

City of Mt. Vernon, Iowa

Meeting:	Mt. Vernon City Council Meeting
Place:	Mt. Vernon City Hall, 213 1st Street NW, Mt. Vernon, Iowa 52314
Date/Time:	January 5, 2026 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	January 2, 2026

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

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

You will be prompted for the following information:

1. Telephone #: 1-312-626-6799
2. Meeting ID: 810 8503 0885
3. Password: 884277

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

A. Call to Order

B. Agenda Additions/Agenda Approval

C. Communications:

1. Unscheduled

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

D. Consent Agenda

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

1. Approval of City Council Minutes – December 15, 2025, Regular Council Meeting

E. Public Hearing

1. None

F. Ordinance Approval/Amendment

1. Ordinance #12-1-2025A: Providing for the Vacation and Conveyance of that Public Alley Adjacent to Lots 1,2,7, and 8 in Block 3 of Halls 1st Addition to the City of Mount Vernon, Iowa
 - i. Motion to approve the third and final reading

G. Resolutions for Approval

1. None

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 the Replacement of Wireless Access Points (WAP) - LBC – Council Action as Needed
3. Discussion and Consideration of JMT Invoice #5-275814 – HPC Design Guidelines – Council Action as Needed
4. Discussion and Consideration of Polling Place Agreement 2026 – Linn County – Council Action as Needed
5. Discussion and Consideration of Replacement Awnings for City Hall – Council Action as Needed
6. Discussion and Consideration of Setting a Public Hearing Date for Consideration of an Ordinance Establishing an Electric Transmission Franchise Agreement Between the City of Mount Vernon and ITC Midwest LLC – Council Action as Needed
7. Discussion and consideration of a Professional Services Agreement with Snyder and Associates for the Creation of an EMS District Plat - Council Action as Needed
8. Discussion and Consideration of Purchasing and Equipping a Patrol Vehicle – Council Action as Needed
9. Discussion and Consideration of Pay Estimate #2 with Rathje Construction – Rachel Street Improvements – Council Action as Needed

K. Reports to be Received/Filed

1. None

L. Discussion Items (No Action)

1. None

M. Reports of Mayor/Council/Administrator

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

N. Adjournment

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

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

D. Consent Agenda

December 15, 2025
City Council Minutes
213 1st Street NW
Mount Vernon, Iowa 52314

The Mount Vernon City Council met December 15, 2025, at City Hall, 213 1st Street NW, Mount Vernon, IA. A Zoom option was available. The following Council members were present: Tuerler, Engel, West, Rose and Andresen.

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

Council and those in attendance observed a moment of silence to recognize the loss of local Fire Department member, Adam Dake, who recently passed away and his years of service with the Mount Vernon Fire Department.

Agenda Additions/Agenda Approval. Motion made by Tuerler, seconded by Andresen to approve the Agenda as noted. Motion carries.

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

Approval of City Council Minutes – December 1, 2025, Regular Council Meeting

Ordinance Approval/Amendment

Ordinance #11-17-2025A: Granting to Interstate Power and Light Company, its Successors and Assigns, a Non-Exclusive Twenty-Five Year Franchise to Acquire, Construct, Erect, Maintain, and Operate and Electric Power and Transmission System in the City of Mount Vernon, Iowa. Staff has not received any verbal or written communication regarding this ordinance since the second reading. Motion made by Tuerler, seconded by Rose to approve the third and final reading of Ordinance #11-17-2025A. Roll call all yes. Ordinances passes.

Ordinance #12-1-2025A: Providing for the Vacation and Conveyance of that Public Alley Adjacent to Lots 1,2,7, and 8 in Block 3 of Halls 1st Addition to the City of Mount Vernon, Iowa. Staff has not received any verbal or written communication regarding this ordinance since the first reading. Motion made by Tuerler, seconded by West to approve the second reading of Ordinance #12-1-2025A. Roll call all yes. Ordinance passes its second reading.

Resolutions for Approval

Resolution #12-15-2025A: Designating The Sun as the Official Newspaper for Publications for the City of Mount Vernon from January 1, 2026 to December 31, 2027. This resolution is completed every two years. The City utilizes the Sun as our legal newspaper for minutes, public notices and other publications. Motion made by West, seconded by Andresen to approve Resolution #12-15-2025A. Roll call all yes. Resolution passes.

Resolution #12-15-2025B: Approving the Disposal of Municipal Property. A list of City-owned property designated for disposal is included in Exhibit A of the resolution. These items will be listed on GovDeals or otherwise disposed of in accordance with City procedures. Motion made by Rose, seconded by Engel to approve Resolution #12-15-2025B. Roll call all yes. Resolution passes.

Motions for Approval

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

PAYROLL	CLAIMS	124,392.15
EMPLOYEE BENEFIT SYSTEMS	GROUP INSURANCE-ALL DEPTS	36,691.89
REPUBLIC SERVICES #897	GB,RECYL-SW RESIDENTIAL	25,121.70
MODERN CONCRETE INC	PAY APP #2-SIDEWALK IMPROV	23,419.70
FISHER DRYWALL INC	DRYWALL-PW BLDGS	17,203.16
US BANK	CREDIT CARD PURCHASES-ALL DEPTS	16,014.46
REPUBLIC SERVICES #897	GB,RECYL-SW COMMERCIAL	15,559.87
TRI-CITY ELECTRIC	REPLACEMENT CAMERA SERVER-LBC	12,638.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	9,414.42
WIENEKE LAND SOLUTIONS	FERTILIZER/WEED CONTROL-P&REC	7,290.00
LINN CO-OP OIL CO	FUEL-ALL DEPTS	4,932.65
LINDER TIRE SERVICE	EQUIP MAINT-PW	4,531.66
TREASURER STATE OF IOWA	WET TAX	4,013.36
RC TECH	AV EQUIP-LBC	3,330.71
TREASURER STATE OF IOWA	SALES TAX	3,286.93
STATE HYGIENIC LAB	TESTING-SEW	2,388.00
TROJAN TECHNOLOGIES	EQUIP MAINT-SEW	2,199.48
RED LION RENEWABLES	SOLAR ELECTRIC-P&A,PD,LBC	2,152.62
LYNCH DALLAS PC	LEGAL FEES-P&A	1,914.00
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-ALL DEPTS	1,900.00
P&K MIDWEST INC	EQUIP MAINT-PW	1,493.82
HENDERSON PRODUCTS INC	EQUIP MAINT-RUT	1,115.82
RHINO INDUSTRIES INC	SLUDGE THICKENER-SEW	1,107.00
PITNEY BOWES	METER POSTAGE-ALL DEPTS	1,000.00
NIGHT SHIFT LLC	CLEANING SERVICE-CITY HALL	959.21
CATERPILLAR FINANCIAL SERVICES	GENERATOR-PD	949.39
NIGHT SHIFT LLC	CLEANING SERVICE-PD	920.70
MOUNT VERNON BANK & TRUST CO	2020 GO INTEREST	900.00
FUTURE LINE TRUCK EQUIPMENT	EQUIP MAINT-RUT	877.73
DE NOVO MARKETING	WEBSITE/HUBSPOT SUPPORT-ALL DEPTS	825.00
BANKCARD 8076	CREDIT CARD FEES-LBC,P&REC	820.14
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	803.41
AMAZON CAPITAL SERVICES	SUPPLIES-PW	719.88
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	683.67
CARQUEST OF LISBON	EQUIP MAINT-RUT,WAT	564.99
WHKS & COMPANY	CEMETERY GIS MAPPING	524.08
MOUNT VERNON ACE HARDWARE	SUPPLIES-FD TRAINING FACILITY	468.82
KATEY FOREST	MEALS-LBC,POOL,P&REC	450.00
RICKARD SIGN AND DESIGN CORP	SIGNS-PD	450.00
KIECKS	UNIFORMS-FD	449.35
L.L. PELLING CO INC	COLD PATCH-RUT	438.70
DSG	SUPPLIES-WAT	438.37
AMAZON CAPITAL SERVICES	SUPPLIES-PW	424.76
UNDER HILL TRUCK & AUTO REPAIR	VEHICLE MAINT-FD	412.19
US CELLULAR	CELL PHONE-PD	399.20
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	397.11
IOWA PRISON INDUSTRIES	SIGNS-RUT	381.04
ECICOG	DOWNTOWN REVITALIZATION APP	375.00
POSTMASTER	1ST CLASS PRESORT FEE-ALL DEPTS	370.00
INTERMEDIA COMMUNICATIONS	PHONE SERVICES-CITY HALL	351.96

