

City of Monticello, Iowa

www.ci.monticello.ia.us

Posted on January 15, 2021 at 9:00 a.m.

Monticello City Council Meeting January 18, 2021 @ 6:00 p.m.

Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

Mayor:	Brian Wolken	Staff:	
City Council:		City Administrator:	Vacant
At Large:	Dave Goedken	City Clerk/Treas.:	Sally Hinrichsen
At Large:	Brenda Hanken	Police Chief:	Britt Smith
Ward #1:	Scott Brighton	City Engineer:	Patrick Schwickerath
Ward #2:	Candy Langerman	Public Works Dir.:	Nick Kahler
Ward #3:	Chris Lux	Water/Wastewater Sup.:	Jim Tjaden
Ward #4:	Tom Yeoman	Park & Rec Director:	Jacob Oswald

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

Open Forum: If you wish to address the City Council on subjects pertaining to today's meeting agenda please wait until that item on the agenda is reached. If you wish to address the City Council on an item not on the agenda, please approach the lectern and give your name and address for the public record before discussing your item. Individuals are normally limited to speaking for no more than three (3) minutes on a topic and the Open Forum is by rule limited to a total of twenty (20) minutes.

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

Approval of Council Mtg. Minutes	January 4, 2021
Approval of Council Work Session	January 5, 2021
Approval of Payroll	January 14, 2021
Approval of Bill List	
Approval of Whiskey River liquor license renewal	

Motions:

1. **Motion** to provide direction with regard to sale/transfer of property located at 103 West First Street

Public Hearings:

None

Resolutions:

2. **Resolution** approving the appointment of the selected candidate for the position of city administrator and setting the salary for the position of city administrator

3. **Resolution** approving an employment agreement for the position of city administrator
4. **Resolution** Approving funding/investment in Jones Co Tourism for FY '2022
5. **Resolution** Approving FY '22 Senior Dining Funding request in the amount of \$3,200
6. **Resolution** Approving Agreement for Communications Services Between Jones County, Jones County Sheriff and City of Monticello
7. **Resolution** Approving "preliminarily approving BR3 Development LLC Development Agreement and setting a Public Hearing on Final Consideration and Approval for March 1, 2021 at 6:00 p.m.
8. **Resolution** Approve Resolution preliminarily finding that certain property is blighted and/or prime for Economic Development, directing staff to proceed with Urban Renewal Plan and Area amendments, Schedule Public Hearing on proposed Urban Renewal Area and Plan Amendments for March 1, 2021
9. **Resolution** Directing City Clerk to sign the Assurance with Respect to real Property Acquisition of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as Amended and other SRF loan documents
10. **Resolution** Scheduling Public Hearing for the Purpose of Considering the Maximum Tax Dollars to be collected by the City from Certain Levies for the City's Proposed Fiscal Year 2021-2022 Budget for February 15, 2021 at 6:00 p.m.

Ordinances:

11. **Ordinance** amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Section 15.04 Mayor's Compensation (2nd reading)

Reports / Potential Action:

1. Mayor
 - a. Potential housing development project
 - b. Employee Handbook
2. City Clerk
 - a. Proposed Sewer rate increases and other funding options for Sewage Treatment Plant
3. Public Works Director
4. Police Chief
 - a. Police and Ambulance reports
5. Park and Recreation
 - a. Update on the Monticello Garden Club disbanding
6. City Engineer

Work Sessions:

1. Budget Review

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 be admitted into this meeting with limited seating.

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

<https://us02web.zoom.us/j/6755876357>

Topic: Monticello City Council

Time: January 18, 2021 06:00 PM Central Time (US and Canada)

Meeting ID: 675 587 6357

By Phone: 1-312-626-6799

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

Regular Council Meeting
January 4, 2021 – 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 Clerk Sally Hinrichsen, Public Works Director Nick Kahler and Police Chief Britt Smith. Library Director Michelle Turnis joined electronically. Park & Rec Director Jacob Oswald arrived later during the meeting. 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, Langerman seconded, roll call unanimous.

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

Mayor Wolken opened the public hearing on the proposed Rezoning of property located at 122 North Main from R-1 Single Family Residential to C-1 General Commercial. Wolken explained that this is the property next to the former Energy property which was sold to developer for commercial development and they would like to expand to this lot. Wolken stated P & Z Board recommended the rezoning of this property to C-1 General Commercial and there was one property owner at their meeting in favor of the rezoning. Staff received no oral or written comments. Mayor closed the Public Hearing on the proposed Rezoning of property located at 122 North Main from R-1 Single Family Residential to C-1 General Commercial. Langerman introduced and moved to approve Ordinance #737 amending the Monticello Code of Ordinances of the City of Monticello by amending Chapter 165 "Zoning Regulations" and amending zoning map for 122 North Main Street, first reading in title only. Goedken seconded, roll call unanimous. Yeoman moved to suspend the rule requiring three separate readings of an ordinance and that Ordinance #737 amending the Monticello Code of Ordinances of the City of Monticello by amending Chapter 165 "Zoning Regulations" and amending zoning map for 122 North Main Street, be considered placed upon its final passage and adopted, Hanken seconded, roll call unanimous.

Goedken moved to approve Resolution#2021-1 Designating the Monticello Express as the Official Publication Newspaper for the City of Monticello. Langerman seconded, roll call unanimous.

City is looking into a CDBG grant to assist in funding approximately \$12M wastewater treatment plant improvements. Derek Lumsden, Jones County Economic Development (JCED) Director explained that the City may not have qualified for the LMI (low to moderate income) requirements prior to the pandemic, but feels in better place now to qualify. ECICOG would work with City and seek out volunteers to help with the surveys of residents. ECICOG will work with City Clerk's office to get a list of eligible households. Yeoman moved to approve Resolution #2021-2 authorizing a CDBG Income Survey to be completed for sewer facility project. Hanken seconded, roll call unanimous

Derek Lumsden, JCED Director reported Glass Tap owner Matt Kumley was interested in the former Compadres building at 103 West First Street. Lumsden stated in 2020 Council approved submission of a Catalyst Grant, a Derelict Building Grant and other grants to renovate the Compadres building. City received the DNR grant for the asbestos inspection. They hope to start the asbestos removal and a new roof in the spring. Lumsden explained to apply for the Catalyst Grant and the Derelict Building Grant, having an interested developer would improve the chances of being awarded a grant. Lumsden suggested doing a grant to tear down the back T-section of the building and keeping the facades of the building and repairing the median wall. Other grants could be applied for to do the renovations. Kumley stated he would like to see a downtown restaurant to attract people to the downtown area, with support of Council. Goedken moved to approve Resolution #2021-3 to approve Submission of Catalyst Grant, Derelict Building Grant and other grants to renovate City owned property located at 103 West First Street. Brighton seconded, roll call unanimous.

Hanken moved to approve Resolution #2021-4 to approve investment in Jones County Safe & Healthy Youth Coalition. Brighton seconded, roll call unanimous.

Jacki Luckstead, Iowa State University Extension & Outreach Youth Program Specialist updated Council on the 2020 Summer Discovery Camp program. The 2021 camp theme is "STEM in Action: Helicopter Hang Time". Goedken moved to approve Resolution #2021-5 to approve FY '22 investment in the Jones County Extension summer program. Hanken seconded, roll call unanimous.

Goedken moved to approve Resolution #2021-6 to approve payment of 5th year local match to Keep Iowa Beautiful/Hometown Pride program. Hanken seconded, roll call unanimous.

Goedken moved to approve Resolution #2021-7 approving investment in the Independence Day Fireworks festivities to be held on July 4, 2021 in the amount of \$2,600. Hanken seconded, roll call unanimous.

Hinrichsen advised the Maquoketa River Watershed Management Authority investment for the current year was not brought to the Council for approval, so included it on the resolution and Council could approve one or both years. Langerman moved to approve Resolution #2021-8 approving Investment in Maquoketa River Watershed Management Authority in the amount of \$3,796 for Fiscal Year 2021 and 2022. Goedken seconded, roll call unanimous.

Goedken moved to approve Resolution #2021-9 to approve funding/ investment in Jones County JETS Transportation System. Hanken seconded, roll call unanimous.

Council was donated 101 East 1st Street building from the Welter family, with the plan to transfer the building to Creative Adventure Lab, Inc to develop after City took advantage of grants not available to developer, including asbestos inspection and removal. Yeoman moved to approve Resolution #2021-10 to Approve Deed, Declaration of Value,

Regular Council Meeting
January 04, 2021

Groundwater Hazard Statement and Closing Statement associated with 101 E 1st Street Building sale. Langerman seconded, roll call unanimous.

Hinrichsen stated the mowing contract was updated and now includes the Baty Disc Golf and Northridge Retention with an "as mowed fixed price". Goedken moved to approve Resolution #2021-11 approving three-year Mowing contract between Steve and Lisa Monk, independent contractors, under the same terms and conditions as set forth within the "Mowing Service Agreement". Langerman seconded, roll call unanimous.

Langerman introduced and moved to approve Ordinance #738 amending the Code of Ordinances of the City of Monticello, Iowa by amending provisions pertaining to Section 15.04 "Compensation", first reading in title only. Brighton seconded, roll call unanimous. This will raise the Mayor's pay from \$3,600 per year to \$4,800 per year effective January 1, 2022.

