

City of Monticello, Iowa

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Posted on July 12, 2019 at 4:35 p.m.

Monticello City Council Regular Meeting July 15, 2019 @ 6:00 p.m.
Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

Mayor:	Brian Wolken	City Administrator:	Doug Herman
City Council:		Staff:	
At Large:	Dave Goedken	City Clerk/Treas.:	Sally Hinrichsen
At Large:	Brenda Hanken	Public Works Dir.:	Nick Kahler
Ward #1:	Rob Paulson	City Engineer:	Patrick Schwickerath
Ward #2:	Candy Langerman	Police Chief:	Britt Smith
Ward #3:	Chris Lux	Ambulance Dir.:	Dawn Brus
Ward #4:	Tom Yeoman		

- Call to Order – 6:00 P.M.
- Pledge of Allegiance
- Roll Call
- Agenda Addition/Agenda Approval

Open Forum: 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 lectern and give your name and address for the public record before discussing your item. Individuals are normally limited to speaking for no more than three (3) minutes on a topic and the Open Forum is by rule limited to a total of twenty (20) minutes.

Consent Agenda (These are routine items and will be enacted by one motion without separate discussion unless someone requests an item removed to be considered separately.)

Approval of Council Mtg. Minutes	July	01, 2019
Approval of Payroll	June	04, 2019
Approval of Bill List		
Approval of Treasurer's Report		
Approval of Diamond Pi Liquor License		

Motions: None

Public Hearings and Related Action:

1. **Public Hearing** on Proposed Economic Development Agreement between City of Monticello and Mercy Care Management, Inc.
2. **Public Hearing** on Amendment to Urban Renewal Plan to provide for Economic Development Incentives to Mercy Care Management, Inc.
3. **Resolution** to approve Development Agreement between City of Monticello and Mercy Care Management, Inc.
4. **Resolution** to approve Amendment to Urban Renewal Plan to include Development Agreement and Economic Development Incentives to Mercy Care Management, Inc.

Resolutions:

5. **Resolution** to approve Agreement for Communication Services between the City of Monticello and Jones County for FY '20
6. **Resolution** to approve internal loans from General Fund to Water Operating and Storm Water Fund.
7. **Resolution** to approve Sidewalk Repair Agreement between City of Monticello and David Boehm.
8. **Resolution** to approve amendments to Employment Agreement with Monticello Chief of Police.
9. **Resolution** to approve amendments to Employment Agreement with Monticello City Administrator.

Ordinances:

10. **Ordinance** approving rezoning of Property located at 215 W. 7th Street from M-1 Light Manufacturing to R-3 Condominium District. (2nd Reading)
11. **Ordinance** approving rezoning of Property located at 853 S. Main Street from R-1 Single Family Residential to R-3 Condominium District (2nd Reading)

Reports / Potential Action:

- Engineer Report
- Police Chief Report
- Administrator Report

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.

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July 1, 2019 – 6:00 P.M.
Community Media Center

Mayor Brian Wolken called the meeting to order. Council present: Brenda Hanken, Rob Paulson, Candy Langerman, Chris Lux and Tom Yeoman. Also present were City Administrator Doug Herman, City Clerk Sally Hinrichsen, Public Works Director Nick Kahler, Police Chief Britt Smith and City Engineer Patrick Schwickerath. Council Member Dave Goedken arrived later in the meeting.

Yeoman moved to approve the agenda, Lux seconded, roll call unanimous.

During Open Forum, Bud Coyle, 515 N Sycamore St, commented on what he saw as poor cemetery upkeep. Gaylen Kray, 634 N Sycamore, agreed with Coyle. Kray also commented on the Diamond Drive ball diamond garbage cans not being emptied two weeks in a row and smelled. Kray also stated the dumpsters at City Park overflowing on the weekend.

Lux moved to approve the consent agenda, Langerman seconded, roll call unanimous.

Wolken opened the Public Hearing on Tom Yeoman's request to rezone property located at 215 W 7th Street from M-1 Light Manufacturing to R-3 Condominium District. Mike Holmes commented that he wanted to be sure there would not be an issue with his auto repair shop and a nearby stock yard, also commenting that he did not oppose the project and thought it would be an improvement to the area. Staff reported that no oral or written comments had been received. Wolken moved to close the public hearing. Paulson introduced and moved Ordinance #726 amending Chapter 165 "Zoning Regulations" and amending the Official Zoning map, first reading and in title only, Lux seconded. Roll call: All ayes except Yeoman who abstained.

Wolken opened the Public Hearing on Dean Stevens' request to rezone property located at 853 South Main Street from R-1 Single Family Residential to R-3 Condominium District. There was no public comment and staff reported that no oral or written comments had been received. Wolken moved to close the public hearing. Yeoman introduced and moved Ordinance #727 amending Chapter 165 "Zoning Regulations" and amending the Official Zoning map, first reading and in title only, Langerman seconded, roll call unanimous.

Yeoman moved to approve Resolution #19-94 Approving Pay Request #3 from Horsfield Construction related to North Sycamore Street Reconstruction Project in the amount of \$274,824.93, Langerman seconded, roll call unanimous.

Langerman moved to approve Resolution #19-95 Approving Change Order #3 submitted by Horsfield Construction, Inc related to North Sycamore Street Reconstruction Project in the amount of \$2,313.38, Lux seconded, roll call unanimous.

Smith reported on meeting attended by Wolken, Yeoman, Langerman, Herman and himself, with Jones County Supervisors Ned Rohwedder and Wayne Manternach, County Auditor Janine Sulzner and Sheriff Greg Graver. Lux moved to approve Resolution #19-96 Approving Agreement for Communication Services between Jones County, Jones County Sheriff and City of

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Monticello, Yeoman seconded, roll call unanimous. This agreement was for Fiscal Year 2018-2019.

Lux moved to approve Resolution #19-97 to approve Contract for Municipal Attorney's fees between the City of Monticello and Lynch Dallas, P.C., Langerman seconded, roll call unanimous.

Fire Chief Don McCarthy reported that the Fire Department wished to seek bids on a new pumper fire truck. The estimated cost is \$330,000.00 and the truck would be paid for with previously set aside funds. Fire Board recommended authorizing fire department to solicit bids for pumper fire truck. Hanken moved to approve Resolution #19-98 authorizing Fire Department to seek bids on new "Pumper Fire Truck", Yeoman seconded, roll call unanimous

Langerman moved to approve Resolution #19-99 approving Conditional Rezoning Agreement between City of Monticello and Mitch and Kendi Monk for 5 Spring Farm Lane, Unit 1 & 2, Lux seconded, roll call unanimous.

Langerman moved Ordinance #725 amending Chapter 165 "Zoning Regulations" and amending the Official Zoning map, third and final reading and in title only; with the following conditions as spelled out in a Conditional Rezoning Agreement: at least one unit must be owner occupied, no regular aboveground discharge from septic system, and only two, two bedroom condos would be allowed, Hanken seconded, roll call unanimous.

Herman reported using North Sycamore Street project waste at the compost site which has since been graded with rock put down. Herman has a quote for a security system and is awaiting an updated fence quote and landscape quote.

Herman reported a few more residents on Seventh Street have turned in responses agreeing to a voluntary assessment if their street is reconstructed but because a number residents have not, responded the City would need to follow the special assessment process. Engineer is working on water, sanitary sewer and storm sewer specifications. Council member Dave Goedken arrived.

Herman asked if the Council had given additional consideration to the potential sale of City owned property on Diamond Drive. Wolken stated that Alice Brighton is interested in purchasing some of the lot to make her lot larger. Herman will publish notice that the City is considering the sale of at least a portion of the property and request proposals from interested persons.

Herman reported that the City Fountain is operational. He reported that it was using the same spray head that had always been used but that the spray pattern and water pressure was not currently identical.

Herman reported that he sent letters to the two residents on Maple Street near Ninth Street who do not have sidewalks, as discussed at prior meeting and has not heard from them. He will reach out to them again. Council discussed putting in curb and gutter between Madalyn Court and Ninth Street; and to install handicap ramps in that area.

Schwickerath reviewed progress on the North Sycamore Street project. He reported that the project is on schedule and they intend to have sub-base done from First Street to Sixth Street

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prior to the fair. The sanitary sewer is installed to Sixth Street and work continues on other infrastructure. Engineer, contractor and City staff will be meeting prior to fair to discuss barricading the sidewalks along the project area.

Goedken asked Council to go to City Parks and look at some of the trees. He felt the trees need to be mulched to save them from being hit by the mowers.

Hinrichsen reported election papers are now available for anyone interested in seeking election.

Langerman move to adjourn at 6:42 P.M.

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

PAYROLL - JULY 4, 2019

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	June 17 - 30, 2019				
Devin Arduser	\$ 117.11	\$ -	0.00	0.00	\$ 100.41
Dawn Brus	1,522.13	-	0.00	0.00	1,101.50
Johnathan Geiger	51.00	-	0.00	0.00	43.73
Drew Haag	277.04	-	0.00	0.00	234.53
Jessica Heasty	114.24	-	0.00	0.00	97.95
Ben Hein	100.80	-	0.00	0.00	86.43
Mary Intlekofer	1,911.00	-	0.00	0.00	1,301.51
Dean Jensen	261.00	-	0.00	0.00	221.79
Brandon Kent	1,911.00	-	0.00	0.00	1,244.52
Jim Luensman	682.50	-	0.00	0.00	516.68
Lori Lynch	1,911.00	-	0.00	0.00	1,290.87
Dave McNeill	142.56	-	0.00	0.00	122.23
Mandy Norton	117.12	-	0.00	0.00	100.42
Shelly Searles	1,911.00	-	0.00	0.00	1,326.03
Jeffrey Silver	1,044.00	-	0.00	0.00	807.01
Brenda Surom	546.00	-	0.00	0.00	411.61
Chris Szymanowski	1,827.00	-	0.00	0.00	1,184.73
Jenna Weih	375.00	-	0.00	0.00	313.27
Curtis Wyman	225.00	-	0.00	0.00	136.52
TOTAL AMBULANCE	\$ 15,046.50	\$ -	0.00	0.00	\$ 10,641.74
CEMETERY	June 15 - 28, 2019				
Dan McDonald	\$ 1,656.01	\$ -	0.00	0.00	\$ 1,194.85
TOTAL CEMETERY	\$ 1,656.01	\$ -	0.00	0.00	\$ 1,194.85
CITY HALL	June 16 - 29, 2019				
Cheryl Clark	\$ 1,684.00	\$ -	7.50	7.50	\$ 1,134.88
Doug Herman	3,720.71	-	0.00	0.00	2,685.82
Sally Hinrichsen	2,488.06	-	0.00	0.00	1,649.49
Nanci Tuel	1,486.41	-	0.00	0.00	977.34
TOTAL CITY HALL	\$ 9,379.18	\$ -	7.50	7.50	\$ 6,447.53
FIRE					
Drew Haag	\$ 100.00	\$ -	0.00	0.00	\$ 85.74
Nick Kahler	60.00	-	0.00	0.00	51.44
Don McCarthy	125.00	-	0.00	0.00	107.18
Billy Norton	100.00	-	0.00	0.00	85.74
TOTAL FIRE	\$ 385.00	\$ -	0.00	0.00	\$ 330.10
LIBRARY	June 17 - 30, 2019				
Molli Hunter	\$ 290.06	\$ -	0.00	0.00	\$ 246.63
Penny Schmit	1,074.40	-	0.00	0.00	787.74
Madonna Thoma-Kremer	988.80	-	0.00	0.00	629.95
Michelle Turnis	1,615.38	-	0.00	0.00	1,003.74
TOTAL LIBRARY	\$ 3,968.64	\$ -	0.00	0.00	\$ 2,668.06
MBC	June 17 - 30, 2019				
Jacob Oswald	\$ 1,892.31	\$ -	0.00	0.00	\$ 1,422.50
Shannon Poe	1,576.92	-	0.00	0.00	1,076.28

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DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
MBC (cont.)					
Bob Urbain	21.75	-	0.00	0.00	17.67
TOTAL MBC	\$ 3,490.98	\$ -	0.00	0.00	\$ 2,516.45
POLICE	June 17 - 30, 2019				
Peter Fleming	\$ 1,884.87	\$ -	0.00	0.00	\$ 1,346.27
Dawn Graver	2,056.80	-	0.00	0.00	1,476.08
Erik Honda	2,031.96	-	0.00	0.00	1,515.26
Jordan Koos	2,939.84	-	0.00	0.00	2,229.02
Britt Smith	2,567.27	-	0.00	0.00	1,881.23
Madonna Staner	1,486.40	-	0.00	0.00	1,122.44
Brian Tate	2,331.76	-	0.00	0.00	1,592.23
Robert Urbain	282.75	-	0.00	0.00	230.00
TOTAL POLICE	\$ 15,581.65	\$ -	0.00	0.00	\$ 11,392.53
ROAD USE	June 15 - 28, 2019				
Zeb Bowser	\$ 1,935.46	\$ 279.45	0.00	0.00	\$ 1,450.10
Eric Jungling	1,774.81	218.81	0.00	0.00	1,250.26
TOTAL ROAD USE	\$ 3,710.27	\$ 498.26	0.00	0.00	\$ 2,700.36
SANITATION	June 15 - 28, 2019				
Michael Boyson	\$ 510.00	\$ 61.20	0.00	0.00	\$ 342.14
Nick Kahler	2,175.42	439.42	0.00	0.00	1,564.55
TOTAL SANITATION	\$ 2,685.42	\$ 500.62	0.00	0.00	\$ 1,906.69
SEWER	June 15 - 28, 2019				
Tim Schultz	\$ 1,732.09	\$ 16.09	0.00	0.00	\$ 1,210.60
Jim Tjaden	2,230.77	-	0.00	0.00	1,610.91
TOTAL SEWER	\$ 3,962.86	\$ 16.09	0.00	0.00	\$ 2,821.51
SWIMMING POOL	June 14 - 27, 2019				
Harrison Ahrlichs	\$ 67.50	\$ -	0.00	0.00	\$ 62.33
Sophia Ahrlichs	668.09	-	0.00	0.00	616.98
Sydney Ballou	552.48	-	0.00	0.00	510.22
Allyson Bartachek	161.95	-	0.00	0.00	147.98
Lucas Bartachek	24.00	-	0.00	0.00	22.16
Rylee Bauer	162.19	-	0.00	0.00	149.78
McKenna Bell	229.23	-	0.00	0.00	201.39
Maci Boffeli	434.00	-	0.00	0.00	364.02
Mya Boffeli	642.76	-	0.00	0.00	524.46
Aubree Fairley	476.24	-	0.00	0.00	439.80
Sullivan Flynn	115.50	-	0.00	0.00	106.67
Corinne Gadiant	191.10	-	0.00	0.00	171.99
Leah Holub	141.45	-	0.00	0.00	130.63
Austin Kurt	67.50	-	0.00	0.00	62.33
Lilly Lambert-Lanczos	137.58	-	0.00	0.00	127.06
Megan Mahoney	338.00	-	0.00	0.00	287.96
Evan Martensen	100.50	-	0.00	0.00	92.81
Macy McDonough	43.25	-	0.00	0.00	39.94
Kenna Melchert	316.00	-	0.00	0.00	270.85