MEDIACOM	PHONE/INTERNET-SEW	351.32
AMAZON CAPITAL SERVICES	SUPPLIES-FD	342.17
DE NOVO MARKETING	WEBSITE SUPPORT-LBC	325.00
FELD FIRE	UNIFORMS-FD	325.00
MEDIACOM	PHONE/INTERNET-PW	316.31
CITY LAUNDERING CO	SERVICES-LBC	301.82
SUE ASTLEY	SUPPLIES,TRAINING,POSTAGE-HPC	272.10
BON APPETIT	MEALS-HPC	266.64
CURTIS ENGLISH	PORTABLE RR RENTALS-P&REC	260.00
IOWA SOLUTIONS INC	COMPUTER MAINT-PD	255.00
MODERN CONCRETE INC	AMENDED PAY APP #1-SIDEWALK IMPROV	251.08
HAWKEYE FIRE & SAFETY	SUPPLIES-FD	243.00
KONE INC	ELEVATOR MAINT CONTRACT-P&A	223.29
KONICA MINOLTA PREMIER FINANCE	COPIER LEASE-LBC	210.50
SIMMERING CORY IOWA CODIFICATION	CODE SUPPLEMENTS-P&A	205.00
BANKCARD 8076	REFUND-LBC	195.25
GALLS LLC	UNIFORMS-PD	193.43
GRAYBILL COMMUNICATIONS	EQUIP MAINT-PW	192.00
CITY LAUNDERING CO	SERVICES-CITY HALL	180.70
HDC PRINTED PRODUCTS	TAX FORMS-ALL DEPTS	179.58
BATTERIES + BULBS	EQUIP MAINT-WAT	171.90
BANKCARD 8076	REFUND-LBC	170.25
MENARDS	DOOR-PW FACILITIES	164.56
REXCO EQUIPMENT INC	EQUIP MAINT-PW	163.37
FAREWAY STORES INC #257	SUPPLIES-LBC	159.54
AIRGAS INC	CYLINDER RENTAL-PW	144.75
US CELLULAR	PHONE/INTERNET-ALL DEPTS	140.05
UNDER HILL TRUCK & AUTO REPAIR	VEHICLE MAINT-FD	126.50
GARY'S FOODS	SUPPLIES-LBC,CITY HALL	122.27
DUANE EASH	MILEAGE-HPC	116.20
BATTERIES + BULBS	SUPPLIES-WAT	112.45
PATTY GARRETS	REFUND-LBC	97.91
CITY LAUNDERING CO	SERVICES-CITY HALL	90.35
DIESEL TURBO SERVICES INC	EQUIP MAINT-RUT	73.52
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-PD	67.40
CUSTOM HOSE & SUPPLIES INC	EQUIP REPAIR-RUT	62.45
CAMPBELL SUPPLY	SUPPLIES-SEW	59.88
MENARDS	SUPPLIES-RUT	47.92
NEAL'S WATER CONDITIONING	WATER/SALT-ALL DEPTS	46.75
UNITYPOINT CLINIC	DRUG TESTING-PW	42.00
AMAZON CAPITAL SERVICES	SUPPLIES-LBC,POOL,P&REC	38.21
JAMISON W BILLINGSLEY	REFEREE-P&REC	30.00
JAXSON J BILLINGSLEY	REFEREE-P&REC	30.00
YEONG HO BISHOP	REFEREE-P&REC	30.00
KENT WEIDENMANN	DEPOSIT REFUND-WAT	28.32
PATRICIA HARVEY	DEPOSIT REFUND-WAT	28.32
HANNAH GANZEL	INSTRUCTOR-LBC	21.25
WELAND CLINICAL LABORATORIES	DRUG TESTING-ALL DEPTS	18.50
REXCO EQUIPMENT INC	EQUIP MAINT-RUT	5.74
AUTHNET GATEWAY BILLING	CREDIT CARD SERVICES-LBC	5.00
TOTAL		345,970.65

FUND EXPENSE TOTALS	
PAYROLL	124,392.15
GENERAL FUND	56,270.08
SOLID WASTE	47,246.00
LBC	27,606.22
SIDEWALK PROJECT	23,670.78
SEWER FUND	18,063.01
PW FACILITIES	17,367.72
WATER FUND	16,895.24
ROAD USE TAX FUND	11,563.67
STORM WATER FUND	1,620.78
DEBT SERVICE FUND	900.00
LOST III UR & STREETSCAPE	375.00
TOTAL	345,970.65

FY26 NOVEMBER REVENUE	
PUBLIC WORKS	272,793.45
GENERAL GOVERNMENT	267,313.74
CULTURE-RECREATION	24,765.79
PUBLIC SAFETY	13,600.66
TOTAL	578,473.64

Discussion and Consideration of Ferguson Waterworks Invoice #0536466 – Annual Software Fee – Council Action as Needed. This is the annual software fee for the Neptune water meters. The invoice is in the amount of \$6,840.00. Motion made by Andresen, seconded by Tuerler to approve Ferguson Waterworks invoice #0536466. Motion carries.

Discussion and Consideration of MGA Invoice #2500410 Mount Vernon CDBG DTR Project – Council Action as Needed. Martin Gardner Architecture has submitted an invoice in the amount of \$20,572.12 for professional services rendered under the CDBG Downtown Revitalization Project. The charges include consultations with individual business owners, meals and mileage expenses. Motion made by Tuerler, seconded by Rose to approve MGA invoice #2500410. Motion carries.

Discussion and Consideration of Change Order #2 with Modern Concrete – 2025 Sidewalk Improvements – Council Action as Needed. Change Order #2 was referenced in Pay Application #2 at the December 1, 2025 Council Meeting; however, the change order was received that same day and could not be added to the agenda. Motion made by Rose, seconded by West to approve Change Order #2 in the amount of \$2,576.67. Motion carries.

Discussion and Consideration of the Professional Services Agreement between the City of Mount Vernon and Dixon Engineering for the Water Tower Rehabilitation Project – Council Action as Needed. The water tower was last painted in 2013 and is scheduled for repainting within the next two years. Dixon Engineering has prepared a professional services agreement covering design work, the bidding process and antenna coordination in preparation for the upcoming project. It was noted that on page 15 of the agreement, the total compensation written out was incorrect and should be updated to “Fifteen Thousand, One Hundred, Twenty-Five Dollars”. Motion made by Rose, seconded by Andresen to approve the professional services agreement with Dixon Engineering in the amount of \$15,125.00 with the referenced change on page 15. Motion carries.

Discussion and Consideration of Carrico Aquatic Resource, Inc. Water Management Assistance Program - Pool – Council Action as Needed. Carrico Aquatic Resource provides the city with chlorine and other chemicals for the municipal pool. The annual cost of supplying pool chemicals is \$16,800.00 for the 2026 season. This is a slight increase of \$900 over the previous season. Motion made by Engel, seconded by West to approve the 2026 Water Management Assistance Program with Carrico Aquatic Resources. Motion carries.

Discussion and consideration of Worldmaker Resilience Institute Invoice #1225 – Mount Vernon-Lisbon Police Department - Council Action as Needed. Worldmaker Resilience Institute facilitates training for the recent grant that was awarded to the Mount Vernon-Lisbon Police Department through the Department of Justice. The THRIVE Resiliency Program focuses on strengthening the mental health and resilience of Iowa's first responders and their families. Motion made by Tuerler, seconded by Andresen to approve invoice #1225 in the amount of \$16,715.00. Motion carries.

Reports to be Received/Filed. Reports available on the City website in the December 15, 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

November Reconciliation Report. Full report available on the City website in the December 15, 2025 Council Packet.

Mayor's Report. Wieseler recognized and thanked Councilperson Stephanie West for her eight years of service on the Mount Vernon City Council.

Council Reports. Engel reported that the Triumvirate Group met last week and focused on the recent changes made by Cornell College to their staffing and curriculum.

Committee Reports. Rose reported that the Public Safety Committee would be meeting after the first of the year.

City Administrator's Report. Full report available on the City website in the December 15, 2025 Council Packet.

Closed Session - Possible closed session for an employee-related matter. Motion made by Rose, seconded by Andresen to go into closed session at 7:00 pm. Motion carries. Motion made by Tuerler, seconded by Rose to come out of closed session at 7:23 pm. Motion carries.

Discussion and Consideration of appointing Jason Blinks to the position of Police Chief - Council Action as Needed. Motion made by Rose, seconded by West to approve the contract for Jason Blinks as Chief of Police for the Mount Vernon-Lisbon Police Department.

As there was no further business to attend to, the meeting adjourned, the time being 7:24 p.m., December 15, 2025.

Respectfully submitted,
Marsha Dewell
City Clerk

F. Ordinance Approval/Amendment

AGENDA ITEM # F – 1

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

DATE: January 5, 2026

AGENDA ITEM: Public Hearing - Ordinance #12-1-2025A – Alley Vacation

ACTION: Motion

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

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Proceed to Ordinance #12-1-2025A – Alley Vacation

PREPARED BY: Chris Nosbsich

DATE PREPARED: 1/2/2026

ORDINANCE NO. _____

**AN ORDINANCE PROVIDING FOR THE VACATION AND CONVEYANCE
OF THAT PUBLIC ALLEY ADJACENT TO LOTS 1, 2, 7, AND 8 IN BLOCK 3
OF HALLS 1ST ADDITION TO THE CITY OF MOUNT VERNON, IOWA**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, IOWA:

Section 1. Purpose. The purpose of this ordinance is to vacate and provide for the conveyance of that 16-foot by 132-foot platted alley situated adjacent to Lots 1, 2, 7, and 8 in Block 3 of Halls 1st Addition to Town of Mount Vernon, Linn County, Iowa (hereinafter referred to as the "ROW").