Wolken volunteered to serve on the Maquoketa River Watershed Management Authority Board to replace Doug Herman. Hinrichsen will contact them to get more details.

Kahler reported the snow removal from last storm went well. He also reported that they interviewed candidates for the Public Works position and will be making a job offer.

Smith reported receiving a letter from Steve Intlekofer with a list of addresses, he feels is in violation of parking issues. Smith will assess the address list and report back to Council.

Smith reported DB Acoustics has updated the audio and video equipment in the Council Chambers and is now live.

Wolken advised he talked with Engineer Patrick Schwickerath regarding issues with the North Sycamore Street project. He stressed the need for pictures and documentation of the issues or concerns, as some things were not installed as designed, and City is looking at the maintenance bond to remedy the issues. Oswald arrived to meeting.

Hinrichsen reviewed the proposed budget timeline and will work to have more budgets ready for review at the next meeting.

Brighton moved to adjourn at 7:35 P.M.

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

Special Council Meeting
January 5, 2021 – 6:00 P.M.
Community Media Center

Mayor Brian Wolken called the meeting to order. Council present: Dave Goedken, Brenda Hanken, Candy Langerman, Scott Brighton, Chris Lux and Tom Yeoman. Also present were City Clerk Sally Hinrichsen, Public Works Director Nick Kahler, Police Chief Britt Smith and Park & Rec Director Jacob Oswald. Library Director Michelle Turnis 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.

Callahan Municipal Consultants, Patrick Callahan gave an overview of the interview process for City Administrator and gave Hinrichsen the written requests for a closed session from the six candidates.

Yeoman moved to go into closed session to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session pursuant to Iowa Code Section 21.5(1)(i) agenda. Langerman seconded, roll call unanimous.

Tom moved to return to open session, Brighton seconded. Roll call unanimous. Goedken moved to direct Patrick Callahan to proceed as discussed and to contact the City Administrator candidates accordingly, Langerman seconded. Roll call vote unanimous.

Brighton moved to adjourn at 8:44 P.M.

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

PAYROLL - JANUARY 14, 2021

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	December 28, 2020 - January 10, 2021				
Brian Bronemann	\$ 748.25	\$ -	0.00	0.00	\$ 601.94
Kylie Flanagan	384.68	384.68	0.00	0.00	326.59
Jacob Gravel	96.00	-	0.00	0.00	32.51
Ben Hein	144.00	-	0.00	0.00	123.75
David Husmann	960.13	819.53	0.00	0.00	754.89
Mary Intlekofer	1,957.20	-	0.00	0.00	1,342.82
Nick Kahler	192.00	-	0.00	0.00	165.01
Brandon Kent	2,619.80	419.40	0.00	0.00	1,765.87
Lori Lynch	2,530.00	-	0.00	0.00	1,691.02
Dave McNeill	499.80	-	0.00	0.00	420.52
Mandy Norton	445.80	-	0.00	0.00	350.59
Shelly Searles	2,330.00	-	1.50	6.00	1,560.14
Sabrina Strella	203.30	-	0.00	0.00	170.89
Jenna Weih	2,397.73	806.93	0.00	0.00	1,705.25
Curtis Wyman	2,045.23	15.23	0.00	39.38	1,380.00
TOTAL AMBULANCE	\$ 17,553.92	\$ 2,445.77	1.50	45.38	\$ 12,391.79
CEMETERY	December 26, 2020 - January 8, 2021				
Dan McDonald	\$ 1,859.38	\$ 159.38	0.00	0.00	\$ 1,343.64
TOTAL CEMETERY	\$ 1,859.38	\$ 159.38	0.00	0.00	\$ 1,343.64
CITY HALL	December 27, 2020 - January 9, 2021				
Cheryl Clark	\$ 1,728.00	\$ -	6.00	29.25	\$ 1,171.69
Sally Hinrichsen	2,550.27	-	0.00	0.00	1,611.08
Nanci Tuel	1,530.40	-	0.00	0.00	1,011.43
TOTAL CITY HALL	\$ 5,808.67	\$ -	6.00	29.25	\$ 3,794.20
FIRE					
Joe Bayne	\$ 125.00	\$ -	0.00	0.00	\$ 115.44
Billy Norton	100.00	-	0.00	0.00	85.94
Paul Warner	100.00	-	0.00	0.00	92.35
TOTAL FIRE	\$ 325.00	\$ -	0.00	0.00	\$ 293.73
LIBRARY	December 28, 2020 - January 10, 2021				
Molli Hunter	\$ 611.00	\$ -	0.00	0.00	\$ 502.50
Penny Schmit	1,132.01	-	0.00	0.00	628.89
Michelle Turnis	1,655.77	-	0.00	0.00	1,034.47
TOTAL LIBRARY	\$ 3,398.78	\$ -	0.00	0.00	\$ 2,165.86
MBC	December 28, 2020 - January 10, 2021				
Jacob Oswald	\$ 2,038.46	\$ -	0.00	0.00	\$ 1,533.53
Shannon Poe	1,624.23	-	0.00	0.00	1,115.58
TOTAL MBC	\$ 3,662.69	\$ -	0.00	0.00	\$ 2,649.11
POLICE	December 28, 2020 - January 10, 2021				
Zachary Buehler	\$ 2,570.50	\$ -	0.00	0.00	\$ 1,881.02
Peter Fleming	2,142.00	-	21.00	43.50	1,515.75
Dawn Graver	2,400.00	-	0.00	0.00	1,726.29
Erik Honda	2,415.00	-	24.00	36.75	1,794.69
Jordan Koos	2,494.00	-	0.00	20.50	1,795.54

PAYROLL - JANUARY 14, 2021

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
POLICE (cont.)					
Britt Smith	2,996.15	-	0.00	0.00	2,192.87
Madonna Staner	1,530.40	-	0.00	0.00	1,160.59
Brian Tate	2,457.00	-	0.00	0.00	1,815.57
TOTAL POLICE	\$ 19,005.05	\$ -	45.00	100.75	\$ 13,882.32
ROAD USE December 26, 2020 - January 8, 2021					
Zeb Bowser	\$ 2,154.22	\$ 454.22	0.00	0.00	\$ 1,569.67
TOTAL ROAD USE	\$ 2,154.22	\$ 454.22	0.00	0.00	\$ 1,569.67
SANITATION December 26, 2020 - January 8, 2021					
Michael Boyson	\$ 2,162.19	\$ 462.19	0.00	0.00	\$ 1,490.89
Nick Kahler	2,079.81	-	0.00	0.00	1,432.94
TOTAL SANITATION	\$ 4,242.00	\$ 462.19	0.00	0.00	\$ 2,923.83
SEWER December 26, 2020 - January 8, 2021					
Tim Schultz	\$ 2,296.25	\$ 536.25	11.25	25.13	\$ 1,656.30
Jim Tjaden	2,346.15	-	0.00	0.00	1,701.48
TOTAL SEWER	\$ 4,642.40	\$ 536.25	11.25	25.13	\$ 3,357.78
WATER December 26, 2020 - January 8, 2021					
Daniel Pike	\$ 1,712.00	\$ -	21.75	45.25	\$ 1,244.73
TOTAL WATER	\$ 1,712.00	\$ -	21.75	45.25	\$ 1,244.73
TOTAL - ALL DEPTS.	\$ 64,364.11	\$ 4,057.81	85.50	245.76	\$ 45,616.66

