

# City of Monticello, Iowa

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Final Agenda Posted on November 12, 2020 at 5:00 p.m.  
Monticello City Council Meeting November 16, 2020 @ 6:00 p.m.  
Monticello Renaissance Center, 220 E. 1<sup>st</sup> Street, Monticello, Iowa

<b>Mayor:</b>	Brian Wolken	<b>City Administrator:</b>	Doug Herman
<b>City Council:</b>		<b>Staff:</b>	
<b>At Large:</b>	Dave Goedken	<b>City Clerk/Treas.:</b>	Sally Hinrichsen
<b>At Large:</b>	Brenda Hanken	<b>Police Chief:</b>	Britt Smith
<b>Ward #1:</b>	Scott Brighton	<b>City Engineer:</b>	Patrick Schwickerath
<b>Ward #2:</b>	Candy Langerman	<b>Public Works Dir.:</b>	Nick Kahler
<b>Ward #3:</b>	Chris Lux	<b>Water/Wastewater Sup.:</b>	Jim Tjaden
<b>Ward #4:</b>	Tom Yeoman	<b>Amb. Dpt. Lead Par.:</b>	Lori Lynch

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

**Mayor Proclamation:** Small Business Saturday Proclamation

**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	November	02, 2020
Approval of Payroll	November	05, 2020
Approval of Bill List		
Approval of Appointment of Angie McDonough to the Airport Board to fill the vacated seat created by the resignation of Ron Ackerman		

**Motions:** None

## Public Hearings:

1. **Public Hearing** on City of Monticello FY '21 Budget Amendments

## Resolutions:

2. **Resolution** to approve FY '21 Budget Amendments
3. **Resolution** to approve Monticello Regional Airport Five (5) year Capital Improvement Program (CIP)

4. **Resolution** to approve FY '22 Investment in Jones County Economic Development Commission.
5. **Resolution** to approve Agreement with Animal Welfare Friends for the boarding of stray animals located within the City of Monticello.
6. **Resolution** to approve the purchase of new individually assigned iPads for use by elected officials.
7. **Resolution** to approve action plan related to Monticello Digital Sign
8. **Resolution** to authorize the hiring of an Intern by the Park and Recreation Dpt. for the 2021 spring/summer season.
9. **Resolution** to approve Standard Professional Services Agreement between the City of Monticello and Snyder & Associates in regard to Monticello Wastewater Treatment Plant Improvements.
10. **Resolution** to approve application for Planning and Design Loan through SRF for Sewage Treatment Plant planning and design process.
11. **Resolution** to approve payment to Life Line Emergency Vehicles in the amount of \$213,048 for new ambulance.
12. **Resolution** to approve FY 2019-2020 Annual Urban Renewal Report
13. **Resolution** appropriating funds necessary to meet the City's Obligation to Innovative Ag. Services under the Development Agreement dated February 15, 2010
14. **Resolution** appropriating funds necessary to meet the City's Obligation to Royal Flush Truck Wash, Inc. under the Development Agreement dated March 17, 2014 as amended June 3, 2019.
15. **Resolution** appropriating funds necessary to meet the City's Obligation to Althoff Properties under the Development Agreement dated April 18, 2011.
16. **Resolution** appropriating funds necessary to meet the City's Obligation to Cobblestone Inn & Suites under the Development Agreement dated November 20, 2017
17. **Resolution** appropriating funds necessary to meet the City's Obligation to Kardes Inc. under the Development Agreement dated March 17, 2014
18. **Resolution** appropriating funds necessary to meet the City's Obligation to MC Industries under the Development Agreement dated August 2, 2010
19. **Resolution** appropriating funds necessary to meet the City's Obligation to Lauren Welter under the Development Agreement dated October 2, 2017
20. **Resolution** appropriating funds necessary to meet the City's Obligation to Paige Jacobs, LLC under the Development Agreement dated October 2, 2017
21. **Resolution** appropriating funds necessary to meet the City's Obligation to Njs LLC under the Development Agreement dated October 2, 2017
22. **Resolution** appropriating funds necessary to meet the City's Obligation to Orbis Mfg. under the Development Agreement dated April 15, 2019

23. **Resolution** appropriating funds necessary to meet the City's Obligation to MercyCare Management, Inc. under the Development Agreement dated July 7, 2019
24. **Resolution** appropriating funds necessary to meet the City's Obligation to Robert "Bud" Johnson under the Development Agreement dated February 15, 2010
25. **Resolution** approving FY 2022 TIF Certification
26. **Resolution** to approve Public Drainage Easement granted by Faust Rentals LLC to the City of Monticello, Iowa.

**Ordinances:**

27. **Ordinance** Amending the Code of Ordinances of the City of Monticello by amending Chapter 23, Parks and Recreation Board, Section 23.02 Board Organization, increasing the number of Park Board Members from five (5) to seven (7) and allowing up to two members to live outside the City limits but within Jones County. (3<sup>rd</sup> Reading)
28. **Ordinance** amending the Code of Ordinances of the City of Monticello, Iowa, by amending Section 17.06 of the Monticello Code "Compensation"

**Reports / Potential Action:**

1. City Administrator
  - a. Budget
  - b. Employee Handbook
  - c. "Old" Middle School
2. Police Chief
3. Public Works Director
4. Park and Recreation
5. City Engineer

**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.

## **Meeting Instructions for the Public**

### **Due to the Covid-19 Virus the public will not be admitted to this meeting.**

**The meeting will continue to be broadcast on Mediacom (Local Access Channel) and will be accessible via Zoom via the following link.**

**Join Zoom Meeting**

**Topic: City Council Meeting**

**Time: Nov 16, 2020 05:45 PM Central Time (US and Canada)**

**Meeting ID: 879 7166 3024**

**Passcode: 422605**

**By Phone: 1-312-626-6799**

**Some feel more comfortable with other wearing masks. While not required, please take this consideration into account.**



# MONTICELLO AREA

## CHAMBER OF COMMERCE, INC.

204 East First St. • Monticello, Iowa 52310  
Email: [chamber@macc-ia.us](mailto:chamber@macc-ia.us) or visit us at [www.macc-ia.us](http://www.macc-ia.us)  
Phone: 319.465.5626 • Fax: 319.465.3527

### ***Small Business Saturday® Proclamation***

***WHEREAS***, the Monticello Area Chamber of Commerce, Inc. celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.7 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, and are responsible for 64.9 percent of net new jobs created from 2000 to 2018; and

***WHEREAS***, small businesses employ 47.3 percent of the employees in the private sector in the United States, 62 percent of U.S. small businesses reported that they need to see consumer spending return to pre-COVID levels by the end of 2020 in order to stay in business, 65 percent of U.S. small business owners said it would be most helpful to have their "regulars" return and start making purchases again, and three-quarters of U.S. consumers are currently looking for ways to Shop Small and support their community; and

***WHEREAS***, 96% of consumers who shopped on Small Business Saturday agree that shopping at small, independently-owned businesses supports their commitment to making purchases that have a positive social, economic, and environmental impact and are essential to their community; and

***WHEREAS***, the Monticello Area Chamber of Commerce, Inc., supports our local businesses that create jobs, boost our local economy and preserve our communities;

***NOW, THEREFORE***, I, Brian Wolken, Mayor of Monticello, do hereby proclaim Saturday, November 28, 2020 as ***SMALL BUSINESS SATURDAY®*** and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday® and throughout the year.

Dated 16th of November, 2020 \_\_\_\_\_

(Mayor's Signature)

Regular Council Meeting  
November 2, 2020 – 6:00 P.M.  
Community Media Center

Mayor Brian Wolken called the meeting to order. Council present: Dave Goedken, Brenda Hanken, Scott Brighton, Candy Langerman, Chris Lux and Tom Yeoman. Also present were City Administrator Doug Herman, City Clerk Sally Hinrichsen, Public Works Director Nick Kahler, Park & Rec Director Jacob Oswald, Police Chief Britt Smith, and Library Director Michelle Turnis who joined electronically. The public was invited to attend the meeting in person, with limited seating or to participate in the meeting electronically via "Zoom Meetings" and were encouraged to communicate from Zoom Meeting via chat, due to the heightened public health risks of the Coronavirus Pandemic (COVID-19). The meeting did have public attendance, both in-person and via Zoom.

Yeoman moved to approve the agenda adding the following items to the consent agenda: Jitney Liquor license renewal and payment to Rotary to reimburse them for donation in amount of \$1,044.00 for the fountain project so that they could pay contractor direct as required by their Rotary Grant, Langerman seconded, roll call unanimous.

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

Aaron Doubet, DB Acoustics reviewed proposal to update the Council Chambers audio and video equipment. Goedken moved to approve Resolution #2020-114 To accept and approve Council Chambers Audio and Video Upgrade Project as proposed by DB Acoustics, Brighton seconded, roll call unanimous.

Herman reported Hinrichsen investigated an electronic utility bill delivery process that would allow residents to receive their bills electronically. Hinrichsen explained that users would still make their payment as they currently do. Goedken moved to approve Resolution #2020-115 To accept and approve gWorks Utility E-Billing proposal, Lux seconded, roll call unanimous.

Open Forum: Tom Osbourne, 630 South Sycamore inquired, via a text to Herman, whether or not the Council had a contingency plan in place to cover the time frame that City Administrator would be gone before his replacement was seated. Herman advised that he would keep his City phone number until the new administrator was hired and that Hinrichsen would handle the Council Agenda and Packet preparation responsibilities and all Department would watch over their department. Wolken explained that he would be available to answer questions as needed.

Goedken moved to approve Resolution #2020-116 to approve purchase of the used Lanier 5055sp Multi-Functional device (copier) for City Hall in amount of \$3,500.00, Langerman seconded, roll call unanimous.

Herman advised that the P & Z Board reviewed and recommended the approval of the Plat of Survey to Parcels 2020-79 and 2020-80 and that the City waive any rights it may have for street surfaces, based upon street reservation language that exists in prior legal documents, across Lot A, same connecting the parcels to John Drive. Langerman moved to approve Resolution #2020-117 Approving Plat of Survey to Parcels 2020-79 and 2020-80 and waiving any existing street reservations over Lot A and the 30' strip of property adjacent and east thereof, Brighton seconded, roll call unanimous except Yeoman who abstained as he owns the parcels.

Herman explained that the previously approved Park & Recreation Department on-line registration and rental system will require the use of an outside entity to process on-line payments and recommended that the Council authorize the execution of an agreement with Openedge. Brighton moved to approve Resolution #2020-118 to authorize execution of Merchant Application between City of Monticello and "Openedge", Goedken seconded, roll call unanimous.

Yeoman moved Ordinance #734 amending the Code of Ordinances of the City of Monticello, Iowa by amending Chapter 23 "Parks and Recreation Board", Goedken seconded, roll call unanimous.

Smith reviewed the agreement with Public Consulting Group to assist in the data collection, evaluation, preparation and submission of program documents necessary for the participation in the Ground Emergency Medical Transportation program which provides for reimbursement of short falls in Medicaid payments. Goedken moved to approve Resolution #2020-119 approving the agreement between City of Monticello and Public Consulting Group, Inc, Langerman seconded, roll call unanimous.

Smith updated the Council on the 7<sup>th</sup> Street sidewalk infill project and the completion of repairs to sidewalks at 8 of the 10 properties who failed to repair their sidewalks as previously directed. He will get information to Hinrichsen so that the repair expense may be assessed against their properties to be collected in the same manner as property taxes. Smith will work to located a contractor for the other two properties.

Oswald asked for direction on how to proceed with recreation activities and rentals in light of the recent spike of COVID cases in Jones County. Consensus of Council was to follow what the Monticello Community School District does with their events. Oswald inquired how Council wanted him to proceed with weddings booked in the Berndes Center facility, noting that the State is currently allowing receptions but that Public Health officials are recommending against. Council suggested adding wording to future rental agreements to allow for late cancellation by the City if there is a certain positivity rate but did not feel comfortable cancelling events at such a late date.

Oswald stated he was looking at doing a City-wide holiday light competition as a fundraiser for the proposed playground.

Regular Council Meeting  
November 2, 2020

Kahler stated the leaf vacuum was working well and they were back on schedule with leaf pickup. Kahler advised Steve Monk was working on Towerview repairs and that a section of roadway caved in and was being repaired.

Herman contacted Brian Monk to get a digital sign demolition quote and Ted Kraus has been contacted to put together an estimate to get the lighted sign box portion of the sign lit up.

Herman reported that he is working on the budget for review at the next Council meeting.

Herman reviewed potential changes to the employee handbook related to the ability of employees to cash out vacation and casual time and potential changes to Public Works Department's morning and afternoon breaks, both issues having been brought to him by Councilpersons. Herman stated that changes to the collective bargaining laws necessitated an update to the employee handbook. He suggested that job descriptions be reviewed every two years to ensure they are current.

Brighton moved to adjourn at 7:40 P.M.

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Brian Wolken, Mayor

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Sally Hinrichsen, City Clerk

# PAYROLL - NOVEMBER 5, 2020

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
<b>AMBULANCE</b>	<b>October 19 - November 1, 2020</b>				
Mason Hanson	\$ 289.90	\$ -	0.00	0.00	\$ 247.15
Mary Intlekofer	1,957.20	-	0.00	0.00	1,336.95
Brandon Kent	1,957.20	-	0.00	0.00	1,278.56
Lori Lynch	2,390.85	265.65	0.00	0.00	1,598.23
Shelly Searles	1,957.20	-	0.00	4.50	1,327.63
Brenda Surom	128.15	-	0.00	0.00	110.13
Jenna Weih	1,796.55	91.35	0.00	0.00	1,318.16
Curtis Wyman	1,705.20	-	2.25	19.13	1,154.09
<b>TOTAL AMBULANCE</b>	<b>\$ 12,182.25</b>	<b>\$ 357.00</b>	<b>2.25</b>	<b>23.63</b>	<b>\$ 8,370.90</b>
<b>CEMETERY</b>	<b>October 17 - 30, 2020</b>				
Dan McDonald	\$ 1,700.00	\$ -	0.00	0.00	\$ 1,227.90
<b>TOTAL CEMETERY</b>	<b>\$ 1,700.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 1,227.90</b>
<b>CITY HALL</b>	<b>October 18 - 31, 2020</b>				
Cheryl Clark	\$ 2,427.30	\$ 8.10	1.50	21.75	\$ 1,705.52
Doug Herman	4,030.49	-	0.00	0.00	2,846.56
Sally Hinrichsen	3,060.32	-	0.00	0.00	1,986.50
Nanci Tuel	1,530.40	-	0.00	0.00	1,007.28
<b>TOTAL CITY HALL</b>	<b>\$ 11,048.51</b>	<b>\$ 8.10</b>	<b>1.50</b>	<b>21.75</b>	<b>\$ 7,545.86</b>
<b>FIRE</b>					
Joe Bayne	\$ 125.00	\$ -	0.00	0.00	\$ 115.44
David Husmann	60.00	-	0.00	0.00	51.56
Billy Norton	100.00	-	0.00	0.00	85.94
Paul Warner	100.00	-	0.00	0.00	92.35
<b>TOTAL FIRE</b>	<b>\$ 385.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 345.29</b>
<b>LIBRARY</b>	<b>October 19 - November 1, 2020</b>				
Molli Hunter	\$ 666.81	\$ -	0.00	0.00	\$ 541.14
Penny Schmit	1,132.00	-	0.00	0.00	625.73
Michelle Turnis	1,655.77	-	0.00	0.00	1,029.97
<b>TOTAL LIBRARY</b>	<b>\$ 3,454.58</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,196.84</b>
<b>MBC</b>	<b>October 19 - November 1, 2020</b>				
Jacob Oswald	\$ 2,038.46	\$ -	0.00	0.00	\$ 1,529.03
Shannon Poe	1,624.23	-	0.00	0.00	1,111.83
<b>TOTAL MBC</b>	<b>\$ 3,662.69</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,640.86</b>
<b>POLICE</b>	<b>October 19 - November 1, 2020</b>				
Zachary Buehler	\$ 2,037.00	\$ -	0.00	0.00	\$ 1,506.94
Peter Fleming	2,142.00	-	0.00	0.00	1,509.88
Dawn Graver	2,400.00	-	0.00	0.00	1,718.79
Erik Honda	2,472.50	-	9.00	12.75	1,826.14
Jordan Koos	2,494.00	-	6.75	21.50	1,786.68
Britt Smith	2,996.15	-	0.00	0.00	2,185.37
Madonna Staner	1,530.40	-	0.00	0.00	1,156.09
Brian Tate	2,515.50	-	0.00	0.00	1,847.78
<b>TOTAL POLICE</b>	<b>\$ 18,587.55</b>	<b>\$ -</b>	<b>15.75</b>	<b>34.25</b>	<b>\$ 13,537.67</b>



# PAYROLL - NOVEMBER 5, 2020

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
<b>ROAD USE</b>	<b>October 17 - 30, 2020</b>				
Zeb Bowser	\$ 1,843.44	\$ 143.44	0.00	0.00	\$ 1,347.67
Eric Jungling	1,652.00	-	0.00	0.00	1,167.53
<b>TOTAL ROAD USE</b>	<b>\$ 3,495.44</b>	<b>\$ 143.44</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,515.20</b>
<b>SANITATION</b>	<b>October 17 - 30, 2020</b>				
Michael Boyson	\$ 1,688.00	\$ -	0.00	0.00	\$ 1,183.22
Nick Kahler	2,079.81	-	0.00	0.00	1,428.45
<b>TOTAL SANITATION</b>	<b>\$ 3,767.81</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,611.67</b>
<b>SEWER</b>	<b>October 17 - 30, 2020</b>				
Tim Schultz	\$ 1,760.00	\$ -	3.00	13.88	\$ 1,218.58
Jim Tjaden	2,346.15	-	0.00	0.00	1,694.98
<b>TOTAL SEWER</b>	<b>\$ 4,106.15</b>	<b>\$ -</b>	<b>3.00</b>	<b>13.88</b>	<b>\$ 2,913.56</b>
<b>WATER</b>	<b>October 17 - 30, 2020</b>				
Daniel Pike	\$ 1,720.03	\$ 8.03	0.00	15.00	\$ 1,245.97
<b>TOTAL WATER</b>	<b>\$ 1,720.03</b>	<b>\$ 8.03</b>	<b>0.00</b>	<b>15.00</b>	<b>\$ 1,245.97</b>
<b>TOTAL - ALL DEPTS.</b>	<b>\$ 64,110.01</b>	<b>\$ 516.57</b>	<b>22.50</b>	<b>108.51</b>	<b>\$ 45,151.72</b>

## CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
LAPORTE MOTOR SUPPLY			22.00-		
MONTICELLO COMM SCHOOL DISTRICT	PD FUEL		672.18		
TCM BANK NA	PD EQUIP REPAIR/MAINT		40.02		
			-----		
	110 POLICE DEPARTMENT TOTAL		690.20		
STREET LIGHTS					
ALLIANT ENERGY-IES	416 E SECOND STREETLIGHTS		253.29		
			-----		
	230 STREET LIGHTS TOTAL		253.29		
CEMETERY					
PAM KRAUS	PLAQUE INSTALLATION - BECHLER		450.00		
MONTICELLO COMM SCHOOL DISTRICT	CEMETERY FUEL		219.12		
			-----		
	450 CEMETERY TOTAL		669.12		
SOLDIER'S MEMORIAL BOARD					
MEDIACOM	SLDR MEM TELEPHONE		26.19		
			-----		
	498 SOLDIER'S MEMORIAL BOARD TOTAL		26.19		
CLERK/CITY ADMIN					
MOLLI JENN HUNTER	JANITORIAL SERVICES		356.25		
			-----		
	620 CLERK/CITY ADMIN TOTAL		356.25		
ENGINEER					
SNYDER & ASSOCIATES, INC	WILLOW RIDGE GRADING		736.00		
			-----		
	640 ENGINEER TOTAL		736.00		
ATTORNEY					
TCM BANK NA	ATTORNEY EDUCATION		559.00		
			-----		
	641 ATTORNEY TOTAL		559.00		
CITY HALL/GENERAL BLDGS					
ACE CONCRETE LLC	SIDEWALK REPAIRS		2,250.00		
CALLAHAN MUNICIPAL CONSULTANTS	CH AD - CITY ADMIN (ICMA)		450.00		
GIS WORKSHOP LLC	CH COMPUTER SUPPORT FEES		5,838.44		
INFRASTRUCTURE TECHNOLOGY	CH SERVER		4,142.10		
IOWA INTERACTIVE LLC	ACH RETURN FEE - SCHILLING		5.00		
KONICA MINOLTA BUSINESS	COPIER MAINTENANCE		353.93		
MEDIACOM	CH TELEPHONE		165.87		
MONTICELLO EXPRESS INC	CH ADVERTISING		446.36		
WYATT KEEHNER	CH WINDOW CLEANING		62.00		
TCM BANK NA	CH BUDGET WORKSHOP- HINRICHSEN		38.04		
			-----		
	650 CITY HALL/GENERAL BLDGS TOTAL		13,751.74		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	001 GENERAL TOTAL		17,041.79		
MONTICELLO BERNDEN CENTER					
PARKS					
ALLIANT ENERGY-IES	MBC ELECTRIC		930.30		
MOLLI JENN HUNTER	JANITORIAL SERVICES		256.25		
MONTICELLO COMM SCHOOL DISTRICT	MBC FUEL		84.20		
MONTICELLO EXPRESS INC	MBC OFFICE SUPPLIES		48.00		
TCM BANK NA	MBC OSHA SUPPLIES		140.33		
WELTER STORAGE EQUIP CO., INC.	MBC OFFICE SUPPLIES		390.00		
WHITE HAWK PLUMBING & HEATING	MBC BACKHAW RENTAL		272.00		
	430 PARKS TOTAL		2,121.08		
	005 MONTICELLO BERNDEN CENTER TOTAL		2,121.08		
FIRE					
FIRE					
JOHN DEERE FINANCIAL	FIRE SUPPLIES		14.99		
LASLEY ELECTRIC LLC	FIRE SUPPLIES		59.96		
MONTICELLO COMM SCHOOL DISTRICT	FIRE FUEL		61.95		
MONTICELLO FIRE ASSOCIATION	FIRE SERVICES		4,072.00		
MUNICIPAL EMERGENCY SERVICES	FIRE MINOR EQUIPMENT		318.94		
SPAHN & ROSE LUMBER CO INC	FIRE BUILDING REPAIR/MAINT		44.89		
TCM BANK NA	FIRE IPAD		1,249.00		
	150 FIRE TOTAL		5,821.73		
	015 FIRE TOTAL		5,821.73		
AMBULANCE					
AMBULANCE					
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES		122.40		
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL		337.57		
	160 AMBULANCE TOTAL		459.97		
	016 AMBULANCE TOTAL		459.97		
HOTEL/MOTEL TAX					
HOTEL/MOTEL					
JONES CO ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT FEE		10,000.00		
	699 HOTEL/MOTEL TOTAL		10,000.00		
	018 HOTEL/MOTEL TAX TOTAL		10,000.00		