Section 2. Facts Found. The City Council of the City of Mount Vernon, Iowa, following a public hearing on the proposed vacation and conveyance of the ROW, finds that the ROW is not needed for public use; the maintenance of the same at public expense is no longer justified; and vacation and conveyance of the same will not deny owners of properties abutting the ROW reasonable access to their properties.

Section 3. Vacation. In accordance with the factual findings set forth in this ordinance, the ROW is hereby vacated.

Section 4. Disposal/Conveyance. The City shall dispose of the vacated ROW by sale to adjacent property owners as follows:

- That 8-foot by 66-foot portion of the vacated ROW adjacent to Lot 1 shall be conveyed to Rochelle L. Furguson in consideration of \$543.27 and other good and valuable consideration.
- That 8-foot by 66-foot portion of the vacated ROW adjacent to Lot 2 shall be conveyed to Lee Millikan and Christina Schmidt in consideration of \$543.27 and other good and valuable consideration.
- That 8-foot by 66-foot portion of the vacated ROW adjacent to Lot 7 shall be conveyed to Patricia A. Lynch and Terese J. Pisarik in consideration of \$519.12 and other good and valuable consideration.
- That 8-foot by 66-foot portion of the vacated ROW adjacent to Lot 8 shall be conveyed to Linda F. Neff in consideration of \$466.16 and other good and valuable consideration.

The Mayor and City Clerk are hereby authorized and directed to execute Quit Claim Deeds and such further documentation as may be required to facilitate conveyance of the ROW as hereinabove provided.

Section 5 Utility Easement. The vacation and subsequent conveyances of the ROW shall be subject to easements for future public and private utilities and for existing private and public utilities, as installed, whether recorded or otherwise.

Section 6. Severability Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 7. Repealer. Any ordinance or parts of ordinances in conflict herewith are hereby repealed.

Section 8. Effective Date. This ordinance shall be in full force and effect from and after its adoption and publication as provided by law.

Passed this ____ day of _____ 2025

Thomas M. Wieseler, Mayor

ATTEST:

Marsha Dewell, City Clerk

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, JANUARY 5, 2026

PAYROLL	CLAIMS	112,680.33
MARTIN GARDNER ARCHITECTURE	CDBG DOWNTOWN REVITALIZATION	20,572.12
WORLDMAKER RESILIENCE INSTITUTE	THRIVE TRAINING-PD GRANT	16,715.00
MORTON SALT INC	SALT-RUT	15,075.98
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	9,253.75
LEMARS FIRE & RESCUE	AIR PACKS,CYLINDERS-FD	9,000.00
COMMUNITY DEVELOPMENT GROUP	HOTEL/MOTEL TAX-ECON DEV	8,858.55
FERGUSON WATERWORKS	NEPTUNE ANNUAL SOFTWARE-WAT	6,840.00
ALLIANT ENERGY	ENERGY USAGE-SEW	6,370.34
VEENSTRA & KIMM INC	RACHEL STREET IMPROVEMENTS	6,140.60
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	4,985.34
ALLIANT ENERGY	ENERGY USAGE-WAT	4,960.56
ALLIANT ENERGY	ENERGY USAGE-LBC	3,583.60
VEENSTRA & KIMM INC	2025 SIDEWALK IMPROVEMENTS	3,357.00
COOK FENCE COMPANY	FENCE-PD K9	2,885.00
HOTSY CLEANING SYSTEMS INC	SUPPLIES-RUT	2,179.00
LINN COUNTY TREASURER	STONEBROOK,SPR MEAD HEIGHTS	2,009.00
MV VOLUNTEER FIREFIGHTERS ASSOC	PARSONS ENDOWED GRANT-FD	2,000.00
LISBON, CITY OF	AMB DIRECTOR CONTRACTED SALARY	1,711.71
WHKS & COMPANY	CEMETERY GIS MAPPING	1,400.94
VEENSTRA & KIMM INC	HWY 1 RECONSTRUCTION	1,340.00
ALLIANT ENERGY	ENERGY USAGE-PD	1,308.33
VEENSTRA & KIMM INC	2024 SANITARY SEWER REHAB	1,288.50
ALLIANT ENERGY	ENERGY USAGE-PW	998.21
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT,SEW,SW	908.45
ALLIANT ENERGY	ENERGY USAGE-FD	856.15
SHERWIN WILLIAMS CO.	PAINT-PW FACILITIES	744.69
ESRI INC	SOFTWARE MAINT AGREEMENT	700.00
ALLIANT ENERGY	ENERGY USAGE-P&A	652.98
CITY LAUNDERING CO	SERVICES-LBC	603.64
CRESCENT ELECTRIC SUPPLY	BLDG MAINT-PD	584.10
MENARDS	SUPPLIES-PW FACILITIES	575.29
LYNCH FORD-LYNCH CHEVROLET	VEHICLE MAINT-PW	548.95
MECHANICSVILLE FIBER	PHONE/INTERNET-LBC	457.73
UNDER HILL TRUCK & AUTO REPAIR	VEHICLE MAINT-FD	416.61
USA BLUE BOOK	SUPPLIES-WAT	415.16
KONICA MINOLTA PREMIER FINANCE	COPIER LEASE-P&A	404.31
MECHANICSVILLE FIBER	PHONE/INTERNET-PD	400.02
ALLIANT ENERGY	ENERGY USAGE-PW	386.68
ALLIANT ENERGY	ENERGY USAGE-P&REC	381.37
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-P&REC	341.84
MEDIACOM	PHONE/INTERNET-PW	323.26
KROUL FARMS	BEAUTIFICATION	322.45
MEDIACOM	PHONE/INTERNET-FD	315.02
ALLIANT ENERGY	ENERGY USAGE-WAT,SEW,SW	302.35
IOWA DEPT OF PUBLIC SAFETY	ONLINE WARRANTS-PD	300.00
UMB BANK	2018 GO FEES	300.00
CITY LAUNDERING CO	SERVICES-CITY HALL	271.05
AMAZON CAPITAL SERVICES	SUPPLIES-FD	263.48
UMB BANK	2013A GO FEES	250.00
UMB BANK	2014 GO FEES	250.00
VEENSTRA & KIMM INC	NPDES COMPLIANCE	250.00
ALLIANT ENERGY	ENERGY USAGE-POOL	245.86
HYDRA-FAB	EQUIP MAINT-RUT	231.53
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	229.00
P&K MIDWEST INC	EQUIP MAINT-PW	224.02
TASC	FSA ADJUSTMENT-ALL DEPTS	223.07

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, JANUARY 5, 2026

ALLIANT ENERGY	ENERGY USAGE-PW,P&A	196.12
ALLIANT ENERGY	ENERGY USAGE-SIRENS	194.59
CHRIS NOSBISCH	MILEAGE-ALL DEPTS	171.50
KONICA MINOLTA PREMIER FINANCE	COPIER LEASE-PD	159.76
KONICA MINOLTA PREMIER FINANCE	COPIER USAGE-PD	150.60
MATT SIDERS	MILEAGE-P&REC,LBC	140.00
CUSTOM HOSE & SUPPLIES INC	EQUIP MAINT-PW	138.03
PROFESSIONAL WINDOW CLEANING	WINDOW CLEANING-PD,CITY HALL	120.00
MECHANICSVILLE FIBER	PHONE/INTERNET-POOL	108.77
AHLERS & COONEY P.C.	LEGAL FEES-P&A	108.50
JACOB SEE	UNIFORMS-ALL DEPTS	106.98
IOWA PRISON INDUSTRIES	PLAQUES-P&A	103.00
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	100.29
ALLIANT ENERGY	ENERGY USAGE-CEM	98.69
VESTIS	RUGS,SERVICES-FD	88.20
TERMINIX PRESTO-X	PEST CONTROL-FD	83.45
CENTURY LINK	PHONE CHARGES-PD	83.08
JOE JENNISON	SUBSCRIPTION-P&A	80.14
TERMINIX PRESTO-X	PEST CONTROL-PD	77.61
TURF TANK	TANK CLEANING-P&REC,RUT	70.00
MECHANICSVILLE FIBER	INTERNET-CITY HALL	69.95
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-PD	67.40
RICKARD SIGN AND DESIGN CORP	PERMIT DECALS-PD	62.50
CAMPBELL SUPPLY	SUPPLIES-WAT	59.88
IOWA ONE CALL	LOCATES-WAT,SEW	46.80
HEIMAN FIRE EQUIPMENT INC	HOSE,NOZZLE-FD	45.37
US CELLULAR	INTERNET-WAT,SEW	42.54
HANNAH GANZEL	INSTRUCTOR-LBC	42.50
ALLIANT ENERGY	ENERGY USAGE-SW	32.21
BRADY WEAVER	REFEREE-P&REC	30.00
JAMISON W BILLINGSLEY	REFEREE-P&REC	30.00
JAXSON J BILLINGSLEY	REFEREE-P&REC	30.00
YEONG HO BISHOP	REFEREE-P&REC	30.00
T-MOBILE	VEHICLE SOFTWARE-PW	29.70
POINTCORE GRAPHIC SOLUTIONS	NAMEPLATE-P&A	24.00
HAWKINS INC	CHEMICALS-WAT	20.00
AMAZON CAPITAL SERVICES	SUPPLIES-P&A	7.99
TOTAL		262,243.07

