

City of Mt. Vernon, Iowa

Meeting:	Mt. Vernon City Council Meeting
Place:	Mt. Vernon City Hall, 213 1st Street NW, Mt. Vernon, Iowa 52314
Date/Time:	January 6, 2025 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	January 3, 2025

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

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

You will be prompted for the following information:

1. Telephone #: 1-312-626-6799
2. Meeting ID: 880 1807 4925
3. Password: 009834

Should you need assistance to access the meeting, please contact Chris at 319-359-8613.

- A. Call to Order**
- B. Agenda Additions/Agenda Approval**
- C. Communications:**
 1. Unscheduled

If you wish to address the City Council on subjects pertaining to today's meeting agenda, please wait until that item on the agenda is reached. If you wish to address the City Council on an item **not** on the agenda, please approach the microphone and give your name and address for the public record before discussing your item. Each individual will be granted no more than five (5) minutes.

- D. Consent Agenda**

Note: These are routine items and will be enacted by one motion without separate discussion unless a Council Member requests separate consideration.

1. Approval of City Council Minutes – December 16, 2024 Regular Council Meeting
2. Approval of Liquor License – Wilkie Liquors
3. Approval of Scott Russell Morris – Mount Vernon Poet Laureate

- E. Public Hearing**
 1. Public Hearing on the Proposed Amendment No.10 to the Mount Vernon Urban Renewal Plan
 - i. Close Public Hearing – Proceed to G-1
 2. Public Hearing on the Proposal to Enter into a Development Agreement with Kwik Trip, Inc.
 - i. Close Public Hearing – Proceed to G-2

3. Public Hearing to Consider an Ordinance to Amend the Comprehensive Plan and Official Zoning Map to Rezone Certain Property, Locally Known as 1040 2nd Avenue NW, from Traditional Residential (TR) with a Public Use Overlay to Limited Industrial (LI)
 - i. Close Public Hearing – Proceed to F-1

F. Ordinance Approval/Amendment

1. Ordinance #1-6-2025A: Amending the Comprehensive Plan and Official Zoning Map to Rezone Certain Property, Locally Known as 1040 2nd Avenue NW, from Traditional Residential (TR) with a Public Use Overlay to Limited Industrial (LI)
 - i. Motion to approve first reading and proceed to the second reading (Council may suspend rules and proceed to the final reading after a vote of the first reading)

G. Resolutions for Approval

1. Resolution #1-6-2024A: Determining an Area of the City to be an Economic Development and Blighted Area, and that the Rehabilitation, Conservation, Redevelopment, Development or a Combination Thereof, of Such Area is Necessary in the Interest of Public Health, Safety or Welfare of the Residents of the City: Designating Such Area as Appropriate for Urban Renewal Projects: and Adopting the Amendment No. 10 to the Mount Vernon Urban Renewal Plan
2. Resolution #1-6-2024B: Approving and Authorizing Execution of a Development Agreement by and Between the City of Mount Vernon and Kwik Trip, Inc.

H. Mayoral Proclamation

1. Proclamation Establishing January 2025 as Human Trafficking Prevention and Awareness Month

I. Old Business

1. None

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Necessary Electric and Fiber Optic Work for the Smart Streetlight Project – Council Action as Needed
3. Discussion and Consideration of Pay Application #3 – Glenn Street Extension – Council Action as Needed
4. Discussion and Consideration of Invoice #157163 – Uptown Streetscape Improvements – Council Action as Needed
5. Discussion and Consideration of the Old Fire Station Site Plan – MV Brews LLC – Council Action as Needed
6. Discussion and Consideration of V&K Invoice #51378 - 2 – Rachel Street Improvements – Council Action as Needed
7. Discussion and Consideration of V&K Invoice #51372 - 6 – Glenn Street Extension Project – Council Action as Needed
8. Discussion and Consideration of V&K Invoice #51364 - 5 – 2024 Sanitary Sewer Rehabilitation Project – Council Action as Needed
9. Discussion and Consideration of Ladder Truck Purchase Contract – Council Action as Needed

K. Reports to be Received/Filed

1. None

L. Discussion Items (No Action)

1. None

M. Reports of Mayor/Council/Administrator

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

N. Adjournment

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

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

D. Consent Agenda

The Mount Vernon City Council met December 16, 2024, at City Hall, 213 1st Street NW, Mount Vernon, IA. A Zoom option was available. The following Council members were present: Andresen, Rose, Tuerler, West and Engel.

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

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

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

Approval of City Council Minutes – December 2, 2024 Regular Council Meeting
Appoint Neil Rud – Park and Rec Board

Resolutions for Approval

Resolution #12-16-2024A: Approving Fiscal Year 2024-2025 Transfers. This transfer resolution includes five revised debt service payment amounts. The other three projects were initiated after the start of the fiscal year. Motion made by Rose, seconded by West to approve Resolution #12-16-2024A. Roll call all yes. Resolution passes.

Resolution #12-16-2024B: Terminating the Moratorium, Established in Resolution 10-21-2024C, on Smoke and Consumption Use Businesses for CBD, Hemp, THC/Cannabis Products, Psychoactive Products and Synthetic Marijuana, Including Smoke, Tobacco, Nicotine and Vape Shops Where More than 10% of the Business Square Footage is Dedicated to Consumption or Retail Sales within the City of Mount Vernon, Iowa. Now that both ordinances have been published and have become law, the moratorium needed to prevent new applications from being reviewed during the ordinance adoption process can be rescinded. Motion made by Tuerler, seconded by Rose to approve Resolution #12-16-2024B. Roll call all yes. Resolution passes.

Motions for Approval

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

PAYROLL	CLAIMS	120,271.61
L.L. PELLING CO INC	PAY APP #3-FINAL BUSINESS 30 OVERLAY	37,020.34
WATERS EDGE AQUATIC DESIGN LLC	RENOVATION PLANNING-POOL	29,725.00
REPUBLIC SERVICES #897	GB,RECYL-SW RESIDENTIAL	24,271.31
REPUBLIC SERVICES #897	GB,RECYL-SW COMMERCIAL	14,958.31
US BANK	CREDIT CARD CHARGES-ALL DEPTS	10,064.61
JEO CONSULTING	DOWNTOWN STREETSCAPE-LOST III	7,309.60
MV VOLUNTEER FIREFIGHTERS ASSOC	PARSONS ENDOWED GRANT-FD	4,000.00
GRONEWOLD, BELL, KYHNN & CO PC	AUDIT FEES-ALL DEPTS	3,746.38
TREASURER STATE OF IOWA	SALES TAX	3,424.12
MEMORIALS BY MICHEL	STONE RELOCATION-CEM	3,150.00
TREASURER STATE OF IOWA	WET TAX	2,834.44
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	2,698.96

HEAD RUSH TECHNOLOGIES	ROCK WALL MAINT-LBC	2,253.60
STATE HYGIENIC LAB	TESTING-SEW	1,930.00
DIESEL TURBO SERVICES INC	VEHICLE/EQUIP MAINT-RUT	1,887.94
PNP	FUEL-PD	1,416.84
VISU-SEWER LLC	HWY 1 STORM SEWER CCTV-FINAL	1,154.55
LYNCH DALLAS PC	LEGAL FEES-P&A	1,140.00
PITNEY BOWES	METER POSTAGE-ALL DEPTS	1,000.00
RED LION RENEWABLES	SOLAR ELECTRIC-P&A,PD,LBC	986.74
CATERPILLAR FINANCIAL SERVICES	GENERATOR-PD	949.39
BANKCARD 8076	CREDIT CARD FEES-LBC,P&REC	862.12
KIRKWOOD COMMUNITY COLLEGE	TRAINING-FD	725.00
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	633.69
AFFORDABLE HEATING & COOLING	HVAC MAINT-CITY HALL	630.13
AUDITOR OF STATE	AUDIT FILING FEE-P&A	625.00
AMAZON CAPITAL SERVICES	OFFICE EQUIP-LBC	616.74
IOWA SOLUTIONS INC	COMPUTER MAINT-PD	510.00
MARKET STREET	COMPUTER MAINT-HPC	500.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	474.80
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-LBC	447.07
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	386.00
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-PD	378.62
MEDIACOM	PHONE/INTERNET-SEW	350.43
IOWA SOLUTIONS INC	COMPUTER MAINT-ALL DEPTS	340.00
AMAZON CAPITAL SERVICES	COMPUTER EQUIP-PD	339.96
AMAZON CAPITAL SERVICES	EQUIPMENT-PD	323.34
BRADY LANHAM	MAGICAL NIGHT POWER-CDG	320.00
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	316.59
MEDIACOM	PHONE/INTERNET-PW	315.81
GAZETTE COMMUNICATIONS	BID NOTICE-LBC GENERATOR	282.81
CITY LAUNDERING CO	SERVICES-LBC	280.59
CURTIS ENGLISH	PORTABLE RR RENTALS-P&REC	260.00
SUBWAY	DARE TRAINING-PD	252.00
SHERWIN WILLIAMS CO.	PAINT/SUPPLIES-PD	247.04
KONE INC	ELEVATOR MAINT-P&A	212.67
KONICA MINOLTA	MAINT PLAN/COPIES-PD	212.52
KONICA MINOLTA	MAINT PLAN/COPIES-PD	207.31
RC TECH	CAMERA SERVICE-SW	186.50
CITY LAUNDERING CO	SERVICES-CITY HALL	178.64
GARY'S FOODS	SUPPLIES-P&REC,LBC,P&A	173.61
CENTRAL IOWA DISTRIBUTING	SUPPLIES-PW	172.00
EXPRESS PRINTING & DESIGN	SUPPLIES-PD	147.67
LYNCH FORD-LYNCH CHEVROLET	VEHICLE MAINT-PW	141.10
IOWA PRISON INDUSTRIES	PLAQUES-P&A	140.95
PROFESSIONAL WINDOW CLEANING	WINDOW CLEANING-CITY HALL	140.00
TECH SOLUTIONS	FIRE ALARM MONITORING-LBC	136.35
AMAZON CAPITAL SERVICES	UNIFORMS-PW	134.97
BANKCARD 8076	REFUND-LBC	115.11
KONICA MINOLTA	MAINT PLAN/COPIES-LBC	113.30
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-POOL	108.77
AIRGAS INC	CYLINDER RENTAL-PW	99.68
ELDON DOWNS	TRAINING SUPPLIES-ALL DEPTS	96.54
LYNCH FORD-LYNCH CHEVROLET	VEHICLE MAINT-PD	91.75
NEAL'S WATER CONDITIONING	WATER/SALT-ALL DEPTS	84.75
RICKARD SIGN AND DESIGN	CITY HALL SIGN CHANGES	80.00

AMAZON CAPITAL SERVICES	UNIFORMS-ALL DEPTS	79.92
CENTURY LINK	PHONE CHARGES-PD	77.42
CHRISTOPHER BROWN	CLEANING SERVICES-FD	71.25
TERMINIX PRESTO-X	PEST CONTROL-PD	68.20
CHRISTIAN ANDREWS	CDL ENDORSEMENT-PW	67.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-PD	64.00
GALLS LLC	UNIFORMS-PD	62.32
CARQUEST OF LISBON	EQUIP MAINT-ALL DEPTS	61.12
AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	59.63
IOWA ONE CALL	LOCATES-WAT,SEW	58.50
KIECKS	UNIFORMS-PD	51.95
JAMISON W BILLINGSLEY	REFEREE-P&REC	45.00
GARY'S FOODS	SUPPLIES-PD	37.70
AMAZON CAPITAL SERVICES	SUPPLIES-CITY HALL	29.99
HAWKEYE FIRE & SAFETY	EQUIP REPAIR-PD	29.75
INTEGRITY LIFE LLC	INSTRUCTOR-LBC	20.00
KIMBERLY SCHROCK	INSTRUCTOR-LBC	20.00
P&K MIDWEST INC	EQUIP MAINT-RUT	11.35
AUTHNET GATEWAY BILLING	CREDIT CARD SERVICES-LBC	5.00
TOTAL		290,505.77

FUND EXPENSE TOTALS

PAYROLL	120,271.61
SOLID WASTE	41,705.97
2024 INFRASTRUCTURE	38,174.89
POOL RENOVATIONS	29,725.00
GENERAL FUND	23,078.17
LBC	13,325.55
SEWER FUND	7,574.19
LOST III UR & STREETSCAPE	7,309.60
WATER FUND	5,497.34
ROAD USE TAX FUND	3,756.31
STORM WATER FUND	87.14
TOTAL	290,505.77

FY25 NOVEMBER REVENUE

GENERAL GOVERNMENT	383,917.70
PUBLIC WORKS	274,654.87
PUBLIC SAFETY	124,083.60
CULTURE-RECREATION	45,425.33
COMMUNITY & ECONOMIC DEV	1,153.44
TOTAL	829,234.94

Discussion and Consideration of Locating an Archway Sculpture at the Entrance of the Sculpture Trail Adjacent to 7th Street – MVAAC – Council Action as Needed. Marie Devries with the Mount Vernon Area Arts Council and Bob Campagna with the Parks and Recreation Board provided Council with a proposed feature to the Sculpture Trail at the 7th Street opening. Dale Merrill with Liberty Iron Works is the artist and Les and Katrina Garner are providing funding for the sculpture. There will be no cost to the City. Motion made by Tuerler, seconded by Andresen to approve the proposed sculpture. Motion carries.

Discussion and Consideration of M&K Invoices for Bryant Rd and Elliott Park – Council Action as Needed. This statement from M&K Dust Control includes two invoices for projects in which they assisted PW staff. The large excavator has been used at the Bryant Rd PW site for numerous projects and will be paid with solid waste funds (debris, wood chip, and composting related work). The second invoice is in reference to the hauling of material to the new Elliott soccer complex and will be covered with LOST funds. Motion made by Rose, seconded by Andresen to approve the two invoices from M&K for a total of \$9,085.00. Motion carries.

Discussion and Consideration of Invoice #51378 – 1 – Rachel Street Extension – Council Action as Needed. This invoice in the amount of \$16,541.50, is for preliminary design services for the Rachel Street Extension project (Kwik Star). Design fees will be incorporated into the project borrowing this spring/summer. Motion made by Tuerler, seconded by West to approve Invoice #51378-1 from Veenstra and Kimm-Rachel Street Extension. Motion carries.

Discussion and Consideration of Invoice #51359 – 3 – 4th Street NW Reconstruction – Council Action as Needed. This invoice in the amount of \$6,598.71 is for engineering and technician oversight. Motion made by Rose, seconded by Engel to approve Invoice #51359-3 from Veenstra and Kimm-4th Street NW Reconstruction. Motion carries.

Discussion and Consideration of Invoice #51364 – 4 – 2024 Sanitary Sewer Rehabilitation – Council Action as Needed. This invoice in the amount of \$7,089.14 is for engineering and technician oversight. Motion made by Tuerler, seconded by Andresen to approve Invoice #51364-4 from Veenstra and Kimm-2024 Sanitary Sewer Rehabilitation. Motion carries.

Discussion and Consideration of Setting a Public Hearing Date on an Amendment to Chapter 115 Cemetery – Council Action as Needed. Chapter 115.10, Placement of Monuments, contains foundation dimension requirements that are designed to accommodate lot sizes found within the “old” cemetery and not the new cemetery. Motion made by Engel, seconded by West to set a public hearing for January 6, 2025. Motion carries.

Discussion and Consideration of Pay Application #2 – 2024 Sanitary Sewer Rehabilitation Project – Council Action as Needed. Pay Application #2 is in the amount of \$204,364.32. This project is part of the Linn County ARPA grant for sanitary sewer televising, cleaning and lining project. Motion made by Rose, seconded by Andresen to approve Pay Application #2-2024 Sanitary Sewer Rehabilitation Project. Motion carries.

Discussion and Consideration of Painting the new Fire Department 2024 Chevy Silverado 2500 Truck - Council Action as Needed. This was discussed as part of the purchase of the vehicle but it did not come fully detailed at the time of purchase. Payment for this would come out of the Fire Department equipment levy. Motion made by Tuerler, seconded by Engel to approve the quote from Big Rigger Builders for the paint on the 2024 Chevy Silverado Truck in the amount of \$8,304.20. Motion carries.

Reports to be Received/Filed. Full reports can be found on the City website in the December 16, 2024 Council packet.

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

Discussion Items (No Action)

Water Meter Read Transition. Staff provided Council with an update on the water meter reading and billing transition process. There are a little over 90 meters that have not been replaced and will be completed by City staff. The main difference residents will see on their water bills is the readings will be in gallons instead of cubic feet.

Reports of Mayor/Council/Administrator

Mayor's Report. Wieseler reported that the Mount Vernon Motel is in the process of being taken down. He would also like reviews of the City Administrator from Council by the end of January.

Council Reports. Council member Andresen thanked Council members and City staff for helping him in his first year on Council.

City Administrator's Report. Full report available on the City website under the December 16, 2024 Council Packet.

As there was no further business to attend to, the meeting adjourned, the time being 7:09 p.m., December 16, 2024.

Respectfully submitted,
Marsha Dewell
City Clerk

Chris Nosbisch

From: Tasha Whitman <twhitman@mtvernonlisbonpd-ia.gov>
Sent: Thursday, December 19, 2024 2:50 PM
To: Lori Boren; Chris Nosbisch
Subject: FW: Application App-212553 Ready for Review

External Sender - From: (Tasha Whitman
<twhitman@mtvernonlisbonpd-ia.gov>)
This message came from outside your organization.