PAYROLL - JULY 4, 2019

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
SWIMMING POOL (cont.)					
Elizabeth Petersen	323.28	-	0.00	0.00	298.55
Dylan Ponder	60.00	-	0.00	0.00	55.41
Rylan Roher	28.50	-	0.00	0.00	26.32
Madeline Stadtmueller	507.91	-	0.00	0.00	469.06
Ian Temple	84.00	-	0.00	0.00	77.57
Robert Urbain	184.88	-	0.00	0.00	150.40
Maci Welter	467.40	-	0.00	0.00	406.67
Andrue Wright	301.35	-	0.00	0.00	278.30
TOTAL SWIMMING POOL	\$ 6,826.64	\$ -	0.00	0.00	\$ 6,091.64
WATER					
	June 15 - 28, 2019				
Daniel Pike	\$ 1,656.00	\$ -	5.25	5.25	\$ 1,198.94
TOTAL WATER	\$ 1,656.00	\$ -	5.25	5.25	\$ 1,198.94
TOTAL - ALL DEPTS.	\$ 68,349.15	\$ 1,014.97	12.75	12.75	\$ 49,910.40

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
ACCOUNTS PAYABLE CLAIMS				

	GENERAL			
	POLICE DEPARTMENT			
ALL TRAFFIC SOLUTIONS INC	PD EQUIP REPAIR/MAINT	152.50		
BOSS OFFICE SUPPLIES & SYS INC	PD OFFICE SUPPLIES	99.99		
CITY OF ANAMOSA	PD JCERT EXPENSES	2,000.00		
JOHN DEERE FINANCIAL	PD SUPPLIES	7.96		
KONICA MINOLTA BUSINESS	PD OFFICE SUPPLIES	53.49		
KOOB AUTOMOTIVE & TOWING INC	PD VEHICLE OPERATING	93.43		
MEDIACOM	PD TELEPHONE	87.13		
MEDICAL ASSOCIATES CLINIC PC	PD MMPI TEST - LAMEY	300.00		
MONTICELLO COMM SCHOOL DISTRICT	PD FUEL	1,054.59		
U.S. CELLULAR	PD CELL PHONES	165.37		
		=====		
	POLICE DEPARTMENT	4,014.46		
	AQUATIC CENTER			
BOSS OFFICE SUPPLIES & SYS INC	POOL OFFICE SUPPLIES	74.35		
CARRICO AQUATIC RESOURCES INC	POOL CHEMICALS	3,414.00		
ELSMORE SPORTS INC	POOL SWIM TEAM	41.40		
FAREWAY STORES #840-1	POOL CONCESSIONS	70.70		
LATISHIA LOVELL	POOL LESSONS REFUND	100.00		
HEATHER McDONALD	POOL SWIM LESSONS REFUND	105.00		
MEDIACOM	POOL TELEPHONE	43.31		
ASHLEY MILES	POOL SWIM TEAM SWIMSUIT REFUND	42.00		
MONTICELLO EXPRESS INC	POOL SWIM TEAM CARDS	80.80		
MYERS-COX CO.	POOL CONCESSIONS	1,259.36		
NEXT GENERATION PLBG & HTG LLC	POOL EQUIP REPAIR/MAINT	248.67		
		=====		
	AQUATIC CENTER	5,479.59		
	CEMETERY			
CHEMSEARCH	CEMETERY GROUNDS SUPPLIES	181.00		
JOHN DEERE FINANCIAL	CEMETERY GROUNDS SUPPLIES	59.95		
KROMMINGA MOTORS INC	CEMETERY EQUIP REPAIR/MAINT	63.61		
MONTICELLO COMM SCHOOL DISTRICT	CEMETERY FUEL	362.80		
MONTICELLO EXPRESS INC	CEMETERY ADVERTISING	166.40		
		=====		
	CEMETERY	833.76		
	SOLDIER'S MEMORIAL BOARD			
MEDIACOM	SLDR MEM TELEPHONE	25.78		
		=====		
	SOLDIER'S MEMORIAL BOARD	25.78		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
SNYDER & ASSOCIATES, INC	ENGINEERING FEES	3,232.75		
	ENGINEER	3,232.75		
	CITY HALL/GENERAL BLDGS			
ARNULFO ARRIAGA	CH AUDIT DEPOSIT REFUND	500.00		
IOWA INTERACTIVE LLC	ACH RETURN FEE - GRIFFIN	5.00		
IOWA LEAGUE OF CITIES	CH DUES	2,143.00		
JONES CO SAFE & HEALTHY	CH CONTRIBUTION	3,000.00		
JONES CO EXTENSION & OUTREACH	DISCOVERY CAMP DONATION	500.00		
JONES COUNTY JETS	CH CONTRIBUTION	1,500.00		
JONES COUNTY SENIOR DINING	CH CONTRIBUTION	3,700.00		
JONES COUNTY TOURISM ASSOC	CH CONTRIBUTION	1,139.00		
KRAUS PLUMBING & HEATING INC	CH BLDG REPAIR/MAINT	68.00		
LEE MFG CO LLC	CH CLOCK TOWER REPAIR/MAINT	2,200.00		
MED PLAST	CH FRANCHISE FEE REFUND	1,374.81		
MEDIACOM	CH TELEPHONE	163.24		
MONTICELLO EXPRESS INC	CH ADVERTISING	762.84		
	CITY HALL/GENERAL BLDGS	17,055.89		
	GENERAL	30,642.23		
	MONTICELLO BERNDES CENTER			
	PARKS			
CENTRAL IOWA DISTRIBUTING INC	MBC BUILDING SUPPLIES	42.23		
GREGORY DIRKS	MBC EQUIP REPAIR/MAINT	52.76		
JOHN DEERE FINANCIAL	MBC BUILDING SUPPLIES	32.99		
KONICA MINOLTA BUSINESS	MBC OFFICE SUPPLIES	24.63		
KROMMINGA MOTORS INC	MBC EQUIP REPAIR/MAINT	350.04		
MEDIACOM	MBC TELEPHONE	43.31		
MONTICELLO COMM SCHOOL DISTRCT	MBC FUEL	88.07		
NEXT GENERATION PLBG & HTG LLC	MBC BLDG REPAIR/MAINT	1,826.85		
	PARKS	2,460.88		
	MONTICELLO BERNDES CENTER	2,460.88		
	MONTICELLO TREES FOREVER			
	PUBLIC WORKS			
JOHN DEERE FINANCIAL	TREES	787.50		
	PUBLIC WORKS	787.50		

**ACCOUNTS PAYABLE ACTIVITY
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VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	MONTICELLO TREES FOREVER	787.50		
	FIRE			
	FIRE			
ROBERT P CLAUSSEN	FIRE EQUIP REPAIR/MAINT	277.60		
DANKO EMERGENCY EQUIPMENT INC	FIRE EQUIP REPAIR/MAINT	234.35		
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	10,199.00		
LAPORTE MOTOR SUPPLY	FIRE EQUIP REPAIR/MAINT	12.22		
MEDIACOM	FIRE TELEPHONE	43.31		
MONTICELLO COMM SCHOOL DISTRICT	FIRE FUEL	379.20		
	FIRE	11,145.68		
	FIRE	11,145.68		
	AMBULANCE			
	AMBULANCE			
AIRGAS USA, LLC	AMB MEDICAL SUPPLIES	94.45		
ALADTEC, INC.	AMB SOFTWARE	1,495.00		
FREESE MOTORS INC	AMB VEHICLE REPAIR/MAINT	39.88		
INFRASTRUCTURE TECHNOLOGY	AMB LENOVO NOTEBOOK/DOCK	1,716.33		
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	31,834.00		
MEDIACOM	AMB TELEPHONE	87.12		
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL	493.75		
U.S. CELLULAR	AMB CELL PHONES	68.04		
	AMBULANCE	35,828.57		
	AMBULANCE	35,828.57		
	HOTEL/MOTEL TAX			
	HOTEL/MOTEL			
E CENTRAL INTERGOVERNMENTAL	KEEP IOWA BEAUTIFUL MATCH	1,500.00		
JONES CO ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT FEE	10,000.00		
	HOTEL/MOTEL	11,500.00		
	HOTEL/MOTEL TAX	11,500.00		
	LIBRARY IMPROVEMENT			
	LIBRARY			
MICRO MARKETING LLC	LIB IMP VIDEO/DVD RECORDINGS	79.99		

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VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	LIBRARY	79.99		
	LIBRARY IMPROVEMENT	79.99		
	LIBRARY			
	LIBRARY			
CULLIGAN TOTAL WATER	LIB BUILDING SUPPLIES	12.41		
MEDIACOM	LIB TELEPHONE	120.28		
	LIBRARY	132.69		
	LIBRARY	132.69		
	AIRPORT			
	AIRPORT			
MONTICELLO COMM SCHOOL DISTRICT	AIRPORT FUEL	239.40		
	AIRPORT	239.40		
	AIRPORT	239.40		
	ROAD USE			
	STREETS			
BEHREND'S CRUSHED STONE	RU STREET MAINTENANCE SUPPLIES	205.92		
DIAMOND VOGEL PAINT CENTER 227	RU STREET MAINTENANCE SUPPLIES	213.90		
NICHOLAS KAHLER	RU EQUIP REPAIR/MAINT	77.02		
KROMMINGA MOTORS INC	RU EQUIP REPAIR/MAINT	51.24		
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT	78.77		
M TOWN TIRE & AUTO	RU EQUIP REPAIR/MAINT	200.00		
MEDIACOM	RU TELEPHONE	43.31		
MONTICELLO COMM SCHOOL DISTRICT	RU FUEL	444.83		
MONTICELLO EXPRESS INC	RU SUPPLIES	22.99		
L.L. PELLING CO	RU FACILITIES/ROADWAYS	50,975.82		
	STREETS	52,313.80		
	ROAD USE	52,313.80		
	EMPLOYEE BENEFITS			
	POLICE DEPARTMENT			
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	14,924.00		

**ACCOUNTS PAYABLE ACTIVITY
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VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	POLICE DEPARTMENT	14,924.00		
	STREETS			
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	11,288.00		
	STREETS	11,288.00		
	LIBRARY			
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	458.00		
	LIBRARY	458.00		
	PARKS			
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	2,479.00		
	PARKS	2,479.00		
	AQUATIC CENTER			
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	2,159.00		
	AQUATIC CENTER	2,159.00		
	CEMETERY			
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	2,025.00		
	CEMETERY	2,025.00		
	SUPER MAC FUND			
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	59.00		
	SUPER MAC FUND	59.00		
	MAYOR AND CITY COUNCIL			
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	32.00		
	MAYOR AND CITY COUNCIL	32.00		
	CLERK/CITY ADMIN			
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	4,394.00		
	CLERK/CITY ADMIN	4,394.00		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	EMPLOYEE BENEFITS	37,818.00		
	TIF PROJECT			
	STREETS			
ROTO-ROOTER SNYDER & ASSOCIATES, INC	N SYCAMORE ST PROJECT	90.00		
	N SYCAMORE ST PROJECT	6,787.81		
	STREETS	6,877.81		
	TIF PROJECT	6,877.81		
	CAPITAL IMPROVEMENT			
	STREETS			
ROTO-ROOTER SNYDER & ASSOCIATES, INC	N SYCAMORE ST PROJECT	60.00		
	N SYCAMORE ST PROJECT	4,525.21		
	STREETS	4,585.21		
	CAPITAL IMPROVEMENT	4,585.21		
	BATY DISC GOLF COURSE			
	PARKS			
MONTICELLO COMM SCHOOL DISTRICT	BATY DG FUEL	69.81		
	PARKS	69.81		
	BATY DISC GOLF COURSE	69.81		
	TRUST/IOMA MARY BAKER			
	LIBRARY			
OVERDRIVE	LIB BAKER BOOKS	200.72		
	LIBRARY	200.72		
	TRUST/IOMA MARY BAKER	200.72		
	WATER			
	WATER			
HAWKINS WATER TREATMENT	WATER SUPPLIES	10.00		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
HYGIENIC LABORATORY	WATER LAB TESTS	52.00		
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	6,295.00		
IOWA DEPT OF NATURAL RESOURCES	WATER DUES	434.21		
JOHN DEERE FINANCIAL	WATER EQUIP REPAIR/MAINT	7.99		
M TOWN TIRE & AUTO	WATER EQUIP REPAIR/MAINT	67.46		
MONTICELLO COMM SCHOOL DISTRCT	WATER FUEL	294.27		
U.S. CELLULAR	WATER CELL PHONE	42.47		
		=====		
	WATER	7,203.40		
		=====		
	WATER	7,203.40		
	CUSTOMER DEPOSITS			
	WATER			
CITY OF MONTICELLO	YONKOVIC/RUSSELL & NIKKI	50.00		
		=====		
	WATER	50.00		
		=====		
	CUSTOMER DEPOSITS	50.00		
	SEWER			
	SEWER			
FAREWAY STORES #840-1	SEWER LAB SUPPLIES	9.96		
HACH COMPANY	SEWER LAB SUPPLIES	532.15		
HYGIENIC LABORATORY	SEWER LAB TESTS	1,107.00		
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	7,841.00		
JOHN DEERE FINANCIAL	SEWER EQUIP REPAIR/MAINT	22.65		
M TOWN TIRE & AUTO	SEWER EQUIP REPAIR/MAINT	267.46		
MONTICELLO COMM SCHOOL DISTRCT	SEWER FUEL	294.29		
WINDSTREAM IOWA-COMM. INC.	SEWER PHONE	54.36		
		=====		
	SEWER	10,128.87		
		=====		
	SEWER	10,128.87		
	SEWER CAPITAL IMPROVEMENT			
	SEWER			
SNYDER & ASSOCIATES, INC	SEWER FACILITY EVALUATION	3,763.50		
		=====		
	SEWER	3,763.50		
		=====		
	SEWER CAPITAL IMPROVEMENT	3,763.50		