FUND EXPENSE TOTALS

PAYROLL	112,680.33
GENERAL FUND	58,578.06
ROAD USE TAX FUND	24,193.62
LOST III UR & STREETSCAPE	20,572.12
WATER FUND	15,416.23
SEWER FUND	9,192.41
RACHEL STREET/KWIK STAR	6,140.60
LBC	5,701.51
SIDEWALK PROJECT	3,357.00
2024 INFRASTRUCTURE	1,340.00
SOLID WASTE	1,332.28
PW FACILITIES	1,319.98
ARPA LINN COUNTY GRANT	1,288.50
DEBT SERVICE FUND	800.00
STORM WATER FUND	330.43
TOTAL	262,243.07

AGENDA ITEM # J – 2

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

DATE: January 5, 2026

AGENDA ITEM: Wireless Access Points - LBC

ACTION: Motion

SYNOPSIS: Tri City Electric will be replacing and moving Wireless Access Points at the LBC as a part of the continual maintenance program. The estimate to complete the work is \$2,813.00.

BUDGET ITEM: LBC

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Proposal

PREPARED BY: Chris Nosbsich

DATE PREPARED: 1/2/2026



Tri-City Electric Co.
Since 1895

CONFIDENCE DELIVERED.®

12/16/2025

RE: Mount Vernon Lester Buresh Center
Estimate Number: 34105

Tri-City Technologies, a division of Tri-City Electric Co., is pleased to provide the following for the following scope of work:

Scope of work:

Includes:

- Provide labor and materials to relocate WAPs on east, west, and south sides of gym.
 - Relocate just inside the track so you can reach them with lift from basketball floor. (east and south center AP)
 - West AP remains in same location, just replace AP.
 - Provide white patch cables and Mag Daddy magnets to hide cables in steel.
 - Remount total of (3) owner provided APs.
 - Demo existing Aps and provide cover for existing boxes on east side and (2) south side AP locations.
- Provide push lift for up on track area.
- Use owner provided lift for down on basketball court.

Total: \$2,813.00

Excludes:

- Scissor lift. (use owners for down on basketball court.)
- Wireless access points.
- PoE network switches, network electronics and PCs.
- Any 110VAC power wiring, boxes, rough-ins, conduit, surface raceway, or cable trays.
- Network racks and patch panels.
- BIM coordination.
- ISP fiber/copper.
- Any allowances, bonds, permit fees.
- UPS backup.

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

This quote **does** include any applicable taxes.

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

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



Tri-City Electric Co.
Since 1895

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Sincerely,

Tyler Brummel
Project Manager/Estimator
Technology/Structured Cabling
Ph.563.370.9364
E-mail: tbrummel@tricityelectric.com

Notes

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 10 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.

Please note: As the global COVID-19 situation continues; material lead time, material pricing, and manpower scheduling is subject to change in the event of adverse situations caused by pandemic effects. We appreciate your business and will work closely with you to minimize any possible impacts to your project.

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 included 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

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



Tri-City Electric Co.
Since 1895

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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 of 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.

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Structured Cabling | Security Solutions | Telecommunications | Audio/Visual | Safety | Drone Services | Information Technology Solutions

AGENDA ITEM # J – 3

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

DATE: January 5, 2026

AGENDA ITEM: JMT Invoice # 5-275814 – HPC Design Guidelines

ACTION: Motion

SYNOPSIS: JMT has submitted an invoice in the amount of \$2,370.37.

BUDGET ITEM: General

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Invoice # 5-275814

PREPARED BY: Chris Nosbsich

DATE PREPARED: 1/2/2026



December 15, 2025

Mount Vernon Historic Preservation Commission
703 5th Ave NW
Mount Vernon, IA 52314

Please remit payment to:

Johnson, Mirmiran & Thompson, Inc.
40 Wight Avenue
Hunt Valley, MD 21030

Attn: Chris Nosbisch, City Administrator

Invoice Number: 5-275814
Period Starting Date: 9/28/2025
Period Ending Date: 11/22/2025
JMT Project Number: 24-02112-001
Prepared By: McKnight Jr, Edward

Re: Historic Preservation Design Guidelines for the
City of Mount Vernon, Iowa

We are hereby submitting our invoice for professional services, as per our Contract.

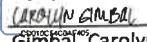
Task	Description	Budget	Percent Complete	Billed To Date
1	Kick-off Meeting	\$ 3,586.87	100.00%	\$ 3,586.87
2	Draft and Final Outline	\$ 900.93	100.00%	\$ 900.93
3	Draft Guidelines	\$ 9,051.34	100.00%	\$ 9,051.34
4	First Revised Draft Guidelines	\$ 3,916.63	100.00%	\$ 3,916.63
5	Virtual Public Meeting	\$ 744.46	100.00%	\$ 744.46
6	Final Design Guidelines	\$ 2,106.37	0.00%	\$ -
7	In-Person Public Meeting	\$ 2,370.44	100.00%	\$ 2,370.37
8	Direct Expenses	\$ 2,250.00	92.74%	\$ 2,086.76
Total		\$ 24,927.04	90.89%	\$ 22,657.36

Previously Billed \$ 20,286.99

AMOUNT DUE THIS INVOICE \$ 2,370.37

"Certified that all invoicing is true and correct and payment has not yet been received."

Johnson, Mirmiran & Thompson, Inc.

Signed by:

 Gimbal, Carolyn J.
 Project Manager

Fed I.D. No.: 52-0963531

Timesheet sign-off report

Timesheet number

TS909786

Gimbal, Carolyn J

Start date

10/12/2025

End date

10/18/2025

Approval status

Posted

Total hours

Project name	Project ID	Category	Activity	Mon	Tue	Wed	Thu	Fri	Sat	Total
Updating Historic Preservation Design Guidelines for Mount Vernon, IA	24-02112-001	Architectural Historian	A596750 - First Revised Draft Guidelines	0.00	0.00	0.00	2.00	0.00	0.00	2.00
Total				0.00	0.00	0.00	2.00	0.00	0.00	2.00

Signature: ELECTRONICALLY SIGNED BY Gimbal, Carolyn J

Gimbal, Carolyn J

Approved: ELECTRONICALLY APPROVED BY Cole, Lori

Cole, Lori

Timesheet sign-off report

Timesheet number TS902274

Start date 09/28/2025

Smith, Samantha

End date 10/04/2025

Approval status Posted

Total hours 8.00

Project name	Project ID	Category	Activity	Start date	End date	Total hours	Mon	Tue	Wed	Thu	Fri	Sat	Total
Updating Historic Preservation Design Guidelines for Mount Vernon, IA	24-02112-001	Architectural Historian	AS96750 - First Revised Draft Guidelines	09/28/2025	10/04/2025	8.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00
Total							0.00	8.00	0.00	0.00	0.00	0.00	8.00

Signature: ELECTRONICALLY SIGNED BY Smith, Samantha

Smith, Samantha

Approved: ELECTRONICALLY APPROVED BY Cole, Lori

Cole, Lori

Timesheet sign-off report

Timesheet number

TS908400

Start date

10/05/2025

End date

10/11/2025

Total hours

8.00

Approval status

Posted

Project name	Project ID	Category	Activity	Start date	End date	Total hours
Updating Historic Preservation Design Guidelines for Mount Vernon, IA	24-02112-001	Architectural Historian	A596750 - First Revised Draft Guidelines	0.00	0.00	8.00
Total				0.00	0.00	8.00

Signature: ELECTRONICALLY SIGNED BY Smith, Samantha

Smith, Samantha

Approved: ELECTRONICALLY APPROVED BY Cole, Lori

Cole, Lori

Timesheet sign-off report

Timesheet number

TS927256

Smith, Samantha

Start date

11/09/2025

Approval status

Posted

End date

11/15/2025

Total hours

12.00

Project name	Project ID	Category	Activity	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Updating Historic Preservation Design Guidelines for Mount Vernon, IA	24-02112-001	Architectural Historian	A596752 - Final Design Guidelines	0.00	0.00	8.00	4.00	0.00	0.00	0.00	12.00
Total				0.00	0.00	8.00	4.00	0.00	0.00	0.00	12.00

Signature: ELECTRONICALLY SIGNED BY Smith, Samantha

Smith, Samantha

Approved: ELECTRONICALLY APPROVED BY Cole, Lori

Cole, Lori

Page 1 of 1
12/15/2025
11:39 AM

Timesheet sign-off report

Timesheet number TS930476

Start date 11/16/2025

End date 11/22/2025

Total hours 1.00

Project name	Project ID	Category	Activity	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Updating Historic Preservation Design Guidelines for Mount Vernon, IA	24-02112-001	Architectural Historian	A596753 - In-Person Public Meeting	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00
Total				0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00

Signature: ELECTRONICALLY SIGNED BY Smith, Samantha

Smith, Samantha

Approved: ELECTRONICALLY APPROVED BY Cole, Lori

Cole, Lori

AGENDA ITEM # J – 4

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

DATE: January 5, 2026

AGENDA ITEM: Linn County Polling Place Agreement

ACTION: Motion

SYNOPSIS: Linn County is proposing to maintain City Hall as a polling place for the upcoming 2026 election season.