[Learn More](#)

Please add to the next agenda. Thanks

Tasha Whitman
Administrative Assistant
Mount Vernon – Lisbon Police Department
380 Old Lincoln Hwy.
Mount Vernon, IA 52314
319-895-6141

From: noreply@salesforce.com <noreply@salesforce.com> **On Behalf Of** IOWA ABD Licensing Support
Sent: Thursday, December 19, 2024 2:49 PM
To: Tasha Whitman <twhitman@mtvernonlisbonpd-ia.gov>
Cc: licensingnotification@iowaabd.com
Subject: Application App-212553 Ready for Review

Hello,

Application Number App-212553 has been set to "Submitted to Local Authority" status and is currently ready for your review.

Corp Name: TBDS Inc.

DBA: Wilkie Liquors

License Number: LE0002564

Application Number: App-212553

Tentative Effective Date: 2/4/2025

License Type: Class E Retail Alcohol License (LE)

Application Type: Renewal



MOUNT VERNON AREA ARTS COUNCIL

**Mount Vernon Area
Arts Council
(MVAAC)
P.O. Box 297
Mount Vernon, IA
52314
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
Chris Childers
Jean Lehman
Mike Mosier*

*Mount Vernon Poet Laureate
Scott Russell Morris*

*MVAAC Artist-in-Residence
Angie Heuton*

January 2, 2025

Contact: Dr. Tiffany Carr Tiffany.A.Carr@gmail.com

MVAAC Names New Poet Laureate & Artist-in-Residence

New faces step into creative roles within the community.

For immediate release--

MOUNT VERNON – The Mount Vernon Area Arts Council (MVAAC) has named a new Poet Laureate and Artist-in-Residence for 2025-2026.

Published author and Cornell English Professor, Scott Russell Morris, has been awarded the role of Mount Vernon Poet Laureate. Established in 2018, the position is in partnership with the City of Mount Vernon and has become an integral part of the local community arts scene. Previous Poet Laureates Marianne Taylor and Amelia Kibbie have presented original works at the City's annual Memorial Day Ceremony, hosted Writers' Nights, held workshops and poetry presentations as well as offering Poems-on-Demand.



Scott Russell Morris, 2025-26 Mount Vernon Poet Laureate

"The Poet Laureate position has become a well-established role and I believe it speaks to the sense of importance and respect our small community holds for the arts," says MVAAC president Dr. Tiffany Carr.

"Scott Russell Morris is a well-traveled writer/essayist and sees his new role of Poet Laureate as an opportunity to 'raise the esteem of writing in the community and encourage people to explore writing as a creative practice.' Morris says he is 'interested in giving back to the community and being a voice for promoting the arts.'

"We are thrilled to name Morris as the next Mount Vernon Poet Laureate and can't wait to experience how he and his work will positively impact our community."



MOUNT VERNON AREA ARTS COUNCIL

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Mike Mosier

Mount Vernon Poet Laureate
Scott Russell Morris

MVAAC Artist-in-Residence
Angie Heuton

Mount Vernon artist Angie Heuton has been selected as the 2025-26 Artist-in-Residence (AIR). Initiated in 2023 by MVAAC, the AIR program will provide Heuton and her work a platform within the Mount Vernon-Lisbon community.

Together with Cornell's Cole Library, Heuton will continue supporting *Creatives Connect*, a monthly gathering of artists as well as organizing programs and workshops for various groups. "I'm hoping to organize a program for nursing home residents as well as something at the Lester Buresh Wellness Center," says Heuton. Like her predecessor Sarah Fitzgerald, she also plans to have an exhibit of her work.



Angie Heuton, 2025-26 MVAAC Artist-in-Residence

"Once again we are excited about the opportunities for community engagement in the arts through MVAAC's Artist-in-Residence Program," says Carr. "Angie is a well-respected artist working primarily in watercolor on shaped paper to create realistic, three-dimensional pieces that include butterflies and moths. Her work is featured in multiple local galleries."

Heuton sees her new role as 'a steward of culture in the community - an ambassador representing the arts.'

Morris and Heuton were selected by an MVAAC committee after submitting applications and work samples. For more information about MVAAC programming and arts opportunities visit www.mvaac.org.

-end-

E. Public Hearing

AGENDA ITEM # E – 1 & G – 1

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

DATE: January 6, 2025

AGENDA ITEM: Public Hearing - Resolution #1-6-2025A

ACTION: Motion to Close

SYNOPSIS: The City is amending the urban renewal plan to include projects associated with the Rachel Street public improvements extension. Traffic signals, sewer and water extensions, and street construction are anticipated with the proposed Kwik Star development.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: Proceed to Resolution #1-6-2025A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/3/2025

AGENDA ITEM # E – 2 & G – 2

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

DATE:	January 6, 2025
AGENDA ITEM:	Public Hearing - Resolution #1-6-2025B
ACTION:	Motion to Close

SYNOPSIS: If the urban renewal amendment is approved, the City Council can move forward with the execution of the development agreement attached to Resolution #1-6-2025B. The development agreement will be between the City of Mount Vernon and Kwik Trip, Inc. The City, by approving this agreement, is accepting responsibility for constructing the necessary Rachel Street road extensions, traffic signals, and utility improvements by June 2026. Kwik Trip, Inc. will agree to a minimum assessment of \$2,500,000 and to pay up to 25% or \$450,000 towards the Rachel Street improvements.

BUDGET ITEM: TIF

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Proceed to Resolution #1-6-2025B

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/3/2025

AGENDA ITEM # E – 3 & F - 1

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

DATE: January 6, 2025

AGENDA ITEM: Public Hearing - Ordinance #1-6-2025A

ACTION: Motion to Close

SYNOPSIS: The attached ordinance will rezone property located at 1040 2nd Avenue NW, locally known as the Old Public Works shop. The property currently sits within the traditional residential zoning district and has a public use overlay. The property is located adjacent to the LI Limited Industrial district (to the east) and would be a natural extension of the district as the public use overlay allows the city to utilize the current facility in an industrial type of manner. Please see the planning and zoning report regarding the application. If no opposition is present at the meeting and Council votes to approve the first reading, staff will ask to waive future readings (to facilitate the sale).

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Proceed to Ordinance #1-6-2025A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/3/2025

F. Ordinance Approval/Amendment

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

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

ORDINANCE #01-06-2025

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN AND OFFICIAL ZONING MAP TO REZONE CERTAIN PROPERTY FROM TRADITIONAL RESIDENTIAL (TR) TO LIMITED INDUSTRIAL (LI)

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

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

SECTION 2. **OFFICIAL ZONING MAP AMENDED.** By official action of the City Council, the official zoning map of the City of Mt. Vernon, Iowa is amended from Traditional Residential (TR) to Limited Industrial (LI), as defined in Article 401 for the property described as follows:

Legal Description:

Parcel B of Plat of Survey #2879, of the NW ¼ of the NE ¼ of Section 10-T82N-R05W of the 5th PM within the City of Mount Vernon, Iowa

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

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

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

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

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

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

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

Approved and adopted this ____ day of _____, 2025.

ATTEST:

Thomas M. Wieseler - Mayor

Marsha Dewell – City Clerk

I certify that the foregoing was published as Ordinance # _____ on the ____ day of _____, 2025.

Marsha Dewell, City Clerk

G. Resolutions for Approval

January 6, 2025

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

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 10 to the Mount Vernon Urban Renewal Plan, the Mayor first asked for the report of the City Administrator, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Amendment. The Council was informed that the consultation was duly held as ordered by the Council, and that _____ written recommendations were received from affected taxing entities. The report of the City Administrator, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written comments had been filed with respect to the proposed Amendment, and the City Clerk reported that _____ written comments thereto had been filed. The Mayor then called for any oral comments to the adoption of the Amendment No. 10 to the Mount Vernon Urban Renewal Plan and _____ were made. The public hearing was then closed.

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

Council Member _____ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 10 TO THE MOUNT VERNON URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 10 TO THE MOUNT VERNON URBAN RENEWAL PLAN

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

WHEREAS, this City Council has subsequently approved and adopted amendments to the Plan, most recently Amendment No. 9 adopted in 2024; and

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

ORIGINAL AREA

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

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

AMENDMENT NO. 1 AREA

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

and

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

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

AMENDMENT NO. 2 AREA

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

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

AMENDMENT NO. 3

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

AMENDMENT NO. 4

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

AMENDMENT NO. 5 AREA

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

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

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

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

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

And

SE ¼ NE ¼ Section 10-82-5

Except

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

And

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

All of the above being in Linn County, Iowa

AMENDMENT NO. 6

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

AMENDMENT NO. 7

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

AMENDMENT NO. 8

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

AMENDMENT NO. 9

No land was added or removed by Amendment No. 9.

WHEREAS, a proposed Amendment No. 10 to the Plan ("Amendment No. 10" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add to and/or update the list of proposed projects to be undertaken within the Urban Renewal Area; and

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

WHEREAS, this proposed Amendment No. 10 adds no new land to the Urban Renewal Area; and

WHEREAS, by resolution adopted on December 2, 2024, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 10 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 10 be sent to all affected taxing entities; and

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

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 10 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Mount Vernon-Lisbon Sun, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 10, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 10 concerning the area of the City of Mount Vernon, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

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

b) The Plan, as amended, and Amendment No. 10 conform to the general plan for the development of the City as a whole; and

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

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

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

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

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

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

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

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

Section 4. That Amendment No. 10 to the Mount Vernon Urban Renewal Plan of the City of Mount Vernon, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 10 to the Mount Vernon Urban Renewal Plan for the City of Mount Vernon, State of Iowa"; Amendment No. 10, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 10 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 10 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 10 shall be forthwith

certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Linn County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 10, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 6th day of January, 2025.

Mayor

ATTEST:

City Clerk

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

AMENDMENT #10

to the

MOUNT VERNON URBAN RENEWAL PLAN

CITY OF MOUNT VERNON, IOWA

Original Area Adopted - 1993

Amendment #1 – 1994

Amendment #2 – 2006

Amendment #3 – 2013

Amendment # 4 – 2014

Amendment #5 – 2017

Amendment #6 – 2019

Amendment #7 – 2022

Amendment #8 – 2023

Amendment #9 – 2024

Amendment #10 – 2025

**AMENDMENT #10
to the
MOUNT VERNON URBAN RENEWAL PLAN
CITY OF MOUNT VERNON, IOWA**

The Mount Vernon Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Mount Vernon Urban Renewal Area (“Area” or “Urban Renewal Area”) was originally adopted in 1993 and amended in 1994, 2006, 2013, 2014, 2017, 2019, 2022, and March 2024, and is being further amended by the adoption of this Amendment No. 10 to the Plan (“Amendment” or “Amendment No. 10”) to add to and/or update the list of proposed projects to be undertaken within the Urban Renewal Area.

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

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

DESCRIPTION OF AREA

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

AREA DESIGNATION

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

DEVELOPMENT PLAN/ZONING

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

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

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

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

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

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 10)

Although certain project activities may occur over a period of years, in addition to projects previously authorized in the Plan, as previously amended, the eligible urban renewal projects under this Amendment No. 10 include:

1. **Public Improvements:** The City is considering construction of Rachel Street, including traffic signals, roadway pavement, possible street widening and turn lanes, and associated water, storm sewer, and sanitary sewer infrastructure improvements related to the proposed development of a Kwik Star convenience store as described below. These improvements are not anticipated to exceed \$3,000,000 in costs and will be completed between 2025 and 2026. The improvements are anticipated to encourage commercial development.
2. **Development Agreements:**
 - A. *Kwik Trip, Inc. (or related entities):* The proposed urban renewal project anticipates Kwik Trip, Inc. (or a related entity) constructing a 9,200 square foot convenience store, fueling station, and side diesel, and employing employees therein. Kwik Trip, Inc. will contribute up to twenty-five percent (25%) of the costs of the Public Improvements identified above, but with such contribution not to exceed \$450,000. The Development Agreement will also include a minimum assessment agreement in which Kwik Trip, Inc. will agree to a minimum assessment of \$2,500,000 for the completed convenience store.
 - B. *Development Agreements:* The City expects to consider requests for development agreements for projects that are consistent with the Plan, as amended, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by the Plan, as amended, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such development agreements to the City will not exceed \$1,200,000.

3. Planning, Program Administration, Staff Costs, and Professional Fees (including Plan-related engineering fees and attorney fees to support urban renewal projects):

Project	Date	Estimated cost
Attorney’s Fees and Plan-related Engineering Fees (engineering costs for each specific urban renewal project identified above are incorporated into the project costs).	Undetermined	Not to Exceed \$50,000
Staff time and expenses to manage the City's economic development program.	Calendar Years 2025-2029	\$125,000 This estimated cost reflects the anticipated prorated staff salary and employment expense during the noted time period based on the amount of time the staff spends in support of the economic development program and related activities in the Area.

FINANCIAL INFORMATION

1.	July 1, 2023 constitutional debt limit:	\$16,854,582
2.	Current outstanding general obligation debt:	\$14,158,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 10) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 10) as described above will be approximately as stated in the next column:	\$4,375,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

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

B. General Obligation Bonds.

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

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

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

EFFECTIVE PERIOD

This Amendment #10 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, or any prior amendment, resolution, or document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the Iowa code.

In its resolution adopting the original Plan, Resolution No. 9-20-93D adopted September 20, 1993, the City found the original Area described therein (referred to herein as the Original Subarea) to be both blighted and an economic development area. By Resolution No. 5-23-94B adopted on May 23, 1994, the City added property to the Area (referred to herein as Amendment No. 1 Subarea) and designated that property as appropriate for economic development (commercial/industrial). Additional property was added by Amendment No. 2 (referred to herein as Amendment No. 2 Subarea) adopted by Resolution No. 6-5-2006C on June 5, 2006 and the Council designated that property as appropriate for economic development (commercial and LMI residential). Since the adoption of Amendment No. 3 by Resolution No. 10-7-2013A on October 7, 2013, the City has recognized the Urban Renewal Area, as a whole, to be a mixed blighted and economic development (commercial/industrial/LMI residential) area. Because Iowa Code section 403.17(10) provides that the 20-year limitation on the division of revenue applies only to economic development areas with no part containing slum or blighted conditions, and because the Area contains parts that are blighted, the Area is not subject to the 20-year limitation on the division of revenue set forth in section 403.17(10). In addition, because the original Plan and Amendment No. 1 were adopted before the effective date (January 1, 1995) of the Iowa Code Section 403.17 requirement that the division of revenue be limited to twenty years in areas that are established on the basis of an economic development finding, the division of revenue in the Original Subarea and the Amendment No. 1 Subarea have no expiration date or sunset. Notwithstanding the above, the City had previously placed a voluntary expiration date on the ability to collect increment from the Area of Fiscal Year 26-27. With the adoption of Amendment No. 5, the City rescinded and removed that voluntary expiration date or sunset from the Original Subarea and Amendment No. 1 Subarea. To the extent any prior amendment, resolution or document purported to establish a voluntary expiration date on the City’s ability to collect and use incremental property taxes from the Original or Amendment No. 1 Subareas, said document is hereby superseded, said expiration date is hereby rescinded, and the division of revenue in the Original and Amendment No. 1 Subareas shall continue indefinitely or for the maximum period allowed by law. The City has elected to retain the voluntary expiration date on the division of revenue in the Amendment No. 2 Subarea, so that the last fiscal year available for collection of tax increment on the Amendment No. 2 Subarea remains Fiscal Year 26-27.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Plan,

shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

REPEALER AND SEVERABILITY CLAUSE

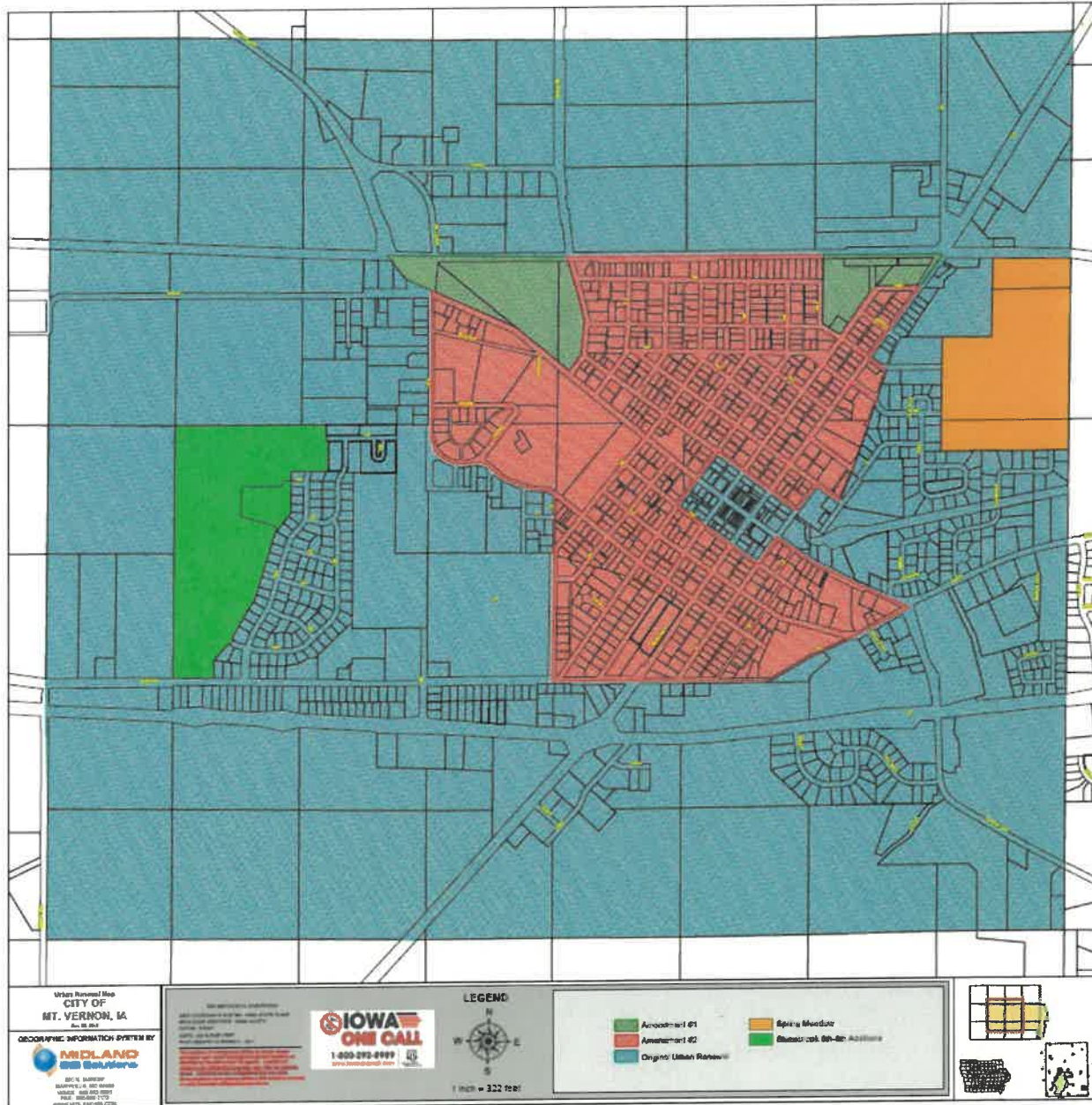
Any parts of the Urban Renewal Plan, as previously amended, in conflict with this Amendment are hereby repealed.

