### 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:

May 5, 2025 – 6:30 PM

Web Page:

www.cityofmtvernon-ia.gov

Posted:

May 2, 2025

Mayor: Mayor Pro-Tem: Councilperson: Councilperson:

Councilperson:

Councilperson:

Tom Wieseler Scott Rose Stephanie West Craig Engel Mark Andresen Paul Tuerler City Administrator: City Attorney:

Asst. City Administrator: Finance Dir/City Clerk: Chief of Police: Chris Nosbisch Holly Corkery Lori Boren Marsha Dewell Doug Shannon

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:

Telephone #:

1-312-626-6799

2. Meeting ID:

872 1421 8309

Password:

950577

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:

- Unscheduled
- 2. Cemetery Commission Update

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 April 21, 2025, Regular Council Meeting
- 2. Approval of Cigarette License Casey's General Store #1599
- 3. Appoint Brian Squires Planning and Zoning Commission

### E. Public Hearing

- Public Hearing on the Authorization of a Loan Agreement and the Issuance of Notes to Evidence the Obligation of the City Thereunder (\$500,000)
  - i. Close public hearing Proceed to G-1

- 2. Public Hearing on the Authorization of a Loan Agreement and the Issuance of Notes to Evidence the Obligation of the City Thereunder (\$2,250,000)
  - i. Close public hearing Proceed to G-2

### F. Ordinance Approval/Amendment

1. None

### G. Resolutions for Approval

- Resolution #5-5-2025A: Instituting Proceedings to Take Additional Action for the Issuance of Not to Exceed \$500,000 General Obligation Capital Loan Notes
- 2. Resolution #5-5-2025B: Instituting Proceedings to Take Additional Action for the Issuance of Not to Exceed \$2,250,000 General Obligation Capital Loan Notes
- 3. Resolution #5-5-2025C: Approving Electronic Bidding Procedures and Distribution of the Preliminary Official Statement
- 4. Resolution #5-5-2025D: 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

### 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 ECICOG Presentation of Downtown CDBG Façade Grant Proposal Council Action as Needed
- Discussion And Consideration Setting a Public Hearing Date for the Adoption of the Fiscal Year 2025-2026 Fiscal Year Budget – Council Action as Needed
- 4. Discussion and Consideration of Possible Archery Event Nature Park Council Action as Needed
- 5. Discussion and Consideration of Additional Lounge Chair Purchase 2024 Pool Renovations Council Action as Needed
- 6. Discussion and Consideration S&P Global Engagement Letter for the Proposed \$2,500,000 Borrowing Council Action as Needed
- 7. Discussion and Consideration of Water's Edge Invoice #11142 2024 Pool Improvements Council Action as Needed
- 8. Discussion and Consideration of Replacement Video Management Server LBC Council Action as Needed
- 9. Discussion and Consideration of Pay Application #1 LBC Generator Project Council Action as Needed
- Discussion and Consideration of Grinding and Removal Storm Debris and Other Materials for The Bryant Rd Public Works Site – Council Action as Needed
- 11. Discussion and Consideration of V&K Invoice #51361-10 Hwy 1 Reconstruction Council Action as Needed
- 12. Discussion and Consideration of V&K Invoice #51378-7 Hwy 1 Reconstruction Council Action as Needed

### K. Reports to be Received/Filed

LMVAS Annual Report

### L. Discussion Items (No Action)

1. None

### M. Reports of Mayor/Council/Administrator

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

### N. Adjournment

Pursuant to §21.4(2) of the Code of lowa, 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.

## C. Communications

May 5, 2025 City Council Meeting 6:30 p.m. Cemetery Commission

Appreciation to the city staff for their help in grounds cleanup and maintenance.

### Spring and Summer Plans:

- The 2021 assessment of 100 gravestones needing repair has been updated.
- Research by professional Tony Townsend on the 1812 military veterans' missing grave markers of Holman & Mitchell is completed. Forms are being submitted to the Veteran Affairs with approval expected in 2 months and erection of donated grave markers in May.
- Gravestone Restoration Specialist John Heider will present a 1-day cemetery
  preservation workshop in June in conjunction with 3 days of restoring broken
  stones. The city is funding Heider's expenses while the American Legion and Mt.
  Vernon Masonic Lodge are paying for the leveling, repairing and resetting of 13
  gravestones. Heider's workshop will be advertised in the Sun with hopes of
  finding volunteers interested in restoring and preserving the cemetery.
- 13 Cornell athletes led by Loren Nydegger donated their Sunday morning for the Methodist Church Workday on April 27 to clear brush and fallen branches from the cemetery.
- Research into green burials, family columbarium and group columbaria continues with the expertise of Jacob Wittrock of Stewart Baxter Funeral Services.
- Research Technology Director Mary de la Garza for the Office of the State
  Archaeologist proposed and is awaiting approval to bring University of Iowa
  students to the cemetery to conduct a drone survey of the areas under
  consideration for green burials and construction of a columbaria.
- Identification and location of missing Civil War military gravestones will begin with expectations that the Veteran Affairs will accept our documentation and donate new grave markers.
- Commission members will start the process of cleaning & preserving grave markers.
- An Eagle Scout project is in the works for the cemetery this August.

D. Consent Agenda

The Mount Vernon City Council met April 21, 2025, at City Hall, 213 1st Street NW, Mount Vernon, IA. A Zoom option was available. The following Council members were present: Andresen, West, Tuerler, 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 oath of office will be removed from the Communications portion of the agenda. Motion made by Rose, seconded by Tuerler to approve the agenda as noted. Motion carries.

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

Approval of City Council Minutes – April 7, 2025, Regular Council Meeting Approval of City Council Minutes – April 7, 2025, FY2025-2026 Property Tax Levy

### **Public Hearing**

Public Hearing for the Consideration of the City of Mount Vernon Fiscal Year 2025-2026 Proposed Annual Budget. Mayor Wieseler opened the public hearing at 6:41 p.m. Council was given a copy of the state budget forms that will be submitted along with a PowerPoint presentation from the City Administrator that is available on the City website. Residential rollback went from 46.3428% to 47.4316%. There will be changes to rollback in coming years with proposed property tax changes at the State level. The City tax levy will go from 13.33601% to \$13.50187%. Hearing no public comment, Mayor Wieseler closed the public hearing at 7:00 p.m. Council then acted on Resolution #4-21-2025A.

### Resolutions for Approval

Resolution #4-21-2025A: Approving the City of Mount Vernon Fiscal Year 2025-2026 Annual Budget. Motion made by Tuerler, seconded by Engel to approve Resolution #4-21-2025A. Roll call all yes. Resolution passes.

### Motions for Approval

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

WOODRUFF CONSTRUCTION INC	PAY APP #7-2024 POOL RENOVATIONS	313,500.00
PAYROLL	CLAIMS	111,307.98
THE BIJOU MOVIE THEATER	TMOBILE HOMETOWN GRANT-ECON DEV	50,300.00
EMPLOYEE BENEFIT SYSTEMS	GROUP INSURANCE-ALL DEPTS	36,334.65
JEO CONSULTING	DOWNTOWN STREETSCAPE-LOST III	23,569.80
MORTON SALT INC	SALT-RUT	23,503.77
MIDWEST INJECTION INC	SLUDGE REMOVAL-SEW	18,000.00
REPUBLIC SERVICES #897	GB,RECYL-SW COMMERCIAL	15,289.81
MOUNT VERNON AREA ARTS COUNCIL	TRAIL SCULPTURE-LOST III	10,000.00
LEASE SERVICING CENTER, INC	EQUIP LEASE-LBC	8,464.61
CLASSIC SPRAY FOAM INSULATION	INSULATION-PW FACILITIES	6,491.00
JORDAN'S PROPERTY CARE INC	CEMETERY MAINT	5,750.00
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	4,952.89

ALLIANT ENERGY	ENERGY USAGE-SEW	4,344.45
ALLIANT ENERGY	EARLY CHILDHOOD CENTER STUDY	4,333.40
OPN ARCHITECTS	DESIGN GUIDELINES-HPC	4,193.23
JOHNSON, MIRMIRAN & THOMPSON RELIANT FIRE APPARATUS INC	VEHICLE MAINT-FD	4,172.86
	ENERGY USAGE-WAT	3,772.30
ALLIANT ENERGY	INSURANCE CLAIMS-ALL DEPTS	2,976.53
EMPLOYEE BENEFIT SYSTEMS	TESTING-SEW	2,816.50
STATE HYGIENIC LAB	WEED CONTROL/FERTILIZER-PW,P&R	2,550.55
SITE ONE LANDSCAPE SUPPLY	ENERGY USAGE-LBC	2,512.47
ALLIANT ENERGY	TUITION-PD BLINKS	2,280.00
UPPER IOWA UNIVERSITY	FUEL-PD	1,884.32
PNP	ENERGY USAGE-P&REC	1,064.68
ALLIANT ENERGY	CREDIT CARD FEES-LBC,P&REC	1,030.21
BANKCARD 8076	ENERGY USAGE-RUT	785.53
ALLIANT ENERGY	ENERGY USAGE-FD	773.77
ALLIANT ENERGY	SERVICE-SEW	710.00
ROTO-ROOTER	REPLACEMENT TIN-PW FACILITIES	691.44
MAPLE GROVE CONSTRUCTION	SERVICE-SEW	677.50
ROTO-ROOTER	ENERGY USAGE-PD	454.64
ALLIANT ENERGY	ACH CHARGEBACK-LBC	391.62
BANKCARD 8076	PHONE/INTERNET-PW	322.79
MEDIACOM		304.25
MEDIACOM	PHONE/INTERNET-FD	303,54
CITY LAUNDERING CO	SERVICES-LBC	303.54
CITY LAUNDERING CO	SERVICES-LBC	280.00
GABRIELLE MOEHLMAN	SERVICES-LBC,P&REC,POOL	257.10
ALLIANT ENERGY	ENERGY USAGE-CITY HALL	253.31
P&K MIDWEST INC	SUPPLIES-SEW	253.20
KONICA MINOLTA	MAINT PLAN/COPIES-PD	248.63
MOUNT VERNON BANK & TRUST CO	ACH RETURN-WAT,SEW,SW	218.00
COMPUTER PROJECTS OF ILLINOIS	SOFTWARE-PD	212.80
ALLIANT ENERGY	ENERGY USAGE-RUT, WAT, SEW	205.94
MARSHA DEWELL	MILEAGE-ALL DEPTS	196.02
DSG	SUPPLIES-WAT	196.02
CENTRAL IOWA DISTRIBUTING	SUPPLIES-CITY HALL	183.48
CITY LAUNDERING CO	SERVICES-CITY HALL	164.98
JOEL DENES	UNIFORMS-PW	159.97
ALLIANT ENERGY	ENERGY USAGE-POOL	152.50
AHLERS & COONEY P.C.	LEGAL FEES-KWIK STAR DA	143.45
TODD GEHRKE	FUEL/MEALS-PD	139.25
ALLIANT ENERGY	ENERGY USAGE-RUT,WAT,SEW,SW	125.00
CASSIDY PERROTT	LOGO DESIGN-P&REC	105.00
IOWA DEPT OF INSPEC & APPEALS	LICENSE-POOL	91.92
RYAN CROCK	UNIFORMS-PW	91.74
CITY LAUNDERING CO	SERVICES-CITY HALL	90.76
ALLIANT ENERGY	ENERGY USAGE-RUT,WAT,SEW,P&A	88.20
VESTIS	RUGS,SERVICES-FD	81.43
ALLIANT ENERGY	ENERGY USAGE-SIRENS	78.98
STAPLES INC	SUPPLIES-ALL DEPTS	77.50
CENTURY LINK	PHONE CHARGES-PD	68.90
JOE JENNISON	SUPPLIES-CHALK THE WALK	55.00
STUDENT PUBLICATIONS INC	SUBSCRIPTION-P&A	45.75
NEAL'S WATER CONDITIONING	WATER/SALT-ALL DEPTS	45.75 45.73
JOE JENNISON	MEALS-P&A	45.73 45.00
BANKCARD 8076	REFUND-POOL	45.00

CHARLOTTE MCDERMOTT	INSTRUCTOR-LBC	40.00
SARAH L FITZGERALD	INSTRUCTOR-LBC	40.00
BANKCARD 8076	REFUND-P&REC	32.00
ALLIANT ENERGY	ENERGY USAGE-SW	29.75
ALLIANT ENERGY	ENERGY USAGE-CEM	24.20
MIDWEST WHEEL CO	VEHICLE MAINT-FD	22.46
HAWKINS INC	CHEMICALS-WAT	20.00
IOWA DEPT OF INSPEC & APPEALS	CHARITABLE GAMBLING LICENSE-K9	15.00
MARY EVANS	POSTAGE-HPC	14.85
TOTAL		675,708.43

#### **FUND EXPENSE TOTALS**

TORD EXTERIOR TO THE	
POOL RENOVATIONS	313,500.00
PAYROLL	111,307.98
GENERAL FUND	94,782.47
SEWER FUND	33,241.37
ROAD USE TAX FUND	32,833.03
LOST III UR & STREETSCAPE	23,569.80
SOLID WASTE	16,936.45
LBC	15,567.03
WATER FUND	10,978.11
LOST III TRAILS/PARKS	10,000.00
PW FACILITIES	7,182.44
LOST III COMMUNITY CENTER	4,333.40
STORM WATER FUND	1,323.85
	152.50
RACHEL STREET/KWIK STAR	675,708.43
TOTAL	075,700.45

Discussion and Consideration of Pay Application #3 – 2024 Sanitary Sewer Improvements – Council Action as Needed. The contractors are just over halfway finished with the sewer rehab work that was approved under the Linn County ARPA funding grant. This pay application is in the amount of \$99,432.91. Motion made by Rose, seconded by Andresen to approve Pay Application #3-2024 Sanitary Sewer Improvements. Motion carries.