SANITATION

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	SANITATION			
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	5,247.00		
JONES COUNTY SOLID WASTE	SANITATION LOAD TICKETS	4,817.60		
MONTICELLO COMM SCHOOL DISTRICT	SANITATION FUEL	115.39		
REPUBLIC SERVICES	DUMPSTER COLLECTIONS	10,104.04		
		<u>20,284.03</u>		
	SANITATION	20,284.03		
	SANITATION CAPITAL IMPROV			
	SANITATION			
B & J HAULING & EXCAVATION INC	YARD WASTE SITE	9,193.00		
BEHREND'S CRUSHED STONE	YARD WASTE SITE	4,105.02		
		<u>13,298.02</u>		
	SANITATION	13,298.02		
	SANITATION CAPITAL IMPROV	13,298.02		
**** SCHED TOTAL ****		249,410.11		
***** REPORT TOTAL *****		<u>249,410.11</u>		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS FUND SUMMARY**

FUND	FUND NAME	TOTAL	CHECK#	DATE
001	GENERAL	30,642.23		
005	MONTICELLO BERNDES CENTER	2,460.88		
014	MONTICELLO TREES FOREVER	787.50		
015	FIRE	11,145.68		
016	AMBULANCE	35,828.57		
018	HOTEL/MOTEL TAX	11,500.00		
030	LIBRARY IMPROVEMENT	79.99		
041	LIBRARY	132.69		
046	AIRPORT	239.40		
110	ROAD USE	52,313.80		
112	EMPLOYEE BENEFITS	37,818.00		
325	TIF PROJECT	6,877.81		
332	CAPITAL IMPROVEMENT	4,585.21		
338	BATY DISC GOLF COURSE	69.81		
503	TRUST/IOMA MARY BAKER	200.72		
600	WATER	7,203.40		
602	CUSTOMER DEPOSITS	50.00		
610	SEWER	10,128.87		
613	SEWER CAPITAL IMPROVEMENT	3,763.50		
670	SANITATION	20,284.03		
671	SANITATION CAPITAL IMPROV	13,298.02		

City of Monticello - Monthly Summary - June 1st thru 30th, 2019

Reviewed by: *Debra Hildner* 7/1/2019

Fund	Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Clerk's Cash In Bank	Investments	Investments Bank	Ending Fund Balance
GENERAL FUNDS:														
	General	519708.74	87568.84	2713.62	40110.00	96140.45	130606.61	423354.14	810.00	-330619.22	753358.36	5.00	6454.05	423354.14
	Soldiers Memorial Board	12298.58	50.00			833.77		11614.81						11514.81
	Monticello Berrides Center	119989.38	3155.00	111.24		18575.34		104680.28	100.00	97077.37	7502.91			104680.28
	Dare	6912.86		0.08				6912.94		6912.94				6912.94
	Insurance Fund	29864.52		54.78		1077.46		28841.84		18643.99	10197.85			28841.84
	Monticello Trees Forever	34988.81	45.00	39.45				35083.26		35083.26				35083.26
	Fire	326107.58	12200.60	4332.39	40000.00	19619.34	40000.00	323021.23		229315.10	93706.13			323021.23
	Ambulance Operating	43199.41	24786.78	124.57	18750.00	36475.82		50383.94		19185.56	31198.38			50383.94
	Hotel/Motel Tax Fund	16063.82	3992.10	29.51		32.95		20052.48		20052.48				20052.48
	Earl F Lehmann Trust	237.80		0.09				237.89			237.89			237.89
	Street Bond	1000.00	750.00					1750.00		1750.00				1750.00
	Police Improvement	183.81		0.30				184.11		184.11				184.11
	Library Improvement	44987.49		83.21		1501.24		43579.46		15078.75	28500.71			43579.46
	Library	12702.56	1090.97		10000.00	10543.82	3000.00	10266.42	75.00	10191.42				10266.42
	Equipment Set-A-Side	109098.42		218.96	10000.00		40110.00	79207.38		-17174.33	96381.71			79207.38
	Super Mac	9020.59		14.80		1450.40		7584.99		7584.99				7584.99
	Airport	-2021.23	25610.86	23.21		3365.65		20247.19		20247.19				20247.19
	Revolving Loan Fund	28153.12	75.00	52.92				28281.04		12412.23	15868.81			28281.04
SPECIAL REVENUE FUNDS:														
	Road Use Tax	522994.88	38730.32			26584.78		536140.42		34865.82	501174.60			536140.42
	Employee Benefits	438979.47	4231.20	864.15		33486.25		410588.57		80849.92	329738.65			410588.57
	TIF Tax Collections	840817.40	10061.39	2804.45		582908.00		270765.24		-108533.57	379298.81			270765.24
	Slavka Gehret Trust	203839.36		212.88		403.92		203648.32		-113.78	103762.10		100000.00	203648.32
	Police Forfeiture Acct	841.15		1.38				842.53		842.53				842.53
DEBT SERVICE FUNDS:														
	Debt Service	418077.86	3941.80	480.05	264173.00	800530.25		86142.46		-109117.18	195259.64			86142.46
	TIF - Debt Payments	0.00			520066.00	520066.00		0.00						0.00
PERMANENT FUNDS:														
	Park Improvements	25084.19	200.00	33.34				25317.53		25317.53				25317.53
	Library Capital Improvement	1710.18		2.81	3000.00			4712.99		4712.99				4712.99
	Ambulance Improvements	69701.19	1646.93	144.16				71492.28		6110.30	65381.98			71492.28
	TIF Projects	1424585.66				165056.90		1259528.76		759528.76	500000.00			1259528.76
	Cemetery Improvements	44607.03	2.50	4196.64				48806.17		8561.48	40244.69			48806.17
	Cap Imp - FACC	0.00						0.00		0.00				0.00
	Capital Improvements	1017312.55		1459.66	17500.00	150513.93		885756.28		384730.34	501027.94			885756.28
	Youth Baseball & Softball	0.00						0.00						0.00
	Low Income Housing	14796.22		30.41				14826.63		-4193.68	14826.63			14826.63
	MDC Funds	-4003.68				190.00		-4193.68		-4193.68				-4193.68
	Baty Disc Golf Course	14767.55		22.82		921.00		13869.37		13695.73	173.64			13869.37
	Mary Maxine Redmond Trust	8398.07		17.08				8415.15		428.16	7986.99			8415.15
	Pocket Park	13761.00		22.62				13783.62		13783.62				13783.62
PERMANENT FUNDS:														
	Cemetery Perpetual Care	164374.80	2.50					164377.30		151890.50	12486.80			164377.30
	Charles S Bidwell Book Trust	83908.43		61.19		300.74		83668.88		-50.00	33718.88			83668.88
	Fortia Mary Baker Trust	40544.26		83.58		233.99		40493.85		-241.14	40734.98		50000.00	40493.85
ENTERPRISE FUNDS:														
	Water Operating	46270.04	33661.63	72.19	40770.37	17944.27	102774.25	55.71		-7879.17	8034.88			55.71
	Customer Deposits	90975.70	1330.00			1030.00		91275.70		9703.14	81572.56			91275.70
	Water Capital Improvements	883.85	609.33	95.56				1588.74		15.42	1573.32			1588.74
	Sewer Operating	157623.72	45484.43	314.55		29815.41	150687.25	22920.04		-78052.26	100972.30			22920.04
	Sewer Capital Improvements	98164.85	609.32	274.22				99048.39		46419.16	52629.23			99048.39
	Sanitation	11789.53	40818.73	5.75		49109.47		3504.54		3504.54				3504.54
	Sanitation Capital Improvements	63333.07		121.47				63454.54		21204.59	42249.95			63454.54
	Storm Water fund	-25137.70	2420.86		33586.24	157.90	10711.50	0.00						0.00
	Self Funded Insurance	0.00	2628.58			2628.58		0.00						0.00
AGENCY FUNDS														
	Flex Spending	246.49	38.46					286.95		286.95				286.95
	Enterprise Flex Spending	301.19	115.38					416.57		416.57				416.57
TOTAL OF ALL FUNDS														
		7102166.56	346845.51	19136.81	997955.61	2371495.63	477889.61	5616719.25	785.00	1404613.11	4049563.44	5303.65	156454.05	5616719.25

City of Monticello
 Cash On Hand By Bank
 For June 30, 2019

Amman 7/21/2019

Bank	Amount	Interest rate	Maturity date	Length of investment	Purpose
F & M Bank					
Total by Bank	\$0.00				
Citizens State Bank					
Savings # 6025641	\$237.89	0.150	N/A		Earl F Lehmann Trust
Total by Bank	\$237.89				
Dutrac Credit Union					
Savings #227064-2	\$5.00		N/A		General Fund
CD #227064-2	\$150,000.00	3.100	4/15/2020		Slavka Gehret/Bidwell
Total by Bank	\$150,005.00				
Regions Banks					
Checking # 0002959379	\$5,060.76		N/A		Soldiers Memorial
CD #89100344	\$6,454.05	0.05	8/18/2019	212 days	Soldiers Memorial
Total by Bank	\$11,514.81				
Fidelity Bank & Trust					
	\$0.00				
	\$0.00				
Ohnward Bank & Trust					
General Ckg/Sweep #40002008	\$1,434,572.97	2.44	N/A		General Checking
Property Tax & Water #40001992	\$4,049,563.44	2.44	N/A		General Savings
Total by Bank	\$5,484,136.41				
Total Cash on Hand- All Banks	\$5,645,894.11				
Plus Petty Cash	\$785.00				Clerk's Office, Library, Aquatic Center and Berndes Center
Adjust Bank Error	\$0.00				
Plus Outstanding Credit Card Pymt	\$50.11				
Less Outstanding Checks	\$30,009.97				
Treasurer's Balance	\$5,616,719.25				

All of the accounts referenced above are "City" accounts, reported under the City Federal I.D. #. This is an all inclusive list of such accounts, including all Clerk's Office and Departmental Checking Accounts, same being subject to review during the annual City audit. In addition to the above accounts, the following component units, while legally separate entities from the City, are considered by the auditor to be "so intertwined with the City" that they are also subject to review during the City audit.

- Riverside Gardeners, Inc
- Monticello Firefighters Organization, Inc
- Monticello Emergency Medical Team
- Friends of the Monticello Public Library
- Monticello Youth Baseball & Softball Assn

City of Monticello
Bank Reconciliation Report
For the Month of June 2019

Bank Balance		
General Checking	\$1,434,572.97	
Property Tax & Water	\$4,049,563.44	
Soldiers Memorial Ckg	\$5,060.76	
Earl F Lehmann Trust	\$237.89	
DuTrac Savings	\$5.00	
	<hr/>	
Total Bank Balance		\$5,489,440.06
Plus (Minus) Adjustment:		
Bank Charge/Error	\$0.00	
	<hr/>	
Total Adjustment		\$0.00
Plus Outstanding Credit Card Pymt:		
Credit Card Payments	\$50.11	
	<hr/>	
Total Outstanding Credit Card Pymts		\$50.11
Less Outstanding Checks:		
Financial/Payroll	\$30,009.97	
Soldiers Memorial	\$0.00	
	<hr/>	
Total Outstanding Checks		\$30,009.97
Plus Investments:		
Time Certificates	\$156,454.05	
Petty Cash	\$785.00	
	<hr/>	
Total Investments		\$157,239.05
Treasurer's Balance		<u>\$5,616,719.25</u>

Prepared By: Sally Hinrichsen 7-10-2019
Sally Hinrichsen, City Clerk

Reviewed by: [Signature] 7/17/2019
Doug Hermal, City Administrator

City Council Meeting
 Prep. Date: 06/14/19
 Preparer: Doug Herman



Agenda Item: 1-4
 Agenda Date: 06/17/2019

Agenda Items Description: Public Hearing on Proposed Economic Development Agreement between City of Monticello and Mercy Care Management, Inc.; Public Hearing on Amendment to Urban Renewal Plan to provide for Economic Development Incentives to Mercy Care Management, Inc. Resolution to approve Development Agreement between City of Monticello and Mercy Care Management, Inc. Resolution to approve amendment to Urban Renewal Plan to include Development Agreement and Economic Incentives to Mercy Care Management, Inc.