**CLAIMS REPORT**

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
LIBRARY IMPROVEMENT					
LIBRARY					
BAKER & TAYLOR BOOKS	LIB IMP BOOKS	167.31			
MONTICELLO EXPRESS INC	LIB IMP PROGRAMS/PROMOTIONS	120.00			
OVERDRIVE	LIB IMP BOOKS	131.46			
TCM BANK NA	LIB IMP PROGRAMS/PROMOTIONS	32.94			
			-----		
410	LIBRARY TOTAL		451.71		
			-----		
030	LIBRARY IMPROVEMENT TOTAL		451.71		
LIBRARY					
LIBRARY					
BAKER & TAYLOR BOOKS		49.48			
CULLIGAN TOTAL WATER	LIB BUILDING SUPPLIES	5.50			
FAREWAY STORES #840-1	LIB PROGRAMS/PROMOTIONS	8.85			
PHILLIP HANNA	LIB BUILDING SUPPLIES	13.33			
MOLLI JENN HUNTER	JANITORIAL SERVICES	187.50			
JOHN DEERE FINANCIAL	LIB BUILDING SUPPLIES	42.97			
KONICA MINOLTA BUSINESS	COPIER MAINTENANCE	252.55			
MEDIACOM	LIB TELEPHONE	122.22			
MICRO MARKETING LLC	LIB AUDIO RECORDINGS	218.93			
MONTICELLO EXPRESS INC	LIB SUBSCRIPTIONS	40.00			
OVERDRIVE	LIB AUDIO RECORDINGS	24.32			
TCM BANK NA	LIB VIDEO/DVD RECORDINGS	141.25			
			-----		
410	LIBRARY TOTAL		1,007.94		
			-----		
041	LIBRARY TOTAL		1,007.94		
AIRPORT					
AIRPORT					
JOHN DEERE FINANCIAL	AIRPORT EQUIP REPAIR/MAINT	1,039.00			
MONTICELLO AVIATION INC	AIRPORT GROUNDS SUPPLIES	662.59			
			-----		
280	AIRPORT TOTAL		1,701.59		
			-----		
046	AIRPORT TOTAL		1,701.59		
ROAD USE					
STREETS					
ALL SEASONS AUTO BODY INC	RU VEHICLE REPAIR/MAINT	560.89			
ALLIANT ENERGY-IES	STOP SIGNS - N MAIN ST	40.75			
BEHRENS CRUSHED STONE	RU STREET MAINTENANCE SUPPLIES	633.84			
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT	60.00			
HUGHES GARAGE & AUTO SALES LLC	RU EQUIP REPAIR/MAINT	104.99			
JOHN DEERE FINANCIAL	RU TREE REMOVAL & PLANTING	343.03			
KLUESNER CONSTRUCTION, INC.	RU STREET MAINTENANCE CONTRACT	1,751.00			
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT	214.15			
MONTICELLO COMM SCHOOL DISTRCT	RU FUEL	802.15			
SNYDER & ASSOCIATES, INC	CHESTNUT ST RECONSTRUCTION	1,229.25			
			-----		
***	CITY OF MONTICELLO	***			

**CLAIMS REPORT**

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
THOMPSON TRUCK & TRAILER, INC.	RU EQUIP REPAIR/MAINT	1,136.34			
	210 STREETS TOTAL	6,876.39			
	110 ROAD USE TOTAL	6,876.39			
TRUST/SLAVKA GEHRET FUND LIBRARY					
BAKER & TAYLOR BOOKS	LIB GEHRET BOOKS	33.01			
TCM BANK NA	LIB GEHRET BOOKS	84.88			
	410 LIBRARY TOTAL	117.89			
	178 TRUST/SLAVKA GEHRET FUND TOTAL	117.89			
PARK IMPROVEMENT CAPITAL PROJECTS MONTICELLO EXPRESS INC					
	STREET BANNERS	48.00			
	750 CAPITAL PROJECTS TOTAL	48.00			
	313 PARK IMPROVEMENT TOTAL	48.00			
BATY DISC GOLF COURSE PARKS					
STEVE MONK CONSTRUCTION, LTD.	BATY DG MOWING	352.00			
	430 PARKS TOTAL	352.00			
	338 BATY DISC GOLF COURSE TOTAL	352.00			
C.C. BIDWELL LIBRARY BOOK LIBRARY					
MICRO MARKETING LLC	LIB BIDWELL BOOKS	53.79			
	410 LIBRARY TOTAL	53.79			
	502 C.C. BIDWELL LIBRARY BOOK TOTAL	53.79			
WATER WATER					
INFRASTRUCTURE TECHNOLOGY	WATER SUPPLIES	9.00			
STEVE INTLEKOFER	OVERPAYMENT - AHLRICHS	94.29			
MONTICELLO COMM SCHOOL DISTRCT	WATER FUEL	144.68			
TCM BANK NA	WATER POSTAGE	21.44			
	810 WATER TOTAL	269.41			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	600 WATER TOTAL		269.41		
CUSTOMER DEPOSITS					
WATER					
CITY OF MONTICELLO	WATER DEPOSIT REFUND - SMITH		50.00		
	810 WATER TOTAL		50.00		
	602 CUSTOMER DEPOSITS TOTAL		50.00		
SEWER					
SEWER					
ALLIANT ENERGY-IES	1105 E FIRST ST		2,643.73		
MONTICELLO COMM SCHOOL DISTRICT	SEWER FUEL		144.69		
MONTICELLO EXPRESS INC	SEWER PUBLIC NOTICE		20.48		
SNYDER & ASSOCIATES, INC	SEWER ENGINEERING-ROYAL FLUSH		748.83		
TCM BANK NA	SEWER POSTAGE		93.86		
WINDSTREAM IOWA-COMM. INC.	SEWER TELEPHONE		57.22		
	815 SEWER TOTAL		3,708.81		
	610 SEWER TOTAL		3,708.81		
SANITATION					
SANITATION					
REPUBLIC SERVICES	DUMPSTER COLLECTIONS		11,147.22		
	840 SANITATION TOTAL		11,147.22		
	670 SANITATION TOTAL		11,147.22		
STORM WATER					
STORM WATER FUND					
STEVE MONK CONSTRUCTION, LTD.	STORMWATER MAINTENANCE		90.00		
	865 STORM WATER FUND TOTAL		90.00		
	740 STORM WATER TOTAL		90.00		
	Accounts Payable Total		61,319.32		

**CLAIMS REPORT  
CLAIMS FUND SUMMARY**

FUND NAME	AMOUNT
001 GENERAL	17,041.79
005 MONTICELLO BERNDEN CENTER	2,121.08
015 FIRE	5,821.73
016 AMBULANCE	459.97
018 HOTEL/MOTEL TAX	10,000.00
030 LIBRARY IMPROVEMENT	451.71
041 LIBRARY	1,007.94
046 AIRPORT	1,701.59
110 ROAD USE	6,876.39
178 TRUST/SLAVKA GEHRET FUND	117.89
313 PARK IMPROVEMENT	48.00
338 BATY DISC GOLF COURSE	352.00
502 C. C. BIDWELL LIBRARY BOOK	53.79
600 WATER	269.41
602 CUSTOMER DEPOSITS	50.00
610 SEWER	3,708.81
670 SANITATION	11,147.22
740 STORM WATER	90.00
<hr/>	
TOTAL FUNDS	61,319.32

City Council Meeting  
Prep. Date: 11/10/2020  
Preparer: Doug Herman



Agenda Item: 1+2  
Agenda Date: 11/16/2020

*Communication Page*

**Agenda Items Description:** Public Hearing on Budget Amendments and Resolution to approve.

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

**Attachments & Enclosures:**

Proposed Resolution
Proposed Amendments

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Synopsis:** Public Hearing required to amend budget.

**Background Information:** The Council typically considers annual budget amendments once or twice per year. Amendments come about for various reasons, including but not limited to the following:

1. Council decides to move forward on projects not contemplated when budget prepared.
2. Projects carry over beyond end of one FY into next FY when plan was for project to be done prior to new FY.
3. Revenues or Expenses otherwise come in over or under budget.
4. A grant or donation for a specific purpose comes in unexpectedly. (Bud Johnson ball diamond and tree donations for example.)

**Revenues:** Revenues increase by \$141,657 after the amendments. The one page "Revenue" attachment discloses each line that is proposed to be amended. Highlighted yellow shows revenues tied to the sale of unused equipment, orange shows grants/donations, and pink shows Federal Cares Act funds.

**Expenses:** Expenses increase by \$682,198. The two-page attachment will show the expenses that are being increased or decreased in the 3<sup>rd</sup> column, expense decreases being denoted with a "-" and increases being merely the number, no "-" or "+". A few highlights:

1. New squad car purchased with PD truck being purchased by Parks Dpt. and PD car being purchased by the Airport.
2. Administration Professional Fees increased due to the timing of the completion of the annual audit and the Code Book Update.
3. City Clerk's Office Computers were no longer "updatable", and Cheryl, Nanci, and Sally all needed new computers and City Hall server also required replacement.
4. Fire Dpt. coats/pants damaged during fire call had to be replaced.



5. Library expenses were largely covered by grant proceeds.
6. Road Use changes took into account approved street repairs including asphalt project on Spring Farm Lane.
7. New Leaf Vac purchased after "death" of current one.
8. Park Improvement money spent was largely tied to money fundraised for banners, fountain park, pickleball courts, etc. Willow Park Trail covered by non-fundraised funds being the exception.
9. New Ambulance after successful application for USDA grant.
10. Water Operating: new Hydrants on Gill Street
11. Sewer Operating: Unexpected quantity of sludge hauling, pump replacement, and mower purchase.

Keep in mind, the expense amendments do not reflect borrowing or spending money that we don't have, rather, they update the budget to reflect the expenditure of money in this budget year.

**Staff Recommendation:** I recommend that the Mayor open the Public Hearing, accept public comment, close the public hearing, and thereafter have a motion and second to approve the FY 2020 Budget Amendments.

# 53-495

**CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2021 - AMENDMENT #1**

To the Auditor of \_\_\_\_\_ JONES \_\_\_\_\_ County, Iowa:

The City Council of Monticello in said County/Countries met on 11/16/2020, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. \_\_\_\_\_ <== ENTER RESOLUTION NUMBER

**A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2021**  
(AS AMENDED LAST ON N/A.)

Be it Resolved by the Council of the City of Monticello

Section 1. Following notice published 11/4/2020

and the public hearing held, 11/16/2020 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property 1	1,838,775	0	1,838,775
Less: Uncollected Property Taxes-Levy Year 2	0	0	0
<b>Net Current Property Taxes 3</b>	<b>1,838,775</b>	<b>0</b>	<b>1,838,775</b>
Delinquent Property Taxes 4	0	0	0
TIF Revenues 5	600,000	0	600,000
Other City Taxes 6	386,757	0	386,757
Licenses & Permits 7	249,350	0	249,350
Use of Money and Property 8	270,170	200	270,370
Intergovernmental 9	714,157	30,146	744,303
Charges for Services 10	2,063,050	0	2,063,050
Special Assessments 11	17,000	0	17,000
Miscellaneous 12	280,358	23,866	304,224
Other Financing Sources 13	325,000	58,145	383,145
Transfers In 14	1,295,414	29,300	1,324,714
<b>Total Revenues and Other Sources 15</b>	<b>8,040,031</b>	<b>141,657</b>	<b>8,181,688</b>
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety 16	1,803,436	262,777	2,066,213
Public Works 17	758,839	130,606	889,445
Health and Social Services 18	0	0	0
Culture and Recreation 19	796,240	79,395	875,635
Community and Economic Development 20	244,806	0	244,806
General Government 21	572,639	61,050	633,689
Debt Service 22	888,861	0	888,861
Capital Projects 23	363,000	0	363,000
<b>Total Government Activities Expenditures 24</b>	<b>5,427,821</b>	<b>533,828</b>	<b>5,961,649</b>
Business Type / Enterprises 25	1,801,388	119,070	1,920,458
<b>Total Gov Activities &amp; Business Expenditures 26</b>	<b>7,229,209</b>	<b>652,898</b>	<b>7,882,107</b>
Transfers Out 27	1,295,414	29,300	1,324,714
<b>Total Expenditures/Transfers Out 28</b>	<b>8,524,623</b>	<b>682,198</b>	<b>9,206,821</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year 29</b>	<b>-484,592</b>	<b>-540,541</b>	<b>-1,025,133</b>
Beginning Fund Balance July 1 30	2,558,218	0	2,558,218
<b>Ending Fund Balance June 30 31</b>	<b>2,073,626</b>	<b>-540,541</b>	<b>1,533,085</b>

Passed this 16th day of November 2020  
(Day) (Month/Year)

\_\_\_\_\_  
Signature  
City Clerk/Finance Officer

\_\_\_\_\_  
Signature  
Mayor

**NOTICE OF PUBLIC HEARING  
AMENDMENT OF FY2020-2021 CITY BUDGET**

The City Council of Monticello in JONES County, Iowa

will meet at 220 E First Street, Monticello, Iowa 52310

at 6:00 PM on 11/16/2020  
(hour) (Date)

, for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2021  
(year)  
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.  
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property	1,838,775		1,838,775
Less: Uncollected Property Taxes-Levy Year	0		0
<b>Net Current Property Taxes</b>	<b>1,838,775</b>	<b>0</b>	<b>1,838,775</b>
Delinquent Property Taxes	0		0
TIF Revenues	600,000		600,000
Other City Taxes	386,757		386,757
Licenses & Permits	249,350		249,350
Use of Money and Property	270,170	200	270,370
Intergovernmental	714,157	30,146	744,303
Charges for Services	2,063,050		2,063,050
Special Assessments	17,000		17,000
Miscellaneous	280,358	23,866	304,224
Other Financing Sources	325,000	58,145	383,145
Transfers In	1,295,414	29,300	1,324,714
<b>Total Revenues and Other Sources</b>	<b>8,040,031</b>	<b>141,657</b>	<b>8,181,688</b>
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety	1,803,436	262,777	2,066,213
Public Works	758,839	130,606	889,445
Health and Social Services	0		0
Culture and Recreation	796,240	79,395	875,635
Community and Economic Development	244,806		244,806
General Government	572,639	61,050	633,689
Debt Service	888,861		888,861
Capital Projects	363,000		363,000
Total Government Activities Expenditures	5,427,821	533,828	5,961,649
Business Type / Enterprises	1,801,388	119,070	1,920,458
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>7,229,209</b>	<b>652,898</b>	<b>7,882,107</b>
Transfers Out	1,295,414	29,300	1,324,714
<b>Total Expenditures/Transfers Out</b>	<b>8,524,623</b>	<b>682,198</b>	<b>9,206,821</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	<b>-484,592</b>	<b>-540,541</b>	<b>-1,025,133</b>
Beginning Fund Balance July 1	2,558,218		2,558,218
<b>Ending Fund Balance June 30</b>	<b>2,073,626</b>	<b>-540,541</b>	<b>1,533,085</b>

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Vehicle purchases for Police, Ambulance, Park and Airport. Equipment purchased Road Use - Leaf Vac, City Clerk's Office - computers and copier, Water and Wastewater - mower and generator, Other expenses include Fire Dept - coats and pants, Library - creative crates and story walk, Road Use Street repairs, Library remodeling, Berndes Center HVAC, Park Improvement - street banners, Willow Park trail & crosswalk light, Pickleball Court and Monti In Motion Car Show. Revenue included CARES Act funding, donations and using cash on hand.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Sally Hinrichsen, City Clerk  
City Clerk/ Finance Officer Name

Fiscal Year 2020-2021 Budget First Amendments - Revenues dated October 13, 2021

*Pg 1*  
Revenue

Budget Line Item	Current Budget	Proposed Budget	Increase/Decrease	For
General				
Transfer In Equipment setaside	0	29300	\$29,300	police car/equipment
Fire				
Sale of Equipment	0	33000	\$33,000	
Police Improvement				
Donations	0	2025	\$2,025	
Library Improvement				
Enrich IA Fund/Direct State Aid	1950	2096	\$146	
Theisens/DRA grants & FOI		15543	\$15,543	
Equipment Set-a-side				
Interest	600	800	\$200	
Sales of Equipment	0	15000	\$15,000	PD vehicles
Airport				
Federal Funds received	0	30000	\$30,000	CARES Act
Road Use				
Sales of Equipment	0	10145	\$10,145	
Park Improvement				
Banner Donations	0	600	\$600	
Monti In Motion Car Show	0	1550	\$1,550	
Ambulance Improvement				
Donations	2000	2500	\$500	
Pocket Park				
Refunds & Reimbursements	0	3648	\$3,648	fence
TOTAL			\$141,657	

*Insurance Proceeds from Company that hit fence*

Fiscal Year 2020-2021 Proposed Budget First Amendments - Expenditures dated October 13, 2020

Page 2  
Expenses

Budget Line Item	Current Budget	Proposed Budget	Increase/Decrease	For
Police Operating				
Contract for Dispatching	23690	24017	\$327	
Capital Equipment	10000	44000	\$34,000	squad car
Administration				
Repair/Maint of Building	6500	20000	\$13,500	
Recording & Pro Fees	20000	37800	\$17,800	18-19 audit, code book update
Furniture /Fixtures	2000	8500	\$6,500	copier
Computer Hardware/Software	3500	13750	\$10,250	computers
Engineering				
Professional fees	12000	25000	\$13,000	
Berndes Center				
Capital Projects-HVAC	0	27695	\$27,695	
Fire				
Capital Equipment	336000	354450	\$18,450	replace damaged coats & pants
Library Improvement				
Programs/Lib Promotions	3000	8000	\$5,000	creativity crates/story walk
Other Capital Equipment	2500	13000	\$10,500	furniture/shelving
Library				
Salaries Full time	56867	35000	-\$21,867	reduction 1 FT staff
Salaries -Part time	8000	25000	\$17,000	increaser PT hours/wages/staff
Major Bldg repairs	1000	5000	\$4,000	ongoing HVAC repairs/window tint
General Insurance	5500	6500	\$1,000	anticipated premium increase
Postage	1250	500	-\$750	State Library courier service
Equipment Set-a-Side				
Transfer to General - Police	0	29300	\$29,300	
Airport				
Other Capital Equipment	1000	6000	\$5,000	squad car purchase
Road Use				
Street Maintenance Contracts	100000	175106	\$75,106	
Other Capital Equipment	500	26000	\$25,500	leaf vac
Facilities/Roadways	0	5000	\$5,000	
Road Use Equipment setaside				
Capital Equipment	0	20000	\$20,000	leaf vac
Slavka Gehret Fund				
Operating Supplies	0	1000	\$1,000	
Programming	0	2000	\$2,000	
Books	0	2500	\$2,500	
Park Improvement				
Banners-Streets	0	10162	\$10,162	
Capital Equipment	0	478	\$478	
Willow Park Trail	70000	86086	\$16,086	
Pickelball Court	0	3815	\$3,815	
Monti in Motion Car Show	0	776	\$776	
Ambulance Improvement				
Capital Equipment		210000	\$210,000	

Water Operating				
Utility Systems & Structures	75000	100000	\$25,000	Gill Street hydrants \$25000
Other Capital Equipment	4000	7500	\$3,500	mower/generator
Sewer Operating				
Other Capital Equipment	5000	15260	\$10,260	mower/generator/pump
Repair & Maint on Equipment	25000	40000	\$15,000	Sewer jet, sludge pumps \$4625,
Sanitary sewer system	30000	95310	\$65,310	sludge hauling & treating
Total			\$682,198	

Pg 3  
Expenses

City Council Meeting  
Prep. Date: 11/10/20  
Preparer: Doug Herman



Agenda Item: # 3  
Agenda Date: 11/16/20

*Communication Page*

**Agenda Items Description:** Resolution approving the submission of the Five-Year Airport Capital Improvement Plan.

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

**Attachments & Enclosures:**

Resolution
Proposed Plan

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	Airport
Expenditure:	
Revenue:	

**Synopsis:** Approval of Airport "Plan".

**Background Information:** Every year the City Airport must submit an updated program / capital improvement Five-Year plan to the FAA to remain eligible for FAA funding.

The Airport Master Plan update started in FY '19 and is nearing completion. Due to continued interest in hangar space, and the expressed desire of a few private entities to construct hangars at our Airport, the plan calls for the installation of a "Connecting Taxiway" with "Apron/Taxilane" to accommodate additional box hangars, both in FY '22. The plan also proposes what is called an "Obstruction Mitigation" project, also in FY '22, to contend with trees, primarily if not totally on private property, that have grown into the restricted airspace and impact what is referred to as the PAPI guide slope. (Mr. Yeoman can answer more specifics with regard to how this may impact those flying into or out of our Airport.)

The Monticello Regional Airport (MXO) has \$450,914 in non-primary entitlement (NPE) funding available through this year, FFY '21 and that number will rise to \$600,000 in FFY '22. We always look at both Iowa DOT Aviation funding streams and Federal AIP (Airport Improvement Program) funds when planning projects. Funding, particularly through the State, is tied to Airport travel, fuel sales, etc. Due to the limited nature of travel during the pandemic that pot of money is less than it has been in the past.

The taxiway connection is estimated to cost right at \$663,000 which would require a local (Airport) match of right at \$66,300. The apron/taxi-lane extension would be a separate

project in FY '22 proposed to utilize DOT funds which may or may not be available. If available, the City (Airport) share of that project is estimated to cost right at \$20,000.

The Obstruction Mitigation project is also proposed to be an Iowa DOT funded project with a total cost of \$50,000, the City share, 15%, being \$7,500.

As always, the City portion would be covered by revenues generated at the Airport, not from the general fund / property taxes. (BTW: Property taxes are paid on privately owned hangars as well, and those taxes do feed the general fund and are not considered "Airport" Revenues.)

The Airport Board has reviewed the CIP and recommends that it be approved.

**Recommendation:** I recommend that the Council approve the proposed **Resolution** approving the submission of the Five-Year Airport Capital Improvement Plan.





**FIVE-YEAR AIRPORT  
CAPITAL IMPROVEMENT PROGRAM (CIP)**

Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Monticello Regional Airport - MXO - Monticello, Iowa

Prepared by: MXO Airport Board/HDR

Sponsor's E-mail: dherman@ci.monticello.ia.us

Date Prepared: November 10, 2020

Sponsor's Signature: \_\_\_\_\_

Sponsor's Phone: 319-465-3577

Printed Name: \_\_\_\_\_

FY	Detailed project/scope description	Funding source	Total estimated cost
2022	Connecting Taxiway Corporate Hangar Area to Parallel Taxiway A (RW 15/33)	Federal: \$ State: \$ Local: \$ Total: \$	\$597,510.00  \$66,390 \$663,900.00
2022	Apron-Taxilane to accommodate Box Hangar (10,000 SF) +/- Iowa DOT Aviation Bureau	Federal: \$ State: \$ Local: \$ Total: \$	 \$110,196 \$19,446 \$129,642.00
2022	Obstruction Mitigation PAPI RW 36 Remove 7 trees that impact the PAPI glide slope as per FAA Obstruction Evaluation Group 2020 ACE 2967, 2968, 2964, 2970, 2975, 2988, 2989 - OE Other trees to consider as per the 2020 ALP: 244, 247, 253, 364, 676, 683, 695	Federal: \$ State: \$ Local: \$ Total: \$	 \$42,500.00 \$7,500.00 \$50,000.00
2023	No Project	Federal: \$ State: \$ Local: \$ Total: \$	   \$0.00
2024	No Project	Federal: \$ State: \$ Local: \$ Total: \$	   \$0.00



**FIVE-YEAR AIRPORT  
CAPITAL IMPROVEMENT PROGRAM (CIP)**

Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Monticello Regional Airport - MXO - Monticello, Iowa

Prepared by: MXO Airport Board/HDR

Sponsor's E-mail: dherman@ci.monticello.ia.us

Date Prepared: November 10, 2020

Sponsor's Signature: \_\_\_\_\_

Sponsor's Phone: 319-465-3577

Printed Name: \_\_\_\_\_

FY	Detailed project/scope description	Funding source	Total estimated cost
2025	Land Acquisition Environmental Assessment: RW 33 Approach Protection	Federal: \$ State: \$ Local: \$16,500 Total: \$166,500.00	\$150,000.00
		Federal: \$ State: \$ Local: \$ Total: \$0.00	
		Federal: \$ State: \$ Local: \$ Total: \$0.00	
		Federal: \$ State: \$ Local: \$ Total: \$0.00	
		Federal: \$ State: \$ Local: \$ Total: \$0.00	

## FEDERAL AIRPORT IMPROVEMENT PROGRAM (AIP) PREAPPLICATION CHECKLIST

Please attach the following documents with your application.

