

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:	February 3, 2025 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	January 31, 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: 831 3450 5773
3. Password: 818567

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
2. Oath of Office – Reserve Officer Monet Roelle

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 – January 20, 2025 Regular Council Meeting
2. Approval of Liquor License – Wilkie Liquors
3. Approval of Liquor License – Glyn Mawr Vineyard and Winery, L.L.C.
4. Approval of Liquor License – Scorz Bar and Grill
5. Approval of Device Permit – Happy Days

E. Public Hearing

1. Public Hearing on the Proposed Amendment to the Comprehensive Plan, Business 30 Master Plan and Official Zoning Map to Rezone Parcels Located in Plat of Survey #2857 from BP Business Park to GC General Commercial

- i. Close Public Hearing – Proceed to F-2

F. Ordinance Approval/Amendment

1. Ordinance #1-20-2025A: Amending Chapter 115 Cemetery to the City of Mount Vernon, Iowa Municipal Code
 - i. Motion to approve second reading and proceed to the third reading (Council may suspend rules and proceed to the final reading after a vote of the first reading)
2. Ordinance #2-3-2025A: Amending the Comprehensive Plan, Business 30 Master Plan and Official Zoning Map to Rezone Parcels Located in Plat of Survey #2857 from BP Business Park to GC General Commercial
 - i. Motion to approve first reading and proceed to the second reading (Council may suspend rules and proceed to the final reading after a vote of the first reading)

G. Resolutions for Approval

1. Resolution #2-3-2025A: Approving the Local Match for the Hazard Mitigation Assistance Program
2. Resolution #2-3-2025B: Approving the Public Utility Easement Agreement by and between LRD Corp and the City of Mount Vernon
3. Resolution #2-3-2025C: Approving a Storm Water Easement Agreement by and between Kwik Trip, Inc., LRD Corp., and the City of Mount Vernon
4. Resolution #2-3-2025D: Approving a Temporary Easement Agreement by and between Kwik Trip, Inc., PAA-320, LLC., and the City of Mount Vernon
5. Resolution #2-3-2025E: Approving the Bid Packet and Setting a Public Hearing Date for the Sale of Public Property Located at 1040 2nd Ave NW, Mt. Vernon, IA, Locally Known as the Old Mount Vernon Public Works Shop
6. Resolution #2-3-2025F: Approving the Plat of Survey #2898 to the City of Mount Vernon, IA

H. Mayoral Proclamation

1. None

I. Old Business

1. None

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Site Plan Approval for Kwik Star (Kwik Trip, Inc.) – Council Action as Needed
3. Discussion and Consideration of the Professional Services Agreement between the City of Mount Vernon and Dixon Engineering for the Water Tower Cleaning Project – Council Action as Needed
4. Discussion and Consideration of Fuel System Purchase for City Vehicles – Public Works Facility – Council Action as Needed
5. Discussion and Consideration of Soffit Repairs – Police Station – Council Action as Needed
6. Discussion and Consideration of Dedication of Parcel B of Plat of Survey #2898 to the City of Mount Vernon for Right of Way – Council Action as Needed

K. Reports to be Received/Filed

1. None

L. Discussion Items (No Action)

1. None

M. Reports of Mayor/Council/Administrator

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

N. Closed Session: According to Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session."

1. Exit Closed Session – Council Action as Needed

O. Adjournment

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

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

D. Consent Agenda

The Mount Vernon City Council met January 20, 2025, at City Hall, 213 1st Street NW, Mount Vernon, IA. A Zoom option was available. The following Council members were present: Andresen, Tuerler, West, Engel and Rose.

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

Agenda Additions/Agenda Approval. The closed session will be removed from the agenda. Motion made by Tuerler, seconded by West to approve the Agenda as noted. Motion carries.

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

Approval of City Council Minutes – January 6, 2025 Regular Council Meeting
 Appoint Jennifer Lee, Michelle Omar, Lori Lynch, and Doug Shannon - LMVAS

Public Hearing

Public Hearing on the Proposed Amendment to Chapter 115 Cemetery to the City of Mount Vernon, Municipal Code. Mayor Wieseler opened the public hearing at 6:42 pm. Hearing no public comment, Mayor Wieseler closed the public hearing at 6:45 pm. Council then acted on Ordinance #1-20-2025A.

Ordinance Approval/Amendment

Ordinance #1-20-2025A: Amending Chapter 115 Cemetery of the Municipal Code of Mount Vernon, Iowa. Chapter 115.10 Placement of Monuments currently details the dimensions of the foundation bases required for cemetery plots. Staff is recommending that Council remove the dimensions of the foundation base from the code of ordinances and create a “Mount Vernon Cemetery Design Guidelines.” The new cemetery commission could create a recommended standard for Council to consider. Motion made by Rose, seconded by West to approve the first reading of Ordinance #1-20-2025A. Roll call all yes. Resolution passes it’s first reading.

Motions for Approval

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

RATHJE CONSTRUCTION	PAY APP #3- GLENN STREET EXTEN	133,256.98
PAYROLL	CLAIMS	131,441.42
EMPLOYEE BENEFIT SYSTEMS	GROUP INSURANCE-ALL DEPTS	42,441.79
REPUBLIC SERVICES #897	GB,RECYL-SW RESIDENTIAL	24,596.31
LINN COUNTY SHERIFF	DISPATCH FEE-PD	22,003.58
REPUBLIC SERVICES #897	GB,RECYL-SW COMMERCIAL	14,892.31
JEO CONSULTING	DOWNTOWN STREETScape-LOST III	13,638.80
VEENSTRA & KIMM INC	RACHEL STREET PREL DESIGN	9,261.45
LEASE SERVICING CENTER, INC	EQUIP LEASE-LBC	8,464.61
VEENSTRA & KIMM INC	GLENN STREET EXTENSION	7,589.02
VEENSTRA & KIMM INC	2024 SEWER REHAB	7,186.82
US BANK	CREDIT CARD PURCHASES-ALL DEPTS	6,622.61
IOWA ASSOC OF MUNICIPAL UTILITIES	SGEI MEMBERSHIP-PW	4,206.66
STATE HYGIENIC LAB	TESTING-SEW	4,119.00
KRIS ENGINEERING INC	CURB GUARDS/PARTS-RUT	3,126.48

ALLIANT ENERGY	ENERGY USAGE-WAT	2,447.38
IOWA SOLUTIONS INC	MONTHLY MAINT-PD	2,216.85
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	1,802.58
IOWA SOLUTIONS INC	COMPUTER EQUIP-WAT,SEW	1,631.44
ALLIANT ENERGY	ENERGY USAGE-RUT	1,534.70
ADVANTAGE ARCHIVES	MICROFILM-MVHPC	1,485.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	1,428.70
ALLIANT ENERGY	ENERGY USAGE-FD	1,384.19
IOWA SOLUTIONS INC	COMPUTER MAINT-ALL DEPTS	1,364.25
LYNCH DALLAS PC	LEGAL FEES-P&A	1,347.50
IOWA SOLUTIONS INC	MONTHLY MAINT-ALL DEPTS	1,344.10
PNP	FUEL-PD	1,342.97
MT VERNON ROAD TIRE CO	TIRES-PD	1,274.00
AMAZON CAPITAL SERVICES	EQUIPMENT-FD	1,222.58
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-ALL DEPTS	1,140.00
MENARDS	ELECTRICAL MATERIALS-PW FACILITES	1,115.30
ADVANTAGE ARCHIVES	DIGITAL ACCESS PLAN-MVHPC	1,045.00
MENARDS	HEATERS-PW FACILITIES	1,034.95
MENARDS	BLDG MATERIALS-PW FACILITIES	1,004.45
ELECTRIC PUMP	LIFT STATION SERVICE-SEW	960.00
RICKARD SIGN AND DESIGN CORP	UNIFORMS-LBC	895.00
ALLIANT ENERGY	ENERGY USAGE-CITY HALL	887.89
HAWKINS INC	CHEMICALS-WAT	836.00
RED LION RENEWABLES	SOLAR ELECTRIC-P&A,PD,LBC	829.87
BANKCARD 8076	CREDIT CARD FEES-LBC,P&REC	816.42
AUTOMATED SYSTEMS OF IA	GAS DETECTION-PD	765.00
P&K MIDWEST INC	EQUIP REPAIR-RUT	460.68
ALLIANT ENERGY	ENERGY USAGE-RUT,WAT,SEW	425.51
AHLERS & COONEY P.C.	LEGAL FEES-P&A SMH URP	368.00
IOWA SOLUTIONS INC	COMPUTER MAINT-PD	363.80
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	350.11
POSTMASTER	MARKETING MAIL FEE-ALL DEPTS	350.00
AMAZON CAPITAL SERVICES	EQUIPMENT-PD	334.90
CITY LAUNDERING CO	SERVICES-LBC	289.09
IOWA PRISON INDUSTRIES	UNIFORMS-PD	230.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	228.00
IOWA SOLUTIONS INC	COMPUTER MAINT-LBC	216.90
HOTSY CLEANING SYSTEMS INC	SUPPLIES-RUT	210.00
MOUNT VERNON BANK & TRUST CO	NSF CHECK-LBC	205.44
CENTRAL IOWA DISTRIBUTING	SUPPLIES-CITY HALL	201.00
AMAZON CAPITAL SERVICES	MARKETING-LBC	187.50
CITY LAUNDERING CO	SERVICES-CITY HALL	183.48
PITNEY BOWES	POSTAGE METER LEASE-ALL DEPTS	165.33
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	164.86
ALLIANT ENERGY	ENERGY USAGE-POOL	144.17
TECH SOLUTIONS	FIRE ALARM MONITORING-LBC	136.35
NEAL'S WATER CONDITIONING SERV	WATER/SALT-FD	132.50
AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	127.82
AMAZON CAPITAL SERVICES	MARKETING-LBC	109.97
AIRGAS INC	CYLINDER RENTAL-PW	101.78
MID STATES ORGANIZED CRIME	MEMBERSHIP-PD	100.00
LOU'S GLOVES	GLOVES-SEW	99.00
ALLIANT ENERGY	ENERGY USAGE-RUT,WAT,SEW,P&A	93.76
STAPLES INC	SUPPLIES-ALL DEPTS	80.33
ALLIANT ENERGY	ENERGY USAGE-P&REC	77.66

CENTURY LINK	PHONE CHARGES-PD	77.47
SHERWIN WILLIAMS CO.	PAINT-PD	76.80
STAPLES INC	SUPPLIES-PD	75.68
ALLIANT ENERGY	ENERGY USAGE-P&REC	64.01
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	52.18
KONICA MINOLTA	MAINT PLAN/COPIES-PD	47.89
BANKCARD 8076	REFUND-LBC	46.01
MOUNT VERNON BANK & TRUST CO	SAFETY DEPOSIT BOX-P&A	35.00
YEONG HO BISHOP	REFEREE-P&REC	30.00
CHRISTINA SPENCER	REFUND-LBC	28.89
STAPLES INC	SUPPLIES-P&A	18.72
GALLS LLC	SHIPPING-PD	7.99
TOTAL		472,702.54

FUND EXPENSE TOTALS

GLENN ST/CHI/COTTONWOOD	140,846.00
PAYROLL	131,441.42
GENERAL FUND	64,233.25
SOLID WASTE	42,950.94
LBC	19,352.76
SEWER FUND	14,642.49
LOST III UR & STREETScape	13,638.80
WATER FUND	13,322.36
ROAD USE TAX FUND	11,197.51
RACHEL STREET/KWIK STAR	9,261.45
ARPA LINN COUNTY GRANT	7,186.82
PW FACILITIES	3,154.70
STORM WATER FUND	1,474.04
TOTAL	472,702.54

FY25 DECEMBER REVENUE

GENERAL GOVERNMENT	352,808.59
PUBLIC WORKS	258,930.40
CULTURE-RECREATION	48,043.11
PUBLIC SAFETY	10,175.74
COMMUNITY & ECONOMIC DEV	8,342.05
TOTAL	678,299.89

Discussion and Consideration of Pay Application #3 - Woodruff Construction – 2024 Pool Improvements – Council Action as Needed. Pay application #3 is in the amount of \$309,088.63 and pay application #4 is in the amount \$70,300.00. The pool renovations have been placed on temporary hold due to weather conditions. The project is slated to be completed by the end of May. Motion made by Rose, seconded by Engel to approve Pay Application #3-Woodruff Construction. Motion carries.

Discussion and Consideration of Pay Application #4 - Woodruff Construction – 2024 Pool Improvements – Council Action as Needed. Motion made by West, seconded by Andresen to approve Pay Application #4-Woodruff Construction. Motion carries.

Discussion and Consideration of Invoice #11078 – Water's Edge – 2024 Pool Improvements – Council Action as Needed. This invoice is in the amount of \$22,800.00. Motion made by West, seconded by Rose to approve Invoice #11078, Water's Edge, 2024 Pool Improvements. Motion carries.

Discussion and Consideration of Engagement Letter with Speer Financial – 2025 General Obligation Bonds – Council Action as Needed. Speer Financial has submitted an engagement letter in anticipation of the proposed Rachel Street/Alliant Street Light Project bond sale. The fee for preparing and completing the bond sale is \$5,200 plus 3/10 of 1% of the municipal securities issued in excess of \$1,000,000.00. Motion made by Rose, seconded by Tuerler to approve the Engagement Letter with Speer Financial for the 2025 General Obligation Bonds. Motion carries.

Discussion and Consideration of Rescheduling the February 17, 2025, City Council Meeting – Council Action as Needed. February 17, 2025 is President's Day, which is a City staff holiday. Motion made by Tuerler, seconded by Rose to move the second meeting in February to Wednesday, February 19, 2025.

Discussion and Consideration of updating the Mount Vernon Ceremonial Flag Policy – Council Action as Needed. At the last Council meeting Andresen had asked that this be placed back on the agenda for review. He is asking that the Jewish American Heritage Flag be added to the policy for the month of May and stated that this is recognized at both the State and Federal level. There are currently two flags on the policy for May so adding a third will require certain flags to be moved around during the month. Motion made by Tuerler, seconded by Rose to add the Jewish American Heritage flag to the policy in May. Motion carries.

Reports to be Received/Filed. Full reports can be found on the City website in the January 20, 2025 Council packet.

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

Reports of Mayor/Council/Administrator

Mayor's Report. Wieseler attended the legislative update last week at the Hiawatha Public Library. There was good attendance at the LBC last week when the City Administrator spoke.

Council Reports. Engel reported that Renee Verlee has chosen to step down from her leadership role with the Mount Vernon-Lisbon Childcare Solutions group and he will be assuming that role for the next year.

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 7:08 p.m., January 20, 2025.

Respectfully submitted,
Lori Boren
Assistant City Administrator

Chris Nosbisch

From: Tasha Whitman <twhitman@mtvernonlisbonpd-ia.gov>
Sent: Friday, January 24, 2025 9:39 AM
To: Lori Boren; Chris Nosbisch
Subject: FW: Application App-214527 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: Friday, January 24, 2025 9:37 AM
To: Tasha Whitman <twhitman@mtvernonlisbonpd-ia.gov>
Cc: licensingnotification@iowaabd.com
Subject: Application App-214527 Ready for Review

Hello,

Application Number App-214527 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-214527

Tentative Effective Date: 2/4/2025

License Type: Class E Retail Alcohol License (LE)

Application Type: Amendment

Chris Nosbisch

From: Tasha Whitman <twhitman@mtvernonlisbonpd-ia.gov>
Sent: Tuesday, January 21, 2025 1:26 PM
To: Chris Nosbisch; Lori Boren
Subject: FW: Application App-211642 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 board 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: Tuesday, January 21, 2025 1:24 PM
To: Tasha Whitman <twhitman@mtvernonlisbonpd-ia.gov>
Cc: licensingnotification@iowaabd.com
Subject: Application App-211642 Ready for Review

Hello,

Application Number App-211642 has been set to "Submitted to Local Authority" status and is currently ready for your review.