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING	55.02			
ALL SEASONS AUTO BODY INC	PD VEHICLE OPERATING	1,301.00			
BAKER PAPER CO INC	PD BUILDING SUPPLIES	18.78			
BLADE PEST CONTROL INC	PD PEST CONTROL	34.00			
ELECTRONIC ENGINEERING CO	2020 UTILITY VEHICLE INSTALL	6,981.40			
INFRASTRUCTURE TECHNOLOGY	PD COMPUTER SUPPORT FEES	1,352.50			
IOWA DEPT OF PUBLIC SAFETY	PD IOWA SYSTEM	600.00			
JOHN DEERE FINANCIAL	PD BUILDING REPAIR/MAINT	10.49			
MICROSOFT CORPORATION	PD COMPUTER SUPPORT FEES	720.00			
MONTICELLO EXPRESS INC	PD SUPPLIES	167.57			
TCM BANK NA	PD MINOR EQUIPMENT	159.24			
TRACY YOUSSE	PD CAR LETTERING	686.00			
	110 POLICE DEPARTMENT TOTAL		12,086.00		
ANIMAL CONTROL					
ANIMAL WELFARE FRIENDS	ANIMAL CONTROL	105.00			
	190 ANIMAL CONTROL TOTAL		105.00		
STREET LIGHTS					
ALLIANT ENERGY-IES	416 E SECOND STREETLIGHTS	233.04			
	230 STREET LIGHTS TOTAL		233.04		
CEMETERY					
TRI COUNTY PROPANE LLC	CEMETERY GROUNDS SUPPLIES	326.20			
	450 CEMETERY TOTAL		326.20		
CLERK/CITY ADMIN					
MOLLI JENN HUNTER	JANITORIAL SERVICES	325.00			
	620 CLERK/CITY ADMIN TOTAL		325.00		
CITY HALL/GENERAL BLDGS					
BLADE PEST CONTROL INC	CH PEST CONTROL	68.00			
CALLAHAN MUNICIPAL CONSULTANTS	CITY ADMINISTRATOR SEARCH	7,100.00			
DIAMOND PI COMPANY	CH MEETING	87.95			
FAREWAY STORES #840-1	CH MEETING SUPPLIES	39.06			
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK	340.50			
IOWA STATE PRISON INDUSTRIES	CH BUILDING SUPPLIES	298.18			
JOHN DEERE FINANCIAL	CH BLDG REPAIR/MAINT	19.99			
KOCH BROTHERS, INC.	COPIER MAINTENANCE	217.65			
MONTICELLO EXPRESS INC	CH ADVERTISING	610.95			
TCM BANK NA	COUNCIL IPADS & ACCESSORIES	1,426.70			
	650 CITY HALL/GENERAL BLDGS TOTAL		10,208.98		
	001 GENERAL TOTAL		23,284.22		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MONTICELLO BERNDES CENTER					
PARKS					
ALLIANT ENERGY-IES	MBC ELECTRIC	1,004.88			
FAREWAY STORES #840-1	MBC OFFICE SUPPLIES	4.99			
ASHLEY FAUST	MBC BASKETBALL REFUND	25.00			
MOLLI JENN HUNTER	JANITORIAL SERVICES	200.00			
IOWA STATE PRISON INDUSTRIES	MBC BUILDING REPAIR/MAINT	391.80			
JOHN DEERE FINANCIAL	MBC SUPPLIES	34.95			
M TOWN TIRE & AUTO	MBC EQUIP REPAIR/MAINT	54.00			
MONTICELLO EXPRESS INC	MBC CHRISTMAS LIGHT CONTEST	257.78			
REXCO EQUIPMENT INC	MBC CAPITAL EQUIPMENT	223.87			
SPAHN & ROSE LUMBER CO INC	MBC CHRISTMAS LIGHTS	107.76			
KRISTY STADTMUELLER	MBC BASKETBALL REFUND	25.00			
TCM BANK NA	MBC SPECIAL EVENTS	391.84			
TREASURER STATE OF IOWA	SALES TAX - DECEMBER	20.68			
	430 PARKS TOTAL		2,742.55		
	005 MONTICELLO BERNDES CENTER TOTAL		2,742.55		
DARE					
POLICE DEPARTMENT					
IOWA DARE ASSOCIATION	DARE DUES	100.00			
	110 POLICE DEPARTMENT TOTAL		100.00		
	008 DARE TOTAL		100.00		
FIRE					
FIRE					
JOHN DEERE FINANCIAL	FIRE BUILDING REPAIR/MAINT	18.47			
MONTICELLO EXPRESS INC	FIRE ADVERTISING	8.87			
MUNICIPAL EMERGENCY SERVICES	FIRE MINOR EQUIPMENT	1,708.00			
ST LUKE'S METHODIST HOSPITAL	FIRE PHYSICAL - MCNALLY	41.00			
	150 FIRE TOTAL		1,776.34		
	015 FIRE TOTAL		1,776.34		
AMBULANCE					
AMBULANCE					
AIRGAS USA, LLC	AMB MEDICAL SUPPLIES	32.43			
BAKER PAPER CO INC	AMB BUILDING SUPPLIES	18.77			
BLADE PEST CONTROL INC	AMB PEST CONTROL	34.00			
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES	114.41			
DAN'S OVERHEAD DOORS & MORE	AMB BUILDING REPAIR/MAINT	273.63			
FREESE MOTORS INC	AMB VEHICLE REPAIR/MAINT	1,338.36			
INFRASTRUCTURE TECHNOLOGY	AMB COMPUTER SUPPORT FEES	172.50			
LINDA KAHLER	AMB CLOTHING	504.00			
KOOB AUTOMOTIVE & TOWING INC	AMB VEHICLE REPAIR/MAINT	145.00			
LISBON-MOUNT VERNON AMBULANCE	AMB PATIENT/MUTUAL AID FEES	200.00			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MONTICELLO EXPRESS INC	AMB OFFICE SUPPLIES	108.88			
ST. LUKE'S METHODIST HOSPITAL	AMB OSHA - SEARLES	65.00			
TCM BANK NA	AMB IEMSA DUES	162.54			
	160 AMBULANCE TOTAL		3,169.52		
	016 AMBULANCE TOTAL		3,169.52		
LIBRARY IMPROVEMENT					
LIBRARY					
MONTICELLO EXPRESS INC	LIB IMP PROGRAMS/PROMOTIONS	60.00			
TCM BANK NA	LIB IMP VIDEO/DVD RECORDINGS	111.91			
	410 LIBRARY TOTAL		171.91		
	030 LIBRARY IMPROVEMENT TOTAL		171.91		
LIBRARY					
LIBRARY					
BAKER & TAYLOR BOOKS	LIB BOOKS	195.53			
CULLIGAN TOTAL WATER	LIB BUILDING SUPPLIES	5.50			
MOLLI JENN HUNTER	JANITORIAL SERVICES	137.50			
MICRO MARKETING LLC	LIB BOOKS	15.19			
OVERDRIVE	LIB AUDIO RECORDINGS	1.98			
TCM BANK NA	LIB MAGAZINES	103.46			
	410 LIBRARY TOTAL		459.16		
	041 LIBRARY TOTAL		459.16		
AIRPORT					
AIRPORT					
MCALEER WATER CONDITIONING INC	AIRPORT BUILDING SUPPLIES	55.55			
MONTICELLO EXPRESS INC	AIRPORT VEHICLE DECALS	90.00			
	280 AIRPORT TOTAL		145.55		
	046 AIRPORT TOTAL		145.55		
ROAD USE					
STREETS					
ALLIANT ENERGY-IES	STOP SIGNS - N MAIN ST	135.27			
BAKER PAPER CO INC	RU SUPPLIES	62.17			
BEHREND'S CRUSHED STONE	RU STREET MAINTENANCE SUPPLIES	1,957.80			
IOWA STATE PRISON INDUSTRIES	RU STREET MAINTENANCE SUPPLIES	101.40			
JOHN DEERE FINANCIAL	RU VEHICLE OPERATING	201.55			
LAPORTE MOTOR SUPPLY	RU VEHICLE OPERATING	55.44			
M TOWN TIRE & AUTO	RU EQUIP REPAIR/MAINT	25.00			
MONTICELLO EXPRESS INC	RU ADVERTISING	493.40			
SPANH & ROSE LUMBER CO INC	RU VEHICLE OPERATING	163.39			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
DEAN STEVENS CONSTRUCTION LTD	RU STREET MAINTENANCE SUPPLIES	455.73			
UNITY POINT CLINIC -	RU OSHA - JUNGLING	73.50			
	210 STREETS TOTAL		3,724.65		
SNOW REMOVAL					
ACCENT CONSTRUCTION	RU SNOW REMOVAL	3,160.00			
ALL SEASON'S TRUCKING INC	RU SNOW REMOVAL	2,292.25			
	250 SNOW REMOVAL TOTAL		5,452.25		
	110 ROAD USE TOTAL		9,176.90		
TRUST/SLAVKA GEHRET FUND					
LIBRARY					
TCM BANK NA	LIB GEHRET BOOKS	122.72			
	410 LIBRARY TOTAL		122.72		
	178 TRUST/SLAVKA GEHRET FUND TOTAL		122.72		
MARY MAXINE REDMOND TRUST					
LIBRARY					
TCM BANK NA	LIB REDMOND PROGRAMMING	52.99			
	410 LIBRARY TOTAL		52.99		
	339 MARY MAXINE REDMOND TRUST TOTAL		52.99		
TRUST/IOMA MARY BAKER					
LIBRARY					
INFRASTRUCTURE TECHNOLOGY	LIB BAKER TECH SUPPORT FEES	115.00			
	410 LIBRARY TOTAL		115.00		
	503 TRUST/IOMA MARY BAKER TOTAL		115.00		
WATER					
WATER					
HAWKINS WATER TREATMENT	WATER SUPPLIES	666.96			
STATE HYGIENIC LABORATORY	WATER LAB TESTS	54.00			
IOWA ONE CALL	WATER SYSTEM	13.95			
JOHN DEERE FINANCIAL	WATER SUPPLIES	41.88			
MONTICELLO EXPRESS INC	WATER SUPPLIES	43.48			
TCM BANK NA	WATER POSTAGE	10.73			
TREASURER STATE OF IOWA	WATER EXCISE TAX - DECEMBER	1,908.00			
WHITE HAWK PLUMBING & HEATING	WATER SYSTEM	238.00			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	810 WATER TOTAL		2,977.00		
	600 WATER TOTAL		2,977.00		
SEWER					
SEWER					
ALLIANT ENERGY-IES	1105 E FIRST ST		3,121.17		
BAKER PAPER CO INC	SEWER LAB SUPPLIES		62.17		
TRACY L CHAPPELL	SEWER SYSTEM		98.38		
FAREWAY STORES #840-1	SEWER LAB SUPPLIES		7.92		
GIESE SHEET METAL CO. INC.	SEWER BLDG REPAIR/MAINT		394.00		
STATE HYGIENIC LABORATORY	SEWER LAB TESTS		1,627.50		
IOWA ONE CALL	SEWER SYSTEM		13.95		
JOHN DEERE FINANCIAL	SEWER SUPPLIES		63.54		
MONTICELLO EXPRESS INC	SEWER SUPPLIES		43.48		
ROTO-ROOTER	SEWER SYSTEM		1,567.50		
SPAHN & ROSE LUMBER CO INC	SEWER SUPPLIES		21.32		
TCM BANK NA	SEWER POSTAGE		113.53		
TREASURER STATE OF IOWA	SALES TAX - DECEMBER		942.45		
TRI COUNTY PROPANE LLC	SEWER UTILITIES		2,176.10		
UNITY POINT CLINIC -	SEWER OSHA - KAHLER		10.50		
USA BLUE BOOK	SEWER SUPPLIES		318.45		
	815 SEWER TOTAL		10,581.96		
	610 SEWER TOTAL		10,581.96		
SANITATION					
SANITATION					
JONES COUNTY SOLID WASTE	3RD QTR '21 ASSESSMENT		4,745.00		
REPUBLIC SERVICES	DUMPSTER COLLECTIONS		11,181.03		
TREASURER STATE OF IOWA	SALES TAX - DECEMBER		877.21		
	840 SANITATION TOTAL		16,803.24		
	670 SANITATION TOTAL		16,803.24		
YARD WASTE SITE					
SANITATION					
TREASURER STATE OF IOWA	SALES TAX - DECEMBER		235.69		
	840 SANITATION TOTAL		235.69		
	675 YARD WASTE SITE TOTAL		235.69		
STORM WATER					
STORM WATER FUND					
SNYDER & ASSOCIATES, INC	SIXTH STREET DITCH PROJECT		1,750.25		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
TREASURER STATE OF IOWA	SALES TAX - DECEMBER		159.97		
	865 STORM WATER FUND TOTAL		1,910.22		
	740 STORM WATER TOTAL		1,910.22		
	Accounts Payable Total		73,824.97		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND NAME	AMOUNT
001 GENERAL	23,284.22
005 MONTICELLO BERNDEN CENTER	2,742.55
008 DARE	100.00
015 FIRE	1,776.34
016 AMBULANCE	3,169.52
030 LIBRARY IMPROVEMENT	171.91
041 LIBRARY	459.16
046 AIRPORT	145.55
110 ROAD USE	9,176.90
178 TRUST/SLAVKA GEHRET FUND	122.72
339 MARY MAXINE REDMOND TRUST	52.99
503 TRUST/IOMA MARY BAKER	115.00
600 WATER	2,977.00
610 SEWER	10,581.96
670 SANITATION	16,803.24
675 YARD WASTE SITE	235.69
740 STORM WATER	1,910.22
<hr style="border-top: 1px dashed black;"/>	
TOTAL FUNDS	73,824.97