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

EXHIBIT A

MOUNT VERNON URBAN RENEWAL AREA (as amended)

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



CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF LINN

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2025.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

URBAN RENEWAL
TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Mount Vernon, State of Iowa, and that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization of the Amendment No. 10 to the Mount Vernon Urban Renewal Plan of the City, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization of Amendment No. 10 to the Mount Vernon Urban Renewal Plan, and that the Council consists of a Mayor and five (5) Council Members, and that such offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

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

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

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

1. Amendment No. 10 to the Mount Vernon Urban Renewal Plan (You do not need to attach the Amendment to this Certificate if you have attached such Amendment and its exhibits to the Authorizing Resolution labeled "Exhibit 1".);
2. Report of City Administrator, or his delegate, to the City Council with respect to the consultation held with affected taxing entities on the Amendment No. 10 to the Mount Vernon Urban Renewal Plan, with attached copies of any and all written recommendations made with respect thereto and the responses of the City to any such recommendations.

WITNESS my hand and the seal of the City hereto attached this _____ day of _____, 2025, at Mount Vernon, Iowa.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

STATE OF IOWA

)

) SS

COUNTY OF LINN

)

Subscribed and sworn to before me by _____, on this _____ day of _____, 2025.

Notary Public in and for the State of Iowa

(SEAL)

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

January 6, 2025

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

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Mount Vernon and Kwik Trip, Inc., and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MOUNT VERNON AND KWIK TRIP, INC.", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2025, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF MOUNT VERNON AND KWIK TRIP,
INC.

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

WHEREAS, this City Council has subsequently approved and adopted amendments to the Plan, most recently Amendment No. 9 adopted in 2024, and plans to adopt Amendment No. 10 to the Plan on January 6, 2025; and

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

WHEREAS, the City has received a proposal from Kwik Trip, Inc. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of a 9,200 square foot convenience store to include a fueling station, side diesel, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will construct certain Public Improvements (as defined in the Agreement), consisting of the construction of a portion of Rachel Street SE to include traffic signals, roadway pavement, potential street widening and turn lanes, and sanitary sewer, storm sewer, and water infrastructure related to each street extension, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$2,500,000; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

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

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the

execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 6th day of January, 2025.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF LINN

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2025.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF MOUNT VERNON, IOWA

AND

KWIK TRIP, INC.

_____, 2025

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (the "Agreement") is made on or as of the ____ day of _____, 2025, by and between the CITY OF MOUNT VERNON, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023, as amended (the "Urban Renewal Act"), and KWIK TRIP, INC., a Wisconsin corporation, having offices for the transaction of business at 1626 Oak Street., La Crosse, Wisconsin 54603 (the "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Mount Vernon Urban Renewal Area (the "Urban Renewal Area" or "Area"), which Area is described in the Mount Vernon Urban Renewal Plan, approved for such Area by Resolution No. 9-20-93D on September 20, 1993, as subsequently amended (the "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been or will be recorded among the land records in the office of the Recorder of Linn County, Iowa; and

WHEREAS, the Developer owns or will own certain real property located in the Urban Renewal Area as more particularly described in Exhibit A attached hereto (the "Development Property"); and

WHEREAS, Developer is willing to cause certain improvements (the "Minimum Improvements," as more particularly described herein) to be constructed on the Development Property and Developer will thereafter cause the same to be operated in accordance with this Agreement (the "Project"); and

WHEREAS, the City is willing to construct certain public infrastructure improvements (the "Public Improvements"), subject to the conditions set forth herein, which improvements are being undertaken as an urban renewal project to support the Project in consideration for Developer's obligations all pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and applicable provisions of State and local laws and the Urban Renewal Plan under which the foregoing Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I-A. PRECONDITION

Section 1-A.1. Condition Precedent. Developer's acquisition of the full right, title, and interest in the Development Property, and the provision of proof of such acquisition to the City, on or before May 1, 2025, is a condition precedent to any rights or obligations of any party to this Agreement. If this condition is not timely satisfied, then this Agreement shall automatically terminate with no further action required by any party, and the parties shall have no further rights or obligations under this Agreement.

ARTICLE I. DEFINITIONS

Section 1.1 Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits hereto, as the same may be from time to time modified, amended or supplemented.

City means the City of Mt. Vernon, Iowa.

Code means the Code of Iowa, 2023, as amended.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City as required by applicable City codes.

County means Linn County, Iowa.

Developer means Kwik Trip, Inc., a Wisconsin corporation, and its successors and assigns to the extent permitted in this Agreement.

Developer's Contribution means twenty-five percent (25%) of the Public Improvements Costs, not to exceed \$450,000.

Development Property means the real property legally described in Exhibit A attached hereto.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Full-Time Equivalent Employment Unit means either (i) an employee who works at least 40 hours per week or 2,000 hours per year; or (ii) any combination of employees who, in the aggregate, work at least 40 hours per week or at least 2,000 hours per year.

Indemnified Parties means the City and the governing body members, officers, agents, servants and employees thereof.

Minimum Actual Value means the minimum actual value of the Minimum Improvements on the Development Property (land and improvement value) as set forth in the Minimum Assessment Agreement (Exhibit F).

Minimum Assessment Agreement means the minimum assessment agreement as described in Section 6.7 of this Agreement and in the form of Exhibit F attached hereto.

Minimum Improvements means the construction of a Kwik Star convenience store, as more particularly described in Article III and Exhibit B to this Agreement.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article IV of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Project means the Developer's construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

Public Improvements means construction of the extension of Rachel Street SE and utilities west of Highway 1, including traffic signals, roadway pavement, potential street widening and turn lanes, and associated water, storm and sanitary sewer infrastructure improvements to be completed by the City as described in Article VIII.

Public Improvements Costs means all costs and expenses reasonably incurred by the City in connection with the construction of the Public Improvements. The total Public Improvements Costs is currently estimated not to exceed \$3,000,000.

State means the State of Iowa.

Termination Date means the date of termination of this Agreement, as established in Section 11.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts or omissions of any federal, State or local governmental unit (other than the City).

Urban Renewal Area means the Mount Vernon Urban Renewal Area, as amended.

Urban Renewal Plan means the Mount Vernon Urban Renewal Plan, as amended, approved with respect to the Mount Vernon Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

d. The City currently expects that barring Unavoidable Delays and subject to the conditions set forth in Section 8.3, the Public Improvements will be completed by June 1, 2026.

Section 2.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties:

a. Developer is a Wisconsin corporation duly organized and validly existing under the laws of the State of Wisconsin, is registered to do business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a

violation or breach of, the terms, conditions, or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations, subject to any variances lawfully provided by the controlling legal authority to allow construction of the Minimum Improvements contemplated in the Construction Plans.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The construction of the Minimum Improvements will require a total investment of approximately \$2,600,000 for construction costs including labor, materials, and other related expenditures.

h. Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has funds available for the Project in an amount sufficient to successfully complete the Minimum Improvements as contemplated in this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer currently expects that, barring Unavoidable Delays, the Minimum Improvements will be completed and fully assessed by January 1, 2027.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans and this Agreement. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with this Agreement and all applicable State and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iii) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (iv) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.3. Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and substantially

completed: (i) by no later than December 31, 2026; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Section 3.4. Certificate of Completion. Upon written request of Developer after completion of the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

Each duly issued Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within twenty (20) days after written request by Developer, provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.4 is solely for the purposes of this Agreement, and shall not constitute approval for any other City purpose shall it subject the City to any liability for the Development Property or the Minimum Improvements as constructed.

Section 3.5. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens (except inchoate liens and liens for which a bond is filed in accord with Iowa law); and (d) all costs of constructing the Minimum Improvements shall be paid when due (except reasonable retention and reasonable amounts in dispute).

ARTICLE IV. INSURANCE

Section 4.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$750,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like

organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article IV to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Upon request, Developer will deposit with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof then-owned by Developer resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the portion of the Minimum Improvements then-owned by Developer to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE V. REAL PROPERTY TAXES

Section 5.1. Real Property Taxes. Developer and its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes on the Development Property.

Developer and their permitted successors and assigns agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep the Development Property in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project.

Section 6.3. Compliance with Laws. Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Development Property, the Minimum Improvements, and the Project.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant or employee because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants and employees are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement and the Project so that City can determine compliance with this Agreement.

Section 6.6. Employment. Following completion of the Minimum Improvements, but no later than January 1, 2027, Developer shall employ a Monthly Average of at least 20 Full-Time Equivalent Employment Units in its operations at the Minimum Improvements on the Development Property. Developer shall retain a Monthly Average of at least 20 Full-Time Equivalent Employment Units in its operations at the Minimum Improvements on the Development Property until at least the Termination Date. The Annual Certification submitted by Developer pursuant to Section 6.8 shall be evidence compliance with this obligation.

“Monthly Average” means the number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months (9 months in the first year), as shown in the Annual Certification in Section 6.8, divided by 12 (10 in the first year). If the Monthly Average of Full-Time Equivalent Employment Units employed by Developer does not meet the requirements of this Section 6.6, then an Event of Default shall have occurred. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

Section 6.7 Minimum Assessment Agreement. As further consideration for this Agreement, Developer and the City shall execute an agreement substantially in the form of Exhibit F, pursuant to the provisions of Iowa Code Section 403.6(19), whereby Developer shall agree to a Minimum Actual Value for the Minimum Improvements on the Development Property for the purpose of calculating real property taxes through the Assessment Termination Date (as set in the Minimum Assessment Agreement). Specifically, Developer, the holder of any mortgage, and all prior lienholders shall agree to a Minimum Actual Value for the Minimum Improvements on the Development Property (land and building/improvement value) of not less than value set forth in Exhibit F, before rollback. Nothing in the Minimum Assessment Agreement shall:

- i. limit the discretion of the Assessor for the County to assign an actual value to the buildings on the Development Property in excess of the Minimum Actual Value; or
- ii. prohibit Developer from seeking, through the exercise of legal or administrative remedies, a reduction in such actual value for property tax purposes, provided, however, that Developer shall not seek a reduction of such actual value below the Minimum Actual Value.

The Minimum Assessment Agreement must be certified by the County Assessor, as provided for in Iowa Code Section 403.6(19), and be filed for record in the office of the County Recorder. Such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or any part thereof, whether voluntary or involuntary. The Minimum Assessment Agreement will be binding and enforceable in its entirety against any such subsequent encumbrancer or purchaser, as well as all prior lienholders and the holder of a mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

Section 6.8. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Minimum Improvements, its assessed value at that time, and its current assessment; (iii) certification of the Monthly Average of Full-Time Equivalent Employment Units by Developer at the Development Property as of October 1 and as of the first day of each of the preceding eleven (11) months; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2027, and ending on October 15, 2036, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit E for form required for the Annual Certification.

Section 6.9. Term of Operation. Developer or its permitted assign shall maintain its operations at the Minimum Improvements on the Development Property, including the employment obligations in Section 6.6, until at least the Termination Date of this Agreement.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain its existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interests in the Development Property, the Minimum Improvements or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof which consent shall not be unreasonably withheld.

In the event that Developer wishes to assign this Agreement, including its respective rights and duties hereunder, Developer and transferee individual or entity shall request that the City consent to an amendment or assignment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer obligations under this Agreement. Such transfer shall not be effective unless and until the City and Developer consent in writing to an amendment or assignment of this Agreement authorizing the transfer.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer and its successors or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability; provided, however, Developer may convey a portion of the Development Property to the City for use by the City in constructing and maintaining the Public Improvements. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. PUBLIC IMPROVEMENTS

Section 8.1. Public Improvements. Subject to satisfaction of the conditions precedent set forth in Section 8.3, the City shall complete the necessary steps to bid and construct the Public Improvements as described in this Agreement.

Section 8.2. Developer's Contribution.

a. Developer shall pay twenty-five percent (25%) of the Public Improvements Costs incurred by the City, up to an aggregate contribution of \$450,000. Developer shall pay the City \$225,000 within thirty (30) days of the City commencing construction. The City shall invoice Developer for the remaining amount of Developer's Contribution upon completion of the Public Improvements, and Developer shall pay the invoice from the City within thirty (30) days of receipt. If payment of Developer's Contribution is not timely made, the Parties agree that Developer shall then be in substantial and material breach of this Agreement, and, in addition to any other remedies available to the City, no occupancy permit shall be granted for the Development Property until payment of Developer's Contribution is made in full.

b. Developer shall convey to the City, at no cost to the City, all right of way and public utility easements, over, under and through the Development Property, deemed necessary by the City, in its reasonable discretion, for completion and maintenance of the Public Improvements.

Section 8.3. Conditions Precedent to Construction of Public Improvements. It is recognized and agreed that the City's ability to perform the obligations described in this Agreement, with respect to construction of the Public Improvements, is subject to completion and satisfaction of certain separate City Council actions and required legal proceedings. Specifically, all obligations of the City to construct the Public Improvements are subject to each of the following conditions precedent:

a. The City shall have completed all applicable public bidding requirements for the Public Improvements in the City's sole discretion and shall have awarded a contract for the Public Improvements acceptable to the City in its sole discretion; and

b. The Developer providing the City right of way and utility easements consistent with Section 8.2(b); and

c. The completion and satisfaction of certain separate City Council actions and all required legal proceedings relating to the issuance of any bonds necessary for the construction of the Public Improvements, if any, (in the sole judgment of bond counsel for the City), including the sale of all or a portion of such bonds on terms and conditions necessary or desirable to the City, in the City's sole discretion; and

d. There has not been a substantial change for the worse in the financial resources and the ability of Developer, or a substantial decrease in the financing commitment secured by Developer for construction of the Minimum Improvements, which changes make the Developer unable to fulfill its covenants and obligations under this Agreement; and

e. Developer remains in compliance with all of the terms and provisions of this Agreement, including making the Developer's Contribution payments described in Section 8.2(a).

Section 8.4. Design of the Public Improvements; No Special Rights. The design of the Public Improvements shall be the City's responsibility. Developer recognizes and agrees that the Public Improvements shall be owned and maintained by the City and that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of

the general public with respect to ownership, maintenance, or use of the Public Improvements. The Parties agree that the City and other Indemnified Parties are not responsible for and will have no liability to Developer associated with the specifications, design, plans, quality of construction, or sufficiency of the Public Improvements for any particular purpose.

Section 8.5. Construction of the Public Improvements. Contingent on the Developer's compliance with the terms of this Agreement and contingent upon satisfaction of the Conditions Precedent in Section 8.3 of this Agreement, the City shall fund and then construct the Public Improvements. The City's obligation to construct the Public Improvements as described in this Article shall be subject in all respects to Unavoidable Delays, the provisions of this Article, and to the satisfaction of all conditions and procedures required (in the judgment of bond counsel for the City) by Chapter 384 of the Code including the holding of all required public hearings relating to the same.

Section 8.6. Completion of the Public Improvements. Subject to Unavoidable Delays, the City shall cause construction of the Public Improvements to be undertaken and completed by no later than June 1, 2026. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. Construction of the Public Improvements shall not materially interfere with or delay Developer in the construction of the Minimum Improvements. Construction of the Minimum Improvements on the Development Property shall not materially interfere with or delay City in the construction of the Public Improvements.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless from, any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce their rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property, unless caused or created by the Indemnified Parties or their officers, agents, servants, or employees.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants, or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

a. Failure by Developer to cause the construction of the Minimum Improvements to be completed pursuant to the terms and conditions of this Agreement;

b. Failure by the City to cause the construction of the Public Improvements to be completed pursuant to the terms and conditions of this Agreement;

c. Transfer of Developer’s interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;

d. Failure by Developer to timely pay ad valorem taxes for the portions of the Development Property and Minimum Improvements;

e. Failure by Developer or the City to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

f. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

g. Developer:

i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. makes an assignment for the benefit of its creditors; or

iii. admits in writing its inability to pay its debts generally as they become due;
or

iv. is adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

h. Any representation or warranty made by Developer in this Agreement, or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City or Developer may take any one or more of the following actions after giving thirty (30) days' written notice to the other party of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the noticing party within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the other party does not provide assurances reasonably satisfactory to the noticing party that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement, including construction of the Public Improvements, until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The Developer may suspend its performance under this Agreement, including construction of the Minimum Improvements, until it receives assurances from City, deemed adequate by the Developer, that the City will cure the default and continue its performance under this Agreement;

c. The City or Developer may terminate this Agreement;

d. The City may withhold the occupancy permit or Certificate of Completion for the Minimum Improvements or any other projects in the City; or

e. The City or Developer may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and

every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Kwik Trip, Inc., at 1626 Oak Street, La Crosse, WI 54602, Attn: Legal Department;
- b. In the case of the City, is addressed to or delivered personally to the City at City Hall, 213 First Street NW, Mount Vernon, IA 52314, Attn: City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2036, unless terminated earlier under the provisions of this Agreement.