BUDGET ITEM: None

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Agreement

PREPARED BY: Chris Nosbsich

DATE PREPARED: 1/2/2026

POLLING PLACE AGREEMENT 2026

December 17, 2025

Chris Nobsisch
MV02-Mount Vernon City Hall
213 1st St. NW
Mount Vernon, IA 52314

Polling Place:
MV02-Mount Vernon City Hall
213 1st St. NW
Mount Vernon, IA 52314

MV02-Mount Vernon City Hall hereby agrees to provide said premises to Linn County for election purposes, for the following election(s):

March 3, 2026 Special, 3/3/2026
Sep 08, 2026 Special, 9/8/2026

June 2, 2026 Primary, 6/2/2026
Nov 3, 2026 Gubernatorial, 11/3/2026

Said party agrees to properly heat and light said premises from 6:00 am until the work of the precinct election officials is completed, and if said precinct election officials have not completed their work at 12:00 am on the above mentioned days, they shall be permitted to occupy said premises until their work is completed. Said party agrees to provide for storage of all voting equipment in a proper and secure manner when not in use by the precinct election officials.

RETURN ONE COMPLETED COPY OF THIS AGREEMENT
Building must be open at 6:00 AM on election day.

PLEASE VERIFY and complete any information not provided below:

On-site Contact Person

Chris Nobsisch

In the event that the building is not open at 6:00am on election day, precinct election official may call:

(list any available contacts who have keys)

-- A police officer will unlock and lock the doors on election day.

In case of a facility issue on election day, contact:

Secure equipment storage location:

Instructions for Delivery Personnel:

Signed:

Representing MV02-Mount Vernon City Hall

Print Name:

Date:

Signed:

Tim Yancey

Election Systems Manager

Print Name: Tim Yancey

Date: 12 / 17 / 2025

MV02-Mount Vernon City Hall Information Sheet

Last Used: 5/2/2023

Building: MV02-Mount Vernon City Hall
213 1st St. NW
Mount Vernon, IA 52314**Phone 1:**
Phone 2:
Cell: (319)359-8613**Contact:** Chris Nosbisch
Address: 213 1st St. NW
Mount Vernon, IA 52314**Email:** cnosbisch@cityofmtvernon-ia.gov**Poll Worker Key?** **Delivery Key?** **On-site Phone?** **Contact for Keys:** -- A police officer will unlock and lock the doors on election day.**Elect. Day Contact:****Voting Locations:** Chamber Hall**Storage Location:****Other Polling Place Contacts:**

<u>Contact Type</u>	<u>Contact</u>	<u>Address</u>	<u>Phone / Email</u>
Accessibility	Chris Nosbisch		(319)359-8613 (c) cnosbisch@cityofmtvernon-ia.gov
Accessibility	Eldon Downs		(563)331-0424 (c) edowns@cityofmtvernon-ia.gov
Accessibility	Marsha Dewell		(319)895-8742 (alt) (563)357-3583 (c) mdewell@cityofmtvernon-ia.gov
Accessibility	Meridith Hoffman		(319)892-8742 (alt) (319)350-5308 (c) mhoffman@cityofmtvernon-ia.gov
Building Access	Chris Nosbisch		(319)359-8613 (c) cnosbisch@cityofmtvernon-ia.gov
Building Access	Eldon Downs		(563)331-0424 (c) edowns@cityofmtvernon-ia.gov
Building Access	Marsha Dewell		(319)895-8742 (alt) (563)357-3583 (c) mdewell@cityofmtvernon-ia.gov
Building Access	Meridith Hoffman		(319)892-8742 (alt) (319)350-5308 (c) mhoffman@cityofmtvernon-ia.gov
Correspondence	Chris Nosbisch		(319)359-8613 (c) cnosbisch@cityofmtvernon-ia.gov
Correspondence	Marsha Dewell		(319)895-8742 (alt) (563)357-3583 (c) mdewell@cityofmtvernon-ia.gov
Correspondence	Meridith Hoffman		(319)892-8742 (alt) (319)350-5308 (c) mhoffman@cityofmtvernon-ia.gov

Notes for Judges: Notes: Site Type= City Hall - Children Present = No - Tax Supported= Yes
Interior Notes: Put cones under the coat racks that protrude from the wall so a blind voters cane can detect it at floor level. Put cone under the AED if it is on the voter route.
Additional Remediation: Rainwater runoff from the roof may still end up in the accessible parking place - the drain pipe is perched on a retaining wall in front of the accessible parking
Directional Signs: Place 2 new directional "Accessible Voter Parking" signs at the top of the driveway and where they need to turn right down the alley to alert and guide voters to the

accessible parking / accessible entrance.

Receiving Staff:	Chris Nosbisch	Phone: (319)359-8613
Delivery Instructions:		
Traffic Management:	Parking Notes: Use cones and sign to designate a 16 ft wide van parking space + access aisle on level ground (currently marked accessible space will be the access aisle, parking space will be to the left (farther out in the parking lot) of that.	
Voter Parking:	Use cones and sign to designate a 16' wide van parking space + access aisle on level ground (currently marked accessible space will be the access aisle, parking space will be to the left (farther out in the parking lot) of that.	
ADA Entrance / Notes: ADANotes: Use 2 cones an the Temporary "Van Accessible" sign to create a van accessible parking place by placing cones parallel with the striping, to the left of the current (too small) space. Must be at least 192" wide. LS_Notes: New concrete curb ramp has been poured in front of lower / rear voter entrance, making it more accessible. Parking Notes: Use cones and sign to designate a 16 ft wide van parking space + access aisle on level ground (currently marked accessible space will be the access aisle, parking space will be to the left (farther out in the parking lot) of that. TH Notes:		
Other Notes:	<p>Status: Active Sub-Status: Status Notes: Serving MV02 - MV01 goes to St. John Catholic Church Hours: Open Mon: 7:00AM-4:00PM, Tue: 7:00AM-4:00PM, Wed: 7:00AM-4:00PM, Thu: 7:00AM-4:00PM, Fri: 7:00AM-4:00PM Misc: Make sure the downspout is not obstructing the level landing of the ramp, and if possible, not pouring rainwater runoff from the roof into the accessible parking place. Tying it to the post on top of the stub wall may be the best option for now. Notes:</p>	

AGENDA ITEM # J – 5

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

DATE: January 5, 2026

AGENDA ITEM: Replacement Awnings – City Hall

ACTION: Motion

SYNOPSIS: The awnings above the doors have reached the end of their useful life. The awnings were power washed four years ago but the mildew that blackens the fabric returns almost immediately. Staff is seeking approval to spend up to \$12,500 to complete their replacement.