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session

Attachments & Enclosures:
Proposed Resolution
Proposed Agreement

Fiscal Impact:	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The Proposed Agreement provides for the payment of two TIF grant payments of \$20,000 each, to Mercy Care over two years to reimburse them, if you will, for a portion of the land acquisition (two acres) costs and tax rebates consistent with other agreements and partial tax rebates over ten years, also consistent with other rebate agreements.

Background Information: Mercy Care, after taking over Dr. First's practice has decided to build a new facility near Kirkwood if the City agreed to incentives similar to incentives offered other developers in the area. Based thereon I put together a Developer Agreement for your review which received preliminary Council approval at a prior meeting. A public hearing was set for tonight after which the Development Agreement would be considered for final approval. In addition, an amendment to the Monticello Urban Renewal Plan was also set for tonight with the purpose of accepting public comment on the amendment to said plan to include the provision of incentives to Mercy Care as set out in the Development Agreement. After the public hearing the Council can consider the approval of the Urban Renewal Plan amendment.

Incentives include \$20,000 per acre times two acres totaling \$40,000, with \$20,000 paid upon completion and issuance of an occupancy permit and \$20,000 payable on the one year anniversary of that payment.

Tax rebates would be consistent with rebates offered other developers at the following percentages over a ten (10) year period. (Year 1, 100% moving to the following percentages over the next nine years: 85%, 80%, 75%, 70%, 65%, 60%, 60%, 60%) If taxes are paid on \$800,000 in taxable value at the approximate current rate of taxation the total rebate would be approximately \$202,938

Staff Recommendation: I recommend that the Mayor open and close each public hearing after the receipt of public comment and then take action on each Resolution separately, giving first consideration to the final approval of the Development Agreement and then the Urban Renewal Plan.

DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Mercy Care Management, Inc.)

Monticello, Iowa

July 15, 2019

A meeting of the City Council of the City of Monticello, Iowa, was held at the Monticello Renaissance Center, Community Media Room, Monticello, Iowa, 6:00 o'clock p.m., on July 15, 2019 pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present:

Absent:

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes:

Nays:

Abstained:

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. 19-_____

Approving a Development Agreement between City of Monticello and Mercy Care Management, Inc., including tax increment payments in an amount not to exceed \$242,938

WHEREAS, the City of Monticello, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Monticello Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in various Urban Renewal Areas pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with Mercy Care Management, Inc. (the “Developer”) with respect to the construction of a new medical center on a two-acre parcel of property located in the Welter Commercial park, and

WHEREAS, the Development Agreement would provide financial incentives to the Developer in the form of incremental property tax payments in an amount not to exceed \$242,938, including \$40,000 in grants and up to \$202,938 in tax rebates to the Developer under the authority of Section 403.9(1) of the Code of Iowa, rebating a portion of real estate taxes paid for a number of years, and

WHEREAS, the City Council scheduled a public hearing on the proposed Development Agreement for tonight’s meeting, July 15, 2019 at 6:00 p.m., and

WHEREAS, The City Council has held the public hearing as scheduled.

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Monticello, Iowa, on this 15th day of July, 2019, by the approval of this Resolution, does hereby approve the proposed Development Agreement and incentives offered therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 15th day of July, 2019.

Dena Himes, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Monticello, Iowa (the "City") and Mercy Care Management, Inc. ("Developer") as of the _____ day of _____, 2019.

WHEREAS, the City has previously established the Monticello Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer intends to acquire certain real property which is situated within the Urban Renewal Area and more specifically described on Exhibit A hereto (the "Property"), and the Developer will undertake the construction of a 3,500 square foot medical center at an approximate cost of \$1,000,000 including land, site improvements, furnishings, and equipment on the property (the "Project"); and

WHEREAS, the Developer has requested tax increment financing assistance with respect to the Project and the City Council finds that the benefits of the project to the community are substantial and that the use of incentives, including TIF, to entice the construction of the project, are appropriate; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and the City Council specifically finds as follows:

1. That a public purpose will reasonably be accomplished by the dispensing or use of proposed grant funds. That the Community of Monticello requires medical services for its current and future population, and a newly constructed modern facility will continue to meet the communities needs for many years to come and is important to the future success of the City of Monticello.
2. The Council has considered the overall impact the proposed development will have on the community, weighing the overall benefits of the business, including the receipt of taxes, and finds that the benefits to the Citizens, Local Businesses, and tax base of the City warrant the incentives, including grants, and easily outweigh the amount of funds dispensed by way of and consistent with the terms of this Development Agreement.

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants

1. The Developer agrees to acquire the Property and to construct the project on the property.
2. The Developer agrees to make timely payment of all property taxes as they come due throughout the term of this Agreement with respect to the Property and to submit proof of payment to the City Clerk when requested.
3. The Developer agrees to continue to operate the project as a medical clinic.

B. City's Covenants

1. **Rebate Payments.** In recognition of the Developer's obligations set out above, the City agrees to make 20 semi-annual economic development tax increment payments (the "Rebate Payments") to the Developer, pursuant to Chapters 15A and 403 of the Code of Iowa and as described below.

This Agreement assumes that the taxable valuation of the completed Project will go on the property tax rolls as of January 1, 2020. Based thereon, the first tax payment based upon 100% valuation would be made in September, 2021. Accordingly, the Rebate Payments will be made on or about the 1st of December and the 1st of June each fiscal year, beginning on December 1, 2021 and continuing to and including June 1, 2031 or until such earlier time as the aggregate amount of Total Payments (as hereinafter defined) made under this Agreement equals \$202,938.

Each Rebate Payment shall be in an amount which represents a percentage (the "Annual Percentage") of the Incremental Property Tax Revenues available to the City with respect to the Property during the 6 months immediately preceding each Payment date reduced by the Repayment Deduction (as hereinafter set forth). Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district physical plant and equipment levy and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly. The Annual Percentages shall be as follows:

- FY 21-22: 100%
- FY 22-23: 90%
- FY 23-24: 85%
- FY 24-25: 80%
- FY 25-26: 75%
- FY 26-27: 70%
- FY 27-28: 65%
- FY 28-29: 60%
- FY 29-30: 60%
- FY 30-31: 60%

2. **Grant Payments.** The City further agrees to make a series of economic development grants. (The “Grant Payments”) The Grant Payments and the Rebate Payments are collectively referred to as the Total Payments. The Grant Payments shall be made to the Developer as follows:

a. **Grant Payments related to Land Purchase:** The City will provide a grant, payable in two equal installments, equal to \$20,000 per acre of property used for purposes of the project. This project will involve the use of 2.0 acres, therefore, the “Land Purchase” grant will total \$40,000, and will be paid as follows:

1). Upon completion of construction and the issuance of an occupancy permit from the City with respect to the completed Project a Grant Payment in the amount of \$20,000.

2). At the one year anniversary of the issuance of the occupancy permit, so long as the Project is still in service as a Medical Center a Grant Payment in the amount of \$20,000.

3. **Security and Debt Certification.** The Total Payments shall not constitute general obligations of the City, but shall be made solely and only from incremental property taxes received by the City from the Jones County Treasurer which are attributable to the Property, in the case of the Rebate Payments, and the Monticello Urban Renewal Area with respect to the Grant Payments.

Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the term of this Agreement, the City Council shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount of tax increment revenues to be collected in the following fiscal year equal to or less than the most recent Developer’s Estimate factored by the Annual Percentage to be in effect in the next succeeding fiscal year (the “Appropriated Amount”).

If in any given fiscal year the City Council determines to not obligate the then-considered Appropriated Amount, the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void and the Developer may make future requests for appropriation.

In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, then the City Clerk will certify by December 1 of each such year to the Jones County Auditor an amount equal to the most recently obligated Appropriated Amount.

It is the intention and desire of the City Council, at the passage of this Developer's Agreement, that funds will be annually appropriated as contemplated herein absent a finding by the City Council of severe hardship to the City.

C. Administrative Provisions

1. This Agreement may not be amended or assigned by either party without the written consent of the other party.
2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, and the City's seal to be affixed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

City of Monticello, Iowa

By _____
Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

Mercy Care Management, Inc.

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property in the City of Monticello, County of Jones, State of Iowa more particularly described as follows:

LOT 10 of WELTER'S FIRST ADDITION to the City of Monticello, Iowa.

(Description above requires verification before finalization)

CITY OF MONTICELLO, IOWA

2019 URBAN RENEWAL PLAN AMENDMENT No. 4
MONTICELLO URBAN RENEWAL AREA

The Urban Renewal Plan (the “Plan”) is being amended for the purpose of identifying a new urban renewal and economic development project to be undertaken within an existing Urban Renewal Area.

1) Identification of Project.

By virtue of this amendment, the list of authorized projects in the Plan is hereby amended to include the following project description:

Name of Project: Mercy Care Management, Inc., an Economic Development Project.

Name of Urban Renewal Area: Monticello Urban Renewal Area

Year of Establishment of Urban Renewal Area: 2001 addition

Date of Council Approval of Project: July 15, 2019

Location and Description of Economic Development Project: The project involves the construction of a Medical Clinic (MercyCare) that will have a footprint of approximately 3,500 square feet on a two (2) acre lot in the Welter Commercial Park.

Description of Use of TIF: The City has preliminarily approved a Developer’s Agreement providing economic incentives to the Developer (Mercy Care Management, Inc.) as follows:

1. Tax Rebate Payments will be made over ten (10) years, with semi-annual payments to commence after the improvement has been fully completed and 100% assessed by the Jones County Assessor, at the following rebate percentages as applied to the value added by the improvements:

- a. Year 1: 100%
- b. Year 2: 90%
- c. Year 3: 85%
- d. Year 4: 80%
- e. Year 5: 75%
- f. Year 6: 70%

- g. Year 7: 65%
- h. Year 8: 60%
- i. Year 9: 60%
- j. Year 10: 60%

2. TIF grants:

- a. As has been the past practice of the City Council in this new commercial area of the Community the Council proposes a TIF Grant equal to \$20,000 per acre of land utilized as part of the project site, in this case there are two (2) acres, and payments would be made as follows:
 - i. \$20,000 upon issuance of occupancy permit
 - ii. \$20,000 upon the one year anniversary of the occupancy permit

3. Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	\$12,282,292 ¹
Outstanding general obligation debt of the City:	\$ 4,890,000 ²
Proposed debt to be incurred in connection with this Amendment:	\$ 242,938 ³

¹ This number represents the Constitutional Debt limit entering FY '20

² This number represents the Total G.O. Debt entering FY '20 which does not include TIF Rebate agreements subject to Annual Appropriation in the approx. current amount of \$218,979

³ Tax Rebate is based upon \$800,000 estimated valuation at current millage rate of \$34.05 per thousand over ten years without taking into account Business Property Credit which would not be a significant factor equals \$202,938. TIF Land Grant at \$20,000 acre for two (2) acres equals \$40,000.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO, IOWA
RESOLUTION #19-__

Approving 2019 Amendment Number 4 to the City of Monticello Urban Renewal Area

WHEREAS, The City of Monticello has previously created the Monticello Urban Renewal Area, as subsequently amended, hereinafter referenced as the "Urban Renewal Area", and

WHEREAS, The Council, being duly advised, has determined it appropriate and desirable to amend the Urban Renewal Plan to include the provision of incentives to be paid to Mercy Care Management, Inc. consistent with a previously approved Development Agreement in return for the construction of a new medical center on a two acre lot located in the Welter Commercial Park, and

WHEREAS, The Council desires to consider all input before making a final decision on the proposed amendment to the Urban Renewal Plan, and

WHEREAS, A Public Hearing must be scheduled to allow for public input on the proposed amendments, and the public hearing was previously scheduled with appropriate notice published in the Monticello Express for tonight, and

WHEREAS, The City of Monticello Planning & Zoning Board previously reviewed the proposed amendment and voiced no objections, and

WHEREAS, The City Administrator invited the School Superintendent and the County Auditor to a meeting to discuss the proposed amendment as required by the Code, and

WHEREAS, No objections have been received from the County, the School, or anyone else to the proposed amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council in session this 15th day of July, 2019, that the proposed amendment to the Monticello Urban Renewal Plan, 2019 Plan Amendment #4, approving an amendment to the plan to provide incentives to the Developer in return for the construction of the proposed Medical Clinic as set out fully in a Development Agreement between the Developer and the City approved by Resolution No. 19-__ on July 15, 2019.

IN TESTIMONY WHEREOF, I have hereunto
subscribed my name and caused the Great Seal of the
City of Monticello, Iowa to be affixed hereto. Done this
15th day of July, 2019.

Attest:

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

Notice of Public Hearing

The City of Monticello will consider the approval of a Proposed Development Agreement between MercyCare Monticello (Or Parent Company) and the City of Monticello related to the construction of a new Medical Clinic in the Welter Commercial Park and Proposed Amendments to the Monticello Urban Renewal Plan to identify said Clinic as a project that is eligible to receive various incentives to be paid with Tax Increment revenues, i.e. TIF, during two separate Public Hearings to be held on Monday July 15, 2019 at 6:00 p.m. during the regularly scheduled City Council Meeting.