Corp Name: GLYN MAWR VINEYARD AND WINERY, L.L.C.

DBA: Glyn Mawr Winery-The Local

License Number: LC0049195

Application Number: App-211642

Tentative Effective Date: 1/28/2025

License Type: Class C Retail Alcohol License (LC)

Application Type: Renewal

Chris Nosbisch

From: Tasha Whitman <twhitman@mtvernonlisbonpd-ia.gov>
Sent: Thursday, January 30, 2025 2:00 PM
To: Lori Boren; Chris Nosbisch
Subject: FW: Application App-214953 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 board 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, January 30, 2025 1:39 PM
To: Tasha Whitman <twhitman@mtvernonlisbonpd-ia.gov>
Cc: licensingnotification@iowaabd.com
Subject: Application App-214953 Ready for Review

Hello,

Application Number App-214953 has been set to "Submitted to Local Authority" status and is currently ready for your review.

Corp Name: KPPS LLC

DBA: Scorz Bar & Grill

License Number: LC0036678

Application Number: App-214953

Tentative Effective Date: 2/25/2025

License Type: Class C Retail Alcohol License (LC)

Application Type: Amendment

E. Public Hearing

AGENDA ITEM # E – 1 & F - 2

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

DATE:	February 3, 2025
AGENDA ITEM:	Ordinance #2-3-2025A
ACTION:	Close Public Hearing

SYNOPSIS: One parcel that Kwik Star is proposing to purchase is currently zoned GC General Commercial, while the other is BP Business Park. The highway-oriented uses identified within the Business 30 master plan are compatible with GC, but not BP. Please see the enclosed staff report to the Planning and Zoning Commission for additional details regarding the rezoning application

BUDGET ITEM: None

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Close Public Hearing

ATTACHMENTS: Proceed to Ordinance #2-3-2025A & Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/31/2025

F. Ordinance Approval/Amendment

AGENDA ITEM # F - 1

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

DATE: February 3, 2025

AGENDA ITEM: Ordinance #1-20-2025A

ACTION: Motion

SYNOPSIS: Staff has not received any verbal or written communication regarding this ordinance from the first meeting.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #1-20-2025A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/31/2025

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

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

ORDINANCE #1-20-2025A

AN ORDINANCE AMENDING CHAPTER 115 CEMETERY OF THE MUNICIPAL CODE OF MT. VERNON, IOWA

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

SECTION 1. AMENDMENT. Chapter 115.10 PLACEMENT OF MONUMENTS, is hereby amended as follows:

115.10 PLACEMENT OF MONUMENTS. It is the responsibility of the monument company and the owner of the cemetery lot or an agent of the owner to place the monument on the lot correctly. Prior authorization must be obtained from the Clerk in order to confirm the location of the lot and correct positioning of the monument upon the lot. A person designated by the City Clerk shall be present before the foundation is poured on the lot. ~~Foundation bases shall be no wider than one and one-half (1½) feet.~~ Foundation bases and monuments shall be placed in accordance with the Mount Vernon Cemetery design guidelines. The City will not assume responsibility for moving any monuments which are incorrectly placed on cemetery lots.

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

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

Approved and adopted this 20th day of January, 2025.

ATTEST:

Thomas M. Wieseler - Mayor

Marsha Dewell – City Clerk

I certify that the foregoing was published as Ordinance #1-20-2025A on the ___ day of _____, 2025.

Marsha Dewell, City Clerk

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

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

ORDINANCE #2-3-2025B

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN AND OFFICIAL ZONING MAP TO REZONE CERTAIN PROPERTY FROM BP BUSINESS PARK TO GC GENERAL COMMERCIAL

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 BP Business Park to GC General Commercial, as defined in Article 401 for the property described as follows:

Legal Description:

Plat of Survey #2857 to the City of Mount Vernon, Iowa

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

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

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

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

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

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

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

Approved and adopted this 3rd day of February, 2025.

ATTEST:

Thomas M. Wieseler - Mayor

Marsha Dewell – City Clerk

I certify that the foregoing was published as

Ordinance # _____ on the ___ day of _____, 2024.

Marsha Dewell, City Clerk

PLANNING & ZONING COMMISSION
January 22, 2025
STAFF REPORT

Prepared by: Leigh Bradbury, City Planner

AGENDA ITEM: **Public Hearing - Rezoning Plat of Survey #2857**

Applicant / Owner: LRD Corporation
Current Zoning: Business Park (BP)
Proposed Zoning: General Commercial (GC)
Overlay Zoning: US Business 30 Master Plan
Size: 2.54 acres

Background Information:

Kwik Trip, Inc. approached the owners of two adjacent parcels in 2023-2024 with the intent of purchasing a site for a Kwik Star convenience store, with access to US Hwy 30 at the intersection with Hwy 1. Both parcels were surveyed in 2024 for preparation of two Plats of Survey, intended to identify the area being considered for purchase.

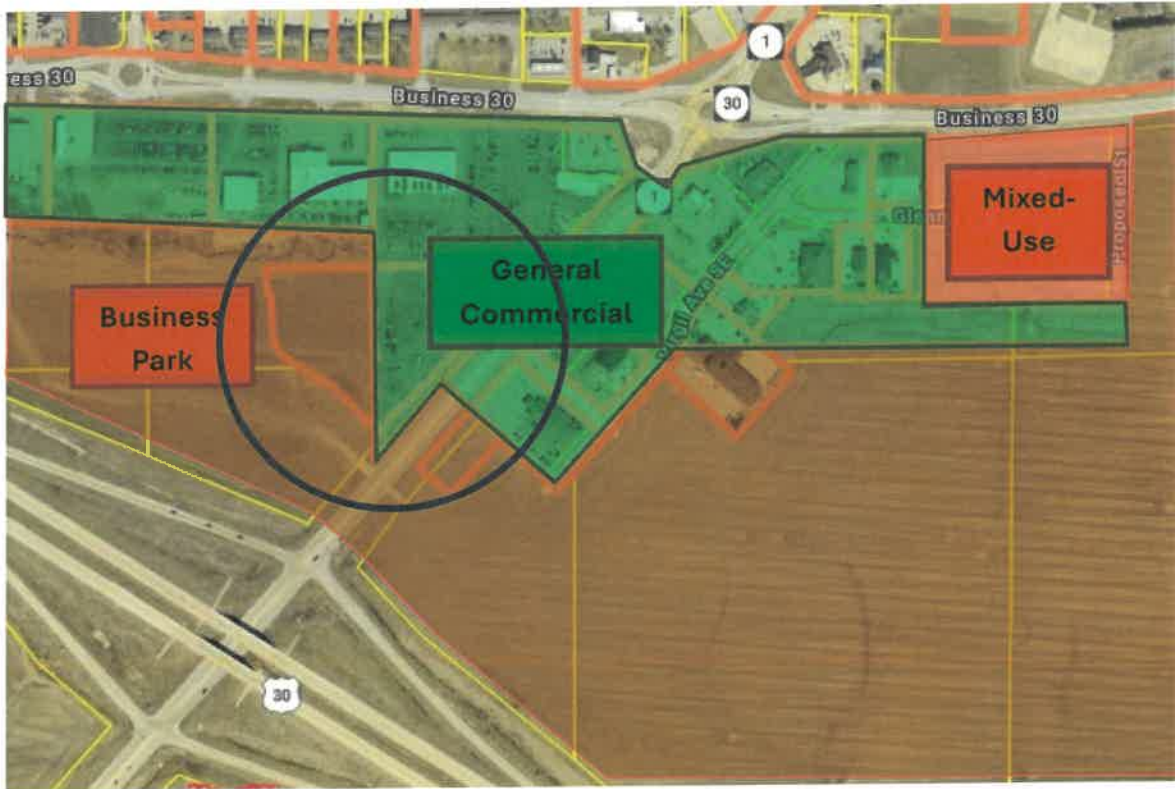
POS #2856 is the southern portion of Plaza Auto Junction, owned by PAA-320 LLC and zoned General Commercial (GC), which currently provides overflow parking for the auto resale company. The west-lying parcel, POS#2857, is owned by LRD Corporation and zoned Business Park (BP) with current use for agricultural purposes.

This area is subject to the Business 30 Master Plan zoning overlay, which requires that properties be zoned or rezoned consistent with the plan's land use designation *prior to* development or redevelopment. The owner of Plat #2857, LRD Corporation, has applied for rezoning to General Commercial (GC).

Analysis: Based on the *Zoning and Overlay Land Use Compatability Table* (page 29 of the Master Plan), extension of the General Commercial district is appropriate in this location.

Action Required: Recommendation to City Council to (approve / approve with modifications or conditions / disapprove) rezoning of Plat of Survey #2857 from Business Park (BP) to General Commercial (GC).

Staff Recommendation: Staff recommends approval of this application.

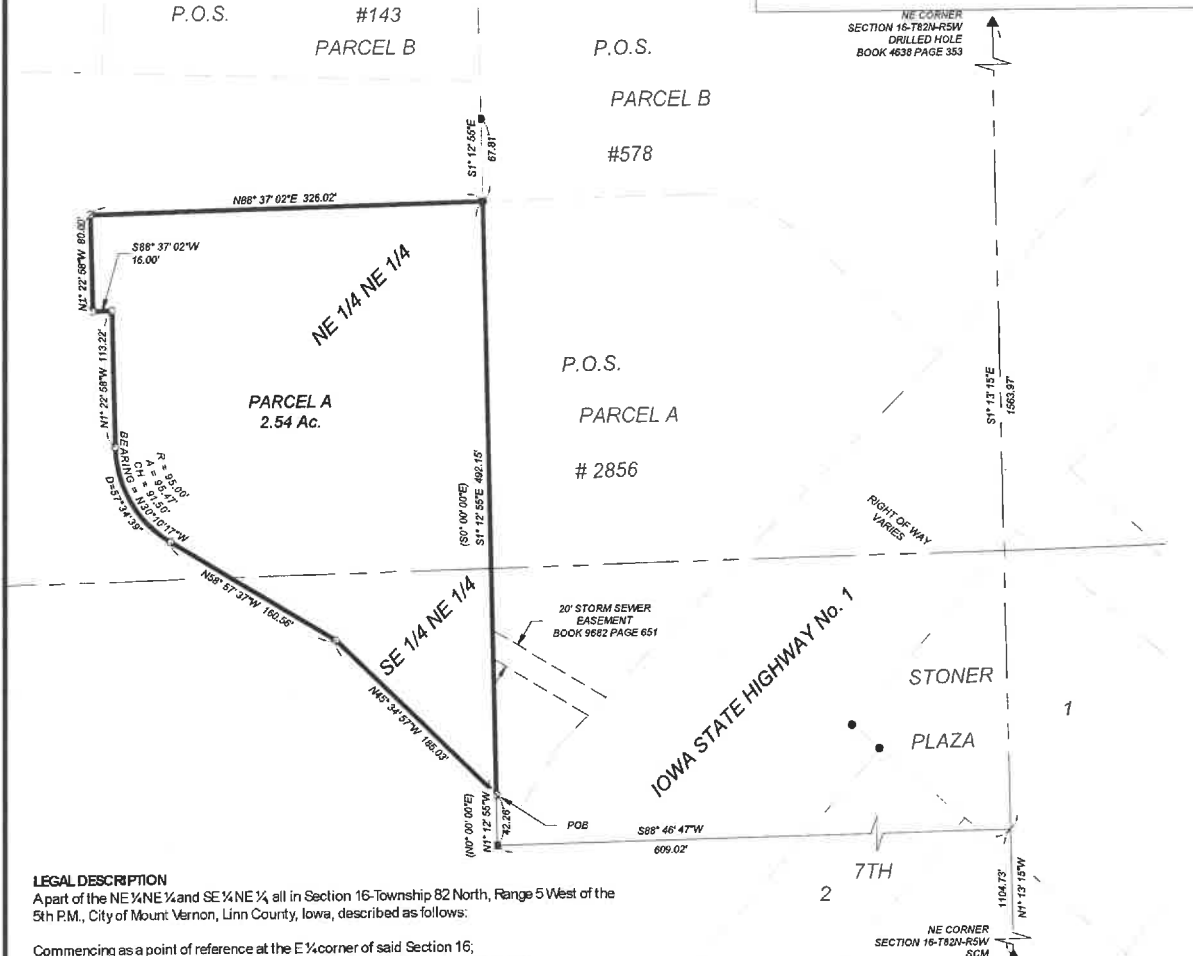


Location of Plats of Survey #2856 & 2857

PLAT OF SURVEY No. 2857 PARCEL A

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

Recorder's Stamp

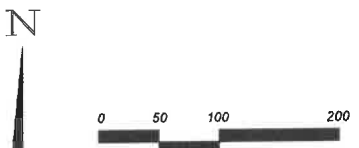


LEGAL DESCRIPTION
 A part of the NE 1/4 NE 1/4 and SE 1/4 NE 1/4, all in Section 16-Township 82 North, Range 5 West of the 5th P.M., City of Mount Vernon, Linn County, Iowa, described as follows:

Commencing as a point of reference at the E 1/4 corner of said Section 16; thence N1°13'15"W along the east line of the NE 1/4 of said Section 16, 1104.74 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 A; thence N01°12'55"W, 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 a 95.00-foot radius curve to the right, having a chord length of 91.50 feet bearing N30°10'17"W; thence N01°22'58"W, 113.22 feet; thence S88°37'02"W, 16.00 feet; thence N01°22'58"W, 80.00 feet; thence N88°37'02"E, 326.02 feet to said west line; thence S01°12'55"E along said west line, 492.15 feet to the Point of Beginning, containing 2.54 acres.

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

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



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

- BORDER
- CENTERLINE
- PROPERTY LINE
- SECTION LINE
- ADJACENT PROPERTY ROW

DATE OF SURVEY: 6/8/24

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



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

G. Resolutions for Approval

AGENDA ITEM # G – 1

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

DATE:	February 3, 2025
AGENDA ITEM:	Resolution #2-3-2025A
ACTION:	Motion

SYNOPSIS: If the City plans to move forward with a possible safe room grant application for the LBC addition, certain design specifications must be met. This grant will fund a majority of the architectural study requirements needed for a future safe room grant applications. OPN is recognized by the State as a qualified design firm, so the city can maintain continuity in the project. The required match needed from the city would be a maximum of \$8,250.

BUDGET ITEM: LOST

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #2-3-2025A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/31/2025

LOCAL MATCH RESOLUTION # _____
FOR THE
HAZARD MITIGATION ASSISTANCE PROGRAM

WHEREAS, Mount Vernon (hereinafter called "the Subrecipient"), County of
(jurisdiction)

Linn, has made application through the Iowa Department Homeland Security and Emergency Management (HSEMD) to the Federal Emergency Management Agency (FEMA) for funding from the Hazard Mitigation Assistance Program, in the amount of \$55,000 for the total project cost,
and

WHEREAS, the Subrecipient recognizes the fact that this grant is based on a cost share basis with the federal share not exceeding 75%, the state share not exceeding 10%, and the local share being a *minimum* of 15% of the total project cost. The *minimum* 15% local share can be either cash or in-kind match.

and

THEREFORE, the Subrecipient agrees to provide and make available up to \$8,250
(_____ dollars) of local monies to be used to meet the *minimum* local match requirement for this mitigation grant application.

The resolution was passed and approved this _____ day of _____, 20____.

Signatures of Council or Board Members:

Council or Board Member

Council or Board Member

Council or Board Member

Council or Board Member

Council or Board Member

Council or Board Member

Council or Board Member

Council or Board Member

Council or Board Member

Council or Board Member

I submit this form for inclusion with the Hazard Mitigation Assistance Project Application.