BUDGET ITEM: FF

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Proposal

PREPARED BY: Chris Nosbsich

DATE PREPARED: 1/2/2026

Canvas Products Co. PROPOSAL

182 Main St. Dubuque, IA 52001

Phone 563-583-8760

e-mail frank@dbqcanvas.com

www.dbqcanvas.com

		Proposal #
11/04/2025	7928	
P.O. No.		
Terms	50% down bal-upon completion	

Name / Address

City of Mount Vernon
213 1st St. NW
Mt Vernon, IA 52314

Ship To

Description	Qty	Cost	Total
New awning's as follows width 120" / drop 48 / projection 48" / valance 8" rigid	1	1,898.00	1,898.00
New awning's as follows width 153.5" / drop 48 / projection 48" / valance 8" rigid	1	2,286.00	2,286.00
New awning's as follows width 190.5" / drop 48 / projection 48" / valance 8" rigid	2	2,596.00	5,192.00
Installation of the above 4 awnings	1	2,185.00	2,185.00
Add On if we remove old awnings and dispose of them add \$400.00		0.00	0.00
frame 1" sq mill finish / fabric Temptest stripe 47" wide at \$38.00 per yard			

Proposal Valid For 30 Days From Above Date	Subtotal	\$11,561.00
The Above Prices Reflect A 3.5% Cash or Check Discount Not Valid With Credit Card Payment	Sales Tax (0.0%)	\$0.00
	Total	\$11561.00

Signature

Date _____

AGENDA ITEM # J – 6

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

DATE: January 5, 2026

AGENDA ITEM: Setting a Public Hearing Date – Transmission Franchise Agreement

ACTION: Motion

SYNOPSIS: It was discovered that the public hearing notice for the Transmission Franchise Agreement fell outside of the required twenty-day notice period. To ensure the document was adopted legally, staff is requesting the Council re-establish a hearing date and consider the ordinance once again.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbsich

DATE PREPARED: 1/2/2026

**CITY OF MOUNT VERNON, IOWA
ELECTRIC TRANSMISSION FRANCHISE**

ORDINANCE #1-19-2026A

An Ordinance granting to ITC MIDWEST LLC, a wholly owned subsidiary of ITC HOLDINGS CORP., its successors and assigns (the "Company"), the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of Mount Vernon, Linn County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances, equipment and substations for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of Mount Vernon, Linn County, Iowa; granting the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Mount Vernon, Linn County, Iowa, for the period of twenty-five (25) years; and granting the right of eminent domain.

BE IT ORDAINED BY THE City Council of the City of Mount Vernon, Linn County, Iowa, hereinafter referred to as the "City":

Section 1. Grant.

There is hereby granted to the Company the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits, and other appliances, equipment and substations for the transmission of electric current and telecommunications (collectively, the "Facilities") along, under and upon the streets, avenues, alleys and public places in the City; also the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City for the period of twenty-five (25) years; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

Section 2. Indemnification.

The Facilities shall be placed and maintained so as not to unnecessarily interfere with the travel on the streets, avenues, alleys, and public places in the City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City, and the Company shall hold the City free and harmless from all damages arising from the negligent acts or omissions of the Company in the erection or maintenance of the transmission system.

Section 3. Relocation.

Except as provided herein below, the Company shall, at its cost and expense, locate and relocate its Facilities in, on or over any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City orders or requests the Company to relocate its Facilities for the primary benefit of a commercial or private project, or as the result of the initial request of a commercial or private developer or other non-public entity, the Company shall receive payment for the cost of such relocation as a precondition to relocating its Facilities. The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also

provide a reasonable alternate location for the Company's Facilities. The City shall give the Company reasonable advance written notice to vacate a public right-of-way. Vacating a public right-of-way shall not deprive the Company of its right to operate and maintain existing Facilities until the reasonable cost of relocating the same are paid to the Company.

Section 4. Modern System.

The system authorized by this Ordinance shall be kept in an operable condition consistent with good utility practice and the reliability standards of the North American Electric Reliability Council (NERC).

Section 5. System Plans.

The Company recognizes the importance of community input when siting new projects to serve the community and electricity distribution as well as the authority of the City to permit and otherwise regulate siting activity. The Company will apply to the City for a permit for work performed in City rights-of-way in accordance with City regulations and provide project-specific mapping, which may be protected under Iowa's open meetings and open records laws, Iowa Code Chapters 21 and 22, to be used solely and exclusively by the City in administering the use and occupancy of the public right-of-way and not otherwise to be relied upon for any purpose.

At the request of the City, mapping information will be reviewed with the City staff. All such reviews will be in compliance with the Federal Energy Regulatory Commission regulations or the regulations of other agencies with authority over the review and dissemination of critical infrastructure information and infrastructure security, and subject to all protective provisions for critical infrastructure under Iowa's open meetings and open records laws, Iowa Code Chapters 21 and 22. Prior to any excavating in the rights-of-way, both parties shall follow the procedures set forth in Iowa Code Chapter 480 or an entity with a similar function utilized by both the City and the Company, currently the Iowa One Call System.

For emergencies, the Company may proceed with the work without first applying for a permit, provided, however, that the Company shall apply for and obtain a permit as soon as commercially practicable after commencing such work.

Section 6. Vegetation Management.

To promote public safety in proximity to its Facilities and to maintain electric reliability, the Company is authorized and empowered to remove, cut, trim, destroy, or otherwise control any tree, shrub, brush, bush or any parts thereof located within or extending into any street, alley, right-of-way or public grounds. The foregoing vegetation management shall be completed in accordance with the most current nationally accepted safety and utility industry standards, as revised and updated from time to time.

Section 7. Continuous Service.

Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, Acts of God, unavoidable accidents or casualties, customer outages or interruptions on the bulk electric system to no fault of Company or interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is commercially practicable.

Section 8. Non-exclusivity.

The franchise granted by this Ordinance shall not be exclusive.

Section 9. Undergrounding.

The City may request estimates for the undergrounding of replacement lines, upgrades or new lines, including lines to be adjusted for road moves or for other specific projects. When requested, the Company will provide to the City two estimates: 1) An estimate for the cost of the project with overhead construction, and 2) An estimate for the cost of the project with underground construction. The City will have no more than 60 days from the estimate date to determine if it wants the line built overhead or placed underground. If the City chooses underground construction for such project, the City will be responsible for the incremental cost of undergrounding, if and to the extent, such costs are not already part of or included in a precondition payment for relocation pursuant to Section 3. The incremental cost of undergrounding is defined as the differential between the estimate for underground construction and the estimate for overhead construction. Upon receipt of the City's payment for the incremental cost of undergrounding, the Company will install the underground facilities. The Company reserves the right to bill City for the amount that the incremental cost associated with installation exceeds its estimate. The City reserves the right to a refund of overpayment if the incremental costs are less than the amount billed in the estimate. If the City wishes to have a line not scheduled for replacement or upgrade placed underground, the City shall contact the Company to make such a request. The City shall cover all costs related to this work. If undergrounding of transmission lines requires entities interconnecting with the Company to make adjustments to their electrical systems, the City bears the responsibility of communication with those entities and, if it chooses, the cost of converting their facilities from overhead to underground. The Company reserves the right to review all the City's communications with the affected entities.

Section 10. Severability.

If any section, provision, or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 11. Term of Agreement.

The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after written acceptance by the Company.

Section 12. Publication Expenses.

The expense of the publication of this Ordinance shall be paid by the Company.

Section 13. Repeal of Conflicting Ordinances.

All ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

Section 14. Acceptance.

The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from the passage of this Ordinance.

Section 15. Future Developments.

The City agrees it will not permit or grant approval for any development, construction or land uses in the City that would result in or cause the Company's Facilities to violate setback requirements, safety requirements or any other provision of the National Electric Safety Code or any law, regulation or ordinance of the State of Iowa, Jefferson County or the City.

Section 15. Closing.

This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company. Upon acceptance by the Company, this Ordinance shall supersede, abrogate and repeal any prior electric system ordinance between the Company and the City as of the date this Ordinance is accepted by the Company. Notwithstanding the foregoing, in no event shall the City enact any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Company, or that delay utility operations.

Approved and adopted this 19th day of January, 2026.

Thomas M. Wieseler – Mayor

ATTEST:

Marsha Dewell – City Clerk

I certify that the foregoing was published as
Ordinance #1-19-2026A on the 29th day of January, 2026.

Marsha Dewell – City Clerk

CERTIFICATE OF CITY CLERK

I, City Clerk of the City of Mount Vernon, Linn County, Iowa, do hereby certify that the foregoing is a true and correct copy of minutes of the proceedings of the meeting of the Mount Vernon City Council held the 15th day of December, 2025, pertaining to the adoption of Ordinance #1-19-2026A; that the originals of said minutes have been included in the official proceedings of the City Council; that Ordinance #1-19-2026A was signed by the mayor and clerk at the time of its final passage and approval; that the announcement of passage of said ordinance was published in the manner required by law on the 1st day of January, 2026 in the Mount Vernon-Lisbon Sun; that said meeting and all actions thereon were duly and publicly held pursuant to the rules of the City Council and Iowa Code, upon advance notice to the public and news media as required by said law; and that the notice of public hearing for said Ordinance #1-19-2026A was published on the 8th day of January, 2026 in the Mount Vernon-Lisbon Sun, a newspaper published at least once weekly and of general circulation in the City of Mount Vernon, Linn County, Iowa.

Clerk for the City of Mount Vernon, Iowa

(SEAL)

AGENDA ITEM # J – 7

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

DATE: January 5, 2026

AGENDA ITEM: Professional Services Agreement - Snyder & Associates

ACTION: Motion

SYNOPSIS: Snyder and Associates have completed the EMS District Plat for Linn County. In order to maintain continuity in this project, staff sought a proposal from Snyder and Associates to complete the Mount Vernon EMS District Plat. The proposed estimate to complete the work is \$7,500. The plat will be completed within the required thirty-day period commencing from the date of this approval.