The City Council of the City of Monticello, Iowa, has scheduled a Public Hearing on the proposed Development Agreement between the City of Monticello and MercyCare, for the 15th day of July, 2019 at 6:00 p.m. during the regularly scheduled City Council meeting to be held in the Council Chambers located within the Mary Lovell LeVan Renaissance Center, located at 220 E. 1st Street, Monticello, Iowa. The Council also scheduled a Public Hearing on that date and time to consider an amendment to the Monticello Urban Renewal Plan to add the MercyCare Clinic as a project eligible to receive Tax Increment Financing incentives under an approved Developer's Agreement. The Agreement to make incremental property tax payments will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Monticello Urban Renewal Area.

The formal consideration by the City Council of this Development Agreement will follow the formal consideration by the Council of an amendment to the City Urban Renewal Plan to formally add this project to the Urban Renewal Plan. In the event the amendment to the Urban Renewal Plan is not approved the Council will not move forward with the consideration and final approval of the proposed Development Agreement.

You may submit written comments or objections to the City Clerk's office at 200 E. 1st Street in advance of the hearing or may be present on the date and time of the hearing to present comments or objections orally. The Council will take action deemed appropriate after the consideration of any public comment.

This notice is given by order of the City Council of Monticello, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Sally Hinrichsen
City Clerk

City Council Meeting
Prep. Date: 07/11/2019
Preparer: Britt Smith



Agenda Item: # **5**
Agenda Date: 07/15/2019

Communication Page

Agenda Items Description: Resolution to approve Agreement for Communication Services with the Jones County Sheriff's Dpt. For FY '20

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session

Attachments & Enclosures:

Proposed Resolution

Proposed Agreement

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Agreement with Sheriff to handle dispatch services for City of Monticello.

Background Information: The Sheriff's Dpt. has handled dispatch services, which includes Police, Fire and EMS communications for the City since the mid 90's when our City run dispatch center was discontinued. Since then, the City has contracted with the Sheriff for these services at a rate solely determined by the Sheriff and approved by the Board of Supervisors. The previous FY '19 communication fees were approved and paid through a resolution at the July 1st Council Meeting.

	FY '19/20	FY '18/19	FY '17/18	FY '16/17	FY '15/16
Annual Fees	\$21,834.00	\$21,198.00	\$20,188.61	\$19,659.00	19,076.00

The communication fee for FY '20 is a 3% increase. We are still working with the County to establish a formula for calculating the communication rates and will have a formula for the FY '21 agreement. Until such time we have agreed to continue with the proposed rate.

Staff Recommendation: I recommend that the Council consider approval of the Resolution to approve Agreement for Communication Services for FY '20 with Jones County Sheriff's Dpt.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO, IOWA

RESOLUTION 19-

Approving Agreement for Communication Services Between Jones County, Jones County Sheriff, and City of Monticello

- WHEREAS,*** The City of Monticello, Iowa is an incorporated City within Jones County, Iowa, and
- WHEREAS,*** The Monticello City Council has previously entered into agreements with Jones County and the Jones County Sheriff Department to provide communication services to the City, and
- WHEREAS,*** The Agreement with the above entities is subject to renewal annually, with the agreement for FY '20 being presented for approval at the rate of \$21,834, a 3.0% increase over last year, and
- WHEREAS,*** The City Council finds that said agreement should be approved.

NOW THEREFORE, BE IT RESOLVED that this City Council of Monticello, Iowa does hereby approve the agreement for Communication Services previously mentioned herein, and does hereby authorize the Mayor to execute the same on behalf of the City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 15th day of July, 2019.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

**AGREEMENT FOR COMMUNICATION SERVICES
BETWEEN THE JONES COUNTY SHERIFF AND THE
CITY OF MONTICELLO, IOWA**

2019-2020

Prepared by Sheriff Greg A Graver
500 West Main Street
Po Box 167
Anamosa, Iowa 52205
319-462-4371

This agreement is entered into this ___ day of ___, 2019, by and between Jones County, hereinafter referred to as the County: The County Sheriff, hereinafter referred to as the Sheriff: and the City of MONTICELLO hereinafter referred to as the City.

I

STATEMENT OF AGREEMENT. The County and its Sheriff agree to provide communication services and TAC 10 Data Management to the City and the City agrees to engage the County, through its Sheriff, to provide such services in accordance with and subject to the terms of this agreement.

II

LEGAL BASIS. This agreement is authorized by the provisions of Chapter 28E of the Code of Iowa.

III

COMMUNICATION SERVICES DEFINED. General Communication Services consist of 24-hour communication (365 days per year) for all E911 and dispatch calls and technical service to be provided for the City, City Police, Fire and Ambulance Departments and the City Residents.

TAC 10 DATA MANAGEMENT DEFINED. TAC 10 Data management consists of the custody, control and maintenance of a TAC 10 database for the collection, security and retrieval of TAC 10 captured data accumulated through local law enforcement who are parties to this agreement.

IV

DELIVERY OF SERVICES. Delivery of services shall be provided as follows:

1. **SERVICE AREA:** The Sheriff shall provide general communication services within the corporate limits of the City.
2. **ENFORCEMENT RESPONSIBILITIES:** The Sheriff shall provide communication services for the City. The Sheriff shall not be required to assume any other communication services or function not consistent with those customarily performed by the Sheriff and under the Charter of the County and Statutes of the State.
3. **DELIVERY OF SERVICE:** The Sheriff shall deliver 24-hour service of communication services. This agreement shall commence July 1, 2019 and shall terminate on June 30, 2020.
4. **SERVICE MANAGEMENT:** The planning, organization, scheduling, directions and supervision of the Sheriff's personnel and all other matters incident to the delivery of general communication services to the City shall be determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of the personnel working in the Dispatch Center.
5. **RESPONSIVENESS:** The Sheriff shall give prompt consideration to all requests of the City regarding the delivery of general communication services. The Sheriff shall make every effort to comply with these requests if they are consistent with good communication service practices.
6. The City shall fully assist in the migration and merger of all TAC 10 related data onto a County owned and controlled database.
7. The City shall fully assist the County, at the County's request, in the ongoing management of said software and data to ensure database and software compatibility.
8. The City shall be responsible for the purchase of any and all hardware and software required for TAC 10 data collection.
9. The County shall be responsible for the purchase of any and all hardware and software required for TAC 10 data storage.
10. The County shall host all the City's TAC 10 related software and data and agrees, to the best of its ability, to secure and manage said data on behalf of the City.

11. The County agrees to seek the counsel of the City regarding the management of said software and data; however, the County shall have ultimate authority and decision making power over the County database, software, data, and all policies related.

V

RESOURCES. Resources shall be provided as follows:

1. **COUNTY RESPONSIBILITY:** Unless specifically agreed to in another part of this agreement, the County shall furnish all labor, equipment, facilities and supplies required to provide communication and TAC 10 Data Management services to the City.
2. **INDIVIDUAL OWNERSHIP OF PROPERTY:** The County and City shall retain title to the property each may require to fulfill its obligation under this agreement and, upon termination of this agreement, each party may dispose of its property as it sees fit. All data that is integrated, merged or collected pursuant to this agreement shall remain the sole property of Jones County and shall not be disintegrated from County owned and controlled database.
3. In the event there are additional costs associated with the City's request to separate from the County controlled TAC 10 Data management, the City shall be responsible for all costs, with no expense to the County.

VI

LIABILITY. Liability shall be assumed as follows:

1. **COUNTY:** The County shall assume liability for, defend against, indemnify and hold harmless the City from all costs or damages for injury to persons or property caused by the County in providing or failing to provide general communication services to the City, including attorney fees for defense against such claims.
2. **CITY:** The City shall assume liability for, defend against, indemnify and hold harmless the County from all costs and damages for injury to persons or property caused by the City, including attorney fees for defense against such claims.

VII

PERSONNEL.

1. **EMPLOYEE STATUS:** All persons employed by the Sheriff and providing general communication and TAC 10 Data Management services to the City shall be County Employees and shall not have any benefit, status or right of City employment.

2. PAYMENT: The City shall not be liable for direct payments of salaries, wages or other compensation to County Employees providing general communication and TAC 10 Data Management services to the City.

3. INDEMNITY: The City shall not be liable for, or indemnity to any County Employee for injury or sickness arising out of his/her employment providing general communication and TAC 10 Data Management services to the City.

VIII

FEES. Fees and payments shall be as follows:

1. The total sum the City shall pay the County is **\$21,834** for the period of July 1, 2019 through June 30, 2020 for general communication and TAC 10 Data Management services delivered during the term of this agreement.
2. BILLING: The County shall receive from the City **\$21,834** per year for Dispatch services. This payment shall be made by check payable to the Jones County Sheriff, and be delivered to the Sheriff's Office in Anamosa, Iowa 52205. Payments may be made during the term of this agreement as long as the entire balance is paid by May 15, 2020.
3. DELINQUENCY: In the event the County does not receive the entire balance due by May 15, 2020, a 5% penalty based on the delinquent amount will be added to the unpaid balance amount owed. If the City does not make full payment of the amount owed within 60 days of the expiration of this contract, the County will terminate this agreement and any current agreement until the balance due is paid in full. The City shall be liable for general communication and TAC 10 Data Management services rendered to the time of termination.

IX

TERM. This agreement shall take effect on July 1, 2019 and shall continue through June 30, 2020. This agreement shall automatically renew on an annual basis unless either the Sheriff, the County or the City provide written notice of termination to all other parties at least sixty days prior to termination of this agreement. This agreement can also be terminated at any time by mutual consent of all parties.

Dated this _____ day of _____, 2019

By: _____, Chairperson, Board of Supervisors, Jones County

Dated this _____ day of _____, 2019

By: _____, Mayor, City of Monticello

Dated this _____ day of _____, 2019

By: _____, Sheriff, Jones County

City Council Meeting Prep. Date: 07/11/2019 Preparer: Doug Herman		Agenda Item: # 6 Agenda Date: 07/15/2019
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Communication Page

Agenda Items Description: Resolution to approve Internal Loans from the General Fund to Water Operating and Storm Water Fund.

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session												
Attachments & Enclosures: <table border="1" style="width: 100%;"> <tr><td>Proposed Resolution</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>	Proposed Resolution			Fiscal Impact: <table border="1" style="width: 100%;"> <tr><td>Budget Line Item:</td><td> </td></tr> <tr><td>Budget Summary:</td><td> </td></tr> <tr><td>Expenditure:</td><td> </td></tr> <tr><td>Revenue:</td><td> </td></tr> </table>	Budget Line Item:		Budget Summary:		Expenditure:		Revenue:	
Proposed Resolution												
Budget Line Item:												
Budget Summary:												
Expenditure:												
Revenue:												

Synopsis: During FY '19 it became evident that funds in the Storm Water and Water Operating funds would be insufficient to pay expenses attributed to those funds. Plan discussed during FY '19 was to have temporary loans from the General Fund to those funds to be paid back in FY '20.

Background Information: The Storm Water Fund proposed G.F. Loan totals: \$33,586.24 and would be paid back to the General Fund with revenues generated during FY '20 / FY '21. The overage was largely tied to expenses associated with Sixth Street Ditch engineering expenses. The Water Operating proposed G.F. Loan totals \$40,770.37 and would be paid back to the General Fund with revenues generated during FY '20. The overage was largely tied to extensive repair work performed on the west well. (The loan is less than was originally anticipated.) The loans can accrue interest but do not have to. In my opinion, the short term nature of the loans does not support the application of an interest rate and keeps calculations simple and straight forward.

Staff Recommendation: I recommend that the Council approve the internal loans from the General Fund to the Water Operating and Storm Water Funds.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO,
IOWA

RESOLUTION #19-___

Approving loan from City General Fund to Water Operating and Storm Water funds.

WHEREAS, During FY '19 both the Storm Water Fund and the Water Operating Fund expenses exceeded the available cash in those funds, and

WHEREAS, The overages were anticipated, with the Storm Water overage being primarily tied to 6th Street Ditch Engineering Fees and the Water Operating overage being primarily tied to repairs to the west well, and

WHEREAS, From a bookkeeping and accounting standpoint the expenses it is necessary to transfer money to these funds to zero them out at the end of the year, with \$32,586.24 to be transferred to the Storm Water fund and \$40,770.37 transferred to the Water Operating fund, said transfers to be made from General Fund Cash Reserves, with those funds to pay back the General Fund as soon as possible, anticipating the repayment of the loan to the Storm Water fund over the course of FY '20 and '21 and repayment of the loan to the Water Operating Fund in FY '20, and

WHEREAS, The Council finds the loans to be appropriate and in the best interests of the City and further finds that the loans should be repaid to the General Fund without interest.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve two internal loans as explained above, one to the Storm Water fund from the General Fund in the amount of \$32,586.24 and one to the Water Operating fund from the General Fund in the amount of \$40,770.37, the loan to the Storm Water fund to be paid back over the course of FY '20 and FY '21 with the Water Operating loan to be repaid over the course of FY '20. The Clerk/Treasurer is directed to account for and oversee the repayment of these two loans.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 15th day of July, 2019.

Gerald Wilbricht, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

City Council Meeting
Prep. Date: 07/11/2019
Preparer: **DH**



Agenda Item: # **7**
Agenda Date: 07/15/2019

Communication Page

Agenda Items Description: Resolution to approve Sidewalk Repair Agreement between City of Monticello and David Boehm.

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session

Attachments & Enclosures:
Proposed Resolution
Proposed Agreement

Fiscal Impact:	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Portion of Dave Boehm sidewalk found to be out of compliance after inspection. Boehm agrees to repairs and requests payment plan with City.