- Sponsor Identification Sheet for the Airport
- Capital Improvement Program (CIP) Data Sheet (one for each project listed in the first three years of the CIP) and detailed cost estimate for each data sheet
- Five-Year CIP
- Long-Range Needs Assessment
- Verification of an updated airport layout plan (ALP) (when applying for new construction of buildings or airfield expansion)
- Verification of completed environmental processing in accordance with National Environmental Policy Act of 1969
- Verification of completed land acquisition or signed purchase agreement
- Verification of pavement maintenance program (when applying for pavement preservation or reconstruction)
- If requesting federal assistance for snow removal equipment, please include an inventory of the existing equipment and calculations based on Chapters 4 and 5 of the Airport Winter Safety and Operations Advisory Circular (AC) 150/5200-30 and the Airport Snow and Ice Control Equipment AC 150/5220-20 showing the minimum equipment needed, along with the Airport Capital Improvement Plan (ACIP) Data Sheet, include a copy of a completed Federal Aviation Administration's snow removal equipment spreadsheet.
- If requesting federal assistance for general aviation apron expansion, include a copy of a completed FAA apron design spreadsheet.
- If requesting pavement reconstruction, submit an engineering report showing the need for the reconstruction as part of the CIP justification.
- For revenue-producing facilities (i.e., fueling facilities and hangars), please submit:
  - 1) A statement that airside development needs are met or include a financial plan to fund airside needs over the next three years.
  - 2) A statement that runway approach surfaces are clear of obstructions (the FAA Airport 5010 should show at least a 20:1 clear approach).
  - 3) Justification for the project.
- System for Award Management (SAM) registration is up to date ([www.sam.gov](http://www.sam.gov))

Please e-mail this form with supporting documents identified in the checklist to [shane.wright@iowadot.us](mailto:shane.wright@iowadot.us).

Attn.: Program Manager  
Aviation Bureau  
Iowa Department of Transportation  
800 Lincoln Way  
Ames, IA 50010

E-mail: [shane.wright@iowadot.us](mailto:shane.wright@iowadot.us)  
FAX: 515-233-7983  
Phone: 515-239-1048

**AIRPORT SPONSOR IDENTIFICATION SHEET**

**\*\*\* PLEASE ONLY SUBMIT IT YOU HAVE CHANGES FROM PREVIOUS YEAR. \*\*\***

Airport Name: Monticello Regional Airport

Airport sponsor(s) Name: City of Monticello Ia

Contact Person: Doug Herman

Title: City Administrator

Email Address: dherman@ci.monticello.ia.us

Physical Mailing Address: 200 East First Street

P.O. Box (if applicable): \_\_\_\_\_

City: Monticello

State: Ia.

ZIP Code: 52310

Phone: 319 465-3577

U.S. Congressional District Number: First

Tax Identification Number: 42-6004981

Dun and Bradstreet Number (DUNS): 6039171050000

You **must** have a current System for Award Management (SAM) registration to receive a grant.

Register at: <https://www.sam.gov>.

**Please email (PDF) your completed preapplication, Capital Improvement Program (CIP), long-range needs assessment, signed CIP data sheets, and all supporting documents to your state agency and Federal Aviation Administration planner at [jeff.deitering@faa.gov](mailto:jeff.deitering@faa.gov).**



## Capital Improvement Program (CIP) Data Sheet

See the instructions section for information on completing this FAA Central Region form.

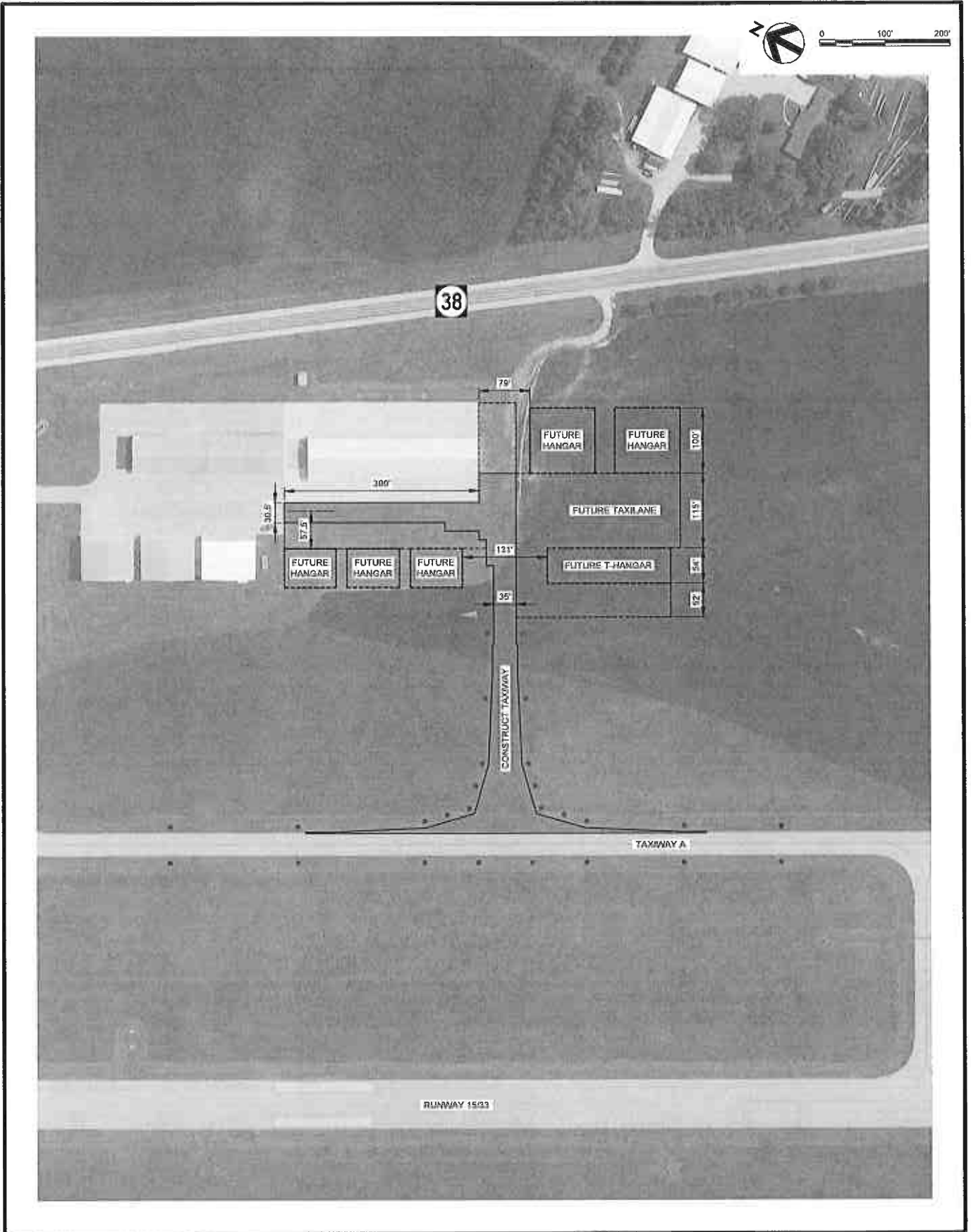
<b>Airport Name, LOCID, City, State:</b>	Monticello Regional Airport (MXO)		
<b>AIP Project Type:</b>	Construct Taxiway		
<b>Local Priority:</b>	1 - Very high	<b>Federal Share:</b>	\$ 597,510
<b>Federal FY Requested:</b>	2022	<b>State Share:</b>	\$ 0
		<b>Local Share:</b>	\$ 66,390
		<b>Total Project Cost:</b>	\$ 663900

**Provide detailed project scope and justification below.** You must attach on a *separate* sheet or PDF a sketch/drawing that clearly depicts the scope of the project.

Construct 35-foot-wide taxiway between existing parallel taxiway and hangars.

### Sponsor Signature Block

<b>Signature:</b>		<b>Date:</b>	11/16/2020
<b>Printed Name:</b>	Doug Herman	<b>Title:</b>	City Administrator
<b>Phone Number:</b>	(319) 465-5488	<b>Email:</b>	dherman@ci.monticello.ia.us



## CONSTRUCT TAXIWAY

MONTICELLO REGIONAL AIRPORT  
MONTICELLO, IOWA

DATE  
5 NOV 2020  
EXHIBIT NO.  
EXHIBIT 1



## Construct Taxiway Opinion of Probable Cost

Monticello Regional Airport, Iowa

No.	Spec	Description	Unit	Quantity	Unit Cost	Total Cost
1	40-05	Maintenance of Traffic (2%)	LS	1	\$9,600.00	\$9,600
2	C-100	Contractor Quality Control Program (CQCP) (3%)	LS	1	\$14,400.00	\$14,400
3	C-102	Temp Air and Water Pollution, Soil Erosion, and Siltation Control (2%)	LS	1	\$9,600.00	\$9,600
4	C-105	Mobilization (10%)	LS	1	\$48,100.00	\$48,100
5	P-152	Excavation, Subgrade, and Embankment	BCY	4,431	\$16.00	\$70,900
6	P-209	8-Inch Crushed Aggregate Base Course	CY	1,099	\$54.00	\$59,300
7	P-501	6-Inch Cement Concrete Pavement	SY	4,769	\$38.00	\$181,200
8	P-620	Marking (Includes Surface Prep and Glass Beads)	SF	836	\$2.00	\$1,700
9	P-701	24" Class V RCP Pipe	LF	131	\$160.00	\$21,000
10	P-705-1	Pipe Underdrains for Airports	LF	1,813	\$15.00	\$27,200
11	P-705-2	Pipe Underdrain Cleanout	EA	4	\$600.00	\$2,400
12	P-751	Aircraft-Rated Manholes and Inlets	EA	2	\$15,000.00	\$30,000
13	T-901	Seeding	SY	4,093	\$0.60	\$2,500
14	T-905	Topsoil	CY	455	\$24.00	\$10,900
15	T-908	Mulching	SY	4,093	\$0.80	\$3,300
16	L-100	Electrical Demolition	LS	1	\$7,000.00	\$7,000
17	L-108-1	L-824 No. 8 AWG, 5 kV, Type 1/C Cable	LF	1,755	\$1.50	\$2,600
18	L-108-2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire and Grounding Rods	LF	1,755	\$1.50	\$2,600
19	L-110	L-110 2" PVC Conduit in Trench - Direct Bury	LF	1,482	\$4.00	\$5,900
20	L-115	L-867 Electrical Junction Box with Blanking Cover	EA	4	\$800.00	\$3,200
21	L-125-1	L-861-T Elevated Taxiway Edge Light Fixture (MITL) on L-867 Base w/XFMR	EA	26	\$1,200.00	\$31,200
22	L-125-2	L-858 Runway and Taxiway Signs	EA	3	\$6,000.00	\$18,000
<b>Subtotal</b>						<b>\$562,600</b>
<b>Engineering Design and Construction Administration (18%)</b>						<b>\$101,300</b>
<b>Total</b>						<b>\$663,900</b>

City Council Meeting  
Prep. Date: 11/10/20  
Preparer: Doug Herman



Agenda Item: 4  
Agenda Date: 11/16/20

*Communication Page*

**Agenda Items Description:** Resolution approving investment in Jones County Economic Development for FY '22.

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

**Attachments & Enclosures:**

Proposed Resolution
Letter of Request

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	Hotel/Motel
Expenditure:	\$15,000
Revenue:	n/a

**Synopsis:** Request of annual appropriation for Jones County Econ. Develop.

**Background Information:** The City of Monticello has been an investor or partner with Jones County Economic Development for many years. The proposed per capita investment had not changed from \$2.00 per resident for a number of years, through FY '18. Beginning in FY '19 JCEDC requested an increase to the lump sum of \$10,000, an increase of approximately \$2,500. The Council approved the request and informally committed to that investment amount for three years. FY '21 was the last year of that informal commitment. The funding request for FY '22 is \$ 15,000.

Econ. Development is often difficult to measure. An active Economic Development partner can be a great asset. Actual economic development is imperative to the health of our community, whether this \$15,000 investment will create economic development may be hard to ascertain, but if it generates one new business, building, or job we would see a return.

Derek has been very helpful on many fronts and continues to work on Sewer Plant Grant Opportunities.

**Staff Recommendation:** I recommend that the Council consider the funding request for approval.





# Jones County Economic Development

*YOUR success is OUR point!*

November 11, 2020

Mayor Brian Wolken & Monticello City Council Members  
City of Monticello  
200 E. First St.  
Monticello, IA 52310

Dear Mayor Wolken and Council Members,

Jones County Economic Development (JCED) is a public/private partnership dedicated to strengthening the economic base in the region by assisting existing businesses, attracting new investment and jobs, and fostering a business climate favorable to economic growth. With the help of local government and private business, JCED is able to supply vital information and training to help keep Jones County growing.

2020 has been a year of change, especially due to all of the unique occurrences happening this year, including the pandemic, economic uncertainty, social unrest, etc. While not all of the concerns have impacted Monticello this year, some have contributed to a different way of doing business. JCED has been diligent in getting information out and helping businesses regarding funding programs and other assistance to help with the pandemic this year. Additionally, we have worked hard to meet with those prospects interested and find ways to encourage them to develop in Monticello. Next, JCED is proud to have worked with the City on numerous projects, including the Derelict Building Grant for the Compadres building, the Rural Innovation Grant for the old Dollar General building, and working to help gain some federal grant money for the wastewater treatment plant project due to start in the next couple of years. Finally, we have been working with the City and other partners to plan for improvements to the downtown as well as get started on the Main Street application for 2021.

JCED is hopeful to continue working well with the City of Monticello and other local partners in 2020. From quality of life initiatives to working with local industry to ensure they continue to thrive, JCED is committed to the success of Monticello and Jones County as a whole. We have a lot to do, and opportunity abounds.

Thank you for your support this past year. At this time, JCED would like to request \$15,000 from the City of Monticello to help us continue our activities and assist in moving Monticello and Jones County forward. Thank you for your continued support and trust in our organization.

Sincerely,

Derek Lumsden, Executive Director  
Jones County Economic Development  
107 S. Ford  
Anamosa, IA 52205

City Council Meeting  
Prep. Date: 11/11/2020  
Preparer: Britt Smith



Agenda Item: # 5  
Agenda Date: 11/16/2020

*Communication Page*

**Agenda Items Description:** Resolution to approve Agreement with Animal Welfare Friends for the boarding of stray animals located within the City of Monticello.

**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 the Animal Welfare Foundation establishing the daily boarding fee for stray animals located within the City of Monticello.

**Background Information:** Stray animals, or animals that have no identification on their collars, located by the Police Department are captured and taken to the Monticello Veterinary clinic for safe keeping while officers attempt to identify the owners. Typically, the owners reach out and reclaim the animal and officers determine if a citation for animal at large is appropriate. Occasionally the animal goes unclaimed and is turned over to the Animal Welfare Friends. The animals are kept for 7 days by the Animal Welfare Friends with the daily boarding fee being assessed to the City. No formal agreement was ever entered into with the Animal Welfare Friends to establish the daily boarding rate. This agreement establishes the daily boarding rate at \$15.00, which is consistent with the past practices. The 7-day boarding rate is \$105.00

**Staff Recommendation:** I recommend that the Council approve of the proposed Resolution to approve the agreement between the City of Monticello and the Animal Welfare Friends.

# The City of Monticello, Iowa

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

RESOLUTION #2020-

**Resolution** to approve Agreement with the Animal Welfare Friends for the Boarding of Stray Animals located within the City of Monticello

**WHEREAS**, the City of Monticello has historically paid to house stray dogs located within the City limits of the City of Monticello, previously paying the Monticello Vet Clinic, and

**WHEREAS**, the AWF (Animal Welfare Friends) now accepts stray dogs from the Vet. Clinic and requests that the City continue to cover boarding costs for the first seven (7) days the dog is boarded absent collection and payment by the dog(s) owner, and

**WHEREAS**, the Monticello Chief of Police and representatives of the AWF have agreed to the terms of an agreement between the parties setting out the agreed upon circumstances where the City would be assessed for boarding, and a copy of same is appended hereto, and

**WHEREAS**, the Council finds that stray dogs are a nuisance and potential safety concern and that it is in the best interest of the City to have said dogs collected and boarded, and for that reason finds that the terms of the agreement are appropriate and that same should be approved.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve of the proposed agreement between the City of Monticello and AWF pertaining to the boarding by AWF of stray dogs and the payment of fees related thereto by the City as set forth more fully herein.

**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 16<sup>th</sup> day of November, 2020.

---

Brian R. Wolken, Mayor

Attest:

---

Sally Hinrichsen, Monticello City Clerk

At Large Dog Details  
For The City of Monticello and Animal Welfare Friends

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020 between The City of Monticello and Animal Welfare Friends hereinafter referred to as the AWF.

The Monticello Police Department will transport at large dogs to be temporarily held at The Monticello Vet Clinic until a suitable time during business hours for AWF to pickup and transport dogs to the Animal Welfare Friends Shelter based on current shelter occupancy. AWF business hours are noon to 6:30 pm Tuesday through Saturday. If current shelter occupancy does not permit AWF from accepting dogs, AWF shall assist The Monticello Vet Clinic in finding temporary suitable shelter for the dogs until such time there is shelter occupancy.

AWF may accept at large dogs that are dropped off at the shelter by City of Monticello residents. AWF shall obtain and promptly forward the following information to the Monticello Police Department:

- Reason for the transfer of care
- Location and jurisdiction of where dog(s) were found/located
- Name, address, and phone number of citizen dropping off dog(s)
- Relationship of reporting party to owner of the dog(s) if known

If the dog(s) being relinquished was at large, then the fee section of this agreement shall apply. If the dog(s) appears to have been abused or neglected, the fee section of this agreement shall apply and the Monticello Police shall be immediately notified for investigatory purposes. If the dog(s) is being relinquished by the owner of the dog(s), family member or other person(s) within the home, who are unable to provide care for the dog(s) and said person is wanting to surrender the dog(s), then the fee section shall not apply to the City of Monticello and any fee arrangements shall be made between the person dropping off the dog(s) and the AWF.

AWF shall charge \$15.00 per day for each dog up to the seven days the dog is housed when it becomes shelter property. After seven days, The City of Monticello will not be responsible for any further cost or liability related to the ongoing care or custody of dogs.

Dogs can be reclaimed during shelter hours: 12:00 pm to 6:30 pm Tuesday through Saturday. If the dog is reclaimed, the owner shall be charged all fees and the City of Monticello will not be responsible for any fees related to the reclaimed dog if fees are paid.

After seven days, the City of Monticello will be billed for the agreed upon fees even if the owner has been identified but fails to reclaim their dog(s). If the owner of the dog has been identified and fails to reclaim their dog, AWF agrees to contact the City of Monticello and provide owner information for the city to follow through with collection however they choose. At that time, any unclaimed dog will become Animal Welfare Friends' property and will be offered for adoption.

Since this is the first written contract, this contract shall take effect immediately upon approval by the City and AWF. The "Term" of this agreement shall be for one year from the date last signed below. This agreement shall renew automatically for additional one-year terms absent written notice by the terminating party at least thirty days in advance of the scheduled termination date. The parties may agree to renegotiate this agreement at any time without first terminating same. Any agreed upon modification or amendment to this agreement must be in writing and signed by both parties. Any modifications or amendments must be approved by the Monticello City Council to be legally enforceable and effective.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

AWF by: \_\_\_\_\_ Title: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

City of Monticello by : \_\_\_\_\_ Title: \_\_\_\_\_

City Council Meeting  
Prep. Date: 11/09/2020  
Preparer: Britt Smith



Agenda Item: # 6  
Agenda Date: 11/16/2020

*Communication Page*

**Agenda Items Description:** Resolution to approve the purchase of new individually assigned iPads for use by elected officials.

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

**Attachments & Enclosures:**

Proposed Resolution

**Fiscal Impact:**

Budget Line Item:  
Budget Summary:  
Expenditure:  
Revenue:

**Synopsis:** Authorization for City Staff to purchase new iPads for elected officials.

**Background Information:** The current iPads that the Council Members are using are beginning to show their age. These units were initially purchased 8 years ago and were reconditioned units at the time of purchase. Council members have begun experiencing technical issues with their units and it is apparent that it is time to update them. A trial unit with a pencil and keyboard was purchased a couple months ago and issued out to Councilperson Feldmann and later reassigned to Councilperson Langerman. Both liked the increased functionality with the addition of the pencil function and the ability to write and take notes directly on the council agenda. The addition of the keyboard and its benefits may be dependent on the councilperson as to the necessity of the additional feature. Additional units are beginning to fail and it is time to make a decision on moving forward with their replacements. The following is a cost breakdown for the new equipment:

Ipad 32gb	\$329.00 (We have the option to upgrade to the 128gb for \$429.00). The higher storage space may not be a necessary feature as it is likely that an entire years' worth of council packets can be saved to the device before a higher memory device is needed.
Apple Pencil	\$99.00 (Highly Recommended from those that have used the new device)
Keyboard	<u>\$159.00</u> (only necessary if you intend on doing a lot of typing)
	\$587.00

Apple does currently offer a trade in value for the current iPads of \$20.00 per device. Some councilmembers expressed an interest in purchasing the old units. I would recommend selling the old units to interested councilmembers for \$20.00 or trading them in if there was no interest.

**Staff Recommendation:** I recommend that the Council consider purchasing updated iPads and the accessories necessary for each elected official (that desires one), and authorize staff to proceed with the purchase and setup.

# The City of Monticello, Iowa

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

## RESOLUTION #2020-

**Resolution** to approve the purchase of new individually assigned iPads for use by elected officials.

**WHEREAS,** The Mayor and City Council have been assigned City owned iPads for their use during their elected terms, and

**WHEREAS,** The iPads currently in use were purchased as refurbished units approximately eight (8) years ago and many are starting to have operational issues, and

**WHEREAS,** The use of iPads for City business, e-mails, City Packets, and basic internet usage has resulted in significant savings in paper, in the use of the City Copier, and in Administrator Council Packet preparation time, and

**WHEREAS,** Some elected officials may choose to use their own devices as opposed to a City issued device, and

**WHEREAS,** The Council finds that an iPad with accessories as desired by each elected official should be ordered, set up, and issued to each elected official who desires a City issued iPad.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve the purchase of new individually assigned iPads for use by elected officials as set forth more specifically within the body of this Resolution.

**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 16<sup>th</sup> day of November, 2020.

---

Brian Wolken, Mayor

Attest:

---

Sally Hinrichsen, Monticello City Clerk

City Council Meeting  
Prep. Date: 11/10/2020  
Preparer: Doug Herman



Agenda Item: 7  
Agenda Date: 11/16/2020

*Communication Page*

**Agenda Items Description:** Resolution to approve action plan related to Monticello Digital Sign.

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

**Attachments & Enclosures:**

Proposed Resolution

Nesper Estimates

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:** The City Council previously reviewed options related to the Digital Sign. I have looked back at the notes from January 2020 and have reached out to Brian Monk in regard to demolition options.

**Background Information:**

1. Remove Electronic Message Board and dispose of. Poles and top portion of sign "Monticello" left as is. (A lit welcoming sign, no need for a modem, phone line, etc. Just power to light the sign.) Estimated Cost: \$3,911
  - a. If poles are repainted at the same time an additional cost of \$1,991.
  - b. Repair outages in "Monticello" sign on hourly basis at \$160/hour; budget \$2,000
2. Remove and junk entire sign and poles, cap poles at ground level, power to be removed by others. \$6,810 plus costs associated with power removal. (Total \$8,000 +/-??) Brian Monk looked at the plans associated with the sign installation. He could remove the sign, however, he would "knock it down" which would create a significant mess as he does not have equipment that would go high enough to take it down more carefully. He suggested it would make more sense to work with the sign company.

Note: If "Monticello" ID sign remains, the ongoing annual costs would include electricity, land rent, and insurance. Approximate annual budget on those items is as follows:

1. Electricity \$1,500 (Estimate as Digital Sign would be eliminated)
2. Land Rent \$500
3. Insurance \$250



If the sign is to remain I think it makes sense to remove the out of order and outdated digital message board. While Nesper is on site it also makes sense to have them diagnose what problems exist with the lighting of the "Monticello" sign and repair. We could use a local contractor for that purpose as well and would definitely suggest that we do so moving forward when Nesper is not otherwise on site with their equipment.

The poles need painting and I would want to look into the painting methods/coatings proposed by Nesper and then get a second quote locally before making a recommendation on that front.

The sign, when lit, is a landmark of sorts. It may not be seen by many residents but many passerby's know that Monticello is right there and that has value. The cost of new entryway signs at each end of the community could easily be \$75,000 to \$100,000 if they were more than mere billboards. \$2,000 to \$3,000 per year is pretty easy to budget when compared to a potential \$100,000 price tag. You could of course choose to take it down entirely. We would then have no sign/landmark and no expense. I would have to get a new quote from Nesper to take it down, the last quote at \$6,810 with some additional electric work, being a year old.

**Staff Recommendation:** I recommend that the Council consider the options and approve the proposed resolution if prepared to do so, and if not, to provide direction on what else is needed for a decision to be made.