BUDGET ITEM: EMS

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbsich

DATE PREPARED: 1/2/2026



STANDARD PROFESSIONAL SERVICES AGREEMENT

(Long Form - modified)

NOW ON THIS 11th day of December, 2025, **Snyder & Associates, Inc.,**
5005 Bowling Street, SW, Suite A, Cedar Rapids, IA 52404, (hereinafter, Professional), and
City of Mount Vernon, Iowa
(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: EMS District Plat
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
 - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
 - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
 - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
 - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
 - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.
6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.
8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.
 - 8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.
 - 8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.
 - 8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.
 - 8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:
 - 9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.
 - 9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

- 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
- 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.
- 9.5. Review and examine (and shall seek the advice of an attorney, insurance counselor, financial and other advisors or consultants, as Client deems necessary relative to such review and examination) all studies, reports, sketches, drawings, specifications, proposals, alternate solutions, sample or proposed legal documents and other documents submitted by Professional and render to Professional written interim and/or final decisions thereto.
- 9.6. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.
- 9.7. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
- 9.8. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.

10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.

10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.

10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 18, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. INDEMNIFICATION: To the fullest extent permitted by law, the Professional hereby agrees as follows:

11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1.1 above).

11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. MUTUAL WAIVERS: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. LIMITATION: In allocating the risks of this Project, Client agrees that: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Professional and the Professional's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed, in the aggregate, the total compensation received by the Professional under this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted unless otherwise prohibited by law.

14. OWNERSHIP OF INSTRUMENTS OF SERVICE: The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction

documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

14.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

14.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

14.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

14.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

15. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

16. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

17. SUSPENSION OF SERVICES: If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

17.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

17.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

18. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved may be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

18.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

18.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

18.3. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

19. TERMINATION: In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

19.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

19.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

19.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

19.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

19.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

19.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

19.3. In the event of any termination that is not the fault of the Professional, the client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

20. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

21. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 16 above).

22. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

23. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit A Scope of Services

Exhibit

Exhibit B EMS District Plat Area

Exhibit

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

City of Mount Vernon (Client)

By: _____

(Authorized agent)

(Printed or typed signature)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____

(Authorized agent)

Lindsay Beaman

(Printed or typed signature)

Route executed copy to:



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

EXHIBIT A

EMS DISTRICT PLAT CITY OF MOUNT VERNON, IOWA

CLIENT: CITY OF MOUNT VERNON, IOWA
213 1ST STREET NW
MOUNT VERNON, IOWA 52314
CHRIS NOSBISCH, CITY ADMINISTRATOR

ENGINEER: SNYDER & ASSOCIATES, INC.
900 BELL DRIVE SW
CEDAR RAPIDS, IOWA 52404

PROJECT: CREATE AN EMERGENCY MEDICAL SERVICES DISTRICT PLAT

DATE: December 11, 2025

SCOPE OF SERVICES:

The ENGINEER will use Geographic Information System (GIS) data and other information provided by the CLIENT to create a preliminary plat of a new emergency medical emergency district in southeast Johnson County. The plat is intended to satisfy Iowa Code 357F.6 for the district. The plat is to graphically identify the assessable, non-agriculture classified parcels in the unincorporated area identified in Exhibit B attached.

I. SCOPE OF SERVICES

- A. Coordinate with Linn County GIS personnel to gather necessary data and electronic files. City staff may need to facilitate the transfer of the necessary files from Linn County to Snyder & Associates.
- B. Generate preliminary plat with assessable parcels identified by color and numerical reference.
- C. Generate list of assessable parcels with owner names and assessed valuations corresponding to numerical references on plat.
- D. Deliverable will include a PDF file of the plat, shapefile of the plat (.shx or equivalent compatible with ESRI software), and Microsoft Excel spreadsheet (.xls) with parcel numbers, owners and assessed values.

FEES FOR SERVICES LUMP SUM \$7,500

II. SCHEDULE

The preliminary plat is to be completed within 30 calendar days of city approval of the district. City action on approval of the district is expected to be within 10 calendar days following the public hearing.

III. DISCLAIMER

The certification of the preliminary plat is limited to the correctness and precision of the data that is provided to the ENGINEER by the CLIENT. The ENGINEER will not certify the accuracy of the data that is provided, only that the preliminary plat is accurate to the data provided.

IV. ADDITIONAL SERVICES

The following items shall be considered additional services as may be requested by the Client. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed.

1. Meetings beyond an initial meeting with the project representative to initiate the project and gather the necessary data and information.
2. Submittal fees to any and all regulatory agencies.
3. Design of plans or improvements.
4. Easement and/or legal documents.
5. Client requested major revisions.
6. Color presentation drawings.
7. Production or reproduction of hard copies.
8. Manual data entry.
9. Determination of classifications or zonings.
10. Rezoning.
11. Contact or correspondence with property owners as related to the project.

EXHIBIT B**EMS DISTRICT PLAT AREA
MOUNT VERNON, IOWA**

AGENDA ITEM # J – 8

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

DATE: January 5, 2026

AGENDA ITEM: Purchasing and Equipping Patrol Vehicle

ACTION: Motion

SYNOPSIS: The Police Department budgets a patrol vehicle replacement in each fiscal year as part of a five-year rotating schedule. The proposed estimate for this year's replacement is approximately \$65,000. Hard numbers will be provided to the Council at Monday's meeting.

BUDGET ITEM: Police

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Proposal

PREPARED BY: Chris Nosbsich

DATE PREPARED: 1/2/2026

AGENDA ITEM # J – 9

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

DATE: January 5, 2026

AGENDA ITEM: Pay Estimate #2 – Rachel Street Improvements

ACTION: Motion

SYNOPSIS: Pay estimate #2 for the Rachel Street Improvement Project is in the amount of \$76,400.60. Much of the work underway currently consists of underground utility installation.

BUDGET ITEM: Bond

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Estimate #2

PREPARED BY: Chris Nosbsich

DATE PREPARED: 1/2/2026



A Kleinfelder Company

VEENSTRA & KIMM INC.

2600 University Parkway, Suite 1
Coralville, Iowa 52241

319.466.1000
www.v-k.net

December 30, 2025

Rathje Construction
305 44th Street
Marion, IA 52302

PAY ESTIMATE NO. 2
RACHEL STREET IMPROVEMENTS
MOUNT VERNON, IOWA
Contract Amount \$1,299,523.93
Contract Date July 7, 2025
Pay Period Dec. 1, 2025 - Dec. 30, 2025