Background Information: The P.D. has identified six (6) panels of Dave Boehm’s sidewalk in need of repair due to noncompliance with the City Code. Total cost will be \$630 if performed by City Contractor (ACE) Boehm has requested three month payment plan, or \$210 per month. Agreement provides that City will pay contractor and then invoice Dave. Proposed agreement is attached. City has entered into payment plans associated with sidewalk improvements in the past.

Staff Recommendation: I recommend that the Council approve the proposed agreement between Boehm and the City of Monticello.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO,
IOWA

RESOLUTION #19-__

Approving Sidewalk Repair Agreement between City of Monticello and Dave Boehm

WHEREAS, The City of Monticello identified various sidewalk panels along the property owned by Dave Boehm located at _____, Monticello, Iowa that were out of compliance with the City Code, and

WHEREAS, The City and Dave Boehm have agreed to the replacement of the six panels found to be in need of replacement and have further agreed that the City will hire and pay the contractor with Boehm agreeing to repay the City, and

WHEREAS, A written agreement has been created to memorialize the oral agreement of the parties with a copy of same appended hereto, and

WHEREAS, The Council finds that the agreement should be approved.

NOW THEREFORE, BE IT RESOLVED that the City of Monticello, Iowa does hereby approve the Sidewalk Repair Payment Agreement between the City of Monticello and Dave Boehm and authorizes the City Administrator to execute same on behalf of the Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 15th day of July, 2019.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

Sidewalk Repair Payment Agreement

THIS AGREEMENT is made and effective this ___ day of _____, 2019 by and between the City of Monticello, Iowa, 200 E. First Street, Monticello, Iowa 52310 (“City”), and David Boehm, _____ (Resident) (Collectively, City and Resident may be referred to herein as the “Parties”).

RECITALS

- A. The Parties agree that certain sidewalk panels located adjacent to Resident’s property in the right of way are out of compliance with the City Code.
- B. Resident agrees to the replacement of the out of compliance panels by a contractor chosen by the City at the rate of \$105 per panel and that six (6) panels will be replaced at a total cost of \$630.00
- C. City agrees to pay the Contractor for the work upon satisfactory completion.
- D. Resident agrees to reimburse the City the sum of \$630 at the rate of \$210 per month over the course of three (3) months. (Resident may pay more quickly if he chooses to do so.)
 - a. Resident will be invoiced after City has been invoiced and has paid the Contractor.
 - b. Resident will be given thirty days to pay each invoice before the invoice is considered delinquent. Thirty day period will be noted on the invoice when sent and will commence on the date of mailing the invoice.
- E. The balance due will not accrue interest if payments are timely made. If any payment is five (5) or more days late the beginning balance shall then be calculated as accruing interest at the rate of 10% per annum.
- F. If Resident fails to make payments as agreed herein the City may assess the property of the Resident through the County Treasurer’s Office, may place the balance due on the Iowa Offset Program, or take any other legal means to collect the debt.

This agreement represents the entire agreement between the Parties and may only be amended in writing signed by the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

BY SIGNING THIS DOCUMENT THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THE TERMS AND CONDITIONS THEREIN.

LANDOWNER: City of Monticello, Iowa

Signature: _____

Printed Name: Douglas D. Herman

Title: City Administrator

Dated: _____

Resident:

Dave Boehm

Dated: _____

City Council Meeting Prep. Date: 07.11.2019 Preparer: Doug Herman		Agenda Item: # 8 Agenda Date: 07.15.2019
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Communication Page

Agenda Item Description: Resolution to approve Amended Employment Agreement between City of Monticello and Police Chief Britt Smith.

Type of Action Requested: Motion; **Resolution;** Ordinance; Report; Public Hearing

Attachments & Enclosures:

Resolution
Proposed Agreement

Fiscal Impact:

Budget Line Item:	Police Dpt.
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Proposed amendments to existing Employment Agreement.

Background Information: Based upon past discussions between Police Chief, City Administrator and wage/benefit committee (Wolken, Langerman, Lux, Goedken) an amended employment agreement has been prepared and e-mailed to the Mayor and Council for consideration in advance of tonight's meeting. The primary modification to the agreement is a wage increase in the amount of \$6,000 along with an annual increase in the amount of 2.5%. (Police Chief and Council retain the right to request more or less in future years, absent such a request the 2.5% raise would take effect.)

The Police Chief has been receiving regular annual pay increases generally between 2 and 3%. Even with those pay increases the Chief can point to data to support that his current salary is below the market value for similarly situated police chiefs and provided data to the committee to review.

The agreed upon wage increase will move the Chief's salary near the middle of the comparable communities while still lower than Anamosa and Peosta where the Chiefs are very new to the community and new to the Chief position.

It is my understanding that the wage/benefit committee will recommend the approval of the Amended Employment Agreement.

Staff Recommendation: City Administrator recommends that the Council consider the approval of the Amended Employment Agreement as proposed.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO,
IOWA

RESOLUTION #19-__

Approving Amended Employment Agreement between City of Monticello and Police Chief Britt Smith

- WHEREAS,** The City of Monticello, Iowa is an incorporated City within Jones County, Iowa; and
- WHEREAS,** The Ordinances of the City of Monticello permit the City Council to enter into Employment Agreements as they deem appropriate, and
- WHEREAS,** The City Administrator met with the Mayor and a committee of Council Members to review the Administrator's Employment Agreement as well as the Police Chief's Employment Agreement, and
- WHEREAS,** The Committee reviewed proposed modifications to the Employment agreements including proposed wage increases, and
- WHEREAS,** The Mayor and all Council members were provided an amended version of the Employment Agreement for both the Police Chief and the City Administrator along with data supporting proposed wage increases for those positions, and
- WHEREAS,** The Council finds that the terms and provisions of the proposed employment agreement as amended, between the City and Police Chief Britt Smith, are fair and reasonable, and should therefore, be approved.

NOW THEREFORE, BE IT RESOLVED that the City of Monticello, Iowa does hereby approve the Employment Agreement, as amended, for Police Chief Britt Smith, said wages to take effect and be applicable to the payroll that includes July 1, 2019, consistent with other wage increases.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 15th day of July, 2019.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

**City of Monticello
Employment Agreement**

COMES NOW the City of Monticello, an Iowa Municipal Corporation, hereinafter referred to as “Employer,” and Britt Smith, hereinafter referred to as “Employee,” and do hereby agree to the following terms and conditions related to Employee’s employment with Employer:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Employee as Monticello Chief of Police, as provided for by the Monticello Code of Ordinances; and

WHEREAS, it is the desire of the Employer, by and through its’ City Council, to provide certain benefits to said Employee and to establish certain terms and conditions of employment; and

WHEREAS, Employer desires to provide inducement for Employee to remain in such employment;

WHEREAS, Employer and Employee mutually desire to provide for the termination or cessation of Employee’s employment with the City at such time as he may be unable to fully discharge his duties or when Employer or Employee may otherwise desire to end the employment relationship; and

WHEREAS, Employee desires to serve as the Monticello Chief of Police.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

Employer hereby agrees to employ Employee as Chief of Police to perform the functions and duties specified by the Monticello Code of Ordinances and the Code of Iowa.

Section 2. Term

Employee agrees to remain in the exclusive employ of Employer until July 1st of each year that said Employee has been duly appointed by the Mayor, said Employee has accepted said appointment, and the City Council has ratified the Mayor’s appointment. The Council will be deemed to have ratified the appointment of Britt Smith as Chief of Police, upon the Mayor’s appointment, unless the Council passes a Resolution to terminate Britt Smith as Chief of Police. The Mayor shall reappoint Britt Smith unless the Mayor, with the support of the Council, finds cause to not reappoint Britt Smith as Chief of Police.

Section 6. Performance Evaluation

A. The City Administrator, City Council, and Mayor will review and evaluate the performance of the Employee annually, *between January 1 and March 1 of each year*. Said evaluation will be fair and reasonable based on the employee job description and criteria developed by Employer. The City Administrator shall provide the Council and Mayor with an evaluation form to be used, that when completed by all Council and Mayor, shall be compiled by the City Administrator into a "Summary" evaluation, setting out all Council and Mayor comments and averaging any categories "scored" to arrive at a composite evaluation rating. Employee shall be provided a copy of the written summary of the Council and Mayor evaluation as well as a copy of the City Administrator evaluation, and will be given an opportunity to discuss his evaluation with the Administrator, Council and Mayor. This review process shall be subject to amendment by the passage of a Council Resolution and/or a City Ordinance. Any procedure related to the annual Police Chief review set out by Resolution or Ordinance, shall override the terms of this provision. The Chief, by agreeing to the terms of this Employment Agreement does hereby agree and direct that discussions related to the evaluation of the Chief of Police shall be held in closed session as permitted by Iowa Code Section 21.5(i).

B. Annually, *between January 1 and March 1 of each year*, the City Administrator and Chief of Police, in consultation with the Mayor and City Council, shall define, and prioritize, such goals and performance objectives determined to be necessary for the proper operation of the Police Department. These goals and objectives shall be reduced to writing and progress reviewed regularly by the Chief and City Administrator. The goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. These goals and performance objectives shall be reduced to writing by the end of June of each year. The preparation of said goals and objectives shall be initiated by the preparation of a written plan, outlining the proposed goals and objectives, by the Chief of Police and the City Administrator, same to be shared with the Council and Mayor at least one week prior to any scheduled meeting on the issue. This planning process shall be subject to amendment by the passage of a Council Resolution and/or a City Ordinance. Any procedure related to the preparation of goals and objectives the set out by Resolution or Ordinance, shall override the terms of this provision.

C. In effecting the provisions of this section, Employer and Employee mutually agree to abide by the provisions of all applicable law.

Section 7: Hours of Work

The Chief of Police is an exempt employee under the standards and regulations generally known as the F.L.S.A. (Fair Labor Standards Act) and is therefore not entitled to overtime or compensatory time for hours worked. Employee's primary duties are tied to the administration and oversight of the Monticello Police Department and its' staff. With that said, the Chief will also be expected to be regularly involved in the performance of many "normal" law enforcement and policing duties. This will permit the Chief to be well received and recognized in the community and will also put him in a good position to observe the general on-duty operations of all officers of the department. The Chief, in the performance of his duties, will never be eligible for overtime or holiday pay.

Section 8: Auto Privileges

The Employer will provide the Employee access to a police automobile for use directly tied to official departmental business/functions/training, or related matters necessary for the execution of the functions of Chief of Police.

Section 9: Vacation, Sick, Personal Leave Days

Employee is entitled to three (3) weeks (or 15 days) of vacation and all other time off, such as personal, casual and sick days in accordance with City Policy then in effect.

Section 10: Disability, Health and Life Insurance

Employer agrees to pay all insurance premiums for family health, dental, and vision coverage and disability and life coverage for Employee. The policies to be provided are to be equivalent to those policies provided to other employees of the City. In lieu of family health coverage, the Chief may choose to have an amount, equal to the sum the City would otherwise pay for family health care coverage, paid into a deferred compensation account of the Chief's choosing.

Section 11: Dues and Subscriptions

Employer agrees to the expenditure by the Employee of up to \$1,500.00 for the professional dues, subscriptions or training expenses of Employee. Employee shall have the right to exercise discretion in choosing how best to expend these sums, but shall be required to submit a written and/or oral report to the City Council and Mayor in regard to any and all training received by the employer during a contract year.

Section 12: Bonding

Employer shall bear the full cost of any fidelity or other bonds of the Employee under any law or ordinance.

Section 13: Other Terms and Conditions of Employment

The City Administrator may fix such other terms and conditions of employment, as determined from time to time to be appropriate, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this agreement, the City Charter, City Ordinances, or any other law.

Section 14: No Reduction Benefits

Employer shall not at any time during the term of this agreement reduce the salary, compensation, or other financial benefits of Employee, except to the degree that such reductions are across-the-board reductions for all similarly situated employees, i.e. non-union, of the Employer. A decision of the employer to discipline the employee in such a way that his benefits are reduced is permissible and therefore, is an exception to this general rule. (Example: Suspension without pay.)

Section 15: General Provisions

The text herein shall constitute the entire agreement of the parties. If any provision, or any portion hereof, is found to be invalid or unenforceable, the balance of this agreement shall be unaffected and of full force and effect.

Section 16: Equipment/Clothing

Employer will provide Employee with a cellular phone or compensate Employee for the personal maintenance of a Cell Phone, consistent with the City Policy in effect at any given time, to be used consistent with the City Cell Phone policy, a fully equipped duty belt, a sidearm, portable radio and uniforms.

Section 17: Professional Development

Employer agrees that the professional development of the Chief of Police is important and shall be supportive of professional development requests of the Chief so long as steps can be taken to financially cover the costs of said development. Employer agrees to pay regular wages to the Chief during times of Professional Development unless otherwise negotiated with the Chief.

Section 18: Closed Session

Employee does, by the execution of this agreement hereby agree to, request, and/or consent, during the entire term of this agreement, to the holding of a closed session as contemplated in Iowa Code Section 21.5(1)(i), for any of the reasons permitted therein.

IN WITNESS WHEREOF, the City Council of Monticello, Iowa, has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate.

Dated this ___ day of July, 2019.

CITY OF MONTICELLO, IOWA/EMPLOYER

By:

Brian Wolken, Mayor

ATTEST:

Sally Hinrichsen, City Clerk

EMPLOYEE

By:

Britt Smith, Chief of Police

City Council Meeting
Prep. Date: 07.11.2019
Preparer: Doug Herman



Agenda Item: # 9
Agenda Date: 07.15.2019

Communication Page

Agenda Item Description: Resolution to approve Amended Employment Agreement between City of Monticello and City Administrator Doug Herman.