# The City of Monticello, Iowa

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

RESOLUTION # 20-

## Resolution to approve Digital Sign Repair/Upgrade action plan

**WHEREAS**, the City Council purchased a Digital Sign many years ago at or about the time of the 151 bypass at a cost of approximately \$100,000, and

**WHEREAS**, the City has maintained the sign since that time, with the last major expense being an upgrade to LED lights in the sign cabinet in 2016 at a cost of approximately \$3,400 that was partially reimbursed with an Alliant Energy rebate, and

**WHEREAS**, the Digital Message Board portion of the sign is largely outdated and is not able to be repaired and the replacement of said message board with a more modern message board would come at a significant cost, the Council finding that the cost associated therewith being not justified as the use of the message board is very limited by Iowa law, and

**WHEREAS**, the City Council finds that the existing message board can be removed from the poles at the approximate cost of \$4,000 and that work can be performed to get the lights back on and working in the sign box based upon the hourly rate of approximately \$160.00/hour, both numbers based upon an estimate received in early 2020, and

**WHEREAS**, the Council finds that the sign has value as a landmark to mark Monticello to the traveling public and that maintaining the sign box is appropriate and that steps should, therefore, be taken to have the digital message board removed and repairs made to the sign box so that the "Monticello" portion of the sign is lit up.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby direct staff to work with Nesper sign to remove the digital message board at the estimated cost of \$4,000 and to make those repairs necessary to light up the "Monticello" sign box component of the sign at the proposed hourly rate of \$160.00 per hour.

**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 16<sup>th</sup> day of November, 2020.

Attest:

\_\_\_\_\_  
Brian R. Wolken, Mayor

\_\_\_\_\_  
Sally Hinrichsen, Monticello City Clerk

# NESPER SIGN ADVERTISING, INC.



C E D A R R A P I D S , I O W A • N A T I O N A L

## Proposal

Number: 37560

Date: 12/09/19

### INSTALLED AT:

MONTICELLO POLICE DEPARTMENT

201 E SOUTH ST  
MONTICELLO IA 52310

MONTICELLO POLICE DEPARTMENT  
US HWY 151  
MONTICELLO IA 52310  
MADONNA STANER

Nesper Sign hereby proposes to furnish all the materials and perform all the labor necessary for the completion of:  
ALL QUALITY MATERIALS AND PROFESSIONAL LABOR AND EQUIPMENT TO PERFORM THE FOLLOWING SCOPE OF WORK.

OPTION A: REMOVE EXISTING ELECTRONIC MESSAGE CENTER AND JUNK AT NESPER PLANT.  
LEAVE POLES AND TOP MONTICELLO ID SIGN AS IS.  
QUOTE: \$3,911.00 (TAX EXEMPT)

OPTION B: IF AT SAME TIME, REPAINT POLES BLACK.  
QUOTE: \$1,991.00 (TAX EXEMPT)

OPTION C: REPAIR OUTAGES IN MONTICELLO ID SIGN. WORK TO BE COMPLETED ON A TIME AND MATERIAL BASIS.  
QUOTE: \$160.00/PER HOUR + MATERIALS (TAX EXEMPT) - BUDGET APPROX: \$2,000.00

OPTION D: REMOVE ENTIRE SIGNS AND POLES AT GRADE AND JUNK AT NESPER PLANT.  
INCLUDES MONTICELLO SIGN, MESSAGE CENTER, AND TWO (2) POLES. NESPER TO CAP HOLES AT GRADE WITH STEEL PLATES. POWER REMOVED BY OTHERS AT EXTRA COST.  
QUOTE: \$6,810.00 (TAX EXEMPT)

All material is guaranteed, as limited by paragraph 5 in the additional terms and conditions, to be as specified, and the above to be in accordance with the drawings and or specifications submitted for the above work and completed in a workmanlike manner for the sum of:

DOLLARS: SEE ABOVE

TERMS: 1/2 DOWN, NET 30 DAYS

Maximum Payment by Credit Card is \$5000.00

(INTEREST OF 1.5% WILL BE ADDED TO PAST DUE ACCOUNTS)

MIKE SCHULTE

4620 J. St. SW • Cedar Rapids, IA 52404-4928  
(319) 366 - 5312 • Fax (319) 366- 6493 • 800 332-8403



# NESPER SIGN ADVERTISING, INC.



C E D A R R A P I D S , I O W A • N A T I O N A L

## Proposal

Number: 37560

Date: 12/09/19

INSTALLED AT:

MONTICELLO POLICE DEPARTMENT

201 E SOUTH ST  
MONTICELLO IA 52310

MONTICELLO POLICE DEPARTMENT  
US HWY 151  
MONTICELLO IA 52310  
MADONNA STANER

Nesper Sign hereby proposes to furnish all the materials and perform all the labor necessary for the completion of:

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I agree to the additional terms and conditions on reverse side.

**BUYER**

**NESPER SIGN ADVERTISING, INC.**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Guaranteed by \_\_\_\_\_

Contract Date \_\_\_\_\_

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

4620 J. St. SW • Cedar Rapids, IA 52404-4928  
(319) 366 - 5312 • Fax (319) 366- 6493 • 800 332-8403



# NESPER SIGN ADVERTISING, INC.

## ADDITIONAL TERMS AND CONDITIONS

- 1) This proposal (the "Agreement") is made for specially constructed equipment and when accepted is not subject to cancellation. Nesper shall not be responsible for errors in plans, designs, specifications or drawings furnished by buyer or for defects caused thereby.
- 2) Nesper shall commence the construction of display and prosecute the work thereon with the due diligence until completion. All obligations to be performed by Nesper hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond Nesper's control.
- 3) Buyer shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, and for all other private permissions necessary for the maintenance, use, and existence of display. Nesper shall apply for public permits. Buyer shall be responsible for additional costs incurred should procedures other than nonnal permit applications be required. Nesper shall not be obligated to commence construction of display until public permits have been issued. If public permits are denied after every reasonable effort by both parties to secure the same, then agreement shall terminate without liability to either party.
- 4) Buyer shall (a) bring feed wires of suitable capacity and approved type to the location of the display, and make connection thereto, (b) pay for all electrical energy used by display, and (c) be responsible for the supply thereof. In the event substantially adverse building or soil conditions or underground obstructions are encountered at delivery site, parties agree to adjust installation cost to extent of Nesper's additional cost.
- 5) Nesper unconditionally warrants, as set forth on the prior page, the signs against defective workmanship and materials for 90 days from date of shipment or installation, if installation is effected by Nesper, and disclaims all other warranties, including the implied warranties of fitness and merchantability. Any part found by Nesper to be defective due to faulty workmanship or materials, within the warranty period, will be repaired or replaced f.o.b. point of production. Other than the replacement of such defective work or material, Nesper shall not be liable for any damage or losses, including but not limited to incidental or consequential damages, whether breach of contract or negligence, and Buyer's sole remedy shall be limited to the replacement of defective work or material.
- 6) Payment for items purchased under the terms of this agreement will be made upon receipt of invoices submitted. In the event payment is not made as agreed, Buyer agrees to pay a service charge on past due amount from the times they are due, thirty (30) days from invoice date, at the rate of 1 1/2% per month. In the event Nesper takes action to enforce the terms of this Agreement, attorney's fees shall be added.
- 7) Title to all materials and property covered by this contract shall remain in Nesper and shall not be deemed to constitute a part of the realty which it may be attached until the purchase price is paid in full. Nesper is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, Nesper may at once (and without process of law) take possession of and remove, as and when it sees fit and where found, all materials used or intended for use in this construction of said equipment and any and all property called for in the Agreement without being deemed guilty of trespass.
- 8) When the Agreement is signed by a duly authorized person of each party, all provisions contained herein become integral parts of the Agreement, and there is no other agreement or understanding of any nature specifically incorporated herein by reference.
- 9) The Agreement shall be governed by and construed in accordance with Iowa law, and Buyer agrees to submit any disputes arising in connection with this Agreement to the exclusive jurisdiction of the Linn County District Court.

This Agreement, with all conditions as noted, is herewith accepted by both parties.

## OPTIONAL ELECTRIC SIGN MAINTENANCE AGREEMENT (the "Sign Agreement")

- Make prompt inspection of display on Customer's request.
- Repair or replace inoperative luminous tubes.
- Replace burned out incandescent and/or fluorescent lamps.
- Replace defective transformers and/or ballasts.
- Repair defective wiring within display.
- Replaced broken or defective housing, sockets, tube supports and insulators.
- Clean display completely once each year.
- Maintain flasher(s).
- Repaint all exposed painted surfaces as needed.
- Repaint tube cross-over sections as needed.

Electrical wiring service to the display and controls of same located outside the sign body, and repair or replacement of plastic or metal components, are not included in this Sign Agreement.  
Does not include replacement of neon tubes or LED's that dim over time through natural processes.

RATE PER MONTH \$ \_\_\_\_\_ Months

The services rendered under this Sign Agreement begin one year after installation and remain in force for a period of 12 months and are to continue thereafter for similar periods of time unless written notice of termination is given thirty (30) days prior to the expiration of such terms.

Date \_\_\_\_\_ Signed \_\_\_\_\_

City Council Meeting  
Prep. Date: 11/09/2020  
Preparer: Doug Herman



Agenda Item: # 8  
Agenda Date: 11/16/2020

*Communication Page*

**Agenda Items Description:** Resolution to authorize the hiring of an Intern by the Park and Recreation Dpt. for the 2021 spring/summer season.

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

**Attachments & Enclosures:**

Proposed Resolution

Internship Description / Duties / Responsibilities

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Park and Rec./Berndes

\$6,000+/-

**Synopsis:** Authorization for Park and Recreation Dpt. to hire summer intern for 2021 spring/summer season.

**Background Information:** The Park and Rec. Dpt. and Park Board recommends that the Dpt. hire an intern for the 2021 spring/summer season. The intern would perform functions as set forth within the attached description. One other unknown at this time is where the MYBSA stands with regard to the 2021 season. They have hired an intern in the past to oversee tournaments but it is unclear at this time what they plan to do. The leadership of the MYBSA is everchanging from year to year as parents move in and out. When the MYBSA was created one of the asserted goals to me was to at some point turn over the management of the tournaments to the Park and Rec. Dpt. as it had staff in place to deal with calls, e-mails, etc. during regular business hours over the winter during the key organizational time. The MYBSA would continue to exist as the Fundraising Wing or Booster Club for youth baseball/softball, generating money from concession stand sales, fence banner sales/sponsorships/etc.

We have some of the best facilities in the State thanks to financial donations and dedication of Bud and Georgia Johnson and the hard work of the MYBSA membership over the years. We need to create a good long-term plan to ensure the consistency of the tournaments that have been started, the revenue stream that supports the program, and the revenue created in the community as a result of the tournaments and out of town attendance/participation.

**Staff Recommendation:** I recommend that the Council approve the recommendation of the Park and Recreation Board to authorize the hiring of an intern for the 2021 spring/summer season.



## **PARKS & RECREATION INTERNSHIP**

WAGE: Stipend

OPENING DATE:

CLOSING DATE:

AVAILABILITY:

REPORTS TO: Director, Parks and Recreation

### **SUMMARY DESCRIPTION**

The City of Monticello is seeking a highly motivated and energetic individual for the 2021 Parks and Recreation Intern position. Monticello is a community of nearly 4,000 people and is situated off of Highway 151, just 30 minutes from Dubuque and Cedar Rapids. This internship will be a well-rounded and comprehensive experience for someone looking for a career in Parks and Recreation or related field. We understand all internship requirements are different and we are flexible and will work with you to meet and exceed the needs of your internship experience through your college or university. The selected candidate will gain valuable experience and insight in the areas including, but not limited to programming, special events, concession operations, facility management and supervision, aquatics, marketing/promotions, ball diamond grooming/prep, and parks maintenance.

### **ESSENTIAL DUTIES & RESPONSIBILITIES**

- Assist with various recreation programs and special events including, but not limited to: planning, promoting, scheduling, leading, instructing, supervising, and completing accurate reports.
- Assist with daily office and clerical duties such as: providing excellent customer service, answering phones, completing registrations and facility rentals, accurately collecting monies, answering emails, assembling rosters/schedules/rules, etc.
- Assist with marketing and communication efforts such as, creating fliers/posters, distributing marketing materials, writing press releases, updating social media pages, selecting effective advertising channels for programs and/or events, seeking sponsorship opportunities for future programs and events.
- Assist with concession operations at ball diamonds and aquatic center.
- Attend board meetings, staff meetings, trainings, and city council meetings.
- Develop and plan a unique community special event for future use including (budget, revenues, contacts, photos, etc.)
- Develop at least one new recreation program for various age segments that are completely ready for future implementation.
- Assist in park maintenance as needed including mowing, trimming, ball diamond grooming and preparation.
- Exposure to daily/weekly pool operations including chemical testing, backwashing, personnel management, etc.

### **MINIMUM REQUIREMENTS & SKILLS**

Internship is open to all students enrolled in an accredited college or university and of junior status or greater. All applicants will be considered; however, preference will be given to those individuals in the area of sports management, recreation administration, leisure services, physical education, parks and recreation, or a closely related field. Must have a valid driver's license and be willing to work a varying schedule of days, nights, and weekends as scheduled by the internship supervisor.

### **SUPPLEMENTAL INFORMATION**

To apply, applicants must complete a City of Monticello job application: [CLICK HERE](#)

In addition to the application, interested candidates must also send a cover letter and resume to [joswald@ci.monticello.ia.us](mailto:joswald@ci.monticello.ia.us).



# The City of Monticello, Iowa

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

## RESOLUTION #2020-

**Resolution** to approve the hiring of an Intern by the Park and Recreation Dpt. for the 2021 spring/summer season.

**WHEREAS,** The Park and Recreation Board has recommended that the Dpt. hire an intern for the 2021 spring/summer season to perform those duties set out in a Park and Recreation Internship Description, a copy of same being attached hereto, and

**WHEREAS,** The intern would be paid for their efforts in a sum determined to be appropriate, based upon their skills and abilities, and as budgeted by the department, and

**WHEREAS,** The Council finds that the recommendation of the Park and Recreation Director and the Board to hire an intern for the 2021 spring/summer season should be approved.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby authorize the Park and Rec. Director to hire an intern, consistent with the job description attached hereto, and further directs the Dpt. to budget the appropriate sum for said internship for presentation to the Council during budget discussions.

**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 16<sup>th</sup> day of November, 2020.

---

Brian Wolken, Mayor

Attest:

---

Sally Hinrichsen, Monticello City Clerk



City Council Meeting  
Prep. Date: 11/11/20  
Preparer: Doug Herman



Agenda Item: 9  
Agenda Date: 11/16/20

*Communication Page*

**Agenda Items Description:** Resolution to approve Standard Professional Services Agreement between the City of Monticello and Snyder & Associates in regard to Monticello Wastewater Treatment Plant Improvements.

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

**Attachments & Enclosures:**

Resolution
Snyder Agreement
Email. Herman/Beaman

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	Cap. Projects – Sewer Plant
Expenditure:	\$580,000
Revenue:	n/a

**Synopsis:** Resolution approves agreement tied to design and bidding of Sewer Plant Project. Also covers construction observation, but fees are to be determined.

**Background Information:** The City Council previously hired Snyder & Associates to prepare a Wastewater Facility Nutrient Reduction Strategy and/or Facility Plan. That process is nearing completion, the process involving significant back and forth between the Engineer, City Staff, and the IDNR. The process made on that front will allow the actual design work to commence. The scope of services provides for design and bidding of the project. Included within the fees are all geotechnical, architectural, structural, MEP, and civil engineering design services, from survey through the award of construction contract, including funding assistance, permitting, etc.

The proposed cost for these services totals \$580,000 (\$565,000 lump sum for design and related contracted services, and \$15,000 estimated hourly for bidding.) Construction Observation services are proposed to be determined at or about the time of construction. (These sums can be paid by way of a zero percent loan through the SRF (State Revolving Loan Fund) and will be rolled into a construction loan when the project moves forward. (Process: Snyder submits bill to City, City submits bill to SRF, SRF pays City, City pays Snyder) **Current total project cost for Sewer Plant updates is in the neighborhood of \$10.5 million dollars.**

I asked Lindsay (Snyder & Associates) for examples of other projects and costs and she replied with the e-mail attached hereto. Snyder representatives will be available via Zoom to answer questions or further explain the required steps moving forward.

**Staff Recommendation:** I recommend that the Council consider the proposed Resolution to approve Standard Professional Services Agreement between the City of Monticello and Snyder & Associates in regard to Monticello Wastewater Treatment Plant Improvements.

**From:** Doug Herman <dherman@ci.monticello.ia.us>

**Sent:** Wednesday, November 11, 2020 2:53 PM

Lindsay:

The Council may experience some sticker shock when it sees the lump sum fee of \$565,000 and ask me what steps I have taken to determine the reasonableness of that fee. Can you provide any examples of what other similarly situated Cities paid for similar services? (I have attached the communication page I have prepared, please let me know if you think it reads correctly, misses any points, needs clarification, etc.)

**From:** Lindsay Beaman <lbeaman@snyder-associates.com>

**Sent:** Wednesday, November 11, 2020 4:12 PM

I completely understand the sticker shock. These are pretty in-depth projects that require a lot of resources. This is why we always advise starting the potential rate climb early, but I know these things are not politically appealing.

The good thing about the Facility Planning process is it allows us to really get a clear picture on what is going to be the required and permissible final product, so that we can clearly identify the people and the resources needed to get to that final product. The Antideg and the Facility Plan both include engineering fees in their analysis of different project options and the project totals. The Economic Development preliminary engineering report (that you should have a copy of) also breaks down and includes the construction and engineering fees. So these have technically been a part of the conversation over the last couple of years.

Here's a % fee of construction costs for similar type projects, but bear in mind we don't prepare scopes based on percentage of construction costs. When we're working in a previously undisturbed corn field next to a lagoon, the design is a lot easier than snugging an activated sludge plant onto an existing active trickling filter site while keeping everything running. Also in a flood plain. Also with Terry Kirschenman as our DNR reviewer.

Plant Design Capacity	Design Fees	Construction Costs	Percentage
1.85 MGD	\$528,000 (2016)	\$9,251,000	5.7%
0.98 MGD	\$316,500 (2015)	\$5,575,000	5.7%
1.25 MGD	\$486,000 (2010)	\$5,260,000 (+related projects)	9.2%
Monticello 1.25 MGD	\$580,000 (2020)	\$10,500,000 (estimated)	5.5%

Looking at this comparison helps me feel strongly that we calibrated our hours very closely to the amount of work expected relative to our previous efforts/experiences. Be cautious with these numbers as there are many different factors in each that tell this story. Two of these projects didn't include nutrient reduction requirements, one has no industrial users, one had half an existing plant, etc. They all get very unique in the details and it's never a copy/paste process.

Let me know if I can answer anything further.

Thanks.

# THE CITY OF MONTICELLO, IOWA

## RESOLUTION #20-

**Resolution** to approve Standard Professional Services Agreement between the City of Monticello and Snyder & Associates in regard to Monticello Wastewater Treatment Plant Improvements

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

**WHEREAS**, The City Council has determined it appropriate to proceed with significant improvements to the Sewage Treatment Plant, including the actual method of treatment, changing said method from a Tricking Filter System to an Activated Sludge system, and

**WHEREAS**, The Council finds that the City Engineer, Snyder & Associates, should be hired to design and oversee the project as they were previously hired to prepare a Wastewater Facility Nutrient Reduction Strategy and/or Facility Plan and are nearing the completion thereof, same being a precursor to the design of the new activated sludge facility, and to that end have requested and received a proposed Standard Services Agreement from Snyder & Associates for review, and

**WHEREAS**, the proposed agreement provides that Snyder & Associates would design the project and take the project to bid, both as specifically set out within the Scope of Services, for a lump sum fee of \$565,000 (Design Services) and an estimated total of \$15,000, based upon an hourly determination (Bidding Services), for a total of \$580,000, with Construction Observation fees to be determined at a later date.

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 16<sup>th</sup> day of November, 2020, that the proposed "Standard Professional Services Agreement", between the City of Monticello and Snyder & Associates related to the Sewage Treatment Plant project is hereby approved.

**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 16<sup>th</sup> day of November, 2020.

---

Brian Wolken, Mayor

*Attest:*

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Sally Hinrichsen, City Clerk

**EXHIBIT A****WASTEWATER TREATMENT IMPROVEMENTS  
MONTICELLO, IOWA**

**CLIENT:** CITY OF MONTICELLO  
200 EAST FIRST STREET  
MONTICELLO, IA 52310  
C/O DOUG HERMAN, CITY ADMINISTRATOR

**ENGINEER:** SNYDER & ASSOCIATES, INC.  
5005 BOWLING ST SW – SUITE A  
CEDAR RAPIDS, IOWA 52404

**PROJECT:** WASTEWATER TREATMENT IMPROVEMENTS

**DATE:** NOVEMBER 9, 2020

**SCOPE OF SERVICES:**

The scope of services to be performed by the Engineer shall include the Services and supplies to complete the following tasks.

The Client seeks to make improvements to the wastewater treatment facility for construction of an activated sludge wastewater treatment facility as determined by planning studies to meet the Client's goals for NPDES effluent compliance and future capacity needs. This project includes:

1. New Aero-Mod activated sludge treatment plant process, tankage, equipment, etc.
2. Upgrade of under capacity equipment (pumps and UV disinfection)
3. Aerobic digestion process, tankage, equipment, etc.
4. Biosolids dewatering pumping, and storage structure and process equipment
5. Existing sludge removal and sludge holding decommissioning
6. Decommissioning of certain treatment processes
7. Building/structures for housing additional equipment (as needed)
8. Associated sitework, pipework, mechanical, electrical, and plumbing improvements

The Engineer will perform survey, develop preliminary and final plans, provide assistance to the Client during the letting phase of the project, and provide construction phase services, as further defined herein.

**I DESIGN SERVICES**

- A. Preliminary Survey - The Engineer shall perform the necessary preliminary surveys within the limits of the predetermined alignments, including location and elevation of existing surface features and to locate, where possible, underground utilities from existing records and field locates by the utility companies as made available.

- B. Geotechnical Exploration - The Engineer shall retain the services of a soils engineering consultant to conduct a soil investigation of the proposed wastewater treatment plant building site. The investigation shall consist of soil borings and soil sampling and testing, plus a report indicating the geological suitability of the site for construction of the wastewater treatment plant.
- C. Plans, Specifications and Contract Documents - The Engineer shall prepare design criteria, plans, specifications and contract documents for the project and shall furnish copies of these documents to the Client for review and approval. The comments and review recommendations will then be incorporated into the final plans and specifications. Plans, specifications, and contract documents will be prepared for a single construction contract.
- D. Iowa DNR Construction Permits - The Engineer will complete and submit the applications for the construction permits and NPDES stormwater discharge permit for construction activities, with all the pertinent information. The Permit applications will be revised as necessary to meet the requirements of the DNR. **Permit fees and publication costs shall be paid by the Client.**
- E. Iowa DNR Flood Plain Permitting – The Engineer will complete and submit the applications for the construction of the project within the floodplain. The Permit applications will be revised as necessary to meet requirements of the DNR. **Permit fees and publication costs shall be paid by the Client.**
- F. **Funding** – The Engineer will prepare the project as required for compliance with State Revolving Fund (SRF) funding. The Engineer is able to provide an opinion on construction and operational costs for the purposes of reviewing funding mechanisms and user rates, **however the hiring of a Municipal Financial Advisor to establish loan and payment methods is a requirement of SRF funding.**
- G. Opinion of Probable Cost - The Engineer shall prepare an opinion of probable construction cost for the project based upon the design developed. Opinions of probable construction costs prepared by the Engineer represent the best judgment as a design professional familiar with the construction industry. The Engineer does not guarantee that the actual costs will not vary from the cost estimate prepared by the Engineer.
- H. During the Design Phase of the project, the Engineer shall confer with the City Administrator and the Wastewater Superintendent, or their designees, to report on the project status. A written progress report shall be submitted, if required, and written in such a way that it is suitable for use as a City Council information item.

