85	27382	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #2516  
PO BOX 802817  
CHICAGO, IL 60680-2817

**MASTER ACCOUNT NUMBER: 640134**

**SHIP TO:**


SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
2521	2521	IA57MV	VERBAL CHRIS	CJD	MRX920 MTR READER	07/01/24	29160

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	1	N13655300	Thank you for your business! MRX 920 MBL DATA COL V4E	10500.000	EA	10500.00
			<b>INVOICE SUB-TOTAL</b>			<b>10500.00</b>
			<b>FREIGHT</b>			<b>23.85</b>
			<b>TAX</b>	Mount Vernon		<b>735.00</b>

\*\*\*\*\*  
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH \*NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to [Ferguson.com](https://www.ferguson.com) and request access to Online Bill Pay.



<b>TERMS:</b> NET 10TH PROX	<b>ORIGINAL INVOICE</b>	<b>TOTAL DUE</b>	<b>\$11,258.85</b>
-----------------------------	-------------------------	------------------	--------------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



**WATERWORKS**

1917 1ST AVE N  
FARGO, ND 58102-4118

Please contact with Questions: 701-293-5511

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0487918-1	\$205,573.75	27382	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #2516  
PO BOX 802817  
CHICAGO, IL 60680-2817

**MASTER ACCOUNT NUMBER: 640134**

**SHIP TO:**

2169 1 MB 0.622 E0332X I0520 D13085649759 S2 P10382055 0001:0001



CITY OF MOUNT VERNON  
METER ACCOUNT  
213 1ST ST NW  
MOUNT VERNON IA 52314-1698

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
2521	2521	IA57MV	5/8X3/4" T10 METERS	CJD	METER ACCOUNT	07/11/24	29212

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1325	1325	SP-NED2B31RPEG21	Thank you for your business! 5/8X3/4 T10 PLS P/C SA USG OPPORTUNITY: A82570	145.000	EA	192125.00
			<b>INVOICE SUB-TOTAL</b>			<b>192125.00</b>
			<b>TAX</b>	Mount Vernon		<b>13448.75</b>

\*\*\*\*\*  
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH \*NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



<b>TERMS:</b> NET 10TH PROX	<b>ORIGINAL INVOICE</b>	<b>TOTAL DUE</b>	<b>\$205,573.75</b>
-----------------------------	-------------------------	------------------	---------------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

**AGENDA ITEM # J – 4**

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

<b>DATE:</b>	August 5, 2024
<b>AGENDA ITEM:</b>	September 2, 2024 Council meeting
<b>ACTION:</b>	Motion

**SYNOPSIS:** The first meeting of September falls on the Labor Day holiday. Typically, the Council has moved their meeting to the following Tuesday or Wednesday. Staff is recommending a move to Tuesday, September 3, 2024.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024

**AGENDA ITEM # J – 5**

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

<b>DATE:</b>	August 5, 2024
<b>AGENDA ITEM:</b>	Mt. Vernon Bank Site Plan
<b>ACTION:</b>	Motion

**SYNOPSIS:** Please see the Planning and Zoning Commission staff report regarding the parking lot reconstruction on the Mt. Vernon Bank site. The site plan, given its size, will be provided to the Council on Monday.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024

**PLANNING & ZONING COMMISSION**  
**July 17, 2024**  
**STAFF REPORT**

Prepared by: Leigh Bradbury, City Planner

**AGENDA ITEM:**            **Mount Vernon Bank & Trust**  
**Parking Lot Reconstruction**

**Requested Action:**            Site Plan Review  
**Applicant / Owner:**            Mount Vernon Bank & Trust Co.  
**Size:**                                .982 acres  
**Zoning District:**                Town Center (TC)

**Background Information:** This site plan involves eight parcels on Block 1 of the original town plat for Mount Vernon, owned by Mount Vernon Bank & Trust Co. There are three residences directly to the south, all of which are zoned Town Center (TC).

**Analysis:** Mount Vernon Bank and Trust seeks to reconstruct the parking area south and west of the main bank building. Project scope includes complete removal and replacement of the upper tier parking; north, south and west driveway access, the stairs between upper and lower parking tiers, a section of the east retaining wall, light poles/fixtures and handrails. Other improvements include stormwater tie-in, wall caps, landscaping and a retaining wall veneer on 2<sup>nd</sup> Avenue.

Alliant Energy has been contacted to coordinate with their gas main replacement project, which is currently underway and runs through the east/west alleyway.

The lighting plan has been reviewed by staff and is appropriate for high-usage parking lots in the Town Center district, with motion-sensitive reduced illumination at 10 p.m.

City Engineer Dave Schechinger has reviewed the plans and specs and is satisfied at this time.

**Action Required:** Recommendation to City Council to 1) approve, 2) approve with modifications / conditions, or 3) disapprove the site plan.

**Staff Recommendation:** Approval of Site Plan

**Next Step:** City Council may 1) approve, 2) approve with modifications / conditions, or 3) disapprove the site plan.



**AGENDA ITEM # J – 6**

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

**DATE:** August 5, 2024

**AGENDA ITEM:** Storm Sewer CCTV

**ACTION:** Motion

**SYNOPSIS:** The City needs to televise the storm sewer infrastructure on Hwy 1 to ensure that no work needs to be done during the IaDOT project. The City will be responsible for any storm sewer work that is conducted during the reconstruction project.

**BUDGET ITEM:** Multiple

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024



**VEENSTRA & KIMM INC.**

2600 University Parkway, Suite 1  
Coralville, Iowa 52241

319.466.1000 // 888.241.8001  
www.v-k.net

July 12, 2024

Chris Nosbisch  
City Administrator  
City of Mount Vernon  
213 First Street West  
Mount Vernon, Iowa 52314

MOUNT VERNON, IOWA  
HIGHWAY 1 STORM SEWER CCTV  
RECOMMENDATION TO AWARD CONTRACT  
QUOTATION TAB

The City of Mount Vernon received quotations until 2:00 p.m., July 11, 2024 for the Highway 1 Storm Sewer CCTV. A total of one quotation was received as follows:

	<u>Bidder</u>	<u>Quote</u>
Visu-Sewer, LLC		\$39,925.40

The apparent low quotation for the project was submitted by Visu-Sewer, LLC with its quotation in the amount of \$39,925.40. We have enclosed one copy of our certified quotation tabulation for your use. Veenstra & Kimm, Inc. has examined the bidding documents and they appear in order.

Veenstra & Kimm, Inc. believes Visu-Sewer, LLC has sufficient experience and resources to complete the project within the contract time. We also believe that the low quotation is reflective of the current value of the project. We recommend that the City of Mount Vernon award the construction contract to Visu-Sewer, LLC in the amount of the quotation of \$39,925.40.

If you have any questions or comments concerning the project, please contact us at (319) 466-1000.

VEENSTRA & KIMM, INC.

Eric Gould  
EDG:mmc  
513XX  
Enclosures



QUOTATION TABULATION  
HIGHWAY 1 STORM SEWER CCTV  
MOUNT VERNON, IOWA

Bid No. 1

Project: Construct Highway 1 Storm Sewer CCTV for the following unit and lump sum prices:

Visu - Sewer LLC.  
W230 N4855 Betker Road  
Pewaukee, Wi. 53072

<u>Description</u>	<u>Unit</u>	<u>Estimated</u>		<u>Extended Price</u>
		<u>Quantities</u>	<u>Unit Price</u>	
1.1 Traffic Control	LS	1	\$ 15,090.00	\$ 15,090.00
1.2 Sanitary Sewer Cleaning & CCTV	LF	5,399	\$ 4.60	\$ 24,835.40
Total Quotation (Items 1.1 - 1.2)				<b>\$ 39,925.40</b>

I hereby certify that this is a true tabulation of quotations received on July 11, 2024 by the City of Mount Vernon, Iowa.



Eric Gould, P.E.  
Iowa License No. 16538  
My license renewal date is December 31, 2025



**AGENDA ITEM # J – 7 & J - 8**

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

**DATE:** August 5, 2024

**AGENDA ITEM:** Living Lab Agreement and Streetlight Replacement Project

**ACTION:** Motion

**SYNOPSIS:** Staff is excited to announce that Mount Vernon has been selected as a pilot program for the Alliant Energy Smart Streetlight replacement program. The project area will begin at the intersection of 1<sup>st</sup> Street and A Ave and run west to Memorial Park. Illuminating Concepts will lead the design team and Alliant Energy will be covering a majority of the replacement costs. This will be discussed in detail at the Council meeting.

**BUDGET ITEM:** LOST (if needed)

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024

## **ALLIANT ENERGY® - LIVING LAB AGREEMENT**

This Living Lab Agreement (the "Agreement") is made by and between Interstate Power and Light Company ("IPL"), an Iowa corporation, with offices at 200 1st St SE, Cedar Rapids, IA 52401, and City of Mount Vernon, with its main office at 213 First Street NW, Mount Vernon, IA 52314 (the "Community") (IPL or Community are referred to herein as a "Party" or collectively as the "Parties").

### **WITNESSETH:**

WHEREAS, IPL and Community will partner to test, evaluate, and deploy new technologies, products, and services to provide a sustainable, prosperous, equitable, and inclusive future for all members of the community (the "Living Lab" or "Project");

WHEREAS, IPL will provide and install smart poles or add smart components to existing poles (collectively referred to as "Poles"), and will provide and install associated hardware, including, but not limited to, monitors, sensors, cameras, and other items (collectively, the "Hardware"), at locations mutually agreed upon by the Parties for the purpose of evaluating experiences of various technologies, products, and services;

WHEREAS, the Parties will collaborate to determine the efficacy and long-term benefits of the technologies, products, and services; and

WHEREAS, the Parties seek to memorialize their understanding of the duties, roles, and responsibilities in implementing the Project through this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other valid consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

### **I. TERM**

- A. *Original Term* – The term of this Agreement shall be ten (10) years, beginning on the date last signed below (the "Original Term"). The Parties may mutually agree in writing to terminate the Original Term at any time. IPL will not entertain a request for termination in the first two (2) years of the Original Term. Upon (i) expiration of the Original Term or (ii) termination of this Agreement during the Original Term under Section I C or by mutual agreement, Community may (a) request that IPL remove the Poles and Hardware or (b) purchase the Poles and Hardware from IPL. The purchase price of the Poles and Hardware shall equal the initial price paid by IPL for such Poles and Hardware multiplied by a fraction, the numerator of which shall equal the number of years remaining in the Original Term and the denominator of which shall equal ten (10). For example, if the Parties terminate the Original Term after two (2) years and six (6) months, the fraction would be 7.5/10. If Community purchases the Poles and Hardware, the Parties shall execute any and all documents required to effectuate the purchase. Upon such purchase, Community shall be responsible for any and all costs associated with the Poles, Software, and Hardware.
- B. *Extended Term* – The Parties may mutually agree in writing to extend the Original Term for consecutive periods of two (2) years (the "Extended Term", together with the Original Term, the "Term"). The Parties may mutually agree in writing to enter into a subsequent Extended Term prior to the conclusion of the then-current Extended Term. The Parties may mutually agree in writing to terminate the Agreement during the Extended Term at any time. Upon (i) expiration of the Extended Term or (ii) termination of this Agreement during the Extended Term under Section I C or by mutual agreement, Community may (a)

request that IPL remove the Poles and Hardware or (b) take ownership the Poles and Hardware from IPL at no cost. If Community takes ownership of the Poles and Hardware, the Parties shall execute any and all documents required to effectuate the transfer. Upon such transfer, Community shall be responsible for any all costs associated with the Poles, Software, and Hardware.

- C. *Termination* – Either IPL or Community may terminate this Agreement during the Term of the Agreement if the other Party fails to cure its material breach of this Agreement within thirty (30) days of receiving written notice of such breach.

## II. **OBLIGATIONS**

Each Party agrees to perform the tasks as specified for such Party as follows:

### A. IPL's Obligations

1. IPL shall coordinate with Community to agree upon the style, height, and number of Poles to be installed, the locations of Poles, and the Hardware to be attached to the Poles.
2. IPL shall, at its sole cost and expense, purchase and provide Poles and Hardware to Community during the Term. IPL shall arrange for its Pole vendor to deliver the Poles and Hardware to Community at a location, or locations, as agreed upon by the Parties.
3. IPL shall, at its sole cost and expense, pay all applicable federal, state and local taxes with respect to purchase and delivery of the Poles, Software, and Hardware.
4. IPL shall, at its sole cost and expense, arrange for installation of Poles and related Hardware, which may be performed by a third party of IPL's sole choice. Such Poles and Hardware shall be listed in Exhibit A, which may be updated from time to time. If IPL performs work related to wiring for behind the metering cabinets or termination point, Community will reimburse IPL for IPL's cost and labor.
5. IPL shall pay all costs and expenses associated with the software (the "Software") listed in Exhibit A, which may be updated from time to time.
6. IPL shall have sole legal and equitable title to the Poles and Hardware, and shall, at its sole cost and expense, arrange for repair and maintenance of the Poles and Hardware, which may be performed by a third party of IPL's sole choice. Notwithstanding the foregoing sentence, Community shall be responsible for any repair costs and expenses caused by the acts or omissions of Community, its employees, or any of its contractors.
7. IPL shall provide a primary point of contact for the Project.
8. IPL shall meet periodically with Community to review feedback on the Living Lab and to discuss potential modifications to the Poles, Software, or Hardware.