Discussion and Consideration of Pay Application #6 - 2024 Pool Renovations – Council Action as Needed. This pay application is in the amount of \$96,425.00. Motion made by Tuerler, seconded by West to approve Pay Application #6-2024 Pool Renovations. Motion carries.

Discussion and Consideration of JEO Consulting Group Invoice #160285 – Uptown Streetscape Plan – Council Action as Needed. This invoice is in the amount of \$8,974.51. Motion made by Engel, seconded by Andresen to approve Invoice #160285-Uptown Streetscape Plan. Motion carries.

Discussion and Consideration of Picnic Table Purchase – 2024 Pool Renovations – Council Action as Needed. Staff is recommending the purchase of ten new picnic tables for the swimming pool at a cost not to exceed \$13,500.00. The existing red stained cedar picnic tables will be moved to other locations. Motion made by Tuerler, seconded by West to approve the purchase of new picnic tables not to exceed \$13,500.00. Motion carries.

Discussion and Consideration of Lounge Chair Purchase – 2024 Pool Renovations – Council Action as Needed. Staff is recommending the purchase of 50 new aruba strap chaise lounge chairs for the pool at a cost not to exceed \$15,000 (with shipping). The lounge chairs come with a five-year warranty and are easier to repair than the hard plastic units they are replacing. Motion made by Tuerler, seconded by Rose to approve the purchase of lounge chairs not to exceed \$15,000.00. Motion carries.

Discussion and Consideration of Gronewold, Bell, Kyhnn and Co. PC Proposal for Audit Services – Council Action as Needed. Staff is recommending the City of Mount Vernon continue to utilize the services of Gronewold, Bell, Kyhnn & Co. P.C. for the annual audit. This would be a one-year proposal with a proposed cost of \$15,580.00 (small increase of \$940). Motion made by Rose, seconded by Engel to approve the proposal with Gronewold, Bell, Kyhnn and Co PC for auditing services. Motion carries.

Discussion and Consideration of Bradley L. Hauge, CPA Proposal for Accounting Services – Council Action as Needed. Mr. Hauge assists the City with the completion of state budget forms, TIF reports and monthly bank reconciliations. The yearly contract amount is \$7,750.00 (small increase of \$175). Motion made by Engel, seconded by Rose to approve the proposal with Bradly Hauge for accounting services. Motion carries.

**Reports to be Received/Filed**. Full reports can be found on the City website in the April 21, 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 a tour of the Republic Services recycling center in Cedar Rapids. This Saturday is Mount Vernon Clean Up Day. The school district is engaged with Shive Hattery on a traffic study.

Committee Reports. Engel reported that the Mount Vernon Lisbon Childcare Solutions Committee met last week. They have raised approximately \$100,000 and has given approximately \$70,000 to help hire and retain childcare providers in the area. Rose reminded everyone that Chalk the Walk is coming up the first week in May and the committee is still looking for volunteers. The grant check presentation from TMobile to the Bijou will be that same Saturday at 11:00 am.

City Administrator's Report. Full report available on the City website in the April 21, 2025 Council packet.

As there was no further business to attend to, the meeting adjourned, the time being 7:29 p.m., April 21, 2025.

Respectfully submitted, Marsha Dewell City Clerk

# E. Public Hearing

### AGENDA ITEM # E - 1 & G - 1

## AGENDA INFORMATION MT. VERNON CITY COUNCIL COMMUNICATION

DATE:

May 5, 2025

AGENDA ITEM: Public Hearing - Resolution #5-5-2025A: \$500,000 Bonds

**ACTION:** 

Motion

**SYNOPSIS:** The City is selling general obligation debt for the Uptown Street Lighting Project in the amount not to exceed \$500,000. The bond proceeds will be repaid with local option sales tax dollars assigned to the uptown streetscape.

**BUDGET ITEM: LOST** 

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: See Resolution #5-5-2025A: \$500,000 Bonds

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/2025

### **AGENDA ITEM # E - 2 & G - 2**

### AGENDA INFORMATION MT. VERNON CITY COUNCIL COMMUNICATION

DATE:

May 5, 2025

AGENDA ITEM: Public Hearing - Resolution #5-5-2025B: \$2,250,000 Bonds

**ACTION:** 

Motion

SYNOPSIS: The city is selling general obligation debt in the amount not to exceed \$2,250,000 to construct the Rachel Street improvements intersecting Hwy 1. The bonds for Rachel Street will be repaid with tax increment financing dollars.

**BUDGET ITEM: TIF** 

**RESPONSIBLE DEPARTMENT:** City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: See Resolution #5-5-2025B: \$2,250,000 Bonds

**DATE PREPARED: 5/2/2025** PREPARED BY: Chris Nosbisch

G.	Resolutions	for	Approval

The	e City Council of the City of Mount Vernon, State of Iowa, met in	
session, in	the Council Chambers, City Hall, 213 First Street NW, Mount Ve	rnon, Iowa, at
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	.M., on the above date. There were present Mayor	, in the
chair, and t	the following named Council Members:	
		-
	Absent:	-
	Vacant:	_

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$500,000 General Obligation Capital Loan Notes, in order to provide funds to pay the costs of acquisition, construction, improvement, and installation of street lighting fixtures, connections and facilities, for essential corporate purposes, and that notice of the proposed action by the Council to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes had been published as provided by Sections 384.24A and 384.25 of the Code of Iowa.

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

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

Whereupon, the Mayor declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

The Co	ouncil then considered the propose	ed action and the extent of	of objections thereto.
PROCEEDIN	upon, Council Member	CTION FOR THE ISSUA	ANCE OF NOT TO
	that the Resolution be adopted.		
	to ADJOURN and defer action of proceedings for the issuance of rM. on the da	notes to the meeting to be	e held at
Counce the vote was,	il Member		
	AYES:		
	NAYS:		
Where	upon, the Mayor declared the mea	asure duly adopted as fol	lows:
	RESOLUTION N	O	
	RESOLUTION INSTITUTING ADDITIONAL ACTION FOR TEXCEED \$500,000 GENERAL	THE ISSUANCE OF NO	OT TO

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$500,000 General Obligation Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of acquisition, construction, improvement, and installation of street lighting fixtures, connections and facilities, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the City and residents thereof.

**NOTES** 

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$500,000 General Obligation Capital Loan Notes, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 5th day of May, 2025.

	Mayor	
ATTEST:		
City Clerk		

### **CERTIFICATE**

STATE OF IOWA	)
	) SS
COUNTY OF LINN	)

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

•	eal of the Council hereto affixed this day of
, 2025.	
	City Clerk, City of Mount Vernon, State of

(SEAL)

The City Council of the City of Mount Vernon, State of Iowa, met in	
sion, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iov	wa, at
.M., on the above date. There were present Mayor	, in the
nir, and the following named Council Members:	
Absent:	
7 rosent.	
Vacant:	

. . . . . . .

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$2,250,000 General Obligation Capital Loan Notes, of the City of Mount Vernon, State of Iowa, in order to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of chapter 403 including the public improvements project authorized in Amendment No. 10 to the Mount Vernon Urban Renewal Plan, for essential corporate purposes, and that notice of the proposed action by the Council to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes and the right to petition for an election had been published as provided by Sections 384.24(3)(q), 384.24A, 384.25 and 403.12 of the Code of Iowa, and the Mayor then asked the City Clerk whether any petition had been filed in the Clerk's Office, as contemplated in Section 362.4 of the Code of Iowa, and the Clerk reported that no such petition had been filed, requesting that the question of issuing the Notes be submitted to the qualified electors of the City.

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

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

Whereupon, the Mayor declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

The Co	ouncil then considered the	e proposed action an	d the extent of objections	thereto.
Clerk the Reso PROCEEDING	olution hereinafter set out GS TO TAKE ADDITIC	t entitled "RESOLU". ONAL ACTION FOR	introduced and delivention instituting Reference of Natural Loan Notes, and reference of the control of the	OT TO
	that the Resolution be a	dopted.		
	proceedings for the issu	ance of notes to the	ution and the proposal to meeting to be held at, 2025, at this	
Councithe vote was,			d the motion. The roll wa	
	AYES:			
	NAYS:			
Where	upon, the Mayor declared	d the measure duly a	dopted as follows:	
	RESOLU	UTION NO	_	
	RESOLUTION INSTIT	TUTING PROCEED		

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$2,250,000 GENERAL OBLIGATION CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$2,250,000 General Obligation Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of chapter 403 including the public improvements project authorized in Amendment No. 10 to the Mount Vernon Urban Renewal Plan, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$2,250,000 General Obligation Capital Loan Notes, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 5th day of May, 2025.

	Mayor	
ATTEST:		
City Clerk		

### CERTIFICATE

STATE OF IOWA	)
	) SS
COUNTY OF LINN	)

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

-	seal of the Council hereto attixed this day of
, 2025.	
	C'. Cl. 1 C'. CM . A Vannan Chata of
	City Clerk, City of Mount Vernon, State of

(SEAL)

### AGENDA ITEM # G-3

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

DATE:

May 5, 2025

AGENDA ITEM: Resolution #5-5-2025C: Electronic Bidding

**ACTION:** 

Motion

SYNOPSIS: The enclosed resolution will establish electronic bidding procedures for the \$500,000 and \$2,250,000 bond issuance.

**BUDGET ITEM:** Bond

**RESPONSIBLE DEPARTMENT:** City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #5-5-2025C: Electronic Bidding

DATE PREPARED: 5/2/2025 PREPARED BY: Chris Nosbisch

The City Council of	the City of M	Sount Vernon,	State of Iowa, me	t in
session, in the Council Char	nbers, City H	all, 213 First S	Street NW, Mount	Vernon, Iowa, at
.M., on t	he above date	e. There were	present Mayor	, in the
chair, and the following nar	ned Council N	Members:		
,				
Absent:				
**				
Vacant:				

\* \* \* \* \* \* \*

"RESOLUTION APPRODISTRIBUTION OF TH	Council Member	IDDING PROCE	llowing resolution entitled DURES AND ENT", and moved that the econded the motion to adopt.
AYES:			
NAYS:			
Whereupon, the l	Mayor declared the resolu	tion duly adopted	as follows:
	RESOLUTION NO	•	

RESOLUTION APPROVING ELECTRONIC BIDDING PROCEDURES AND DISTRIBUTION OF THE PRELIMINARY OFFICIAL STATEMENT

WHEREAS, the City of Mount Vernon, Iowa is in need of funds to pay costs of (i) aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of chapter 403 including the public improvements project authorized in Amendment No. 10 to the Mount Vernon Urban Renewal Plan; and (ii) acquisition, construction, improvement, and installation of street lighting fixtures, connections and facilities, and it is deemed necessary and advisable that General Obligation Capital Loan Notes, in the amount of not to exceed \$2,750,000 be issued; and

WHEREAS, the City has, in accordance with Section 384.24A, 384.25, and 403.12 of the Code of Iowa, held public meetings and hearings upon the proposal to institute proceedings for the issuance of Notes for the aforesaid essential corporate purposes; and

WHEREAS, in conjunction with its Municipal Advisor, Speer Financial, Inc., the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Notes by means of both sealed and electronic internet communication.