Type of Action Requested: Motion; **Resolution;** Ordinance; Report; Public Hearing

Attachments & Enclosures:

Resolution
Proposed Agreement

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Admin. and others

Synopsis: Proposed amendments to existing Employment Agreement.

Background Information: Based upon past discussions between Administrator and wage/benefit committee (Wolken, Langerman, Lux, Goedken) an amended employment agreement has been prepared and e-mailed to the Mayor and Council for consideration in advance of tonight's meeting. The primary modification to the agreement is a wage increase in the amount of \$6,000 along with an annual increase in the amount of 2%. (City Admin. and Council retain the right to request more or less in future years, absent such a request the 2% raise would take effect.)

The City Admin. has been receiving a raise every two years at 2.5%. This started a number of years ago when the economy was not as good and when growth was stagnant. While the Administrator agreed to an every other year increase the effect of that arrangement has been to put the administrator's salary near or at the bottom of nearby communities when taking into account the cost of attorney's fees to those communities. (See data attached which was also provided to the City Council by e-mail)

The agreed upon wage increase continues to put the Administrator near the lower end of the pay scale when compared to other communities. (Taking into account attorney's fees.)

It is my understanding that the wage/benefit committee will recommend the approval of the Amended Employment Agreement.

Staff Recommendation: City Administrator recommends that the Council consider the approval of the Amended Employment Agreement as proposed.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO,
IOWA

RESOLUTION #19-__

Approving Amended Employment Agreement between City of Monticello and City Administrator Doug Herman

- WHEREAS,** The City of Monticello, Iowa is an incorporated City within Jones County, Iowa; and
- WHEREAS,** The Ordinances of the City of Monticello permit the City Council to enter into Employment Agreements as they deem appropriate, and
- WHEREAS,** The City Administrator met with the Mayor and a committee of Council Members to review the Administrator's Employment Agreement as well as the Police Chief's Employment Agreement, and
- WHEREAS,** The Committee reviewed proposed modifications to the Employment agreements including proposed wage increases, and
- WHEREAS,** The Mayor and all Council members were provided an amended version of the Employment Agreement for both the Police Chief and the City Administrator along with data supporting proposed wage increases for those positions, and
- WHEREAS,** The Council finds that the terms and provisions of the proposed employment agreement as amended, between the City and City Administrator Doug Herman, are fair and reasonable, and should therefore, be approved.

NOW THEREFORE, BE IT RESOLVED that the City of Monticello, Iowa does hereby approve the Employment Agreement, as amended, for City Administrator Doug Herman, said wages to take effect and be applicable to the payroll that includes July 1, 2019, consistent with other wage increases.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 15th day of July, 2019.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

Current City Administrator Wages / Attorney Fees in "similar" nearby communities.

July, 2019

City	City Admin. '19 Salary	City Admin. '20 Salary	City Admin. Tenure	FY '17 Attorney Fees	FY '18 Attorney Fees	FY '19 Attorney Fees	Approx. Annual Cost ¹	Rank, Highest to Lowest
Cascade	\$75,000	\$76,500	5 years	\$53,087	\$56,937	\$33,620	\$124,261	5
Anamosa	\$85,000	\$85,000	1+ year	\$12,694	\$17,991	\$17,800 ²	\$101,162	8
Dyersville	\$110,000	\$112,200	15 years	\$41,723	\$24,662	\$35,540	\$146,175	3
Maquoketa	\$121,075	\$124,707	2 year	\$64,431	\$65,953	\$70,816	\$191,774	1
Tipton	\$101,999	\$104,040	2 years	\$28,582	\$24,196	\$32,750	\$132,549	4
Manchester	\$101,879	\$102,815	14 years	\$12,141	\$12,405	\$13,948	\$115,646	6
Monticello	\$96,738 ³	\$102,738	13 years	\$2,625	\$2,423	\$ 7,366 ⁴	\$106,876	7
Independence	\$107,584	\$107,584	5 years	\$15,481	\$34,633	\$72,453	\$148,440	2

¹ This number was calculated by taking the actual Admin. Salary for FY '20 and the average of the last three years of actual City Attorney expenses due to the fact that they are more variable and I wanted to use actual not budgeted numbers.

² Anamosa Clerk Office Estimate. Year-end report not done.

³ Same salary as FY '18

⁴ This includes approximately \$1,500 in research web site fees that I will be cancelling. (A free research site available through the Iowa Bar Association is available and improved and I believe will work for my needs. \$4,328 was paid in insurance deductibles. \$2,500 tied to Bartram Civil Rights claim. (No discrimination found but insurance company paid a small settlement to avoid potential litigation, City Paid deductible of \$2,500 to cover attorney's fees. When Dave Lumpka sued the City the insurance company lawyer built up expenses totaling \$1,828 prior to the dismissal of the suit by the Court. This amount was billed to the City as being under the \$2,500 deductible.

EMPLOYMENT AGREEMENT

By and Between:

City of Monticello, Iowa - Employer

Douglas D. Herman - Employee

Dated:

July 15, 2019

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Introduction

This Agreement, made and entered into this 15th day of July, 2019 by and between the City of Monticello, Iowa an Iowa Municipal Corporation, hereinafter "Employer" and Douglas D. Herman, hereinafter "Employee", both of whom agree as follows:

Section 1: Term

This agreement shall remain in full force in effect from the approval of same by Resolution of the Monticello City Council forward unless otherwise terminated or continued by the Employer or Employee as provided in Section 10 or 11 of this agreement. In the event that Employee is terminated, as defined in Section 10 of this agreement, the Employee shall be entitled to the severance package.

Employee agrees to remain in the exclusive employ of Employer and to neither accept other employment nor to become employed by any other employer during the term of this agreement.

It is agreed and understood that the Employee is an employee at will, and nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Employee at any time, subject only to the provisions set forth subsequently herein. Likewise, nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer, subject only to the provisions set forth subsequently herein.

Section 2: Duties and Authority

Employer agrees to employ Doug Herman as City Administrator to perform the functions and duties specified in the Monticello Code of Ordinances, as same presently exists and as may be changed and/or supplemented by Resolution of the Council and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

A. Base Salary: Employer agrees to compensate Employee based upon an annual base salary of \$97,738 to commence with the payroll that includes July 1, 2019, payable in equal installments at the same time as other employees of the Employer are paid.

B. Allowance: The Employer agrees to pay Employee an annual allowance, in addition to the Base Salary, in the amount of \$5,000 based upon Employee holding a Juris Doctorate degree. The payment of this allowance shall be divided equally among the pay periods falling during the year with Employee's regular payroll check.

C. Annual Increase: Employee's base salary and allowance will automatically increase at the rate of 2.0% in subsequent fiscal years absent a decision by the Council to either increase or decrease said rate.

Section 4: Health, Dental, Vision, Disability and Life Insurance Benefits

A. The Employer shall pay the following premiums:

- 1). Employee Health Insurance consistent with that provided to City bargaining unit employees.
- 2). Family Dental coverage consistent with that provided to City bargaining unit employees.
- 3). Family Vision coverage consistent with that provided to City bargaining unit employees.

B. Employer agrees to put into force and to make required premium payments for any short or long term disability coverage available to other City Employees.

C. Employer shall provide the employee a life insurance policy consistent with that provided to and/or made available to other City Employees. The Employee shall name the beneficiary of the life insurance policy.

Section 5: Disability

A. If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, or for twenty working days over a thirty working day period, Employer, with agreement of the Employee, shall have the option to terminate this agreement. However, Employee shall, in that event, receive the severance package.

Nothing herein shall be interpreted as a waiver of Employee's rights as provided under the FMLA, nor the City's obligation to allow Employee to exercise rights provided by the FMLA.

Section 6: Vacation and Sick Leave

A. Employee shall be credited with fifteen (15) vacation days per year during the contract term. Employee shall in addition, be granted sick, personal, and other leave in accordance with City policy in effect at the time. Employee shall not be permitted to cash out any of the fifteen (15) days of vacation granted herein. Employee may carry over up to five (5) vacation days from one year to another. Any time carried forward must be used or lost by August 31st of the new year. All vacation, personal and casual days, and any other leave shall be deemed to have fully accrued on July 1st of each year.

B. Sick leave shall accrue during employment, consistent with City policy in effect at the time. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which short or long term disability coverage takes effect and may be renewed after each occurrence.

C. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued and unused vacation, and personal and casual time. Employee shall not be entitled to payment for any accrued sick leave.

Section 7: Automobile- Monthly Vehicle Allowance

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$250.00 per month, as a vehicle allowance to be used to purchase, lease or own, operate and maintain a vehicle. The Employee shall be responsible for liability, property damage, and comprehensive insurance coverage on such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of Employee's vehicle(s) beyond the greater City of Monticello area. For purposes of this Section, the greater City of Monticello area is defined as all areas within a (50) mile radius of the City of Monticello.

Section 8: Retirement

A. Employer agrees to contribute to Employee's IPERS account in the amount mandated by the Code of Iowa. At Employee's direction said contribution shall be made to Employee's ICMA RC account in the appropriate amount as mandated by the Iowa Code and other applicable guidelines. Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC].

B. Employer agrees to deposit an amount, as calculated below, into an Internal Revenue Service Code 457 "Deferred Compensation" account of the employee's choice:

1). The City will be providing Health Insurance coverage for the Employee, consistent with that provided to Bargaining Unit Employees, however, the Employee will make other arrangements to provide insurance for his spouse and eligible children. Employer agrees to contribute an amount equal to the cost of the family medical insurance premium that would be incurred by the City if it were to purchase and provide coverage for Employee's family as a benefit to Employee, and an additional sum of \$150 per month to cover other miscellaneous and uncovered medical expenses of employee's family in recognition of the fact that if the City covered the employee's family, the employer would be self-insuring a portion of the medical expenses of the employee's dependents at additional expense to the City; that expense being shifted to the employee by virtue of employee's decision to provide for family/dependent coverage.

Section 9: General Business Expenses

1. Employer agrees to budget for and to pay professional dues associated with Employee's participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
2. Employer agrees to budget \$2,000 per year to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer. Employee agrees to provide a written report to the Council and Mayor summarizing the content and experience related to any training taken advantage of pursuant to this provision.
3. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse Employee or to pay said general expenses. Said expenses to be presented to and approved by the Council.
4. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in a local civic club or organization not to exceed \$500 per year.
7. The Employer shall reimburse the Employee the sum of \$50 per month for the business use of Employee's mobile device.

Section 10: Termination

For the purpose of this agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
2. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
3. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee is entitled to the severance package.
4. Breach of contract declared by either party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20 ("Notices").

Section 11: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 10.

If the Employee is terminated, the Employer shall provide a minimum severance payment equal to nine six (6) month's salary at the then current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee. However, in the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under this Agreement, Employee shall receive the severance package set out above plus additional salary and benefits for any portion of the six (6) months not worked.

The Employee shall also be compensated for all other accrued leave and vacation time, not including accrued sick leave. The Employer agrees to continue to make contributions to the Employee's Retirement and deferred compensation accounts, as previously set forth herein, for said six (6) month severance period

For a period of time equal to the severance period the Employer shall pay the cost to continue the following benefits:

- 1). Employee Health Insurance consistent with that provided to City bargaining unit employees.
- 2). Family Dental coverage consistent with that provided to City bargaining unit employees.
- 3). Family Vision coverage consistent with that provided to City bargaining unit employees.
- 4). Short or long term disability coverage available to other City Employees.
- 5). Life insurance coverage, consistent with that provided to and/or made available to other City Employees.

In the event the Employee is terminated for misconduct, violation or disregard of the standards of behavior expected by the City, either on and off duty, or for conviction of any illegal act involving personal gain to employee or moral turpitude, Employer shall pay no severance to the employee.

Section 12: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 30 days' notice unless the parties agree otherwise. In the event of a voluntary Resignation the Employee shall not be entitled to the Severance provisions set forth within Section 11. Employee shall, however, be paid in full for all accrued leave and vacation time, not including sick leave. The Employer agrees to make appropriate contributions to the Employee's Retirement and deferred compensation accounts through the last day of employment.

Section 13: Performance Evaluation

Employer shall annually review the performance of the Employee by a process, form, criteria, and format that shall be mutually agreed upon by the Employer and Employee. The process shall, at a minimum, include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting. The evaluation process shall be completed by no later than May 1st of each year.

The City Council and Employee shall annually define such goals and performance objectives determined to be necessary for the proper operation of the City and shall prioritize said goals and objectives in writing. The goals shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Employee does, by the execution of this agreement hereby consent, during the entire term of this agreement, to the holding of a closed session as contemplated in Iowa Code Section 21.5(1)(i), for any of the reasons permitted therein.

Section 14: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business / issues of the Employer, and to that end, Employee shall be allowed to establish an appropriate work schedule. Employee shall be allowed to schedule office time in the evenings and/or on weekends when appropriate and not adverse to the appropriate representation of the City. In any event the Administrator shall keep appropriate records of said time(s) for council review and consideration.

The City Administrator would be expected to attend all regularly scheduled P and Z and Board of Adjustment meetings. Other Board meetings would be attended on an as needed basis with the understanding that the City Administrator would attend, at a minimum, one meeting each quarter of the following boards:

- 1) Cemetery Board of Trustees**
- 2) Ambulance Board**
- 3) Library Board of Trustees**
- 4) Airport Board**
- 5) Parks and Recreation Board**

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor be a conflict of interest with his or her responsibilities under this Agreement.