Section 11.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and on its behalf by its authorized representatives, all on or as of the day first above written.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: _____
Tom Wieseler, Mayor

ATTEST:

By: _____
Marsha Dewell, City Clerk

STATE OF IOWA)
) SS
COUNTY OF LINN)

On this _____ day of _____, 2025, before me a Notary Public in and for said State, personally appeared Tom Wieseler and Marsha Dewell, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Mount Vernon, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – City of Mount Vernon]

KWIK TRIP, INC.,
A Wisconsin corporation

By: _____

Print Name: _____

Its: _____

STATE OF WISCONSIN)
) SS
COUNTY OF LA CROSSE)

On this _____ day of _____, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared David P. Wagner, to me personally known, who, being by me duly sworn, did say that he is the Chief Financial Officer and Treasurer of Kwik Trip, Inc., and that said instrument was signed on behalf of said limited company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited company, by him voluntarily executed.

Notary Public in and for said state

[Signature page to Agreement for Private Development – Kwik Trip, Inc.]

EXHIBIT A
DEVELOPMENT PROPERTY

A part of Parcel B, Plat of Survey No. 578 in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$, 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 $\frac{1}{4}$ corner of said Section 16;
thence N1°13'15"W along the east line of the NE $\frac{1}{4}$ 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.

AND

A part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ 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 $\frac{1}{4}$ corner of said Section 16;
thence N1°13'15"W along the east line of the NE $\frac{1}{4}$ 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-ly on an arc of 95.47 feet of 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.

EXHIBIT C
CERTIFICATE OF COMPLETION

WHEREAS, the City of Mount Vernon, Iowa, ("City") and Kwik Trip, Inc., a Wisconsin corporation ("Developer") did on or about the ____ day of _____, 202_, make, execute, and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

A part of Parcel B, Plat of Survey No. 578 in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$, 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 $\frac{1}{4}$ corner of said Section 16;
thence N1°13'15"W along the east line of the NE $\frac{1}{4}$ 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.

AND

A part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ 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 $\frac{1}{4}$ corner of said Section 16;
thence N1°13'15"W along the east line of the NE $\frac{1}{4}$ 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-ly on an arc of 95.47 feet of 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.

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Linn County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: _____
_____, Mayor

ATTEST:

By: _____
_____, City Clerk

STATE OF IOWA)
) SS
COUNTY OF LINN)

On this _____ day of _____, 20__, before me a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Mount Vernon, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – City of Mount Vernon]

Prepared by: Nathan J. Overberg, Ahlers Cooney P.C., 100 Court Ave #600, Des Moines, IA 50309
Return to: City of Mount Vernon, 213 First Street NW, Mount Vernon, IA 52314; Attn: City Clerk

EXHIBIT D
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Mount Vernon, Iowa (the “City”) and Kwik Trip, Inc., a Wisconsin corporation (“Developer”) did on or about the ___ day of _____, 2025, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Mount Vernon Urban Renewal Plan, as amended (the “Plan”), to develop and operate certain real property located within the City and within the Mount Vernon Urban Renewal Area, as amended, and legally described as follows:

A part of Parcel B, Plat of Survey No. 578 in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$, 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 $\frac{1}{4}$ corner of said Section 16;
thence N1°13'15"W along the east line of the NE $\frac{1}{4}$ 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.

AND

A part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ 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 $\frac{1}{4}$ corner of said Section 16;
thence N1 $^{\circ}$ 13'15"W along the east line of the NE $\frac{1}{4}$ of said Section 16, 1104.73 feet;
thence S88 $^{\circ}$ 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 $^{\circ}$ 12'55"W along said west line, 42.26 feet to the Point of Beginning;
thence N45 $^{\circ}$ 34'57"W, 185.03 feet;
thence N58 $^{\circ}$ 57'37"W, 160.56 feet;
thence NW-ly on an arc of 95.47 feet of 95.00-foot radius curve to the right, having a chord length of 91.50 feet bearing N30 $^{\circ}$ 10'17"W;
thence N01 $^{\circ}$ 22'58"W, 113.22 feet;
thence S88 $^{\circ}$ 37'02"W, 16.00 feet;
thence N01 $^{\circ}$ 22'58"W, 80.00 feet;
thence N88 $^{\circ}$ 37'02"E, 326.02 feet to said west line;
thence S01 $^{\circ}$ 12'55"E along said west line, 492.15 feet to the Point of Beginning, containing 2.54 acres.

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the date first written above and terminates on December 31, 2036, unless terminated earlier under the terms of the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.
2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.
3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Mount Vernon, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on _____, 2025.

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: _____
Tom Wieseler, Mayor

ATTEST:

By: _____
Marsha Dewell, City Clerk

STATE OF IOWA)
) SS
COUNTY OF LINN)

On this _____ day of _____, 2025, before me a Notary Public in and for said State, personally appeared Tom Wieseler and Marsha Dewell, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Mount Vernon, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – City of Mount Vernon]

KWIK TRIP, INC.,
A Wisconsin corporation

By: _____

Print Name: _____

Its: _____

STATE OF WISCONSIN)
) SS
COUNTY OF LA CROSSE)

On this _____ day of _____, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared David P. Wagner, to me personally known, who, being by me duly sworn, did say that he is the Chief Financial Officer and Treasurer of Kwik Trip, Inc., and that said instrument was signed on behalf of said limited company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited company, by him voluntarily executed.

Notary Public in and for said state

[Signature page to Memorandum of Agreement for Private Development – Kwik Trip, Inc.]

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

Developer certifies that, during the time period covered by this Certification, the Developer is and was in compliance with the terms of the Agreement as follows:

(i) All ad valorem taxes on the Development Property have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements (land and building) were first fully assessed on January 1, 20___, at a full assessment value of \$ _____, and are currently assessed at \$ _____;

(iii) The total number of Full-Time Equivalent Employment Units employed by Developer in its operations at the Development Property as of October 1, 20___ and as of the first day of each of the preceding eleven (11) months were as follows:

October 1, 20__ : _____	April 1, 20__ : _____
September 1, 20__ : _____	March 1, 20__ : _____
August 1, 20__ : _____	February 1, 20__ : _____
July 1, 20__ : _____	January 1, 20__ : _____
June 1, 20__ : _____	December 1, 20__ : _____
May 1, 20__ : _____	November 1, 20__ : _____

(iv) The undersigned officer has re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20__.

KWIK TRIP, INC.,
A Wisconsin corporation

By: _____

Print Name: _____

Its: _____

Attachments: Proof of payment of taxes

Prepared by: Nathan J. Overberg, Ahlers Cooney P.C., 100 Court Ave #600, Des Moines, IA 50309
Return to: City of Mount Vernon, 213 First Street NW, Mount Vernon, IA 52314; Attn: City Clerk

EXHIBIT F
MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”) is dated as of the ___ day of _____ 20___, by and between the City of Mount Vernon, Iowa (the “City”), an Iowa municipal corporation, acting under the authorization of Chapter 403 of the Code of Iowa, 2023, as amended, and Kwik Trip, Inc., a Wisconsin corporation, having an office for the transaction of business at 1626 Oak Street, La Crosse Wisconsin 54603 (“Developer”).

RECITALS

WHEREAS, the City and Developer have entered into a Development Agreement dated as of _____, 202_ (“Agreement” or “Development Agreement”) regarding certain real property to be located in the City, which is legally described as follows:

A part of Parcel B, Plat of Survey No. 578 in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$, 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 $\frac{1}{4}$ corner of said Section 16;
thence N1°13'15"W along the east line of the NE $\frac{1}{4}$ 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.

AND

A part of the NE¼NE¼ and SE¼NE¼ 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 E¼ corner of said Section 16;
thence N1°13'15"W along the east line of the NE¼ 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-ly on an arc of 95.47 feet of 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.

(the "Development Property");

WHEREAS, the defined terms in the Development Agreement will also apply to this Minimum Assessment Agreement; and

WHEREAS, it is contemplated that Minimum Improvements (as described in the Development Agreement) would be constructed on the Development Property, as provided in the Development Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and Developer desire to establish a Minimum Actual Value for the Development Property following completion of the Minimum Improvements pursuant to the Development Agreement; and

WHEREAS, the City and the Linn County Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements that are contemplated to be constructed.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Minimum Improvements, but in no event later than January 1, 2027, the Minimum Actual Value fixed for assessment purposes for the Minimum Improvements and the Development Property (building and land value) in the aggregate shall be not less than Two Million Five Hundred Thousand Dollars (\$2,500,000), before rollback.

The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, 2036 ("Assessment Termination Date"). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Development Property.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Development Agreement. Such tax payments shall be made without regard to any failure to complete the Minimum Improvements; loss, complete or partial, to the Development Property; any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Minimum Improvements by Developer; or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

3. Developer agrees that its obligations to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Minimum Assessment Agreement shall be absolute and unconditional obligations of Developer (not limited to the statutory remedies for unpaid taxes) and that Developer shall not be entitled to any diminution thereof, or set off therefrom, nor to any early termination of this Minimum Assessment Agreement for any reason.

4. Developer agrees that, prior to the termination of this Assessment Agreement, it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of the Development Property determined by any tax official to be applicable to the Development Property, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, City, or State law or regulation, of the taxation of the Development Property; or

(c) request the Assessor to reduce the Minimum Actual Value for the Development Property; or

(d) appeal to the board of review of the County, State, District Court, or to the Director of Revenue of the State to reduce the Minimum Actual Value for the Development Property; or

(e) cause a reduction in the actual value or the Minimum Actual Value for the Development Property through any other proceedings.

5. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Linn County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer of the Development Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

6. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

7. This Minimum Assessment Agreement shall not be assignable without the written consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

8. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Values established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

9. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

10. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate pursuant to the Assessment Termination Date set forth in Section 1 above.

11. Developer certifies there are no lien holders of record as of the date of this Minimum Assessment Agreement.

[Remainder of this page is blank. Signatures start on the next page.]

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: _____
Tom Wieseler, Mayor

ATTEST:

By: _____
Marsha Dewell, City Clerk

STATE OF IOWA)
) SS
COUNTY OF LINN)

On this _____ day of _____, 2025, before me a Notary Public in and for said State, personally appeared Tom Wieseler and Marsha Dewell, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Mount Vernon, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Minimum Assessment Agreement – City of Mount Vernon]

KWIK TRIP, INC.,
A Wisconsin corporation

By: _____

Print Name: _____

Its: _____

STATE OF WISCONSIN)
) SS
COUNTY OF LA CROSSE)

On this _____ day of _____, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared David P. Wagner, to me personally known, who, being by me duly sworn, did say that he is the Chief Financial Officer and Treasurer of Kwik Trip, Inc., and that said instrument was signed on behalf of said limited company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited company, by him voluntarily executed.

Notary Public in and for said state

[Signature page to Minimum Assessment Agreement – Kwik Trip, Inc.]

**EXHIBIT F (Cont.)
CERTIFICATION OF ASSESSOR**

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Minimum Improvements on the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to the Minimum Improvements and the Development Property (land and building value) in the aggregate upon substantial completion of construction of the Minimum Improvements, but in no event later than January 1, 2027, shall be not less than Two Million Five Hundred Thousand Dollars (\$2,500,000), before rollback

Assessor for the County of Linn, Iowa

Date

STATE OF IOWA)
) SS
COUNTY OF LINN)

Subscribed and sworn to before me by _____, Assessor for the County of Linn, Iowa on this ____ day of _____, 20____.

Notary Public for the State of Iowa

EXHIBIT F (cont.)

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

H. Mayoral Proclamation

CITY OF MOUNT VERNON, IOWA HUMAN TRAFFICKING AND AWARENESS PROCLAMATION

WHEREAS, Human Trafficking is the use of force, fraud or coercion to compel a person into commercial sex acts or labor services against their will. Exploitation of a minor for commercial sex is human trafficking, regardless of whether any form of force, fraud, or coercion was used; there is no such thing as “child prostitution.” And

WHEREAS, Iowa has seen a concerning rise in labor trafficking cases, particularly among immigrant children from Central America who are often coerced into exploitative agricultural and factory work under the pretense of opportunity, a trend mirrored in other rural communities across the nation; sadly, sexual exploitation often goes hand in hand with labor trafficking, which can also involve illegal arms and drug trafficking in Iowa. and

WHEREAS, despite increased advocacy and resources, there remains a stark gap between the number of survivors receiving assistance and the successful prosecution of perpetrators, with fewer than 5% of reported trafficking cases in the Midwest resulting in criminal convictions in 2023; and

WHEREAS, despite increased awareness and efforts, human trafficking continues to be underreported and often goes undetected, with the true extent likely underestimated due to its clandestine nature, the ability to hide it in rural areas, and the reluctance of victims to come forward. Studies suggest that only about 1% of trafficking victims are identified; and

WHEREAS, every business, community organization, faith community, family and individual can make a difference by working to protect the vulnerable within their sphere of influence; by addressing the problem of internet sex trafficking and exploitation, especially that targeting Iowa’s children. Nationwide, we have moved away from a play-based to a screen-based childhood. 1 in 5 youth aged 10-17 report being approached by an online predator. Note that these are only the numbers reported. In 2023 social media platforms like Tik Tok, Facebook, and YouTube flagged millions of pieces of child sexual abuse material which were referred to the National Center for Missing and Exploited Children for further investigation. U.S. teens report spending an average of 9 hours a day online, excluding homework time; and

WHEREAS, the city of Mt. Vernon, joins Chains Interrupted in their dedication to providing community outreach and education, legislative advocacy, training, promotion of services to survivors of human trafficking, and collaboration with law enforcement; and

NOW, THEREFORE BE IT RESOLVED that I, Thomas M. Wieseler, the Mayor of Mount Vernon, Iowa do hereby proclaim the month of January as Human Trafficking Prevention and Awareness month and encourage all our citizens to become more informed on this growing problem, to be vigilant and report suspicious activity, and to work towards solutions to end trafficking in all its forms in our community. For assistance with this, reach out to Chains Interrupted at (319) 364-0222. If you see something that doesn't look right, reach out to the National Human Trafficking Hotline at 888-373-7888.

DATED this 6th day of January, 2025

Thomas M. Wieseler, Mayor
City of Mount Vernon, Iowa

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, JANUARY 6, 2025

MUNICIPAL PIPE TOOL CO. INC	PAY APP #2-2024 SEWER REHAB	204,364.32
PAYROLL	CLAIMS	117,494.74
EMPLOYEE BENEFIT SYSTEMS	GROUP INSURANCE-ALL DEPTS	33,400.46
VEENSTRA & KIMM INC	RACHEL STREET PREL DESIGN	16,541.50
M & K DUST CONTROL	DEBRIS REMOVAL-SW	9,085.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	8,358.66
COMMUNITY DEVELOPMENT GROUP	HOTEL/MOTEL TAX-ECON DEV	8,342.05
VEENSTRA & KIMM INC	2024 SEWER REHAB	7,089.14
VEENSTRA & KIMM INC	4TH STREET NW RECONSTRUCTION	6,598.71
VEENSTRA & KIMM INC	HWY 1 RECONSTRUCTION	5,609.00
ALLIANT ENERGY	ENERGY USAGE-SEW	5,556.13
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	5,236.90
ALLIANT ENERGY	ENERGY USAGE-WAT	4,883.04
WATER SOLUTIONS UNLIMITED INC	CHEMICALS-WAT	4,595.00
ALLIANT ENERGY	ENERGY USAGE-LBC	4,164.29
LINN CO-OP OIL CO	FUEL-PW	3,354.72
HY-VEE	MEALS-PD	2,904.50
SIMMERING CORY IOWA CODIFICATION	CODE SUPPLEMENTS-P&A	1,952.00
MOUNT VERNON BANK & TRUST CO	2020 GO INTEREST	1,755.00
LISBON, CITY OF	AMBULANCE DIRECTOR SALARY	1,635.71
AHLERS & COONEY P.C.	LEGAL FEES-KWIK STAR DEV AGREEMENT	1,504.00
ALLIANT ENERGY	ENERGY USAGE-RUT	1,329.06
ALLIANT ENERGY	ENERGY USAGE-PD	1,071.52
VEENSTRA & KIMM INC	NPDES COMPLIANCE	963.14
FELD FIRE	SUPPLIES-FD	953.80
ALLIANT ENERGY	ENERGY USAGE-FD	922.91
VEENSTRA & KIMM INC	LBC GENERATOR	867.60
VEENSTRA & KIMM INC	4TH STREET NW RECONSTRUCTION	855.16
VEENSTRA & KIMM INC	DAVIS PARK IMPROVEMENTS	805.00
VEENSTRA & KIMM INC	LBC GENERATOR	741.82
RICKARD SIGN AND DESIGN CORP	SIGNS-LBC	740.00
KIRKWOOD COMMUNITY COLLEGE	TRAINING-FD	725.00
ESRI INC	SOFTWARE MAINT AGREEMENT-PW	700.00
ALLIANT ENERGY	ENERGY USAGE-CITY HALL	685.08
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-ALL DEPTS	659.64
VEENSTRA & KIMM INC	4TH STREET NW RECONSTRUCTION	643.00
CITY LAUNDERING CO	SERVICES-LBC	569.68
VEENSTRA & KIMM INC	REMOTE READ METER PROJECT	474.00
VEENSTRA & KIMM INC	GLENN STREET EXTENSION	474.00
MEDIACOM	PHONE/INTERNET-CITY HALL	426.10
KONICA MINOLTA	MAINT PLAN/COPIES-P&A	422.64
AMAZON CAPITAL SERVICES	BLDG MAINT-PD	413.25
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	410.57
ALLIANT ENERGY	ENERGY USAGE-P&REC	368.09
AHLERS & COONEY P.C.	LEGAL FEES-P&A	366.00
MEDIACOM	PHONE/INTERNET-PW	322.76
MOUNT VERNON BANK & TRUST CO	ACH RETURN-WAT,SEW,SW	309.10
UMB BANK	2018 GO FEES	300.00
MEDIACOM	PHONE/INTERNET-FD	294.16
CITY LAUNDERING CO	SERVICES-CITY HALL	270.38
VEENSTRA & KIMM INC	2024 SANITARY SEWER REHAB	261.00
ALLIANT ENERGY	ENERGY USAGE-RUT,WAT,SEW	260.58
KROUL FARMS	BEAUTIFICATION	253.45
UMB BANK	2014 GO FEES	250.00
UMB BANK	2013A GO FEES	250.00
AMAZON CAPITAL SERVICES	SUPPLIES-PW	249.98
CARPET KING CARPET ONE	BASE TRIM-PD	234.00
MOTOROLA SOLUTIONS INC	CAR CAMERA WARRANTY-PD	230.00