City Council Meeting
Prep. Date: 1/13/2021
Preparer: Sally Hinrichsen



Agenda Item: # 1
Agenda Date: 01/18/2021

Communication Page

Agenda Items Description: Motion to provide direction with regard to sale/transfer of property located at 103 West First Street

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

Attachments & Enclosures:

Fiscal Impact:
Budget Line Item:

--

Budget Summary:

--

Expenditure:

--

Revenue:

--

Synopsis: The Council approved Submission of Catalyst Grant, Derelict Building Grant and other grants to renovate City owned property locate at 103 West First Street. Looking for guidance on how the Council wishes to proceed with sale/transfer of lot

Background Information: City Council approved by Resolution on January 20, 2020 to approve Submission of Catalyst Grant, Derelict Building Grant and other grants to renovate City owned property locate at 103 West First Street, with a commitment of \$50,000 towards the project.

The goal of the Council in acquiring the property was to not only ensure the cleanup of the lot but to complete as quickly as possible and to return it to the tax roll. Jones County Economic Development Director Derek Lumsden and Mayor Brian Wolken has been in contact with a developer who would like to restore/make improvements to the building.

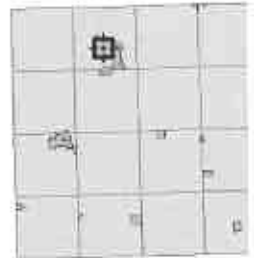
There are a number of options that the Council could take, here are couple:

1. List it for sale at a specific price (with or without a realtor)
2. Publish a Request for Proposals (RFP) in the Express, seeking proposals from anyone interested in the lot. The proposal would, at a minimum, include a purchase price, a plan for the property, and a time frame. Thereafter, the Council could consider all proposals and move to approve the proposal deemed most beneficial to the City or to reject all proposals and proceed in a different direction.

Staff Recommendation: I recommend that the Council proceed with an RFP. Recouping City investment in one piece of the puzzle but so is the eventual use.







Overview



Legend

Parcels

-  Parcels
-  Structures on Lease
-  Land
-  Cartography
-  Major Roads

Parcel ID	0228228010	Alternate ID	200600	Owner Address	MONTICELLO, CITY OF
Sec/Twp/Rng	n/a	Class	C		200 E 1ST ST
Property Address	103 W 1ST ST	Acreage	n/a		MONTICELLO, IA 52310
	MONTICELLO				
District	MONCO				
Brief Tax Description	R.R. ADD W 1/2 LOT 511 & N 16' LOTS 512 & 513				
	(Note: Not to be used on legal documents)				

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

Date created: 1/13/2021
 Last Data Uploaded: 1/12/2021 5:51:58 PM

Developed by  Schneider
 GEOSPATIAL



Summary

Parcel ID 0228228010
 Property Address 103 W 1ST ST
 MONTICELLO IA 52310
 Sec/Twp/Rng N/A
 Brief Tax Description R.R. ADD W 1/2 LOT 511 & N 16' LOTS 512 & 513
 (Note: Not to be used on legal documents)
 Deed Book/Page 2019-0533 (2/25/2019)
 Contract Book/Page
 Gross Acres 0.00
 Net Acres 0.00
 Class C - Commercial
 (Note: This is for tax purposes only. Not to be used for zoning.)
 District MONCO - MONTICELLO CITY/MONTICELLO SCH
 School District MONTICELLO SCHOOL



Owner

Deed Holder Monticello, City Of 200 E 1st St Monticello IA 52310	Contract Holder	Mailing Address Monticello, City Of 200 E 1st St Monticello IA 52310
--	------------------------	--

Land

Lot Dimensions	Regular Lot: x	Front	Rear	Side 1	Side 2
Front Footage					
Main Lot		25.00	25.00	16.00	16.00
Sub Lot 2		25.00	25.00	102.00	102.00
Sub Lot 3		50.00	50.00	16.00	16.00
Sub Lot 4		0.00	0.00	0.00	0.00

Lot Area 0.09 Acres; 3,750 SF

Commercial

Type	Base Area	Year Built
Restaurant	3656	1900

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
2/16/2019	HUGHES, ALLEN 99%;	MONTICELLO, CITY OF	2019-0533	Sale to/by Government/Exempt Organization	Deed		\$2,000.00
3/23/2018	JONES COUNTY TREASURER	MONTICELLO, CITY OF 1%	2018-0724	Foreclosures, forfeitures, Sheriff and Tax Sales or transfers arising from default	Deed		\$1,511.00
1/12/2002		R HUGHES	2002-0189	Quit Claim Deed	Deed		\$0.00

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2019	March 2021	\$0	No		609222
	September 2020	\$0	No		
2018	March 2020	\$801	Yes		509228
	September 2019	\$801	Yes		
2017	March 2019	\$742	Yes		409264
	September 2018	\$742	Yes		
2016	March 2018	\$785	Yes	6/18/2018	311878
	September 2017	\$785	Yes	11/20/2017	
2015	March 2017	\$785	Yes	5/16/2017	213638
	September 2016	\$785	Yes	11/16/2016	
2014	March 2016	\$794	Yes	5/17/2016	113236
	September 2015	\$794	Yes	11/17/2015	
2013	March 2015	\$647	Yes	6/16/2015	913208
	September 2014	\$647	Yes	6/16/2015	