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Clearing and Grubbing	Unit	129.7	\$ 55.00	\$ 7,133.50	89.5	\$ 4,922.50
1.2	Topsoil, On-site	CY	1,800	\$ 8.50	\$ 15,300.00	900	\$ 7,650.00
1.3	Topsoil, Off-site	CY	1,030	\$ 22.00	\$ 22,660.00		\$ -
1.4	Excav, Cl 10, Roadway & Borrow	CY	787	\$ 17.00	\$ 13,379.00		\$ -
1.5	Excav, Cl 10, Unsuit/Unstable Mater	CY	500	\$ 8.00	\$ 4,000.00		\$ -
1.6	Excavation, Class 13, Furnish	CY	7,767	\$ 20.00	\$ 155,340.00	6,900	\$ 138,000.00
1.7	Subgrade Preparation	SY	5,173	\$ 1.65	\$ 8,535.45		\$ -
1.8	Granular Stabilization - Modified Sul	CY	170	\$ 38.50	\$ 6,545.00		\$ -
1.9	Granular Stabilization - Macadam S	CY	330	\$ 37.50	\$ 12,375.00		\$ -
1.10	Subgrade Treatment, Polymer Grid	SY	1,490	\$ 6.50	\$ 9,685.00		\$ -
1.11	Subbase, Modified, 6"	SY	5,173	\$ 6.50	\$ 33,624.50		\$ -
1.12	Removal of Structure, Light Pole	Ea.	1	\$ 800.00	\$ 800.00		\$ -
1.13	Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00	0.4	\$ 1,200.00
1.14	Special Pipe Encasement, PCC	LF	40	\$ 160.00	\$ 6,400.00	40	\$ 6,400.00
1.15	Trench Compaction Testing	LS	1	\$ 1,500.00	\$ 1,500.00		\$ -
1.16	San. Sewer GM, Trenched, PVC Tru	LF	1,130	\$ 39.00	\$ 44,070.00	194	\$ 7,566.00
1.17	Sanitary Sewer Service Stub, PVC, E	LF	40	\$ 35.00	\$ 1,400.00		\$ -
1.18	Storm Sewer, Trenched, RCP CL III,	LF	354	\$ 55.00	\$ 19,470.00		\$ -
1.19	Storm Sewer, Trenched, RCP CL III,	LF	329	\$ 72.00	\$ 23,688.00		\$ -
1.20	Storm Sewer, Trenched, RCP CL III,	LF	134	\$ 83.00	\$ 11,122.00		\$ -
1.21	Removal of Pipe Less Than 36"	LF	10	\$ 30.00	\$ 300.00		\$ -
1.22	Pipe Apron, RCP, 24"	Ea.	2	\$ 3,500.00	\$ 7,000.00		\$ -
1.23	Subdrain, 6"	LF	1,346	\$ 14.50	\$ 19,517.00		\$ -
1.24	Subdrain Outlets & Connect, Clean	Ea.	2	\$ 750.00	\$ 1,500.00		\$ -
1.25	Subdrain Outlets & Connections, D	Ea.	2	\$ 175.00	\$ 350.00		\$ -
1.26	Subdrain Outlets & Connections, In	Ea.	8	\$ 175.00	\$ 1,400.00		\$ -
1.27	Water Main, Trenched, PVC, 8 inch	LF	1,229	\$ 33.00	\$ 40,557.00		\$ -
1.28	Water Main, Trenched, RJ PVC, 8 in	LF	8	\$ 150.00	\$ 1,200.00		\$ -
1.29	WM w/ Casing Pipe, Trenchless, RJ	LF	180	\$ 300.00	\$ 54,000.00		\$ -
1.30	Fitting, CAP, 8"	Ea.	2	\$ 350.00	\$ 700.00		\$ -
1.31	Fitting, 11.25 Bend, 8"	Ea.	2	\$ 500.00	\$ 1,000.00		\$ -
1.32	Fitting, 22.5 Bend, 8"	Ea.	9	\$ 500.00	\$ 4,500.00		\$ -
1.33	Fitting, 45 Bend, 8"	Ea.	2	\$ 500.00	\$ 1,000.00		\$ -
1.34	Fitting, Tee, 8" x 8"	Ea.	1	\$ 800.00	\$ 800.00		\$ -
1.35	Fitting, Tee, 10" x 8"	Ea.	1	\$ 900.00	\$ 900.00		\$ -
1.36	Water Service Stub, Copper, 1"	Ea.	1	\$ 1,750.00	\$ 1,750.00		\$ -
1.37	Valve, Gate, 8"	Ea.	4	\$ 2,500.00	\$ 10,000.00		\$ -
1.38	Fire Hydrant Assembly	Ea.	2	\$ 7,000.00	\$ 14,000.00		\$ -
1.39	Flushing Device (Blowoff), 8"	Ea.	1	\$ 500.00	\$ 500.00		\$ -
1.40	Manhole, SW-301, 48"	Ea.	3	\$ 5,500.00	\$ 16,500.00	1	\$ 5,500.00
1.41	Manhole, SW-401, 48"	Ea.	1	\$ 3,250.00	\$ 3,250.00		\$ -
1.42	Intake, SW-510	Ea.	8	\$ 7,500.00	\$ 60,000.00		\$ -

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.43	Internal Drop Connection, 6"	Ea.	1	\$ 1,000.00	\$ 1,000.00		\$ -
1.44	Intake Adjustment, Major	Ea.	1	\$ 1,500.00	\$ 1,500.00		\$ -
1.45	Connection to Existing Manhole	Ea.	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
1.46	Remove Intake	Ea.	2	\$ 750.00	\$ 1,500.00		\$ -
1.47	Pavement, PCC, 7", C3 MIX	SY	534	\$ 54.50	\$ 29,103.00		\$ -
1.48	Pavement, PCC, 8", C3 MIX	SY	3,931	\$ 61.95	\$ 243,525.45		\$ -
1.49	Saw Cutting Dust Control	LS	1	\$ 500.00	\$ 500.00		\$ -
1.50	Removal of Sidewalk	SY	12	\$ 100.00	\$ 1,200.00		\$ -
1.51	Sidewalk, PCC, 6", C4 MIX	SY	77	\$ 53.60	\$ 4,127.20		\$ -
1.52	Detectable Warning	SF	40	\$ 28.50	\$ 1,140.00		\$ -
1.53	Pavement Removal	SY	4,533	\$ 5.00	\$ 22,665.00	2,615	\$ 13,075.00
1.54	Curb and Gutter Removal	LF	599	\$ 10.00	\$ 5,990.00		\$ -
1.55	Traffic Signal	LS	1	\$ 260,000.00	\$ 260,000.00		\$ -
1.56	Painted Pav't Markings, Solvent/W	STA	42.74	\$ 60.00	\$ 2,564.40		\$ -
1.57	Painted Symbols and Legends	Ea.	17	\$ 175.00	\$ 2,975.00		\$ -
1.58	Pavement Markings Removed	STA	7.5	\$ 75.00	\$ 562.50		\$ -
1.59	Symbols and Legends Removed	Ea.	4	\$ 165.00	\$ 660.00		\$ -
1.60	Grooves Cut for Pavement Marking	STA	42.74	\$ 32.00	\$ 1,367.68		\$ -
1.61	Grooves Cut for Symbols and Leger	Ea.	17	\$ 147.00	\$ 2,499.00		\$ -
1.62	Temporary Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	0.1	\$ 1,000.00
1.63	Traffic Signs, OM-2, 18"x18"	Ea.	3	\$ 410.00	\$ 1,230.00		\$ -
1.64	Traffic Signs, W14-1, 30"x30"	Ea.	1	\$ 425.00	\$ 425.00		\$ -
1.65	Wood Posts	LF	36	\$ 2.50	\$ 90.00		\$ -
1.66	Remove and Reinstall Traffic Signs	Ea.	2	\$ 210.00	\$ 420.00		\$ -
1.67	Remove and Salvage Traffic Sign As	Ea.	2	\$ 150.00	\$ 300.00		\$ -
1.68	Hydraulic Seed, Seed, Fertiliz, & M	Acre	3.8	\$ 3,000.00	\$ 11,400.00		\$ -
1.69	Watering	Mgal	250	\$ 50.00	\$ 12,500.00		\$ -
1.70	Plants, Tree, 4" Dia	Ea.	4	\$ 1,000.00	\$ 4,000.00		\$ -
1.71	SWPPP Preparation	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
1.72	SWPPP Management	LS	1	\$ 2,750.00	\$ 2,750.00	0.1	\$ 275.00
1.73	Wattle, 9"	LF	510	\$ 2.00	\$ 1,020.00		\$ -
1.74	Wattle, Removal	LF	510	\$ 0.01	\$ 5.10		\$ -
1.75	Rip Rap, Class E Revetment Stone	Ton	187	\$ 55.00	\$ 10,285.00		\$ -
1.76	Silt Fence/Silt Fence Ditch Check	LF	1,964	\$ 1.85	\$ 3,633.40	1,505	\$ 2,784.25
1.77	Silt Fence/Silt Fence Ditch Check, R	EA	9	\$ 100.00	\$ 900.00		\$ -
1.78	Silt Fence/Silt Fence Ditch Check, R	LF	1,964	\$ 0.01	\$ 19.64		\$ -
1.79	Track-out Control	SY	275	\$ 5.00	\$ 1,375.00	60	\$ 300.00
1.80	Dust Control, Water	Mgal	1	\$ 100.00	\$ 100.00		\$ -
1.81	Dust Control, Calcium Chloride	Ton	0.4	\$ 100.00	\$ 40.00		\$ -
1.82	Inlet Protection Device, Open Thro	Ea.	11	\$ 100.00	\$ 1,100.00		\$ -
1.83	Inlet Protection Device, Maintenan	Ea.	11	\$ 0.01	\$ 0.11		\$ -
1.84	Construction Survey	LS	1	\$ 7,500.00	\$ 7,500.00	0.25	\$ 1,875.00
1.85	Mobilization	LS	1	\$ 2,000.00	\$ 2,000.00	0.25	\$ 500.00
1.86	Maintenance of Postal Service	LS	1	\$ 400.00	\$ 400.00		\$ -
1.87	Concrete Washout	LS	1	\$ 400.00	\$ 400.00		\$ -
Contract Price:							\$ 195,047.75

MATERIALS STORED SUMMARY

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

SUMMARY

Stored

Total Earned \$ 195,047.75

Retainage (3%) \$ 5,851.43

Total Earned Less Retainage \$ 189,196.32

Total Previously Approved \$ 112,795.72

Percent Complete 15% **Amount Due This Request** \$ 76,400.60

Prepared By:
Bathie Construction

Recommended By:

Approved By:

Signature: Maya Gauthier, Sign

Signature: Dave Sibley

Signature: _____

Name: Mary L Rathje

Name: Dave Schechinger

Name: _____

Title: SECRETARY

Title: Engineer

Title:

Date: 12-31-2025

Date: December 30, 2025

Date:

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
January 5, 2026**

- I will be on vacation and out of the country from Wednesday, January 14, 2026, through Sunday, January 18, 2025.
- The next Police Advisory Board meeting will be held at 9 a.m. on Wednesday, January 7, 2026.
- The next Iowa City Managers Association Board meeting will be held on Friday, January 9, 2026