**FEE FOR DESIGN SERVICES ..... LUMP SUM \$565,000**

**II. BIDDING SERVICES**

Upon receipt of authorization by the Client to proceed, the Engineer shall perform the following services for this project:

- A. Construction Contract Documents - The Engineer shall prepare the construction contract documents for the review and approval of the City Attorney.

- B. Advertising - The Engineer shall notify Contractors, distribute plan sets, answer questions from potential contractors, subcontractors and suppliers, determine need of and issue addenda, and coordinate with Client's staff during this phase of services. Publication costs shall be paid by the Client.
- C. Bid Proposal, Printing, and Distribution - The Engineer shall print, bind, and distribute bidding documents to plan rooms, prospective bidders, subcontractors, and material suppliers. A list of all planholders shall be maintained by the Engineer and sent to plan rooms, contractors and material suppliers upon request. In addition to printed plan documents, the Engineer, at his sole discretion, may provide plans to prospective bidders in electronic format.
- D. Bidding - The Engineer shall attend the meeting at which bids are received, shall tabulate the bids and make recommendations to the City Council, in writing, regarding the awarding of the construction contract.

**FEES FOR BIDDING SERVICES..... HOURLY ESTIMATED \$15,000**

### III. CONSTRUCTION SERVICES

The Engineer shall perform the following construction administrative, staking, and observation services during the construction of the project.

#### A. CONSTRUCTION ADMINISTRATION SERVICES:

- a. Preconstruction Conference - The Engineer shall arrange and conduct a preconstruction conference, if necessary, with the Contractor and Client to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
- b. Contractors Payment Requests - The Engineer shall review the requests of the contractor for progress payments and shall approve a request, based on site observations, which recommends payments and is an opinion that the contractor's work has progressed to the point indicated.
- c. Notification of Nonconformance - The Engineer shall notify the Client of any known work which does not generally conform to the construction contracts, make recommendations to the Client for the correction of nonconforming work and, at the direction of the Client, monitor implementation of the recommendations by the contractor.
- d. Shop Drawings - The Engineer shall review shop drawings and other submissions of the Contractors for general compliance with the construction contract. Engineer's response on submittals/resubmittals shall generally be within 14 days of receipt of submittals/resubmittals.
- e. Change Orders - The Engineer shall negotiate and prepare change orders for approval of the Client prior to the work progressing, when conditions permit. Prior to commencement of construction, the Client shall develop guidance for addressing authorization of time-sensitive changes which require more immediate decisions.

- f. Final Site Observation - The Engineer shall perform a site observation to determine if the project is in general conformance with the plans and specifications and make a recommendation on final payment.
- g. If the Contractors exceed the specified construction period in completing construction of the project, or if change orders or project additions require extensions of time, the Engineer will be compensated for any additional administration, construction observation and staking services when authorized by the Client.
- h. Final Acceptance - It is understood that the Client will accept any portion of a project only after recommendation by the Engineer. Final acceptance of a project by the Client shall not release the Contractor from responsibility that the work is free of defects in materials and workmanship nor the Engineer for his liability of design.
- i. Record Drawings – Develop record drawings in an electronic format, for delivery to the Client following completion of the construction contracts. Record drawing information shall be developed from notes, mark-ups and red line drawings provided by the contractors, Client observation staff, and periodic observations by the Engineer. Said drawings shall be complete to the extent of the information provided to the Engineer, with the primary intent of the drawings to provide location records for facilities which are buried. Construction changes above grade will be shown to the extent of major location changes of equipment or building structure.

#### B. CONSTRUCTION STAKING SERVICES:

- a. The Engineer shall be responsible for providing construction staking for the project. The construction documents will contain a provision that the Engineer will provide one set of stakes for each construction operation of the project. Any staking that is destroyed will be replaced at the Contractor's expense.

#### C. CONSTRUCTION OBSERVATION SERVICES:

- a. The Engineer will provide periodic site observation for the project during the Construction Phase. The time spent on site is dependent upon the contractors' schedule, rate of progress, and type of work. Observation services will be provided at an amount to be mutually determined by the Client and the Engineer following receipt of bids. If a contractor requests a waiver of any provisions of the plans and specifications, the Engineer will make a recommendation to the Client on the request. The Engineer will give guidance to the project during the construction period, including the following:
  - b. Observation of the work for general compliance with plans and specifications.
  - c. Keep a record or log of Contractor's activities throughout construction for periods when the Engineer is present, including notation on the nature and cost of any extra work or changes ordered during construction.
  - d. Resident Construction Services provide the Client with representation at the job site during the Construction Phase of the project, which results in an increase in the probability that the project

will be constructed in substantial compliance with the plans and specifications. However, such Resident Services do not guarantee the Contractor's performance. Nor do such resident services include responsibility for construction means, techniques, procedures or safety used in constructing the work described in this agreement.

- e. The Engineer will coordinate the acceptance testing and monitoring according to the specifications including the services provided by an independent testing laboratory.

**FEES FOR CONSTRUCTION SERVICES ..... TBD**

#### **IV. ADDITIONAL SERVICES**

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

- A. Submittal fees to any and all regulatory agencies.
- B. Temporary or Permanent Easements and/or legal documents.
- C. Client requested major revisions.
- D. Offsite improvements.
- E. Multiple submittal/bid packages.
- F. Variance petitions.
- G. Wetland delineation or environmental analysis.
- H. Extending time to complete the project through no fault of the Engineer





**STANDARD PROFESSIONAL SERVICES AGREEMENT**  
(Long Form)

**NOW ON THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2020, **Snyder & Associates, Inc.**, 5005 Bowling Street, SW, Suite A, Cedar Rapids, IA 52404, (hereinafter, Professional), and City of Monticello, 200 East First Street, Monticello, Iowa 52310 (hereinafter, Client) do hereby agree as follows:

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

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

- 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
  - 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.
  - 9.5. Review and examine (and shall seek the advice of an attorney, insurance counselor, financial and other advisors or consultants, as Client deems necessary relative to such review and examination) all studies, reports, sketches, drawings, specifications, proposals, alternate solutions, sample or proposed legal documents and other documents submitted by Professional and render to Professional written interim and/or final decisions thereto.
  - 9.6. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.
  - 9.7. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
  - 9.8. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.
10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.
- 10.1.** Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.
- 10.2.** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 18, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Exhibit A Scope of Services**

**Exhibit**

**Exhibit**

**Exhibit**

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

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

\_\_\_\_\_(Client)

**SNYDER & ASSOCIATES, INC. (Professional)**

By: \_\_\_\_\_  
(Authorized agent)

By: Lindsay Beaman  
(Authorized agent)

\_\_\_\_\_  
(Printed or typed signature)

Lindsay Beaman, Business Unit Leader  
(Printed or typed signature)

Route executed copy to: Lindsay Beaman



City Council Meeting  
Prep. Date: 11/11/20  
Preparer: Doug Herman



Agenda Item: 10  
Agenda Date: 11/16/20

*Communication Page*

**Agenda Items Description:** Resolution to approve application for Planning and Design Loan through SRF for Sewage Treatment Plant planning and design process.

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

**Attachments & Enclosures:**

Resolution
SRF P&D Loan Application

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	Cap. Projects – Sewer Plant
Expenditure:	\$580,000
Revenue:	n/a

**Synopsis:** Resolution approves application for 0% interest loan with SRF to cover costs related to planning and design of new Monticello Sewer Plant.

**Background Information:** The expense related to planning and design of the Sewage Treatment Plant can be covered by a 0% loan with the SRF, the entity that the City will eventually use to fund the construction of the project. These loans have 0 percent interest for up to three years and require no initiation or servicing fees. In addition, there is no minimum or maximum loan amount. Eligible costs include engineering fees, archaeological surveys, environmental or geological studies, and costs related to project plan preparation. The loan will be paid out as needed to cover Snyder invoices and will not accrue interest, being rolled into the eventual “construction” loan. Clearly the City has to pay for the planning and design by some means, the use of this loan, at 0%, seems to be an easy decision.

As set out in the prior Comm. Page it appears that the loan will eventually total between \$565,000 and \$580,000.

**Staff Recommendation:** I recommend that the Council approve the proposed Resolution.

# The City of Monticello, Iowa

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

RESOLUTION #2020-

**Resolution** to approve application for Planning and Design Loan through SRF for Sewage Treatment Plant planning and design process

**WHEREAS**, the City of Monticello has hired an engineering firm to create plans and otherwise design significant updates to the Monticello Sewage Treatment Plant at an estimated cost of approximately \$565,000 to \$580,000, and

**WHEREAS**, the City of Monticello understands that the current estimated cost of the updated plant to be approximately \$10 to \$10.5 million dollars, and

**WHEREAS**, the City of Monticello will consider all funding options but will likely borrow sums from the State of Iowa Revolving Loan Fund (SRF) due to the benefits offered through the SRF that are not available on the general bonding market, and

**WHEREAS**, the Council has been informed that the SRF will loan money to the City at 0% to cover costs of planning and designing the Sewer Plant Improvements, with the loan to be paid back in three years or otherwise rolled into a construction loan with SRF when the project moves forward to the construction phase, and

**WHEREAS**, the Council finds that sums will be necessary to pay the costs of planning and designing the sewer plant improvements and that borrowing the money at 0% through the SRF is appropriate and in the best interests of the City and that the submission of an application seeking such a loan should be approved.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve of the submission of the Planning & Design Loan Application with the SRF to fund the planning and design phase of the Monticello Sewer Plant upgrade project, and authorizes the City Administrator to prepare and submit the application on the City's behalf.

**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 16<sup>th</sup> day of November, 2020.

---

Brian R. Wolken, Mayor

Attest:

---

Sally Hinrichsen, Monticello City Clerk

# Planning & Design Loan Application



PARTNERSHIP WITH THE IOWA FINANCE AUTHORITY AND THE IOWA DEPARTMENT OF NATURAL RESOURCES

Applicant: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

Contact person/Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: IA County \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Clean Water SRF NPDES Number: \_\_\_\_\_

Drinking Water SRF PWSID Number: \_\_\_\_\_

Please write a brief description of the proposed project: \_\_\_\_\_

Is the system under any regulatory compliance order?  Yes  No

What is the expected construction start date? \_\_\_\_\_

What is the expected project completion date? \_\_\_\_\_

How many people are served by the system? \_\_\_\_\_

## Planning & Design Cost Breakdown

Administrative & Legal expenses	\$ _____
Engineering Planning & Design expenses	\$ _____
Land (only after Environmental Review clears)	\$ _____
Archaeological/Environmental	\$ _____
Other- Specify _____	\$ _____
Other- Specify _____	\$ _____
Total Planning & Design Costs	\$ _____
<b>Planning &amp; Design Loan Request</b>	\$ _____

### What is the anticipated method or methods of permanently financing the proposed project?

- State Revolving Fund Loan (SRF Construction Loan)
- Community Development Block Grant (CDBG)
- USDA/Rural Development (RD) Grant and/or Loan
- Other: \_\_\_\_\_

**PROFESSIONAL CONSULTANTS**



**SRF**  
IOWA  
**STATE**  
 REVOLVING FUND

PARTNERSHIP WITH THE IOWA FINANCE AUTHORITY AND THE IOWA DEPARTMENT OF NATURAL RESOURCES

**Project Engineer:** \_\_\_\_\_  
 Name of Contact Person: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City, State, and Zip Code: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ E-mail address: \_\_\_\_\_

**Bond Counsel:** \_\_\_\_\_  
 Name of Contact Person: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City, State, and Zip Code: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ E-mail address: \_\_\_\_\_

**Financial Advisor:** \_\_\_\_\_  
 Name of Contact Person: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City, State, and Zip Code: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ E-mail address: \_\_\_\_\_

<b>System Utilization for the most recent year:</b>	<b>Number of Connections</b>	<b>Annual Revenue</b>	<b>Percentage of System Annual Usage</b>
Residential	_____	_____	_____
Commercial	_____	_____	_____
Industrial	_____	_____	_____
Other	_____	_____	_____
Unmetered	_____	_____	_____
<b>Total</b>	_____	_____	_____

**The applicant must enclose (or email) its most recent financial statement with the completed application.** (If your financial information is available online, you may just provide a link: \_\_\_\_\_)

The undersigned is duly authorized to request this loan on behalf of the Applicant. The Applicant declares under penalty of law that all facts given, and information attached are true and correct. The Applicant authorizes IFA to verify all information.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name and Title \_\_\_\_\_, \_\_\_\_\_

Completed Application form and attachments can be scanned and emailed to:  
[waterquality@iowafinance.com](mailto:waterquality@iowafinance.com)

*Iowa Finance Authority  
 1963 Bell Ave, Suite 200  
 Des Moines, IA 50315*

City Council Meeting  
Prep. Date: 11/12/20  
Preparer: Doug Herman



Agenda Item: 11  
Agenda Date: 11/16/20

*Communication Page*

**Agenda Items Description:** Resolution to approve payment to Life Line Emergency Vehicles in the amount of \$213,048 for new ambulance.

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

**Attachments & Enclosures:**

Resolution

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

\$213,048

**Synopsis:** Resolution approves payment of invoice to Life Line Emergency Vehicles in the amount of \$213,048, the total cost of the new ambulance to be delivered on or about 11/19/2020.

**Background Information:** The City is scheduled to receive the new ambulance on 11/19/2020. The total due is \$213,048. The proposed Resolution authorizes the issuance of a check at this time; however, the check will not be delivered until the receipt and acceptance of the ambulance on the 19<sup>th</sup>. Once we receive the ambulance and pay the invoice we can move forward with the finalization of the USDA Grant and receive funds from the USDA in the amount of \$73,000. The MEMT will also be forwarding their contribution to the City at or about that time as well. They have committed \$25,000 but may pay more. The City currently has \$78,000 in vehicle set aside as well. Total cost after use of set aside, USDA and MEMT will be \$37,048, but we expect it to be less based upon a higher MEMT contribution.

On a side note, the timing is good as our oldest ambulance, the 2008, was in an accident in Iowa City last week. The damage will likely result in the ambulance being totaled. There were no and/or minor injuries only and the driver of the other vehicle was cited. We will be pursuing payment for the damages from the other driver's insurance carrier.

**Staff Recommendation:** I recommend that the Council approve payment of the balance due Life Line Emergency Vehicles in the amount of \$213,048 for the new ambulance, payment to be made upon delivery and acceptance of the new ambulance.

# The City of Monticello, Iowa

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

## RESOLUTION #20-\_\_\_\_

### **Approving Payment to Life Line Emergency Vehicles in the amount of \$213,048 for new Ambulance**

*WHEREAS*, The City Council previously authorized the purchase of a new ambulance to replace the 2008 unit, and after a bid process chose to purchase the Ambulance from Life Line Emergency Vehicles, and

*WHEREAS*, That the ambulance was ordered, has been under construction for many months, and is scheduled to be delivered on November 19<sup>th</sup>, and

*WHEREAS*, The City successfully secured an USDA grant in the amount of \$73,000, and will also receive funds from the MEMT to cover a portion of the total Ambulance cost, and

*WHEREAS*, To be in a position to finalize the USDA grant and to receive the \$73,000 investment from the USDA as soon as possible, this Resolution approves the issuance of a check to Life Line Emergency Vehicles in the total amount of \$213,048, said check to be delivered by Police Chief/Ambulance Administrator Britt Smith upon the receipt and acceptance of the ambulance, and

*WHEREAS*, The Council finds it appropriate to authorize payment of the balance due Life Line upon delivery of the vehicle as set forth herein.

**NOW THEREFORE, BE IT RESOLVED** that the City of Monticello, Iowa does hereby authorize the preparation and delivery of a check in the amount of \$213,048 payable to Life Line Emergency Vehicles in full payment of the invoice related to the purchase of a new Ambulance

**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 16<sup>th</sup> day of November, 2020.

---

Brian Wolken, Mayor

*Attest:*

---

Sally Hinrichsen, City Clerk

City Council Meeting  
Prep. Date: 11/10/20  
Preparer: Doug Herman



Agenda Item: # 12  
Agenda Date: 11/16/20

*Communication Page*

**Agenda Items Description:** Resolution to approve Annual Urban Renewal Report for FY 2020.

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

**Attachments & Enclosures:**

Proposed Resolution

Proposed Report

**Fiscal Impact:**

Budget Line Item:

n/a

Budget Summary:

n/a

Expenditure:

n/a

Revenue:

n/a

**Synopsis:** Resolution approves State mandated TIF report.

**Background Information:** You will see that the report is basically a summary of the City's TIF finances and obligations. I won't spend time herein explaining the report, it largely speaks for itself. Sally prepared this report and can answer any questions you have between now and the meeting or at the meeting. With that said, here are a couple notes:

	Unrestricted	Restricted LMI
07/01/2019 TIF Balance:	\$ 270,765	\$ 14,826
FY '20 Interest:	\$ 11,918	
FY '20 TIF Revenues:	\$ 237,048	
FY '20 Rebate Expense:	\$ 112,566	
FY '19 Non-Rebate Exp.:	\$ 406,342	
<b>06/30/2020 TIF Balance</b>	<b>\$ 823</b>	<b>\$14,826 (LMI Cash Fund)<sup>1</sup></b>

City Projects and Developer's Agreements that utilized TIF in the past are set out within the report.

Development Agreement with Continuing Payments include the following:

1. Yogi's Inc. (Last payment due in FY '21)
2. Oak Street Mfg. (Tom Bagge) (Last payment due in FY '21)

<sup>1</sup> The sum of \$14,826 is set aside pursuant to the State Code for Low to Moderate Housing projects as part of the Breckenridge TIF. (A Set aside is required when TIF is used for Residential purposes.)

3. IAS (Last payment due in FY '22)
4. MC Industries (Last payment due in FY '22)
5. Robert Johnson (Last payment due in FY '21)
6. Althoff Properties LLC (Last payment due in '21)
  - a. Due to the fact that the facility was closed down effective on or about 6/30/2020 the rebate to Althoff will only be for taxes accrued through that date, which are due in 3/2021 and 9/2021.
7. Kardes (Last payment due in FY '26)
8. Mike Beck (Royal Flush) (Last payment due in FY '31)
9. Cobblestone Inn (Last payment due in FY '28)
10. Orbis Mfg. (Addition) (Last payment due in FY '29)
11. B & J Excavating (Three Unit Condo Project) (Last payment due in FY '30)
12. Orbis Mfg. (Water Main) (Last payment due in FY '20)
13. MercyCare (Last payment due in FY '31)

City TIF Projects With Continuing Payments Include the Following:

1. X-44 (Last payment due in FY '21)
2. Downtown Park/Parking Lot (Last payment due in FY '21)
3. 190<sup>th</sup> Sanitary Sewer Extension (Last payment due in FY '21)
4. N. Sycamore Street Reconstruction (Last payment due in FY '29)

**Recommendation:** I recommend that the Council approve the proposed Resolution, approving the Annual Urban Renewal Report for FY 2020.



# THE CITY OF MONTICELLO, IOWA

## RESOLUTION #

### Approving FY 2019-2020 Annual Urban Renewal Report

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

**WHEREAS**, The City of Monticello is obligated to prepare and submit a report, annually, setting out the balances, revenues, expenses associated with our TIF receipts and expenses and to further provide some detail in regard thereto, and

**WHEREAS**, The City Clerk has prepared the report for FY 2019-2020, same having been reviewed by the City Administrator and presented to the City Council for review and approval, and

**WHEREAS**, The Council finds, based upon the information provided by the City Clerk and the City Administrator that the report should be approved for submission to the State.

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 16<sup>th</sup> day of November 2020, does hereby approve the FY 2019-2020 Annual Urban Renewal Report and directs the City Clerk to submit same to the State as required by the Code of Iowa.

**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 16<sup>th</sup> day of November, 2020.

---

Brian Wolken, Mayor

*Attest:*

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Sally Hinrichsen, City Clerk

**Levy Authority Summary**

Local Government Name: MONTICELLO  
 Local Government Number: 53G495

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
MONTICELLO ORIGINAL URBAN RENEWAL	53006	11
MONTICELLO BRECKENRIDGE URBAN RENEWAL	53009	0

**TIF Debt Outstanding: 4,945,773**

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TIF Sp. Rev. Fund Cash Balance as of 07-01-2019:	285,591	14,826	Amount of 07-01-2019 Cash Balance Restricted for LMI
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TIF Revenue:	237,048
TIF Sp. Revenue Fund Interest:	12,192
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>249,240</b>

Rebate Expenditures:	112,566
Non-Rebate Expenditures:	406,342
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>518,908</b>

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TIF Sp. Rev. Fund Cash Balance as of 06-30-2020:	15,923	15,100	Amount of 06-30-2020 Cash Balance Restricted for LMI
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**Year-End Outstanding TIF  
 Obligations, Net of TIF Special  
 Revenue Fund Balance: 4,410,942**

**Urban Renewal Area Data Collection**

Local Government Name: MONTICELLO (53G495)  
 Urban Renewal Area: MONTICELLO ORIGINAL URBAN RENEWAL  
 UR Area Number: 53006  
 UR Area Creation Date: 10/1992  
 UR Area Purpose: SEE ATTACHED PLAN

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MONTICELLO CITY AG/MONTICELLO SCH/ORIGINAL URBAN RENEWAL INCREM	530210	530211	0
MONTICELLO CITY/MONTICELLO SCH/ORIGINAL URBAN RENEWAL INCREM	530212	530213	0
MONTICELLO CITY AG/MONTICELLO SCH/96 ADDITION URBAN RENEWAL INCREM	530214	530215	0
MONTICELLO CITY AG/MONTICELLO SCH/01 ADDITION URBAN RENEWAL INCREMENT	530220	530221	0
MONTICELLO CITY/MONTICELLO SCH/01 ADDITION URBAN RENEWAL INCREMENT	530222	530223	8,206,417
MONTICELLO CITY/MONTICELLO SCH/07 ADDITION URBAN RENEWAL INCREMENT	530228	530229	0
MONTICELLO CITY/MONTICELLO SCH/10 ADDITION URBAN RENEWAL INCREMENT	530230	530231	0
MONTICELLO CITY/MONTICELLO SCH/96 ADDITION URBAN RENEWAL INCREM	530232	530233	0
MONTICELLO CITY/MONTICELLO SCH/11 ADDITION URBAN RENEWAL INCREMENT	530234	530235	0
MONTICELLO CITY/MONTICELLO SCH/17A ADDITION URBAN RENEWAL INCREMENT	530240	530241	0
MONTICELLO CITY/MONTICELLO SCH/17B ADDITION URBAN RENEWAL INCREMENT	530242	530243	0

**Urban Renewal Area Value by Class - 1/1/2018 for FY 2020**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,827,100	5,715,840	4,832,600	0	0	16,504,130	0	16,504,130
Taxable	0	1,039,950	5,144,256	4,349,340	0	0	13,629,989	0	13,629,989
Homestead Credits									10

**FIF Sp. Rev. Fund Cash Balance as of 07-01-2019:** 270,765 0 **Amount of 07-01-2019 Cash Balance Restricted for LMI**

FIF Revenue: 237,048  
 FIF Sp. Revenue Fund Interest: 11,918  
 Property Tax Replacement Claims: 0  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 248,966**

Rebate Expenditures: 112,566  
 Non-Rebate Expenditures: 406,342  
 Returned to County Treasurer: 0  
**Total Expenditures: 518,908**

**FIF Sp. Rev. Fund Cash Balance as of 06-30-2020:** 823 0 **Amount of 06-30-2020 Cash Balance Restricted for LMI**

## Projects For MONTICELLO ORIGINAL URBAN RENEWAL

### Public Safety Building

Description: Construct Emergency Response Center for Police and Ambulance  
Classification: Municipal and other publicly-owned or leased buildings  
Physically Complete: Yes  
Payments Complete: Yes

### Grand/Maple/Second Street Project

Description: Various street improvements on Grand, Maple & 2nd Street  
Classification: Roads, Bridges & Utilities  
Physically Complete: Yes  
Payments Complete: Yes

### Cedar Street Expansion

Description: Street improvements and widening on Cedar Street  
Classification: Roads, Bridges & Utilities  
Physically Complete: Yes  
Payments Complete: Yes

### Welter Drive

Description: Install new street in Industrial Park  
Classification: Roads, Bridges & Utilities  
Physically Complete: Yes  
Payments Complete: Yes

### Amber Road Bridge

Description: Bridge replacement  
Classification: Roads, Bridges & Utilities  
Physically Complete: Yes  
Payments Complete: Yes