## B. Community's Obligations

1. Community shall coordinate with IPL to agree upon the number of Poles to be installed, the locations of Poles, and the Hardware to be attached to the Poles. Community shall ensure that IPL can access the Poles at all times.
2. Community shall assist IPL with obtaining any and all necessary permits for the installation of the Poles and Hardware.
3. Community shall, at its sole cost and expense, store the Poles and Hardware until IPL installs such Poles and Hardware.
4. Community shall provide IPL with (i) the name and contact information for the shipping manager(s) who will be responsible for receiving the Poles and Hardware and (ii) the shipping address(es) of warehouse(s) to receive the Poles and Hardware.
5. Community shall inspect the Poles and Hardware for damage within three (3) days after receipt of the Poles. Community shall notify IPL of any damage to the Poles or Hardware, or other nonconformities, as soon as reasonably practicable after discovery of such damage or nonconformities. Such notice shall include photographs, if possible. If Poles or Hardware are damaged while stored by Community and before installation, Community shall reimburse IPL for any all costs and expenses IPL incurs to repair such damage. Risk of loss to the Poles and Hardware shall be borne by Community upon acceptance for storage of Poles and Hardware and shall transfer to IPL when IPL removes such Poles and Hardware from storage.
6. If applicable, Community shall, at its sole cost and expense, prior to installation of the Poles, remove and dispose of existing concrete bases, conduits, and wire and shall be responsible for ensuring underground conditions and the foundation for the Poles and Hardware are prepared for such installation.
7. If applicable, Community shall, at its sole cost and expense, prior to installation of the Poles, install any fiber necessary for use of the Poles.
8. Community shall, at its sole cost and expense, obey and comply with all federal, state and local orders, rules, regulations and laws governing use of the Poles, Software, and Hardware.
9. Community shall, at its sole cost and expense, pay a monthly charge for energy use, as set forth in the applicable electric tariff.

10. Community shall be responsible for all costs and expenses related to data transfer (internet/cellular) for the Poles and Hardware and any data storage relating to data collected and stored by the Hardware.
11. Community shall negotiate, execute and manage its Software Support Agreement with Illuminating Concepts, which upon execution will be attached as Exhibit B. Community shall not procure additional software support services from Illuminating Concepts without prior written approval from IPL.
12. In the event a Pole is damaged or destroyed as a result of the actions of a motorist or other third party, IPL will repair or replace the pole at its cost as deemed appropriate by IPL. In the event such repair or replacement cannot be promptly performed and, in the judgment of the Community, installation of a temporary non-smart pole is necessary to provide illumination, the Community shall install a temporary non-smart pole at its cost. The Community shall, at its cost and expense, maintain an inventory of replacement non-smart poles for such circumstances.
13. Community acknowledges that any changes or modifications to the Poles, Software, or Hardware shall require written approval of IPL and IPL's solution provider. Such changes or modifications shall be listed in Exhibit A, which may be updated from time to time. Community shall be responsible for any repair costs and expenses related to Poles and Hardware caused by the acts or omissions of Community, its employees, or any of its contractors, while making any changes or modifications. Community is responsible for all repair and maintenance related to attachment installed by Community.
14. Community shall coordinate with IPL on marketing and publication activities related to the Living Lab. Neither Party shall post, distribute or publicize any materials related to the Living Lab without the other Party's prior written approval.
15. Community shall provide IPL with a primary point of contact for the Project.
16. Community shall meet periodically with IPL to review feedback on the Living Lab and to discuss potential modifications to the Poles or Hardware.

### **III. INDEPENDENT CONTRACTOR**

The relationship between the Parties is that of an independent contractor and each Party shall be at all times solely responsible for itself and its employees as to workmanship, accidents, injuries, wages, supervision, training, and control. Nothing in the Agreement shall be interpreted to create a joint venture or employment relationship between the Parties.

### **IV. FORCE MAJEURE**

Neither Party shall be liable for delay in the performance of its obligations, to the extent that such Party is prevented or delayed from complying with its obligations under this Agreement by a Force Majeure (defined



below) event. Any Party failing or delaying in the performance of its obligations under this Agreement must, as soon as reasonably practicable, give the other Party written notice of such cause and the consequences, including a reasonable estimate of the anticipated delay in performance, and it will use, to the best of its ability, reasonable efforts to remedy the same. "Force Majeure" means any acts, events, or occurrences that: (i) are not anticipated as of the commencement the Original Term; (ii) are not caused by the fault, negligence, or willful misconduct of the affected Party; (iii) are beyond the reasonable control of the affected Party; and (iv) could not have been avoided or overcome by the exercise of due diligence of the affected Party. Force Majeure includes, specifically, but not exclusively, the following: earthquakes, tidal waves, floods, fire, hurricanes, blizzards, tornadoes, quarantine blockade, governmental acts, pandemics, epidemics, wars (declared or not), rebellion, terrorism (foreign or domestic), or regional or national strikes or labor disputes (including walk-outs, work stoppages or slowdowns).

#### **V. INSURANCE**

Community, at its expense, shall purchase and maintain throughout the term of this Agreement, Commercial General Liability insurance with limits not less than \$1,000,000 per occurrence. Upon request by IPL, Community shall provide evidence of such coverage. Community will procure insurance with sufficient coverage to cover replacement of Poles and Hardware while in storage.

#### **VI. LIMITATION OF LIABILITY**

IN NO EVENT SHALL EITHER OF THE PARTIES TO THIS AGREEMENT UNDER ANY CIRCUMSTANCE WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY, BE LIABLE FOR SPECIAL, DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF SITES, CHARGING STATIONS OR PROPERTY, OR COST OF CAPITAL.

#### **VII. DISCLAIMERS/NO WARRANTIES**

IPL is not responsible for the accuracy or use of any data or information collected by the Poles. IPL is not and will not be liable for the Poles, Software, or Hardware manufactured or provided by third parties in connection with this Agreement. Any warranty related to the Poles, Software, or Hardware is provided solely through the applicable manufacturer and Community shall have no recourse against IPL for any such warranty. ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY IPL. IPL shall not be liable in contract, tort or strict liability, or otherwise, whether resulting from any of the foregoing or otherwise, on account of any use of the Poles, Software, or Hardware, or defect, whether hidden, latent or otherwise discoverable or undiscoverable with respect to the Poles, Software, or Hardware.

#### **VIII. GOVERNING LAW AND VENUE**

The laws of state of Iowa shall govern this Agreement. The venue of any action, legal or equitable, having as its basis the enforcement and/or interpretation of this Agreement, shall be in the State of Iowa.

**IX. SUCCESSORS & ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. For the purpose of clarity, IPL may, at any time, assign this Agreement with prior written notice of assignment to the Community.

**X. NO WAIVER**

No waiver, amendment, or modification of this Agreement shall be effective unless in writing and signed by the Parties.

**XI. SEVERABILITY**

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

**XII. SURVIVAL**

All provisions of this Agreement that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

**XIII. COMMUNICATION BETWEEN THE PARTIES**

All communications or notices related to this Agreement shall be to the persons listed below or to such other persons as the Parties may specify in writing:

**Interstate Power and Light Company**

Attn: Heidi Parker  
200 1st St SE  
Cedar Rapids, IA 52401

For legal notices, with a copy to:

**Interstate Power and Light Company**

Attn: Legal Office  
200 1st St SE  
Cedar Rapids, IA 52401

**City of Mount Vernon**

Attn: \_\_\_\_\_  
213 First Street NW  
Mount Vernon, IA 52314

**XIV. ORIGINALS**

A facsimile or imaged copy of this Agreement (including the facsimile or imaged signature of the Parties' authorized representatives thereon) shall for all purposes have the same force and effect as an original (including the original signatures of the authorized representatives thereon).

**XV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof, and supersedes any previous agreements or understandings.

**XVI. NONWAIVER OF GOVERNMENTAL IMMUNITY.**

Notwithstanding any provision to the contrary contained herein, no provision of this Agreement shall be construed as a waiver of any immunity or limitation of liability granted to or conferred upon any party by applicable provisions of Iowa law.

**XVIII. NO THIRD-PARTY BENEFICIARIES.**

This Agreement is intended solely to regulate the obligations of the parties hereto with respect to one another. Nothing in this Agreement is intended to create, admit or imply any liability to any third-party nor to provide any benefit to any person, firm, corporation or governmental or non-governmental entity not a party to this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Living Lab Agreement as of the day and year last below written.

**CITY OF MOUNT VERNON**

**INTERSTATE POWER AND LIGHT COMPANY**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A – SMART POLE HARDWARE & SOFTWARE PROCUREMENT**

Pole ID#*	Pole & Base	GFCI Outlet	Luminaires with Intellistreets	Gateway	Public Access Wi-Fi	LED Banner	Push Blue Emergency
A-1	X	X	X			X	X
A-2	X	X	X				
A-3	X	X	X				
A-4	X	X	X	X	X		
A-5	X	X	X				
A-6	X	X	X			X	X
B-7	X	X	X			X	X
B-8	X	X	X				
B-9	X	X	X				
B-10	X	X	X	X	X		
B-11	X	X	X			X	X
B-12	X	X	X				
C-13	X	X	X			X	X
C-14	X	X	X				
C-15	X	X	X				
C-16	X	X	X	X	X		
C-17	X	X	X				
C-18	X	X	X			X	X
C-19	X	X	X				
D-20	X	X	X			X	X
D-21	X	X	X				
D-22	X	X	X	X	X		
D-23	X	X	X			X	X
D-24	X	X	X				

\*ID to be based on eastern most block, with first pole on northern side of the street, then to adjacent southern side.

**Block A - 1<sup>st</sup> Avenue E – from A Ave to 1<sup>st</sup> Ave**

**Block B - 1<sup>st</sup> Avenue W – from 1<sup>st</sup> Ave to 2<sup>nd</sup> Ave**

**Block C - 1<sup>st</sup> Avenue W – from 2<sup>nd</sup> Ave to 3<sup>rd</sup> Ave**

**Block D - 1<sup>st</sup> Avenue W – from 3<sup>rd</sup> Ave to the west side of 4<sup>th</sup> Ave**

**EXHIBIT B – ILLUMINATING CONCEPTS SOFTWARE AGREEMENT**



Document date: TBD

**City of Mount Vernon (IA)  
Cloud and Software Services Agreement**

<b>Start Date:</b>	<b>TBD</b>
<b>End Date:</b>	<b>TBD (renewal date one year)</b>
<b>Client:</b>	<b>City of Mount Vernon, IA</b>
<b>Location:</b>	Mount Vernon, IA
<b>System:</b>	Multimedia Audio
<b>Infrastructure:</b>	Local Light Pole Electronic Control Modules (ECMs), Gateways and Cloud Services, Push Blue

## **1.0 Contract Scope**

This contract addresses the system monitoring and includes all system control items for lighting and audio/visual systems included in the Lighting and AV Services Contract.

### **1.1 Definitions**

- *Remote System Monitoring Services:* 24-hour remote monitoring via a high-speed Internet connection from City of Mount Vernon (IA) to Intellistreets computer network system in Farmington Hills. This system provides real-time reporting and status of system critical devices. When a failure occurs, the system will send notification of that failure via email or designated cell phone text message to assigned onsite staff.

**Specifics of these checks under the program are as follows:**

- *Full-time (24x7) Monitoring Package.* The services package performs 10-second critical checks on all networked equipment (cloud appliances, gateways, and lighting or multimedia nodes). Failures are logged and reported by email or cell phone text message to City of Mount Vernon (IA) services.
- *Phone Support:* Under the terms of this agreement the City of Mount Vernon (IA) will receive 2 hours of phone support per month during normal Intellistreets business hours of 8:00 a.m. to 6:00 p.m. Eastern Time. This may include a connection to the site remotely by the technician to assist in evaluating problems or offering additional assistance.
- *Call-Out Time:* This section addresses problems beyond the scope of the monitoring program. If technicians are required, the charges are listed in the call out rates section 8.0 of this document.

### **1.2 Network Connectivity**

Network connectivity is the responsibility of City of Mount Vernon (IA). The connection is used for implementing the function and timing changes to the programming of the local site devices. Intellistreets is not responsible for the continuous operation of the local network connection and cannot be held accountable for problems that may arise if the connection fails at any time.

## **2.0 Remote System Monitoring**

24-hour systems monitoring will be performed at Intellistreets via the network connection installed and maintained by the client or City of Mount Vernon (IA), to continuously monitor each component of the Intelligent Lighting System. Remote monitoring is essential - allowing the site to report critical problems, and to allow proactive uploading of the latest software, and system security updates.

Intellistreets monitoring services include the following:

- Via the network connection installed, Intellistreets will provide 24-hour, 365-day monitoring of each of the critical components of the system.
- Intellistreets will monitor each cloud appliance, gateway, and lighting node that resides on the network. Intellistreets will monitor all the available inputs and outputs (where present) of the individual components to verify and confirm they are all in proper working condition.
- In the event of any scheduled cue failure, or any system critical gear failure, the site Monitoring System will send a message to our central computer network. The messages are forwarded by email or cell phone text message, to the assigned client onsite staff.

## **2.1 Technical Support**

Technical support is a telephone or email-based discussions with City of Mount Vernon (IA) local repair personnel to assist in diagnosis and repair of lighting and multimedia control related systems. **The charges for this service are included in this agreement up to a maximum of 2 hours per month.**

Technical support also includes telephone or email-based discussions with management personnel to initiate a setting or to assist in the diagnosis of a control system issue.

Technical support does not include onsite infrastructure hardware or media equipment analysis or repair. Intellistreets will assist remotely in diagnosis and repair of all hardware failures. Each reported and validated failure will consist of separate parts and labor agreement.

## **3.0 Response Procedure**

Technical Support conducted over telephone or email will be addressed during normal Intellistreets business hours only (8:00-18:00 EST).