Homestead Tax Credit Application

Apply online for the Iowa Homestead Tax Credit

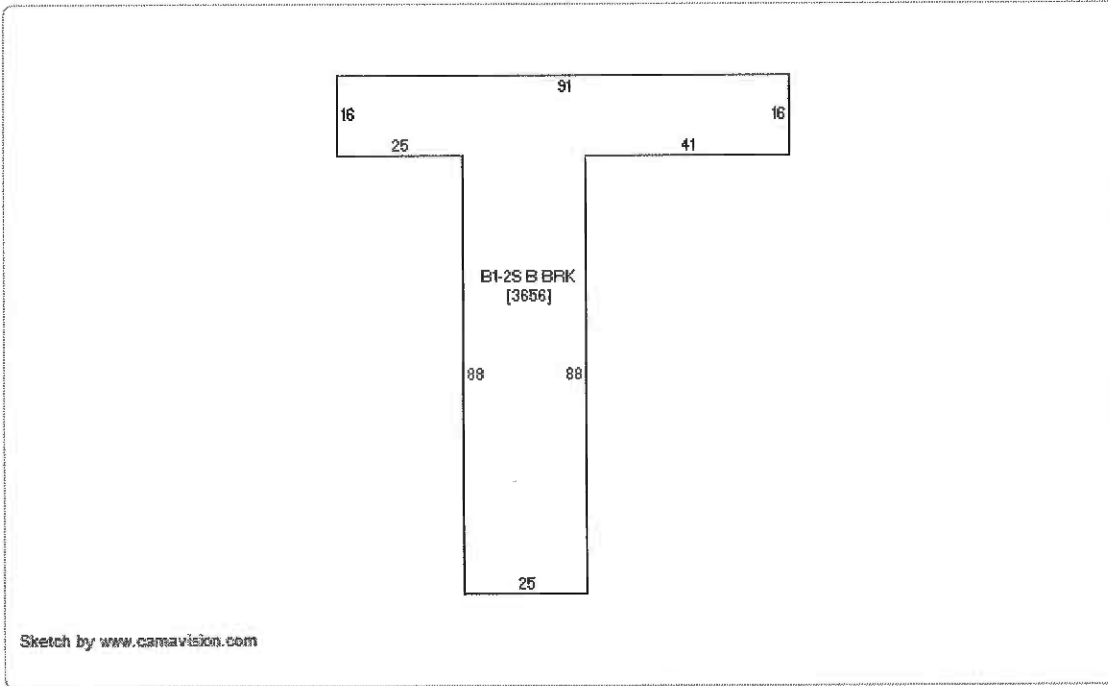
Business Property Tax Credit Application

[Apply online for the Iowa Business Property Tax Credit](#)

Photos



Sketches




No data available for the following modules: Yard Extras, Residential Dwelling, Agricultural Buildings, Tax Sale Certificates, Iowa Land Records.

Disclaimer: The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 1/12/2021, 4:51:58 PM

Version 2.3.102

Developed by
 Schneider
GEO SPATIAL

**Notice
Request for Proposals**

The City of Monticello is now accepting proposals related to the sale of City owned real estate located at 103 W. First Street, Monticello, Iowa. If you are interested in purchasing the property you should submit a written proposal to the City on or before 11:00 a.m., Thursday February 10th, by delivery of said proposal in a sealed envelope to the City Clerk's office at 200 E. 1st Street, Monticello, Iowa. The proposals will be opened and a record made of the proposals at that time. The proposals will be considered by the City Council at their regular meeting of March 01, 2021 at 6:00 p.m. Your proposal should include the price being offered for the property, a specific description of the proposed project and /or intended use, if any, and the time frame during which the improvements will be made. The City Council may or may not take action on the March 1st, which if taken, would include the scheduling of a Public Hearing to formally consider the acceptance of one or more of the proposals. Contact City Clerk Sally Hinrichsen or Mayor Brian Wolken with questions at 465.3577.

Will publish Feb 3rd and 10th

Due Feb 17th

Council action March 1st

City Council Meeting
Prep. Date: 1/13/2021
Preparer: Sally Hinrichsen



Agenda Item: # 243
Agenda Date: 01/18/2021

Communication Page

Agenda Items Description: Resolution to approving the appointment of the selected candidate for the position of City Administrator and setting the salary for the position of City Administrator; and Resolution approving an employment agreement for the position of City Administrator

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

Attachments & Enclosures:

Proposed Resolutions

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Hiring a City Administrator and setting salary and approving employment agreement.

Background Information: The City Council has been working with Patrick Callahan, with Callahan Municipal Consultants, LLC to search for candidates for the City Administrator. Council interviewed via zoom, seven candidates and narrowed the search down to three. On January 16, Council will hold in person interviews with the three finalist and select a candidate, with Callahan's assistance.

Staff Recommendation: Based on the actions on January 16, I recommend that the Council consider their decision and take appropriation action.

The City of Monticello, Iowa

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

RESOLUTION #

Resolution to approve the appointment of _____ as
City Administrator and setting the salary

WHEREAS, at the direction of the City Council applications were accepted for the position of City Administrator and assisted by Patrick Callahan, with Callahan Municipal Consultants, LLC, and

WHEREAS, After the receipt of numerous applications, Callahan assisted Council in the search process and interviews of seven candidates were held, and

WHEREAS, The Council unanimously chose Jacob Oswald as the top candidate for the position of the City Administrator and Pat Callahan thereafter offered _____ the position with _____ accepting the position upon the conditions discussed with the Pat Callahan in recognition of the fact that the offer of employment was subject to City Council approval, and

WHEREAS, The City Council finds that the decision to hire _____ as the City Administrator should be approved, with the understanding that his start date will be on or about _____, 2021, and

WHEREAS, The City Council set the proposed wage and benefits for this position, as follows: \$ _____ salary, _____

and the Council finds the proposed wages and benefits to be appropriate.

NOW, THEREFORE, The Council hereby authorizes the hiring of _____ as the City Administrator with pay and benefits as proposed and as set forth subsequently 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 18th day of January, 2021.

Brain 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

Approving Employment Agreement for City Administrator
_____ Effective _____, 2021

WHEREAS, The City of Monticello, Iowa is an incorporated City within Jones County, Iowa; and

WHEREAS, The Monticello City Council has reviewed the Employment Agreement for the City Administrator, as attached; and

NOW THEREFORE, BE IT RESOLVED that the City of Monticello, Iowa does hereby approve the Employment Agreement for City Administrator _____, effective _____, 2021, as described within the attached agreement.

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 18th day of January, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

City Council Meeting
 Prep. Date: 1/08/2021
 Preparer: Sally Hinrichsen



Agenda Item: # 4
 Agenda Date: 01/18/2021

Communication Page

Agenda Items Description: Resolution to approve FY '22 investment in Jones County Tourism.

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

Attachments & Enclosures:

Proposed Resolution
Letter Request for funding

Fiscal Impact:

Budget Line Item:	
Budget Summary:	Hotel/motel contribution
Expenditure:	\$1,139
Revenue:	

Synopsis: Tourism requests continued investment from the City.

Background Information: The City of Monticello has been a fairly consistent member of Jones County tourism donating \$1,139 per year since at least FY '13 (\$.30 per capita) The Tourism Board has requested a continuation of the \$.30 per capita investment plus 4% of the City Hotel/Motel tax receipts. For estimation purposes our receipts could be \$20,000. 4% would be an additional \$800. This investment would be paid from the Hotel/Motel Tax fund this year, like FY '21.

When Jones County Tourism request was received last year the Council did not award any portion of the Hotel/Motel Tax, instead suggesting that requests for Hotel/Motel tax support should be supported by specific projects/efforts, not just in the General Fund.

Staff Recommendation: I recommend that the Council take appropriate action on the Jones county Tourism request for funding and adding amount of Hotel/Motel Tax if desired.

THE CITY OF MONTICELLO, IOWA

RESOLUTION #

Approving funding/investment in Jones County Tourism
in the amount of \$1,139.00 for FY 2022

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

WHEREAS, Jones County Tourism has requested an investment in their Organization from the City of Monticello, and

WHEREAS, the Monticello City Council has considered the request made by Jones County Tourism, and has determined it appropriate to invest in Jones County Tourism, by way of an investment in the amount of \$ 1,139.00 for FY 2022, same representing a \$.30 cent per capita investment.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 6th day of January 2020, that the City of Monticello shall budget for and invest in Jones County Tourism in the amount of \$ 1,139.00 for fiscal year 2022.

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 18th day of January, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk



December 28, 2020

Brian Wolken, Mayor
City Administrator
Sally Hinrichsen, City Clerk
City Council Members

City Hall
200 East First
Monticello, Iowa 52310

RE: Request for funding Fiscal Year July 1, 2021-June 30, 2022

For Fiscal Year July 1, 2021-June 30, 2022, the Jones County Tourism Association is again requesting funding from Monticello from its per capita assessment of \$1,139. (2010 census figures -- population 3,796 x \$.30 per person = \$1139.00) We are also requesting 4 % of the Monticello Hotel/ Motel tax.

Jones County Tourism Association's budget for the calendar year 2021 is enclosed. Additional support materials enclosed are the association's 2020 annual report and presentation prepared for our annual meeting.

Jones County and Monticello continue to enjoy positive tourism numbers. Your historic district, The Maquoketa River for canoeing and kayaking, many special events and wonderful array of specialty shops continues to be major draws for individual and group travelers. Your support will allow us to continue to boost our efforts to market Monticello as a tourist destination. Travel expenditures in Jones County last year totaled \$24.3. Million. A 1.3 % increase over the previous year.

We are looking forward to better serving Monticello and Jones County in the future. We also would like time on your agenda and answer any questions you may have. Thank you for your consideration.

Sincerely,

Bob Hatcher

Bob Hatcher – Jones County Tourism director

Tourism in Jones County

• Is Big Business



Money Spent by tourists – \$ 24,060 million was spent by tourists in Jones County last year.(2019) A 1.38 % increase over last year. An increase of \$ 332,028.00. won't have 2020 figures for several months, expect them to be down about 20%.

Jobs because of tourism – 110 jobs have been created because of Tourism in Jones County, with an annual payroll of over \$2.41 million.