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

Section 1. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and Clerk, upon the advice of bond counsel and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

Section 2. That the receipt of electronic bids by facsimile machine and through the SPEERAUCTION Competitive Bidding System described in the Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

PASSED AND APPROVED this 5th day of May, 2025.

	Mayor	
	iviayoi	
ATTEST:		
City Clerk		

#### CERTIFICATE

STATE OF IOWA	)
	) SS
COUNTY OF LINN	)

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

WITNESS my hand and the	seal of the Council hereto affixed this day of
, 2025.	
	City Clerk, City of Mount Vernon, State of

(SEAL)



Ahlers & Cooney, P.C. Attorneys at Law

100 Court Avenue, Suite 600 Des Moines, Iowa 50309-2231 Phone: 515-243-7611 Fax: 515-243-2149

Jason L. Comisky 515.246.0337 jcomisky@ahlerslaw.com

www.ahlerslaw.com

April 28, 2025

### Via E-mail Only

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

Re: City of Mount Vernon, State of Iowa- \$2,500,000 (Dollar Amount Subject to Change) General Obligation Capital Loan Notes, Series 2025

### Dear Chris:

I am enclosing the following proceedings to cover approval of electronic bidding procedures and the Preliminary Official Statement regarding the above referenced matter. This resolution should appear on the agenda after the hearings and corresponding resolutions taking additional action, which will be sent in a separate communication.

The Terms of Offering includes language to permit the use of electronic bidding. You should have Speer Financials recommendation that electronic bidding procedures be utilized for this Note sale. Based upon this recommendation, the Iowa Code requires that the Council make a finding that the recommended procedure will provide reasonable security and maintain the integrity of the competitive bidding process and facilitate the delivery of bids by interested parties under the circumstances of the particular sale. The proceedings enclosed are prepared on the basis that the Council will agree with the recommendation and make the necessary findings.

This Resolution also approves the Preliminary Official Statement and authorizes its distribution with respect to the above-referenced issue. Speer Financial, Inc. has prepared a draft of the Preliminary Official Statement ("POS") for the City. You should give this to the Council, and have provided comments to Speer Financial on behalf of the City for the final POS. If that has not been done prior to the meeting, then the Official Statement should not be approved and the Resolution will need to be modified.

You should be aware that the preparation of the Official Statement is subject to Federal Securities Law regulation and should be certain that any facts and representations contained in the Official Statement are both accurate in all material respects and not omitting any information material to the City's financial conditions, to and including the date of the delivery of the above-referenced Notes.

Please return a completed copy of the proceedings, via email followed up by a hard copy, filled in as the original and certified back to us. A certificate to attest the proceedings is attached as well.

If you have any questions pertaining to the proceedings enclosed or this letter, please do not hesitate to either write or call.

Ahlers & Cooney, P.C.

Sincerely,

Jason L. Comisky FOR THE FIRM

JLC:qm Enclosures

cc:

4924-0719-8263-1\13932-048

### AGENDA ITEM # G-4

### AGENDA INFORMATION MT. VERNON CITY COUNCIL COMMUNICATION

DATE:

May 5, 2025

AGENDA ITEM: Resolution #5-5-2025D: Bid Packet for 1040 2<sup>nd</sup> Ave NW

**ACTION:** 

Motion

SYNOPSIS: Upon the suggestion from the City Attorney, staff is recommending the city advertise the old public works property at a reduced price. The new minimum bid for the property is \$250,000.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #5-5-2025D: Bid Packet for 1040 2<sup>nd</sup> Ave NW

DATE PREPARED: 5/2/2025 PREPARED BY: Chris Nosbisch

### RESOLUTION NO. 5-5-2025D

# RESOLUTION AUTHORIZING BID PROCESS AND SETTING A PUBLIC HEARING FOR PROPOSED SALE OF 1040 2<sup>nd</sup> 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 2<sup>nd</sup> 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 3:00 P.M. on May 30, 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 June 2, 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 haring 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  $1040\ 2^{\rm ND}$  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 June 2, 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 2<sup>nd</sup> 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 **CHICAGO RAILROAD** (NOW THE NEBRASKA 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 RECORDCED IN BOOK 1882 ON PAGE 147 OF THE LINN COUTY 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 THE **CHICAGO RIGHT-OF-WAY** OF SOUTHERLY 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 5th day of May 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 2<sup>nd</sup> 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 <u>Limited Industrial</u> 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 \$\_\_\_\_\_\$250,000.00** 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 <u>3:00 P.M. on May</u> <u>30, 2025</u>. 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 2<sup>nd</sup> 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 3:00 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 June 2, 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 2<sup>ND</sup> 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**

purchase that real property ("Property") and State of Iowa, identified as "Parcel Bid and Instructions to Bidders marked	entity named below, submit this bid and hereby offer to situated in the City of Mount Vernon, County of Linn, B" on Plat of Survey #2879, attached to the Invitation to "Exhibit A" and incorporated therein, as described and
delineated thereon, the same constituting locally known as 1040 2 <sup>nd</sup> Avenue NW.	g a portion of Linn County Parcel No. 171012700600000,
which constitutes a firm offer in the following to City of Mount Vernon's Instructions to	lowing amount, subject to all terms and conditions of the Bidders (as incorporated herein by this reference):
\$(Mini	mum Bid is \$250,000)
Anticipated use:	
Anticipated improvements (if any):	
This offer shall remain open without from the date of the deadline for bid s	modification for a minimum period of sixty (60) days
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	

J. Motions for Approval

### CITY OF MOUNT VERNON CLAIMS FOR APPROVAL, MAY 5, 2025

		44=000.04
PAYROLL	CLAIMS	115,820.01
MUNICIPAL PIPE TOOL CO. INC	PAY APP #3-2024 SEWER REHAB	99,432.91
WOODRUFF CONSTRUCTION INC	PAY APP #6-2024 POOL RENOVATIONS	96,425.00
GLOBAL PUBLIC SAFETY	TAC 10 MAINT RENEWAL-PD	10,946.00
JEO CONSULTING	DOWNTOWN STREETSCAPE-LOST III	8,974.51
VEENSTRA & KIMM INC	2024 SANITARY SEWER REHAB	6,413.00
	FUEL-PW	4,461.14
LINN CO-OP OIL CO	CHEMICALS-POOL	3,975.00
CARRICO AQUATIC RESOURCES INC	INSURANCE CLAIMS-ALL DEPTS	2,072.33
EMPLOYEE BENEFIT SYSTEMS		1,947.00
VEENSTRA & KIMM INC	INTELLISTREETS LIGHTING	1,074.00
REC DESK LLC	SUBSCRIPTION-LBC,POOL,P&REC	
EVER-GREEN LANDSCAPE NURSERY	MULCH-P&REC	1,010.00
NIGHT SHIFT LLC	CLEANING SERVICE-CITY HALL	931.27
DIESEL TURBO SERVICES INC	VEHICLE MAINT-RUT	912.41
DE NOVO MARKETING	WEBSITE/HUBSPOT SUPPORT-ALL DEPTS	825.00
SPRINGVILLE READY MIX	CONCRETE-PW FACILITIES	802.50
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-ALL DEPTS	720.73
VEENSTRA & KIMM INC	UPTOWN LIGHTING IMPROVEMENTS	646.50
POSTMASTER	UTIL BILL POSTAGE-WAT, SEW, SW	642.03
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-LBC	565.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	521.52
	ADS/PUBLICATIONS-P&REC	483.04
STUDENT PUBLICATIONS INC	4TH ST NW RECONSTRUCTION	461.10
VEENSTRA & KIMM INC		447.07
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-LBC	425.77
MEDIACOM	PHONE/INTERNET-CITY HALL	414.91
ALLIANT ENERGY	ENERGY USAGE-WAT	
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-PD	378.62
DE NOVO MARKETING	WEBSITE SUPPORT-LBC	325.00
ALEX VOLKOV	UNIFORMS-WAT,SEW	299.93
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT,SEW,SW	295.59
GABRIELLE MOEHLMAN	SERVICES-LBC,P&REC,POOL	280.00
P&K MIDWEST INC	SUPPLIES-PW	279.75
MENARDS	SUPPLIES-PW FACILITIES	268.88
MOUNT VERNON, CITY OF	CTW START UP CASH-P&REC	250.00
VEENSTRA & KIMM INC	WASTEWATER MISC ENGINEERING	244.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-FD	240.00
	LBC GENERATOR	237.00
VEENSTRA & KIMM INC	ELECTRICAL SUPPLIES-PW FACILITIES	222.81
MENARDS	UNIFORMS-ALL DEPTS	222.00
CAUSE TEAM	UNIFORMS-PD	215.39
GALLS LLC	MILEAGE-ALL DEPTS	199.50
CHRIS NOSBISCH		187.00
VEENSTRA & KIMM INC	NPDES COMPLIANCE	186.50
RC TECH	CAMERA SERVICE-SW	182.16
VEENSTRA & KIMM INC	NPDES PERMIT RENEWAL	
VEENSTRA & KIMM INC	4TH ST NW RECONSTRUCTION	181.50
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	181.50
US CELLULAR	PHONE/INTERNET-ALL DEPTS	140.05
KONICA MINOLTA	MAINT PLAN/COPIES-LBC	130.38
INTOXIMETERS	EQUIP REPAIR-PD	125.00
MENARDS	ELECTRICAL SUPPLIES-PW FACILITIES	122.98
CUSTOM HOSE & SUPPLIES INC	SUPPLIES-FD	110.80
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-POOL	108.77
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	102.00
ST LUKE'S WORK WELL SOLUTIONS	DRUG TESTING-PW	100.00
BRYCE JANEY	CTW MUSICIAN-P&REC	100.00
DAVID LEE PAUL SCHROEDER	CTW MUSICIAN-P&REC	100.00
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT,SEW,SW	98.86
INICUINT VERNON DAINN & TRUST CO	HO. OHEOR WALLOCK	

### CITY OF MOUNT VERNON CLAIMS FOR APPROVAL, MAY 5, 2025

CITY LAUNDERING CO JACOB SEE VEENSTRA & KIMM INC STAPLES INC AMAZON CAPITAL SERVICES AMAZON CAPITAL SERVICES PROFESSIONAL WINDOW CLEANING TASC STUDENT PUBLICATIONS INC US CELLULAR JEFF ALLEN CATHERINE KENNEDY DAVE BONHAM TOMMY BRUNNER BILLY BOURBON TOM BERDO MATT PANEK ANJI KAT BILLY LEE JANEY IZAAK LEONARD CHARLOTTE MCDERMOTT BANKCARD 8076 ABBY SMOLA POINTCORE GRAPHIC SOLUTIONS MOUNT VERNON ACE HARDWARE ST LUKE'S WORK WELL SOLUTIONS BANKCARD 8076 MOUNT VERNON BANK & TRUST CO	SERVICES-CITY HALL UNIFORMS-ALL DEPTS 2024 SANITARY SEWER REHAB SUPPLIES-P&A SUPPLIES-P&REC SUPPLIES-P&REC WINDOW CLEANING-PD,CITY HALL FSA ADJUSTMENT-ALL DEPTS ADS/PUBLICATIONS-PD INTERNET-WAT,SEW CTW MUSICIAN-P&REC REFEREE-P&REC INSTRUCTOR-LBC REFUND-LBC NAMEPLATE-P&A SUPPLIES-FD DRUG TESTING-PW REFUND-LBC WIRE FEE-PD GRANT	91.74 89.98 89.00 88.91 82.19 81.92 80.00 76.92 74.88 66.45 50.00 50.00 50.00 50.00 50.00 50.00 50.00 45.00 40.00 37.00 36.38 36.20 23.98 20.00 10.00 5.00
FUND EXPENSE TOTALS PAYROLL ARPA LINN COUNTY GRANT POOL RENOVATIONS GENERAL FUND LOST III UR & STREETSCAPE SEWER FUND WATER FUND LBC ROAD USE TAX FUND SOLID WASTE PW FACILITIES 2025 UPTOWN LIGHTING 2024 INFRASTRUCTURE STORM WATER FUND TOTAL		368,991.27  115,820.01 105,934.91 96,425.00 24,087.32 10,921.51 3,042.95 2,895.48 2,695.47 2,511.46 1,854.91 1,417.17 646.50 642.60 95.98 368,991.27