Under this agreement, Intellistreets will email or cell phone text message City of Mount Vernon (IA) support staff only. Intellistreets is not required to make any person-to-person contact with local site staff to make them aware of any system failures.

## **4.0 Limitations**

It is possible that some recurring system control and monitoring issues may arise due to building or installation issues which may require Intellistreets to re-negotiate this agreement such as building vibration, air quality, and power fluctuations. Damage caused by Acts of God, war, water, fire, sabotage, terrorist acts, or power problems are not the responsibility of Intellistreets. Any service limitations resulting in "down time" for equipment is not the responsibility of Intellistreets.

## **5.0 Software and Firmware Updates**

Software and firmware updates are included in this agreement. Scheduled updates will occur quarterly if required. The client will be notified prior to the update. These will occur after 12 AM Eastern Standard Time.



## **6.0 Fee Summary**

All services will commence upon completion and sign-off the agreed proposal.

Base Services under this base agreement include:

- Normal Business Hours Email or Telephone Support
- IC Systems Monitoring Services using full-time key component monitoring and logging services.
- Operational System assistance to include:
  - Local Site Component Diagnosis
- Monitoring System Software – updates as released

## **7.0 Technical Support and Call-Out Rates**

Hourly technical support not specifically identified in the document or outside of normal business hours are subject to Call Out rates. Call Out rates apply when additional service is requested by the client over and above those specifically provided for in this agreement. All technical support hours will be logged and reported to City of Mount Vernon (IA) designated manager of IT monthly via email throughout the duration of the term of the agreement.

For Hourly Technical Support, such as Content update, New Media Content Creation, and Special Programming are not covered in the device base fees:

- The minimum hourly charge is one (1) hour
- Hourly rates are \$150.00 per hour USD billed in ½ hour increments.
- After hours (nights after 6 PM), weekends and USA holidays will incur a rate of \$250.00 USD billed in ½ hour increments.

For Call-Out responses requiring the use of Intellistreets Local Maintenance to be on site:

- The minimum Call-Out charge is three (3) hours plus travel time calculated at 1-hour minimum
- Call out rates are \$150.00 USD per hour
- After hours (nights after 6 PM), weekends and “local” national holidays will incur a rate of \$250.00 USD per hour

For extended Call-out responses requiring the use of Intellistreets staff or 3rd party repair personnel on site:

- Call-Outs will be charged by day fee plus travel and reimbursable expenses at cost plus 10%
- Day fee rates are as follows:
  - Intellistreets Design and technical support personnel - **\$1500/day**

**Base Monitoring and Support Services Fees: Devices included under this agreement are:**

**Recurring Fees:**

	<b>Per Month</b>	<b>Per Year</b>
(4) Gateways @ \$67/mo	\$268.00	\$3,216.00
(8) LED Banners @ \$15/mo	\$120.00	\$1,440.00
(8) Push Blue @ \$30/month	\$240.00	\$2,880.00
(4) Public Access Wi-Fi Points @ \$35/month	\$140.00	\$1,680.00
<b>Total</b>		<b>\$9,216.00 / year</b>

All services are based on an annual agreement that is renewable upon review of the City of Mount Vernon (IA) needs.

**EFFECT OF AGREEMENT**

This Agreement shall take effect only upon the signing of both parties with a full understanding of all contract terms.

**MODIFICATION**

No modification of this Agreement shall be binding unless made in writing and signed by City of Mount Vernon (IA) and Intellistreets. No acknowledgment form or another form of Intellistreets or City of Mount Vernon (IA) containing terms and conditions of sale submitted by Intellistreets or City of Mount Vernon (IA) shall have the effect of modifying the terms and conditions hereof notwithstanding any act of either City of Mount Vernon (IA) or Intellistreets with respect to the goods and services and payment thereof, and all deliveries of the goods and performance of the services by Intellistreets shall be deemed to be only upon the terms and conditions of this Agreement, unless modified as previously mentioned.

THE PARTIES SIGNED BELOW HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

Signed:	Signed Acceptance:
	Owner Representative
Title:	Title:
For: Intellistreets Farmington Hills, Michigan	For: City of Mount Vernon, IA
Date:	Date:

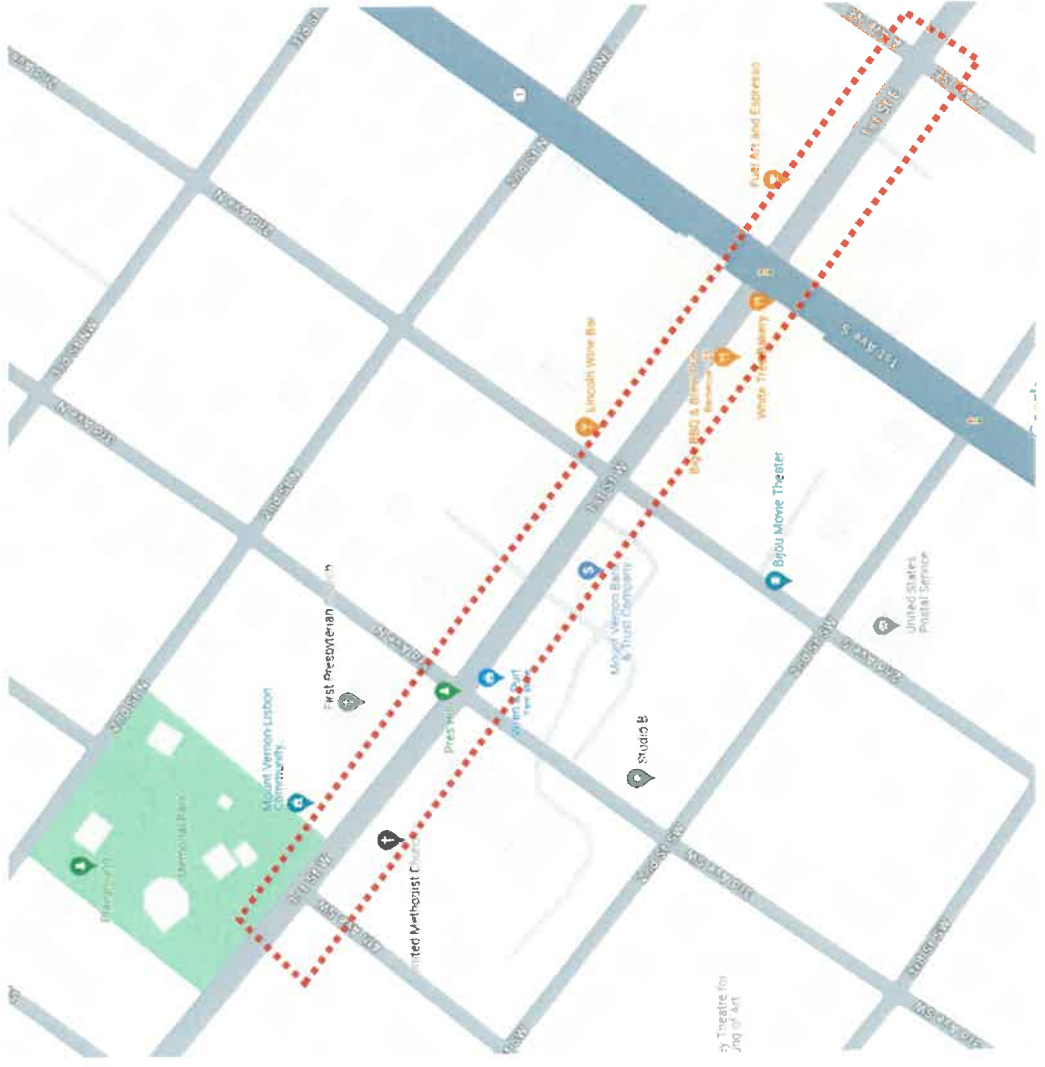
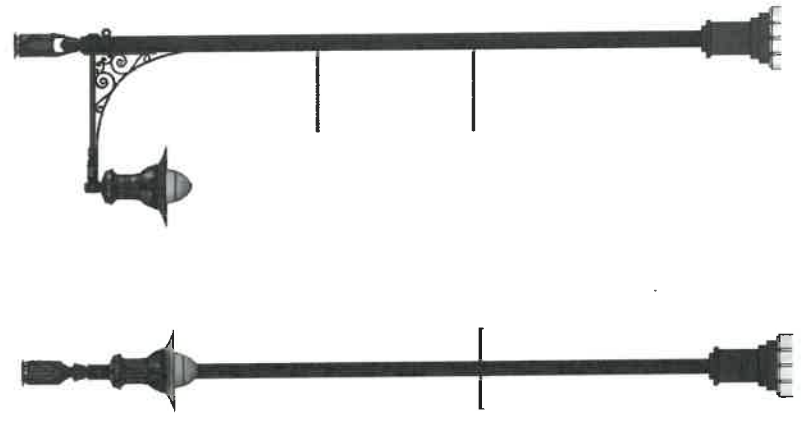


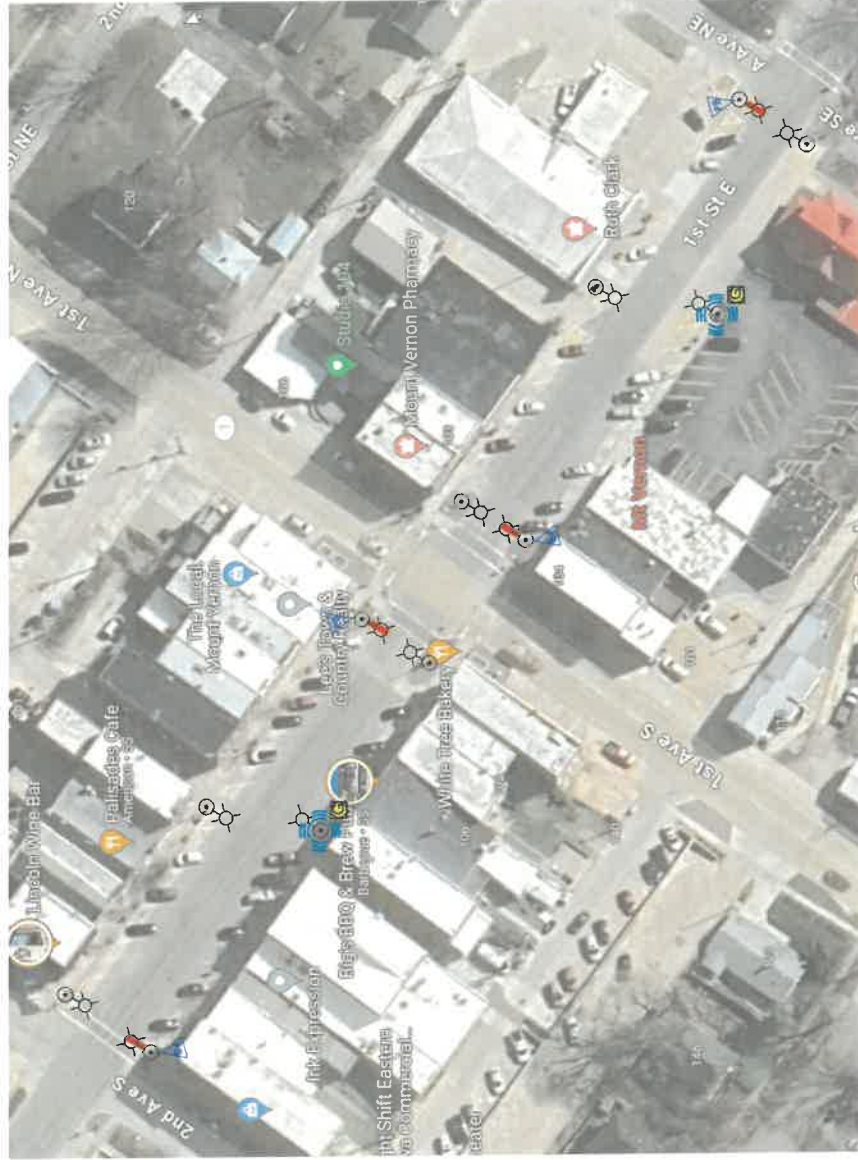
Mount Vernon, IA (Alliant Energy)