Print Name of Authorized Representative

Authorized Representative's Signature and Date

AGENDA ITEM # G – 2

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

DATE: February 3, 2025

AGENDA ITEM: Resolution #2-3-2025B

ACTION: Motion

SYNOPSIS: The City is seeking a public utility easement over property owned by the LRD Corp., for a sewer main extension to the west of the proposed Rachel Street extension.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #2-3-2025B & Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/31/2025

RESOLUTION NO. 2-3-2025B

RESOLUTION APPROVING A PUBLIC UTILITY EASEMENT AGREEMENT FOR THE CITY OF MOUNT VERNON, IOWA

WHEREAS, the City of Mount Vernon is requesting a public utility easement from LRD Corp., on property located within Parcels #17161-27004-0000, #17161-02009-00000 and #17161-02008-00000 in the City of Mount Vernon, Linn County, Iowa,

WHEREAS, all three parcels are currently undeveloped,

WHEREAS, it is the intent of LRD Corp., to sell Parcel #17161-02008-00000 as part of Plat of Survey #2898 to Kwik Trip, Inc. on February 17, 2025,

WHEREAS, it is in the interest of both LRD Corp., and Kwik Trip, Inc. that public utilities be extended for the purpose of economic development,

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the public utility easement between the City of Mount Vernon and LRD Corporation as described and shown in Exhibit "A" attached hereto and made a part thereof by reference.

APPROVED and ADOPTED this 3rd day of February, 2025.

Thomas M. Wieseler, Mayor

ATTEST:

Marsha Dewell, City Clerk

WHEN RECORDED RETURN TO:

Kwik Trip, Inc.
Legal Department
P.O. Box 2107
La Crosse, WI 54602-2107

Preparer Information: Attorney Lara Czajkowski Higgins P.O. Box 2107, La Crosse, Wisconsin 54602-2107 (608) 793-6209

PUBLIC UTILITY EASEMENT AGREEMENT

THIS PUBLIC UTILITY EASEMENT AGREEMENT (“Agreement”), dated _____, 202_, is entered into by and between LRD Corp., an Iowa corporation (“Grantor”) and the City of Mount Vernon, an Iowa municipal corporation (“Grantee”) for the purpose of a utility easement. The following statements are a material part of this Agreement:

WHEREAS, Grantor is the owner of the real property legally described on Exhibit A, which is attached hereto and incorporated herein (“Grantor’s Property”); and

WHEREAS, Grantor is willing to grant Grantee a utility easement over, under and across a portion of Grantor’s Property legally described and depicted on Exhibit B, which is attached hereto and incorporated herein (“Easement Property”), pursuant to the terms and conditions contained in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements and covenants are made:

1. **GRANT OF EASEMENT**. Grantor hereby grants and conveys to Grantee and the general public, a permanent, non-exclusive utility easement to allow Grantee to construct, maintain and repair the utilities (“Easement”) that run over, under and across the Easement Property. Grantor shall be permitted to connect to the sanitary line and water line within the Easement Property for the benefit of Grantor’s Property.

2. **ACCESS**. Grantee shall be permitted reasonable access to the Easement Property with the right of ingress and egress over and across the Easement Property and adjacent lands of Grantor’s Property for the purpose of exercising the rights granted to Grantee in this Agreement, provided, however, Grantee shall not unreasonably interfere with Grantor’s business operations or access thereto.

3. **CONSTRUCTION/MAINTENANCE/COSTS.**

a. Grantee shall be responsible for the installation and all future and ongoing maintenance, repair and/or reconstruction of the sanitary line and water line within the Easement Property at its sole cost and expense.

b. In the event additional utilities are required to be installed within the Easement Property, Grantee shall be responsible for the installation and all future and ongoing maintenance, repair, and/or reconstruction of such utilities at its sole cost and expense.

c. Grantor shall be responsible for the construction for connection to the sanitary line and water line within the Easement Property at its sole cost and expense.

4. **INDEMNITY.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other party, its officers, directors, agents and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including but not limited to, liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Easement Property by the Indemnifying Party or its agents, employees, guests, invitees, contractors, or subcontractors.

5. **RESERVATION OF RIGHTS AND RESTRICTIONS.**

a. All right, title, and interest in and to the Easement Property are reserved to Grantor.

b. Grantee's use of the Easement Property shall not unreasonably interfere with, or adversely affect Grantor's use and enjoyment of Grantor's Property, including the Easement Property.

c. Grantor reserves the right to utilize Grantor's Property, including the Easement Property, in any manner and for any purpose that will not materially interfere with the rights granted to Grantee in this Agreement.

d. Following any entry upon the Easement Property by Grantee or its agents for the purposes set forth in this Agreement, Grantee agrees to promptly restore the surface to the condition existing immediately prior to such entry by Grantee or its agents.

6. **REPRESENTATIONS AND WARRANTIES.** Grantor hereby represents and warrants that it has good and indefeasible fee simple title to Grantor's Property, that Grantor has the full right, power, and lawful authority to grant the Easement, and that Grantee and Grantee's successors shall and may peaceably have, hold, and enjoy the Easement.

7. **RUNNING OF BENEFITS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns,

licensees, invitees, successors, tenants, employees and personal representatives of the owners of their respective properties.

8. **AMENDMENTS OR TERMINATION.** This Agreement may be modified, amended, or terminated by a document executed by both parties, or their successors or assigns, as the case may be, and the consent of no other party shall be required. Any such document shall be duly recorded in the office of the Recorder of Linn County, Iowa.

9. **DEFAULT AND REMEDIES.** In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all legal and equitable remedies.

10. **NO WAIVER OF RIGHTS.** The failure by any party to insist upon the strict performance of, or to seek remedy of, any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law or in equity shall not constitute or be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such option shall continue and remain in full force and effect. All rights or remedies of the parties specified in this Agreement and all other rights or remedies that they may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy of the parties.

11. **NOTICES.** Notices given under this Agreement shall be in writing and shall be sent to each party at the address set forth below and shall be deemed given and effective when delivered in person to the other party or sent by nationally recognized overnight carrier (e.g., Federal Express); or three (3) business days after being deposited in the U.S. Mail, postage prepaid, sent by registered or certified mail to the other party's address for notices set forth below:

LRD Corp.
Attn: _____
1621 Museum Road
Mount Vernon, IA 52314

City of Mount Vernon
Attn: _____
213 1st Street NW
Mount Vernon, IA 52314

12. **TIME IS OF THE ESSENCE.** Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

13. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Iowa, without regard to the conflicts of law provisions and principles thereof. Any action to enforce this Agreement shall be venued in the state or federal court in the State of Iowa.

14. **COUNTERPARTS.** This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one and the same instrument.

[Signature Pages Follow]

GRANTOR:

LRD CORP.

By: _____

Name: _____

Its: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State, hereby certifies that _____, the _____ of LRD Corp. has signed the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he executed the same voluntarily for and as the act of said company.

Dated this _____ day of _____, 202_.

Notary Public, State of Illinois
My commission: _____

EXHIBIT A

GRANTOR'S PROPERTY

All that part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ lying South of Plat of Survey #2143 as recorded in Vol. 2166, Page 85 of the records of the Linn County, Iowa Recorder on May 25, 1993 and South of LRD First Addition to the City of Mount Vernon, Linn County, Iowa and Westerly of Plat of Survey No. 578 as recorded in Book 3680 Page 671 of the records of the Linn County, Iowa Recorder on May 12, 1998 lying therein; all in Section 16, Township 82 North, Range 5 West of the 5th P.M., Linn County, Iowa;

AND

All that part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying Northerly of the roads, all in Section 16, Township 82 North, Range 5 West of the 5th P.M., Linn County, Iowa; except all that part of Plat of Survey No. 578 as recorded in Book 3680 Page 671 of the records of the Linn County, Iowa Recorder on May 12, 1998 lying therein;

EXCEPTING THEREFROM the lands described as Parcel A in the Plat of Survey No. 2857 and recorded on August 22, 2024 in Book 11523, page 26584.

EXHIBIT B

EASEMENT PROPERTY

[See Attached]



AGENDA ITEM # G - 3

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

DATE: February 3, 2025

AGENDA ITEM: Resolution #2-3-2025C

ACTION: Motion

SYNOPSIS: Kwik Trip Inc., is seeking a storm water utility easement from LRD Corp., in preparation for the Kwik Star Development. The storm water controls for this area stem from a previous agreement with IaDOT and the LRD Corp.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #2-3-2025C & Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/31/2025

RESOLUTION NO. 2-3-2025C

**RESOLUTION APPROVING A STORM WATER EASEMENT AGREEMENT FOR THE
CITY OF MOUNT VERNON, IOWA**

WHEREAS, the City of Mount Vernon is requesting a storm water easement from LRD Corp., on property located within Parcels #17161-02009-00000 and #17161-02008-00000 in the City of Mount Vernon, Linn County, Iowa,

WHEREAS, it is the intent of LRD Corp., to sell Parcel #17161-02008-00000 as defined by Plat of Survey #2898 to Kwik Trip, Inc. on February 17, 2025,

WHEREAS, it is in the interest of both LRD Corp., and Kwik Trip, Inc. that storm water improvements be made for the purpose of economic development

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the storm water easement between the City of Mount Vernon, LRD Corp. and Kwik Trip, Inc., as described and shown in Exhibit "A" attached hereto and made a part thereof by reference.

APPROVED and ADOPTED this 3rd day of February, 2025.

Thomas M. Wieseler, Mayor

ATTEST:

Marsha Dewell, City Clerk

WHEN RECORDED RETURN TO:

Kwik Trip, Inc.
Legal Department
P.O. Box 2107
La Crosse, WI 54602-2107

Preparer Information: Attorney Lara Czajkowski Higgins P.O. Box 2107, La Crosse, Wisconsin 54602-2107 (608) 793-6209

STORM WATER EASEMENT AGREEMENT

THIS STORM WATER EASEMENT AGREEMENT (“Agreement”), dated _____, 202_, is entered into by and between Kwik Trip, Inc., a Wisconsin corporation (“Kwik Trip”), LRD Corp., an Iowa corporation (“LRD”), and the City of Mount Vernon, an Iowa municipal corporation (“City”) for the purpose of a storm water easement. The following statements are a material part of this Agreement:

WHEREAS, Kwik Trip is the owner of the real property legally described on Exhibit A, which is attached hereto and incorporated herein (“Kwik Trip’s Property”);

WHEREAS, LRD is the owner of the real property legally described on Exhibit B, which is attached hereto and incorporated herein (“LRD’s Property”); and

WHEREAS, Kwik Trip and LRD are willing to grant the City a storm water easement on the portion of Kwik Trip’s Property legally described and depicted on Exhibit C and the portion of LRD’s Property legally described and depicted on Exhibit D, which are attached hereto and incorporated herein (collectively “Easement Property”), pursuant to the terms and conditions contained in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements and covenants are made:

1. **GRANT OF EASEMENT.** Kwik Trip and LRD hereby grant and convey to the City, for the benefit of the City and the general public, a permanent, non-exclusive storm water easement to allow the City to utilize the storm water facilities (“Easement”) that run over, under, upon and across the Easement Property, including the necessary underground and above-ground associated facilities, accessories, and appurtenances in and through the Easement Property (“Storm Water Facilities”).

2. **ACCESS.** The City shall be permitted reasonable access to the Easement Property with the right of ingress and egress over and across the Easement Property and adjacent lands of Kwik Trip's Property and LRD's Property for the purpose of exercising the rights granted to the City in this Agreement, provided, however, the City shall not unreasonably interfere with Kwik Trip's business operations or access thereto or LRD's business operations or access thereto.

3. **CONSTRUCTION/MAINTENANCE/COSTS.**

a. Kwik Trip shall be responsible for the initial construction of the Stormwater Facilities at its sole cost and expense.

b. The City shall be responsible for all future and ongoing maintenance, repair and/or reconstruction of the Storm Water Facilities at the City's sole cost and expense.

4. **INDEMNITY.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other parties, their officers, directors, agents and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including but not limited to, liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Easement Property by the Indemnifying Party or its agents, employees, guests, invitees, contractors, or subcontractors.

5. **RESERVATION OF RIGHTS AND RESTRICTIONS.**

a. All right, title, and interest in and to the Easement Property are reserved to Kwik Trip and LRD.

b. The City's use of the Easement Property shall not unreasonably interfere with, or adversely affect Kwik Trip's use and enjoyment of Kwik Trip's Property or LRD's use and enjoyment of LRD's Property, including the Easement Property.

c. Kwik Trip reserves the right to utilize Kwik Trip's Property, including the Easement Property, in any manner and for any purpose that will not materially interfere with the rights granted to the City in this Agreement.

d. LRD reserves the right to utilize LRD's Property, including the Easement Property, in any manner and for any purpose that will not materially interfere with the rights granted to the City in this Agreement.

e. Following any entry upon the Easement Property by the City or its agents for the purposes set forth in this Agreement, the City agrees to promptly restore the surface to the condition existing immediately prior to such entry by the City or its agents.

6. **RUNNING OF BENEFITS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the owners of their respective properties.

7. **AMENDMENTS OR TERMINATION.** This Agreement may be modified, amended, or terminated by a document executed by the both parties, or their successors or assigns, as the case may be, and the consent of no other party shall be required. Any such document shall be duly recorded in the office of the Recorder of Linn County, Iowa.

8. **DEFAULT AND REMEDIES.** In the event of a default by Kwik Trip, LRD or the City, the non-defaulting party may seek any and all legal or equitable remedies.

9. **NO WAIVER OF RIGHTS.** The failure by any party to insist upon the strict performance of, or to seek remedy of, any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law or in equity shall not constitute or be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such option shall continue and remain in full force and effect. All rights or remedies of the parties specified in this Agreement and all other rights or remedies that they may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy of the parties.

10. **NOTICES.** Notices given under this Agreement shall be in writing and shall be sent to each party at the address set forth below and shall be deemed given and effective when delivered in person to the other party or sent by nationally recognized overnight carrier (e.g., Federal Express); or three (3) business days after being deposited in the U.S. Mail, postage prepaid, sent by registered or certified mail to the other party's address for notices set forth below:

Kwik Trip, Inc.
Attn: Legal Department
1626 Oak Street
La Crosse, WI 54602-2107

LRD Corp.
Attn:
1621 Museum Road
Mount Vernon, IA 52314

City of Mount Vernon
Attn: _____
213 1st Street NW
Mount Vernon, IA 52314

11. **TIME IS OF THE ESSENCE.** Each party agrees that time is of the essence and that time specifications contained herein shall be strictly construed.

12. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Iowa, without regard to the conflicts of law provisions and principles thereof. Any action to enforce this Agreement shall be venued in the state or federal court in the State of Iowa.

13. **COUNTERPARTS.** This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one and the same instrument.

[Signature Pages Follow]

EXHIBIT A

KWIK TRIP'S PROPERTY

Parcel A of the Plat of Survey No. 2898 recorded on _____ in Book _____, page _____, City of Mount Vernon, Linn County, Iowa being a part of Parcel B, Plat of Survey No. 2856 recorded in Book 11523, page 26583 and Part A, Plat of Survey No. 2857 recorded in Book 11523, page 26584 all being in part of the NE ¼ of Section 16, Township 82 North, Range 5 West.