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, JANUARY 6, 2025

ALLIANT ENERGY	ENERGY USAGE-POOL	212.82
HDC PRINTED PRODUCTS	TAX FORMS-ALL DEPTS	194.13
GALLS LLC	UNIFORMS-PD	172.38
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	172.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-FD	152.00
HAWKEYE COMMUNICATIONS INC	FIRE SYSTEM MONITORING-PD	147.00
KONICA MINOLTA	MAINT PLAN/COPIES-LBC	130.38
ALLIANT ENERGY	ENERGY USAGE-RUT,WAT,SEW,SW	129.71
STAPLES INC	SUPPLIES-PD	124.88
MATT SIDERS	MILEAGE-P&REC,LBC	120.60
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT,SEW,SW	116.03
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT,SEW,SW	115.00
VEENSTRA & KIMM INC	INTELLISTREETS LIGHTING IMPROV	111.50
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-P&REC	107.73
AMAZON CAPITAL SERVICES	SUPPLIES-PW	103.28
ALLIANT ENERGY	ENERGY USAGE-RUT,P&A,WAT,SEW	95.02
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT,SEW,SW	92.44
LYNCH FORD-LYNCH CHEVROLET	VEHICLE MAINT-PD	91.75
VEENSTRA & KIMM INC	2024 BUSINESS 30 IMPROVEMENTS	89.00
VESTIS	RUGS,SERVICES-FD	84.81
MOUNT VERNON BANK & TRUST CO	ACH RETURN-WAT,SEW,SW	79.79
ALL SECURE	SECURITY SYST MONITORING-POOL	75.00
TERMINIX PRESTO-X	PEST CONTROL-FD	73.81
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT,SEW,SW	69.79
ALLIANT ENERGY	ENERGY USAGE-SIRENS	64.67
TERMINIX PRESTO-X	PEST CONTROL-CITY HALL	63.80
VEENSTRA & KIMM INC	2024 BUSINESS 30 IMPROVEMENTS	60.50
BRADY WEAVER	REFEREE-P&REC	60.00
TERMINIX PRESTO-X	PEST CONTROL-VC	55.00
CHRISTOPHER BROWN	CLEANING SERVICES-FD	52.50
AMAZON CAPITAL SERVICES	EQUIP MAINT-LBC	50.03
FIRE SERVICE TRAINING BUREAU	TRAINING-FD	50.00
RICKARD SIGN AND DESIGN CORP	PERMIT DECALS-PD	50.00
AMAZON CAPITAL SERVICES	UNIFORMS-PD	45.49
AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	45.06
BETH HLAS	INSTRUCTOR-LBC	40.00
HAWKINS INC	CHEMICALS-WAT	40.00
JAMISON W BILLINGSLEY	REFEREE-P&REC	30.00
ALLIANT ENERGY	ENERGY USAGE-SW	29.33
VEENSTRA & KIMM INC	OLD PW BLDG LOT PLATTING	26.80
ALLIANT ENERGY	ENERGY USAGE-CEM	22.69
AMAZON CAPITAL SERVICES	EQUIP REPAIR-LBC	20.95
TOTAL		478,165.01

FUND EXPENSE TOTALS		
ARPA LINN COUNTY GRANT		211,714.46
PAYROLL		117,494.74
GENERAL FUND		46,089.31
WATER FUND		18,548.99
RACHEL STREET/KWIK STAR		18,045.50
2024 INFRASTRUCTURE		13,855.37
SEWER FUND		12,961.37
ROAD USE TAX FUND		10,861.06
LBC		10,780.65
SOLID WASTE		7,384.12
LOST III TRAILS/PARKS		4,590.00

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, JANUARY 6, 2025

DEBT SERVICE FUND	2,555.00
STORM WATER FUND	1,419.94
DAVIS PARK IMPROVEMENTS	805.00
GLENN ST/CHI/COTTONWOOD	474.00
REMOTE READ METER PROJECT	474.00
LOST III UR & STREETScape	111.50
TOTAL	478,165.01

AGENDA ITEM # J – 2

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

DATE:	January 6, 2025
AGENDA ITEM:	Fiber Optic and Electric Work
ACTION:	Motion

SYNOPSIS: Staff continues to work with Alliant Energy on the completion of the Uptown lighting project. Staff has identified approximately \$500,000 in necessary electric and fiber optic needs to facilitate the project. The improvements will be incorporated into the streetscape project should it move forward.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/3/2025

AGENDA ITEM # J – 3

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

DATE:	January 6, 2025
AGENDA ITEM:	Pay Application #3 – Glenn Street
ACTION:	Motion

SYNOPSIS: Glenn Street pay application #3 is in the amount of \$133,256.98. The necessary construction and seeding work have been completed.

BUDGET ITEM: TIF & LMI

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/3/2025



VEENSTRA & KIMM INC.

2600 University Parkway, Suite 1
Coralville, Iowa 52241

319.466.1000 // 888.241.8001
www.v-k.net

December 30, 2024

PAY ESTIMATE NO. 3

GLENN STREET EXTENSION

MOUNT VERNON, IOWA

Rathje Construction Co.
P.O. Box 408
Marion, IA 52302

Contract Amount \$877,214.51
Contract Date July 15, 2024
Pay Period NOV 13, 2024 - Dec 30, 2024

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Clearing and Grubbing	Unit	65	\$ 40.00	\$ 2,600.00	65	\$ 2,600.00
1.2	Topsoil, On-Site	CY	9,200	\$ 3.50	\$ 32,200.00	9,200	\$ 32,200.00
1.3	Excav, Cl 10, Roadway & Borrow	CY	2,075	\$ 4.00	\$ 8,300.00	2,075	\$ 8,300.00
1.4	Excav, Cl 10, Contractor Furnished	CY	11,950	\$ 9.00	\$ 107,550.00	11,950	\$ 107,550.00
1.5	Excavation, Class 13	CY	20	\$ 15.00	\$ 300.00	20	\$ 300.00
1.6	Subgrade Preparation	SY	5,240	\$ 1.50	\$ 7,860.00	5,240	\$ 7,860.00
1.7	Subbase, Modified Subbase, 6"	CY	875	\$ 39.00	\$ 34,125.00	875	\$ 34,125.00
1.8	Removal of Structure, 24" Apron	Ea.	1	\$ 500.00	\$ 500.00	1	\$ 500.00
1.9	San SWR GM, Trenched, PVC, 10"	LF	390	\$ 72.00	\$ 28,080.00	390	\$ 28,080.00
1.10	San SWR Service Stub, PVC, 6"	Ea.	3	\$ 1,500.00	\$ 4,500.00	3	\$ 4,500.00
1.11	San SWR Aband, Fill & Plug, 10"	LF	270	\$ 10.00	\$ 2,700.00	270	\$ 2,700.00
1.12	St SWR, Trnchd, RCP, (Class III),15"	LF	945	\$ 63.50	\$ 60,007.50	945	\$ 60,007.50
1.13	St SWR, Trnch, RCP Gsktd,(Cl III),15"	LF	20	\$ 70.00	\$ 1,400.00	20	\$ 1,400.00
1.14	St SWR, Trnch, RCP, (Class III), 18"	LF	153	\$ 60.00	\$ 9,180.00	153	\$ 9,180.00
1.15	St SWR, Trnch, RCP, (Class III), 24"	LF	99	\$ 80.00	\$ 7,920.00	99	\$ 7,920.00
1.16	St SWR, Trnch, RCP, (Class III), 42"	LF	100	\$ 170.00	\$ 17,000.00	100	\$ 17,000.00
1.17	St SWR, Trnch, RCP Gsktd,(Cl III),42"	LF	20	\$ 180.00	\$ 3,600.00	20	\$ 3,600.00
1.18	Pipe Apron, RCP, 15"	Ea.	1	\$ 2,700.00	\$ 2,700.00	1	\$ 2,700.00
1.19	Pipe Apron, RCP, 18"	Ea.	2	\$ 2,800.00	\$ 5,600.00	2	\$ 5,600.00
1.20	Pipe Apron, RCP, 24"	Ea.	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00
1.21	Pipe Apron, RCP, 42"	Ea.	1	\$ 5,200.00	\$ 5,200.00	1	\$ 5,200.00
1.22	Subdrain, HDPE, 6"	LF	1,550	\$ 15.00	\$ 23,250.00	1,500	\$ 22,500.00
1.23	Subdrain Outlet&Connect,DR-303, 6"	Ea.	14	\$ 160.00	\$ 2,240.00	14	\$ 2,240.00
1.24	Water Main, Trenched, PVC, 6 In.	LF	54	\$ 60.00	\$ 3,240.00	54	\$ 3,240.00
1.25	Water Main, Trenched, PVC, 10 In.	LF	966	\$ 55.00	\$ 53,130.00	966	\$ 53,130.00
1.26	WM w/CasingPipe, Trnchd, PVC, 10"	LF	20	\$ 225.00	\$ 4,500.00	20	\$ 4,500.00
1.27	Fittings By Count, 11.25-Bend, 10"	Ea.	2	\$ 600.00	\$ 1,200.00	2	\$ 1,200.00
1.28	Fittings By Count, 45-Bend, 10"	Ea.	6	\$ 600.00	\$ 3,600.00	6	\$ 3,600.00
1.29	Fittings By Count, Cross, 10" X 10"	Ea.	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00
1.30	Fittings By Count,Future WM Cap,6"	Ea.	1	\$ 300.00	\$ 300.00	1	\$ 300.00
1.31	Fittings By Count,Future WM Cap,10"	Ea.	2	\$ 500.00	\$ 1,000.00	2	\$ 1,000.00
1.32	Water Main Removal, 10"	LF	593	\$ 5.00	\$ 2,965.00	593	\$ 2,965.00
1.33	Gate Valve, 6"	Ea.	1	\$ 1,750.00	\$ 1,750.00	1	\$ 1,750.00
1.34	Gate Valve, 10"	Ea.	6	\$ 3,350.00	\$ 20,100.00	6	\$ 20,100.00

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.35	Fittings By Count, Tee, 10" X 6"	Ea.	1	\$ 750.00	\$ 750.00	1	\$ 750.00
1.36	Fire Hydrant Assembly	Ea.	4	\$ 6,150.00	\$ 24,600.00	4	\$ 24,600.00
1.37	Flushing Device (Blowoff), 6"	Ea.	1	\$ 450.00	\$ 450.00	1	\$ 450.00
1.38	Flushing Device (Blowoff), 10"	Ea.	2	\$ 450.00	\$ 900.00	2	\$ 900.00
1.39	Manhole, SW-301, 48"	Ea.	2	\$ 6,750.00	\$ 13,500.00	2	\$ 13,500.00
1.40	Manhole, SW-401, 48"	Ea.	1	\$ 4,400.00	\$ 4,400.00	1	\$ 4,400.00
1.41	Intake, SW-508	Ea.	9	\$ 5,550.00	\$ 49,950.00	9	\$ 49,950.00
1.42	Intake, SW-509	Ea.	2	\$ 6,050.00	\$ 12,100.00	2	\$ 12,100.00
1.43	Intake, SW-513	Ea.	1	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00
1.44	Manhole Adjustment, Major	Ea.	1	\$ 2,200.00	\$ 2,200.00	1	\$ 2,200.00
1.45	Connection to Existing Manhole	Ea.	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
1.46	Pavement, PCC, 7", C-3 Mix	SY	4,423	\$ 47.50	\$ 210,092.50	4,325	\$ 205,437.50
1.47	Sidewalk, PCC, 6"	SY	10	\$ 150.00	\$ 1,500.00	16	\$ 2,400.00
1.48	Detectable Warning	SF	20	\$ 24.50	\$ 490.00	20	\$ 490.00
1.49	Saw Cutting Dust Control	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00
1.50	Granular Shoulder, Type B, 12 In	Ton	22	\$ 50.00	\$ 1,100.00	22	\$ 1,100.00
1.51	Pavement Removal	SY	40	\$ 40.00	\$ 1,600.00	40	\$ 1,600.00
1.52	Temporary Traffic Control	LS	1	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00
1.53	Traffic Signs, Stop (R1-1), 30" X 30"	Ea.	2	\$ 450.00	\$ 900.00	2	\$ 900.00
1.54	Traffic Signs, DeadEnd, 30" X 30"	Ea.	1	\$ 450.00	\$ 450.00	1	\$ 450.00
1.55	Traffic Signs, ObjectMarker, 30" X 30"	Ea.	6	\$ 450.00	\$ 2,700.00	6	\$ 2,700.00
1.56	Hydraulic Seed, Fert, Mulch, Type 1	AC	2.66	\$ 3,300.00	\$ 8,778.00	2.66	\$ 8,778.00
1.57	Hydraulic Seed, Fert, Mulch, Type 2	AC	2.25	\$ 2,600.00	\$ 5,850.00	2.25	\$ 5,850.00
1.58	SWPPP Preparation	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00
1.59	SWPPP Management	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00
1.60	RECP, Wood Excelsior Mat	SY	3,901	\$ 1.25	\$ 4,876.25	2,500	\$ 3,125.00
1.61	Filter Sock, 9"	LF	250	\$ 2.95	\$ 737.50		\$ -
1.62	Rip Rap, Class E	Ton	179	\$ 60.00	\$ 10,740.00	111.11	\$ 6,666.60
1.63	Silt Fence/Silt Fence Ditch Check	LF	2,426	\$ 2.25	\$ 5,458.50	955	\$ 2,148.75
1.64	Silt Fence/Ditch Check, Rmvl of Sedim	Ea.	20	\$ 1.00	\$ 20.00		\$ -
1.65	Silt Fence/Ditch Check, Rmvl of Device	LF	2,426	\$ 0.01	\$ 24.26		\$ -
1.66	Stabilized Construction Entrance	SY	220	\$ 10.00	\$ 2,200.00	220	\$ 2,200.00
1.67	Dust Control, Water	TGal	5	\$ 50.00	\$ 250.00		\$ -
1.68	Construction Survey	LS	1	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00
1.69	Mobilization	LS	1	\$ 23,500.00	\$ 23,500.00	1	\$ 23,500.00
Contract Price:					\$ 877,214.51		\$ 862,543.35

MATERIALS STORED SUMMARY			
Description	# of Units	Unit Price	Extended Cost
Total			\$ -

SUMMARY		
	Total Approved	Total Completed
Contract Price	\$ 877,214.51	\$ 862,543.35
Approved Change Order (list each)	Change Order No. 1	\$ (7,465.00)
	Change Order No. 2	\$ 52,166.09
	Revised Contract Price	\$ 921,915.60

Stored
 Total Earned \$ 907,244.44
 Retainage (5%) \$ 45,362.22
 Total Earned Less Retainage \$ 861,882.22

Total Previously Approved (list each)		
	Pay Estimate No. 1	\$ 512,155.54
	Pay Estimate No. 2	\$ 216,469.71

Total Previously Approved \$ 728,625.24
 Amount Due This Request \$ 133,256.98

Percent Complete 98%

The amount \$133,256.98 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Rathje Construction Co.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
Mount Vernon, Iowa

Signature: Mary L Rathje

Signature: [Signature]

Signature: _____

Name: Mary L Rathje

Name: Eric Gould

Name: _____

Title: Secretary

Title: Engineer

Title: _____

Date: 12-30-2024

Date: December 30, 2024

Date: _____

AGENDA ITEM # J - 4

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

DATE: January 6, 2025
AGENDA ITEM: Invoice #157163 - JEO
ACTION: Motion

SYNOPSIS: Please see the attached invoice in the amount of \$13,638.80. The rough draft is currently under review at the staff level.