### AGENDA ITEM # J-2

### AGENDA INFORMATION MT. VERNON CITY COUNCIL COMMUNICATION

**DATE:** May 5, 2025

**AGENDA ITEM:** ECICOG Presentation

**ACTION:** Motion

**SYNOPSIS:** Joe Jennison has been working with Tom Gruis from ECICOG and several building owner's uptown on the submittal of a CDBG façade rehab grant application. Tom will be present at the meeting to discuss the grant application, and the responsibilities of the city should the project move forward.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

MAYOR/COUNCIL ACTION: None Predicted

**ATTACHMENTS:** PowerPoint Presentation



Community Development Block Grant — Downtown Revitalization City Council Presentation

May 5, 2025





### DTR Program Overview

- The DTR program provides funding to cities to rehabilitate blighted downtown building.
- The project must meet the U.S. Dept. of Housing and Urban Development's (HUD) CDBG national objective of reducing slum and blight.
- As of 2024, cities can be awarded up to \$650,000.



DTR Before and After









Examples of Blight

Clearly Blighted



Less Clearly Blighted, Still Counts





• Example 1



Compare to previous slide

• Example 2



## DTR Program Details

- Minimum of 6 buildings/addresses for an award
- Minimum of 8 buildings/addresses for a full award of \$650,000
- City receives grant and holds the architecture and construction contracts
- Generally only fronts and readily visible sides qualify
- Project will not get funded without a local match (> 36% to be competitive)

### DTR Program Details

- The participating buildings must be in a designated slum and blight area, with targeted area for the project.
- Target area must have a minimum of 25% slum and blight (poor and fair condition buildings)
- Scope of target area can affect the grant application score



### DTR Program Details

Current estimate of fair condition buildings

Condition	Count	Percent		
Good	12	44.4%		
Good/Fair	4	14.8%		
Fair	11	40.7%		
Total	27			

Mount Vernon should meet the eligibility requirements, but it may be less competitive than other Main Streets. Last year, I believe IEDA was able to award all or nearly all applicants.

# Application and Budget Information

- City would want to procure architect soon for preliminary designs and cost estimates – could require building owners to support application
- Application likely due late fall/early winter
- <u>Estimated</u> \$1.08 million project with \$650,000 grant funds would require \$430,000 in local match from building owners and/or City

Application (not grant reimbursable)	Cost
Architect	\$30,000
Grant writing	\$2,500
Total	\$32,500
Project	Cost
Architect—design/construction management	\$150,000
Construction—est. avg. \$110k per building	\$880,000
Grant administration	\$40,000
Misc. other fees	\$10,000
Total	\$1,080,000

Example Local Match Share

Building Owners/City %	Building Owners/ Avg. per Owner (8)	City	City Cost w/ App
100/0	\$430,000/\$53,750	\$0	\$32,500
87.5/12.5	\$376,260/\$47,031	\$53,750	\$86,250
75/25	\$322,500/\$40,313	\$107,500	\$140,000
62.5/37.5	\$268,750/\$33,594	\$161,250	\$193,750
50/50	\$215,000/\$26,875	\$215,000	\$247,500
37.5/62.5	\$161,250/\$20,156	\$268,750	\$301,250
25/75	\$107,500/\$13,437	\$322,500	\$355,000





### AGENDA ITEM # J – 3

### AGENDA INFORMATION MT. VERNON CITY COUNCIL COMMUNICATION

DATE:

May 5, 2025

AGENDA ITEM: Set Public Hearing Date - FY 2025-2026 Budget

**ACTION:** 

Motion

**SYNOPSIS:** The City Council has been made aware of this situation, but the City of Mount Vernon must hold another public hearing to re-approve the FY 2025-2026 budget. There have not been any changes made to the previously approved budget.

**BUDGET ITEM:** All

**RESPONSIBLE DEPARTMENT:** City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

### AGENDA ITEM # J – 4

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

DATE:

May 5, 2025

**AGENDA ITEM:** Possible Archery Event – Nature Park

**ACTION:** 

Motion

SYNOPSIS: The Parks and Rec Board has reviewed a request from Tom Wilkinson to hold archery awareness events at Nature Park. The proposed program and layout have been attached to this report.

**BUDGET ITEM:** None

**RESPONSIBLE DEPARTMENT:** City Administrator

MAYOR/COUNCIL ACTION: Motion

**ATTACHMENTS:** Proposal

### For MV Parks and Rec Board April 2025 - submitted by Tom Wilkinson

#### **Try It Archery Events**

**Purpose:** Awareness of archery events and the sport, allow youth and adults to try shooting in a safe and supportive environment. Promote area archery events, vendors and facilities.

**Who:** Tom Wilkinson will lead and provide supervision and instruction of safe use of archery equipment in a dedicated range outdoors in a Mount Vernon City Park.

One Arrow Archery, LLC is the archery coaching business name for Tom Wilkinson's instructional activities. Tom is a certified USA Archery Level 3 Coach and Instructor as well as NASP Basic Archery Instructor. He is a member of NFAA and ASA archery associations as well.

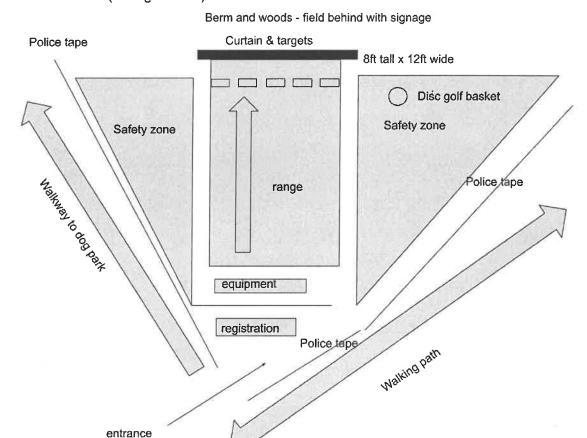
All instruction and archery range management supervised by a USA Archery Coach/Instructor is covered by liability insurance with the association and current membership in good standing. All archery associations share detailed guidelines for setting up and managing an archery range safely.

#### Archery Range Set Up

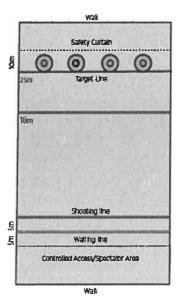
What is needed is a dedicated safe range with a few targets and staff to monitor the range and provide instruction. All archery bows, arrows and range equipment will be provided by One Arrow Archery and supporters.

The range area needs to be mowed and free of hanging let limbs or debris. Some temporary supports may need to be installed to support an arrow curtain. Chalked or painted lines may need to be made on the ground to show different lines of control: target line, shooting line, waiting line, spectator line. Stakes and yellow tape / rope may be needed to control access to the area.

• Place: Nature Park (Disc golf Tee1)



Here is a diagram and examples of safety protocols of an archery range setup outdoors:



- The range and the direction of shooting should be away from normal foot traffic. If there is a possibility that someone might wander into this zone behind the target, signage should be put up as a warning.
- Behind the targets an arrow curtain will be set up. Ideally a hill, wall or about 50 yards of flat open space is what is needed behind the targets and/or an arrow curtain to provide a buffer.
- The shooting line for most beginners will be set 8-15 meters from the targets. This will ensure that archers can hit the target with success and reduce errant arrows going below or beyond the arrow curtain.
- Trained instructors will stand beside an beginning archer to ensure safe operation of a bow and arrow before stepping back to observe a group on the range. Typically beginners will be instructed one-on-one until they can safely operate on their own. The youngest archers will need constant supervision.

- A waiting line is established for those done shooting or waiting to shoot to stand or be seated. Bows and arrows will be placed between the shooting line and waiting line to control access and keep the range safe.
- Safety rules will be posted on the range to inform everyone. A range instructor with a whistle (for groups) will use commands to keep everyone moving together.
- Observers will be restricted to a space behind the waiting line. A rope and single entry to
  the waiting line is typically needed for events open to the public who are not aware of
  safety measures on a range. The range area on either side of the shooting zone (safety
  zone) will typically need to be roped off to prevent bystanders from entering the area.
- Public Relations: tables or easels with information about the event, area archery businesses and facilities as well as connecting those interested with other archery events. Supporters or sponsors could offer or bring representatives to talk to interested archers.
- Publicity: Notice of the event could be spread online and at MV Parks and Rec facilities.

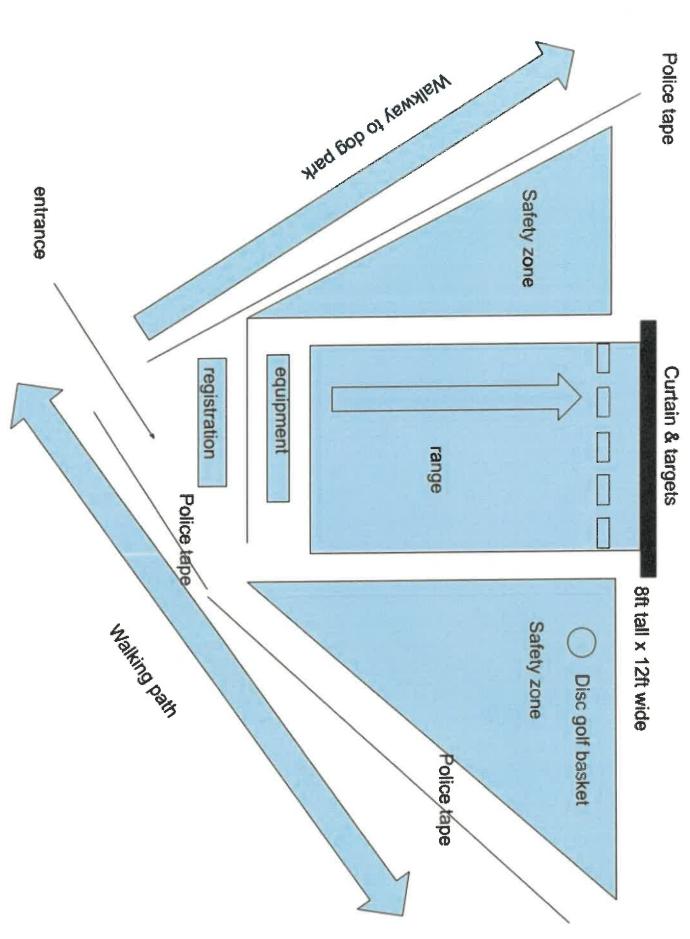
**How often will these events be provided?** Tom would like to offer at least 3 monthly events during the summer.

Possible dates:

Thursday evening in May 5-6:30pm
Tuesday morning in June 17 from 9-11am
Tuesday evening in July 8 from 5:30-7:30pm

What is the cost of the event? It is offered free and open to the public. Groups that would like a private event can be arranged for a fee. Registration would include waiver and information about local archery clubs, ranges and stores.

What would be a sign of a successful event? If any number of people become more aware of archery as a safe and fun sport. More people become connected to area facilities, vendors or attend area events.