Design Proposal

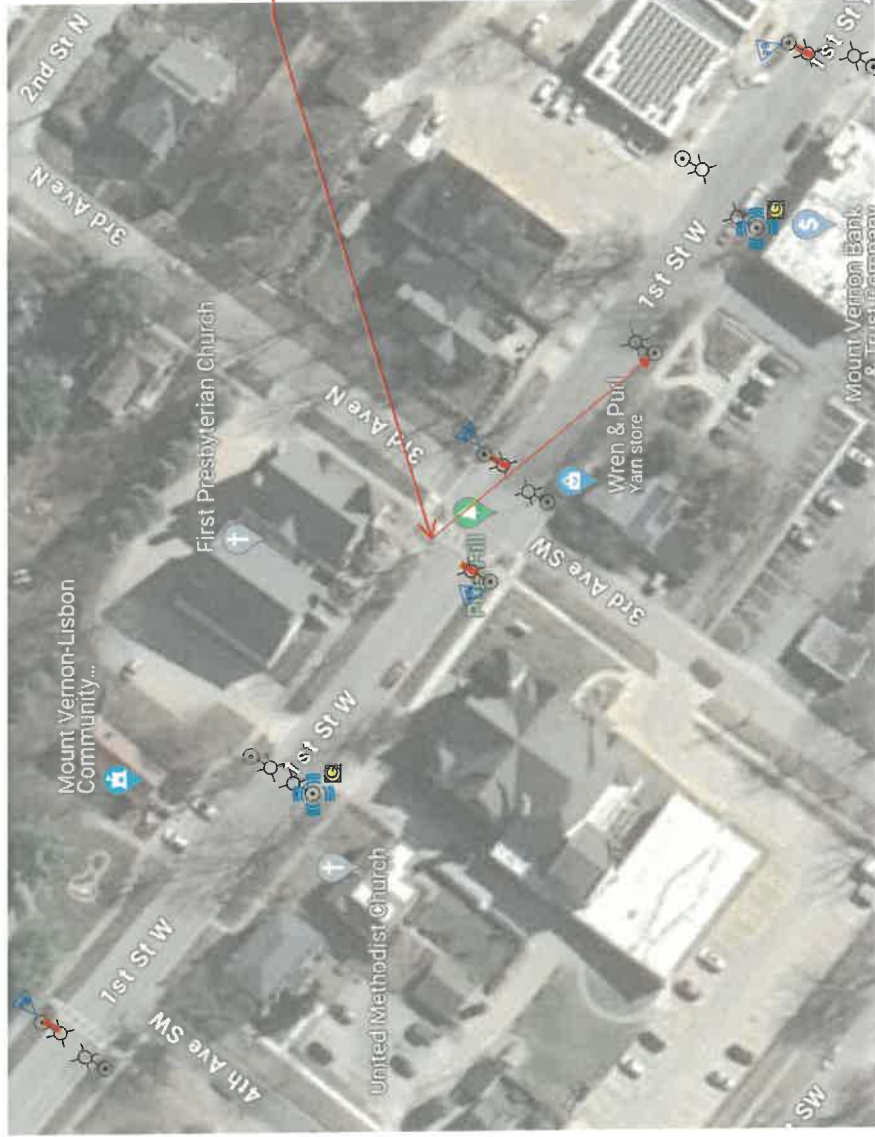
07/31/24

# Installation Area: Mount Vernon, IA 1st St from A Ave. to 4th Ave.









-  Push Blue Emergency
-  Public Access Wi-Fi
-  Pole with Luminaire
-  Digital Banner







Due to lack of space on this corner, we recommend moving this pole to replace the existing decorative pole.

-  Push Blue Emergency
-  Public Access Wi-Fi
-  Pole with Luminaire
-  Digital Banner

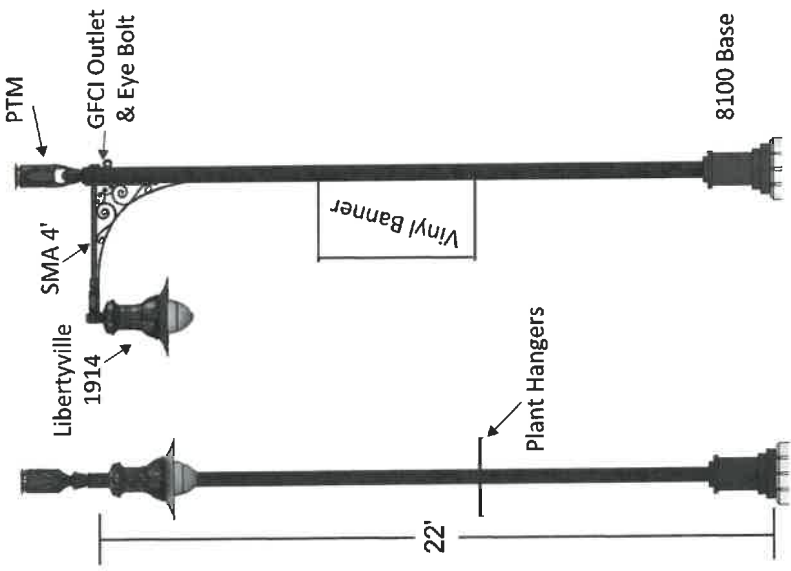
# Optional Add-Ons to Original Scope



**Pocket Park Wi-Fi**  
 Due to the buildings and long narrow corridor, Wi-Fi Signal from pole just outside may not provide service to the whole park/alleyway.

-  Push Blue Emergency
-  Public Access Wi-Fi
-  Pole with Luminaire
-  Digital Banner





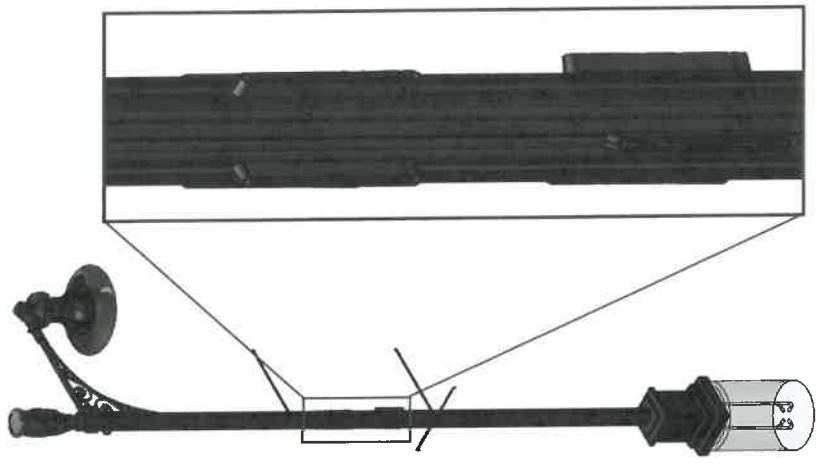
Basic Pole



Digital Banner



Digital Banner  
w/ Push Blue



Gateway &  
Public Access  
Wi-Fi

**AGENDA ITEM # J – 9 & J - 10**

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

<b>DATE:</b>	August 5, 2024
<b>AGENDA ITEM:</b>	Water Tower Lease
<b>ACTION:</b>	Motion

**SYNOPSIS:** The enclosed lease amendments are related to the Verizon and US Cellular water tower strengthening project that was discussed earlier this year. Both companies would like to place new equipment on the tower, however, the base of the water tower needs to be strengthened to accommodate the improvements. The City has agreed to share in thirty percent (30%) of the overall costs, or \$41,362.50. This will come in the form of monthly lease reductions for both companies until the city's obligation is met.

**BUDGET ITEM:** None

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Lease Amendments

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024

### THIRD AMENDMENT TO WATER TOWER AND GROUND SPACE LEASE

This Third Amendment to Water Tower and Ground Space Lease (“Third Amendment”) made \_\_\_\_\_, 2024, modifies that certain Water Tower and Ground Space Lease dated February 19, 2009, as amended by Amendment Number One to Water Tower and Ground Space Lease dated August 31, 2011 and Amendment Number Two to Water Tower and Ground Space Lease dated August 27, 2013 (collectively, the “Lease”), by and between the City of Mount Vernon, having an address of 213 First Street N.W., Mount Vernon, Iowa 52314, hereinafter referred to as “Landlord” and Cedar Rapids Telephone, L.P., a Delaware limited liability company, having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as “Tenant”.

WHEREAS, pursuant to the Lease, Landlord and Tenant entered into the Lease to allow tenant to locate a telecommunications base station located at 421 1<sup>st</sup> Street, Mount Vernon, Iowa; and

WHEREAS, Landlord and Tenant desire to amend the Lease to document Tenant’s intended changes to the equipment (“Modifications”) at said Site; and

NOW THEREFORE, in consideration of the terms of the Lease and this Third Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree that the Lease is now modified as follows:

- I. Lease Exhibit B-2 is hereby deleted in its entirety and replaced with the Third Amendment Exhibit B-3.
- II. Tower Modifications. It is understood and agreed by and between Landlord and Tenant that the Water Tower and Ground Space is being provided to Tenant from the City of Mount Vernon (“Landlord”) under that certain Water Tower and Ground Space Lease dated February 19, 2009. In conjunction with the Lease, it is determined that structural modifications will be required to the Water Tower. Tenant shall cause said structural modifications (“Modifications”) to occur on the Tower to be constructed in accordance with plans and specifications approved by Landlord. The Tenant will pay for the Modifications but will be able to take a rent abatement in an amount of Twenty Thousand, Six Hundred Eighty-one Dollars and 25/100 (\$20,681.25). The rent abatement will commence on the first full month after the Modifications are complete. The amount of the rent abatement will be limited to One Thousand Eleven Dollars and 00/100 (\$1,011.00) a month and will continue until the total cost of the Modifications is abated in full.
- III. Except as specifically modified herein, the Lease shall remain in full force and effect as originally executed. The Lease and this Third Amendment shall be binding on the successors and assigns of the parties hereto.

[END OF AMENDMENT – SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Third Amendment as of the last signature below.

LANDLORD:  
City of Mount Vernon

TENANT:  
Cedar Rapids Telephone, L.P.  
By: United States Cellular Operating  
Company of Cedar Rapids  
Its: General Partner

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[NOTARY PAGE TO FOLLOW]

STATE OF IOWA )  
 )  
COUNTY OF LINN )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, known to me to be the same person whose name is subscribed to the foregoing Third Amendment to Water Tower and Ground Space Lease, appeared before me this day in person and acknowledged that he/she signed the said Amendment as his/her free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, Vice President, known to me to be the same person whose name is subscribed to the foregoing Third Amendment to Water Tower and Ground Space Lease, appeared before me this day in person and acknowledged that, pursuant to his/her authority, he/she signed the said Amendment as his/her free and voluntary act on behalf of the Tenant, for the uses and purposes therein stated.





Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2024.