BUDGET ITEM: LOST

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Invoice

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/3/2025



Engineering | Architecture | Surveying | Planning

Invoice

December 20, 2024
 Project No: R231567.00
 Invoice No: 157163
 Invoice Amount: 13,638.80

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

Project Manager: Jeremy Kaemmer
 Project: R231567.00 Mount Vernon Downtown Streetscape Improvements

Professional Services through December 6, 2024

- See Attached Progress Report

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Project Management	\$29,300.00	99%	\$29,007.00	\$26,663.00	\$2,344.00
Survey	\$24,700.00	100%	\$24,700.00	\$24,700.00	0.00
Discovery	\$23,200.00	100%	\$23,200.00	\$23,200.00	0.00
Visioning and Conceptual Development	\$52,800.00	100%	\$52,800.00	\$52,800.00	0.00
Master Plan Documentation	\$22,400.00	100%	\$22,400.00	\$22,400.00	0.00
Planning and Engagement Additional Services	\$15,900.00	100%	\$15,900.00	\$15,900.00	0.00
Design Services	\$234,300.00	32%	\$74,844.00	\$63,549.20	\$11,294.80
Utility Design & Permitting	\$12,800.00	34%	\$4,290.00	\$4,290.00	0.00
Total	\$415,400.00		\$247,141.00	\$233,502.20	\$13,638.80
Total Amount Due Upon Receipt :					\$13,638.80

Email Invoice to: cnosbisch@cityofmtvernon-ia.gov; lboren@cityofmtvernon-ia.gov

AGENDA ITEM # J – 5

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

DATE:	January 6, 2025
AGENDA ITEM:	Old Fire Station Site Plan
ACTION:	Motion

SYNOPSIS: Please see the planning and zoning staff report regarding the site plan for the Old Fire Station brew pub. The Planning and Zoning Commission voted unanimously in favor of the approval.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/3/2025



Mount
Vernon
IOWA

**City of Mt. Vernon
Planning and Zoning Commission
January 2, 2025 6:30 PM
City Hall, 213 1st Street NW**

MEETING PACKET

Remote / Zoom Access:

For those who are unable to attend please log onto Zoom 5-10 minutes prior to the meeting. Contact staff member Leigh Bradbury at (319) 929-6541 for a link to be emailed to you, or log on utilizing the meeting ID#: **687 626 2505**

**City of Mount Vernon
Planning and Zoning Commission
City Hall 213 First St NW
January 2, 2025 6:30 PM**



**Mount
Vernon**
IOWA

AGENDA

1. Call to Order / Roll Call
2. Approval of Agenda
3. Approval of Minutes – November 13, 2024
4. Public Discussion - Items not on the agenda. Each citizen is limited to 5 minutes
5. Rezoning – 1040 2nd Avenue NW
6. Site Plan Review – 217 1st Street NW / Old Fire Station / MV Brews LLC
7. Staff Updates:
 - Kwik Star / Rachel Street SW
 - Robison / 353 Business 30 SW
8. Adjournment

PLANNING & ZONING COMMISSION
Meeting Minutes
November 13, 2024

The Mount Vernon Planning & Zoning Commission met at 6:30 p.m. on November 13, 2024 at City Hall, 213 First St NW, Mount Vernon, IA; with the option of attendance via Zoom.

Call to Order: At 6:00 p.m., Commission Chair Truman Jordan called the meeting to order.

Roll Call: Four members attended in person, including Truman Jordan, Jay Willems, Cathy George and Mary Horst. Commission members Jake Buster and Jacob Lindauer were absent.

Agenda Approval: Motion to approve, Willems; seconded by Horst. All in favor.

Approval of Minutes – September 18, 2024: Motion to approve, Willems; seconded by George. All in favor.

Public discussion - items not on the agenda: None

Agenda Item #5: Site Plan Review – 520 1st Street SW

Applicant Doug Berner was present to answer questions. A Conditional Use Permit was approved for 520 1st Street SW to be utilized for Trade Services at the Board of Adjustment meeting on October 24, 2024. The permit is subject to landscaping requirements that protect the public's use of adjacent Cemetery grounds along First Street.

Commission members inquired as to whether the contractor "condos" proposed within the primary structure will be available for rent by other businesses. Mr. Berner indicated that was the intent, with the majority of the site to be utilized for indoor storage and office space related to his personal concrete business.

The applicant's engineering firm submitted an updated site plan on November 13, 2024, and the following items remain unresolved at this time:

- The sanitary sewer service line must be televised and a connection approved by the City Engineer prior to construction.

Planning & Zoning Commission Mtg Minutes – November 13, 2023

- Signage and a photometric plan must be submitted to City staff for review and approval in compliance with City Code.

Commission member Willems moved to approve the revised November 13, 2024, site plan, subject to compliance with the afore-mentioned modifications and conditions noted by staff, as well as the requirements placed on the Conditional Use Permit issued by the Board of Adjustment. Seconded by George, all members voting in favor.

Staff noted that City Council designated updating the Comprehensive Plan from 2016 as one of their priorities for 2024-2025. City Administrator Chris Nosbisch would like to move forward with this starting in January, 2025.

Move to adjourn at 7:22p.m. by Willems, seconded by George, all in favor.

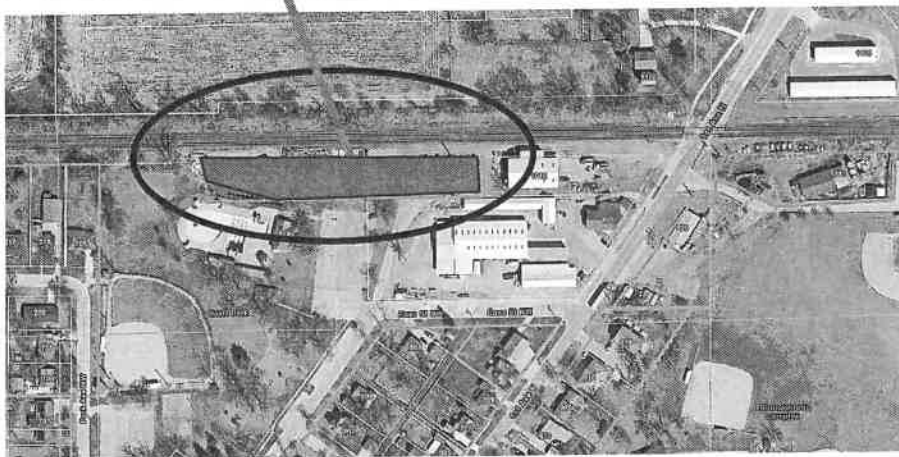
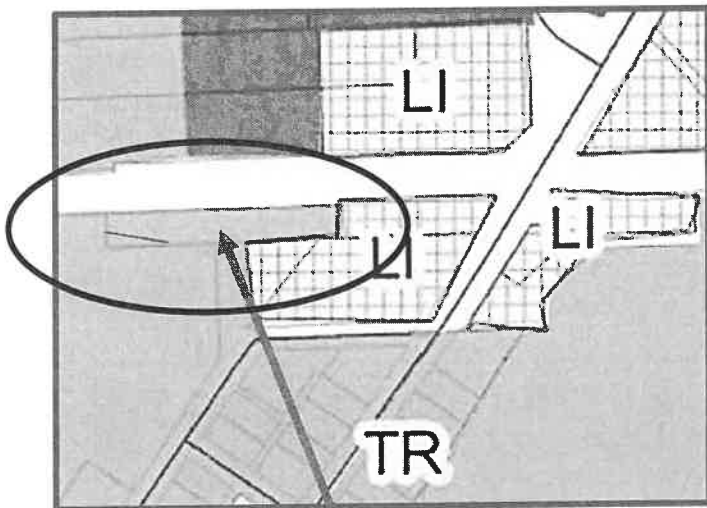
Staff present: City Planner Leigh Bradbury

PLANNING & ZONING COMMISSION
January 2, 2025
STAFF REPORT

Prepared by: Leigh Bradbury, City Planner

AGENDA ITEM #5: Rezoning Application – 1040 2nd Avenue NW

Applicant / Owner: City of Mount Vernon
Current Zoning: Traditional Residential (TR), with a Public Use Overlay
Proposed Zoning: Limited Industrial (LI)
Current Use: Public Works Facility
Parcel #: 17101-27003-00000
Size: .92 acres



Background Information

This parcel currently serves as a Public Works facility for the City of Mount Vernon. Operations are currently being moved to 1655 Bryant Road SW.

Current zoning for the parcel is Traditional Residential (TR). Properties to the north, east and southeast are zoned Limited Industrial (LI), extending along the Union Pacific Railway and on both sides of Highway 1. The applicant seeks to rezone this parcel and extend Light Industrial zoning westward.

Adjacent uses include railway service, municipal park and swimming pool, lumber yard and Automotive / Equipment Services.

Staff Recommendation

It is recommended that this parcel be rezoned Limited Industrial (LI).

Action Required

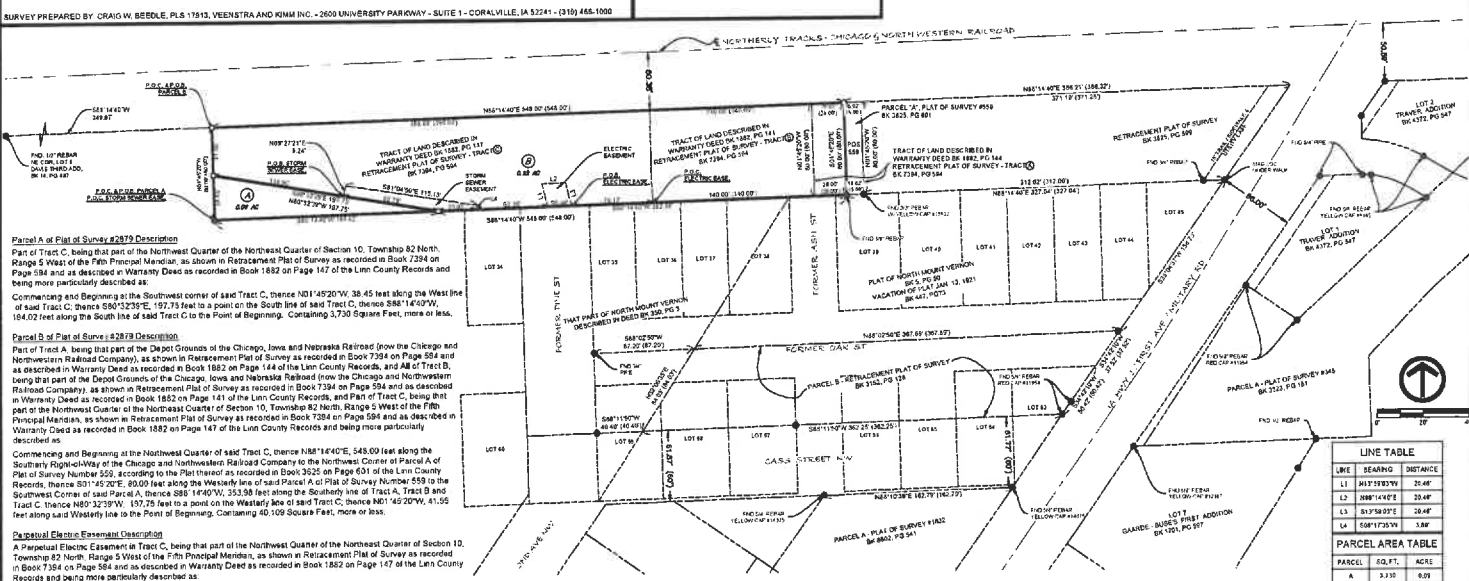
Recommendation to City Council to 1) approve, 2) approve with modifications / conditions, or 3) disapprove an ordinance amending the comprehensive plan and zoning map.

INDEX LEGEND

COUNTY LIND
SECTION 10 TOWNSHIP 82 RANGE 5
ALICUOT PART, NW1/4-NE1/4
CITY MOUNT VERNON, IOWA
PREPARED FOR, PROPRIETOR
PREPARED BY CRAIG W. BEEDLE,
PLS 17913
VEENSTRA & KIMM INC.
2600 UNIVERSITY PARKWAY - SUITE 1
CORALVILLE, IA 52241
(319) 466-1000

**PARCEL A & PARCEL B
PLAT OF SURVEY #2879**
A PORTION OF THE NW1/4 OF THE NE1/4
SEC 10-T82N-R5W OF THE 5TH P.M.
CITY OF MOUNT VERNON, LINN COUNTY, IOWA

DATE PLOTTED: 08/11/2022 11:52 AM



Parcel A of Plat of Survey #2879 Description
Part of Tract C, being that part of the Northwest Quarter of the Northeast Quarter of Section 10, Township 82 North, Range 5 West of the Fifth Principal Meridian, as shown in Retraiment Plat of Survey as recorded in Book 7384 on Page 594 and as described in Warranty Deed as recorded in Book 1882 on Page 147 of the Linn County Records and being more particularly described as:
Commencing and Beginning at the Southwest corner of said Tract C, thence N01°45'20"W, 38.45 feet along the West line of said Tract C, thence S80°32'39"E, 197.73 feet to a point on the South line of said Tract C, thence S88°14'40"W, 184.02 feet along the South line of said Tract C to the Point of Beginning. Containing 3,730 Square Feet, more or less.

Parcel B of Plat of Survey #2879 Description
Part of Tract A, being that part of the Depot Grounds of the Chicago, Iowa, and Nebraska Railroad (now the Chicago and Northwestern Railroad Company), as shown in Retraiment Plat of Survey as recorded in Book 7384 on Page 594 and as described in Warranty Deed as recorded in Book 1882 on Page 144 of the Linn County Records, and all of Tract B, being that part of the Depot Grounds of the Chicago, Iowa and Nebraska Railroad (now the Chicago and Northwestern Railroad Company), as shown in Retraiment Plat of Survey as recorded in Book 7384 on Page 594 and as described in Warranty Deed as recorded in Book 1882 on Page 141 of the Linn County Records, and Part of Tract C, being that part of the Northwest Quarter of the Northeast Quarter of Section 10, Township 82 North, Range 5 West of the Fifth Principal Meridian, as shown in Retraiment Plat of Survey as recorded in Book 7384 on Page 594 and as described in Warranty Deed as recorded in Book 1882 on Page 147 of the Linn County Records and being more particularly described as:
Commencing and Beginning at the Northwest corner of said Tract C, thence N88°14'40"E, 548.00 feet along the Southern Right-of-Way of the Chicago and Northwestern Railroad Company to the Northwest Corner of Parcel A of Plat of Survey Number 2879, according to the Plat thereof as recorded in Book 2026 on Page 631 of the Linn County Records, thence S01°45'20"E, 89.00 feet along the Westerly line of said Parcel A of Plat of Survey Number 2879 to the Southwest Corner of said Parcel A, thence S88°14'40"W, 253.98 feet along the Southerly line of Tract A, Tract B and Tract C, thence N85°32'39"E, 157.73 feet to a point on the Westerly line of said Tract C, thence N01°45'20"W, 41.06 feet along said Westerly line to the Point of Beginning. Containing 40,109 Square Feet, more or less.

Perpetual Electric Easement Description
A Perpetual Electric Easement in Tract C, being that part of the Northwest Quarter of the Northeast Quarter of Section 10, Township 82 North, Range 5 West of the Fifth Principal Meridian, as shown in Retraiment Plat of Survey as recorded in Book 7384 on Page 594 and as described in Warranty Deed as recorded in Book 1882 on Page 147 of the Linn County Records and being more particularly described as:
Commencing at the Southeast corner of said Tract C, thence S88°14'40"W, 70.17 feet along the Southerly line of said Tract C to the Point of Beginning, thence S88°14'40"W, 20.46 feet continuing along said Southerly line, thence N13°52'37"W, 20.46 feet, thence N88°14'40"E, 20.46 feet, thence S13°59'07"E, 20.48 feet to the Point of Beginning. Said Perpetual Easement Contains 419 Square Feet, more or less.

Storm Sewer Easement Description
A Storm Sewer Easement in Tract C, being that part of the Northwest Quarter of the Northeast Quarter of Section 10, Township 82 North, Range 5 West of the Fifth Principal Meridian, as shown in Retraiment Plat of Survey as recorded in Book 7384 on Page 594 and as described in Warranty Deed as recorded in Book 1882 on Page 147 of the Linn County Records and being more particularly described as:
Commencing at the Southwest corner of said Tract C, thence N01°45'20"W, 38.45 feet along the Westerly line of said Tract C, thence S80°32'39"E, 114.96 feet to the Point of Beginning, thence S09°22'21"E, 9.24 feet, thence S51°04'50"E, 116.13 feet, thence S09°17'30"W, 3.89 feet to a point on the Southerly line of said Tract C, thence S88°14'40"W, 33.05 feet along said Southerly line, thence N80°32'39"W, 82.79 feet to the Point of Beginning. Said Perpetual Easement Contains 1,022 Square Feet, more or less.

LEGEND
● - FOUND PROPERTY CORNER. 1/4" REBAR UNLESS OTHERWISE NOTED
○ - SET 5/8" REBAR WITH PLASTIC YELLOW CAP 1/7813, UNLESS OTHERWISE NOTED
▲ - FOUND SECTION CORNER AS NOTED
(-) - RECORD DISTANCE OR BEARING
--- PARCEL BOUNDARY
--- PROPERTY LINES
--- VAC. PROP. LINES
--- EASEMENT LINES
--- SECTION LINES
--- CENTER LINE

DATE SURVEYED: 2/26/2022
PROPRIETOR: CITY OF MOUNT VERNON, IOWA
SURVEY PREPARED FOR: CITY OF MOUNT VERNON, IOWA
BASES OF BEARING: NAD83 IOWA STATE PLANE
COORDINATE SYSTEM NORTH ZONE 1401 AS BROADCAST BY THE IOWA REAL TIME NETWORK.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S13°59'07"E	20.48'
L2	N88°14'40"E	20.46'
L3	S13°58'02"E	20.46'
L4	S09°17'30"W	3.89'

PARCEL AREA TABLE

PARCEL	SQ. FT.	ACRES
A	3,730	0.08
B	40,109	0.92

I hereby certify that this land surveying document was prepared 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.