EXHIBIT B

LRD'S PROPERTY

All that part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ lying South of Plat of Survey #2143 as recorded in Vol. 2166, Page 85 of the records of the Linn County, Iowa Recorder on May 25, 1993 and South of LRD First Addition to the City of Mount Vernon, Linn County, Iowa and Westerly of Plat of Survey No. 578 as recorded in Book 3680 Page 671 of the records of the Linn County, Iowa Recorder on May 12, 1998 lying therein; all in Section 16, Township 82 North, Range 5 West of the 5th P.M., Linn County, Iowa;

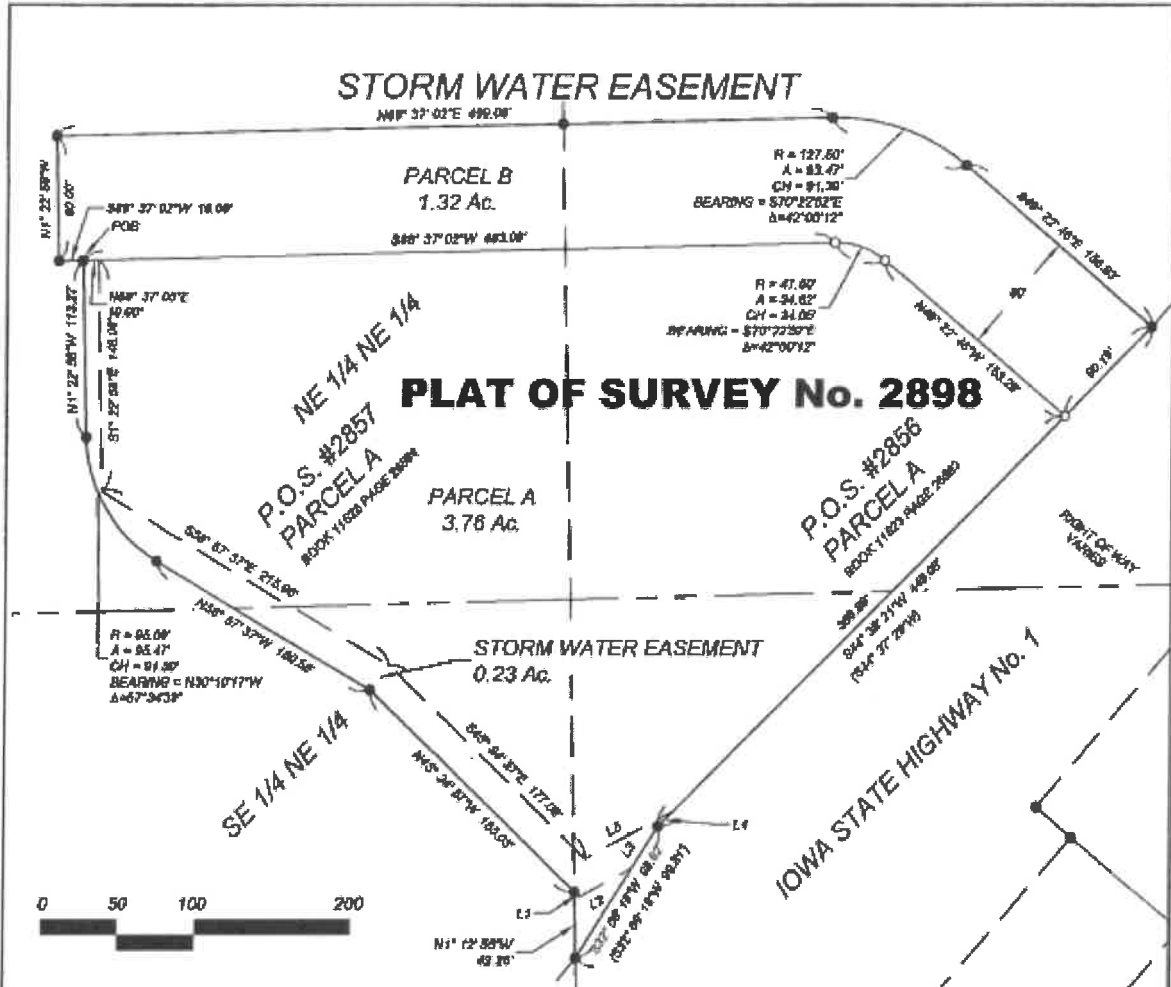
AND

All that part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying Northerly of the roads, all in Section 16, Township 82 North, Range 5 West of the 5th P.M., Linn County, Iowa; except all that part of Plat of Survey No. 578 as recorded in Book 3680 Page 671 of the records of the Linn County, Iowa Recorder on May 12, 1998 lying therein;

EXCEPTING THEREFROM the lands described as Parcel A in the Plat of Survey No. 2857 and recorded on August 22, 2024 in Book 11523, page 26584.

EXHIBIT C

KWIK TRIP EASEMENT PROPERTY
[See Attached]



LEGAL DESCRIPTION

A part of Parcel A, Plat of Survey No 2888 described as follows:

Beginning at the NW Corner of said Parcel A;
 thence N45°37'02"E along the north line of said Parcel A, 10.00 feet;
 thence S01°22'58"E, 148.08 feet;
 thence S58°57'37"E, 215.96 feet;
 thence S45°24'57"E, 177.08 feet;
 thence N61°54'49"E, 64.06 feet to the north right of way line of Iowa State Highway No. 1;
 thence S44°35'21"W along said right of way line, 13.12 feet;
 thence S32°08'18"W along said right of way line, 32.37 feet;
 thence S61°54'49"W, 38.11 feet;
 thence N45°34'57"W, 4.40 feet to the west line of said Parcel A;
 thence N45°34'57"W along said west line, 185.03 feet;
 thence N58°57'37"W along said west line, 180.58 feet;
 thence NW-ly along said west line on an arc of 85.47 feet of a 95.00 foot radius curve to the right having a chord length of 81.80 feet bearing N30°10'17"W;
 thence N01°22'58"W along said west line, 113.22 feet to the Point of Beginning, containing 0.23 acres.

DATE OF SURVEY: 8/10/24



Owner: KWIK TRIP

Parcel Line Table		
Line #	Length	Direction
L1	4.40	N45° 34' 57"W
L2	38.11	S61° 54' 49"W
L3	32.37	S32° 08' 18"W
L4	13.12	S44° 35' 21"W
L5	64.06	N61° 54' 49"E

Project No.
S07124-11



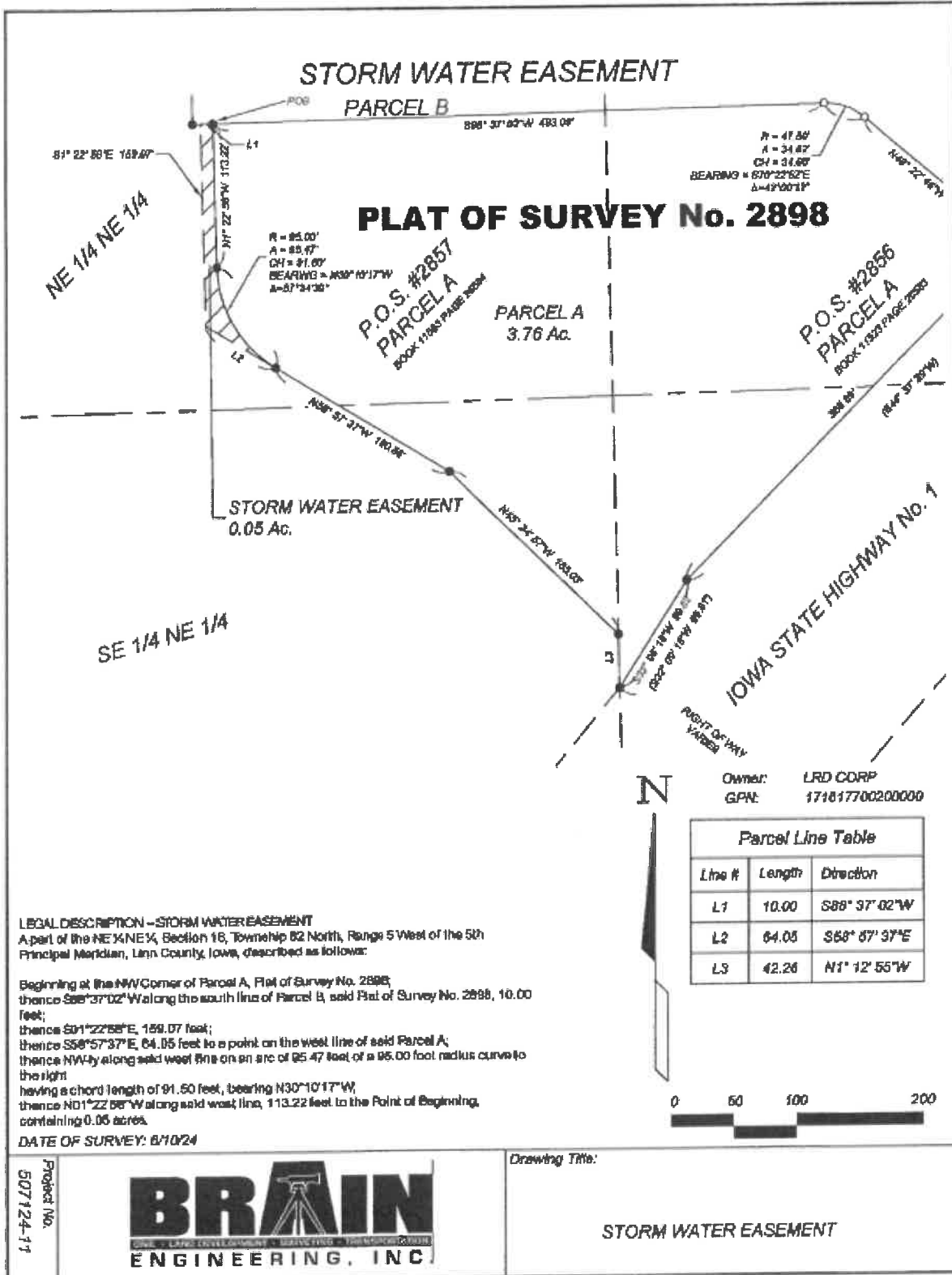
Drawing Title:

STORM WATER EASEMENT

EXHIBIT D

LRD EASEMENT PROPERTY

[See Attached]



AGENDA ITEM # G – 4

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

DATE: February 3, 2025

AGENDA ITEM: Resolution #2-3-2025D

ACTION: Motion

SYNOPSIS: The final easement request for the Kwik Star development is between the City and PAA-320, LLC (Plaza Auto). The easement ensures Plaza Auto access during the Rachel Street construction process.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #2-3-2025D

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/31/2025

RESOLUTION NO. 2-3-2025D

**RESOLUTION APPROVING A TEMPORARY EASEMENT AGREEMENT FOR THE
CITY OF MOUNT VERNON, IOWA**

WHEREAS, the PAA-320, LLC is requesting a temporary easement from the City of Mount Vernon on property designated as Parcel B on Plat of Survey #2898 in the City of Mount Vernon, Linn County, Iowa;

WHEREAS, Parcel B is to be dedicated for public use and right of way to the City of Mount Vernon by Kwik Trip, Inc., effective with the purchase of Parcel #17161-02008-00000;

WHEREAS, PAA-320, LLC and Kwik Trip, Inc. have agreed to allow removal by PAA-320 of certain items from Parcel #17161-02008-00000, following the sale date of February 17, 2025;

WHEREAS, it will be necessary for PAA-320 to access the property utilizing the public right of way designated as Parcel B on Plat #2898;

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the temporary construction easement between the City of Mount Vernon and the Mount Vernon Development Group LLC as described and shown in Exhibit "A" attached hereto and made a part thereof by reference.

APPROVED and ADOPTED this 3rd day of February, 2025.

Thomas M. Wieseler, Mayor

ATTEST:

Marsha Dewell, City Clerk

WHEN RECORDED RETURN TO:

Kwik Trip, Inc.
Legal Department
P.O. Box 2107
La Crosse, WI 54602-2107

Preparer Information: Attorney Lara Czajkowski Higgins P.O. Box 2107, La Crosse, Wisconsin 54602-2107 (608) 793-6209

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (“Agreement”), dated _____, 202_ is entered into by and between the City of Mount Vernon, an Iowa municipal corporation (the “City”), Kwik Trip, Inc., a Wisconsin corporation (“Kwik Trip”) and PAA-320, LLC, an Iowa limited liability company (“Grantee”) for the purpose of ingress and egress. The following statements are a material part of this Agreement:

WHEREAS, the City is the owner of the real property legally described on Exhibit A, which is attached hereto and incorporated herein (“City Property”); and

WHEREAS, Kwik Trip is the owner of the real property legally described on Exhibit B, which is attached hereto and incorporated herein (“Kwik Trip Property”); and

WHEREAS, Grantee is the owner of the real property legally described on Exhibit C, which is attached hereto and incorporated herein (“Grantee’s Property”); and

WHEREAS, the City is willing to grant Grantee easement rights of ingress and egress and a construction easement over a portion of the City Property pursuant to the terms and conditions contained in this Agreement and legally described on Exhibit D, which is attached hereto and incorporated herein (“City’s Easement Property”); and

WHEREAS, Kwik Trip is willing to grant Grantee easement rights of ingress and egress and a construction easement over a portion of the Kwik Trip Property pursuant to the terms and conditions contained in this Agreement and legally described on Exhibit E, which is attached hereto and incorporated herein (“Kwik Trip’s Easement Property”).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements and covenants are made:

1. **GRANT OF EASEMENT.**

- a. City Access Easement. The City hereby grants and conveys to Grantee, for the benefit of Grantee and its tenant, agents, employees, guests, and invitees, an easement for vehicular and pedestrian ingress and egress to and from Grantee's Property over, upon and across the City's Easement Property ("City Access Easement").
- b. City Construction Easement. The City hereby grants and conveys to Grantee, for the benefit of Grantee and its agents, employees, guests, and invitees, a construction easement to allow Grantee to remove the fence, guard station and Grantee's personal property on the City's Easement Property at Grantee's sole cost and expense ("City Construction Easement").
- c. Kwik Trip Access Easement. Kwik Trip hereby grants and conveys to Grantee, for the benefit of Grantee and its tenant, agents, employees, guests, and invitees, an easement for vehicular and pedestrian ingress and egress to and from Grantee's Property over, upon and across the Kwik Trip's Easement Property ("Kwik Trip Access Easement").
- d. Kwik Trip Construction Easement. Kwik Trip hereby grants and conveys to Grantee, for the benefit of Grantee and its agents, employees, guests, and invitees, a construction easement to allow Grantee to remove the fence, guard station and Grantee's personal property on the Kwik Trip Property at Grantee's sole cost and expense ("Kwik Trip Construction Easement").

2. **CONSTRUCTION/MAINTENANCE/COSTS.**

- a. The City shall be responsible for all future and ongoing maintenance, repair and/or reconstruction of the City Property at the City's sole cost and expense.
- b. Except as set forth in Section 1(a), Kwik Trip shall be responsible for all future and ongoing maintenance, repair and/or reconstruction of the Kwik Trip Property at Kwik Trip's sole cost and expense.

3. **INDEMNITY.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other parties, their officers, directors, agents and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including but not limited to, liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or

arising out of the use of the City's Easement Property or Kwik Trip's Easement Property by the Indemnifying Party or its agents, employees, guests, invitees, contractors, or subcontractors.

4. **RUNNING OF BENEFITS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the owners of their respective properties for the Term of this Agreement.

5. **AMENDMENTS OR TERMINATION.** This Agreement may be modified, amended or terminated by a document executed by all parties to this Agreement, or their successors or assigns, as the case may be, and the consent of no other party shall be required. Any such document shall be duly recorded in the office of the Recorder of Linn County, Iowa.

6. **DEFAULT AND REMEDIES.** In the event of a default by the City, Kwik Trip or Grantee, the non-defaulting party may seek any and all legal and equitable remedies.

7. **NO WAIVER OF RIGHTS.** The failure by any party to insist upon the strict performance of, or to seek remedy of, any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law or in equity shall not constitute or be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such option shall continue and remain in full force and effect. All rights or remedies of the parties specified in this Agreement and all other rights or remedies that they may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy of the parties.

8. **NOTICES.** Notices given under this Agreement shall be in writing and shall be sent to each party at the address set forth below and shall be deemed given and effective when delivered in person to the other party or sent by nationally recognized overnight carrier (e.g., Federal Express); or three (3) business days after being deposited in the U.S. Mail, postage prepaid, sent by registered or certified mail to the other party's address for notices set forth below:

City of Mount Vernon
Attn: _____
213 1st Street NW
Mount Vernon, IA 52314

Kwik Trip, Inc.
Attn: Legal Department
1626 Oak Street
La Crosse, WI 54602-2107

PAA-320, LLC
Attn: _____
8 S. Michigan Avenue, Floor 32
Chicago, IL 60603-33204

9. **TIME IS OF THE ESSENCE.** All parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

10. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Iowa, without regard to the conflicts of law provisions and principles thereof. Any action to enforce this Agreement shall be venued in the state or federal court in the State of Iowa.