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### AGENDA ITEM # J - 5

### AGENDA INFORMATION MT. VERNON CITY COUNCIL COMMUNICATION

DATE:

May 5, 2025

AGENDA ITEM: Additional Lounge Chair Purchase

**ACTION:** 

Motion

**SYNOPSIS:** As I discussed with Council, the previous lounge chair purchase approval only replaced fifty percent of the existing inventory. The chaise lounge chair purchase would increase to \$26,000 (approximately \$13,000 more). There is an additional \$7,800 for chaise upright chairs. There will be 150 new chairs in total.

**BUDGET ITEM:** Bond

**RESPONSIBLE DEPARTMENT:** City Administrator

MAYOR/COUNCIL ACTION: Motion

**ATTACHMENTS:** None

### AGENDA ITEM # J-6

### AGENDA INFORMATION MT. VERNON CITY COUNCIL COMMUNICATION

**DATE:** May 5, 2025

AGENDA ITEM: S&P Engagement Letter

**ACTION:** Motion

**SYNOPSIS:** S&P Global Rating services will provide a credit rating for the City of Mount Vernon's \$2,500,000 bond issuance. The cost to conduct the rating is \$14,487.

**BUDGET ITEM:** Bond

**RESPONSIBLE DEPARTMENT:** City Administrator

MAYOR/COUNCIL ACTION: Motion

**ATTACHMENTS:** Engagement Letter

Alfredo Gonzalez Alfredo.Gonzalez@spglobal.com Tel: + 52 55 5081 2894 55 Water Street New York, NY 10041-0003 Team Email: USPFEngagementLtrs@spglobal.com Issue No.: 1854276 Obligor ID: 327698

April 29, 2025

Mount Vernon
213 First Street Northwest
Mount Vernon, IA 52314
Attention: Chris Nosbisch, City Administrator

Re: US\$2,500,000 City of Mount Vernon, Linn County, Iowa, General Obligation Capital Loan Notes, Series 2025, dated: Date of Delivery, due: June 01, 2040, Public

Dear Chris Nosbisch

Thank you for your request for a S&P Global Ratings credit rating as described above. We agree to provide the credit rating in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issuer" in this letter means both the issuer and the obligor if the obligor is not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become known worldwide. You will be contacted directly by your assigned analytic team.

#### 1. Fees and Termination.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees:

Rating Fee. You agree to pay us a credit rating fee of \$14,487 plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

Other Fees and Expenses. You will reimburse S&P Global Ratings for reasonable travel and legal expenses. Should the credit rating not be issued, you agree to compensate us based on our time, effort, and charges incurred through the date upon which it is determined that the credit rating will not be issued.

<u>Termination of Engagement.</u> This engagement may be terminated by either party at any time upon written notice to the other party.

#### 2. Private and Confidential Credit Ratings.

Unless you request otherwise, the credit rating provided under this Agreement will be a public credit rating.

If you request a confidential credit rating under this Agreement, you agree that the credit rating will be exclusively for your internal use, and not to disclose it to any third party other than your professional advisors who are bound by appropriate confidentiality obligations or as otherwise required by law or regulation or for regulatory purposes.

If you request a private rating under this Agreement, S&P Global Ratings will make such rating and related report available through a password-protected website or third-party private document exchange (or, if the password-protected website or third-party private document exchange is unavailable, by email) to a limited number of third parties you identify, and you agree not to disclose such rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated obligation, provided that the preparer(s) of the reports must agree to keep the information confidential and the private rating shall not be referred to or listed in the reports under the heading "credit rating," "rating" or "S&P rating", and shall be identified only as a "S&P Global Ratings implied rating" or similar term. If a third-party private document exchange is used, you agree to pay a one time administrative fee of \$10,000 in addition to the fees outlined in this Agreement. You also agree to maintain the list of third parties authorized to access the private rating current and to notify S&P Global Ratings in writing of any changes to that list. S&P Global Ratings may make access to the private rating subject to certain terms and conditions, and disclose to market participants, including by publishing on its public website, the fact that the rated entity or obligations (as applicable) has been assigned a private rating.

#### 3. Information to be Provided by You.

To assign and maintain the credit rating pursuant to this letter, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information

Page | 1

includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the credit rating and the continued flow of material information as part of the surveillance process. You also understand that credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings opinion of the information received from issuers and their agents and advisors.

#### 4. Other.

S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer, its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

With respect to each rating that you have asked S&P Global Ratings (a "nationally recognized statistical rating organization") to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7 (a)(1)(ii)(J)(1) through (2) under the Securities Exchange Act of 1934 (hereafter "J1/J2"), to determine, ahead of publication of the rating, the entity paying for credit rating services, the role that entity undertakes, and whether the entity paying for credit rating services has also paid S&P Global Ratings for ancillary services during the most recently ended fiscal year. You acknowledge that the undersigned contracted party is the entity responsible for payment of credit rating services, and will, by default, be the legal entity S&P Global Ratings uses for its J1/J2 disclosures, unless otherwise indicated by you. To the extent that you do not expect to pay the fees due under this Agreement directly, you undertake to notify S&P Global Ratings, in writing and in advance of any credit rating publication, of a) the full legal name, address and role of the entity that will be the recipient ("bill-to") of S&P Global Ratings invoices due under this Agreement and b) where different to the bill-to entity, the full legal name, address and role of the entity that will be the payer of invoices; you understand that we cannot use a paying agent or similar intermediary for the purpose of the disclosure. You understand, as contracting party, your role in enabling S&P Global Ratings to accurately present the disclosure of its credit ratings.

Please feel free to contact Alfredo Gonzalez at Alfredo.Gonzalez@spglobal.com if you have any questions or suggestions about our fee policies. In addition, please visit our web site at <a href="www.standardandpoors.com">www.standardandpoors.com</a> for our ratings definitions and criteria, research highlights, and related information. We appreciate your business and look forward to working with you.

Sincerely yours,

By:

Name: Anthony Ivancich

Title: Interim Commercial Head of Public & Sovereign-North America

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cc:

Lori Boren Maggie Burger Marsha Dewell

### S&P Global Ratings - Data Protection Appendix to Terms and Conditions

- 1. <u>This Appendix</u>: This Data Protection Appendix ("Appendix") is incorporated into the Engagement Letter and S&P Global Ratings Terms and Conditions (together, the "Agreement") between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.
- 2. <u>Definitions:</u> All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:
- "controller", "processor", "data subject", "personal data", "processing", "process", "special categories of personal data", "joint controller" and analogous or equivalent terms shall have the meanings given in Applicable Data Protection Law; where these terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR;
- "Analytical Data" means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have financial products in place which are relevant to the issuing of a rating;
- "Applicable Data Protection Law" shall mean, as applicable, the EU General Data Protection Regulation (Regulation 2016/679) (as may be amended, superseded or replaced) ("GDPR") and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable data protection and privacy laws, regulations, binding guidance and mandatory codes of practice of other countries;
- "Client Data" means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number and language selection (and excludes special categories of personal data);
- "Controller-to-Controller Standard Contractual Clauses" means the standard contractual clauses (as adopted by European Commission Decision 2021/914 on 4 June 2021) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (a copy of the current version of which is accessible at: <a href="https://eur-lex.europa.eu/eli/dec\_impl/2021/914/oj">https://eur-lex.europa.eu/eli/dec\_impl/2021/914/oj</a>), as completed in the form available at: <a href="https://www.spglobal.com/assets/documents/ratings/ratings/sec\_controller\_to\_controller\_final.pdf">https://www.spglobal.com/assets/documents/ratings/ratings\_sec\_controller\_to\_controller\_final.pdf</a>, and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the "Data Exporter" and S&P Global Ratings is the "Data Importer";
- "Data" means Analytical Data and Client Data;
- "Destination Jurisdiction" means a jurisdiction in respect of which additional safeguards are required under Applicable Data Protection Law of the Origin Jurisdiction in order lawfully to transfer personal data overseas to that jurisdiction;
- "Origin Jurisdiction" means any jurisdiction that requires additional safeguards in order to lawfully transfer personal data to a Destination Jurisdiction, including but not limited to the following jurisdictions: a jurisdiction within the European Economic Area, the United Kingdom, Switzerland or Dubai International Financial Centre;
- "Permitted Purpose" means processing in accordance with Applicable Data Protection Law:
- (A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data: (i) to provide ratings and other products and services (the "Services") to you, (ii) to communicate with you regarding the Services that may be of interest to you, (iii) as described in the S&P Global Ratings' Use of Information section of the Agreement and (iv) as otherwise permitted in the Agreement;
  - (B) of personal data by you to access and use the Services;
- "Restricted Transfer" means a transfer of personal data (including making personal data available by remote access or otherwise) in respect of which additional safeguards are required under Applicable Data Protection Law in order to lawfully transfer that personal data, such as a transfer of Data from within an Origin Jurisdiction, or that is otherwise subject to Applicable Data Protection Law of an Origin Jurisdiction, to a Destination Jurisdiction;
- "Standard Contractual Clauses" means the relevant standard contractual clauses as set forth at <a href="https://www.spglobal.com/">https://www.spglobal.com/</a> assets/documents/ratings/scc landing page.pdf; and
- "UK Addendum" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the United Kingdom Information Commissioner's Office under S119A(1) Data Protection Act 2018, effective March 21, 2022, completed in the form available at <a href="https://www.spglobal.com/">https://www.spglobal.com/</a> assets/documents/ratings/uk addendum for client agreements.pdf.

- 3. <u>Disclosure of data</u>: Each party will only disclose personal data to each other to process strictly for the Permitted Purpose. You confirm that you are entitled to provide Data to S&P Global Ratings for the Permitted Purpose, including obtaining data subject consent where required by Applicable Data Protection Law.
- 4. Relationship of the parties: Except as may be specifically otherwise agreed, the parties acknowledge that you are a controller of the Data you disclose to S&P Global Ratings and that S&P Global Ratings will process the Data you disclose to S&P Global Ratings as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. Please see our Customer Privacy Policy (available at <a href="https://www.spglobal.com/corporate-privacy-policy">https://www.spglobal.com/corporate-privacy-policy</a>) and Cookie Notice (available at <a href="https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice">https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice</a>) for further information regarding how personal data that you provide to S&P Global Ratings in connection with the Services will be used and maintained.
- 5. Notifications: Where required by applicable law, each party ("Notifier") will inform the other promptly after any inquiry, communication, request or complaint relating to Notifier's processing of the personal data transferred by the other party to the Notifier under this Appendix which is received from: (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.
- 6. <u>Use and Restrictions on Use:</u> Notwithstanding the information that you are entitled to use from the Services and distribute to third parties to the extent permitted by the Agreement, you shall not distribute or use any personal data to which you have had access when receiving the Services other than for the Permitted Purpose.
- 7. Security: The parties shall implement appropriate technical and organisational measures to protect the Data from: (i) accidental, unauthorized or unlawful destruction and (ii) loss, alteration, unauthorised disclosure of or access to the Data.