### Second Street Reconstruction

Description: Total reconstruction of street, add storm sewer, replace water and sewer mains  
Classification: Roads, Bridges & Utilities  
Physically Complete: Yes  
Payments Complete: Yes

### Yogis Inc Developer Agreement ✓

Description: Payments to Yogis Inc for expansion project

Classification: Commercial - warehouses and distribution facilities  
Physically Complete: Yes  
Payments Complete: No

### **Tom Bagge Development Agreement** ✓

Description: Payments to Tom Bagge for construction of office & warehouse  
Classification: Commercial - warehouses and distribution facilities  
Physically Complete: Yes  
Payments Complete: No

### **Innovative Ag Services Development Agreement** ✓

Description: Payments to IAS for office expansion  
Classification: Agribusiness  
Physically Complete: Yes  
Payments Complete: No

### **MC Industries Development Agreement** ✓

Description: Payments to MC Industries for office and warehouse expansion  
Classification: Commercial - warehouses and distribution facilities  
Physically Complete: Yes  
Payments Complete: No

### **Robert Johnson Development Agreement** ✓

Description: Payments to Robert Johnson for Eastern Iowa Sports Facility construction  
Recreational facilities (lake development, parks, ball fields, trails)  
Classification: trails)  
Physically Complete: Yes  
Payments Complete: No

### **Althoff Properties LLC Development Agreement** ✓

Description: Payment to Althoff Properties for property redevelopment  
Classification: Commercial - office properties  
Physically Complete: Yes  
Payments Complete: No

### **Downtown Greenspace**

Description: Chally house demolish for parking lot/park  
Recreational facilities (lake development, parks, ball fields, trails)  
Classification: trails)  
Physically Complete: Yes  
Payments Complete: Yes ✓

### **Kardes Development Agreement** ✓

Description: Payments for gas station/convenience store development  
Created: Mon Nov 02 16:27:14 CST 2020

Classification: Commercial - retail  
Physically Complete: Yes  
Payments Complete: No

### **Mike Beck Development Agreement** ✓

Description: Payments to Mike Beck for Royal Flush truck wash development  
Classification: Commercial - retail  
Physically Complete: No  
Payments Complete: No

### **X44 Repairs** ✓

Description: X44 road reconstruction  
Classification: Roads, Bridges & Utilities  
Physically Complete: Yes  
Payments Complete: No

### **Downtown Park/Parking Lot**

Description: Pocket Park Development and parking lot  
Recreational facilities (lake development, parks, ball fields, trails)  
Classification: trails)  
Physically Complete: Yes  
Payments Complete: No

### **190th Sanitary Sewer Extension**

Description: extension of sewer main for commercial development  
Classification: Roads, Bridges & Utilities  
Physically Complete: Yes  
Payments Complete: No

### **Cobblestone Inn , formerly Boulders Inn& Suites** ✓

Description: Payments to Boulders for construction of hotel  
Classification: Commercial - hotels and conference centers  
Physically Complete: Yes  
Payments Complete: No

### **Orbis Manufacturing, subsidiary of Menasha Corp** ✓

Description: Payments to Orbis for warehouse construction  
Classification: Commercial - warehouses and distribution facilities  
Physically Complete: Yes  
Payments Complete: No

### **B&J Hauling & Excavating Development Agreement** ✓

Description: Payments to B&J Hauling & Excavating or successor for construction of Commercial office suites  
Classification: Commercial - office properties  
Physically Complete: Yes

Payments Complete: No

**Orbis Mfg - water main** ✓

Description: Payments to Orbis for water main extension  
Classification: Commercial - warehouses and distribution facilities  
Physically Complete: Yes  
Payments Complete: No

**N Sycamore reconstruction 1st to 7th Street** ✓

Description: Total reconstructin of street, storm sewer, lights, sidewalks, water & sewer  
Classification: Roads, Bridges & Utilities  
Physically Complete: No  
Payments Complete: No

**B&J Hauling & Excavating Development Agreement** ✓

Description: 218 W 1st Street, Suite A, Lauren Welter  
Classification: Commercial - office properties  
Physically Complete: Yes  
Payments Complete: No

**B&J Hauling & Excavating Development Agreement** ✓

Description: 218 W 1st St, Suite B, B&J Hauling & Excavating  
Classification: Commercial - office properties  
Physically Complete: Yes  
Payments Complete: No

**B&J Hauling & Excavating Development Agreement** ✓

Description: 218 W 1st St, Suite C, Njs LLC  
Classification: Commercial - office properties  
Physically Complete: Yes  
Payments Complete: No

**Mercy Care development agreement** ✓

Description: Payments to Mercy Care for new facility  
Classification: Commercial-Medical  
Physically Complete: No  
Payments Complete: No

## Debts/Obligations For MONTICELLO ORIGINAL URBAN RENEWAL

### 2009 Yogi Inc rebate & grant

Debt/Obligation Type: Rebates  
 Principal: 76,884  
 Interest: 0  
 Total: 76,884  
 Annual Appropriation?: No  
 Date Incurred: 09/19/2009  
 FY of Last Payment: 2021 ✓

### 2009 Tom Bagge rebate & grant

Debt/Obligation Type: Rebates  
 Principal: 81,758  
 Interest: 0  
 Total: 81,758  
 Annual Appropriation?: No  
 Date Incurred: 09/19/2009  
 FY of Last Payment: 2021 ✓

### 2010 Innovative Ag Service

Debt/Obligation Type: Rebates  
 Principal: 48,834  
 Interest: 0  
 Total: 48,834  
 Annual Appropriation?: Yes  
 Date Incurred: 02/15/2010  
 FY of Last Payment: 2022 ✓

### 2010 MC Industries rebate & grant

Debt/Obligation Type: Rebates  
 Principal: 337,864  
 Interest: 0  
 Total: 337,864  
 Annual Appropriation?: Yes  
 Date Incurred: 08/02/2010  
 FY of Last Payment: 2022 ✓

### 2010 Robert Johnson rebate

Debt/Obligation Type: Rebates  
 Principal: 23,073  
 Interest: 0  
 Total: 23,073  
 Annual Appropriation?: Yes  
 Date Incurred: 02/15/2010  
 FY of Last Payment: 2021 ✓



**2011 Althoff Properties rebate**

Debt/Obligation Type: Rebates  
Principal: 102,040  
Interest: 0  
Total: 102,040  
Annual Appropriation?: Yes  
Date Incurred: 04/18/2011  
FY of Last Payment: 2032 ✓

**2014 Kardes 151 rebate & grants**

Debt/Obligation Type: Rebates  
Principal: 265,494  
Interest: 0  
Total: 265,494  
Annual Appropriation?: Yes  
Date Incurred: 03/17/2014  
FY of Last Payment: 2026 ✓

**2014 GO Corporate Purpose x44**

Debt/Obligation Type: Gen. Obligation Bonds/Notes  
Principal: 130,270  
Interest: 4,388  
Total: 134,658  
Annual Appropriation?: No  
Date Incurred: 10/21/2014  
FY of Last Payment: 2021 ✓

**2015 Cobblestone Inn formerly Boulders Inn rebate & grant**

Debt/Obligation Type: Rebates  
Principal: 480,519  
Interest: 0  
Total: 480,519  
Annual Appropriation?: Yes  
Date Incurred: 10/05/2015  
FY of Last Payment: 2028 ✓

**2017 Orbis Mfg rebate-building**

Debt/Obligation Type: Rebates  
Principal: 1,207,236  
Interest: 0  
Total: 1,207,236  
Annual Appropriation?: Yes  
Date Incurred: 04/03/2017  
FY of Last Payment: 2029 ✓

**2017 B&J Hauling & Excavating rebates & grants**

Debt/Obligation Type: Rebates

Principal: 37,500  
 interest: 0  
 Total: 37,500  
 Annual Appropriation?: Yes  
 Date Incurred: 10/02/2017  
 FY of Last Payment: 2030 ✓

**2019 GO Corp Purpose Bond** *NSC*

Debt/Obligation Type: Gen. Obligation Bonds/Notes  
 Principal: 1,503,000  
 interest: 216,350  
 Total: 1,719,350  
 Annual Appropriation?: No  
 Date Incurred: 05/15/2019  
 FY of Last Payment: 2029 ✓

**2019 Orbis Mfg rebate-water main**

Debt/Obligation Type: Rebates  
 Principal: 28,639  
 interest: 0  
 Total: 28,639  
 Annual Appropriation?: Yes  
 Date Incurred: 03/04/2019  
 FY of Last Payment: 2020 ✓

**2019 Royal Flush Truck Wash Inc**

Debt/Obligation Type: Rebates  
 Principal: 401,924  
 interest: 0  
 Total: 401,924  
 Annual Appropriation?: Yes  
 Date Incurred: 06/03/2019  
 FY of Last Payment: 2031 ✓

**2019 Mercy Care**

Debt/Obligation Type: Rebates  
 Principal: 0  
 interest: 0  
 Total: 0  
 Annual Appropriation?: Yes  
 Date Incurred: 07/15/2019  
 FY of Last Payment: 2031 ✓

## Non-Rebates For MONTICELLO ORIGINAL URBAN RENEWAL

GIF Expenditure Amount:	31,308
Tied To Debt:	2014 GO Corporate Purpose
Tied To Project:	X44 Repairs ✓
GIF Expenditure Amount:	21,779
Tied To Debt:	2014 GO Corporate Purpose
Tied To Project:	Downtown Park/Parking Lot ✓
GIF Expenditure Amount:	14,973
Tied To Debt:	2014 GO Corporate Purpose
Tied To Project:	190th Sanitary Sewer Extension ✓
GIF Expenditure Amount:	20,000
Tied To Debt:	2014 Kardes 151 rebate & grants
Tied To Project:	Kardes Development Agreement
GIF Expenditure Amount:	17,947
Tied To Debt:	2015 Cobblestone Inn formerly Boulders Inn rebate & grant
Tied To Project:	Cobblestone Inn , formerly Boulders Inn& Suites
GIF Expenditure Amount:	27,392
Tied To Debt:	2019 Royal Flush Truck Wash Inc
Tied To Project:	Mike Beck Development Agreement
GIF Expenditure Amount:	50,703
Tied To Debt:	2019 Orbis Mfg rebate-water main
Tied To Project:	Orbis Mfg - water main
GIF Expenditure Amount:	222,240
Tied To Debt:	2019 GO Corp Purpose Bond
Tied To Project:	N Sycamore reconstruction 1st to 7th Street

# Rebates For MONTICELLO ORIGINAL URBAN RENEWAL

## 902 N Brich Street

IIF Expenditure Amount: 6,878  
 Rebate Paid To: MC Industries Inc  
 Tied To Debt: 2010 MC Industries rebate & grant  
 Tied To Project: MC Industries Development Agreement  
 Projected Final FY of Rebate: 2022

## 260 Welter Drive

IIF Expenditure Amount: 19,718  
 Rebate Paid To: Yogi's Inc  
 Tied To Debt: 2009 Yogi Inc rebate & grant  
 Tied To Project: Yogis Inc Developer Agreement  
 Projected Final FY of Rebate: 2021

## 255 Welter Drive

IIF Expenditure Amount: 19,492  
 Rebate Paid To: Tom Bagge  
 Tied To Debt: 2009 Tom Bagge rebate & grant  
 Tied To Project: Tom Bagge Development Agreement  
 Projected Final FY of Rebate: 2021

## 2010 S Main Street

IIF Expenditure Amount: 3,242  
 Rebate Paid To: Innovative Ag Service  
 Tied To Debt: 2010 Innovative Ag Service  
 Tied To Project: Innovative Ag Services Development Agreement  
 Projected Final FY of Rebate: 2022

## 318 West First Street

IIF Expenditure Amount: 4,070  
 Rebate Paid To: Maryville Family Partnership LP  
 Tied To Debt: 2011 Althoff Properties rebate  
 Tied To Project: Althoff Properties LLC Development Agreement  
 Projected Final FY of Rebate: 2032

## 702 John Drive

IIF Expenditure Amount: 1,934  
 Rebate Paid To: Robert Johnson

Tied To Debt: 2010 Robert Johnson rebate  
Tied To Project: Robert Johnson Development Agreement  
Projected Final FY of Rebate: 2021

**2100 South Main Street**

PIF Expenditure Amount: 28,586  
Rebate Paid To: Kardes 151  
Tied To Debt: 2014 Kardes 151 rebate & grants  
Tied To Project: Kardes Development Agreement  
Projected Final FY of Rebate: 2026

**218 Welter Drive**

PIF Expenditure Amount: 28,646  
Rebate Paid To: Cobblestone Inn & Suites  
Tied To Debt: 2015 Cobblestone Inn formerly Boulders Inn rebate & grant  
Tied To Project: Cobblestone Inn , formerly Boulders Inn& Suites  
Projected Final FY of Rebate: 2028

**206 Plastic Lane**

PIF Expenditure Amount: 0  
Rebate Paid To: Orbis Manufacturing, a subsidiary of Menasha Corp  
Tied To Debt: 2017 Orbis Mfg rebate-building  
Tied To Project: Orbis Manufacturing, subsidiary of Menasha Corp  
Projected Final FY of Rebate: 2029

**218 West First Street**

PIF Expenditure Amount: 0  
Rebate Paid To: B&J Hauling & excavating  
Tied To Debt: 2017 B&J Hauling & Excavating rebates & grants  
Tied To Project: B&J Hauling & Excavating Development Agreement  
Projected Final FY of Rebate: 2030

**TIF Taxing District Data Collection**

Local Government Name: MONTICELLO (53G495)  
 Urban Renewal Area: MONTICELLO ORIGINAL URBAN RENEWAL (53006)  
 TIF Taxing District Name: MONTICELLO CITY AG/MONTICELLO SCH/ORIGINAL URBAN RENEWAL INCREM  
 TIF Taxing District Inc. Number: 530211  
 TIF Taxing District Base Year: 1991  
 FY TIF Revenue First Received: 1995  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	10/1992

**TIF Taxing District Value by Class - 1/1/2018 for FY 2020**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	88,867	0	0	0	0

FY 2020 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: MONTICELLO (53G495)  
 Urban Renewal Area: MONTICELLO ORIGINAL URBAN RENEWAL (53006)  
 TIF Taxing District Name: MONTICELLO CITY/MONTICELLO SCH/ORIGINAL URBAN RENEWAL INCREM  
 TIF Taxing District Inc. Number: 530213  
 TIF Taxing District Base Year: 1991  
 FY TIF Revenue First Received: 1994  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	10/1992

**TIF Taxing District Value by Class - 1/1/2018 for FY 2020**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	13,268,825	0	0	0	0

FY 2020 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: MONTICELLO (53G495)  
 Urban Renewal Area: MONTICELLO ORIGINAL URBAN RENEWAL (53006)  
 TIF Taxing District Name: MONTICELLO CITY AG/MONTICELLO SCH/96 ADDITION URBAN RENEWAL  
 NCREM  
 TIF Taxing District Inc. Number: 530215  
 TIF Taxing District Base Year: 1996  
 FY TIF Revenue First Received: 1999  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	10/1996

**TIF Taxing District Value by Class - 1/1/2018 for FY 2020**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	7,022	0	0	0	0

FY 2020 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: MONTICELLO (53G495)  
 Urban Renewal Area: MONTICELLO ORIGINAL URBAN RENEWAL (53006)  
 TIF Taxing District Name: MONTICELLO CITY AG/MONTICELLO SCH/01 ADDITION URBAN RENEWAL  
 INCREMENT  
 TIF Taxing District Inc. Number: 530221  
 TIF Taxing District Base Year: 2000  
 FY TIF Revenue First Received: 2003  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	12/1999
Economic Development	12/1999

**TIF Taxing District Value by Class - 1/1/2018 for FY 2020**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	571,265	0	0	0	0

FY 2020 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: MONTICELLO (53G495)  
 Urban Renewal Area: MONTICELLO ORIGINAL URBAN RENEWAL (53006)  
 TIF Taxing District Name: MONTICELLO CITY/MONTICELLO SCH/01 ADDITION URBAN RENEWAL INCREMENT  
 TIF Taxing District Inc. Number: 530223  
 TIF Taxing District Base Year: 2000  
 FY TIF Revenue First Received: 2003  
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	12/1999
Economic Development	12/1999

**TIF Taxing District Value by Class - 1/1/2018 for FY 2020**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,827,100	5,715,840	4,832,600	0	0	16,504,130	0	16,504,130
Taxable	0	1,039,950	5,144,256	4,349,340	0	0	13,629,989	0	13,629,989
Homestead Credits									10

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	4,116,737	12,387,393	8,206,417	4,180,976	116,965

FY 2020 TIF Revenue Received: 237,048

**TIF Taxing District Data Collection**

Local Government Name: MONTICELLO (53G495)  
 Urban Renewal Area: MONTICELLO ORIGINAL URBAN RENEWAL (53006)  
 TIF Taxing District Name: MONTICELLO CITY/MONTICELLO SCH/07 ADDITION URBAN RENEWAL INCREMENT  
 TIF Taxing District Inc. Number: 530229  
 TIF Taxing District Base Year: 2006  
 FY TIF Revenue First Received: 2009  
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	12/1999
Economic Development	12/1999

**TIF Taxing District Value by Class - 1/1/2018 for FY 2020**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	1,388,850	0	0	0	0

FY 2020 TIF Revenue Received: 0



**TIF Taxing District Data Collection**

Local Government Name: MONTICELLO (53G495)  
 Urban Renewal Area: MONTICELLO ORIGINAL URBAN RENEWAL (53006)  
 TIF Taxing District Name: MONTICELLO CITY/MONTICELLO SCH/10 ADDITION URBAN RENEWAL INCREMENT  
 TIF Taxing District Inc. Number: 530231  
 TIF Taxing District Base Year: 2009  
 FY TIF Revenue First Received: 2014  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	12/1999
Economic Development	12/1999

**TIF Taxing District Value by Class - 1/1/2018 for FY 2020**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	562,375	0	0	0	0

FY 2020 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: MONTICELLO (53G495)  
 Urban Renewal Area: MONTICELLO ORIGINAL URBAN RENEWAL (53006)  
 TIF Taxing District Name: MONTICELLO CITY/MONTICELLO SCH/96 ADDITION URBAN RENEWAL INCREMENT  
 TIF Taxing District Inc. Number: 530233  
 TIF Taxing District Base Year: 1996  
 FY TIF Revenue First Received: 1997  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

**TIF Taxing District Value by Class - 1/1/2018 for FY 2020**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	1,088	0	0	0	0

FY 2020 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: MONTICELLO (53G495)  
 Urban Renewal Area: MONTICELLO ORIGINAL URBAN RENEWAL (53006)  
 TIF Taxing District Name: MONTICELLO CITY/MONTICELLO SCH/11 ADDITION URBAN RENEWAL INCREMENT  
 TIF Taxing District Inc. Number: 530235  
 TIF Taxing District Base Year: 2010  
 FY TIF Revenue First Received: 2014  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2011

**TIF Taxing District Value by Class - 1/1/2018 for FY 2020**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	1,608,860	0	0	0	0

FY 2020 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: MONTICELLO (53G495)  
 Urban Renewal Area: MONTICELLO ORIGINAL URBAN RENEWAL (53006)  
 TIF Taxing District Name: MONTICELLO CITY/MONTICELLO SCH/17A ADDITION URBAN RENEWAL INCREMENT  
 TIF Taxing District Inc. Number: 530241  
 TIF Taxing District Base Year: 2016  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

**TIF Taxing District Value by Class - 1/1/2018 for FY 2020**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	1,003,250	0	0	0	0

FY 2020 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: MONTICELLO (53G495)  
 Urban Renewal Area: MONTICELLO ORIGINAL URBAN RENEWAL (53006)  
 TIF Taxing District Name: MONTICELLO CITY/MONTICELLO SCH/17B ADDITION URBAN RENEWAL INCREMENT  
 TIF Taxing District Inc. Number: 530243  
 TIF Taxing District Base Year: 2016  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

**TIF Taxing District Value by Class - 1/1/2018 for FY 2020**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	99,810	0	0	0	0

FY 2020 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

Local Government Name: MONTICELLO (53G495)  
 Urban Renewal Area: MONTICELLO BRECKENRIDGE URBAN RENEWAL  
 UR Area Number: 53009

UR Area Creation Date: 02/2000

UR Area Purpose: To provide opportunities, incentives and sites for new residential development within the district and to provide housing assistance to LMI families

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
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**Urban Renewal Area Value by Class - 1/1/2018 for FY 2020**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

<b>IIF Sp. Rev. Fund Cash Balance as of 07-01-2019:</b>	<b>14,826</b>	<b>14,826</b>	<b>Amount of 07-01-2019 Cash Balance Restricted for LMI</b>
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IIF Revenue:	0
IIF Sp. Revenue Fund Interest:	274
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>274</b>

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>0</b>

<b>IIF Sp. Rev. Fund Cash Balance as of 06-30-2020:</b>	<b>15,100</b>	<b>15,100</b>	<b>Amount of 06-30-2020 Cash Balance Restricted for LMI</b>
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This balance in this TIF area is for LMI related projects.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2020

0

City Council Meeting  
Prep. Date: 11/10/20  
Preparer: Doug Herman



Agenda Item: # 13-24  
Agenda Date: 11/16/20

*Communication Page*

**Agenda Items Description:** Resolution appropriating funds necessary to meet City's obligation to various developers pursuant to previously approved Development Agreements.

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

**Attachments & Enclosures:**

Resolutions

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Synopsis:** Approval of annual appropriations for various developer agreements that call for annual appropriation.

**Background Information:** The City Council, in most cases, provides that all incentives set out in developer agreements are subject to annual appropriation by the City Council. The agreements include language that guides the Council with regard to the approval on annual appropriations, making clear that it is the intent of the City Council to annually appropriate those sums necessary for the City Council to meet its obligations under the agreements.

The following agreements require annual appropriations and, therefore, all require approval at this time.

13. **IAS:** Corrects last year's estimated appropriation, reducing it to "actual" rebate. Down from estimate of \$3,242 to actual of \$3,202 and appropriating \$3,202, the estimated amount for FY '22. (This will be the final rebate payment)
14. **Royal Flush Truck Wash, Inc.** Approves payment of third grant payment in the amount of \$20,000 and 1<sup>st</sup> year of rebate payments in the estimated amount of \$35,914 for FY '22. (The final Rebate Payment will be made in FY '30)
15. **Althoff Properties:** Corrects last year's estimated appropriation, reducing it to "actual" rebate. Down from estimate of \$4,070 to actual of \$3,854 and appropriating \$1,927, the estimated amount for FY '22. (The estimated FY '22 payment will be the Final Rebate Payment.)

16. **Cobblestone (formerly Boulders):** Corrects last year's estimated appropriation, reducing it to "actual" rebate. Down from estimate of \$47,054 to actual of \$36,661.84 and appropriating \$45,254, the estimated amount for FY '22. **(The final Property Tax Rebate Payment will be made in FY '28 and the final Rebate tied to Hotel/Motel Tax collection will be made in FY '29)**
17. **Kardes:** Corrects last year's estimated appropriation, reducing it to "actual" rebate. Down from estimate of \$26,800 to actual of \$26,566 and appropriating \$24,796, the estimated amount for FY '22. **(The final Rebate Payment will be made in FY '26)**
18. **MC Industries:** Corrects last year's estimated appropriation, reducing it to "actual" rebate. Down from estimate of \$5,896 to actual of \$5,816 and appropriating \$5,816, the estimated amount for FY '22. **(This will be the final rebate payment)**
19. **Lauren Welter:** Corrects last year's estimated appropriation, reducing it to "actual" rebate. Down from estimate of \$1,786 to actual of \$1,284 and appropriating \$1,174, the estimated amount for FY '22. (218 West First Street, Suite C) **(The final Rebate Payment will be made in FY '30)**
20. **Paige Jacobs, LLC:** Corrects last year's estimated appropriation, reducing it to "actual" rebate. Down from estimate of \$1,908 to actual of \$1,332 and appropriating \$1,252, the estimated amount for FY '22. (218 West First Street, Suite B) **(The final Rebate Payment will be made in FY '30)**
21. **Njs LLC:** Corrects last year's estimated appropriation, reducing it to "actual" rebate. Down from estimate of \$1,786 to actual of \$1,284 and appropriating \$1,174, the estimated amount for FY '22. (218 West First Street, Suite C) **(The final Rebate Payment will be made in FY '30)**
22. **Orbis Mfg.:** Corrects last year's estimated appropriation, reducing it to "actual" rebate. Down from estimate of \$71,120 to actual of \$70,294 and appropriating \$63,264, the estimated amount for FY '22. **(The final Rebate Payment will be made in FY '30)**
23. **MercyCare:** This will be the second appropriation to MercyCare in the amount of \$20,000. The first two payments being "grants" in the amount of \$20,000 per acre **(The remaining payments will be rebate payments with the final Rebate Payment to be made in FY '31)**
24. **Bud Johnson:** Corrects last year's estimated appropriation, reducing it to "actual" rebate. Down from estimate of \$1,934 to actual of \$1,928. **(This correction is the final action on the Bud Johnson Agreement.)**

**Recommendation:** I recommend that the Council approve the proposed Resolutions. (Each Resolution requires separate approval.)