11. **COUNTERPARTS.** This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one and the same instrument.

12. **TERM.** This Agreement shall terminate upon the earlier of i) 90 days after Grantee receives notice from the City or Kwik Trip to remove the fence, guard station and Grantee's personal property from the City Property and the Kwik Trip Property; or ii) the disbursement of all escrowed funds by Tri-County Abstract and Title Guaranty (the "Escrow Agent") pursuant to that certain Escrow Agreement by and between Kwik Trip, Grantee, and Escrow Agent.

[Signature Pages Follow]

GRANTEE:

PAA-320, LLC

By: _____

Name: John Quinn

Its: Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State, hereby certifies that John Quinn, the Manager of PAA-320, LLC has signed the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he executed the same voluntarily for and as the act of said company.

Dated this ____ day of _____, 202_.

Notary Public, State of Illinois
My commission: _____

EXHIBIT A

CITY'S PROPERTY

Parcel B of the Plat of Survey No. 2898 recorded on _____ in Book _____, page _____, City of Mount Vernon, Linn County, Iowa being a part of Parcel A, Plat of Survey No. 2856 recorded in Book 11523, page 26583 and Parcel A, Plat of Survey No. 2857 recorded in Book 11523, page 26584 all being in part of the NE ¼ of Section 16, Township 82 North, Range 5 West.

EXHIBIT B

KWIK TRIP'S PROPERTY

Parcel A of the Plat of Survey No. 2898 recorded on _____ in Book _____, page _____, City of Mount Vernon, Linn County, Iowa being a part of Parcel A, Plat of Survey No. 2856 recorded in Book 11523, page 26583 and Parcel A, Plat of Survey No. 2857 recorded in Book 11523, page 26584 all being in part of the NE ¼ of Section 16, Township 82 North, Range 5 West.

EXHIBIT C

GRANTEE'S PROPERTY

Parcel B, PLAT OF SURVEY NO. 578 as recorded in Book 3680 Page 671 of the records of the Linn County, Iowa Recorder on May 12, 1998, being a part of the E ½ NE ¼ of Section 16-82-5 and a part of the NW NW ¼ of Section 15-82-5, Mt. Vernon, Linn County, Iowa except the public highway. EXCEPTING THEREFROM the lands described as Parcel A in the Plat of Survey No. 2856 and recorded on August 22, 2024 in Book 11523, page 26583.

EXHIBIT D

CITY'S EASEMENT PROPERTY

The North 80.19 feet of Parcel A, Plat of Survey No. 2856 recorded in Book 11523, page 26583.

EXHIBIT E

KWIK TRIP'S EASEMENT PROPERTY

Parcel A, Plat of Survey No. 2856 recorded in Book 11523, page 26583 EXCEPT the North 80.19 feet.

AGENDA ITEM # G – 5

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

DATE: February 3, 2025

AGENDA ITEM: Resolution #2-3-2025E - Approving Bid Packet and Setting a Hearing Date

ACTION: Motion

SYNOPSIS: The attached resolution set's a public hearing date to consider possible bids for the purchase of the old public works site. Bids will need to be submitted on the enclosed form, with a minimum bid established at \$295,000 (appraised value). Sealed bids will be due to City Hall by 4 p.m. on February 28, 2025.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #2-3-2025E & Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/31/2025

RESOLUTION NO. _____

RESOLUTION AUTHORIZING BID PROCESS AND SETTING A PUBLIC HEARING FOR
PROPOSED SALE OF 1040 2nd AVENUE NW

WHEREAS, the City of Mount Vernon, Iowa, is the owner of that real property (“Property”) situated in the City of Mount Vernon, County of Linn, and State of Iowa, identified as “Parcel B” on Plat of Survey #2879, attached hereto marked “Exhibit A” and incorporated herein, as described and delineated thereon, the same constituting a portion of Linn County Parcel No. 171012700600000, locally known as 1040 2nd Avenue NW; and

WHEREAS, access to and from the Property shall be over a Perpetual Access Easement (“Easement”) the extent of which is described and delineated on the easement plat attached hereto marked “Exhibit B” and incorporated herein; and

WHEREAS, the Property has housed the City’s Public Works Maintenance Shop; and

WHEREAS, the City’s Public Works Maintenance Shop is being relocated and the City has no further need for the Property; and

WHEREAS, the City Council, in compliance with relevant provisions of Iowa Code §364.7, desires to solicit public bids for the sale of the Property; and

WHEREAS, the City Council has reviewed the proposed Bid Packet for the Property, attached hereto as “Exhibit A” and incorporated herein by this reference; and

WHEREAS, no final determination on the City Council’s proposal to sell the Property shall be made until the City Council holds a duly noticed public hearing on the proposed sale of the property to the winning bidder in accordance with the provisions of Iowa Code §364.7.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mount Vernon, Iowa, as follows:

Section 1: The Bid Packet for the Property attached hereto is approved and adopted.

Section 2: Sealed bids for the Property shall be accepted until 4:00 P.M. on February 28, 2025, as more fully provided in the Bid Packet.

Section 3: The City Clerk is directed to post the Invitation to Bid included the Bid Packet at City Hall, and to publish the same in a legal newspaper, published at least once weekly, and having general circulation in said City at the earliest possible opportunity following the approval of this Resolution.

Section 4. The City Council shall hold a duly noticed public hearing as part of its regular meeting at 6:30 P.M. on March 3, 2025, at Mount Vernon City Hall, 213 First Street NW, Mount

Vernon, Iowa, for purposes of obtaining public input on the proposed sale of the Property to the winning bidder.

Section 5. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said public hearing, in a legal newspaper, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public hearing, pursuant to the requirements of Iowa Code Section 364.7.

Section 6. The notice of public hearing shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF MOUNT VERNON IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO SELL REAL PROPERTY LOCALLY KNOWN AS 1040 2ND AVENUE NW TO WINNING BIDDER

PUBLIC NOTICE is hereby given that the Council of the City of Mount Vernon, Iowa, will hold a public hearing on March 3, 2025, at 6:30 P.M. at Mount Vernon City Hall, 213 First Street NW, Mount Vernon, Iowa, at which meeting the Council proposes to take action on the proposal to sell real property locally known as 1040 2nd Avenue NW, Mount Vernon, Iowa, to the winning bidder, said real property being legally described as follows:

ALL 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 RETRACEMENT PLAT OF SURVEY AS RECORDED IN BOOK 7394 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 THE RETRACEMENT PLAT OF SURVEY AS RECORDED IN BOOK 7394 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 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AS SHOWN IN RETRACEMENT PLAT OF SURVEY AS RECORDED IN BOOK 7394 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 QUARTER OF SAID TRACT C, THENCE N88°14'40"E, 548.00 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY TO THE NORTHWEST CORNER OF PLAT OF SURVEY #559, ACCORDING TO THE PLAT THEREOF AS RECORDED IN BOOK 3265 ON PAGE 601 OF THE LINN COUNTY RECORDS; THENCE S01°45'20"E, 80.00 FEET ALONG THE EASTERLY LINE OF SAID TRACT A TO THE SOUTHEAST CORNER OF SAID TRACT A; THENCE S88°14'40"W, 353.98 FEET ALON THE SOUTHERLY LINE OF TRACT A, TRACT B AND TRACT C; THENCE N80°32'39"W, 197.75 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT C; THENCE N01°45'20"W, 41.55 FEET ALONG SAID WESTERLY LINE TOT EH POINT OF BEGINNING. CONTAINING 40,109 SQUARE FEET, MORE OR LESS.

At the above meeting the Council shall receive comments from any resident or property owner of said City with respect to the proposed sale of the property. After all comments have been received and considered, the Council will take additional action on the proposal or will abandon the proposal.

Dated this ___ day of _____ 2025.

/s/Marsha Dewell
Marsha Dewell, City of Mount Vernon, Iowa

(End of Notice)

PASSED AND APPROVED this 3rd day of February 2025.

Thomas M. Wieseler, Mayor

ATTEST:

Marsha Dewell, City Clerk

INVITATION TO BID

SALE OF REAL PROPERTY

LEGAL NOTICE

The City of Mount Vernon, Iowa, is the owner of that real property ("Property") situated in the City of Mount Vernon, County of Linn, and State of Iowa, identified as "Parcel B" on Plat of Survey #2879, attached hereto marked "Exhibit A" and incorporated herein, as described and delineated thereon, the same constituting a portion of Linn County Parcel No. 171012700600000, locally known as 1040 2nd Avenue NW.

Access to and from the Property shall be over a Perpetual Access Easement ("Easement") the extent of which is described and delineated on the easement plat attached hereto marked "Exhibit B" and incorporated herein.

The Property is zoned Limited Industrial and is being sold "as is." All inspections must take place prior to bidding. The Property is available for viewing at bidders' convenience.

The Property will be sold to the highest responsive and responsible bidder, as determined by the City Council in its sole discretion. The City reserves the right to reject any or all bids and to waive any irregularities or informalities. Bids may not be conditioned on financing. The City Council has established a **minimum bid of \$ \$295,000.00** for the Property.

Parties interested in bidding on the Property may submit a sealed bid to the City Clerk at City Mount Vernon City Hall, 213 First Street NW, Mount Vernon, Iowa, until **4:00 P.M. on February 28, 2025**. Instructions to Bidders and Bid Blanks may be obtained from the City Clerk.

INSTRUCTIONS TO BIDDERS

Description of Property: The Property to be sold (“Property”) is situated in the City of Mount Vernon, County of Linn, and State of Iowa, identified as “Parcel B” on Plat of Survey #2879, attached hereto marked “Exhibit A” and incorporated herein, as described and delineated thereon, the same constituting a portion of Linn County Parcel No. 171012700600000, locally known as 1040 2nd Avenue NW.

Access to and from the Property shall be over a Perpetual Access Easement (“Easement”) the extent of which is described and delineated on the easement plat attached hereto marked “Exhibit B” and incorporated herein.

The Property is zoned Limited Industrial and is being sold “as is.”

1. **Receipt of Bids:** Bids will be received by the City Clerk until **4:00 P.M. on February 28, 2025.** The City Council may consider non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the receipt of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation with respect to a submitted bid. Bids will be considered and a winning bidder (if any) determined following a public hearing on March 3, 2025, at 6:30 PM at Mount Vernon City Hall, 213 First Street NW, Mount Vernon, Iowa

2. **Contents of Bids:** Each bid must be submitted on a fully completed bid blank containing the full legal name of the person or entity bidding on the Property, with a telephone number, physical address, email address, and signature of an individual with requisite authority to legally bind the bidder; and be submitted in an opaque sealed envelope marked “BID FOR 1040 2ND AVENUE NW.” No faxed or emailed bids will be accepted. The bid shall include all additional documents required in these Instructions to Bidders. Failure to submit all required bid items may result in the bid being deemed non-responsive.

3. **Duration of Bids; Award of Bid:** Bids shall be considered firm offers to purchase the Property and will be held open for a period of sixty (60) calendar days from the above-referenced deadline for submission. If a Purchase Agreement prepared by the City is not executed by the winning bidder and submitted to the City within fifteen (15) business days of City Council awarding the bid, or if the transaction otherwise fails, the bid will be deemed null and void and the City Council will proceed to award the bid to the next highest responsive and responsible bidder, reject all bids, or re-let the Property in its discretion. The Purchase Agreement will require the winning bidder to pay all customary closing costs attributed to buyers, will provide for conveyance by Warranty Deed, and will provide for possession no sooner than ninety (90) days following execution of the same. No Purchase Agreement will be binding upon the City until executed by the Mayor following approval and authorization by the City Council following a duly noticed public hearing as prescribed by law.

4. **Condition of Property.** The Property is being sold “as is.” Each bidder may inspect the Property at the bidder’s convenience prior to bidding and shall judge for himself/herself all the circumstances affecting the Property, assuming all patent and latent conditions or defects in connection therewith. Each bidder will be presumed to have inspected the Property and examined title thereto.

5. **Bidder Questions/Addenda:** Upon the deadline for the submission of bids, each bidder will be presumed to have inspected the Property and to have received answers to all questions regarding the Property. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation with respect to a submitted bid. All questions prior to bid award shall be directed in writing to City Clerk by email to mdewell@cityofmtvernon-ia.gov.

Questions must be received at least five (5) days prior to the date fixed for the submission of bids. No response will be made to any bidder individually. Any and all responses and any supplemental instructions will be in the form of written addenda to this Invitation to Bid posted at City Hall three (3) days prior to the date fixed for submission of bids and may also be obtained from the City Clerk. Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under his/her bid as submitted.

6. **Signing Bid:** By signing its bid, bidder acknowledges reading these Instructions and agreeing to the same.

BID BLANK

I, _____, personally, or as authorized representative for and on behalf of the entity named below, submit this bid and hereby offer to purchase that real property ("Property") situated in the City of Mount Vernon, County of Linn, and State of Iowa, identified as "Parcel B" on Plat of Survey #2879, attached to the Invitation to Bid and Instructions to Bidders marked "Exhibit A" and incorporated therein, as described and delineated thereon, the same constituting a portion of Linn County Parcel No. 171012700600000, locally known as 1040 2nd Avenue NW.

which constitutes a firm offer in the following amount, subject to all terms and conditions of the City of Mount Vernon's Instructions to Bidders (as incorporated herein by this reference):

\$ _____
(Minimum Bid is \$295,000)

Anticipated use:

Anticipated improvements (if any):

This offer shall remain open without modification for a minimum period of sixty (60) days from the date of the deadline for bid submission.

Name/Title (if applicable)

Company (if applicable)

Signature

Date

Address

Telephone

City, State, Zip

Email

Submit bid to:
City Clerk
213 First Street NW,
Mount Vernon, Iowa 52314

AGENDA ITEM # G – 6

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

DATE: February 3, 2025

AGENDA ITEM: Resolution #2-3-2025F

ACTION: Motion

SYNOPSIS: This will be the final plat of survey necessary for Kwik Star to move forward with their development. Plat of Survey #2898 establishes and dedicates Parcel A to the city for construction of the Rachel Street improvements.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #2-3-2025F

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/31/2025

RESOLUTION NO. 02-03-2025F

RESOLUTION APPROVING PLAT OF SURVEY #2898

WHEREAS the Mt. Vernon Planning and Zoning Commission voted 5-0 on January 22, 2025, to approve Plat of Survey #2898 to the City of Mt. Vernon, Iowa, and,

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve Plat of Survey #2898, as described and shown in Exhibit "A" attached hereto and made a part thereof by reference.

APPROVED and ADOPTED this 3rd day of February, 2025.