#### 8. International Transfer of Data:

- 8.1 This Clause 8 and the relevant Standard Contractual Clauses, as modified by the UK Addendum where required by Applicable Data Protection Law, shall apply only with respect to Data transferred from or relating to residents of an Origin Jurisdiction to S&P Global Ratings and its affiliates in a Destination Jurisdiction.
- 8.2 S&P Global Ratings may process (or permit to be processed) any Data in any jurisdiction (including any Destination Jurisdiction) or receive and make Restricted Transfers in relation to any Data provided that it does so in accordance with Applicable Data Protection Law.
- 8.3 To the extent required under Applicable Data Protection Law, the relevant Standard Contractual Clauses (as set forth at <a href="https://www.spglobal.com/">https://www.spglobal.com/</a> assets/documents/ratings/scc landing page.pdf) shall: (i) apply, to the extent required by Applicable Data Protection Law, to Restricted Transfers by you (as Data Exporter) to S&P Global Ratings (as Data Importer); (ii) be deemed to be populated with your details as set out in the Agreement; (iii) be incorporated into and made a part of this Appendix; and (iv) be deemed to be executed by you executing the Agreement.
- 8.4 To the extent that the Controller-to-Controller Standard Contractual Clauses apply between S&P Global Ratings and you:
- (a) Where the Origin Jurisdiction is not within the European Economic Area, the Controller-to-Controller Standard Contractual Clauses shall be construed in light of the equivalent provisions of relevant Applicable Data Protection Law of the Origin Jurisdiction insofar as Applicable Data Protection Law requires, and in particular references within the Controller-to-Controller Standard Contractual Clauses: (i) to provisions of the GDPR shall be read as being references to any equivalent provisions in the Applicable Data Protection Law of the Origin Jurisdiction; (ii) to Member States and the Union shall be read as being references to the relevant Origin Jurisdiction; and (iii) to third countries shall be read as being references to the relevant Destination Jurisdiction, in each case as the context requires and (iv) shall be interpreted as modified by the UK Addendum where required by Applicable Data Protection Law;
- (b) Each party shall perform its obligations under the Standard Contractual Clauses at its own cost; and
- (c) If the Controller-to-Controller Standard Contractual Clauses are amended or replaced, the parties agree to take steps to put in place any amended or replacement version between them, as required by Applicable Data Protection Law.
- 8.5 To the extent permissible by law, the terms of the Agreement and this Appendix, including without limitation in relation to the parties' liability to each other, shall also apply in relation to the Standard Contractual Clauses.
- 9. <u>Survival</u>: This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P Global Ratings may continue to process the Data, provided that such processing complies with

the requirements of this Appendix and Applicable Data Protection Law.

### AGENDA ITEM # J-7

### AGENDA INFORMATION MT. VERNON CITY COUNCIL COMMUNICATION

DATE:

May 5, 2025

**AGENDA ITEM:** Water's Edge Invoice #11142

**ACTION:** 

Motion

**SYNOPSIS:** Water's Edge has submitted an invoice in the amount of \$7,400 for work conducted through March. The pool project is still projected to be complete by the proposed opening.

**BUDGET ITEM: Bond** 

**RESPONSIBLE DEPARTMENT:** City Administrator

MAYOR/COUNCIL ACTION: Motion

**ATTACHMENTS:** Invoice



1153 Southwest Blvd, Suite 202 Kansas City, KS 66103 913-438-4338

Mount Vernon, IA - City of

Invoice number Date 11142

Matt Siders

04/16/2025

Project 23-530 MOUNT VERNON, IA - POOL IMPROVEMENTS

Services Through March 31,2025

Description	Contract Amount	Percent Complete	Remaining Percent	Prior Billed	Total Billed	Remaining	Current Billed
Planning							
Evaluation	10,700.00	100.00	0.00	10,700.00	10,700.00	0.00	0.00
Design							
Design Development	31,500.00	100.00	0.00	31,500.00	31,500.00	0.00	0.00
Final Design/CDs	102,900.00	100.00	0.00	102,900.00	102,900.00	0.00	0.00
Bidding/Negotiation	5,250.00	100.00	0.00	5,250.00	5,250.00	0.00	0.00
Subtotal	139,650.00	100.00	0.00	139,650.00	139,650.00	0.00	0.00
Construction Administration	70,350.00	82.16	17.84	50,400.00	57,800.00	12,550.00	7,400.00
Total	220,700.00	94.31	5.69	200,750.00	208,150.00	12,550.00	7,400.00

Invoice total 7,400.00

WE'VE MOVED! PLEASE NOTE OUR NEW ADDRESS!

Terms are Net 30

Email: info@wedesignpools.com

Visit us on the web at wedesignpools.com

### Statement

Water's Edge Aquatic Design 1153 Southwest Blvd, Suite 202 Kansas City, KS 66103 913-438-4338

Mount Vernon, IA - City of

Statement date: 4/18/2025

				Invoice Number	Invoice Date	Amount
unt Vernon, IA - City of	nga Mila					
3-530 Mount Vernon, IA	- Pool Improve	ments				
				11110	2/14/2025	500.00
				Clie	ent Outstanding	500.00
Mount Vernon, IA - City	of			Active		
Outstanding	Current	31-60 Days	61-90 Days	91-120 Days	121+ Days	Prepayment
500.00	0.00	0.00	500.00	0.00	0.00,	0.00

### AGENDA ITEM # J-8

### AGENDA INFORMATION MT. VERNON CITY COUNCIL COMMUNICATION

**DATE:** May 5, 2025

AGENDA ITEM: Replacement Video Management Server

**ACTION:** Motion

**SYNOPSIS:** The video management server for the LBC has reached the end of its five year life cycle. Tri-City Electric Co. has submitted a quote for the replacement server in the amount of \$12,045. Tri-City Electric was the contractor used for the camera installation project.

**BUDGET ITEM:** LBC

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

**ATTACHMENTS:** Invoice



**CONFIDENCE DELIVERED:** 

April 29, 2025

Matt Siders Lester Buresh Center

RE: Replacement Video management server Estimate Number: 32779

Matt,

Tri-City Security Solutions, a division of Tri-City Electric Co., is pleased to provide the following proposal for replacing the existing video surveillance server with a new server.

#### Scope of work:

Includes:

- Provide and install one (1) ACPUR8-2U-56TB Ultra series recording server.
- Basic setup, adjustment, and programming is included.

#### Excludes:

- Any allowances, bonds, permit fees.
- Any 110VAC power wiring, boxes, rough-ins, conduit, or cable trays.
- Any security cabling or pathways.
- Any electric strikes, electrified door hardware or power supplies.
- Any cameras, software, licenses, or field devices.
- PoE network switches, network electronics and PC's.
- BIM coordination.
- UPS backup.

All work to be between 7:00 AM and 3:30 PM, M-F.

### Video Surveillance System replacement server total: \$12,045.00

This quote does not include any sales taxes.

Thank you for the opportunity to quote this project. Please feel free to call with any questions concerning this quote.

Sincerely,

85

Sean Kirby Estimator Tri-City Security Solutions

Electrical Construction | Residential Services | Power Testing Solutions | Engineering & Integration | Electrical Services | Renewable Energy Structured Cabling | Security Solutions | Telecommunications | Audio/Visual | Safety | Drone Services | Information Technology Solutions | Cultivation Services



**CONFIDENCE DELIVERED.**\*

Phone: 563,823,1663

E-mail: skirby@tricityelectric.com

Due to the increasing rise in copper, aluminum, steel and PVC products Tri-City Electric reserves the right to review and adjust all material pricing on a daily basis. Bid is based on the daily market rate for goods and commodities reflected by the submitted date of this proposal. Tri-City Electric reserves the right to increase said bid accordingly to reflect the market rates on the day of receipt of the Purchase Order. Changes will be shown in documentation through commercial quotes, invoices, and/or receipts for such goods and commodities if applicable. Bid is subject to the terms of a mutually acceptable contract. Tri-City Electric shall have the option to withdrawal this proposal if not accepted within 14 days from its date. Work is to be performed during a standard 8-hour workday between 7:00 AM and 3:30 PM, Monday through Friday. Payments are due every 30 days as the work progresses. A 1.5% service charge will be applied to all outstanding account balances over 30 days past due.

Given the volatility in material and equipment costs, as well as delivery dates, due to issues outside our control or because of unforeseen events, such as strikes/disruptions in the transportation sector, natural disasters, and changes in law (for example, tariffs), our pricing is based on current market conditions at the time of this proposal. Should our costs increase, or delivery dates change as a result of such events, we reserve the right to adjust the contract price and/or receive an extension of time due to delayed delivery dates accordingly.

#### **Excavation Notes**

Proposal is based on normal soil conditions for trenching, auguring and excavation. If TCE encounters rock, debris, old foundations, high water, loose or unstable soil conditions additional charges will be added respectively. All excavation spoils are to remain on site. If included in bid for removal is based on CLEAN, Non-Contaminated soil removal and does not include remediation or special hauling fees, treatment charges and special permits relating to contaminated soils. Owner/General Contractor is responsible for all excavated areas if not specified and included in the scope of work.

#### Non-Solicitation of Employees

By acceptance of this proposal, customer agrees not to directly or indirectly recruit, solicit, hire or induce any employee of Tri City Electric Company or any affiliate thereof, to terminate his or her employment with Tri City Electric Company. This restriction does not apply to solicitation of any employee of Tri City Electric Company or any affiliate thereof, who Tri City Electric Company has terminated due to job elimination or reduction in work force. Contractor agrees that it must obtain written consent from Tri City Electric Company prior to hiring any such Tri City Electric Company employee. The duties, objections and restrictions set forth in this paragraph shall expire upon the first anniversary of the conclusion date of the engagement contemplated in this proposal.

#### Force Majeure

If the Subcontractor is delayed at any time in the commencement or progress of the Work by diseases, epidemics, pandemics, including but not limited to labor or material shortages, unusual delay in deliveries, restrictions on access or travel, unavoidable casualties or other causes beyond the Subcontractor's control, then the contract times shall be extended.

#### Other Terms

TCE is proposing a price for the scope of its work based on the assumption the parties will execute a commercial reasonable subcontract agreement, such as an unmodified ConsensusDOC 751, Short Form Agreement between Contractor and Subcontractor, or AIA A401, Standard Form of Agreement between Contractor and Subcontractor.

Tri-City Technologies takes the security of our customers' networks seriously. Customers of our products and services with connections to the internet must understand and agree to regularly update the firmware, perform software patches and updates of such equipment to maintain optimal security. Failure to update firmware and software may expose the equipment to potential security vulnerabilities and increase the risk of unauthorized access. This proposal, unless specifically stated, does not include any labor or services to perform said firmware or software patches and updates. By using our products, you acknowledge and accept responsibility for ensuring that all connected equipment is kept up to date with the latest firmware and software patches provided by the manufacturers. Furthermore, password best practices should be taken into consideration as Tri-City Technologies is not responsible for maintaining or updating passwords. Tri-City Technologies shall not be held liable for any damages, losses, or liabilities arising from security breaches or unauthorized access to connected equipment resulting from the failure to

Electrical Construction | Residential Services | Power Testing Solutions | Engineering & Integration | Electrical Services | Renewable Energy Structured Cabling | Security Solutions | Telecommunications | Audio/Visual | Safety | Drone Services | Information Technology Solutions | Cultivation Services



#### **CONFIDENCE DELIVERED.**\*

update firmware and software as recommended by the manufacturers. Tri-City Technologies can provide these services under a maintenance contract if desired, please contact your Tri-City Technologies contact to learn more and receive maintenance contract pricing.

#### AGENDA ITEM # J – 9

# AGENDA INFORMATION MT. VERNON CITY COUNCIL COMMUNICATION

**DATE:** May 5, 2025

**AGENDA ITEM:** Pay Application #1 – LBC Generator Project

**ACTION:** Motion

**SYNOPSIS:** Hawkeye Electric has received and stored the Gillette Generator that was quoted for the LBC Generator project. Pay application #1 is in the amount of \$66,220.

**BUDGET ITEM:** Grant/LBC

**RESPONSIBLE DEPARTMENT:** City Administrator

MAYOR/COUNCIL ACTION: Motion

**ATTACHMENTS:** Invoice

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/2025

# Application and Certification for Payment AIA Type Document

Mt Vernon, IA 52314 TO (OWNER): City of Mt Vernon 213 First Street NW

PROJECT: Lester Buresh 150W Generator 855 Palisades Rd SW 95293024

Mt Vernon, IA 52314

FROM (CONTRACTOR): Hawkeye Electrical Contractors of Cedar R: VIA (ARCHITECT):

1710 Hawkeye Drive Hiawatha, IA 52233

PO Box 236

PERIOD TO: 4/30/2025 INVOICE NO: 59523 APPLICATION NO:

OWNER ARCHITECT CONTRACTOR

**ARCHITECT'S** PROJECT NO:

Page 1 of 2

DISTRIBUTION

CONTRACT FOR: Generator Lester Buresh

# CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached

194,462.00 49 I. ORIGINAL CONTRACT SUM

69 2. Net Change by Change Orders

66,220.80 194,462.00 69 3. CONTRACT SUM TO DATE (Line 1 + 2)...

4. TOTAL COMPLETED AND STORED TO DATE ...... \$

# 5. RETAINAGE:

0.00 0.00 % of Completed Work ä

0.00 0.00 % of Stored Material ۵

₩ Total retainage (Line 5a + 5b) ...