Sales tax to Jones County – \$ 161,000.00 in local sales tax was paid to the county, money for fire and police

protection, in the general fund that local residents don't have to pay.

Hotel/Motel tax to Jones County - FY 20 Jones County received \$ 76,067.00 in Hotel/Motel tax Over 12,678 Travel parties stayed overnight with us, eating and shopping. The average travel party spends \$ 361.00 per day, Fy21 will be down about 35-40%

Visitors Center - Last year Jones County Tourism office provided information about the area including what to do, attractions to see, where to dine and stay to many travel parties! Last year 76,500 travel parties came to Jones County (does not include Jones County fair) they spent \$14,535,000.00 or \$ 190.00 each a day on Entertainment, food and shopping. "They came for the sights and stayed for the stories!"

Jones County Marketing Reach -- Our print media advertising reached approximately 2.5 million readers last year in the upper Midwest. We filled over 750 requests for information from this printed material mainly by E-mail and referring to the Web Page.

Board Members

2021 Budget

Becky Dirkshaugsted – Pres .

Income

Ned Rohwedder – V.P.

Memberships - \$ 6,179.00

Dustin Embree – Sec

Supervisors - \$ 16,000.00

Kathy Luensman – Treas.

Hotel/Motel tax - \$ 6,700.000

Dave Morreim -Cascade

Other income - \$ 4,914.00 **

Richard Crump – Anamosa CC

Total Income - \$ 33,793.00

Jim Christiansen – Anamosa

Expenses

Derek Lumsden -JCED

Payroll, acctg, train - \$ 21,432.00

Jennifer Hewitt – Monticello

Advertising –Mktg - \$ 6,550.00

Kathy Chase – Oxford Junction

Office Expense - \$ 5,811.00

Bobby Krum – Amber

Total Expense - \$ 33793.00

Brenda Hanken - Monticello Council

** carryover from 2020

Bob Hatcher - Director

City Council Meeting
 Prep. Date: 1/08/2021
 Preparer: Sally Hinrichsen



Agenda Item: # 5
 Agenda Date: 01/18/2021

Communication Page

Agenda Items Description: Resolution to approve FY '22 investment in Jones County Senior Dining.

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

Attachments & Enclosures:

Proposed Resolution
Letter Request for funding

Fiscal Impact:

Budget Line Item:	
Budget Summary:	Admin contribution
Expenditure:	\$3,200
Revenue:	

Synopsis: Request of Senior Dining program for annual appropriation.

Background Information: The City of Monticello has been appropriating funds to senior dining for a number of years. The requested investment has been based upon the percentage of meals served in Monticello of the total senior dining meals, for the most recent year, multiplied times \$10,000. In our case, according to Senior Dining, our percentage has gone up and down over the years, ranging between 35% to 45%. The current funding request is \$3,200 which is based upon the same formula as in the past, but an overall decrease based upon the number of meals, as a percentage of the Jones County total, served in Monticello. The same equation is used for other communities, however, in the past, some have not paid. (Requests will be made to Anamosa, Olin, Oxford Junction, Wyoming and Jones County Supervisors) Keep in mind that some of the meals served at our facility are served to folks who live outside the Monticello City limits but those meals are factored into our investment.

The Monticello Senior Dining site was closed in 2020, when the owner of the facility requested the Senior Center to evacuate the premises on or about July 1, 2020. They are currently delivering to homebound seniors in Monticello.

Staff Recommendation: I recommend that the Council consider approval of the requested investment for FY '22 in the amount of \$3,200.

The City of Monticello, Iowa

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

RESOLUTION #

Approving FY '22 Senior Dining Funding request in the amount of \$3,200.

WHEREAS, Monticello has historically supported the Senior Dining program in Monticello, typically being based upon a per meal rate or a % of program use, and

WHEREAS, Jones County Senior Dining has requested \$3,200 as the City of Monticello FY '22 investment is based upon the percentage of meals served at the Monticello site last year times \$10,000, down from \$5,025 in FY '21 and from \$3,700 in FY '20, and

WHEREAS, The requested amount would be included as a contribution to be paid from the FY '22 General Fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the funding request of the Jones County Senior Dining program in the amount of \$3,200 for fiscal year 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 18th day of January, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

Jones County Senior Center

112 North Ford St.
Anamosa, Iowa 52205
(319) 462 - 4484

January 5, 2021

Sally Hinrichsen, City Clerk
City of Monticello
200 E. 1st St.
Monticello, Ia. 52310

RE: Request for financial support for operating costs of the Jones County Senior Dining Program for the fiscal year 2022 (July 1, 2021-June 30, 2022).

I am writing to you on behalf of the Jones County Senior Dining Center, which is requesting financial support in the amount of \$3200.00; this will be used for program costs. This amount was based on the number of meals served in Monticello this last fiscal year and is based on a percentage of what the Program needs to help provide services to our seniors.

Meals are also served in Anamosa, Olin, Oxford Junction and Wyoming; therefore we will be requesting funds from them as well.

Since we are a county wide program we will be requesting funds from the Board of Supervisors too.

The operation of the Jones County Senior Center benefits senior's throughout the county. Seniors receive nutritious noon meals in addition to the opportunity for socialization and education. Frail homebound seniors in the county receive nutritious meals delivered to their homes and are monitored on a regular basis.

We need your continued support to maintain nutritious meal options with an increasingly growing senior population.

We appreciate your assistance with funding for the program. If at any time you have any questions or concerns please contact Lisa Tallman at 462-4484.

Sincerely,



Lisa Tallman, Program Director
Jones County Senior Center

City Council Meeting
Prep. Date: 1/5/2021
Preparer: Britt Smith



Agenda Item: # 6
Agenda Date: 1/18/2021

Communication Page

Agenda Items Description: Resolution to approve the Agreement for Communication Services with the Jones County Sheriff's Office

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: Approval of the Agreement for Communication Services Between the Jones County Sheriff and the City of Monticello

Background Information: The Jones County Sheriff's Department has handled dispatching services, which includes Police, Fire and EMS communications for the City of Monticello since the mid 1990's when the Monticello run dispatch center was discontinued. Since that point we have been contracting with the Jones County Sheriff's Office for this service. The contract fee established by the Sheriff has always been very ambiguous with little explanation for the establishment of the rate. Annual increases were between 3% to 10% with no explanation. For the past 2 years I have been working with the Sheriff and the Auditor in attempting to establish a fair formula to justify the contract rate. It had been proposed by the former Jones County Auditor that the appropriate fee for Monticello communications contract should be approximately \$80,000 and they are proposing a significant increase in our communication contract fee. Since that proposal, I have worked with the previous County Auditor and proposed a new formula that takes into consideration the taxes already allocated through the County budget to the Sheriff's dispatch center with the City of Monticello contributing the difference based upon the operating budget of the dispatch center and the population percentage of Monticello in comparison with the overall county population. Using this new proposed formula this contract rate is approximately \$25,000, which is consistent with what the current contract rate is. The current rate in the proposed agreement is a fair rate for how we would propose a calculation to establish the contract rate. With the previous auditor retiring and the incoming auditor having a significant learning curve I will plan to work with her over the next several months to put the proposed formula into place that ensures a consistent rate from year to year.

Staff Recommendation: I recommend that the Council approve the Agreement for Communication Services Between the Jones County Sheriff and the City of Monticello.

The City of Monticello, Iowa

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

RESOLUTION

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

WHEREAS, The City of Monticello, Iowa is an incorporated City within Jones County, Iowa, and

WHEREAS, The Monticello City Council has previously entered into agreements with Jones County and the Jones County Sheriff Department to provide communication services to the City, and

WHEREAS, The Agreement with the above entities is subject to renewal annually, with the agreement for FY '22 being presented for approval at the rate of \$25,218, an increase from the FY '21 rate of \$24,017, and

WHEREAS, The City Council finds that said agreement should be approved.

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 18th day of January, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk



Jones County Sheriff's Office
500 West Main Street
PO Box 167
Anamosa, Iowa 52205

Sheriff Greg A. Graver
Phone 319-462-4371
Civil 319-462-5305
Fax 319-462-4766
Jail 319-462-2720

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

2021-2022

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

This agreement is entered into this ____ day of ____, 2021, by and between Jones County, hereinafter referred to as the County; The County Sheriff, hereinafter referred to as the Sheriff; and the City of Monticello hereinafter referred to as the City.

I

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

II

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

III

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

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

IV

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

1. **SERVICE AREA:** The Sheriff shall provide general communication services within the corporate limits of the City.
2. **ENFORCEMENT RESPONSIBILITIES:** The Sheriff shall provide communication services for the City. The Sheriff shall not be required to assume any other communication services or function not consistent with those customarily performed by the Sheriff and under the Charter of the County and Statutes of the State.
3. **DELIVERY OF SERVICE:** The Sheriff shall deliver 24-hour service of communication services. This agreement shall commence July 1, 2021 and shall terminate on June 30, 2022.
4. **SERVICE MANAGEMENT:** The planning, organization, scheduling, directions and supervision of the Sheriff's personnel and all other matters incident to the delivery of general communication services to the City shall be determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of the personnel working in the Dispatch Center.
5. **RESPONSIVENESS:** The Sheriff shall give prompt consideration to all requests of the City regarding the delivery of general communication services. The Sheriff shall make every effort to comply with these requests if they are consistent with good communication service practices.
6. The City shall fully assist in the migration and merger of all TAC 10 related data onto a County owned and controlled database.
7. The City shall fully assist the County, at the County's request, in the ongoing management of said software and data to ensure database and software compatibility.
8. The City shall be responsible for the purchase of any and all hardware and software required for TAC 10 data collection.
9. The County shall be responsible for the purchase of any and all hardware and software required for TAC 10 data storage.
10. The County shall host all the City's TAC 10 related software and data and agrees, to the best of its ability, to secure and manage said data on behalf of the City.