Thomas M. Wieseler, Mayor

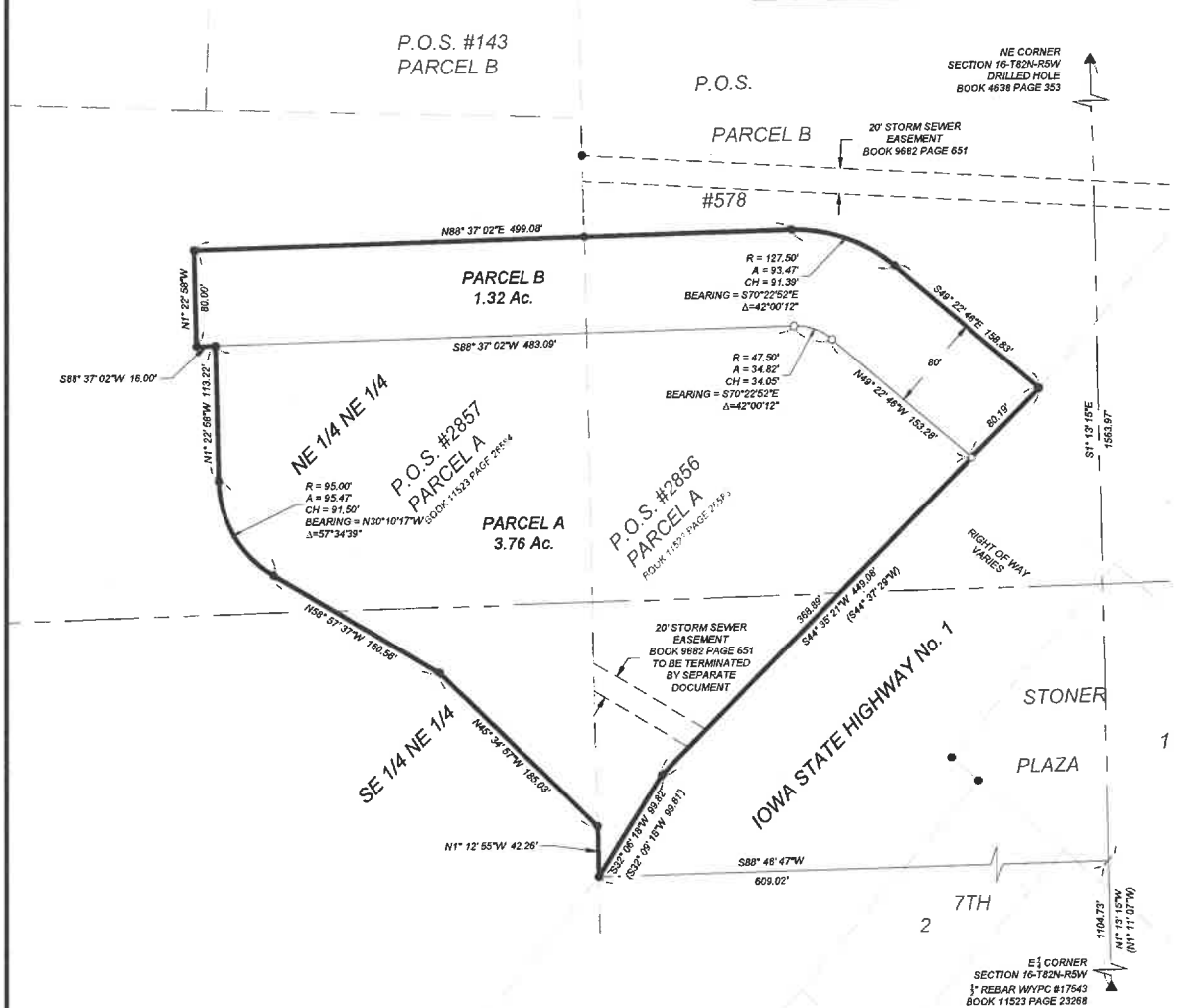
ATTEST:

Marsha Dewell, City Clerk

PLAT OF SURVEY No. 2898 PARCEL A

Index Legend
 Location Description Parcel B, Plat of Survey No. 2856 and Parcel A, Plat of Survey No. 2857
 Requestor: PAA-320, LLC and LRD Corp.
 Proprietor: PAA-320, LLC and LRD Corp.
 Surveyor: Kevin F. Bradshaw, LS
 Surveyor Company: Brain Engineering, Inc.
 Return to: SM Brain, 1540 Midland Ct NE Cedar Rapids, IA 52402 or mikeb@brain-eng.com (319) 294-9424

Recorder's Stamp:



LEGAL DESCRIPTION

PARCEL A, PLAT OF SURVEY No. 2856 IN THE NE 1/4 NE 1/4 AND SE 1/4 NE 1/4 OF SECTION 16-82-5 AS RECORDED IN BOOK 11523 PAGE 28583 AND PARCEL A, PLAT OF SURVEY No. 2857 IN THE NE 1/4 NE 1/4 AND SE 1/4 NE 1/4 OF SECTION 16-82-5 AS RECORDED IN BOOK 11523 PAGE 28584, BOTH IN THE OFFICE OF THE RECORDER, LINN COUNTY, IOWA

NOTES: ALL MEASUREMENTS IN FEET AND DECIMALS THEREOF.
 AREA OF THIS PLAT IN THE SE 1/4 NE 1/4 IS 0.90 Ac.

LICENSED LAND SURVEYOR
KEVIN F. BRADSHAW
 17543
 IOWA

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

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

0 50 100 200

N

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

DATE OF SURVEY: 6/8/24

Project No:
507124-10

PLAT OF SURVEY No. 2898

PARCEL A

BRAIN
 CIVIL - LAND DEVELOPMENT - SURVEYING - TRANSPORTATION
 ENGINEERING, INC.

Drawn: SMB	Book: DC
10/09/24	
Checked:	Scale: 1"=100'

PLANNING & ZONING COMMISSION
January 22, 2025
STAFF REPORT
Prepared by: Leigh Bradbury, City Planner

AGENDA ITEM: **Final Plat of Survey #2898**
Base Zoning: General Commercial (GC)
Overlay: US Hwy 30 Master Plan
Applicant / Owner: Kwik Trip, Inc.
Location Map: Attached

Background Information: Plats of Survey #2856 & 2857 were prepared to provide legal description on portions of two separately-owned but adjacent parcels. The applicant, Kwik Trip, Inc., is requesting consolidation of these into one parcel, as represented in the attached Plat of Survey #2898.

Analysis: City Council approved Plats #2856 & 2857 in August, 2024. City Engineer Dave Schechinger is working with current and proposed owners, to establish the location of permanent stormwater and public utility easements. Parcel B will be dedicated as public right-of-way (ROW) for westward extension of Rachel Street.

Both engineering and legal counsel will need to approve the easement and dedication notation prior to final approval of the Plat by City Council.

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

Staff Recommendation: Recommend approval of site plan, subject to review and approval by engineering and legal of the following items:

- Public utility and storm water easement location & elevations
- Dedication of Parcel B for Rachel Street ROW

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

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, FEBRUARY 3, 2025

WOODRUFF CONSTRUCTION INC	PAY APP #3-2024 POOL RENO	379,388.63
PAYROLL	CLAIMS	113,301.45
WATERS EDGE AQUATIC DESIGN LLC	RENOVATION PLANNING-POOL	22,800.00
ALLIANT ENERGY	ENERGY USAGE-SEW	7,710.97
ALLIANT ENERGY	ENERGY USAGE-LBC	5,730.42
MOTOROLA SOLUTIONS INC	VIDEO CLOUD STORAGE-PD	5,445.00
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	5,114.25
VEENSTRA & KIMM INC	RACHEL STREET PREL DESIGN	4,396.00
VEENSTRA & KIMM INC	2024 SANITARY SEWER REHAB	3,811.63
FELD FIRE	BUNKER GEAR-FD	2,997.00
COMMUNITY DEVELOPMENT GROUP	HOTEL/MOTEL TAX-ECON DEV	2,964.39
ALLIANT ENERGY	ENERGY USAGE-WAT	2,637.12
VEENSTRA & KIMM INC	RACHEL STREET PREL DESIGN	2,256.00
VEENSTRA & KIMM INC	NPDES COMPLIANCE	1,870.00
MARTIN EQUIPMENT	EQUIP MAINT-RUT	1,780.90
ALLIANT ENERGY	ENERGY USAGE-PD	1,717.66
VEENSTRA & KIMM INC	GLENN STREET EXTENSION	1,669.43
LINN CO-OP OIL CO	FUEL-PW	1,442.30
DAMON J SCHARES	DOOR/OPENER-PW FACILITIES	1,430.00
AHLERS & COONEY P.C.	LEGAL FEES-KWIK STAR DEV AGRMT	1,326.00
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	1,235.30
VEENSTRA & KIMM INC	KWIK STAR SITE PLAN	1,220.00
VEENSTRA & KIMM INC	STONEBROOK 9&10 PREL PLAT	1,185.00
RHINO INDUSTRIES INC	CHEMICALS-SEW	1,107.00
MENARDS	BLDG SUPPLIES-PW FACILITIES	933.55
VEENSTRA & KIMM INC	INTELLISTREETS LIGHTING IMPROV	780.50
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	744.19
BARNYARD SCREEN PRINTER LLC	T-SHIRTS-P&REC	670.00
STAPLES INC	SUPPLIES-ALL DEPTS	666.45
MOUNT VERNON PHARMACY	VACCINES-ALL DEPTS	647.84
VEENSTRA & KIMM INC	GLENN STREET EXTENSION	474.00
MECHANICSVILLE TELEPHONE COMP	PHONE/INTERNET-LBC	447.07
MEDIACOM	PHONE/INTERNET-CITY HALL	425.68
BRADY LANHAM	SERVICES-PD	388.42
UNDER HILL TRUCK & AUTO REPAIR	VEHICLE MAINT-FD	379.58
MECHANICSVILLE TELEPHONE COMP	PHONE/INTERNET-PD	378.62
MEDIACOM	PHONE/INTERNET-PW	322.76
CHRIS LYON	PR/MARKETING-LBC	319.00
MEDIACOM	PHONE/INTERNET-FD	294.19
CITY LAUNDERING CO	SERVICES-LBC	289.09
DSG	SUPPLIES-WAT	286.06
ALLIANT ENERGY	ENERGY USAGE-P&REC	241.63
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	212.00
HOTSY CLEANING SYSTEMS INC	SUPPLIES-RUT	210.00
BAUMAN AND COMPANY	UNIFORMS-ALL DEPTS	209.45
KONICA MINOLTA	MAINT PLAN/COPIES-PD	207.31
DOORS INC	DOOR MAINT-PD	195.00
IIMC	ANNUAL MEMBERSHIP-ALL DEPTS	195.00
SHERWIN WILLIAMS CO.	PAINT-PD	165.80
AHLERS & COONEY P.C.	LEGAL FEES-P&A	164.00
MENARDS	STORM DOOR-PW	157.29
CHRIS NOSBISCH	MILEAGE-ALL DEPTS	135.10
AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	125.98
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT,SEW,SW	111.14
MECHANICSVILLE TELEPHONE COMP	PHONE/INTERNET-POOL	108.77
BREEDLOVE SPORTING GOODS	BASKETBALL NETS-LBC	96.00
ALLIANT ENERGY	ENERGY USAGE-RUT,WAT,SEW,SW	94.94

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, FEBRUARY 3, 2025

CITY LAUNDERING CO	SERVICES-CITY HALL	91.74
MOUNT VERNON BANK & TRUST CO	ACH RETURN-WAT,SEW,SW	85.85
VESTIS	RUGS,SERVICES-FD	84.81
TERMINIX PRESTO-X	PEST CONTROL-FD	73.81
TERMINIX PRESTO-X	PEST CONTROL-PD	68.20
TERMINIX PRESTO-X	PEST CONTROL-CITY HALL	63.80
VEENSTRA & KIMM INC	2024 SANITARY SEWER REHAB	60.50
TERMINIX PRESTO-X	PEST CONTROL-VC	58.85
KOLTER FLOCKHART	REFEREE-P&REC	45.00
VEENSTRA & KIMM INC	LBC GENERATOR	44.50
BETH HLAS	INSTRUCTOR-LBC	40.00
MENARDS	SUPPLIES-RUT	39.48
ALLIANT ENERGY	ENERGY USAGE-SW	33.52
IOWA ONE CALL	LOCATES-WAT,SEW	30.60
ALLIANT ENERGY	ENERGY USAGE-SIRENS	25.60
LINN CO FIRE CHIEFS ASSOC	DUES-FD	25.00
ALLIANT ENERGY	ENERGY USAGE-CEM	24.95
HAWKINS INC	CHEMICALS-WAT	20.00
HETHER STAUFFACHER	INSTRUCTOR-LBC	20.00
GAZETTE COMMUNICATIONS	ADS/PUBLICATIONS-P&A	18.70
TOTAL		586,567.77

FUND EXPENSE TOTALS		402,188.63
POOL RENOVATIONS		113,301.45
PAYROLL		19,513.91
GENERAL FUND		9,912.59
SEWER FUND		9,198.00
RACHEL STREET/KWIK STAR		8,575.71
LBC		7,806.18
ROAD USE TAX FUND		5,910.25
WATER FUND		3,872.13
ARPA LINN COUNTY GRANT		2,363.55
PW FACILITIES		2,143.43
GLENN ST/CHI/COTTONWOOD		970.44
SOLID WASTE		780.50
LOST III UR & STREETScape		31.00
STORM WATER FUND		586,567.77
TOTAL		586,567.77

AGENDA ITEM # J – 2

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

DATE:	February 3, 2025
AGENDA ITEM:	Site Plan Approval – Kwik Star (Kwik Trip, Inc)
ACTION:	Motion

SYNOPSIS: Please see the staff report prepared by City Planner Bradbury outlining the recommended terms and conditions of the Planning and Zoning Commission site plan approval.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/31/2025

PLANNING & ZONING COMMISSION
January 22, 2025
Staff Report

Prepared by: Leigh Bradbury, City Planner

AGENDA ITEM #7: Site Plan Review – Kwik Star

Address: Rachel Street SW extension (address pending for POS #2898)

Zoning: General Commercial

Applicant: Kwik Trip, Inc.

Size: 5.09 acres

Location: South of Business 30 & West of Hwy 1

Background Information

Kwik Trip Inc. requests review of the attached plan for the intended use as Highway-Oriented Commercial at the intersection of US Highway 30 and Highway 1 South. Iowa's Department of Transportation has approved access off Highway 1 at Rachel Street. Public utilities would be extended from the north (sanitary sewer) and east (water). The location of overland storm water is currently being negotiated between LRD Corporation, Kwik Trip and the City of Mount Vernon, as illustrated on Plat of Survey #2898.

Proposed extension of sanitary sewer from Business 30:



Water service east of Highway 1:



Staff Analysis – Zoning Regulations

This location is subject to base zoning regulations for General Commercial and the US Hwy 30 Master Plan overlay. Staff has completed their review and offer the following comments:

Illumination levels exceed base regulations for Outdoor Lighting. A review of surrounding cities (Cedar Rapids and Iowa City) has been completed which indicates that Mount Vernon's regulations are on par with these municipalities. Staff communicated the following concerns on January 6, 2025:

- a. A reduction in light levels is required between the hours of 10:00 p.m. and 6:00 a.m. of sixty percent (60%). (Sec.1103)
- b. Fixtures on the fuel canopy and front entry (channel strip light) are in excess of 1800 lumens and are therefore required to be full cutoff. (1105)
- c. Fuel canopy illumination level is to be a maximum of 22 fc. Both canopies range outside of this. (1109)
- d. Forward-projecting / cast lighting is prohibited. (1109).
- e. Pedestrian and parking areas are limited in maximum foot candles to 4-5 foot candles, and entry areas to 10 fc. Uniformity (comparison of minimum to maximum) is to be 6:1 or lower. (1107)
- f. Color temps for parking / pedestrian areas are to be 3500-4500, the pole and canopy lighting are at 5000K. (1107)

Sidewalk installation is noted on the plan set as "Future Sidewalk". Sidewalk installation is recommended upon completion due to the controlled crossing at Hwy 1 to Rachel Street SE and continuing along Mercy Family Medical to Virgil Avenue SE.

Outdoor merchandising has been requested for the fuel island area. This is permitted within the US Hwy 30 Master Plan overlay, subject to site plan review and approval. Staff will work with the applicant to establish a plan prior to opening.

The lower 2/3 of fuel canopy columns are to be wrapped in a material matching the primary structure (brick in this case).

Engineering Review & Comments

Dave Schechinger of Veenstra & Kimm, Inc. has reviewed the December 23, 2024 site plan, drainage report and construction drawings and provided the following comments:

- Storm Sewer main: A written agreement will be required between affected parties, identifying the location of storm sewer pipe and discharge. This agreement is subject to review and approval by engineering / legal.
- Storm sewer line sizing is recommended for further review
- Sanitary sewer and water mains are to be constructed to SUDAS and City of Mount Vernon Supplemental Specifications
- A spill prevention and countermeasure plan should be in place prior to opening.
- Erosion Control Plan should include evaluation of pond area for sedimentation (and possible removal thereof) following construction and site stabilization.
- Review of site articulation is recommended on the west entrance and south end of diesel canopy / pond area.
- Signage: No Parking Signs are recommended adjacent to the diesel fuel canopy to prevent overnight parking.