<del>()</del> 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

₩: 8. CURRENT PAYMENT DUE

0.00

66,220.80

69

BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

128,241.20

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	00'0	

belief the work covered by this application for Payment has been completed in accordance with the Confract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and current payment shown herein is now due.

CONTRACT DATE:

CONTRACTOR: Hawkeye Elgoprical Contractors of Cedar Rapids, LTD 1710 Hawkeye Drive PO Box 236

0.00

\$2233

Date: 04/29/2025

State of: IA

By:

County of: Linn

29th Subscribed and Swgm to before me this

My Commission Expires: 03/09/2027 Cleam Notary Publig

0.00

66,220.80

Commission Number 739569 My Commission Expires LEEANN S MOORE March 9, 2027 E TON

April

# ARCHITECT'S CERTIFICATE FOR PAYMENT

is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. knowledge, information and belief the Work has progressed as indicated, the quality of the work In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's

AMOUNT CERTIFIED......

(Attach explanation if amount certified differs from the amount applied, Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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TriAcTORI): Hawkeye Electrical Contractions of Ceclar Rt. VIA (ARCHITECT): RACCHITECTS : RACCHITECTS	TO (OWNER): City of Mt Vernon 213 First Street, INW Mt.Vernon, 1A 52314		PROJECT:	Lester Buresh 150W Generator 95293024 855 Palisades Rd SW Mt Vernon. IA 52314	rator	APPLICATION NO: 1 PERIOD TO: 4/30/2025	O: 1 /2025	10: -07 -00	DISTRIBUTION TO: OWNER ARCHITECT
SCHEDULE         PREVIOUS         COMPLETED         STORED         COMPLETED           VALUE         APPLICATIONS         THIS PERIOD         STORED         0.00         BALANCE           66.220.80         0.00         0.00         0.00         0.00         0.00         0.00           37.951.20         0.00         0.00         0.00         0.00         0.00         0.00         0.00           9.493.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00	FROM (CONTRACTOR): Hawkeye Ejectrical Confr 1710 Hawkeye Drive PO Box 236. Hiawathai lla 52233	ctors of Gedar Re	VIA (ARCHITECT):			ARCHIECTIS PROJECT NO:			ONTRACTO
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#### AGENDA ITEM # J - 10

# AGENDA INFORMATION MT. VERNON CITY COUNCIL COMMUNICATION

DATE:

May 5, 2025

AGENDA ITEM: Tree Debris and Storm Removal

**ACTION:** 

Motion

**SYNOPSIS:** The city has finally found a home for the remainder of the derecho storm debris. Chopper's Grinding Service will grind and remove everything but the finished compost pile from the Bryant Rd. Public Works site for approximately \$47,500. This project will not be completed and billed until the start of the next fiscal year.

**BUDGET ITEM:** Solid Waste

**RESPONSIBLE DEPARTMENT:** City Administrator

MAYOR/COUNCIL ACTION: Motion

**ATTACHMENTS:** Proposal

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/2025

#### **Choppers Grinding Service**

2321 Hwy 6 Atalissa, IA 52720

April 29, 2025

To: Eldon Downs

Location: Mt. Vernon, IA

**Subject: Compost Screening and Hauling Estimate** 

Dear Eldon,

This letter serves as an estimate for screening compost piles, removing oversized materials, and hauling them away, leaving a high-quality finished compost on-site. Based on our on-site evaluation conducted on April 29, 2025, we estimate that you currently have approximately **10,000 cubic yards** of compost material at your location.

#### Scope of Work:

- yards per hour (pending optimal moisture content). Screening compost piles to remove large and unprocessed materials.
- Processing approximately 200 cubic yards /hr.
- Estimated total screening time: 50 hours.
- Hauling of oversized screened-off material.

#### Rate Summary:

- Screener: \$200/hour
- Loader: \$150/hour
- Hauling of oversized material: \$150/hour, approximately 2.5 hours per round trip

#### **Estimated Total Time:**

50 hours total estimated for screening work. Hauling hours will vary based on final volume of oversized material.

#### **Optional Compensation Adjustment:**

If there is interest in **Choppers Grinding Service** hauling away the finished compost material, we are open to discussing a **partial trade** as compensation for our work. This could reduce your overall cost.

#### **Terms and Conditions:**

- 1. This estimate is valid till July 1st, 2025.
- 2. Work is contingent upon site accessibility and acceptable working conditions (weather and moisture content).
- 3. Final invoice will be based on actual time and materials used.
- 4. A minimum 4-hour charge applies per equipment mobilization.

- 5. For Optimal savings if you are going to proceed with this portion of this estimate you will not be recharged for the mobilization portion.
- 6. Payment terms: Net 15 days from invoice date unless otherwise agreed in writing. If this estimate and scope of work are acceptable, please sign and return a copy of this letter. Payment deferred to after July 1<sup>st</sup>, 2025 But no later than July 15<sup>th</sup>.

We appreciate the opportunity to assist with your compost processing needs.

Sincerely,

### Choppers Grinding Service

2321 Hwy 6 Atalissa, IA 52720

Accepted by:		
Name:		
Signature:		
Date:		

SERVICE AGREEMENT
This Service Agreement ("Agreement") is made and entered into on this day of, 2025, by and between:
Choppers Grinding Service, hereinafter referred to as "Contractor," and
hereinafter referred to as "Client."
1. Scope of Work  The Contractor agrees to provide tree and brush removal services on the Client's property located at the above address.
<ul> <li>2. Payment</li> <li>The total cost for the services described above shall be Ten Thousand Dollars (\$10,000).</li> <li>Payment shall be made as follows: <ul> <li>[] Upon completion of work</li> <li>[] 50% upfront, 50% upon completion</li> <li>[] Other:</li></ul></li></ul>
(Payment terms to be selected and agreed upon by both parties.)
3. Timeframe  Work is to commence on or about, 2025, and is expected to be completed by, 2025, weather and unforeseen circumstances permitting.
<ul> <li>4. Responsibilities</li> <li>The Contractor shall:</li> <li>Provide all necessary labor, tools, and equipment to complete the work.</li> <li>Ensure all debris is removed or disposed of per Client instructions or local regulations.</li> <li>Comply with applicable laws and regulations.</li> </ul>
The Client shall: - Provide access to the worksite Make payments in accordance with this Agreement.

#### 5. Liability

The Contractor shall maintain appropriate insurance and is responsible for any damages resulting from negligence or failure to perform work as agreed.

#### Choppers Grinding Service | 1475 Moscow Rd, Moscow, IA 52760

#### 6. Termination

Either party may terminate this Agreement with written notice if the other party fails to comply with the terms herein. In the event of termination, the Client shall pay for all services rendered up to the termination date.

#### 7. Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes all prior discussions or agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.	
(Client)	
Date:	
Choppers Grinding Service (Contractor)	
Ву:	
Title:	
Date:	

#### AGENDA ITEM # J – 11

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

DATE:

May 5, 2025

AGENDA ITEM: V&K Invoice #51361-10

ACTION:

Motion

SYNOPSIS: Invoice #51361-10 is in the amount of \$11,213.40. This work is related to the IaDOT Hwy Reconstruction Project.

**BUDGET ITEM: RUT** 

**RESPONSIBLE DEPARTMENT:** City Administrator

MAYOR/COUNCIL ACTION: Motion

**ATTACHMENTS:** Invoice

DATE PREPARED: 5/2/2025 PREPARED BY: Chris Nosbisch



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

April 25, 2025

Invoice No:

51361 - 10

			Project M	anager Dave	Schechinger
Engineering services for	Highway 1 Reconstruction - D	esign Services			
<b>Professional Serv</b>	ices from March 23, 20	25 to April 19, 2025			
<b>Professional Pers</b>	onnel				
		Hours	Rate	Amount	
Engineer IX		1.00	121.00	121.00	
Engineer X		29.00	106.00	3,074.00	
Technician I		48.00	122.00	5,856.00	
Technician VI		25.00	80.00	2,000.00	
	Totals	103.00		11,051.00	
	Total Labor				11,051.00
Unit Billing					
Mileage				162.40	
Ū	Total Units			162.40	162.40
			Total this	Invoice	\$11,213.40

#### AGENDA ITEM # J – 12

# AGENDA INFORMATION MT. VERNON CITY COUNCIL COMMUNICATION

DATE:

May 5, 2025

AGENDA ITEM: V&K Invoice #51378-7

**ACTION:** 

Motion

**SYNOPSIS:** Invoice #51378-7 is in the amount of \$17,036. This work is related to the Rachel Street Expansion Project.

**BUDGET ITEM:** Bond

**RESPONSIBLE DEPARTMENT:** City Administrator

MAYOR/COUNCIL ACTION: Motion

**ATTACHMENTS:** Invoice

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/2025



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

April 25, 2025

Invoice No:

51378 - 7

			Project M	anager Dave S	Schechinger
Engineering services for Professional Services Professional Pers	Rachel Street Preliminary Design ices from March 23, 2025	to April 19, 2025		8	
Professional Pers	Office	Hours	Rate	Amount	
Clerical II		2.00	89.00	178.00	
Engineer I-A		6.00	237.00	1,422.00	
Engineer II-A		15.00	198.00	2,970.00	
Engineer VI		16.00	140.00	2,240.00	
Engineer VII		14.00	135.00	1,890.00	
Engineer IX		34.00	121.00	4,114.00	
Engineer X		39.50	106.00	4,187.00	
Eligineer X	Totals	126.50		17,001.00	
	Total Labor				17,001.00
Reimbursable Exp	penses			25.00	
Travel				35.00	35.00
	Total Reimbursables			35.00	33.00
			Total this	Invoice	\$17,036.00

K. Reports-Received/File

# 50 Years of Excellence!



2024 Annual Report
Lisbon-Mt Vernon Ambulance Service

## **Director's Update**



# 50 Years of EMS Excellence – And Still Going Strong!

In July 2024, the Lisbon–Mount Vernon Ambulance Service (LMVAS) celebrated 50 years of continuous operations. LMVAS was founded by concerned citizens after an incident in which an ambulance took 45 minutes to arrive while a man lay in the street after being struck by a vehicle.

Fifty years later, LMVAS continues to

provide community-oriented care—now at a critical care level. This is made possible through the dedication of over thirty volunteer members and a full-time service director, who respond to more than 850 calls for service each year.

LMVAS has grown into more than just an ambulance service transporting the sick and injured. Today, we also play a vital role in community education, advocacy, and prevention. In a rural community, LMVAS often serves as the first point of contact with the healthcare system following acute illness or the worsening of chronic conditions.

In 2024, we successfully completed a fundraising campaign that raised over \$45,000 in donations to help purchase a new ambulance. Scheduled to arrive in mid-2025, this new vehicle

will cost approximately \$70,000 more than the one we purchased in 2020—just one example of the rapidly increasing costs of EMS equipment and vehicles. Meanwhile, reimbursement for services has remained stagnant, widening the gap between revenue and expenses. That's why your support and donations are more important now than ever before.

LMVAS is proud to be your ambulance service and looks forward to serving the communities of Mount Vernon, Lisbon, and the surrounding areas for the next 50 years!