\_\_\_\_\_  
Notary Public

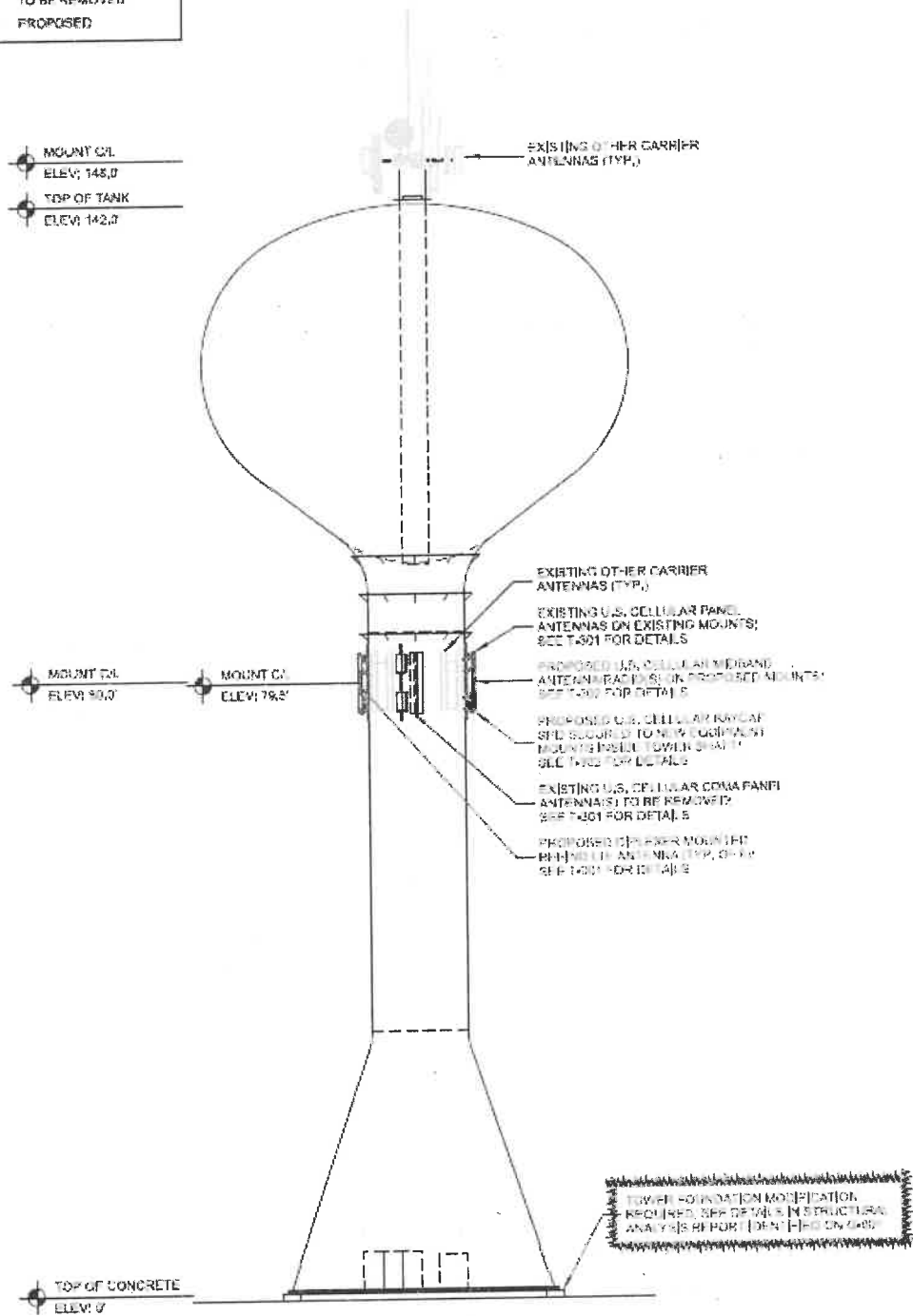
My commission expires \_\_\_\_\_

**EXHIBIT B-3**

**LEGEND (THIS SHEET)**

-  TO REMAIN
-  TO BE RELOCATED
-  TO BE REMOVED
-  PROPOSED

-  MOUNT C/L  
ELEV: 148.0
-  TOP OF TANK  
ELEV: 142.0



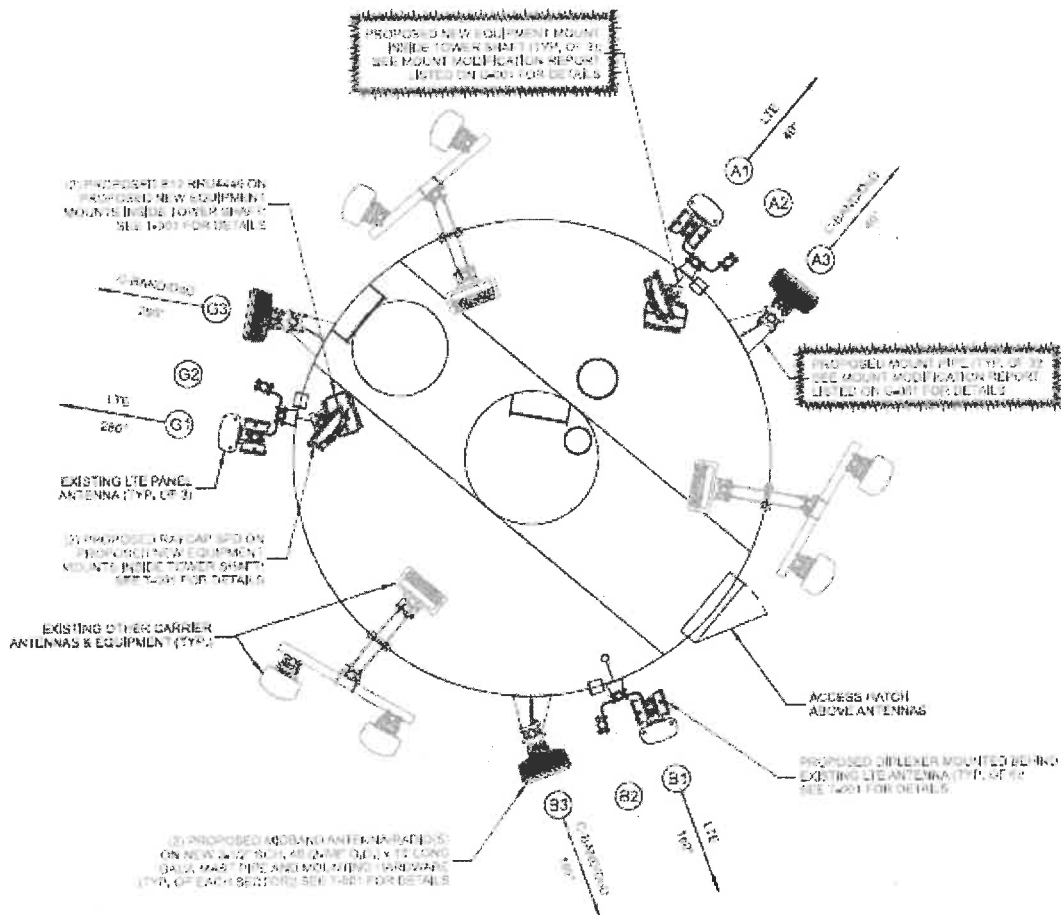
**NOTE:**  
ELEVATIONS ARE BASED ON MEASUREMENTS  
EXTRAPOLATED FROM IJAS 3D POINT CLOUD.  
HEIGHTS ARE ROUNDED TO THE NEAREST 0.1'

**A SITE ELEVATION**

**EXHIBIT B-3 (continued)**



LEGEND: (THIS SHEET)	
	EXISTING
	PROPOSED
	RELOCATED



**NOTES:**

1. ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.
2. ANTENNA AZIMUTHS WERE OBTAINED ON-SITE WITH THE USE OF UNMANNED AIRCRAFT SYSTEMS (UAS) "ORION", AND ROUNDED TO THE NEAREST DEGREE.

**A PROPOSED ANTENNA LAYOUT**

**EXHIBIT B-3 (continued)**

Antenna Position	Technology	Antenna Model	Antenna Quantity	RAD Center	Azimuth	LB Elect. Til	MB Elect. Til	Wren Til	Surge Protector Qty	B.L2 Radio	Radio Qty	Mounting Radio	Radio Qty	Mounting Cabinet	Cabinet Qty	Cable Type	Cable Qty
ALPHA	A1	LTE	KWV AMX-CW-1665-001-R1T	1	79.5°	40°	0°	0°	Shunt	2011440	1	-	-	DC0050115011	2	7/8" Coax	2
	A2																
	A3	C-BAND DC0	Integrated Antenna Radio		82°	90°			Shunt			ARR415	1			1/2" Coax	1
BETA	B1	LTE	KWV AMX-CW-1665-001-R1T	1	79.5°	160°	0°	0°	Shunt	Shunt		-	-	DC0050115011	2	7/8" Coax	2
	B2																
	B3	C-BAND DC0	Integrated Antenna Radio		82°	150°			Shunt			ARR415	1			Shunt	
GAMMA	G1	LTE	KWV AMX-CW-1665-001-R1T	1	79.5°	280°	0°	0°		2011440	1	-	-	BE-0050115011	2	7/8" Coax	2
	G2																
	G3	C-BAND DC0	Integrated Antenna Radio		82°	250°			Shunt			ARR415	1			Shunt	
<b>TOTAL</b>			<b>3</b>					<b>2</b>		<b>2</b>		<b>6</b>		<b>6</b>		<b>8</b>	

**C PROPOSED ANTENNA & EQUIPMENT LOADING**



### THIRD AMENDMENT TO LEASE AGREEMENT

**THIS THIRD AMENDMENT TO LEASE AGREEMENT** (“**Amendment**”) is made as of the last signature date hereof (“**Effective Date**”), between **the City of Mount Vernon** (“**Lessor**”), and **Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless**, as successor in interest to Southwestco Wireless, L.P. d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mailstop 4AW100, Basking Ridge, NJ 07920 (“**Lessee**”).

**WHEREAS**, there is now in full force and effect a Water Tower Lease Agreement between Lessor and Lessee dated January 23, 2017 (the “**Lease**”) that provides for the construction, maintenance, repair and operation of Lessee’s communications facility within the Floor Space and upon Lessor’s water tower (“**Tower**”) located at 421 First Street Northwest, Mount Vernon, Iowa (the “**Property**”); and

**WHEREAS**, the Tower requires structural modifications in order to support Lessee’s communications equipment, as well as the equipment of US Cellular (“**USC**”) on the Tower; and

**WHEREAS**, it is now the intention of Lessor and Lessee to enter into an agreement amending the Lease on the terms and conditions set forth herein.

**NOW THEREFORE**, for good and valuable consideration including the mutual covenants and agreements hereinafter set forth, Lessor and Lessee agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference.
2. Structural Modifications. Lessor hereby approves of the Tower modifications included as Exhibit A attached hereto (“**Modifications**”). The Modifications shall be performed by USC, or its contractors or subcontractors. Lessee shall be responsible for 50% of the total modification costs, which shall be paid by Lessee directly to USC, or its contractor or subcontractor. The total modifications costs are estimated to be \$137,875.00.
3. Equipment Modification. Lessee shall be permitted to modify its communications equipment on the Tower and Property as further provided in Exhibit B-1 attached hereto. Exhibit B-1 shall supplement Exhibit B to the Lease, and Exhibit B-1 shall control in the event of a conflict. Lessor hereby approves the plans attached hereto as Exhibit B-1 detailing said equipment modifications.
4. Rental Abatement. As consideration for its portion of the cost of the Modifications, Lessor agrees that the rental due under the Lease shall be abated in an amount equal to \$20,681.25 based on the following rental payment schedule:

<b>Rental Payment Date</b>	<b>Abatement Amount</b>	<b>Rental Payment Amount</b>
November 1, 2024	\$1,126.16	\$1,126.16
December 1, 2024	\$1,126.16	\$1,126.16
January 1, 2025	\$1,126.16	\$1,126.16

February 1, 2025	\$1,126.16	\$1,126.16
March 1, 2025	\$1,126.16	\$1,126.16
April 1, 2025	\$1,126.16	\$1,126.16
May 1, 2025	\$1,126.16	\$1,126.16
June 1, 2025	\$1,126.16	\$1,126.16
July 1, 2025	\$1,148.68	\$1,148.69
August 1, 2025	\$1,148.68	\$1,148.69
September 1, 2025	\$1,148.68	\$1,148.69
October 1, 2025	\$1,148.68	\$1,148.69
November 1, 2025	\$1,148.68	\$1,148.69
December 1, 2025	\$1,148.68	\$1,148.69
January 1, 2026	\$1,148.68	\$1,148.69
February 1, 2026	\$1,148.68	\$1,148.69
March 1, 2026	\$1,148.68	\$1,148.69
April 1, 2026	\$1,148.68	\$1,148.69
May 1, 2026	\$185.17	\$2,112.20

Notwithstanding the foregoing, rental payments shall resume in full, per the terms of the Lease, on June 1, 2026.

5. All defined terms referenced in this Amendment, and not defined herein, shall have the same meaning as stated and defined in the Lease.

6. Other than as specifically amended herein, all other terms and conditions of the Lease shall remain in full force and effect. In the event of any conflict between the terms of this Amendment and the Lease, this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

**LESSOR:**

**City of Mount Vernon**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

**Bell Atlantic Mobile Systems LLC d/b/a Verizon  
Wireless**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

Tower Structural Modifications

EXHIBIT B-1

Lessee Equipment Modifications

**AGENDA ITEM # J – 11**

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

<b>DATE:</b>	August 5, 2024
<b>AGENDA ITEM:</b>	TAC 10 Maintenance Contract
<b>ACTION:</b>	Motion

**SYNOPSIS:** This is the annual maintenance contract with the TAC 10 records system software used by the Mt. Vernon/Lisbon Police Department. The contract is in the amount of \$10,345.00.

**BUDGET ITEM:** Police Operating (GF)

**RESPONSIBLE DEPARTMENT:** Police Chief

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024

**Invoice No.** TACMN0000420  
**Date** 4/1/2024  
**Due Date** 6/1/2024  
**Customer No.** MOU1800  
**Page** 1 of 1



**Bill To**  
 Mount Vernon IA Police Dept  
 Lisbon, IA Police Dept  
 213 1st St. W  
 Mount Vernon, IA 52314  
 United States

**Ship To**  
 Mount Vernon IA Police Dept  
 213 1st St. W  
 Mount Vernon, IA 52314  
 United States

Contract/Project Number	Purchase Order	Payment Terms	Currency
		Due Upon Receipt	HARRIS-US\$

Item No	Description	Quantity	Unit Price	Amount
NOTE	Annual TAC10 Maintenance Renewal	1.00	0.00	0.00
	CANCELLATION POLICY (revised Feb 2021): Cancellations and changes must be received 30 days PRIOR to the start of the maintenance term. Any notices received after will require a 3 month minimum term.  Email: AR@GlobalSoftwareCorp.com We appreciate your business!			
TAC-RMS	TAC10 RMS Suite: June 2024 to May 2025	1.00	10,345.00	10,345.00

Subtotal	10,345.00
Misc	0.00
Taxes	0.00
Freight	0.00
Total	10,345.00

**Remit To:**  
 TAC10  
 PO BOX 74008484  
 Chicago, IL 60674-8484

Invoice Questions? Please call Placidia Ahaiwe at 1-613-707-4313 or at our toll-free number 1-888-847-7747; you can also email us at [Support@globalsoftwarecorp.com](mailto:Support@globalsoftwarecorp.com)

Tax Exempt? Please send your exemption certificate to the address above

Annual Software Support Includes: Unlimited telephone and email support (M-F, 8:00am to 5:00pm EST, excluding holidays), Internet Support, Remote Support & Product Updates.

**Thank you for your business!**



**AGENDA ITEM # J – 12**

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

<b>DATE:</b>	August 5, 2024
<b>AGENDA ITEM:</b>	Aeration System – Nature Park
<b>ACTION:</b>	Motion

**SYNOPSIS:** The city has opted out of completing more treatments in the Nature Park quarry. Staff is seeking permission to place additional aeration systems within the quarry to help with oxygenation. Eldon is also working with the IDNR to introduce grass carp and other fish species to help control unwanted vegetation.

**BUDGET ITEM:** Parks

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024



**AGENDA ITEM # J – 13**

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

<b>DATE:</b>	August 5, 2024
<b>AGENDA ITEM:</b>	Visitor's Center Invoice
<b>ACTION:</b>	Motion

**SYNOPSIS:** The Historic Preservation Commission secured a grant to complete a mortar analysis, tuck point, clean, caulk and make repairs to the Visitor's Center exterior. The invoice from Technical Specialty Systems Corp for exterior repairs is \$21,305.00.

**BUDGET ITEM:** HPC

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024



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

**AGENDA ITEM # N – 1**

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

**DATE:** August 5, 2024

**AGENDA ITEM:** City Council goals

**ACTION:** None

**SYNOPSIS:** Staff is providing the Council with an accurate update to the goals and objectives that you have established for the 2023-2024 calendar year (FY 24 & FY 25).