Date: 2/26/2022
Licensure Number: 17913
My license renewal date is December 31, 2025
Pages or sheets covered by this seal: PS-01

REVISIONS

DATE	REVISIONS	BY
08/11/22	ISSUE CITY RECORDS	BCF
		CKB
		CWS
		SKB/BSA

VEENSTRA & KIMM INC.
2600 University Parkway, Suite 1 • Coralville, Iowa 52241
319-466-1000 • 319-466-1007(FAX) • 888-241-8007(MOBILE)

OLD PUBLIC WORKS BUILDING PLATTING
CITY OF MOUNT VERNON, IOWA

**PARCEL A & PARCEL B
PLAT OF SURVEY #2879**
PART OF NW1/4-NE1/4 SEC 10-T82N-R5W

PS-01

PLANNING & ZONING COMMISSION
January 2, 2025
Staff Report

Prepared by: Leigh Bradbury, City Planner

AGENDA ITEM #6: Site Plan Review

Address: 217 1st Street NW – Old Fire Station
Zoning: Town Center
Applicant: MV Brews LLC
Location: West of City Hall
Parcel #: 17103-11010-00000

Background Information

Originally built in 1975, this site served as the Mount Vernon Fire Station for several decades. MV Brews acquired the property in 2023 and has submitted a site plan for redevelopment as a restaurant and brewery. The parcel lies within the Town Center zoning district, which lists restaurants as a permitted use.

Adjacent land use includes single family residential, public assembly and retail services. The site plan, as presented, meets all zoning requirements for businesses within the Town Center zoning district. A photometric plan and signage will be reviewed by staff and approved prior to issuance of the building permit.

Staff recommendation

The site plan is recommended for approval, subject to compliance with exterior lighting and signage regulations.

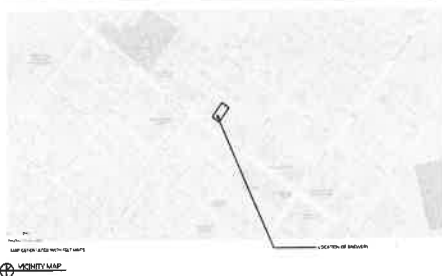
Action Required

Recommendation to City Council to 1) approve, 2) approve with modifications, conditions, or 3) disapprove the site plan.

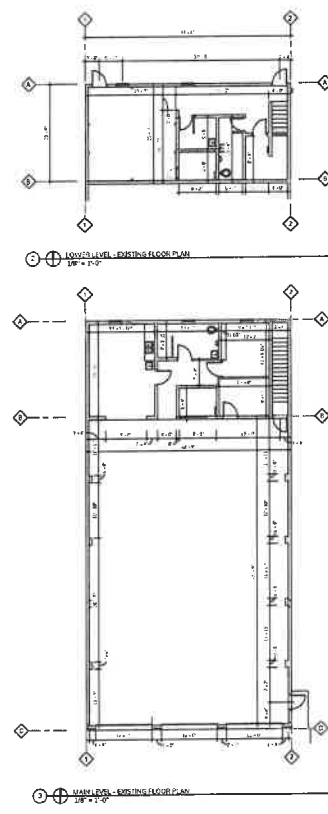
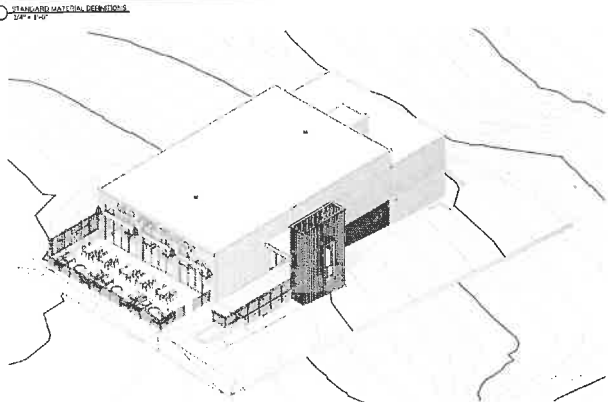
OLD FIRE STATION BREWERY

217 1ST STREET, NW., MOUNT VERNON, IA 52314

- REV. - DISCREPANCY RESOLUTIONS**
- 10000 SHEET NAME
 - 10001 COVER SHEET
 - 10002 EXISTING FLOOR PLAN
 - 10003 NEW FLOOR PLAN
 - 10004 EXISTING CEILING PLAN
 - 10005 EXISTING WALL PLAN
 - 10006 EXISTING DOOR PLAN
 - 10007 EXISTING WINDOW PLAN
 - 10008 EXISTING ELEVATION
 - 10009 EXISTING SECTION
 - 10010 EXISTING FINISHES
 - 10011 EXISTING MATERIALS
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STANDARD MATERIAL DEFINITIONS



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I hereby certify that these plans and specifications were prepared by me or under my direct supervision and that I am a duly licensed professional architect under the laws of the State of Iowa.

Signature: PAUL R. BENSCH
 State Registration No.: 102000
 License No.: 102000

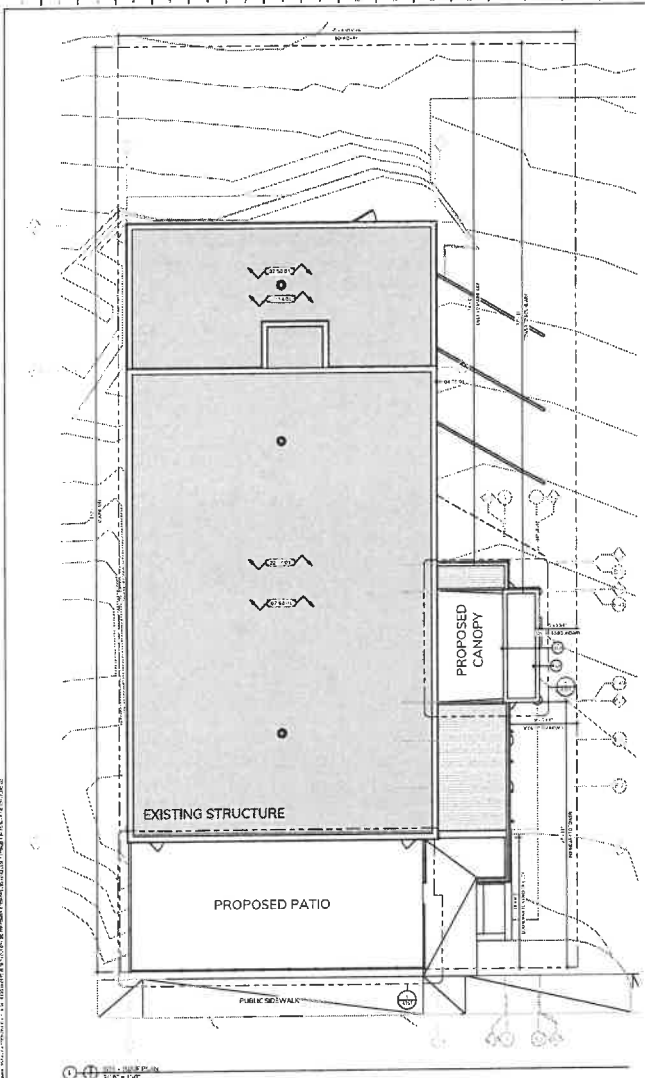
COVER SHEET

AG001

OLD FIRE STATION BREWERY
 217 1ST STREET, NW
 MOUNT VERNON, IA 52314

DATE: 10/15/2022

SCALE: AS SHOWN



DOOR SCHEDULE											
NO.	TYPE	FINISH	GLASS	FRAME	GLASS	FRAME	GLASS	FRAME	GLASS	FRAME	GLASS
101	GLASS	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
102	GLASS	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
103	GLASS	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
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- NOTES:**
1. SEE ALL WORK FOR FINISHES AND MATERIALS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
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DOOR SCHEDULE

1. ALL DOORS SHALL BE 36" HIGH BY 80" WIDE UNLESS OTHERWISE NOTED.

2. ALL DOORS SHALL BE 1 1/2" THICK UNLESS OTHERWISE NOTED.

3. ALL DOORS SHALL BE 1/2" GLASS UNLESS OTHERWISE NOTED.

4. ALL DOORS SHALL BE 1/2" GLASS UNLESS OTHERWISE NOTED.

5. ALL DOORS SHALL BE 1/2" GLASS UNLESS OTHERWISE NOTED.

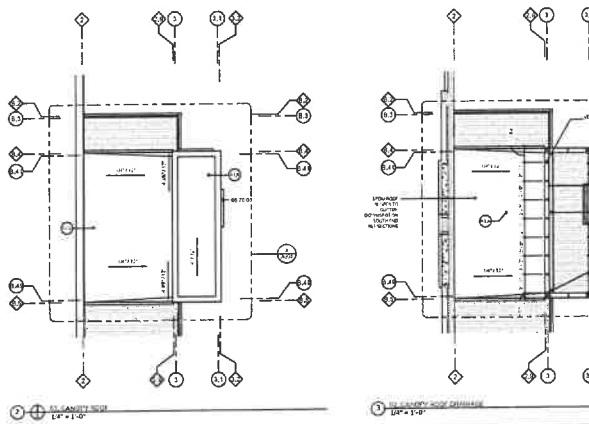
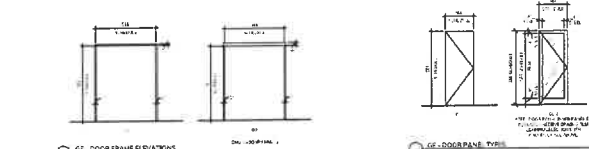
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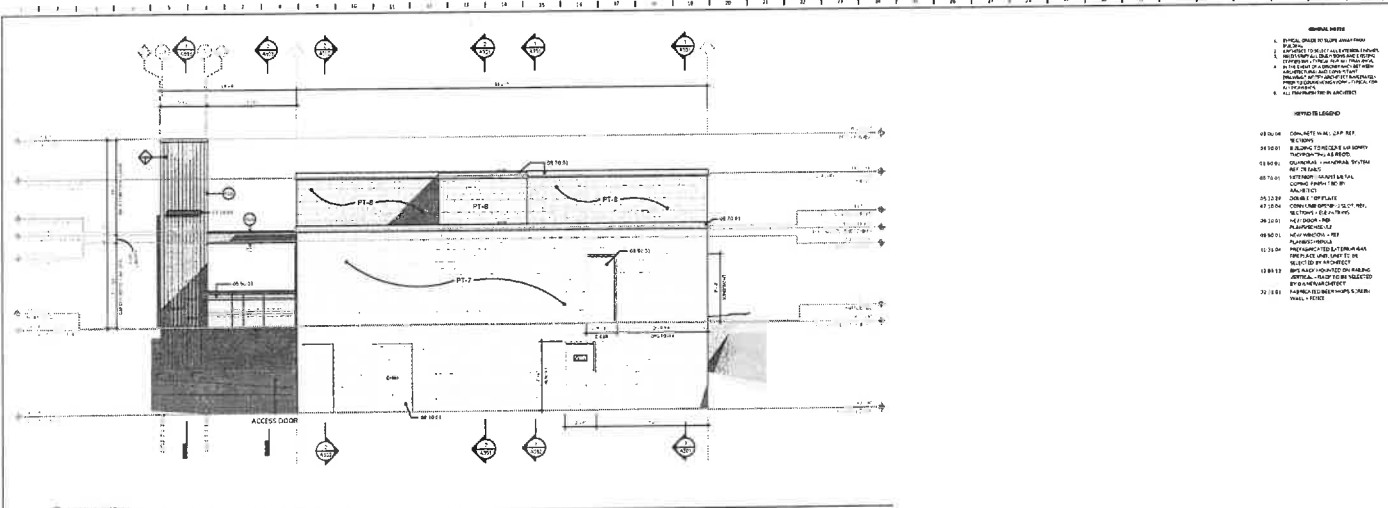
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DATE	1/1/2024
SCALE	AS SHOWN
PROJECT	OLD FIRE STATION BREWERY
SHEET NO.	A001

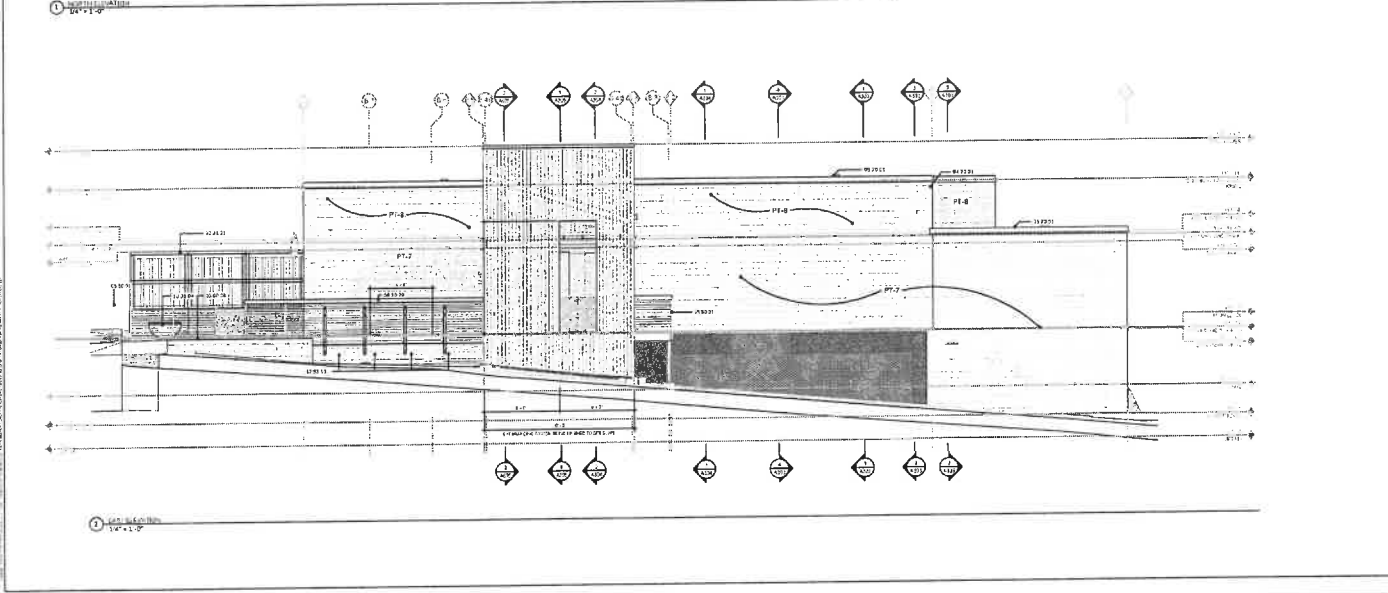
OLD FIRE STATION BREWERY

SITE PLAN & SCHEDULES

A001



- REVISIONS**
1. INITIAL CHECK BY SUPPLIER FROM PROJECT
 2. REVISED TO REFLECT ALL PERMITS THROUGH
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- REVISIONS LEGEND**
- | NO. | DATE | DESCRIPTION |
|-----|----------|-----------------------------------------|
| 01 | 01/15/14 | CONTRACTOR'S CAP. SET |
| 02 | 01/15/14 | REVISION |
| 03 | 01/15/14 | REVISION TO REFLECT ALL PERMITS THROUGH |
| 04 | 01/15/14 | REVISION TO REFLECT ALL PERMITS THROUGH |
| 05 | 01/15/14 | REVISION TO REFLECT ALL PERMITS THROUGH |
| 06 | 01/15/14 | REVISION TO REFLECT ALL PERMITS THROUGH |
| 07 | 01/15/14 | REVISION TO REFLECT ALL PERMITS THROUGH |
| 08 | 01/15/14 | REVISION TO REFLECT ALL PERMITS THROUGH |
| 09 | 01/15/14 | REVISION TO REFLECT ALL PERMITS THROUGH |
| 10 | 01/15/14 | REVISION TO REFLECT ALL PERMITS THROUGH |