# The City of Monticello, Iowa

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

## RESOLUTION #19-160

### **Resolution Appropriating funds necessary to meet the City's Obligation to Innovative Ag. Services under the Development Agreement dated February 15, 2010.**

**WHEREAS,** The Council approved a Development Agreement with Innovative Ag. Services (IAS) by Resolution #10-18 dated February 15, 2010 that provided tax rebate incentives tied to the construction of a new IAS office building on their property, and

**WHEREAS,** IAS has constructed the new office building as contemplated, and, therefore, the Council finds it appropriate to meet the City's obligation and or agreement to annually appropriate sums from the incremental taxation collected on the new value created by the improvement to meet the tax rebate percentage set out within the Development Agreement, and

**WHEREAS,** The City, by way of Resolution #19-160, appropriated \$3,242 to meet the City's obligations under the ninth year tax rebate provisions, for FY '21, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

**WHEREAS,** After final assessments and payment of taxes, the ninth year rebate was calculated to be \$3,202, resulting in the City's appropriation being long in the amount of \$40, this Resolution correcting the estimate to match the actual rebate, decreasing the appropriation from \$3,342 to \$3,202.

**WHEREAS,** The Council finds that funds should be appropriated for FY '22 in the amount necessary to rebate sums consistent with the Development Agreement, for the tenth and final year of said rebates, calculated at the rate of 60% of the incremental property taxes less protected levies eligible to be rebated in the estimated total amount of \$3,202, said estimate being based upon the FY '20 valuation and



consolidated tax rates, the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the Developer.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the tenth and final year, FY '22, of rebate payments to Innovative Ag. Services (IAS) in the estimated amount of \$3,202 and hereby acknowledge the correction of the FY '21 total rebate by reducing the previously estimated sum of \$3,242 to the actual amount of \$3,202.

**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 16<sup>th</sup> day of November, 2020.

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Brian Wolken, Mayor

Attest:

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Sally Hinrichsen, Monticello City Clerk

# The City of Monticello, Iowa

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

## RESOLUTION #

**Resolution Appropriating funds necessary to meet the City's  
Obligation to Mike Beck and Ken McDermott, known as Royal  
Flush Truck Wash, Inc per Development Agreement, dated  
March 17, 2014, and as amended, dated June 3, 2019**

**WHEREAS,** The Council approved a Development Agreement with Mike Beck and Ken McDermott, known as Royal Flush Truck Wash, Inc Resolution #17-35 dated March 17, 2014, and amended by Resolution #19-77, dated June 3, 2019.

**WHEREAS,** The agreement provided for seven (7) Grant payments of \$20,000 each, in addition to property tax rebates on the improvements over a period of ten (10) years, at percentages set forth in the agreement, and

**WHEREAS,** The City, by way of Resolution #19-161, appropriated \$40,000 to meet the City's obligations for first and second grant payment, and

**WHEREAS,** The Council finds that funds should be appropriated for FY '22 in the amount necessary to rebate sums and to meet grant obligations consistent with the Development Agreement in the following estimated amounts:

1. \$20,000 to meet the City's third year grant payment, and
2. \$35,914 to be rebated according to the terms of the Development Agreement for the first year property tax rebate, calculated at the rate of 100% of those taxes determined eligible for rebate in FY '22, said estimate being based upon the FY '20 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the third year grant payment and first year of rebate payments for FY '22 to Royal Flush Truck Wash Inc. in the estimated amount of \$55,914.

**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 16<sup>th</sup> day of November, 2020

---

Brian Wolken, Mayor

Attest:

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Sally Hinrichsen, Monticello City Clerk

# The City of Monticello, Iowa

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

## RESOLUTION #

### **Resolution Appropriating funds necessary to meet the City's Obligation to Althoff Properties, LLC per Development Agreement dated April 18, 2011**

**WHEREAS,** The Council approved a Development Agreement with Althoff Properties, LLC, also known as Maryville Partnership, by Resolution #11-56 dated April 18, 2011, and

**WHEREAS,** The agreement provided for property tax rebates over a period of twenty (20) years at percentages and under conditions as set forth in the agreement, and

**WHEREAS,** The agreement provided that the City would rebate to Althoff 70% of property taxes to be paid by Althoff during the ninth year the property was subject to taxation and paid to the City, and the Council by Resolution #19-162 appropriated \$4,070 to satisfy said obligation, based upon estimated valuations, and

**WHEREAS,** After final assessments and payment of taxes, the ninth year rebate came in at \$3,854, resulting in the City's appropriation being long in the amount of \$216, and it is necessary to correct the past Resolution decreasing the appropriation from \$4,070 to \$3,854, and

**WHEREAS,** Based upon information obtained from the Jones County Auditor it is estimated that the City's tax rebate obligations under the Development Agreement for the tenth year, FY 2022, will total approximately \$3,854 same being equal to 70% of the property taxes paid by Althoff during FY 2022 and paid to the City, the exact amount of said rebate to be determined after the final assessment on the property has been approved and taxes paid.

**WHEREAS,** The Developer agreed to provide space in the facility for the purpose of a "Senior Center" as a condition of the agreement and whereas the Developer requested the Senior Center evacuate the premises

on or about July 1, 2020. Therefore, entitled to tax accrued through June 30, 2020 and payable September 2022, and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the first half of the tenth year, FY '22, of rebate payments to Althoff in the estimated amount of \$1,927 and hereby acknowledges the correction of the FY '21 total rebate by decreasing the previously estimated sum of \$4,070 to the actual amount of \$3,854.

**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 16<sup>th</sup> day of November, 2020.

---

Brian Wolken, Mayor

Attest:

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Sally Hinrichsen, Monticello City Clerk

# The City of Monticello, Iowa

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

## RESOLUTION #

### **Resolution Appropriating funds necessary to meet the City's Obligation to Cobblestone Inn & Suites (formerly known as Boulders Inn Monticello) under the Development Agreement dated October 5, 2015; as amended November 20, 2017.**

**WHEREAS,** The Council approved a Development Agreement with Cobblestone Inn & Suites (formerly known as Boulders Inn Monticello) by Resolution #15-86 dated October 5, 2015, and amended agreement by Resolution #17-137 dated November 20, 2017, and

**WHEREAS,** The agreement provided for two Grant payments of \$18,400 each related to the land purchase, with both having previously been paid, the first in May, 2016 and the second in May, 2017, and

**WHEREAS,** The agreement also provided for grant payments related to Hotel/ Motel Tax Receipts, payable over eleven (11) years, at percentages set forth in the agreement; as amended, modified the rebate schedule from an annual payment schedule to a bi-annual payment schedule. The schedule will be slightly modified to match the bi-annual rebate periods with the Hotel/Motel Tax reporting periods by Cobblestone and allow Cobblestone to submit their Hotel/Motel tax report to the City, which will create one seven (7) month rebate, from 6/1/2017 through 12/31/2017, after which all rebates will be based upon six (6) month schedules (1/1 through 6/30 and 7/1 through 12/31) but for the last rebate period which will end on May 31, 2026, and

**WHEREAS,** In addition, the agreement provided for property tax rebates on the improvements over a period of ten (10) years at percentages set forth in the agreement, and

**WHEREAS,** Based upon estimated completion dates of the Hotel, same being the subject of the Development Agreement, tax rebates were not to begin until FY' 19, as the first tax rebate is to be made after the property has been fully valued and assessed. The occupancy permit was issued on May 16, 2016 and the first year of grant payments related to Hotel/Motel Tax receipts, payable over eleven (11) years at percentages set forth in the agreement, as amended, began in FY '17, and

**WHEREAS,** The City, by way of Resolution #19-163, appropriated \$47,054 to meet the City's obligations related to the fourth year grant payment of Hotel/Motel Taxes in FY '20 and third year tax rebate payments in FY '21 based upon the FY '19 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer, and

**WHEREAS,** After final assessments and payment of Hotel/Motel tax receipts, the fourth year grant payments, which was paid in FY '20, related to Hotel/Motel Tax receipts came in at \$9,829.84, and the third year property tax rebate, came in at \$26,832, with a total appropriation of \$36,661.84 for FY '21, resulting in the City's overall being long in the amount of \$10,392.16. This Resolution correcting the estimate to match the actual grant and rebate, decreasing the appropriation from \$47,054 to \$36,661.84, which includes the fourth year grant payment and third year property tax rebate, and

**WHEREAS,** The Council finds that funds should be appropriated for FY '22 in the amount necessary to rebate sums and to meet grant obligations consistent with the Development Agreement in the following estimated amounts:

1. \$20,000 to meet the City's fifth year grant obligations to related to the collection and payment of Hotel/Motel Taxes by Cobblestone Inn from January 1, 2020 to December 31, 2020, with the exact amount of the Hotel/Motel Tax rebate to be determined after the receipt of proof of the collection and payment of said taxes by Cobblestone Inn to the State of Iowa. These grant payments will be paid by the City in FY '21 to Cobblestone, and
2. \$25,254 to meet the City's fourth year rebate obligation according to the terms of the Development Agreement for the property tax rebate, calculated at the rate of 80% of those taxes determined eligible for rebate in FY '22, said estimate being based upon the FY '20 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the fifth year, FY '21, of Hotel/Motel Tax grant and fourth year of rebate payments for FY '22 to Cobblestone Inn & Suites in the estimated amount of \$45,254, and hereby acknowledges the correction of the FY '20 total Hotel/Motel Tax grant and FY '21 rebate by reducing the previously estimated sum of \$47,054 to the actual amount of \$36,661.84.

**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 16<sup>th</sup> day of November, 2020.

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Brian Wolken, Mayor

Attest: \_\_\_\_\_  
Sally Hinrichsen, Monticello City Clerk

# The City of Monticello, Iowa

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

## RESOLUTION #

### **Resolution Appropriating funds necessary to meet the City's Obligation to Kardes Inc. per Development Agreement dated March 17, 2014**

**WHEREAS,** The Council approved a Development Agreement with Kardes Inc by Resolution #14-31 dated March 17, 2014, and

**WHEREAS,** The agreement provided for six Grant payments of \$20,000 each, in addition to property tax rebates on the improvements over a period of ten (10) years, at percentages set forth in the agreement, and

**WHEREAS,** The City, by way of Resolution #19-165, appropriated \$26,800 to meet the City's obligations for fifth year tax rebate payments in FY '21 based upon estimated valuations, and

**WHEREAS,** After final assessments and payment of taxes, the fifth year rebate came in at \$26,566, resulting in the City's appropriation being long in the amount of \$234, this Resolution correcting the estimate to match the actual rebate, decreasing the appropriation from \$26,800 to \$26,566, and

**WHEREAS,** The Council finds that funds should be appropriated for FY '22 in the amount necessary to rebate sums consistent with the Development Agreement, including the sixth year rebates calculated at the rate of 70% of those taxes determined eligible to be rebated according to the terms of the Development Agreement, in the estimated total amount of \$24,796, said estimate being based upon the FY '20 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer.



**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the sixth year of rebate payments for FY '22 to Kardes Inc. in the estimated amount of \$24,796 and hereby acknowledges the correction of the FY '21 total rebate by decreasing the previously estimated sum of \$26,800 to the actual payment of \$26,566.

**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 16<sup>th</sup> day of November, 2020.

---

Brian Wolken, Mayor

Attest:

---

Sally Hinrichsen, Monticello City Clerk

# The City of Monticello, Iowa

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

## RESOLUTION #

### **Resolution Appropriating funds necessary to meet the City's Obligation to MC Industries under the Development Agreement dated August 2, 2010.**

**WHEREAS,** The Council approved a Development Agreement with MC Industries by Resolution #10-96 dated August 2, 2010, and

**WHEREAS,** The agreement provided for five Grant payments in the amount of \$20,000 each and property tax rebates over a period of ten (10) years at percentages and under conditions as set forth in the agreement, and

**WHEREAS,** The City, by way of Resolution #19-166, appropriated \$5,896 to meet the City's obligations under the ninth year tax rebate provisions, FY '21, of the agreement based upon estimated valuations, and

**WHEREAS,** After final assessments and payment of taxes, the ninth year rebate came in at \$5,816 resulting in the City's appropriation being long in the amount of \$80, this Resolution correcting the estimate to match the actual rebate, decreasing the appropriation from \$5,896 to \$5,816, and

**WHEREAS,** The Council finds that funds should be appropriated for FY '22 in the amount necessary to rebate sums consistent with the Development Agreement, for the tenth and final year of said rebates, calculated at the rate of 60% of those taxes determined eligible to be rebated according to the terms of the Development Agreement, in the estimated total amount of \$5,816, said estimate being based upon the FY '20 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the tenth and final year, FY '22, of rebate

payments to MC Industries in the estimated amount of \$5,816 and hereby acknowledges the correction of the FY '21 total rebate by decreasing the estimated sum of \$5,896 to the actual amount of \$5,816.

**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 16<sup>th</sup> day of November, 2020.

---

Brian Wolken, Mayor

Attest:

---

Sally Hinrichsen, Monticello City Clerk

# The City of Monticello, Iowa

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

## RESOLUTION #

### **Resolution Appropriating funds necessary to meet the City's Obligation to Lauren Welter, successor owner of 218 West First Street, Suite A per Development Agreement dated October 2, 2017**

**WHEREAS,** The Council approved a Development Agreement with B & J Hauling and Excavation by Resolution #17-111 dated October 2, 2017, and

**WHEREAS,** The agreement provided for two (2) Grant payments totaling of \$20,000 to the developer to demolish the building; in addition to property tax rebates on the improvements totaling \$37,500 over a period of ten (10) years, at percentages set forth in the agreement, and

**WHEREAS,** The City has appropriated the grant payments totaling \$20,000 to the developer pursuant to the terms of the Development Agreement, and

**WHEREAS,** The City has agreed to appropriate property tax rebates in an aggregated total of \$37,500, pursuant to the terms of the Development Agreement to the developer and/or successor owners of the three storefronts, and

**WHEREAS,** The City, by way of Resolution #19-167, appropriated \$1,786 to meet the City's obligations under the first year tax rebate provisions, for FY '21, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

**WHEREAS,** After final assessments and payment of taxes, the first year rebate was calculated to be \$1,248, resulting in the City's appropriation being long in the amount of \$538, this Resolution correcting the estimate to match the actual rebate, decreasing the appropriation from \$1,786 to \$1,248.

**WHEREAS,** The Council finds that funds should be appropriated for FY '22 in the amount necessary to rebate sums consistent with the Development Agreement, for the second year of said rebates, calculated at the rate of 80% of the incremental property taxes less protected levies eligible to be rebated in the estimated total amount of \$1,174. said estimate being based upon the FY '20 valuation and consolidated tax rates, the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the Developer.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the second year, FY '22, of rebate payments to as set forth in the Development Agreement for 218 West First Street, Suite A owned by Lauren Welter, successor owner of the storefront, in the estimated amount of \$1,174 and hereby acknowledge the correction of the FY '21 total rebate by reducing the previously estimated sum of \$1,786 to the actual amount of \$1,248.

**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 16<sup>th</sup> day of November, 2020.

---

Brian Wolken, Mayor

Attest:

---

Sally Hinrichsen, Monticello City Clerk

# The City of Monticello, Iowa

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

## RESOLUTION #

### **Resolution Appropriating funds necessary to meet the City's Obligation to Paige Jacobs, LLC, successor owner of 218 West First Street, Suite B per Development Agreement dated October 2, 2017**

**WHEREAS,** The Council approved a Development Agreement with B & J Hauling and Excavation by Resolution #17-111 dated October 2, 2017, and

**WHEREAS,** The agreement provided for two (2) Grant payments totaling of \$20,000 to the developer to demolish the building; in addition to property tax rebates on the improvements totaling \$37,500 over a period of ten (10) years, at percentages set forth in the agreement, and

**WHEREAS,** The City has appropriated the grant payments totaling \$20,000 to the developer pursuant to the terms of the Development Agreement, and

**WHEREAS,** The City has agreed to appropriate property tax rebates in an aggregated total of \$37,500, pursuant to the terms of the Development Agreement to the developer and/or successor owners of the three storefronts, and

**WHEREAS,** The City, by way of Resolution #19-168, appropriated \$1,908 to meet the City's obligations under the first year tax rebate provisions, for FY '21, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

**WHEREAS,** After final assessments and payment of taxes, the first year rebate was calculated to be \$1,908, resulting in the City's appropriation being long in the amount of \$576, this Resolution correcting the estimate to match the actual rebate, decreasing the appropriation from \$1,908 to \$1,332.

**WHEREAS,** The Council finds that funds should be appropriated for FY '22 in the amount necessary to rebate sums consistent with the Development Agreement, for the second year of said rebates, calculated at the rate of 80% of the incremental property taxes less protected levies eligible to be rebated in the estimated total amount of \$1,252. said estimate being based upon the FY '20 valuation and consolidated tax rates, the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the Developer.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the second year, FY '22, of rebate payments to as set forth in the Development Agreement for 218 West First Street, Suite B owned by Paige Jacobs LLC, successor owner of the storefront, in the estimated amount of \$1,252 and hereby acknowledge the correction of the FY '21 total rebate by reducing the previously estimated sum of \$1,908 to the actual amount of \$1,332.

**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 16<sup>th</sup> day of November, 2020.

---

Brian Wolken, Mayor

Attest:

---

Sally Hinrichsen, Monticello City Clerk

# The City of Monticello, Iowa

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

## RESOLUTION #

### **Resolution Appropriating funds necessary to meet the City's Obligation to Njs LLC, successor owner of 218 West First Street, Suite C per Development Agreement dated October 2, 2017**

**WHEREAS,** The Council approved a Development Agreement with B & J Hauling and Excavation by Resolution #17-111 dated October 2, 2017, and

**WHEREAS,** The agreement provided for two (2) Grant payments totaling of \$20,000 to the developer to demolish the building; in addition to property tax rebates on the improvements totaling \$37,500 over a period of ten (10) years, at percentages set forth in the agreement, and

**WHEREAS,** The City has appropriated the grant payments totaling \$20,000 to the developer pursuant to the terms of the Development Agreement, and

**WHEREAS,** The City has agreed to appropriate property tax rebates in an aggregated total of \$37,500, pursuant to the terms of the Development Agreement to the developer and/or successor owners of the three storefronts, and

**WHEREAS,** The City, by way of Resolution #19-169, appropriated \$1,786 to meet the City's obligations under the first year tax rebate provisions, for FY '21, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

**WHEREAS,** After final assessments and payment of taxes, the first year rebate was calculated to be \$1,248, resulting in the City's appropriation being long in the amount of \$538, this Resolution correcting the estimate to match the actual rebate, decreasing the appropriation from \$1,786 to \$1,248.



**WHEREAS,** The Council finds that funds should be appropriated for FY '22 in the amount necessary to rebate sums consistent with the Development Agreement, for the second year of said rebates, calculated at the rate of 80% of the incremental property taxes less protected levies eligible to be rebated in the estimated total amount of \$1,174. said estimate being based upon the FY '20 valuation and consolidated tax rates, the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the Developer.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the second year, FY '22, of rebate payments to as set forth in the Development Agreement for 218 West First Street, Suite C owned by Njs LLC, successor owner of the storefront, in the estimated amount of \$1,174 and hereby acknowledge the correction of the FY '21 total rebate by reducing the previously estimated sum of \$1,786 to the actual amount of \$1,248.

**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 16<sup>th</sup> day of November, 2020.

---

Brian Wolken, Mayor

Attest:

---

Sally Hinrichsen, Monticello City Clerk

# The City of Monticello, Iowa

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

## RESOLUTION #

### **Resolution Appropriating funds necessary to meet the City's Obligation to Orbis Manufacturing, a subsidiary of Menasha Corporation per Development Agreement dated April 3, 2017, as amended by Resolution #19-27, dated April 15, 2019**

**WHEREAS,** The Council approved a Development Agreement with Orbis Manufacturing, a subsidiary of Menasha Corporation by Resolution #17-35 dated April 3, 2017, and amended agreement by Resolution #19-27 dated April 15, 2019, and

**WHEREAS,** The agreement provides for property tax rebates on the improvements over a period of ten (10) years at percentages set forth in the agreement, and was amended to include four (4) additional Grant payments over a period of four (4) years for water main installation, and

**WHEREAS,** The City has by Resolution #19-90, appropriated one grant payment to Boomerang, on behalf of Orbis in the amount of \$50,703.16, related to the installation of a water main, as was approved by Resolution #19-90 in lieu of the four (4) additional Grant payments totaling \$79,342.00 over a period of four (4) years for water main installation, which is a savings of \$28,638.84 as approved by Resolution #19-27 dated April 15, 2019, and

**WHEREAS,** The City, by way of Resolution #19-170, appropriated \$71,120 to meet the City's obligations under the first year tax rebate provisions, for FY '21, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

**WHEREAS,** After final assessments and payment of taxes, the first year rebate came in at \$70,294 resulting in the City's appropriation being long in the amount of \$826, this Resolution correcting the estimate to match the actual rebate, decreasing the appropriation from \$71,120 to \$70,294, and

**WHEREAS,** The Council finds that funds should be appropriated for FY '22 in the amount necessary to rebate second year estimated taxes amount of \$63,264 as set forth in the Development Agreement, calculated at the rate of 90% of those taxes determined eligible to be rebated according to the terms of the Development Agreement, said estimate being based upon the FY '20 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments by the developer.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the second year, FY '22, of rebate payments to Orbis in the estimated amount of \$63,264 and hereby acknowledges the correction of the FY '21 total rebate by decreasing the estimated sum of \$71,120 to the actual amount of \$70,294.

**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 16<sup>th</sup> day of November, 2020.

---

Brian Wolken, Mayor

Attest:

---

Sally Hinrichsen, Monticello City Clerk

# The City of Monticello, Iowa

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

## RESOLUTION #

### **Resolution Appropriating funds necessary to meet the City's Obligation to Mercy Care Management, Inc per Development Agreement, dated July 7, 2019**

**WHEREAS,** The Council approved a Development Agreement with Mercy Care Management, Inc with Resolution #19-100 dated July 15, 2019.

**WHEREAS,** The agreement provided for two (2) Grant payments of \$20,000 each, in addition to property tax rebates on the improvements over a period of ten (10) years, at percentages set forth in the agreement, and

**WHEREAS,** The City by way of Resolution #19-171, appropriated \$20,000 to meet the City's obligations for first grant payment, and

**WHEREAS,** The City finds that funds should be appropriated in the amount necessary to make the second and final grant payments for FY '22 due to Mercy Care Management, Inc., in the amount of \$20,000, and

**WHEREAS,** Based upon the completion date, same being the subject of the Development Agreement, that tax rebates will begin in FY '23, as the first tax rebate is to be made after the property has been fully valued and assessed, and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the second and final grant payment that will be due under the Development Agreement in the amount of \$20, 000.