**BUDGET ITEM:** Multiple

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/2/2024

## WORK IN PROGRESS WORKSHEET

### Project/Program: Swimming Pool

Project Champion: Matt Siders

#### PRELIMINARY ACTION PLAN

ACTION STEPS	PERSON(S) RESPONSIBLE	TARGET DATE	PROGRESS CHECK
1. Pool Feasibility Study	Matt Siders Water's Edge	7-1-23	Complete
2. Identify Potential Corrective Measures for Existing Pool	Matt Siders Water's Edge	12-1-23	Complete
3. Determine Internal and External Projects	Matt Siders Eldon Downs	12-1-23	In progress
4. Complete budget and secure funding	CA	6-1-24	Complete
5. Bid external projects	CA Water's Edge	8-19-24	
6. Construction oversight of pool improvements	CA Water's Edge PW/Parks	9-1-24	

## WORK IN PROGRESS WORKSHEET

**Project/Program: LMV Ambulance Study (Report)**

Project Champion: Jake Lindauer

### PRELIMINARY ACTION PLAN

ACTION STEPS	PERSON(S) RESPONSIBLE	TARGET DATE	PROGRESS CHECK
1. LMV Ambulance feasibility study	Jake Lindauer		Complete
2. Identification of possible funding sources	LMVAS	May 2024 - present	In progress
3. Discussion of construction schedule	LMVAS Board	N/A	
4. Site selection and construction of improvements	Jake Lindauer	N/A	
5.			
6.			

## WORK IN PROGRESS WORKSHEET

**Project/Program: Hwy 1 Design and Construction**

Project Champion: V&K w/ Eldon Downs

### PRELIMINARY ACTION PLAN

ACTION STEPS	PERSON(S) RESPONSIBLE	TARGET DATE	PROGRESS CHECK
1. Engineering Agreement with V&K	CA	FY 24	Approved 6/3/2024
2. Approve Agreement with IaDOT for construction of said improvements	CA	FY 25	
3. Identify funding sources for any city improvements needed during construction	CA	FY 25/26	
4. Project letting	IaDOT	FY 26	
5. Hwy 1 reconstruction	V&K	FY 26/27	
6.			

## WORK IN PROGRESS WORKSHEET

**Project/Program: Phase II Sewer Plant Improvements**

Project Champion: V&K w/ Alex Volkov/CA

### PRELIMINARY ACTION PLAN

ACTION STEPS	PERSON(S) RESPONSIBLE	TARGET DATE	PROGRESS CHECK
1. Complete plans and specifications – approval through IDNR	V&K	FY 26	
2. Secure SRF funding for phase II improvements	V&K/Speer Financial	FY 26	
3. Bid Phase II	V&K/CA	FY 26	
4. Construction of improvements	V&K/Alex	FY 26-27	
5.			
6.			



## WORK IN PROGRESS WORKSHEET

**Project/Program: 5<sup>th</sup> Ave Watermain Replacement**

Project Champion: Alex Volkov

### PRELIMINARY ACTION PLAN

ACTION STEPS	PERSON(S) RESPONSIBLE	TARGET DATE	PROGRESS CHECK
1. Funding is on Hold			
2.			
3.			
4.			
5.			
6.			

## WORK IN PROGRESS WORKSHEET

**Project/Program: Davis Park Lighting Project**

Project Champion: Matt Siders

### PRELIMINARY ACTION PLAN

ACTION STEPS	PERSON(S) RESPONSIBLE	TARGET DATE	PROGRESS CHECK
1. <b>Complete</b>			
2.			
3.			
4.			
5.			
6.			

## WORK IN PROGRESS WORKSHEET

**Project/Program: Uptown Streetscape Project**

Project Champion: Lori Boren

### PRELIMINARY ACTION PLAN

ACTION STEPS	PERSON(S) RESPONSIBLE	TARGET DATE	PROGRESS CHECK
1. Engineering agreement with JEO Consulting	Lori Boren JEO Consulting	1/2/2024	Approved 1/3/2024
2. Existing Streetscape Topo Survey & Geotech	Lori Boren JEO Consulting	Feb 2024	Complete
3. * Public Engagement Survey * Business Owner Kickoff Mtg * Design Workshop * Public Open House (City Hall) * Public Open House (1 <sup>st</sup> St Bldg)	Lori Boren JEO Consulting	Feb-May 2024 Feb 27, 2024 Apr 24, 2024 May 4, 2024 Aug 7, 2024	Complete Complete Complete Complete In Progress
4. Uptown Streetscape Masterplan	Lori Boren JEO Consulting	August 2024	In Progress
5. Preliminary Design	Lori Boren JEO Consulting	Sept 2024	
6. Final Design	Lori Boren JEO Consulting	Dec 2024	

## WORK IN PROGRESS WORKSHEET

**Project/Program: Website Development**

Project Champion: Lori Boren

### PRELIMINARY ACTION PLAN

ACTION STEPS	PERSON(S) RESPONSIBLE	TARGET DATE	PROGRESS CHECK
1. <b>Complete</b>			
2.			
3.			
4.			
5.			
6.			

## WORK IN PROGRESS WORKSHEET

Project/Program: Wayfinding Signage

Project Champion: CA

### PRELIMINARY ACTION PLAN

ACTION STEPS	PERSON(S) RESPONSIBLE	TARGET DATE	PROGRESS CHECK
1. Identify Locations/needs	Multiple people	Complete	Complete
2. Confirm JEO design for uptown – coordinate design elements	Lori/Leigh	Fall 2024	
3. RFP	Leigh	Fall 2024	
4. Designate sign family – establish sign type by location	Leigh/staff	Winter 2024- 2025	
5. Fabrication/installation	Contractor	2025	
6.			

## WORK IN PROGRESS WORKSHEET

### Project/Program: Sidewalk Construction Plan

Project Champion: Leigh Bradbury

#### PRELIMINARY ACTION PLAN

ACTION STEPS	PERSON(S) RESPONSIBLE	TARGET DATE	PROGRESS CHECK
1. Inspection/inventory of areas requiring abatement & infill	Leigh		Complete
2. Recheck priority repairs - measure specifics lengths & width	Leigh	July – August 2024	
3. Notify property owners w/ specific time to opt into city contract	Leigh	August 2024	
4. Compile list – calc total area & map – info to V&K	Leigh	End of August 2024	
5. Bid	V&K	Sept 2024	
6. Contractual work	Private Contractor	Spring 2025	

**WORK IN PROGRESS WORKSHEET**

**Project/Program: Implementing DEI Policies**

Project Champion: CA

**PRELIMINARY ACTION PLAN**

ACTION STEPS	PERSON(S) RESPONSIBLE	TARGET DATE	PROGRESS CHECK
1. Council identifies DEI strategies for Mt. Vernon	CA/Council	November 2024	
2. Review possibilities of outside firms completing cultural audit	CA/Council	November 2024	
3. Evaluation of DEI statements	Council	December 2024	
4. Develop DEI action plan	Council	FY 25	
5. DEI plan execution	Council/staff	FY 25/26	
6.			

**WORK IN PROGRESS WORKSHEET**

**Project/Program: Childcare Initiatives**

Project Champion: CA

**PRELIMINARY ACTION PLAN**

ACTION STEPS	PERSON(S) RESPONSIBLE	TARGET DATE	PROGRESS CHECK
1. Review established study information created by childcare committee	CA	FY 24/25	
2. Identify possible solutions w/ project investors		FY 24/25	
3. Review grant possibilities for new/existing facilities	City Hall	FY 25	
4. Renovation/construction of new facility		FY 26	
5.			
6.			



**CITY OF MOUNT VERNON, IOWA**

**2023 LEADERSHIP - GOAL SETTING –**

**STRATEGIC PLANNING WORK SESSION**

**EXECUTIVE SUMMARY**



**Executive Summary Written by  
Elizabeth Hansen, President**

**Midwest Municipal Consulting  
1210 NE 29<sup>th</sup> Street  
Ankeny, IA 50021  
515-391-9816**

[Ehansen.mmc@gmail.com](mailto:Ehansen.mmc@gmail.com)  
[www.midwestmunicipalconsulting.com](http://www.midwestmunicipalconsulting.com)

**CITY OF MOUNT VERNON, IA  
2023 LEADERSHIP – GOAL SETTING – PLANNING WORK SESSION**

**TABLE OF CONTENTS**

	<u>PAGE</u>
I INTRODUCTION .....	3
II INTRODUCTORY REMARKS .....	4
III COMMUNICATION ENHANCEMENT .....	4
IV REVIEW OF FISCAL YEARS 2021 & 2022 NEW INITIATIVES	5
V REVIEW OF PROGRESS BEING MADE .....	5
VI CHANGES THAT HAVE, AND ARE EXPECTED TO, IMPACT THE CITY: ISSUES AND OPPORTUNITIES.....	5
VII PROJECTS AND PROGRAMS IN PROCESS.....	6
VIII UPDATING THE CITY'S GOALS: POTENTIAL SOLUTIONS.....	6
IX THE GOALS PROGRAM .....	6
DEPARTMENT DIRECTORS RECOMMENDATIONS	
X ROLES AND RESPONSIBILITIES .....	6
XI CLOSING REMARKS .....	7
XII RECOMMENDED FOLLOW-UP ACTIONS .....	7
ATTACHMENTS .....	8-26

# CITY OF MOUNT VERNON, IA

## 2023 LEADERSHIP – GOAL SETTING – PLANNING WORK SESSION

### I INTRODUCTION

The City Council of the City of Mount Vernon held a Leadership – Goal Setting – Strategic Planning Work Session on August 28, 2023. The work session was held at the Mount Vernon City Hall. The work session was facilitated by Elizabeth Hansen, president of Midwest Municipal Consulting, LLC of Ankeny, Iowa.

Participants at all or part of the session were:

Tom Wieseler	Mayor
Craig Engel	Council Member
Deb Herrmann	Council Member
Paul Tuerler	Council Member
Scott Rose	Council Member
Chris Nosbisch	City Administrator
Lori Boren	Assistant City Administrator
Marsha Dewell	Finance Director/City Clerk
Eldon Downs	Public Works Director
Doug Shannon	Police Chief
Nathan Goodlove	Fire Chief
Leigh Bradbury	City Planner

Absent: Council Member Stephanie West

The primary objectives of the session were:

- 1) To provide the opportunity for all members of the City's leadership team to be part of the planning process
- 2) To enhance communication and develop renewed team spirit among the participants
- 3) To review progress being made by the City

- 4) To discuss changes that are likely to impact the City
- 5) To develop consensus on issues and opportunities facing the City  
(one to three-year perspective)
- 6) To develop an updated goals program for the City (one to three-year  
perspective)
- 7) To review the roles of the City's leadership team
- 8) To be an educational and enjoyable day

This report summarizes the results of the session and includes recommendations for follow-up actions to be taken.

## **II INTRODUCTORY REMARKS**

Mayor Tom Wieseler opened the goal setting – strategic planning work session thanking everyone for participating. City Administrator Chris Nosbisch then introduced the meeting facilitator, Elizabeth Hansen.

## **III COMMUNICATION ENHANCEMENT**

After introductory remarks were made, the facilitator reviewed the agenda and went over some ground rules. She then explained the importance of having a goal-setting – strategic planning session and indicated that one of the primary objectives of the retreat was to enhance communication among the participants. The first activity began the communication process by providing participants the opportunity to share backgrounds, perspectives on the greatest challenges facing the City, and expectations for the session.

The facilitator pointed out that there is passion, dedication, loyalty, and skills among the group; that they are serving for all the right reasons.

Many of the challenges cited were incorporated into later discussions on issues and opportunities facing the City.

**See attachment A for the  
Greatest Challenges Facing the City  
and Expectations for the Session**

**IV REVIEW OF FISCAL YEARS 2021 & 2022 NEW INITIATIVES WORK PLAN**

The first review was of the previously adopted strategic plan for fiscal years 2021 and 2022. The facilitator reviewed the responses to the questionnaire to affirm which New Initiatives were completed and ones that should remain on the Ongoing list of priorities. The City Administrator will review and update the tasks to accomplish each Initiative.

**See attachment B for the Review  
of Fiscal Years 2021 & 2022**

**V REVIEW OF PROGRESS BEING MADE**

The next activity focused on a review of the progress being made by the City over the last two years. It was agreed that significant progress has been made in several areas. Participants agreed there have been numerous successes. The facilitator suggested reviewing and celebrating these accomplishments by including the comprehensive list in an upcoming City newsletter, on the City's website, on continuous social media posts, and/or in the local newspaper.

**See attachment C for the Review  
of Progress being made by the City**

**VI CHANGES THAT HAVE, AND ARE EXPECTED TO, IMPACT THE CITY:  
ISSUES AND OPPORTUNITIES FACING THE CITY**

Participants discussed significant changes that have impacted the City over the past five years, and those anticipated changes that are expected to impact the City in the next five years.

**See Attachment D for a Listing of Issues  
Facing the City**

## **VII PROJECTS AND PROGRAMS IN PROCESS**

Participants reviewed a list of projects and programs already in motion. The facilitator expressed the importance of considering all of the work in progress before deciding on adding new priorities.

**See attachment E for a Listing of  
Projects and Programs management has In Progress**

## **VIII UPDATING THE CITY'S GOALS: POTENTIAL SOLUTIONS**

Participants identified several issues and opportunities facing the City from a one to three-year perspective. The listing provided a fresh update and consensus on issues, both external and internal, to be addressed by the City.

**See Attachment F for a Listing  
of Significant Initiatives (Solutions)**

## **IX THE GOALS PROGRAM**

The identified issues and opportunities were then converted into a proposed goals program for the City. The proposed goals program needs to be further discussed and refined, agreed upon, and then implemented.

**See Attachment G for the Proposed  
Goals Program for FISCAL YEARS 2022 & 2023  
and Department Director Recommendations**

## **X ROLES AND RESPONSIBILITIES**

Participants reviewed the major roles and responsibilities of the City Council, individual council members, the Mayor, City Administrator, Department Heads, City employees, and citizens. The facilitator recommended the group refer to the City's organizational chart and code of ordinance for further clarification as well as job descriptions, which can specify additional roles and responsibilities. The facilitator also reminded the group that by hiring a professional City Administrator and adopting the Mayor-Council Form of Government, they are protecting themselves and the City from liability. It was suggested to speak to the City Attorney if they had any questions.