FORMERLY THE OLD FIRE STATION
 117 S. 2ND STREET W
 MOOREHEAD, MISSISSIPPI 39304



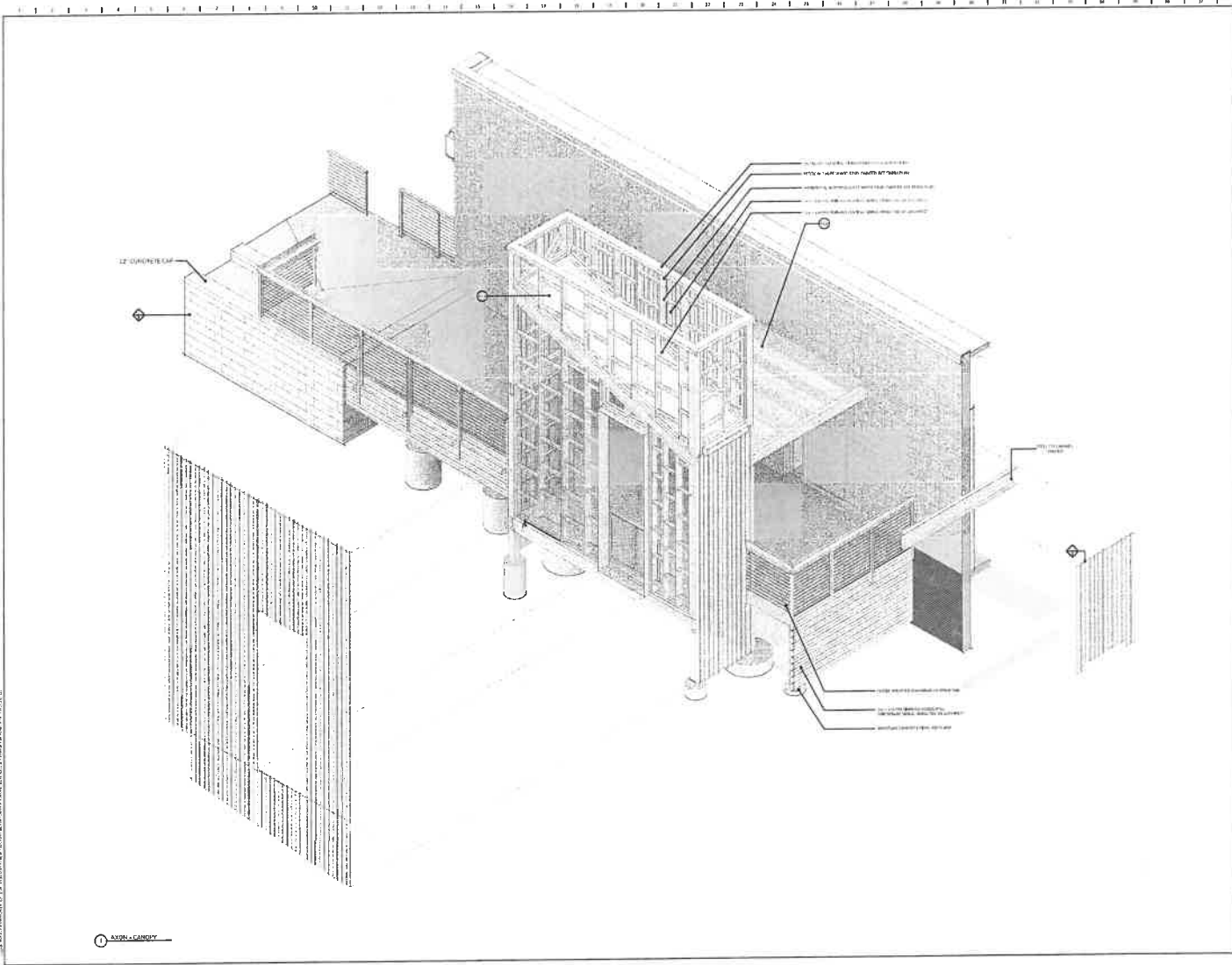
NO.	DATE	DESCRIPTION

**OLD FIRE STATION
 BREWERY**

117 S. 2ND STREET W
 MOOREHEAD, MISSISSIPPI 39304

**EXTERIOR
 ELEVATIONS**

A201



Architectural Firm Name
 1234 Main Street
 City, State, Zip



Rev.	Date	Description

**OLD FIRE STATION
 BREWERY**
 1234 Main Street
 City, State, Zip

**CANOPY
 DETAILS +
 AXON**
A607

AGENDA ITEM # J – 6 thru J - 8

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

DATE: January 6, 2025

AGENDA ITEM: V&K Invoices #51378-2, 51372-6, & 51364-5

ACTION: Motion

SYNOPSIS: Please see the attached invoices from V&K Engineering for three projects at various stages of completion. The invoices are in the amount of \$9,261.45, \$7,589.02, and \$7,186.82 respectively.

BUDGET ITEM: LOST, TIF, ARPA, LMI

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/3/2025



**VEENSTRA
& KIMM INC.**

STATEMENT OF PROFESSIONAL SERVICES

City of Mount Vernon
213 First Street NW
Mount Vernon, IA 52314-9998

December 20, 2024
Invoice No: 51378 - 2

Project Manager Dave Schechinger

Engineering services for Rachel Street Preliminary Design

Professional Services from November 17, 2024 to December 14, 2024

Professional Personnel

	Hours	Rate	Amount	
Engineer I-A	5.00	237.00	1,185.00	
Engineer II-A	18.00	198.00	3,564.00	
Engineer X	25.00	106.00	2,650.00	
Technician I	6.00	122.00	732.00	
Technician VI	13.00	80.00	1,040.00	
Totals	67.00		9,171.00	
Total Labor				9,171.00

Unit Billing

Mileage			90.45	
Total Units			90.45	90.45

Total this Invoice \$9,261.45



**VEENSTRA
& KIMM INC.**

STATEMENT OF PROFESSIONAL SERVICES

City of Mount Vernon
213 First Street NW
Mount Vernon, IA 52314-9998

December 20, 2024
Invoice No: 51372 - 6

Project Manager Dave Schechinger

Engineering services for Glenn Street Extension - Resident Review

Professional Services from November 17, 2024 to December 14, 2024

Professional Personnel

	Hours	Rate	Amount	
Engineer VI	1.00	140.00	140.00	
Technician V	79.00	90.00	7,110.00	
Totals	80.00		7,250.00	
Total Labor				7,250.00

Unit Billing

Mileage			339.02	
Total Units			339.02	339.02
		Total this Invoice		\$7,589.02



**VEENSTRA
& KIMM INC.**
STATEMENT OF PROFESSIONAL SERVICES

City of Mount Vernon
213 First Street NW
Mount Vernon, IA 52314-9998

December 20, 2024
Invoice No: 51364 - 5

Project Manager Dave Schechinger

Engineering services for 2024 Sanitary Sewer Rehabilitation - Resident Review

Professional Services from November 17, 2024 to December 14, 2024

Professional Personnel

	Hours	Rate	Amount	
Engineer VI	1.00	140.00	140.00	
Engineer IX	23.50	121.00	2,843.50	
Technician V	44.50	90.00	4,005.00	
Totals	69.00		6,988.50	
Total Labor				6,988.50

Unit Billing

Mileage			198.32	
Total Units			198.32	198.32

Total this Invoice \$7,186.82

AGENDA ITEM # J – 9

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

DATE: January 6, 2025

AGENDA ITEM: Ladder Truck Purchase

ACTION: Motion

SYNOPSIS: Please see the attached memo.

BUDGET ITEM: Bond/Equipment Fund

RESPONSIBLE DEPARTMENT: Fire Chief

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: See Attached Memo

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/3/2025

Memorandum

To: Mayor and City Council
From: Chris Nosbisch, City Administrator
Date: 1/2/2025
Re: Ladder Truck Purchase

Chiefs from the Mount Vernon Fire Department will be in attendance on Monday to discuss a proposal to purchase a new ladder truck. This will replace Engine 215 that was put into service in 1995. With that being said, the purchase of a ladder truck would be a first for the department. Given their sticker price, ladder trucks are usually reserved for larger metropolitan departments.

The intent of this memo is to focus on the financial implications of such a purchase. There are positives and negatives for any purchase, but additional scrutiny is typically leveled against an apparatus of this price. Members of the Mount Vernon Volunteer Fire Department have spent multiple years researching the merits/logistics of incorporating a ladder truck into the fleet.

Proposed Project Costs:

- Base Unit Price - \$1,594,071.00
 - o Reliant Fire will offer a discount of \$235,580 if the apparatus is paid for prior to the build.
 - o Other payment plans do exist but are not a part of the submittal.
 - o The lead time for a custom-built ladder truck is 46-48 months
- The discount would be an extremely valuable option if the City did not have to borrow the funds for the purchase.
- The voter approved equipment fund has a current cash balance of \$327,586. The City collects approximately \$105,000 in the levy each year.
- To pre-pay for the apparatus and receive the discount, the City would likely need to borrow \$1,100,000. This is four years of interest payments on a borrowing, while the truck is still under construction (depending on terms, approx. \$80,000 in interest alone).

- It would also take an additional \$1,000,000 out of the remaining debt capacity, which currently sits at just over \$5,000,000.
- Waiting to transfer funds until the apparatus is fully complete (48 months) will accomplish two things:
 - o Five other notes will be “paid in full” in the time required for the build.
 - o Cash reserves within the fire department equipment levy will be accumulating for an additional four years. This could potentially reduce the \$1,100,000 borrowing by \$400,000.

Other Factors of Note:

- Delaying payment in full until the build is complete will obligate a future city council into borrowing for the purchase.
- A purchase of this magnitude will obligate the fire equipment levy through the remainder of its ten-year cycle.
- Additional equipment purchases for the fire department may be placed on hold if no other funding mechanism can be identified.
- There are positives and negatives to any equipment purchase, and you will likely hear both on Monday. With that being said, I require staff to complete a thorough review of their future equipment needs and would defer to their expertise as it relates to this purchase.

RELIANT FIRE APPARATUS, INC.

P.O. BOX 470 • SLINGER, WISCONSIN 53086 • PHONE (262) 297-5020



November 20, 2024

Mount Vernon Fire Department
Chief Nathan Goodlove
606 2nd Ave S
Mount Vernon, Iowa 52314

Proposal Detail: Reliant Fire Apparatus Proposal #762 dated November 20, 2024 for One Enforcer 107 Ascendant Ladder No Pump or Tank.

Dear Chief Goodlove,

Thank you for the opportunity to present this Proposal Detail to the Mount Vernon Fire Department. Attached you will find the complete proposal for the apparatus to be furnished. The pricing information for the Proposal Detail is as follows:

Pricing Summary:

Base Unit Price Prior to Payment Discount Options Detailed Below: \$1,594,071.00

100% Prepayment Option:

Should you elect to make 100% payment at contract execution an advanced payment discount can be subtracted from the Base Unit Price, resulting in the following contract amount:

Base Unit Price Prior to Payment Discount:	\$1,594,071.00
Less Advanced Payment Discount:	\$235,580.00
Contract Purchase Price:	<u>\$1,358,491.00</u>

Other Payment Option:

The above prepayment option is the most taken. However, custom prepayment options are available on any funds prepaid prior to their due dates. Should the opportunity exist to have other prepayment amounts or intervals other than the proposed above, please provide and a custom prepayment option quote can be calculated for your review.

100% Performance Bond:

Should you elect to have Performance Bond provided \$4,905.00 will need to be added to the above pricing detail.

Terms and Conditions:

Pricing Validity – Proposal pricing is valid for 30 calendar days.

Delivery – Unit(s) to be completed and prepared for final inspection within approximately 46-49 months from receipt and acceptance of contract or purchase order. Delivery lead time is based on current lead time at time of proposal. Lead time will be determined at time of contract/purchase order award.

Taxes – Any State, Federal, or local taxes are not included. If subject to taxes the amount will be added to the final invoice amount. For a tax-exempt purchase, the purchasing entity tax exempt form is required.

Freight – Delivery shall be F.O.B. Mount Vernon Fire Department, 606 2nd Ave S, Mount Vernon, IA 52314.

Payment Form – Payment to be made in the form of cash or check.

Payment Terms:

Base Option:

Payment due in full to Reliant Fire Apparatus, Inc. N10 days prior to final inspection and delivery from the Pierce Manufacturing, Inc. build location.

100% Prepayment Option:

Payment due in full at time of receipt and acceptance of contract or purchase order.

Said apparatus and equipment are to be built and shipped in accordance with the proposal hereto attached. Delays due to strikes, war, conflicts, pandemics, supply chain issues, or other causes beyond our control, could alter the delivery schedule.

The proposal herein contained shall form part of the final contract and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of proposal, except for any items deemed to be “non-compliant” by the purchaser. All “non-compliant” items are detailed on the NFPA Statement of Exceptions included with the proposal.

We thank the you for the opportunity to submit Reliant Fire Apparatus proposal #762 to you. Should you have any questions or require any additional information, please do not hesitate contacting me directly, or contacting Reliant Fire Apparatus directly at (262) 297-5020.

Respectfully,



Eric Fibikar
RELIANT FIRE APPARATUS, INC.
319-939-1905
ericf@reliantfire.com

MVFD TRUCK 21

ENHANCING LIFE SAFETY AND OPERATIONAL EFFICIENCY TO THE MOUNT
VERNON FIRE DEPARTMENT AND THE CITIZENS OF OUR COMMUNITY

A PROPOSAL TO IMPROVE FIREFIGHTING CAPABILITIES

CURRENT NEEDS: LIFE SAFETY

- CURRENT COMPLIMENT OF LADDERS AND REACH DOES NOT MATCH LIFE SAFETY CONCERNS OF BUILDINGS ABOVE 2 STORIES.
 - TRUCK 21 WOULD EXPONENTIALLY INCREASE THE REACH OF LADDERS.
 - INCREASES TACTICAL OPPORTUNITIES FOR SEARCH AND RESCUE OF OCCUPANTS
 - PLACES SAFETY COMPONENTS IN PLACE SO OUR VOLUNTEERS OPERATING ON ELEVATED FLOORS HAVE ALTERNATIVE EXITS.
 - IMPROVED RESCUE OPERATIONS – FACILITATES RAPID SEARCH AND RESCUE IN HIGH-RISK STRUCTURES LIKE: THE SLEEP INN, COTTONWOOD PROJECT, CORNELL PROPERTIES, AND NUMEROUS AMOUNTS OF HISTORIC HOMES.

INCIDENT STABILIZATION

- VERTICAL VENTILATION IS THE PROCESS OF CUTTING A HOLE IN THE ROOF TO ALLOW SUPERHEATED GASSES TO EXIT THE STRUCTURE AND LIFT IMPROVE INTERIOR CONDITIONS FOR POTENTIAL TRAPPED OCCUPANTS AND FIRE CREWS.
 - TRUCK 21, WITH ITS COMPLIMENT OF GROUND LADDERS AND AERIAL DEVICE, IS THE SAFEST METHOD FOR ACCOMPLISHING THIS TACTIC ON THE FIRE GROUND.
- EXPOSURE CONTROL
 - BOWLING ALLEY, SCORZ, J&D LOCKER, ARROWHEAD ROAD RESIDENTIAL HOME, AND CORNELL FIRES ARE PRIME EXAMPLES OF ELEVATED MASTER STREAMS BEING USED TO STABILIZE INCIDENTS AND CONTAIN THE FIRE TO THE STRUCTURE OF ORIGIN

PROPERTY CONSERVATION

- TRUCK 21 PROVIDES SPECIFIC
- SALVAGE AND OVERHAUL OPERATIONS REQUIRE DEDICATED TOOLS
 - A FULL COMPLIMENT OF SALVAGE EQUIPMENT CAN BE USED FOR PRESERVING PERSONAL BELONGINGS AND MINIMIZE SMOKE AND WATER DAMAGE
 - DEDICATED TOOLS FOR OVERHAULING OF AFFECTED AREAS MINIMIZES SECONDARY DESTRUCTION POST FIRE

SPECIAL OPERATIONS DUTIES

- TRUCK 21 PROVIDES HIGH POINT AND MECHANICAL OPTIONS FOR ROPE-BASED RESCUES
 - MARCH OF 2022 GRAIN BIN RESCUE
- VERTICAL OR HORIZONTAL RESCUES AT PALISADES KEPLER STATE PARK
 - TRUCK 21 WOULD BE FIRST OUT VEHICLE FOR ALL SPECIAL OPERATIONS REQUIRING ROPES, GRAIN BIN, HAZMAT, AND CONFINED SPACE RESCUE

WHY NOW?

- REDUNDANCY OF EQUIPMENT ACROSS MUTUAL AID PARTNERS
 - EACH MUTUAL AID PARTNER HAS 1 OR MORE ENGINE. CURRENTLY THERE ARE 5 ENGINES WITHIN A 3-MILE RADIUS.
 - TRUCK 21 SUPPLIES OURSELVES AND MUTUAL AID PARTNERS WITH THE MUCH-NEEDED LIFE SAFETY EQUIPMENT AND AERIAL APPARATUS.
- TIMING:
 - REPLACEMENT SCHEDULE HAS ALLOWED OUR APPARATUS AND LARGE EQUIPMENT EXPENDITURES TO STAY ON TRACK FOR THIS PURCHASE.
 - OUR NEWEST ENGINE WILL REACH AGE IN 2037.
 - THE NEXT REPLACEMENT IS OUR GRASS TRUCK WHICH IS EXPECTED TO BE FUNDED THROUGH THE FIRE DISTRICT.

WHY NOW?

- ISO RATING AND INSURANCE SAVINGS
 - WE WILL RETAIN OUR ISO RATING OF 4 WITH PROGRESS TOWARDS A 3
 - OUR CURRENT AUTOMATIC AID AGREEMENT WITH LISBON ALLOWS US TO USE THEIR PUMPING CAPACITY TOWARDS OUR RATING
 - WITH LISBON'S FORTHCOMING PURCHASE OF A PUMPER TANKER, FURTHER REDUNDANCY IS IN PLACE; BOTH TOWNS ARE ADEQUATELY EQUIPPED FOR SUPPRESSION; OUR CURRENT GAP ANALYSIS IS THE LIFE SAVING COMPONENTS AVAILABLE FROM A LADDER TRUCK.
- COST ANALYSIS
 - A CURRENT REPLACEMENT ENGINE IS ESTIMATED 1-1.2 MILLION.

CONCLUSION

- TRUCK 21 ADDRESSES CRITICAL GAPS IN LIFE SAFETY, INCIDENT STABILIZATION, AND PROPERTY CONSERVATION.
- STRENGTHENS SPECIAL OPERATIONS CAPABILITIES FOR UNIQUE RESCUE SCENARIOS.
- ALIGNS WITH STRATEGIC REPLACEMENT AND FISCAL RESPONSIBILITY GOALS.
- ENHANCES OUR CAPABILITIES TO PROVIDE LIFESAVING MEASURES TO THE CITIZENS, AND VISITORS OF OUR COMMUNITY.

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
January 6, 2025**

- Staff will attend a Zoom conference call on Wednesday, January 8, 2025, to discuss the next general obligation debt proceeding.
- I will be attending the ECICOG Budget committee meeting on Thursday, January 9, 2025 and Wednesday, January 15, 2025.