Sincerely,
Jake Lindauer, BS, NRP, FP-C
Director of EMS



Last Name	First Name	Length of Service	Level
Omar	Michelle	20 years	AEMT
Kiefer	lan	11 years	AEMT
Clough	Sarah	11 years	AEMT
Fleming	Dominique	7 years	RN/EMT
O'Neill	Tyler	7 years	RN/PM
Hanson	Mason	7 years	ССР
Bates	Dave	6 years	AEMT
Pienta	Anna	6 years	Paramedic
Lindauer*	Jacob	6 years	ССР
Julseth	Russ	6 years	Driver
Day	Madison	5 years	ССР
Andrews	Chris	5 years	Driver
Fadden	Kyler	4 years	RN/PM
Koch	Austin	4 years	ССР
VanDeusen	Alex	3 years	AEMT
Thayer	Amanda	2 years	EMT
Carpenter	Laurie	3 years	AEMT
Koffron	Jayna	3 years	AEMT
Frank	Tanner	2 years	AEMT
Weaver	Kerri	2 years	AEMT
Pierson	Kyle	2 years	AEMT
Mancke	Darren	2 years	AEMT
Kamon	Mikayla	2 years	EMT
Casey	Jayden	2 years	EMT
Strauch	Patrick	2 years	Driver
Handlin	Elinor	2 years	EMT
Hoekstra	Eric	2 years	Driver
Fluharty	Dawson	2 years	AEMT
Nuckolls	Matt	2 years	EMT
Kairies	Elin	1 year	EMT
Gehrke	Todd	1 year	EMT
Sutton	RJ	1 year	EMT
Rodgers	Bry	1 year	CCP
Turnis	Dan	1 year	ССР
Berry	Maddie	8 months	Paramedic
Smith	Jill	8 months	EMT
Ciari	Mason	8 months	EMT
Hansen	Quinn	8 months	Paramedic
Jasa	Matt	5 months	Paramedic
Wheeler	Cora	4 month	EMT

# **Members**



Care
Commitment
Community



\*Paid staff Members who served in 2024.

Vanous	Tyler	2 months	Driver
Werner	Tessa	2 months	EMT
Hamadziripi	Tanatswa	2 months	Driver

# Leadership

Director: Jake Lindauer, BS, NRP, FP-C

Medical Director: Dr. Anthony Carter, DO

**Board Directors:** 

President: Doug Shannon, Mt. Vernon

Vice President: Derek Boren, Mt. Vernon

Secretary: Lori Lynch, Mt. Vernon

Treasurer: Nikki Sporrer, Lisbon

Representative: Michelle Omar, Mt. Vernon

Representative: Jeff Silver, Lisbon

Representative: Julie Light, Lisbon

Representative: Brian Courtney, Lisbon

Volunteer Representative: Patrick Strauch, Lisbon



## **Highlights**

- On July 26<sup>th</sup>, LMVAS celebrated 50 years of EMS operation! Incorporated to provide a community focused care service 50 years ago, LMVAS continues to provide communityoriented care and delivery of high-quality critical care today!
- LMVAS Advanced EMT and former Chief, Michelle Omar, celebrated 20 years of dedicated service to LMVAS. Michelle continues to be an active member of the service and serves as a Mount Vernon representative on the LMVAS Board of Directors.
- Several LMVAS members advanced their education or enrolled in a class to advance their education in 2024. These members include Darren Mancke, AEMT; Dawson Fluharty, AEMT; and Kerri Weaver, AEMT. Great work and an awesome achievement by all!
- Car 50, a 2023 Tahoe Special Services Vehicle, was placed into service. This vehicle replaced a 2014 Ford Explorer Utility that was donated to LMVAS by the City of Mount Vernon as a retired police car. Car 50 serves as an ALS quick response vehicle to deliver an LMVAS paramedic prior to ambulance arrival as well as is used on mutual call outs to assist other agencies with paramedic care. By purchasing a new unit, LVMAS was able to add medication coolers and other items specific to EMS functionality.
- Training was a big theme for 2024. Thanks to local community sponsors including Casey's General Stores and partnerships with Cornell College, LVMAS was able to host a two day pediatric critical care course for LVMAS paramedics, as well as flight paramedics and nurses from LifeGuard Air Ambulance. In addition to this course, LMVAS provided over 70 hours of EMS continuing education totaling nearly 25,000 student hours of training. To further support LMVAS training, LMVAS received over \$8,500.00 from the Greater Cedar Rapids Community Foundation, Linn County Grant to purchase an EMS specific manikin that will enhance the realisim in training for emergencies that may occur.

# **Operating Costs**

Revenue	Fiscal Year 2024
Transport Fees	\$380,725
Donations	\$56,140
Investments	\$9,621
Grants	\$52,603
Classes	\$2,897
City of Mount Vernon	\$30,800
City of Lisbon	\$18,514
Total	\$551,300

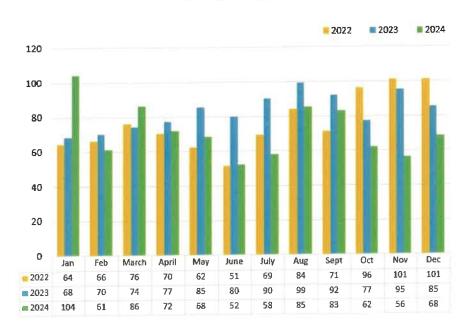
Expenses	Fiscal Year 2024
Vehicle Expense	\$21,175
Building Expense	\$13,325
Education & Training	\$27,821
Equipment Maintenance	\$14,144
Staffing+	\$147,921
Office Expense	\$26,497
General Admin	\$8,675
Pager & Radio	\$740
Uniform	\$935
Patient Supplies	\$15,576
Medications	\$3,822
Insurance	\$15,188
Public Relations	\$5,855
Professional Fees	\$43,264
Loan Interest	\$698
Volunteer Association	\$6,000
Total	\$351,636
+Staffing includes director salary, benefits, and member paid on call stipends.	
Capital Project Set-A-Side	\$52,182
Building Capital Expense	\$19,855
Equipment Capital Expense	\$49,918
Vehicle Capital Expense	\$77,709
Total	\$199,664

<sup>\*</sup>All totals rounded to the nearest dollar.

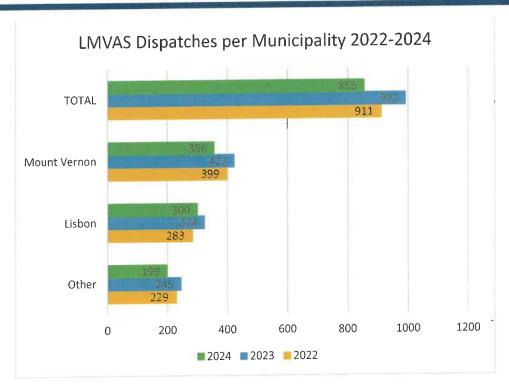
# **Call Stats**

Month	2024	% of Total	'23 v '22	2023	% of Total	'23 v '22	2022	% of Total	'22 v '21
Jan	104	12%	53%	68	7%	6%	64	7%	73%
Feb	61	7%	-13%	70	7%	6%	66	7%	89%
Mar	86	10%	16%	74	7%	-3%	76	8%	69%
Apr	72	8%	-6%	77	8%	10%	70	8%	49%
May	68	8%	-20%	85	9%	37%	62	7%	19%
Jun	52	6%	-35%	80	8%	57%	51	6%	-15%
Jul	58	7%	-36%	90	9%	30%	69	8%	-13%
Aug	85	10%	-14%	99	10%	18%	84	9%	2%
Sep	83	10%	-10%	92	9%	30%	71	8%	-15%
Oct	62	7%	-19%	77	8%	-20%	96	11%	57%
Nov	56	7%	-41%	95	10%	-6%	101	11%	68%
Dec	68	8%	-20%	85	9%	-16%	101	11%	63%
Total	855	100%	-14%	992	100%	9%	911	100%	29%
Avg/Month	71.3			82.7			75.9		
Avg/Day	2.3			2.7			2.5		

LMVAS Dispatches per Month



# **Call Stats – Location**



LMVAS Dispatches per Municipality	2024	% of Total
Other	199	23%
Lisbon	300	34%
Mt. Vernon	356	43%
TOTAL	855	

Frequent Locations					
Location	2024				
Lisbon Rehab	60				
Cornell College	35				
Hallmark Care Center	22				
UnityPoint Clinic	7				
Mercy Clinic	4				

# Call Stats - Type

Top 5 Dispa	tch Reasons
Falls	132
Sick Person	81
Traffic Collision	52
Breathing Problem	51
Chest Pain	38

Runs-Crews	
Primary Crew	554
Back-Up Crew	52
Third-Out Call (handled with mutual aid or from hospital)	11
Tier Crew	86
Standby Crew	18
Transfer Crew	38

Disposition						
Transport	485					
Patient Refusal	164					
Tier	91					
Cancelled	44					
Standby	44					
Treated (care transferred to other EMS unit)	6					

Missed Calls	23
911 Primary Crew	0
911 Back-Up Crew	1
Tier	1
Transfer	21

May 5, 2025 City Council Meeting 6:30 p.m. Cemetery Commission

Appreciation to the city staff for their help in grounds cleanup and maintenance.

#### Spring and Summer Plans:

- The 2021 assessment of 100 gravestones needing repair has been updated.
- Research by professional Tony Townsend on the 1812 military veterans' missing grave markers of Holman & Mitchell is completed. Forms are being submitted to the Veteran Affairs with approval expected in 2 months and erection of donated grave markers in May.
- Gravestone Restoration Specialist John Heider will present a 1-day cemetery
  preservation workshop in June in conjunction with 3 days of restoring broken
  stones. The city is funding Heider's expenses while the American Legion and Mt.
  Vernon Masonic Lodge are paying for the leveling, repairing and resetting of 13
  gravestones. Heider's workshop will be advertised in the Sun with hopes of
  finding volunteers interested in restoring and preserving the cemetery.
- 13 Cornell athletes led by Loren Nydegger donated their Sunday morning for the Methodist Church Workday on April 27 to clear brush and fallen branches from the cemetery.
- Research into green burials, family columbarium and group columbaria continues with the expertise of Jacob Wittrock of Stewart Baxter Funeral Services.
- Research Technology Director Mary de la Garza for the Office of the State
  Archaeologist proposed and is awaiting approval to bring University of Iowa
  students to the cemetery to conduct a drone survey of the areas under
  consideration for green burials and construction of a columbaria.
- Identification and location of missing Civil War military gravestones will begin with expectations that the Veteran Affairs will accept our documentation and donate new grave markers.
- Commission members will start the process of cleaning & preserving grave markers.
- An Eagle Scout project is in the works for the cemetery this August.

# 50 Years of Excellence!



2024 Annual Report
Lisbon-Mt Vernon Ambulance Service

### **Director's Update**



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Care Commitment



**Community** 

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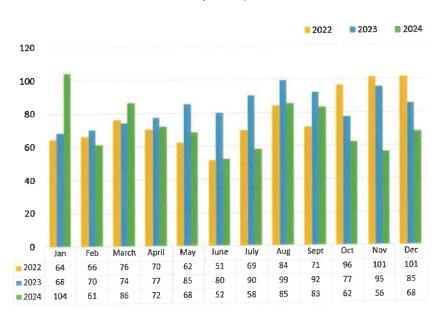
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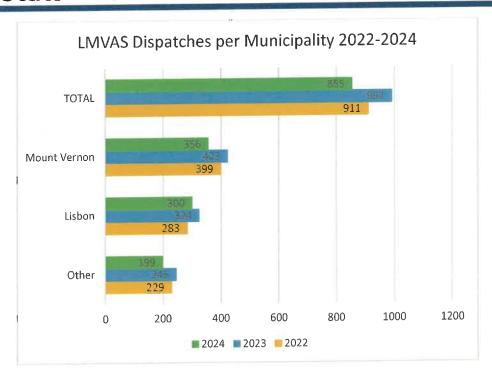
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May	68	8%	-20%	85	9%	37%	62	7%	19%
Jun	52	6%	-35%	80	8%	57%	51	6%	-15%
Jul	58	7%	-36%	90	9%	30%	69	8%	-13%
Aug	85	10%	-14%	99	10%	18%	84	9%	2%
Sep	83	10%	-10%	92	9%	30%	71	8%	-15%
Oct	62	7%	-19%	77	8%	-20%	96	11%	57%
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LMVAS Dispatches per Month



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11			
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Missed Calls	23
911 Primary Crew	0
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M. Reports Mayor/Council/Admin.

# CITY OF MT. VERNON CITY ADMINISTRATOR REPORT TO THE CITY COUNCIL May 5, 2025

- The next Cornell, MVCSD and City meeting will be held in the Cornell Commons on Tuesday, May 6, 2025.
- Staff will hold a Mount Vernon Wellness Program planning meeting on Friday, May 9, 2025.
- Staff will be attending a CPR/Stop the Bleed refresher class on Thursday, May 15, 2025.