Staff Recommendation

Staff recommends approval of the site plan with the following conditions:

- Reduction of illumination levels in accordance with base regulations, with consideration given to hours of operation and potential affect on surrounding properties.
- Installation of sidewalk along Rachel Street as part of this project. Sidewalk along Hwy 1 is recommended for future construction.
- Outdoor merchandising to be permitted separately upon opening.
- Addition of brick column wrap on fuel island canopies in line with US Hwy 30 Master Plan.
- Completion of a storm sewer agreement by all affected parties.

- Evaluation and remediation, if necessary, of pond sedimentation following final site stabilization.

Action Required

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



Store Engineering

PHONE 608-793-5555

FAX 608-781-8960

1626 Oak St., P.O. Box 2107
La Crosse, WI 54602

www.kwiktrip.com

December 23, 2024

City of Mount Vernon
Chris Nosbisch - City Administrator
213 First Street NW
Mount Vernon, IA 52314

RE: Kwik Star #1755 Mount Vernon

Dear Mr. Nosbisch:

This letter is intended to accompany the submittal for our application to the City of Mount Vernon for the requested Site Development Plan Review. Please accept this letter as our request to be placed on the next available Planning & Zoning Commission Meeting Agenda as well as the City Council Meeting Agenda.

Kwik Trip, Inc. is proposing the construction of a convenience store with an integral single bay carwash, 10 dispenser fueling canopy and a 2-lane diesel canopy. Included in the submittal is the Cover Letter, Civil plans, Stormwater Calculations, Building/ Canopy Elevations, and the Sign plan.

Operations

The requested hours of operation will be 24 hours for all uses. The type of products that will be sold will be similar to that of our existing stores throughout the mid-west: fresh produce, bakery and dairy, hot and cold food and beverages, fresh meat and groceries, tobacco products, lotto, convenience store merchandise, alcohol, gasoline, diesel, E-85, ice and propane. The outside merchandising of products is being requested next to the store (two ice chests and one propane cage) and underneath the proposed main canopy. To ensure that the freshest products are sold in our stores, we request that daily deliveries be allowed.

OUR MISSION

To serve our customers and community more effectively than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated, and to make a difference in someone's life.

Buildings, Architecture and Site Design

The architectural elements in this state-of-the-art building consist of a full brick cladding, standing seam metal roof, store front aluminum openings and stucco accents. Extensive landscaping, modern storm water facilities, monument and wall signage, customer and employee parking, concrete paving with curb and gutter are also included in the overall site design.

Investment in the City

This project will be a multi-million dollar investment in the City of Mount Vernon. Not only in the physical improvements and development of a vacant parcel, but also an investment of approximately 25 to 30 new permanent jobs in the City. The projected payroll here is estimated to be approximately \$500,000 annually.

Community Partner

We pride ourselves in being an asset in the communities where we are located. Families can walk or ride their bikes to our stores. Retirees on fixed income can access fresh groceries like milk, eggs, bread and fruit just steps from their car. We take pride in giving back to the communities we serve with charitable donations and by partnering with local non-profits. Kwik Trip would be happy to provide any additional information or answer any questions or concerns the City of Mount Vernon may have with our submittal. Please feel free to call or email with any questions you may have.

Sincerely,

Trent Kastenschmidt
Project Manager
Store Engineering
TKastenschmidt@kwiktrip.com
(608) 793-6456





FRONT LEFT VIEW



FRONT RIGHT VIEW



REAR RIGHT VIEW



REAR LEFT VIEW



FRONT ELEVATION

**Kwik
TRIP**

**Kwik
STAR**

Kwik Trip, Inc.
P.O. Box 2102
150 Oak Street
Lawrenceville, GA 30046-2102
Tel: (770) 962-8800
Fax: (770) 962-8802

EXTERIOR ELEVATIONS
LEFT HAND GEN 3 with 1 BAY CARWASH



KWIK TRIP, Inc.
P.O. BOX 2107
1504 OAK STREET
LA CROSSE, WI 54602-2107
PH. (800) 721-9908
FAX (608) 721-6900

10 MPD

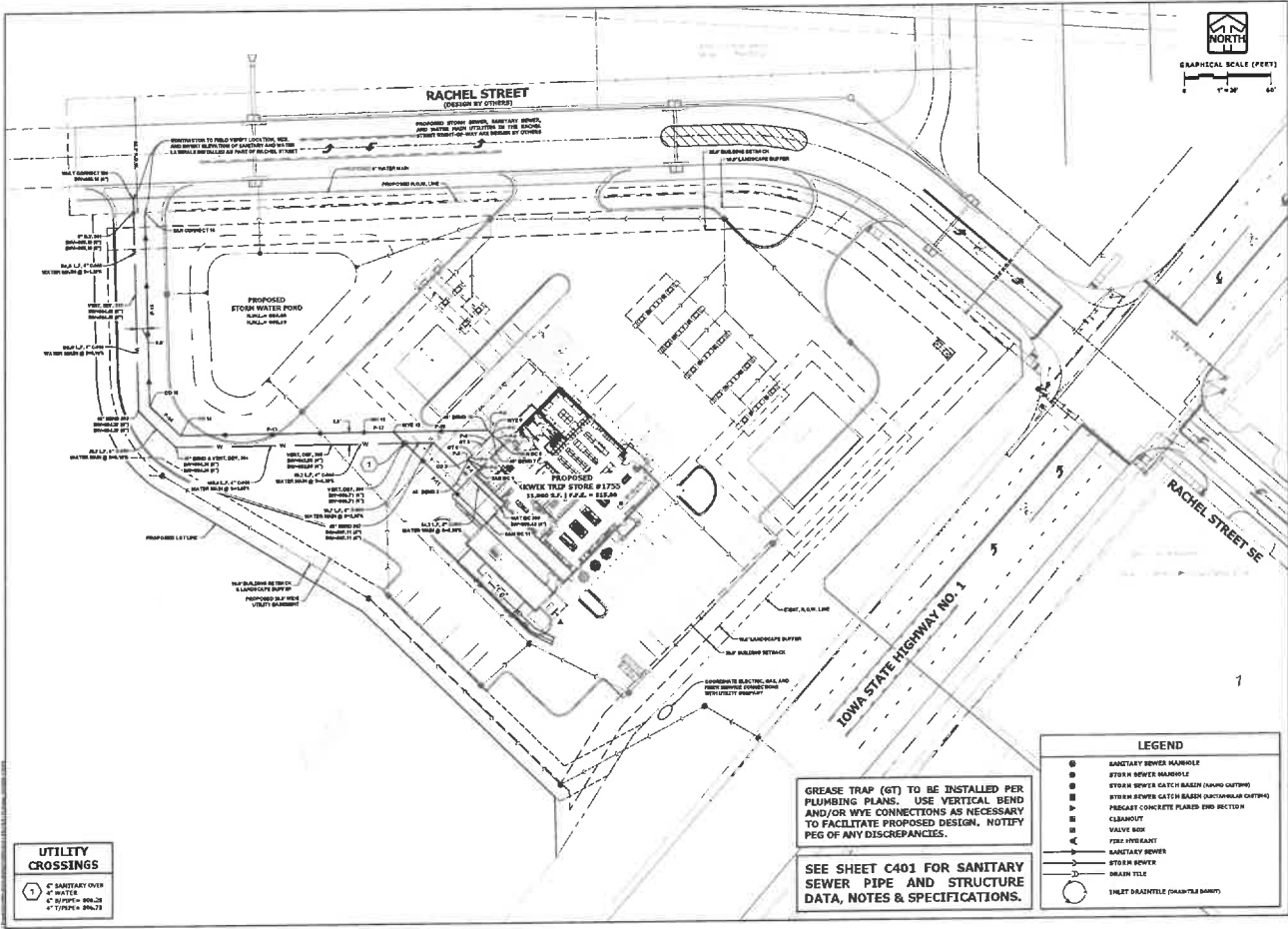


**KWIK
TRIP**

**KWIK
STAR**

KWIK TRIP, Inc.
P.O. BOX 2107
9505 DAN STREET
LA CROSSE, WI 54602-2107
PH: (608) 781-8000
FAX: (608) 781-0800

DIESEL



KWIK TRIP, Inc.
 P.O. BOX 2107
 1626 OAK STREET
 LA CROSSE, WI 54601-2107
 PH. (608) 781-8888
 FAX (608) 781-8900

PREPARED BY ENGINEERING GROUP
 1010 UNIVERSITY AVENUE
 100 WATER TOWER ROAD
 BROOKFIELD, WI 53005
 (608) 794-8888
 FAX (608) 794-8888

UTILITY PLAN

KWIK STRIP STORE #1755

ST HWY 1
 MOUNT VERNON, LINN COUNTY

DATE	DESCRIPTION

DESIGNED BY: **SM**
 SCALE: **N.T.S.**
 PROJ. NO.: **888182A**
 DATE: **12/22/04**
 SHEET: **C400**

UTILITY CROSSINGS

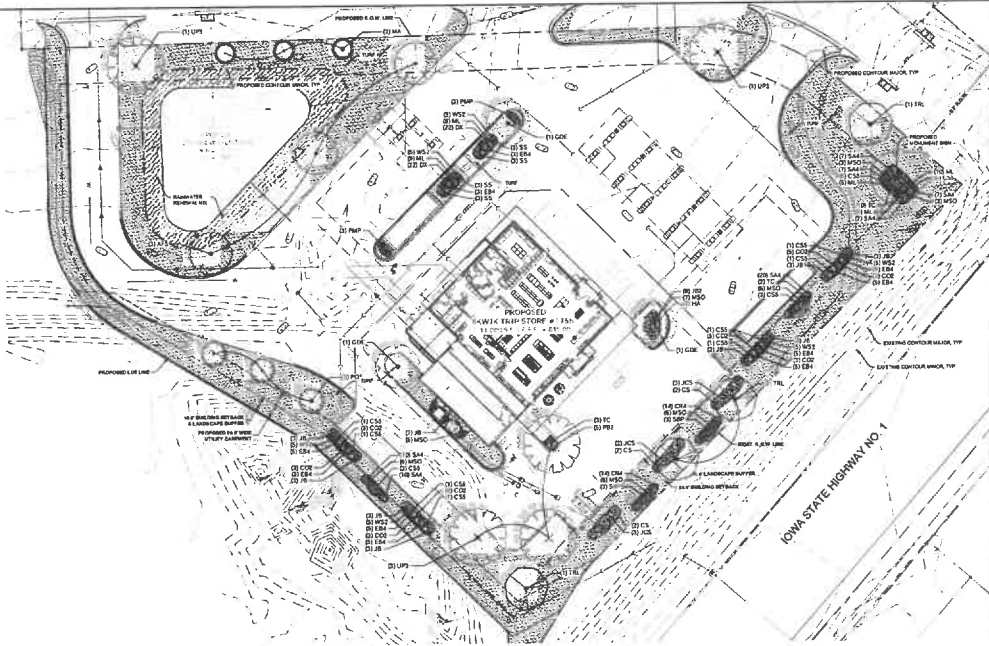
1. SANITARY OVER
 2. WATER
 3. POWER
 4. TELEPHONE

GREASE TRAP (GT) TO BE INSTALLED PER PLUMBING PLANS. USE VERTICAL BEND AND/OR WYE CONNECTIONS AS NECESSARY TO FACILITATE PROPOSED DESIGN. NOTIFY PEG OF ANY DISCREPANCIES.

SEE SHEET C401 FOR SANITARY SEWER PIPE AND STRUCTURE DATA, NOTES & SPECIFICATIONS.

LEGEND

- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN (CIRCULAR CHUTE)
- STORM SEWER CATCH BASIN (RECTANGULAR CHUTE)
- PRECAST CONCRETE PLASTER END SECTION CLEANOUT
- VALVE BOX
- FRESH FRESHANT
- SANITARY SEWER
- STORM SEWER
- DRAIN TILE
- STREET DRAIN TILE (DRAIN TILE BARRI)



Kwik TRIP STORES
Kwik STAR STORES

KWIK TRIP, Inc.
 P.O. BOX 5107
 1824 OAK STREET
 LA CROSSE, WI 54602-2107
 PH: (608) 781-8988
 FAX: (608) 781-8980

FOR THE PROJECT: (PH: 608) 781-8988
 PROJECT NO.: 1755
 DATE: 11/11/04
 DRAWN BY: JAC
 CHECKED BY: JAC

LANDSCAPE PLAN
 KWIK STRIP STORE # 1755
 ST HWY 1
 MOUNT VERNON, LINN COUNTY

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
025	3	Alnus incana	Common Alder	7' Cal	10' x 1.5' W
026	3	Quercus alba	White Oak	7' Cal	10' x 1.5' W
027	4	Theophrasta	Common Nettle	7' Cal	10' x 1.5' W
028	3	Ulmus americana	American Elm	7' Cal	10' x 1.5' W
EVERGREEN TREES					
029	3	Thuja occidentalis	Green Cedar	1' H	10' x 1.5' W
ORNAMENTAL TREES					
030	3	Malus domestica	Domestic Apple	1' H	10' x 1.5' W
SHRUBS					
031	25	Cornus rugosa	Rough Dogwood	10' H	4' x 2' W
032	3	Cornus amomum	Spicebush	10' H	1' x 2' W
033	3	Hydrangea paniculata	Panicle Hydrangea	10' H	1' x 2' W
034	3	Wrightia religiosa	Flamingo Tree	10' H	1' x 2' W
EVERGREEN SHRUBS					
035	1	Juniperus horizontalis	Creeping Juniper	10' H	1' x 2' W
036	3	Juniperus horizontalis	Creeping Juniper	10' H	1' x 2' W
037	3	Juniperus horizontalis	Creeping Juniper	10' H	1' x 2' W
038	3	Juniperus horizontalis	Creeping Juniper	10' H	1' x 2' W
039	3	Juniperus horizontalis	Creeping Juniper	10' H	1' x 2' W
040	3	Juniperus horizontalis	Creeping Juniper	10' H	1' x 2' W

ORNAMENTAL GRASSES

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
041	30	Calamagrostis canadensis	Canada Bluegrass	1' H	2' x 2' W	
042	40	Hordeum jubatum	Jointed Brome	1' H	2' x 2' W	
043	30	Andropogon scoparius	Common Broomrape	1' H	2' x 2' W	
044	30	Schizanthus luteus	Yellow Butterfly	1' H	2' x 2' W	

PERENNIALS

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
045	30	Campanula medium	Common Bellflower	1' H	1' x 1' W	
046	30	Chamaenerion angustifolium	Red Top	1' H	1' x 1' W	
047	30	Echinacea purpurea	Purple Coneflower	1' H	1' x 1' W	
048	30	Salvia nemorosa	Wood Sage	1' H	1' x 1' W	

SYMBOL QTY BOTANICAL NAME COMMON NAME

GROUND COVERS

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME
1.25 sq ft		NATIVE SEEDING	AGREED, BANNER REVEAL MAT

TURF

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME
48.410 sq ft		Turf Hybridized	Drought Tolerant Fescue Blend

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY
1.25 sq ft	LANDSCAPE EDGING	30.4 sq ft



LANDSCAPE PLAN

KWIK STRIP STORE # 1755
 ST HWY 1
 MOUNT VERNON, LINN COUNTY

DATE: 11/11/04
 DRAWN BY: JAC
 CHECKED BY: JAC

SCALE: 1" = 10'



La Crosse Sign Group
 lacrossesign.com
 1450 Oak Forest Drive Onalaska, WI 54650 608-781-1450
 2242 Moskey Way Madison, WI 53718 608-222-5353
 2507 Melby Street Eau Claire, WI 54703 715-835-6189

This site and its copyright La Crosse Sign Group and may not be reproduced or used without our written consent. It is the property of La Crosse Sign Group and cannot be reproduced without our request.