Section 16: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of those duties or resulting from the exercise of judgment or discretion in connection with the performance of those duties unless the act or omission involved willful or wanton conduct. The Employee may request, and the Employer shall not unreasonably refuse to provide, independent legal representation at Employer's expense. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party has been reached. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. The settlement of any claim must be made with the prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employer also agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation in which the Employee is a witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 17: Bonding

Employer shall bear the full cost of any fidelity, or other bonds required of the Employee under any applicable law or ordinance.

Section 18: Residency

The Council recognizes that Employee has a residence near Delhi, Iowa and also owns property with living quarters in Monticello, Iowa. Employee agrees to maintain living quarters in Monticello during his employment with the City absent prior agreement between Employee and City to the contrary.

Section 19: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms, conditions or duties related to employment relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Monticello Charter and/or Ordinances, or any other law.

Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

Section 20: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Mayor, Monticello City Hall, 200 East 1st Street, Monticello Iowa 52310.
- (2) EMPLOYEE: Douglas D. Herman, 709 John Drive, Monticello, Iowa 52310

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is allowed by the Iowa Rules of Civil Procedure. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between Employer and the Employee related to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part hereof.

B. Successor Agreement. This Agreement is a successor agreement, replacing and superseding the Employment Agreement previously executed by the City and Employee on or about May 6, 2013.

C. Effective Date. This Agreement shall become effective on approval by Resolution of the Monticello City Council.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if

they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

The above and foregoing contract consisting of a Title Page, Table of Contents and nine (9) pages of Terms and Conditions including this page, were reviewed by and approved by the Monticello City Council on the 15th day of July, 2019 by a vote held in an Open Meeting on that date.

IN WITNESS WHEREOF, Monticello, Iowa, has caused this agreement to be signed and executed on its' behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, with both parties hereto agreeing to be bound by its' terms and provisions.

Dated this ____ day of July, 2019.

CITY OF MONTICELLO, IOWA (EMPLOYER)

By:

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

EMPLOYEE

By:

Douglas D. Herman, City Administrator

City Council Meeting
Prep. Date: 07/11/19
Preparer: Doug Herman



Agenda Item: # 10
Agenda Date: 07/15/2019

Communication Page

Agenda Items Description: Ordinance approving rezoning of Property located at 215 W. 7th Street from M-1 Light Manufacturing to R-3 Condominium District. (2nd Reading)

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session

Attachments & Enclosures:

Ordinance

Aerial

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Tom Yeoman proposes to re-zone old manufacturing site from M-1 Light Industrial to R-3 Condominium Development.

Background Information: P & Z has reviewed the proposed Re-Zoning and finds it to be an appropriate use of the land, consistent with the Comprehensive Plan, and generally beneficial to the community. Based thereon they have recommended that the property be so re-zoned. A Public Hearing was held and letters were sent to neighboring property owners. No public comment to my knowledge since the first reading.

Recommendation: I recommend that the Council consider the approval of the second reading of the Ordinance rezoning.

Preparer: Doug Herman, Monticello City Admin. 200 E. 1st St., Monticello, IA 52310; 319.465.6435
Return to: City of Monticello, 200 East First Street, Monticello, Iowa 52310

Amendment to Ordinance recorded as document _____, recorded date _____

ORDINANCE NO. _____

An ordinance amending the Monticello Code of Ordinances, by amending Chapter 165
“ZONING REGULATIONS” and amending the Official Zoning Map.

BE IT ENACTED by the City Council of the City of Monticello, Iowa:

SECTION 1. The property located at 215 W. 7th Street, and legally described as follows,
is hereby rezoned from M-1 (Light Industrial) to R-3 (Condominium Development).

Legal Description

SECTION 2. 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 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its
final passage, approval and publication as provided by law.

Passed and approved by the City Council in session this ____ day of _____, 2019.

Brian Wolken, Mayor

ATTEST:

Sally Hinrichsen, City Clerk

I certify that the foregoing document was published as Ordinance No. _____ on the _____ day of _____.


Sally Hinrichsen, City Clerk



Overview



Legend

-  Parcels
-  Cartography
-  Major Roads

Parcel ID	0221427020	Alternate ID	155700	Owner Address	YEOMAN, THOMAS W & DIANE R
Sec/Twp/Rng	n/a	Class	I		PO BOX 30
Property Address	215 W 7TH ST	Acreage	n/a		MONTICELLO IA 52310-0030
	MONTICELLO				
District	MONCO				
Brief Tax Description	WELCHS ADD LOTS 1 THRU 11 & PARCEL 94-18 IN ABAN RR ROW				
	(Note: Not to be used on legal documents)				



THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREIN, EITHER EXPRESSED OR IMPLIED BY JONES COUNTY OR ITS EMPLOYEES. THIS MAP IS COMPILED FROM OFFICIAL RECORDS, INCLUDING PLATS, SURVEYS, RECORDED DEEDS, AND CONTRACTS, AND ONLY CONTAINS INFORMATION REQUIRED FOR LOCAL GOVERNMENT PURPOSES. SEE THE RECORDED DOCUMENTS FOR MORE DETAILED LEGAL INFORMATION.

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 GEOSPATIAL

City Council Meeting
Prep. Date: 07/11/19
Preparer: Doug Herman



Agenda Item: # 11
Agenda Date: 07/15/2019

Communication Page

Agenda Items Description: Ordinance approving rezoning of Property located at 853 S. Main Street from R-1 Single Family Residential to R-3 Condominium District. (2nd Reading)

Type of Action Requested: Motion; Resolution; **Ordinance**; Report; **Public Hearing**; Closed Session

Attachments & Enclosures:

Ordinance

Aerial

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Dean Stevens proposes to re-zone R-1 lot, site of recent fire, to R-3 for purposes of two unit condominium.

Background Information: P & Z has reviewed the proposed Re-Zoning and finds it to be an appropriate use of the land, consistent with the Comprehensive Plan, and generally beneficial to the community. Based thereon they have recommended that the property be so re-zoned. A Public Hearing was held after publication of notice in the Express and letters were sent to neighboring property owners.

(Only public comment I am aware of was a statement by Steve Hanken to me that he thought he, and all homes in the "neighborhood" should have received mailed notice of the request, not just those in close proximity. Didn't feel the Express publication was adequate to be sure everyone knew.)

Recommendation: I recommend that the Council consider the approval of the second reading of the Ordinance.

Preparer: Doug Herman, Monticello City Admin. 200 E. 1st St., Monticello, IA 52310; 319.465.6435
Return to: City of Monticello, 200 East First Street, Monticello, Iowa 52310

Amendment to Ordinance recorded as document _____, recorded date _____

ORDINANCE NO. _____

An ordinance amending the Monticello Code of Ordinances, by amending Chapter 165
“ZONING REGULATIONS” and amending the Official Zoning Map.

BE IT ENACTED by the City Council of the City of Monticello, Iowa:

SECTION 1. The property located at 853 S. Main Street, and legally described as follows, is hereby rezoned from R-1 (Single Family Residential) to R-3 (Condominium Development) for purposes of one two unit condominium.

Legal Description

SECTION 2. 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 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved by the City Council in session this ___ day of _____, 2019.

Brian Wolken, Mayor

ATTEST:

Sally Hinrichsen, City Clerk

I certify that the foregoing document was published as Ordinance No. _____ on the _____ day of _____.

Sally Hinrichsen, City Clerk



Overview



Legend

-  Parcels
-  Cartography
-  Major Roads

Parcel ID	0227303008	Alternate ID	142400	Owner Address	DEAN STEVENS CONSTRUCTION LTD
Sec/Twp/Rng	27-86-03	Class	R		22577 CAMPFIRE RD
Property Address	853 S MAIN ST	Acreage	n/a		MONTICELLO IA 52310
	MONTICELLO				
District	MONCO				
Brief Tax Description	27 86 03 PT NW SW BEG 502' S OF LOT 131 ELY 120' SELY 148' SWLY TO HWY #151 NELY TO BEG.				
	(Note: Not to be used on legal documents)				



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City Council Meeting
Prep. Date: 07/12/19
Preparer: Doug Herman



Agenda Item:
Agenda Date: 07/15/2019

Communication Page

Agenda Items Description: City Administrator Report

Type of Action Requested: Motion; Resolution; Ordinance; **Report**; Public Hearing; Closed Session

Attachments & Enclosures:

PD Report and ATV Signage Recommendation

Fiscal Impact:

Budget Line Item: n/a

Budget Summary: n/a

Expenditure: n/a

Revenue: n/a

Engineer Report

- Engineer Report
- Police Chief Report
 1. P.D. Report for June, 2019
 2. ATV Signage Recommendation
 3. Sidewalk Inspection Update
- Administrator Report
 1. Compost Site Update (Fencing)
 2. Additional 7th Street Reconstruction Work – Hwy 38 Intersection and Detour
 3. City Fountain (Appearance Opinion)
 4. FAA Property Buyout Discussion (Purchase Appraisal)
 5. Iowa Codification Update
 6. Work Session: Schedule? Various Topics



201 E. South Street
Monticello, IA 52310
(319) 465-3526
Fax (319) 465-4681

From the Office of:

Chief of Police

Britt D. Smith

POLICE DEPARTMENT ACTIVITY

For the month of:

June 2019

Total Calls for Service: 332 (1536 for 2019)

Traffic Stops: 59

Citations: 12

Parking Citations: 0

Arrests: 7

- 2nd Degree Harassment
- Operating While Intoxicated x2
- Warrants
- Criminal Mischief
- Possession of a Controlled Substance
- Driving While Revoked.

Accidents Investigated: 7

EMS Assists: 26

Nuisance Warnings: 9

Officer Fleming has been tasked with Nuisance Enforcement during the summer months since Officer Graver returns to us from the School. This allows us to have some additional coverage availability for the short term until school resumes.

Use of Force: 0

Public Complaints: 0

Information:

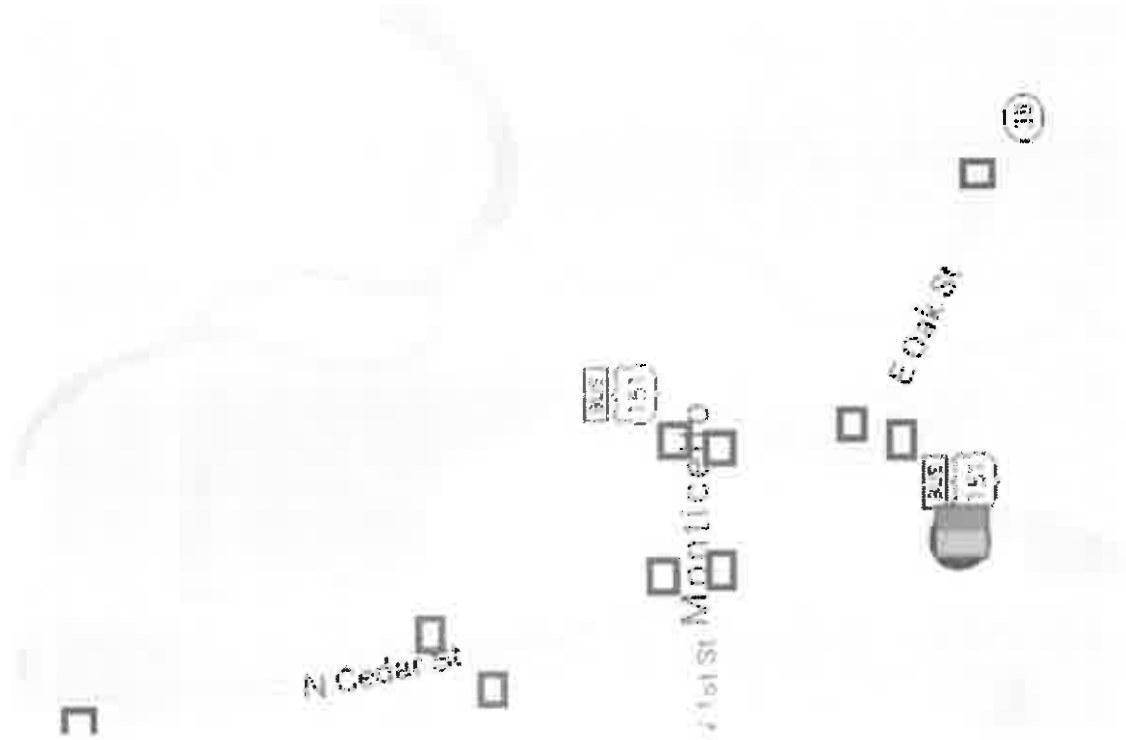
Radio system upgrades are being proposed to the current Jones County Radio system, which includes Law Enforcement communications. These upgrades include FCC compliance

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requirements that current radio equipment does not meet. We currently have 4 mobile radios, one in each of our 4 police vehicles, and 7 handheld radios issued to each of our officers, that will need to be upgraded. I am beginning to acquire and set a side money for the future replacement of this equipment. I have completed a grant application with the Theisen's Community Foundation Grant to provide for funding.

As always, if you have any questions feel free to contact me.
Britt

With the increased amount of ATV/UTV traffic on all city and county road are seeing an increase to the number of machines traveling along the extension of Highway 38. While we have been active in posting and publishing the rules and regulations for ATV/UTV usage there is still a percentage of the population we miss with those notifications. It is my recommendation that we place the below shown sign along this route to those traveling through aware that operation on these streets is not permitted.



There are 10 possible sign locations. These can be reduced as the council sees fit and can be erected at the beginning of each roadway for a reduced number of 7 total signs.