

City of Mt. Vernon, Iowa

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| Meeting: | Mt. Vernon City Council Meeting |
| Place: | Mt. Vernon City Hall, 213 1st Street NW, Mt. Vernon, Iowa 52314 |
| Date/Time: | February 10, 2025 – 5:00 PM |
| Web Page: | www.cityofmtvernon-ia.gov |
| Posted: | February 7, 2025 |

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|-----------------------|----------------|----------------------------------|----------------|
| 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: 853 7894 1918
3. Password: 309214

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. Resolutions for Approval

1. Resolution #2-10-2025A: Accepting Preapproving Acceptance of the Warranty Deed for the Rachel Street Right of Way
2. Resolution #2-3-2025B: Approving Preapproving a Temporary Easement Agreement by and between Kwik Trip, Inc., PAA-320, LLC., and the City of Mount Vernon (**tabled 2-3-2025**)

D. Motions for Approval

1. Discussion and Consideration of Pay Application #5 – 2024 Pool Improvements – Council Action as Needed
2. Discussion and Consideration of Change Order #6 – 2024 Pool Improvements – Council Action as Needed

E. 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.

G. Resolutions for Approval

AGENDA ITEM # G – 1 & G – 2

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

DATE: February 10, 2025

AGENDA ITEM: Resolution #2-10-2025A and Resolution #2-3-2025B

ACTION: Motion

SYNOPSIS: The City of Mount Vernon, with approval of these resolutions, will be granting pre-approval of a warranty deed and temporary access agreement. The “pre-approval” is due to the timing of both actions. Kwik Star wants reassurance that both resolutions would be approved prior to releasing contingencies and closing on both properties (February 17, 2025). However, full approval cannot be granted by the City until the land sale is complete. A motion to remove Resolution #2-3-2025B from the table must be made before you can discuss it further.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #2-10-2025A, Resolution #2-3-2025B

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/7/2025

RESOLUTION NO. 02-10-2025A

RESOLUTION PREAPPROVING ACCEPTANCE OF WARRANTY DEED

WHEREAS Kwik Trip, Corp., intends to purchase real property designated by Plat of Survey #2898 on February 17, 2025,

WHEREAS it is the intention of Kwik Trip, Corp. to execute a warranty deed for conveyance of Lot B on Plat of Survey #2898 to the City of Mount Vernon, Iowa, for the purpose of providing public right of way known as Rachel Street SW,

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby pre-approve acceptance of warranty deed for the right of way to be designated as Rachel Street SW in Mount Vernon, Iowa, Linn County, Iowa; as described and shown in Exhibit "A" Plat of Survey #2898, attached hereto and made a part thereof by reference.

APPROVED and ADOPTED this 10th day of February, 2025.

Thomas M. Wieseler, Mayor

ATTEST:

Marsha Dewell, City Clerk

Return To & Taxpayer: City of Mount Vernon, Iowa, 213 1st St W, Mt Vernon, IA 52314
Preparer: Michael J Schuster, 318 South River Park Drive, PO Box 609, Guttenberg, IA 52052, Tel: 563-252-1733



**WARRANTY DEED
(CORPORATE GRANTOR)**

For the consideration of One Dollar(s) and other valuable consideration, Kwik Trip, Inc., a corporation organized and existing under the laws of Wisconsin, does hereby Convey to Mount Vernon, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Linn County, Iowa:

Parcel B, Plat of Survey No. 2898, Linn County, Iowa recorded on _____ in Book _____, page _____.

RESTRICTIVE COVENANT IMPOSED. The real estate described above shall be used by the City of Mount Vernon, Iowa to construct a public street to be known as "Rachel Street SE" and to install public utilities including, but not limited to, water, storm, and sanitary sewer infrastructure west of Iowa State Highway No. 1. This restrictive covenant shall be for the benefit of Parcel A, Plat of Survey No. 2898, Linn County, Iowa recorded on _____ in Book _____, page _____; and the City of Mount Vernon, Iowa.

This deed is exempt according to Iowa Code 428A.2(6).

The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: _____.

Kwik Trip, Inc.
A Wisconsin corporation, Grantor

By: _____

_____ (print name)

_____ (print title)

STATE OF WISCONSIN, COUNTY OF _____:

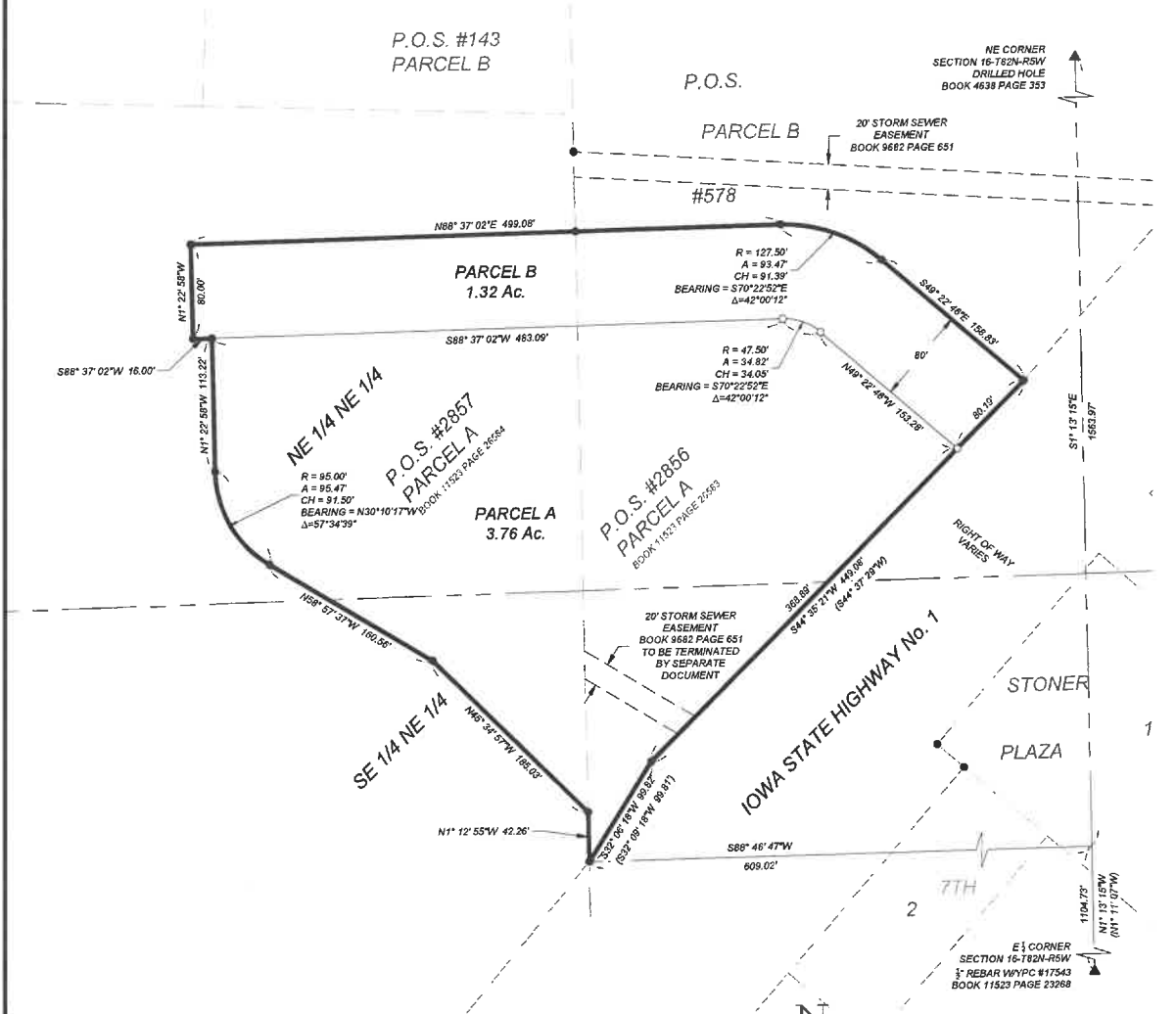
This record was acknowledged before me on _____, 2024, by _____
_____ (print name), as _____ (print
title), of Kwik Trip, Inc., a Wisconsin corporation.

Signature of Notary Public

PLAT OF SURVEY No. 2898 PARCEL A

Recorder's Stamp

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



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.

| | |
|--|--|
| | 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 |

N

0 50 100 200

- ▲ FOUND SECTION CORNER
- FOUND 1/2" REBAR WYPC #17543 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

Project No.: 507124-10

PLAT OF SURVEY No. 2898

PARCEL A



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

RESOLUTION NO. 02-3-2025B

RESOLUTION PREAPPROVING TEMPORARY ACCESS AGREEMENT

WHEREAS, PAA-320, Inc. is the current owner of real property designated by Plat of Survey #2856,

WHEREAS Plats of Survey #2856 and #2857 were approved by the Mount Vernon City Council on February 3, 2025, for combination as one parcel, as defined by Plat of Survey #2898,

WHEREAS, Kwik Trip, Inc. intends to purchase the properties defined by Plat of Survey #2898 on February 17, 2025,

WHEREAS, Kwik Trip Inc. intends to convey Parcel B on Plat of Survey #2898 to the City of Mount Vernon, Iowa for the purpose of providing public right of way,

WHEREAS, Kwik Trip Inc. has agreed to allow PAA-320 to remove personal property from Parcel #2898 following the date of sale on February 17, 2025,

WHEREAS, Kwik Trip Inc. has requested temporary access on behalf of PAA-320 across Parcel B of Plat of Survey #2898 for this purpose,

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby pre-approve a temporary access agreement between the City of Mount Vernon, Kwik Trip Inc. and PAA-320, as presented in Exhibit A for use of right of way and as illustrated in Exhibit B, Plat of Survey #2898, attached hereto and made a part thereof by reference.

APPROVED and ADOPTED this 10th 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.

J. Motions for Approval

AGENDA ITEM # J – 1 & J - 2

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

| | |
|---------------------|--|
| DATE: | February 10, 2025 |
| AGENDA ITEM: | Pay Application #5 and Change Order #6 |
| ACTION: | Motion |

SYNOPSIS: Staff have not received either of the documents to date but will pass them along as soon as they are in our possession. Change order #6 is for a sump pit to dewater the area around the deep end basin. Woodruff has been unable to seal this portion of the pool basin as ground water continues to permeate through the cracks. Pay application #5 will be for work conducted and/or materials received since pay application #4.

BUDGET ITEM: Bond

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Separate Correspondence

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/7/2025