**See Attachment H for the Listing  
of Major Roles and Responsibilities**

**XI CLOSING REMARKS**

The session concluded with the facilitator challenging the participants to make a positive impact in their leadership roles. She pointed out the interdependency of the City Council and staff, and the need to be mission and goal driven. The facilitator thanked the participants and wished them well in their tenure serving Mount Vernon.

**XII RECOMMENDED FOLLOW-UP ACTIONS**

It was agreed that considerable progress was made at the work session and that follow-up actions are needed.

The recommended sequence of actions is:

- 1) The City Administrator reviews the Executive Summary of the session
- 2) The City Administrator fine-tunes the prioritized issues and the suggested goals program
- 3) The City Administrator reviews the Executive Summary with the City Council
- 4) The City Council acts on the proposed goals program, including the action plan
- 5) An action plan is developed for each goal under the direction of the City Administrator
- 6) The City Council and City Administrator monitor progress on achievement of the goals regularly
- 7) A follow-up work session be scheduled in two years to evaluate progress and update the goals program

**CHALLENGES FACING THE CITY AND  
EXPECTATIONS FOR THE WORK SESSION**

(From the Enhancing Communication Worksheet)

**CHALLENGES**

- 1) Balancing Growth with Finances, Residential and Low-Moderate Income Housing, and Development
- 2) Childcare
- 3) Downtown Businesses and Storefronts
- 4) Completing Projects
- 5) Continued improvements – Keeping up with maintenance and infrastructure needs

**EXPECTATIONS**

- 1) Build consensus and prioritize goals to move forward
- 2) To learn and provide direction on where we want to go
- 3) To acclimate new people and set them up for success
- 4) To have unified direction



<b>REVIEW OF FISCAL YEAR 2021 &amp; 2022 ON-GOING PROJECTS AND NEW INITIATIVES WORK PLAN</b>
--

	<b>Item</b>	<b>Completed/Remain</b>
1.	Modernize Waste Services – Recycling, food waste recovery, and compost program	-Recycling and Compost Program Completed -Food Waste Recovery Remain
2.	Research opportunities for fiber optic network and community utility co-op electric gas and cable	Remove
3.	Improve the City website – transitioning to a more user-friendly text/email notification system and online city bill pay	Remain – Oct 2023
4.	Signage Clutter Simplification – wayfinding and signage and way signage for US Highway 30 and Iowa Highway 1 Interchange	Remain – Same as 16. below
5.	Senior Housing Plan and Low-Moderate Income (LMI) Housing – getting some concrete activity/construction of housing opportunities	Remain – FY24
6.	Annexation Plan and Economic Development Plan – pursue businesses for US Highway 30 bypass area and fringe agreement with Linn County	Remain
7.	Renewable Energy Plans – research more solar options for City facilities and a possible solar farm	-City Facilities Complete -Solar Farm Remain
8.	Study or Plan regarding the current swimming pool	Completed
	<b>Capital Improvement Projects</b>	
9.	Completion of the Police Station renovations	Remain – Dec 2023
10.	Citywide radio uniformly/repeaters at generator sites – Police Department, Wastewater Treatment Plant, Water Tower, and Pump Station	Remain
11.	Public Works Building on Bryant Road – Phase II	Remain
12.	Infrastructure (sewer/water) for the bypass area	Remain
13.	Downtown Streetscape Project _ Phase II – North alley work and additional design phase and replacing existing curb stops in Downtown Area and a watermain replacement	Remain
14.	Compost Site and brush drop-off location	Completed
15.	Reconstruction of Palisades Road	Completed
16.	Signage on US Highway 30 bypass directing visitors to downtown area	Same as 4. above

**REVIEW OF PROGRESS BEING MADE BY THE CITY:  
WHAT IS WORKING WELL?**

**THE SUCCESSES**

**Project/improvement - Infrastructure**

Parking Lot and ADA Compliance work completed at the fire station
Purchase and remodeling the Latter Day Saints church for police offices
Construction of new public works cold storage facilities
Art installation at the Lester Buresh Center (LBC)
Renovation of City Hall
New Web Site
Hiring an Assistant City Administrator
Nature Park Pond Beautification with adding aeration and water treatment
Implementing a citywide safety training program
Transitioned into an automated recycling, yard waste, and refuse service with Republic Services
Palisades Road resurfacing
Pocket Park
Upgraded various vehicles and equipment
LBC construction and operation
Swimming pool study
Proposal with Community Housing Initiative (CHI) for Low-Moderate Income (LMI) housing
Potential sale of old fire house building
City parks- attention to landscaping and hardscape
Water meter replacement project w/work over 2 years
Continuation of trail plan. Trail connection by dog park
Finished the UV phase of the treatment plant process
Wellness Center trail, lighting, and equipment completed
Tree removal & replacement program- recovery from Derecho and Emerald Ash Borer
Pool Replacement/Splashpad Development
Chris has provided an extensive list of accomplishments
Culvert removal & Bridgework- 1 <sup>st</sup> Street W
Water main reconstruction in the SW quadrant

### **Budget/Finance**

Increased property tax from \$12.99 per \$1,000 to \$13.16
Survived/thrived during the pandemic and derecho
Received Linn County ARPA funds for televising and sewer restoration projects
Adjustments in healthcare insurance and the provider group
Maintain tax rates to meet budget needs
Establish and Flexible use of Franchise fees
Use of third party to acquire solar arrays, saving energy costs
Using TIF to obtain funding for LMI projects
Reimbursement from the recent Derecho, over \$344,000

### **Community & Economic Development/Housing/Parks & Recreation/Library**

Great American Mainstreet USA recognition, top 8 in the Country.
New businesses, such as Scooters, Dr. Pospisel's new office, restaurants, etc.
Mount Vernon Pharmacy relocation
Mainstreet Director is an employee of the City
Many Mainstreet dollars for the businesses
Creation of the Mt. Vernon Community Foundation – Community Betterment
Replan of Highway 30 bypass area- zoning
Flexibility to explore options outside of city limits when requested
Sculpture Trail Artwork Grant
Complete our fiscal agreement to Mount Vernon Community School District (MVCSD) on Activities Complex pledge of \$40K.
Grant received for work on the visitor center – Historic Preservation
Home assistance grants with the use of TIF set aside for Low to Moderate Income families
Financial assistance to small businesses during the shut-down due to COVID 19
Continued membership of the Metro Economic Development Alliance

### **City Operations/Human Resources/Policies/Facilities**

Adjusted wages based on a wage study that Mount Vernon had been included on
Pro-actively renegotiated police and union staff contracts
Transition of administrative staff, including the new finance director
Departmentalizing the overall scope of duties and projects
Facilities/storing city assets
City positions for park beautification
Use Linn County inspectors to address nuisance abatements.
Continue a positive/civil relationship between elected officials and City staff at all levels
Focus on Safety/Work comp

### **Public Safety**

Merging Mount Vernon and Lisbon police forces
Citywide tree clearance over streets and sidewalks
Tree and brush removal that pose safety issues at parks and in the city ROW
Repairing sidewalks and pavement to prevent trip hazards
Partnership with Fire District
LMV Ambulance Service reorganization and consultant site study
Filled police opening and added admin person to staff
Equipment upgrades

Received an emergency generator grant
Received an IDNR Grant for firefighting gear
Received Linn County ARPA funds for an ambulance

**CHANGES THAT HAVE IMPACTED AND ARE  
EXPECTED TO IMPACT THE CITY:  
ISSUES AND OPPORTUNITIES**

Please note that (S) indicates a note from Staff and (E) indicates a note from Elected Officials.

**Item**

- Community Development Group (CDG) does not view itself as responsible for economic growth in terms of marketing and recruitment of new businesses in Mount Vernon (E)  
 Is there an aligned vision with Mount Vernon's three largest employers (City, MVCSD, Cornell College)? (E)  
 There is a dearth of affordable childcare options (E)  
 There is a dearth of LMI housing options (E)  
 There is tension between historic MV and the new neighborhoods that have been/will be developed (e.g., lot size, streets, porches) (E)  
 Is Mount Vernon ready to expand north of the RR tracks (which will require infrastructure investments) (E)  
 How do we ensure that the development of the bypass area complements the downtown? (E)  
 What will happen to Kernoustie (Golf Course)? (E)  
 Creation of additional and expanded bike and running trails (connecting to CR) (E)  
 Residential housing expansion (S)  
 Commercial growth at bypass Hwy 30 (S)  
 So much on the plate that some items take longer to complete than they should (signage is an example) (E)  
 Roundabout replanning with IDOT (E)  
 Promotion of community. Link to CDG website (E)  
 Re-establish the housing commission and plans for Senior options (E)  
 Spring Meadow Heights development; timing of plans for the condominiums, affordable options? (E)  
 Sequencing of construction projects- Highway 1 and 1<sup>st</sup> Street Business District (E)  
 Make decision on pool options and how to finance or do we need to go to a vote? (E)  
 Decide on how to complete Main Street project w/least impact on businesses and festivals. (E)  
 Set an annual calendar for what monthly celebrations we will honor and meetings around holidays. (E)  
 Establish the next steps with the old fire station. (E)  
 Affordable Workforce Housing Solutions – is the LMI fee option working? (S)  
 Install/expand play structures within .5 miles of Stonebrook & Spring Meadow Heights (S)  
 Increase interdepartmental communication on current projects/items of significance. Share with staff as appropriate for a team environment and improved communication with the public while in the field and in the office. (S)  
 Goal setting provides an opportunity for the preservation of MV's unique community identity: Council-led support/promotion/preservation of Main Street Iowa mentality – focused as a community that supports and places significant value on entrepreneurship and small/family-owned & home-grown businesses. (S)  
 Highway 1 access to Spring Meadows (S)  
 Having grant-ready projects, based on Council priorities & existing planning docs (S)

The City could do a better job of preparing for growth. More restaurants and businesses are needed as developments are occurring. (S)  
COVID aftereffects (Derecho as well)- challenge (S)  
FEMA: waiting on disbursements still (S)  
State legislature- reduction of revenue sources (S)  
US Nameplate – desire to have city services (E)  
Political climate (S)  
How much is too much growth? (S)  
Phase II sewer renovations (S)

<b>PROJECTS AND PROGRAMS: WORK IN PROGRESS</b>
--

1.	New Stonebrook #2
2.	Continued housing development in SW and NE quadrants – Stonebrook 7-11 <sup>th</sup> Additions, Spring Meadow Heights Phases 1-3
3.	Swimming Pool
4.	Report the results of the LMV Ambulance study
5.	Highway 1/1 <sup>st</sup> Avenue design – IDOT to initiate contracts
6.	Economic expansion – voluntary annexation of property
7.	HPC guidelines and process. Having improved systems for applicants with HPC.
8.	Keep working closely with Linn County departments on projects that can impact us positively Public Health, Trails Group
9.	Nutrient Reduction Plan completed at Sewer Treatment Plant – Phase II.
10.	5 <sup>th</sup> Avenue water main replacement.
11.	Davis Park lights, concession stand, and field improvements.
12.	Economic growth – Hwy 30 corridor development
13.	Downtown Streetscape RFP
14.	Research on development/zoning trends and update code where possible: Accessory Dwelling Units, Shipping Containers, short-term rentals
15.	Website development
16.	Wayfinding signage
17.	Implementing the sidewalk construction plan
18.	Implementing DEI policies
19.	Work with MVCSD and police on parking and another traffic outlet at new Activities Complex
20.	Continuing focus on childcare efforts with community partners

<b>UPDATING THE CITY'S GOALS: POTENTIAL SOLUTIONS</b>
---

	<b>Item (What is the solution?)</b>	<b>New Initiative (Action Needed) Or On-Going</b>
1.	Take advantage of our connection to the Cedar Rapids Metro Alliance? Joint meeting with CDG on roles and responsibilities.	New
2.	Economic Development – Create a sub-committee.	New
3.	Review the brush pick-up policy	New
4.	Review the fee schedule - invoicing for services and materials	New
5.	Establish criteria for maintenance and design of property within the business district	New
6.	Establish proper use (old bowling alley being used as random storage)	Ongoing
7.	Celebration criteria (PRIDE month request for flags/display) We need to formalize	Ongoing
8.	Tackle Auxiliary Dwelling Units, short-term rentals, (refer to the final report from the Housing Commission) in the code.	New
9.	Define and control Long Term Rental property maintenance and code of conduct	New
10.	Link website to Community Foundation and CDG	Ongoing
11.	Modernize the HPC criteria design and process	New
12.	Use Office365 for what it is meant for (instead of emailing to city council share the document) (collaboration uses could be explored).	New. Include 12
13.	Explore use of TEAMS from Office365 instead of Zoom.	New. Include 13
14.	Comprehensive Plan Update. Future business development at the bypass. Educate Council / Staff / Community on managing growth successfully – what does that look like? Need top-down support for smart development. How is that accomplished? Start that conversation with policymakers and admin/staff, as deemed appropriate.	New
15.	Presentation on Smart Development	New
16.	Traffic and growth patterns: Intersection redesign for Bryant / First St / 10 <sup>th</sup> Ave - future demand.	New
17.	Update all City Maps to include new developments	New
18.	Connect with Interurban Trail System and with Linn County	New
19.	Discussion on Economic Development – Does MV want to be proactive & reach out to recruit certain developers/businesses?	New. Include with 2.
20.	Stormwater Management Master Planning, including rates, management, and plantings	New
21.	Research and purchase the city's financial payroll, utility billing, and financial software system	New