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

V

RESOURCES. Resources shall be provided as follows:

1. **COUNTY RESPONSIBILITY:** Unless specifically agreed to in another part of this agreement, the County shall furnish all labor, equipment, facilities and supplies required to provide communication and TAC 10 Data Management services to the City.

2. **INDIVIDUAL OWNERSHIP OF PROPERTY:** The County and City shall retain title to the property each may require to fulfill its obligation under this agreement and, upon termination of this agreement, each party may dispose of its property as it sees fit. All data that is integrated, merged or collected pursuant to this agreement shall remain the sole property of Jones County and shall not be disintegrated from County owned and controlled database.

3. In the event there are additional costs associated with the City's request to separate from the County controlled TAC 10 Data Management, the City shall be responsible for all costs, with no expense to the County.

VI

LIABILITY. Liability shall be assumed as follows:

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

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

VII

PERSONNEL.

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

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

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

VIII

FEES. Fees and payments shall be as follows:

1. The total sum the City shall pay the County is **\$25,218** for the period of July 1, 2021 through June 30, 2022 for general communication and TAC 10 Data Management services delivered during the term of this agreement.
2. BILLING: The County shall receive from the City **\$25,218** per year for Dispatch services. This payment shall be made by check payable to the Jones County Sheriff, and be delivered to the Sheriff's Office in Anamosa, Iowa 52205. Payments may be made during the term of this agreement as long as the entire balance is paid by May 15, 2022.
3. DELINQUENCY: In the event the County does not receive the entire balance due by May 15, 2022, a 5% penalty based on the delinquent amount will be added to the unpaid balance amount owed. If the City does not make full payment of the amount owed within 60 days of the expiration of this contract, the County will terminate this agreement and any current agreement until the balance due is paid in full. The City shall be liable for general communication and TAC 10 Data Management services rendered to the time of termination.

IX

TERM. This agreement shall take effect on July 1, 2021 and shall continue through June 30, 2022. This agreement shall automatically renew on an annual basis unless either the Sheriff, the County or the City provide written notice of termination to all other parties at least sixty days prior to termination of this agreement. This agreement can also be terminated at any time by mutual consent of all parties.

Dated this _____ day of _____, 2021

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

Dated this _____ day of _____, 2021

By: _____, Mayor, City of Monticello

Dated this _____ day of _____, 2021

By: _____, Sheriff, Jones County

City Council Meeting
Prep. Date: 1/13/2021
Preparer: Sally Hinrichsen



Agenda Item: # 7 + 8
Agenda Date: 01/18/2021

Communication Page

Agenda Items Description: Resolution to Preliminarily approving a Development Agreement between the City of Monticello and BR3 Development, LLC and scheduling a Public Hearing on the proposed agreement. **Potential Resolution** Preliminarily finding that certain property as described herein, located within the Monticello City limits, is blight and /or prime for economic development, directing staff to proceed with the process to Amend the City of Monticello Urban Renewal Area and Plan and to schedule a Public Hearing on the proposed Urban Renewal Area and Plan amendments for the 1st day of March 2021 at 6:00 p.m.

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

Attachments & Enclosures:

Proposed resolutions
Proposed Development Agreement
Proposed Assessment Agreement

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The proposed Development Agreement provides tax incentives that are consistent with incentives previously offered to developers and approved by the Council

Background Information: BR3 Development is proposing a grocery /retail facility near intersection of North Main and East First Street after demolishing existing structures. The investment in the property is exciting and great for Monticello.

After the approval of the Agreement, the City will need to begin the process of modifying the Urban Renewal Area to include the BR3 Development property. The Urban Renewal Plan will need to be amended to add this proposed project.

These processes will require a Public Hearing as well. It is anticipated to schedule the public hearings for March 1st, 2021

Staff Recommendation: I recommend that the Council preliminarily approve the proposed Development Agreement and set the final approval at the Public Hearing on March 1st, 2021. The approve Resolution to take initial steps /action to add BR3 Development property to existing Urban Renewal Area /TIF District and set the Public Hearing for March 1st, 2021.

The City of Monticello, Iowa

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

RESOLUTION #2021-

Resolution Preliminarily approving a Development Agreement between the City of Monticello and BR3 Development, LLC and scheduling a Public Hearing on the proposed agreement.

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

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

WHEREAS, the City proposes to enter into a Development Agreement, the “Development Agreement”, with BR3 Development, LLC (the “Developer”) with regard to the construction of a 27,500 sf grocery/retail facility near the intersection of N. Main and E. 1st Street after demolishing existing structures at that locations, and

WHEREAS, the Development Agreement is proposed to include incentives that include tax rebates and TIF Grants payable over a period of years in an amount that will not exceed \$835,050 under the authority of Chapter 403 of the Code of Iowa, and

WHEREAS, it is necessary to set a date for a public hearing on the Proposed Development Agreement pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Monticello, Iowa, as follows:

Section 1. The City Council, by the approval of this Resolution, shall be deemed to have preliminarily approved the proposed Developer’s Agreement and incentives offered therein, subject to the completion of those tasks and obligations of the Developer set forth therein, and further subject to public comment and input yet to be received by the City Council and to future formal approvals related to the addition of the property on which the development is planned to the Monticello Urban Renewal Area and inclusion of the proposed project within the Urban Renewal Plan.

Section 2. This City Council shall meet on the 1st day of March, 2021, at 6:00 o'clock p.m., at the Monticello Renaissance Center, Community Media Room, in the City, at which time and place proceedings will be instituted and action taken to consider the formal and final approve of the proposed Development Agreement.

Section 3. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City, said notice shall be substantially consistent with the proposed Notice attached hereto, and

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

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 ____ Day of _____, 2021.

Brian Wolken, Mayor

Sally Hinrichsen, Monticello City Clerk

**NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH
BR3 Development, LLC**

The City Council of the City of Monticello, Iowa, will meet at the Monticello Renaissance Center, Community Media Room, Monticello, Iowa, on the 1st day of March, 2021, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City of Monticello and BR3 Development, LLC with respect to the demolition of existing structures and construction of a new 27,500 sf Grocery/Retailer at the intersection of N. Main and E. 1st Street, generally, at the estimated cost of \$6,000,000. The agreement provides for tax rebates and grants over a period of up to 15 years in a total amount not to exceed \$835,050 as authorized by Chapter 403 of the Code of Iowa. The Developer has further agreed to a minimum assessment agreement mandating that the improvement be assessed at the minimum value of \$1.25 million during the term of the agreement. The Developer has also agreed to donate unused ground to the City, between the developed area and Kitty Creek, to the City for Park and Recreation expansion and/or other permissible City use.

The Agreement to make said grant payments from incremental property tax payments will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Monticello Urban Renewal Area.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at said meeting or at an adjournment thereof, take additional action to approve the Development Agreement as written, approve the agreement as amended, or may abandon the proposal.

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

Sally Hinrichsen
City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Monticello, Iowa (“City”) and BR3 Development, LLC, (“Developer”) as of the _____ day of _____, 2021.

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

WHEREAS, the Developer intends to acquire certain real property which is situated within the Urban Renewal Area and more specifically described on Exhibit A hereto (the “Property”), on which the Developer will undertake the construction of a 27,500 square foot grocery/retailer at the approximate cost of \$6,000,000 including the purchase of land, demolition of existing buildings, site improvements, and building construction (the “Project”); and

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

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

1. That a public purpose will reasonably be accomplished by the provision of tax incentives, grants, and other financial assistance to the Developer. That the Monticello City Council had previously identified a portion of the property to be demolished for this project as a blighted old industrial site that should be demolished and removed from the site, actually taking steps to acquire and demolish said structure via a FEMA HMGP grant that if approved would have required a 10% cost share by the City.
2. That the construction of a 27,500 SF facility will provide new tax base to the community, even if rebated for an extended period of time.
3. That the proposed grocery/retail use will create jobs, provide local option sales tax proceeds, both at the location and at other locations, where customers and employees stop to make purchases before and after their work shifts.
4. That the Developer has agreed to transfer relatively significant portions of the property to the City at no cost to utilize for Park and Recreation activities, said property having previously been identified by the City as a desired piece of property for recreation including but not limited to the expansion of the City trail. (See Exhibit “A” hereto for general display of area to be transferred to the City.) All surveying costs shall be borne by the Developer without contribution from the City.

5. The Council has considered the overall impact the proposed development will have on the community, weighing the overall benefits of the business, including the receipt of property and local option sales taxes, and finds that the benefits to the Citizens, Local Businesses, and tax base of the City warrants and justifies the incentives and easily outweighs the amount of funds dispensed by way of and consistent with the terms of this Development Agreement.