**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 16<sup>th</sup> day of November, 2020.

---

Brian Wolken, Mayor

Attest:

---

Sally Hinrichsen, Monticello City Clerk

# The City of Monticello, Iowa

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

## RESOLUTION #

### **Resolution Appropriating funds necessary to meet the City's Obligation to Robert "Bud" Johnson under the Development Agreement dated February 15, 2010**

**WHEREAS,** The Council approved a Development Agreement with Robert "Bud" Johnson that provided tax rebate incentives tied to the development of the Eastern Iowa Sports Facility, by Resolution #10-19 dated February 15, 2010, and

**WHEREAS,** Robert "Bud" Johnson has constructed the Eastern Iowa Sports Facility as contemplated, and, therefore, the Council finds it appropriate to meet the City's obligation and or agreement to annually appropriate sums from the incremental taxation to be collected from new value created by the improvement to meet the tax rebate percentage set out within the Development Agreement, and

**WHEREAS,** The City, by way of Resolution #19-164, appropriated \$1,934 to meet the City's obligations under the tenth and final year tax rebate provisions, for FY '20, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

**WHEREAS,** After final assessments and payment of taxes, the tenth and final year rebate was calculated to be \$1,928, resulting in the City's appropriation being long in the amount of \$6, this Resolution correcting the estimate to match the actual rebate, decreasing the appropriation from \$1934 to \$ 1,928, and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Monticello does hereby formally acknowledge the correction of the FY '20 total rebate by reducing the previously estimated sum of \$1,934 to the actual amount of \$1,928 of rebate payments to Robert "Bud" Johnson.

**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 16<sup>th</sup> day of November, 2020.

---

Brian Wolken, Mayor

Attest:

---

Sally Hinrichsen, Monticello City Clerk

City Council Meeting  
Prep. Date: 11/12/20  
Preparer: Doug Herman



Agenda Item: # 25  
Agenda Date: 11/16/20

*Communication Page*

**Agenda Items Description:** Resolution to approve TIF certification for FY 2022.

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

**Attachments & Enclosures:**

Proposed Resolution

**Fiscal Impact:**

Budget Line Item:  
Budget Summary:  
Expenditure:  
Revenue:

**Synopsis:** Sally files TIF Certification annually with County Auditor. Council should discuss and give direction on amount of TIF to certify.

**Background Information:** For a number of years the maximum amount of increment was collected by the County on our behalf and deposited into our TIF fund. The City may collect the maximum every year so long as the total City collections do not exceed the total City obligations. We have only certified the TIF necessary to meet our obligations over the last number of years, usually certifying approximately \$700,000 to \$750,000.

When TIF is de-certified one year, it can be certified the next, etc., it is an annual decision.

When TIF is "certified" the dollars go into our TIF fund, not our general fund. This is good for the TIF fund, as those funds can be used for eligible TIF projects, however, if we continually deposit all TIF, or "increment", into the TIF fund the General Fund deposits will not grow, and it will be difficult to meet inflationary increases without looking at deductions to staff or services. For example, if a house in a TIF district was worth \$100,000 when it went into the TIF district and is now worth \$250,000, the taxes on the original \$100,000 will get divided amongst all the taxing entities normally, with the City, County, School, Kirkwood, etc. getting their piece. The taxes on the new value or "Increment" of \$150,000 will, IF CERTIFIED, go to the City TIF fund. The taxes on the new value or "Increment" will, IF DE-CERTIFIED, be divided just like the pre-TIF value of \$100,000, amongst all the various taxing entities, which includes the City of Monticello General Fund.

TIF increment does not affect certain protected levies, such as the City and School Debt Service levies and the school PPEL (Physical Plant and Equipment Levy). These levies are



applied and collected against all assessed value and will not change whether we certify or de-certify a portion of the "Increment". The Certification / De-Certification decision only has a direct impact on our general fund.

In the last six years the Council has certified \$600,000 (FY '21) \$210,385 (FY '20) \$750,000 (FY '19) and \$700,000 (FY '16, '17, and '18). This year's certification is proposed to be \$690,000. Total increment available for collection is in the neighborhood of \$2 million.

The proposed certification includes approximately \$40,000 for future/potential TIF agreements that may or may not arise in the coming year.

**Staff Recommendation:** Sally and I recommend that the Council approve a TIF certification of \$690,000 for FY 2022.

# The City of Monticello, Iowa

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

RESOLUTION #

## Approving FY 2022 TIF Certification

**WHEREAS,** The City of Monticello is required to prepare and file a TIF certification with the County Auditor on an annual basis, and

**WHEREAS,** The purpose of the TIF certification is to identify the sums that need to be collected for deposit into the City TIF fund so that the TIF fund can meet its' debt obligations, with the caveat that the funds collected and on hand by the City cannot exceed the total outstanding balance of TIF related debt and obligations, and

**WHEREAS,** The City Council has reviewed the proposal of the City Administrator and City Clerk with regard to a proposed TIF certification, and finds that the City should certify the intent to collect \$690,000.00 in increment, de-certifying for FY 2022 the balance of increment that could be collected.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby authorize the City Clerk to request the certification of TIF in such an amount as to bring about the collection and deposit into the City TIF fund the sum of \$690,000.00 for FY 2022.

**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 16<sup>th</sup> day of November, 2020.

---

Brian Wolken, Mayor

Attest:

---

Sally Hinrichsen, Monticello City Clerk

City Council Meeting  
Prep. Date: 11/12/20  
Preparer: Doug Herman



Agenda Item: **26**  
Agenda Date: 11/16/20

*Communication Page*

**Agenda Items Description:** Resolution to approve Public Drainage Easement granted by Faust Rentals LLC to the City of Monticello, Iowa.

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

**Attachments & Enclosures:**

Resolution
Easement Document

**Fiscal Impact:**

Budget Line Item:  
Budget Summary:  
Expenditure:  
Revenue:


**Synopsis:** Resolution approves extension/widening of existing Drainage Easement in Willow Ridge 4<sup>th</sup> Addition over existing lot to ensure area remains open for purposes of drainage.

**Background Information:** The Public Drainage Easement exists over Lot 3 of Willow Ridge 4<sup>th</sup> and is 30' in width over the western portion of the property. The original Plat provided for a 20' wide easement, however, when the final grading/drainage plan were approved, reviewed by our Engineer and the Faust engineer, it was determined that the easement needed to be wider to ensure that a future owner of Lot 3 did not modify the easement area, install a shed/accessory building in the easement area, etc.

The Easement when approved will be recorded, along with a copy of this Resolution, and will then appear in the property abstract moving forward.

**Staff Recommendation:** I recommend that the Council approve the proposed Public Drainage Easement.

# The City of Monticello, Iowa

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

## RESOLUTION #20-\_\_\_\_

### Approving Public Drainage Easement granted by Faust Rentals LLC to the City of Monticello, Iowa

**WHEREAS**, The Grantor of the easement, Faust Rentals LLC, is the current developer of Willow Ridge 4<sup>th</sup> Addition, and

**WHEREAS**, The City required, upon the advice of the City Engineer, that the Developer have prepared for review by the City Engineer, and engineered grading and drainage plan to manage the storm water that will collect to the rear of various lots within Willow Ridge 4<sup>th</sup> Addition and other Additions located within Willow Ridge, and

**WHEREAS**, The Developer constructed a home on Lot 2 of Willow Ridge 4<sup>th</sup> Addition, and after the construction of the home, and determination of its' elevations, a final review of the required drainageway was undertaken and after appropriate surveying and inspection a final design for the grading and drainageway of the area behind Lots 2, 3, and 4 of Willow Ridge 4<sup>th</sup> Addition, and other lots from earlier Willow Ridge Additions was determined and during that process it was determined that the 20' drainage easement across the west 20' of Lot 3 of Willow Ridge 4<sup>th</sup> Addition was not adequate to manage the potential storm water / drainage in that area and that a Public Drainage Easement needed to be created to widen the easement to the west 30' of Lot 3, and

**WHEREAS**, The Grantor's Engineer prepared a draft Public Drainage Easement and same has been reviewed by the City and recommended for approval by the City Administrator, and the Council finds it appropriate and in the best interests of the City to approve and accept the proposed Public Drainage Easement, and

**WHEREAS**, The Easement, along with a copy of this Resolution, will be recorded at the expense of the Grantor and shall be binding upon the Grantor and subsequent owners of Lot 3 of Willow Ridge 4<sup>th</sup> Addition.

**NOW THEREFORE, BE IT RESOLVED** that the City of Monticello, Iowa does hereby approve and accept the Public Drainage Easement and authorize the Mayor to execute 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 16<sup>th</sup> day of November, 2020.

Attest:

\_\_\_\_\_  
Brian Wolken, Mayor

\_\_\_\_\_  
Sally Hinrichsen, City Clerk

**PUBLIC DRAINAGE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS: That Faust Rentals LLC, hereinafter referred to as Grantor, does hereby grant, transfer and convey unto the City of Monticello, hereinafter referred to as Grantee, its successors and assigns, a perpetual easement as described below. The Grantee shall have the right to construct, operate, inspect, repair, maintain and replace stormwater improvements over, across and through the land of the Grantor, situated in the City of Monticello, Jones County, Iowa, said land being as follows:

Lot 3 of Willow Ridge 4<sup>th</sup> Addition in the City of Monticello, Jones County, Iowa.

And said easement being as follows:

The West 30 feet of Lot 3 of Willow Ridge 4<sup>th</sup> Addition to the City of Monticello, Jones County, Iowa as recorded in Plat Book R, Page 42 in the office of the Jones County Recorder. See Exhibit A.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the Jurisdictional Engineer.
2. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Jurisdictional Engineer.
3. **RIGHT OF ACCESS.** The Jurisdiction shall have the right of access to the Easement Area and have all rights of ingress and egress reasonable necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structure placed or erected on the Easement Area.
4. **EASEMENT RUNS WITH LAND.** The Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. **APPROVAL BY THE JURISDICTION.** This Easement shall not be binding until it has received the final approval and acceptance by the Jurisdiction.

The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, the successors and assigns.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2020.

GRANTOR ACKNOWLEDGEMENT

Faust Rentals LLC does hereby acknowledge and approve the above Easement and Dedication and attached Exhibit.

Faust Rentals LLC, GRANTOR

By: \_\_\_\_\_  
Brandon Faust

State of Iowa                    )  
County of Jones                )ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brandon Faust, to me known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of said Faust Rentals LLC, that no seal has been procured by Faust Rentals LLC; that said instrument was signed on behalf of Faust Rentals LLC, by authority of its managers and said instrument to be a voluntary act and deed of Faust Rentals LLC.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

GRANTEE ACKNOWLEDGEMENT

\_\_\_\_\_  
Brian Wolken, Mayor

ATTEST:

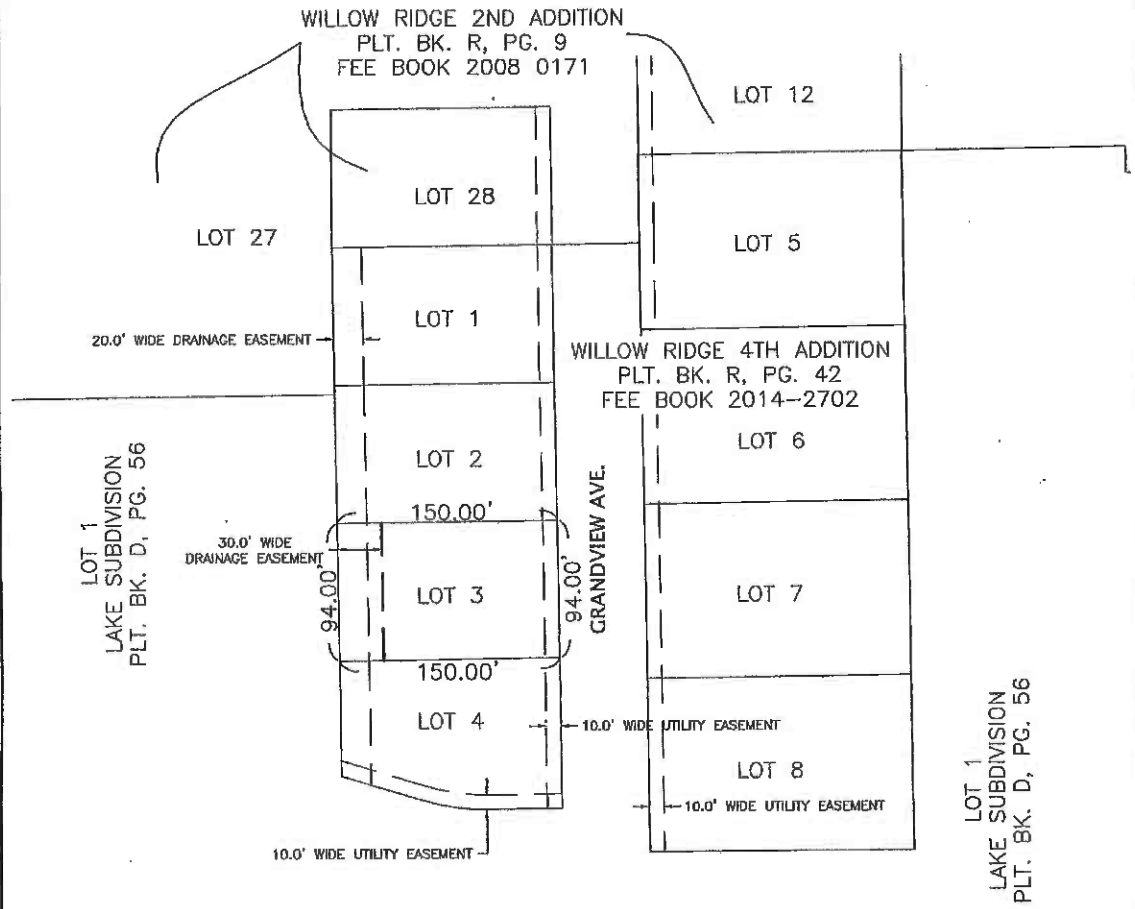
\_\_\_\_\_  
Sally Hinrichsen, City Clerk

STATE OF IOWA                    )  
COUNTY OF JONES                ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared Brian Wolken and Sally Hinrichsen, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Monticello, Iowa, that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by the authority of its City Council, as contained in the Resolution Number \_\_\_\_\_ adopted by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2020, and that Brian Wolken and Sally Hinrichsen acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**DRAINAGE EASEMENT EXHIBIT  
IN LOT 3 OF WILLOW RIDGE 4TH ADDITION  
CITY OF MONTICELLO, JONES COUNTY, IOWA**



**LEGAL DESCRIPTION:**

PERMANENT DRAINAGE EASEMENT IN LOT 3 OF WILLOW RIDGE 4TH ADDITION, CITY OF MONTICELLO, JONES COUNTY, IOWA;

PROPOSED EASEMENT IS THE WEST 30 FEET OF LOT 3 OF WILLOW RIDGE 4TH ADDITION IN THE CITY OF MONTICELLO, JONES COUNTY IOWA AS RECORDED IN PLAT BOOK R, PAGE 42 IN THE JONES COUNTY RECORDER'S OFFICE.

**PROPRIETOR/OWNER:**

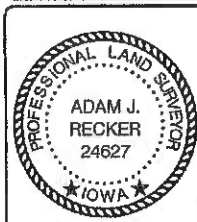
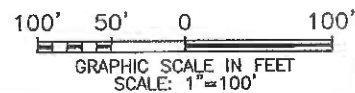
FAUST RENTALS LLC  
129 W GRAND ST.  
MONTICELLO IA 52310

**REQUESTED BY:**

CITY OF MONTICELLO  
200 E 1ST ST  
MONTICELLO, IA 52310

**LEGEND**

- EXISTING PROPERTY LINE
- - - EXISTING EASEMENT
- - - - PROPOSED DRAINAGE EASEMENT



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

*Adam J. Recker* 10-8-2020  
Adam J. Recker, P.L.S. Date  
License Number: 24627  
My license renewal date is December 31, 2021.  
Sheets covered by this seal: THIS SHEET ONLY

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL  
© 2020 FEHR GRAHAM

ILLINOIS  
IOWA  
WISCONSIN

G:\C3D\18\18-709 Willow Ridge\18-709 Design.dwg

EXHIBIT DRAFTED ON:  
10/06/2020

JOB NUMBER:  
18-709  
SHEET NUMBER:  
1 of 1

City Council Meeting  
Prep. Date: 11/11/20  
Preparer: Doug Herman



Agenda Item: **27**  
Agenda Date: 11/16/2020

*Communication Page*

**Agenda Items Description:** Ordinance Amending the Code of Ordinances of the City of Monticello by amending Chapter 23, Parks and Recreation Board, Section 23.02 Board Organization

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

**Attachments & Enclosures:**

Proposed Ordinance Amendment

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Synopsis:** Proposal by Park and Rec. Board to increase Board size to seven (7) with up to two living outside the City limits.

**Background:** Board currently set at 5 persons with up to one being allowed to live outside the City limits. The Board has troubles getting a quorum at times and has agreed that increasing the size of the Board may help on that front and will also bring in more opinions, input, and potential volunteers. (Five-member board requires 3 for a quorum, seven-member board requires 4 for a quorum.)

Park Board and staff both support this change. Change requires approval of three readings of an Ordinance.

**Staff Recommendation:** I recommend that the Council consider the third and final reading of the proposed Ordinance.



ORDINANCE NO.

An Ordinance amending the Monticello Code of Ordinances, by amending Chapter 23 "Parks and Recreation Board".

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

That Section 23.02 Board Organization, which currently reads as follows shall be deleted in its entirety and replaced with the language shown below under the heading "Proposed:

A. Deletion and Replacement of Language:

**Current 23.02 to be deleted:**

The Board shall consist of five members appointed by the Council. Of this membership, one member may be a nonresident of the City. In addition, the Mayor, the Parks and Recreation Director and one Council member appointed by the Mayor shall serve as ex officio members of the Board. The Council may, for good cause shown, appoint such other ex officio members as the Council feels would be beneficial to the parks and recreation program of the City. Ex officio members shall not be entitled to vote on any matter before the Board.

**Proposed 23.02 to replace deleted 23.02:**

The Board shall consist of *seven* members appointed by the Council. Of this membership, *no more than two* members may be nonresidents of the City. In addition, the Mayor, the Parks and Recreation Director and one Council member appointed by the Mayor shall serve as ex officio members of the Board. The Council may, for good cause shown, appoint such other ex officio members as the Council feels would be beneficial to the parks and recreation program of the City. Ex officio members shall not be entitled to vote on any matter before the Board.

B. Repealer:

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

C. Severability:

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.

D. Effective Date

This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

1<sup>st</sup> reading passed by the Council on this  
2<sup>nd</sup> reading passed by the Council on this  
3<sup>rd</sup> reading passed by the Council on this

\_\_\_\_\_  
Brian Wolken, Mayor

Attest:

\_\_\_\_\_  
Sally Hinrichsen, City Clerk

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance # \_\_\_\_ was published in the Monticello Express on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Sally Hinrichsen, City Clerk

City Council Meeting  
Prep. Date: 11/10/20  
Preparer: Doug Herman



Agenda Item: # **28**  
Agenda Date: 11/16/20

*Communication Page*

**Agenda Items Description:** Ordinance amending the Code of Ordinances of The City of Monticello, Iowa, By Amending Section 17.06 of the Monticello Code "Compensation"

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

**Attachments & Enclosures:**

Draft Ordinance

**Fiscal Impact:**

Budget Line Item:  
Budget Summary:  
Expenditure:  
Revenue:

**Synopsis:** Draft Ordinance for Discussion related to increase in Council Pay from \$100 per month to \$300 per month. (General Discussion Re: Representation Plan and Form of Government as well.)

**Background Information:** There has been discussion over a number of months in regard to Council and Mayoral pay. While there has been discussion, there has not been a clear consensus in the direction the Council wishes to take. The draft Ordinance would increase Council salary to match the Mayoral salary at \$3,600 leaving the Mayor's salary at \$3,600, a method proposed by Dave for consideration. Dave's position is that the current rate of pay makes it difficult to attract and retain elected officials, that the work required of the position far exceeds the pay received.

Like all Ordinances the approval of this Ordinance requires three readings unless waived by the Council as allowed by the Iowa Code. Because this issue may generate community input I would suggest that it follow the normal course of three separate readings, tonight, and then again on December 7<sup>th</sup> and 21<sup>st</sup>. The Iowa Code does not allow for the adoption of an Ordinance changing the compensation of the mayor or council members during the months of November and December in the year of a regular city election. As there was no regular city election in November, 2020, it is legal for you to consider the Ordinance at this time.

A change in the compensation of council members becomes effective for all council members at the beginning of the term of the council members elected at the election next following the change in compensation. In this case, the "new" compensation would take effect for all Council Members in January, 2022.

(Note Also: a change in the compensation of the mayor does not become effective during the term in which the change is adopted.)

Mayor Wolken has long been a proponent of reducing the size of the Council from 6 to 5 with all 5 being at large positions. He also supports the elimination of the elected Mayor, with the Mayor instead being appointed by the five (5) Council Members. The Mayor would have all the rights of a Councilperson but would run the meetings, sign documents, etc. This “**form of government**” would be the “**Council-manager-at-large form**” described at Iowa Code 372.6 and could only be changed by approval of the electorate after the presentation of a petition completed and submitted according to Iowa Code 362.4. Another similar, but different option, would be to change the representation plan from 4 wards and 2 at large to 5 all at large positions. This change to the “**representation plan**” also requires an appropriately submitted petition pursuant to Iowa Code 362.4 followed by a vote of the electorate. The difference between the change in the form of government and the representation plan set out above is that the Mayor would continue to exist as is, separately elected without much in the way of voting rights if the change is only to the representation plan.

You can consider a change in the form of government or representation plan while giving the compensation ordinance consideration. A change in the form of government or representation plan would need to be presented to and approved by the voters as noted above. If you change the compensation in early 2021 by the approval of the third reading of this or similar ordinance it would not take effect until 2022. In the meantime, you could promote the pursuit of a change in the form of government and/or representation plan. Whether or not either measure passes, your action on the compensation would stand unless modified by subsequent ordinance.

Monticello has a Mayor - Council form of Government with Ordinance creating City Administrator. City Charter, Chapter 2 of our Code, sets forth the form of Government. Chapter 21 creates City Administrator position.

### Some Math:

1. Six Councilpersons at \$100/mo. at 12/Mo's. = \$7,200/yr. + Mayor at \$3,600 = \$10,800
2. Six Councilpersons at \$300/mo. at 12/Mo's. = \$21,600/yr. + Mayor at \$3,600 = \$25,200
3. Five Councilpersons at \$300/mo. at 12 Mo's. = \$18,000/yr. + Mayor at \$3,600 = \$21,600
4. Five Councilpersons at \$300/mo. at 12 Mo's. = \$18,000/yr. (With Mayor being appointed from amongst the Council by other Council members.) (Mayor would be a voting member of the Council but would run the meetings, sign Resolutions, Ordinances, etc.)

**Recommendation:** I recommend that the Council consider the 1<sup>st</sup> reading of the proposed Ordinance. (Note: If you don't like the number \$300, and want something lower or higher you can move to approve the Ordinance with another number in place of \$300. If you approve the first reading tonight at \$300 and you get feedback later that changes your position, to \$200 or \$400 for example, you can move to approve the 2<sup>nd</sup> reading, amending the compensation to \$200 or \$400 as the case may be.)

ORDINANCE NO. \_\_\_\_\_

An Ordinance Amending The Code of Ordinances of The City of Monticello, Iowa, By Amending Section 17.06 of the Monticello Code "Compensation"

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

SECTION 1. SECTION AMENDED. Amending Section 17.06 of the Monticello Code by deleting Section 17.06 and inserting the following language for Section 17.06 – "The salary of each Council member is three-thousand, six hundred dollars annually (\$3,600.00), and is to be paid in twelve (12) equal installments".

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 by the Council the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Brian R. Wolken, Mayor

ATTEST:

\_\_\_\_\_  
Sally Hinrichsen, City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Sally Hinrichsen, City Clerk

City Council Meeting  
Prep. Date: 11/12/2020  
Preparer: Doug Herman



Agenda Item: Reports  
Agenda Date: 11/16/2020

*Communication Page*

**Agenda Items Description:** Reports

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

**Attachments & Enclosures:**

**Fiscal Impact:**

Budget Line Item:	n/a
Budget Summary:	n/a
Expenditure:	n/a
Revenue:	n/a

**Reports / Potential Action:**

1. City Administrator
  - a. Budget
  - b. Employee Handbook
  - c. "Old" Middle School
  - d. Potential Development Agreement (Energy Building)
2. Police Chief
3. Public Works Director
4. Park and Recreation
5. City Engineer