22.	Initiate conversations with emergency service stakeholders to review apparatus for the FD	New
23.	Space needs analysis for Fire Station	New
24.	Painting the water tower – consider sponsorship/marketing	New
25.	Succession planning for senior staff members	New
26.	Traffic Engineering for Spring Meadow Heights to Hwy 1 – future demand for growth patterns. Safe routes. Pedestrian/bicycle crossings – three locations: Hwy 1 N & S, Business 30 East	New

**THE CITY'S GOALS PROGRAM  
FOR FISCAL YEARS 2023 & 2024**

**THE CITY'S ON-GOING PRIORITIES  
FOR FISCAL YEARS 2023 & 2024**

**ON-GOING PRIORITIES**

1.	Modernize Waste Services – Food waste recovery program
2.	Improve the City website – transitioning to a more user-friendly text/email notification system and online city bill pay
3.	Signage Clutter Simplification – wayfinding and signage and way signage for US Highway 30 and Iowa Highway 1 Interchange
4.	Senior Housing Plan and LMI Housing – getting some concrete activity/construction of housing opportunities
5.	Annexation Plan and Economic Development Plan – pursue businesses for US Highway 30 bypass area and fringe agreement with Linn County
6.	Renewable Energy Plans – Research a possible solar farm
7.	Report the results of the LMV Ambulance study
8.	HPC guidelines and process. Having improved systems for applicants with HPC.
9.	Keep working closely with Linn County departments on projects that can impact us positively Public Health, Trails Group
10.	Downtown Streetscape RFP
11.	Research on development/zoning trends and update code where possible: Accessory Dwelling Units, Shipping Containers, short-term rentals
12.	Website development
13.	Implementing DEI policies
14.	Work with MVCSD and police on parking and another traffic outlet at new Activities Complex
15.	Continuing focus on childcare efforts with community partners
	<b>Capital Improvement Projects</b>
16.	Completion of the Police Station renovations
17.	Citywide radio uniformly/repeaters at generator sites – Police Department, Wastewater Treatment Plant, Water Tower, and Pump Station
18.	Public Works Building on Bryant Road – Phase II
19.	Infrastructure (sewer/water) for the bypass area
20.	Downtown Streetscape Project _ Phase II – North alley work and additional design phase and replacing existing curb stops in Downtown Area and a watermain replacement
21.	New Stonebrook #2
22.	Continued housing development in SW and NE quadrants – Stonebrook 7-11 <sup>th</sup> Additions, Spring Meadow Heights Phases 1-3
23.	Swimming Pool

24.	Highway 1/1 <sup>st</sup> Avenue design – IDOT to initiate contracts
25.	Economic expansion – voluntary annexation of property
26.	Nutrient Reduction Plan completed at Sewer Treatment Plant – Phase II.
27.	5 <sup>th</sup> Avenue water main replacement.
28.	Davis Park lights, concession stand, and field improvements.
29.	Economic growth – Hwy 30 corridor development
30.	Wayfinding signage
31.	Implementing the sidewalk construction plan

<b>THE CITY'S PROPOSED NEW INITIATIVES FISCAL YEARS 2023 &amp; 2024</b>
---

# of VOTES

5	1.	Connection to the Cedar Rapids Metro Alliance – possibly create an economic development sub-committee to discuss roles, responsibilities, and expectations.
0	2.	Review the brush pick-up policy
0	3.	Review the fee schedule - invoicing for services and materials
2	4.	Establish criteria for maintenance and design property within the business district
2	5.	Tackle Auxiliary Dwelling Units, short-term rentals, (refer to the final report from the Housing Commission) in the code.
0	6.	Define and control Long Term Rental property maintenance and code of conduct
0	7.	Modernize the HPC design criteria and process
0	8.	Use Office365 for what it is meant for (instead of emailing to city council share the document) (collaboration uses could be explored). Explore use of TEAMS from Office365 instead of Zoom.
1	9.	Research and purchase the city's financial payroll, utility billing, and financial software system
5	10.	Comprehensive Plan Update.
0	11.	Traffic and growth patterns: Intersection redesign for Bryant / First St / 10 <sup>th</sup> Ave - future demand.
0	12.	Update all City Maps to include new developments
3	13.	Connect with Interurban Trail System and with Linn County
1	14.	Stormwater Management Master Planning, including rates, management, and plantings
1	15.	Initiate conversations with emergency service stakeholders to review apparatus for the FD
1	16.	Space needs analysis for Fire Station
0	17.	Painting the water tower – consider sponsorship/marketing
3	18.	Succession planning for senior staff members
1	19.	Traffic Engineering for Spring Meadow Heights to Hwy 1 – future demand for growth patterns. Safe routes. Pedestrian/bicycle crossings – three locations: Hwy 1 N & S, Business 30 East
0	20.	Report: Smart Development.

<b>DEPARTMENT DIRECTORS RECOMMENDED NEW INITIATIVES FISCAL YEARS 2023 AND 2024</b>
--

## # of VOTES

1	1.	Take advantage of our connection to the Cedar Rapids Metro Alliance. Joint meeting with CDG on roles and responsibilities.
8	2.	<b>Create an economic development sub-committee.</b>
0	3.	Amend the brush pick-up policy
3	4.	Review the fee schedule - invoicing for services and materials
0	5.	Establish criteria for maintenance and design property within the business district
1	6.	Tackle Auxiliary Dwelling Units, and short-term rentals, (refer to the final report from the Housing Commission) in the code. Define and control Long Term Rental property maintenance and code of conduct
2	7.	Modernize the HPC criteria (refer to the Aumundson event) and process
0	8.	Use Office365 for what it is meant for (instead of emailing to city council share the document) (collaboration uses could be explored). Explore use of TEAMS from Office365 instead of Zoom.
2	9.	Research and purchase the city's financial payroll, utility billing, and financial software system
7	10.	<b>Comprehensive Plan Update.</b>
6	11.	<b>Traffic and growth patterns: Intersection redesign for Bryant / First St / 10<sup>th</sup> Ave - future demand. Traffic Engineering for Spring Meadow Heights to Hwy 1 – future demand for growth patterns. Safe routes. Pedestrian/bicycle crossings – three locations: Hwy 1 N &amp; S, Business 30 East</b>
3	12.	Update all City Maps to include new developments
3	13.	Connect with Interurban Trail System and with Linn County
.2	14.	Stormwater Management Master Planning, including rates, management, and plantings
4	15.	<b>Initiate conversations with emergency service stakeholders to review FD apparatus</b>
4	16.	<b>Space needs analysis for Fire Station</b>
1	17.	Painting the water tower – consider sponsorship/marketing
3	18.	Succession planning for senior staff members

**ROLES AND RESPONSIBILITIES  
OF THE CITY COUNCIL**

**MOST SIGNIFICANT**

1. To provide leadership, direction, and long-range planning for the City
2. To determine policy for the City
3. To hire and monitor the performance of the City Administrator
4. To adopt an annual budget for the City
5. To represent the collective best interests of the City and the citizens of the City
6. Determine vision, values and set the “tone” for the City

**ROLES AND RESPONSIBILITIES  
OF INDIVIDUAL COUNCIL MEMBERS**

**MOST SIGNIFICANT**

1. To represent the citizens and be accessible to them
2. To make leadership and policy decisions for the greater good of the City
3. To be prepared for, and participate in, council meetings
4. To act professionally and listen respectfully to other council members, staff, and citizens
5. To share information and communicate openly with the City Administrator and other council members (Administrator then shares with staff)
6. Listeners, educators, promoters, supporters

## **ROLES AND RESPONSIBILITIES OF THE MAYOR**

### **MOST SIGNIFICANT**

1. To conduct orderly and effective City council meetings
2. To represent the City at public functions and negotiate contracts unless delegated to the City Administrator
3. To facilitate discussions on agenda items and help resolve conflict among council members
4. To make advisory committee appointments
5. To sign the City's legal documents
6. To also function as a council member
7. To be a first line of communication and sounding board for the City Administrator
8. Coordinate with the City Administrator to manage the Police Chief

## **ROLES AND RESPONSIBILITIES OF THE CITY ADMINISTRATOR**

### **MOST SIGNIFICANT**

1. To prepare and provide information for the council, make policy recommendations based on the information, and implement adopted policies
2. To be a liaison between the council and staff
3. To provide leadership and foster a positive work environment for the City's employees
4. To develop and administer the City's annual budget
5. To hire and terminate (when necessary) City employees, with the exception of the Library Director, City Attorney, or City Clerk.
6. Mediates and resolves conflicts, negotiator, timer, educator, evaluator, and cutter



## **ROLES AND RESPONSIBILITIES OF DEPARTMENT HEADS**

### **MOST SIGNIFICANT**

1. To provide leadership and goals for their departments
2. To manage the day-to-day quality operations of their departments
3. Analyze issues, evaluate services, and develop professional recommendations as experts
4. To prepare and administer the department's annual budget
5. To communicate and cooperate with other entities in the City
6. To keep the City Administrator and department staff informed
7. To provide training and development opportunities for department employees
8. To recommend new hires to the City Administrator
9. Researchers, planners, preparers, cutters, shock absorbers

**ROLES AND RESPONSIBILITIES  
OF ALL CITY EMPLOYEES AND CITY  
OFFICIALS**

**MOST SIGNIFICANT**

1. To understand the relationship between the Mayor, Council, Administration and Staff
2. To act in accordance with defined roles
3. To have a positive attitude towards their job and when dealing with the public
4. To be team players
5. To be fiscally responsible
6. To be a positive representative and ambassador of the City
7. To have a strong work ethic
8. To be receptive to, and participate in, training and development opportunities
9. To be innovative problem solvers

**ROLES AND RESPONSIBILITIES  
OF THE CITIZENS**

**MOST SIGNIFICANT**

1. To vote in City elections
2. To provide fiscal support for City services and operations
3. To be informed of issues that affect the City and to communicate their concerns to the City's elected officials and staff
4. To be involved in community affairs
5. To be positive contributors to the community

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

---

**CITY OF MT. VERNON  
CITY ADMINISTRATOR  
REPORT TO THE CITY COUNCIL  
August 5, 2024**

---

- The preconstruction meeting for the 2024 Sanitary Sewer improvements will be held at 9 a.m. on Thursday, August 8, 2024.
- Just a reminder that the Uptown Streetscape Master Plan open house will be held on Wednesday, August 7, 2024, from 5:30 p.m. to 7:30 p.m. at the First Street Community Center.
- Please see the attached letter of appreciation from the Mount Vernon Area Arts Council.



**MOUNT VERNON  
AREA ARTS COUNCIL**

**Mount Vernon Area  
Arts Council  
(MVAAC)  
P.O. Box 297  
Mount Vernon, IA  
52314  
[www.mvaac.org](http://www.mvaac.org)**

*Incorporated in 2004 as a  
501 (c) 3 nonprofit organization,  
MVAAC is dedicated to creating  
a community where the arts are  
economic drivers as well as an  
aesthetic component of the  
Mount Vernon/Lisbon area.*

**Board of Directors**

*President  
Tiffany Carr*

*Vice President  
Danielle Chargo*

*Treasurer  
Marie DeVries*

*Secretary  
Sara Gaarde*

*Members  
Christine Flavin  
Jean Lehman  
Steve Maravetz*

*Mount Vernon Poet Laureate  
2021-2024  
Amelia Kibbie*

*Artist-in-Residence 2023-24  
Sarah Fitzgerald*

July 8, 2024

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

Thank you for supporting the arts in our community. Your generous **\$5,500** contribution is very much appreciated! Because of the City's award—as well as the gifts of local businesses and individuals—we are celebrating 20 years of public art, concerts, festivals, scholarships, poetry, storytelling and more.

MVAAC projects include the following.

- Together with the City, MVAAC participates in Mount Vernon's *Chalk the Walk* each May.
- In September, we will hold the eighteenth *Lincoln Highway Arts Festival*. In addition to art sales, there will be giant puppets, music, poetry & food!
- The 2021-2024 Poet Laureate, Amelia Kibbie, a Mount Vernon native who lives and teaches in Lisbon, presents an original poem at the Mount Vernon Memorial Day event.
- MVAAC awards grants up to \$500 for local arts projects.
- MVAAC & the Mount Vernon Parks & Rec Commission are working together on a Sculpture Trail along the path that runs from Nature Park to the Elliott ball fields. Four sculptures were installed last August and one just recently—check out the new stainless-steel dragonfly on the trail! The Garner Family established a *Mount Vernon Sculpture Trail Maintenance Fund* at the Greater Cedar Rapids Community Foundation that will enable MVAAC to make repairs and provide sculpture upkeep when needed.
- Retired art teacher Sarah Fitzgerald is MVAAC's first Artist-in-Residence (AIR). Like the Mount Vernon Poet Laureate, the AIR conducts community outreach which has included monthly artist meetings ("Creatives Connect") at Cole Library on the Cornell campus and a kids art class at SE Linn Community Center in Lisbon.

The **City of Mount Vernon** will be listed in MVAAC publications as well as on our website and at programs when feasible. For more about us, go to [www.mvaac.org](http://www.mvaac.org) or our Facebook page. Please contact me or any of our Board members with questions or comments.

Thanks Again!

*Tiffany Carr*  
Tiffany Carr, President

*Chris - Please pass on our  
thanks to the Mayor and  
City Council for the continuing  
support of the city for the  
arts. So awesome!*