Client
 Kwik Star
Project
 A - Pylon

Consultant Design Art
 Kelly Voegelé Danielle Hadley

Pylon Sign Specifications
MAIN ID
 -Fabricated Aluminum w/ Translucent Faces & White LEDs
PRICER / CARWASH
 -Fabricated Aluminum w/ Opaque Faces & Illuminated Copy & 16" Pricers
 EMC
 -Daktronics 135 x 270 x 8mm RGB
Area
 - Main ID 44.67 sqft
 - Pricer Cabinet 54.67 sqft
 - EMC 30.57 sqft
 - Total 129.91 sqft

- Color Key**
- 1 ■ Black S/G
 - 2 ■ Cardinal Red
 - 3 □ #7328 White Acrylic
 - 4 □ White of Lexan
 - 5 ■ Black (3630-22)
 - 6 ■ Yellow (3630-015)

Job Number
 125767

Creation Date
 8/5/2024

Revision Date **Revision Number**

File Path
 1 - kwik Trip KWIK TRIP STORES VENDOR
 701065 LA-CROSSE\125767-Pylon Artwork
 Concepts_Design KS\1305F-Kwik Star 25F1 1305F

Approved by: _____ Date: _____ Landlord: _____ Date: _____

* Colors on sketch are only a representation, actual color of finished product may differ from this sketch.
 * To make the best use of standard sized materials and control costs the size of the finished product may vary slightly.

AGENDA ITEM # J – 3

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

DATE: February 3, 2025

AGENDA ITEM: Professional Services Agreement – Dixon Engineering

ACTION: Motion

SYNOPSIS: The water tower is in need of exterior cleaning (will need to be painted within the next five years). Dixon Engineering will prepare the cleaning specifications and oversee the completion of the work for a fee of \$5,525.

BUDGET ITEM: LOST

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/31/2025



4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

**AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between **City of Mount Vernon, Iowa** (“Owner”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner”) and (“DIXON”) have executed this Agreement. The Owner’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Technical Specifications, Contract and Bidding Documents, and Exterior Coating Observations for the 500,000 Gallon Spheroid (Center)** (“Project”).

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$5,525**.

Proposals / Agreement Signatures

Tim Wilson, Project Manager January 17, 2025
PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

CONTRACT APPROVED BY OWNER	POSITION	DATE
Co SIGNATURE (if required)	POSITION	DATE
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Alex Volkov
Address for Owner’s receipt of notices:
City of Mount Vernon
213 First ST NW
Mount Vernon, IA 52314
Email: avolkov@cityofmtvernon-ia.gov

Designated Person: Tim Wilson
Address for DIXON’s receipt of notices:
Dixon Engineering, Inc.
4811 S. 76th St., Suite 109
Greenfield, WI 53220
Email: timshort@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Standard Form Agreement Between Owner and Engineer for Professional Services an EJCDC document modified by DIXON.
After modification, per license, this Agreement is not an EJCDC Document.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Antenna Services: EXHIBIT B
 - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services that can be completed by the Owner. In most antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned to Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
 - 2. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
 - 3. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 4. EXHIBIT C, Attachments C-1, and C-2.
 - 5. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 6. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 7. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:

1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
 2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from EJCDC merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

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

9.02 Severability:

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

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR), If Antenna services are included those services are detailed in Exhibit B.

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase. Exhibit B Antennas, when used, will follow the same format.

PART 1

A1.02 Design Phase – Technical Specifications:

A. Basic Services:

1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Additions to General Conditions of Construction Contract relevant to coating projects.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
5. After receipt, the Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
7. Providing logo drawings or models for Owner.
8. Visit the Site as needed to finalize the Design Phase documents.
9. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
10. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to the Owner the revised Technical Specifications.
11. If antennas may interfere or add costs to the Project a review of Exhibit B, Antennas is required. These services are available from DIXON or can be completed by the Owner. In most antenna carrier contracts, the fees for engineering services are back chargeable to the antenna carrier. It is essential that the responsibility for completion of Exhibit B services be well defined between DIXON and Owner as project delays may result in additional construction costs.

B. Design Phase – RPR Services–None

C. Design Phase – Owner's Responsibility:

1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.

3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.03 Bidding and Contract Document Phase:

A. Basic Services:

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
 - a. Section 00 00 00 Notice to Bidders.
 - b. Section 00 24 00 Project Summary.
 - c. Section 00 21 13 Instructions to Bidders.
 - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
 - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
 - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
 - g. Section 00 53 00 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. The Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
10. Attend and document bid opening, create bid tabs, and notify bidders of results after authorization of Owner.
11. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
12. If Owner agrees, issue Notice of Award to recommended Bidder.
13. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to the Owner for full review by their Insurance Consultant.
14. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
15. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.

16. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.

B. Bidding and Contract Document Phase-RPR Services-None.

C. Bidding and Contract Documents Phase-Owner Responsibilities

1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
3. Attend and participate in the pre-bid conference if any. Provide a place for the bid opening and open the Bids received.
4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to the Owner by DIXON.

A1.04 Construction Phase:

A. Basic Services:

1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Point General:
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
 - b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
 - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).
 - d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point are itemized in EXHIBIT C, Attachment C-1.

4. Hold Point Exterior - Observe, Record, Report, and:
 - a. Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
 - b. LPWC for thoroughness and compliance with specifications.
- C. Construction Phase - Owner's Responsibilities:
 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
 - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
 - 1. DIXON may use a Lump Sum for the entire project.
- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.
 - 1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).

2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
 2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
 3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
 4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees, if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.
- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which

result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.

1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
 - d. Work is defective, requires correction or replacement including additional inspection costs.
2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
 1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if the RPR remains on Site, the RPR is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.

2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right to implement rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner monthly. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- E. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by the Owner.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

- A. Minimum Hourly and Weekly requirements.
 1. Daily RPR Services -8 hours per day plus travel time and mileage.
 2. Full-Time RPR Services:
 - a. Minimum workday - 8 hours.
 - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the Observer is also working more than 40 hours, if work being completed rises to the level of reporting.
 - c. Rain days or no workdays as determined by Owner or Contractor- minimum billable time is 4 hours, no site time required.
 - d. Delayed start days as determined by Contractor, (ex. Rain delayed start) – minimum billable time is actual delay time and time on site. Total billable time cannot be less than 4 hours.
 - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses. Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to the Base Office. On site time at a minimum is time to complete observation and to complete report.

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Five-Thousand, Five Hundred, and Twenty-Five Dollars, \$5,525** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.02-03 Technical Specifications & Contract Documents			\$2,275	Lump Sum
A1.04-RPR Services	2	\$1,625	\$3,250	Unit Price
Total			\$5,525	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between
Owner and DIXON

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$500.00	
Officer/Associate	\$210.00	
Project Manager	\$195.00-\$220.00	\$292.00-\$330.00
Engineer	\$220.00-\$260.00	\$330.00-\$390.00
CWI Welding RPR	\$215.00-\$240.00	\$322.00-\$360.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$148.00-\$198.00	\$222.00-\$297.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$134.00-\$174.00	\$201.00-\$261.00
DIXON Level 1 or AMPP General Level 1 RPR	\$124.00-\$154.00	\$186.00-\$231.00
Contract Support Staff	\$154.00-\$194.00	\$231.00-\$291.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$185.00 per diem	\$185.00 per diem
Meals	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2025 (Revised: 10/21/2024)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. The following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by

physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of the contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format.			
DOCX	Microsoft® Word. docx format.			
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.			

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR
EXHIBITS**

GP1.00 Time for Completion:

- A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.
- B. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.
- C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or verbally by DIXON.

GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual conflict of interest arises or is identified.
 1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.
- C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
 2. the safety precautions and programs incident thereto,
 3. or security or safety at the Project site, nor
 4. for any failure of a Constructor's furnishing and performing of its work.
 5. DIXON shall not be responsible for the acts or omissions of any Constructor or
 6. for Constructor's compliance with Laws and Regulations.
- G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.
- H. DIXON shall not be responsible for any decisions made regarding the construction Agreement requirements, or any application, interpretation, clarification, or modification of the construction Agreement documents other than those made by DIXON or its consultants.
- I. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.
- J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.
- K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and

proposals to others accurately describing its participation and participation of employees in the Project.

GP1.03 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid Documents.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
 - 2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
 - 3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to the Owner shall not create any rights in third parties.

GP1.04 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

GP1.05 Suspension and Termination:

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - 3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
 - 4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement may be terminated.
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON:
 - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
 - 3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Termination for Cause – Task Order:

1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
 - a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
 - b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
 - c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
 3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.
- D. **Effective Date of Termination:** If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- E. **Payments Upon Termination:**
1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
 2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.06 Controlling Law and Compliance with Laws and Regulations:

- A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.
- B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
 1. Changes after the Effective Date to Laws and Regulations.
 2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.
- C. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.07 Dispute Resolution:

- A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.08 Environmental Condition of Site:

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
 - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
 - 4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Disclosed C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
- | | |
|---|-------------|
| 1. Workers' Compensation: | Statutory |
| 2. Employer's Liability: | |
| a. Bodily injury, each accident | \$1,000,000 |
| b. Bodily injury by disease, each employee | \$1,000,000 |
| c. Bodily injury/disease, aggregate | \$1,000,000 |
| 3. General Liability: | |
| a. Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| b. General Aggregate | \$2,000,000 |
| 4. Excess or Umbrella Liability: | |
| a. Per Occurrence | \$5,000,000 |
| b. General Aggregate | \$5,000,000 |
| 5. Automobile Liability: | |
| a. Combined Single Limit (Bodily Injury and Property Damage): | \$1,000,000 |
| 6. Professional Liability: | |
| a. Each Claim Made | \$2,000,000 |
| b. Annual Aggregate | \$2,000,000 |
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON

shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:

1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, though, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, DIXON, and all other negligent entities and individuals.

AGENDA ITEM # J – 4

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

DATE:	February 3, 2025
AGENDA ITEM:	Fuel System Purchase
ACTION:	Motion

SYNOPSIS: Staff has been working with our current vendor, Cedar County Coop, to purchase and install new fuel tanks for the new public works site. These new tanks would be dual walled, negating the need for a spill basin. All departments would begin filling their vehicles at the new site, reducing the need for credit card purchases and saving monies on bulk fuel purchases.

BUDGET ITEM: Buyout Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Proposal

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/31/2025

AGENDA ITEM # J – 5

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

DATE:	February 3, 2025
AGENDA ITEM:	Repairs – Police Station Renovation
ACTION:	Motion

SYNOPSIS: Emergency repairs were completed to the large soffits at the police station. Cold air was coming into the building with such force that insulation was being relocated and leaving water lines exposed. This led to frozen water lines in need of emergency repairs.

BUDGET ITEM: PW Buyout Proceeds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application

PREPARED BY: Chris Nosbisch

DATE PREPARED: 1/31/2025



SEPTAGON CONSTRUCTION

MWR Number: _____

Customer PO #: _____

Salesman: Kevin Moser Date: 1/23/2025

3500 J Street SW . Cedar Rapids, Iowa 52404 . (319) 365-6948 . Fax (319) 395-9362 . www.septagon.com

Customer: City of Mount Vernon (Police Dept.)

Project: Soffit and insulation work+++++

Contact: Doug Shannon ++++++

Address: 213 First St. NW ++++++

Phone: 319-895-8742 ++++++

City/State: Mount Vernon, Iowa 52314+++++

Septagon proposes providing the following services for miscellaneous repairs at Mount Vernon Police Department facility in Mount Vernon, Iowa. The scope of work is based on the site inspection reviewing existing conditions. The items numbered below correspond to the work to be performed. We propose to work on a time and material basis.

Scope of Work:

1. Remove fully vented soffit panels and replace with non-vented soffit panels
2. Provide and install foam baffles in attic
3. Provide and install new blown in insulation in men's and women's locker room and corridor
4. Cut in and spray foam behind sink in men's locker room

Notes: HVAC, Plumbing, Sprinklers, and Electrical by others. Not included in this proposal.

Estimated T&M Amount:

\$ 7971.07

Acceptance

Customer: _____

Septagon Construction Co., Inc – Cedar Rapids

By: _____

By: Kevin Moser

Title: _____ Date _____

Title: Business Development Date _____

Terms and Conditions

1. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, and other items necessary to complete the Work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality.
2. The Contractor shall pay all royalties and license fees on products used in the Work.
3. The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the Work, and shall remedy any defects due to faulty materials or workmanship provided that the Contractor shall not be required to replace any such Work unless written claim has been received by the Contractor within 30 days after delivery to the Owner of the Work claimed to have been defective.
4. The Owner shall make payments as invoiced by the Contractor. Owner agrees to pay Contractor 1 ½% per month of the unpaid portion of the invoice price. This is an annual percentage rate of 18%. Owner shall be deemed to have made such election with respect to each invoice not paid within 60 days after invoice date. Contractor may cease work on the Project if payment is not received within 30 days of invoice date.
5. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those listed on the "punch list", or arising from unsettled liens or from faulty work appearing thereafter and of all claims by the Contractor except any previously made and still unsettled.
6. The Contractor shall permit and facilitate observation of the Work by the Owner and his agents and public authorities at all times.
7. The Owner may order changes in the Work, the Contract Sum being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost must be made in writing before executing the work involved.
8. The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and during operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by either of them. This insurance shall be written for not less than any limits of liability specified as part of this Contract. Certificates of such insurance shall be filed with the Owner and architect.
9. The Owner shall be responsible for and at his option may maintain such insurance as will protect him from his contingent liability to others for damages because of bodily injury, including death, which may arise from operations under this contract, and any other liability for damages which the Contractor is required to insure under any provision of this Contract.
10. The Owner shall purchase and maintain property insurance in a form acceptable to the Contractor upon the entire Project for the full cost of replacement as of the time of any loss. This insurance shall include as named insureds the Owner and the Contractor, and shall insure against loss from the perils of fire, Extended Coverage, and shall include All Risk insurance for physical loss or damage including without duplication of coverage at least theft, vandalism, malicious mischief, transit, collapse, flood, earthquake, testing and damage resulting from defective design, workmanship or material. The Owner will increase limits of coverage, if necessary, to reflect estimated replacement cost. The Owner will be responsible for any co-insurance penalties or deductibles. If the Project covers an addition to or is adjacent to an existing building, the Contractor shall be named as additional insureds under the Owner's Property Insurance covering such building and its contents.
11. The Owner and Contractor waive all rights against each other for damages caused by perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Contractor as trustees. The Owner and Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Owner waives subrogation against the Contractor on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owners of such policies will cause them to be so endorsed.
12. Contractor makes no other warranties express or implied, nor of fitness for any particular purpose and shall not be liable to Owner for any loss or damage due to delay or failure of delivery or installation resulting from fire, strikes, riots, civil commotion casualties, delays in transportation, beyond the Contractor's control, nor is the Contractor liable for consequential damage from any cause whatsoever. Contractor shall not be required to make any repairs under this Section until payment in full for entire Contract and Change Orders are received by the Contractor.
13. Due to the fluctuating prices and surcharges of steel and petroleum we cannot guarantee some prices within our proposal past our suppliers guaranteed time frame. We will do our best to hold the prices but may need to adjust if needed. We can supply quoted prices and invoices if needed to verify.
14. Owner agrees to allow Contractor to, at its own expense, make photographs of the Project and use them in Contractor's literature, advertising, annual statements, and for other such publications and uses.

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
February 3, 2025**

- Lori will be attending a virtual City Clerk school session the week of February 3, 2025.
- Lori and I will be attending the IGHCP Board meeting in Des Moines next Thursday, February 6, 2025, and Friday, February 7, 2025.
- I have been elected to the President Elect position of the IaCMA (Iowa City Managers Association) Board. This will extend my board appointment by 4-5 years.
- Staff will be meeting with representatives from JEO Consulting regarding the draft Uptown Streetscape Plan on Tuesday, February 4, 2025.
- Staff will be attending the City Development Board meeting on Wednesday, February 12, 2025. The Conlan/Louwagie annexation proposal will be discussed at this meeting.