NOW THEREFORE, the parties hereto agree as follows:

A. Developer Covenants

1. The Developer agrees to acquire the Property and to construct the Project on the property.
2. The Developer agrees to make timely payment of all property taxes as they come due throughout the term of this Agreement with respect to the Property and to submit proof of payment to the City Clerk if and when requested.
3. The Developer agrees that the Project will continue to be used for grocery/retailer or similar purposes during the term of this agreement.
4. The Developer agrees to enter into a lease agreement with a grocery/retailer that covers the time frame commencing from Project completion throughout the term of this agreement. The termination of the lease prior to the end of the Term (as hereinafter defined) of this agreement shall be considered a *default* of this agreement by the Developer, whether said lease is terminated by the Developer or the Lessee, unless the lease is terminated in conjunction with the entry of a new lease with a tenant providing the same or similar, retail, services to the community.
5. The Developer agrees to certify to the City by no later than October 15th of each year during the Term, as hereinafter defined, commencing October 15, 2021¹, an amount (The “Developer’s Estimate”) equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by:

(1) Determining the consolidated property tax levy (City, County, School, Etc.) then in effect with respect to taxation of the Property;

(2) Reducing the Consolidated Tax Rate by the following to create an “Adjusted Levy Rate”:

(a) the debt service levies of all taxing jurisdictions, and

¹ The Developer’s Certification by October 15, 2021 will allow the City Clerk to include the amount estimated to be due for FY ‘23 in the TIF Certification due by 12/1/2021. The Certification will allow the City to receive necessary increment for payments to the developer in FY ‘23.

(b) the school district instructional support and physical equipment plant levies, and

(c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

(3) Multiplying the resulting Adjusted Levy Rate by any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Jones County, above and beyond the "Base Valuation" which is agreed to total \$100,000, resulting in the "Estimated Incremental Property Tax Revenues", and then

(4) Deducting property tax credits, if any, applicable to the Property from the "Estimated Incremental Property Tax Revenues", to create the "Actual Incremental Property Tax Revenues".

The calculations resulting in the Developer's Estimate will be set forth on the worksheet attached hereto, marked Exhibit B, and submitted to the City for review. The City reserves the right to review and request revisions to the Developer's Estimate to ensure the accuracy of the figures submitted. Any disagreement with regard to the calculations used to arrive at the Developer's Estimate, and/or the final estimate itself, that cannot be resolved by the Parties, shall be decided by and in the sole discretion of the City. The City will provide reasonable assistance to the Developer in the completion of this worksheet upon request.

6. Minimum Assessment Agreement. The Developer agrees to enter into an "Assessment Agreement" in substantially the form attached hereto, marked Exhibit C, pursuant to §403.6 of the Iowa Code fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the proposed project, at not less than one-million two-hundred fifty thousand dollars (\$1,250,000), hereafter referenced as the "Minimum Assessed Valuation" as of January 1, 2022, the first valuation date. It is the stated intention of the Developer that the Minimum Assessed Valuation shall be established on the Jones County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall remain in effect throughout the Term of this Agreement, as hereinafter defined.

7. Default Provisions. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

(1) Failure by the Developer to own and maintain the Project pursuant to the terms and conditions of this Agreement.

(2) Failure by the Developer to fully and timely remit payment of property taxes when due and owing.

(3) Failure by the Developer to maintain a tenant in the property, using the property for “grocery/retailer” or similar purpose.

(4) Failure of the Developer to comply with Sections A(1) through A(6) of this Agreement.

In the event of a default the City shall provide written notice to the Developer, describing the default and the steps necessary to remedy or cure the Default. The Developer shall be given thirty (30) days from the date of mailing or personal service, including the date of mailing or personal service as the case may be, to remedy or cure the default or to provide adequate assurances to the City that the Default will be cured on a schedule that is agreeable to the City. If the Developer fails to cure the default or provide assurances, the City shall then be authorized to:

(1) Pursue any action available to it, at law or in equity, in order to enforce the terms of this agreement.

(2) Withhold the Payments provided for under Section B, below.

B. City’s Covenants

- 1. Rebate Payments.** In recognition of the Developer’s obligations set out above, the City agrees to make 30 semi-annual economic development tax increment payments (the “Rebate Payments”) to the Developer during the term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided, however, that the aggregate total amount of the Payments shall not exceed \$715,050 (The “Maximum Payment Total”), and all payments under this Agreement shall be subject to annual appropriation by the City Council, as further described herein.

This Agreement is based upon the agreed upon minimum assessment of \$1.25 million dollars going on the tax rolls as of January 1, 2022. Based thereon, the first tax payment based upon the agreed upon Minimum Assessment valuation would be made in September, 2023. Accordingly, the Rebate Payments will be made on or about the 1st of December and the 1st of June each fiscal year, beginning on December 1, 2023 and continuing thereafter until all 30 semi-annual payments have been made or until such earlier time as the aggregate amount of Total Payments (as hereinafter defined) made under this Agreement equals \$715,050. All payments made under this Agreement shall be subject to annual appropriation by the City Council as provided hereunder.

No payment shall exceed an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Property during the six (6) months immediately preceding each Payment date.

- 2. Rebate Payment Amounts.** The aggregate Payments to be made in any fiscal year shall not exceed an amount that is equal to the corresponding Appropriated Amount. (For example, for the Payments due on December 1, 2023 and on June 1, 2024, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2022.) Furthermore, the amount of each such

Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” (payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Jones County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding the extant Payment due date.

3. **Grant Payments.** The City further agrees to make a series of economic development grants. (The “Grant Payments”) The Grant Payments and the Rebate Payments are collectively referred to as the Total Payments. The Grant Payments shall be made to the Developer as follows:
 - a. **Grant Payments related to Land Purchase:** The City will provide a grant, payable in five equal installments, equal to \$20,000 per acre of property generally used for purposes of the project. The “Land Purchase” grant will total \$120,000, and will be paid as follows:
 - 1). Upon completion of construction and the issuance of an occupancy permit from the City with respect to the completed Project a Grant Payment in the amount of \$20,000.
 - 2). At the first through fifth year anniversary of the issuance of the occupancy permit, so long as the Developer is not in default on any term of this agreement, The Developer will receive a Grant Payment in the amount of \$20,000.
4. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section 2 above, then the City Clerk will certify by December 1 of each such year to the Jones County Auditor an amount determined to be appropriate by the City Clerk after reviewing and considering the Developer’s Estimate calculated in accordance with Section A(5) above.
5. **Annual Appropriation.** The Total Payments shall not constitute general obligations or the City, but shall be made solely and only from incremental property taxes received by the City from the Jones County Treasurer which are attributable to the Property, in the case of the Rebate Payments, and the Monticello Urban Renewal Area with respect to the Grant Payments.

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

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

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

6. **Maximum City Obligation:** The City of Monticello shall, in no event, make payments to the Developer as outlined herein an any amount that exceeds the maximum obligation of the City that is hereby agreed to be the following:
 - a. **Rebates:** As provided by B(1) and (2) herein, Tax Rebates payable by the City to the Developer shall not exceed \$715,050 over the term of this this agreement.
 - b. **Grants:** As provided by B(3)(a)(1) and (2) herein, Grants payable by the City to the Developer shall not exceed \$120,000 over the term of this agreement.

C. Administrative Provisions

1. **Amendment and Assignment:** This Agreement may not be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.
2. **Successors:** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
3. **Term:** The term of this agreement shall commence on the Commencement Date and end after payment of the anticipated 30 semi-annual payments or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.
4. **Choice of Law:** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.
5. **Force Majeure:** Neither Party is responsible for any failure to perform its obligations of satisfy a condition under this agreement upon the occurrence of a Force Majeure Event. When the nonperforming party is able to resume performance or satisfy the conditions, it will promptly give the other party written notice to that effect and shall resume performance under this agreement. For the purposes of this agreement, a "Force Majeure Event" is an act or event that (i) prevents the nonperforming party from performing its

obligations under this agreement or satisfying any conditions to the performing party under this agreement; (ii) is beyond the reasonable control of and not the fault of the nonperforming party; and (iii) is beyond the nonperforming party's ability to avoid or overcome by the exercise of commercially reasonable due diligence. A Force Majeure Event includes the following, without limitation: an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism, or civil disorder; extraordinary shortages in labor or materials; a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not); exceptional weather conditions; and discontinuation of electricity supply or other necessary utilities to the Property.

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

City of Monticello, Iowa

By _____
Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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

EXHIBIT B

COMPANY'S ESTIMATE WORKSHEET

- 1) Date of Preparation: _____, 20____.
- 2) Taxable Valuation of Property as of _____, 20____:
\$_____.
- 3) Base Taxable Valuation of Property for purposes of Agreement: (*January 1, 2022*)
\$100,000.
- 4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (*the "TIF Value"*).
- 5) Current City fiscal year consolidated property tax levy rate for purposes of calculating
Incremental Property Tax Revenues (*the "Adjusted Levy Rate"*).¹
\$_____ per thousand of value.
- 6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$ _____ /1000 = \$ _____ (*the "TIF
Estimate"*).
- 7) Property Tax Credits \$_____
- 8) TIF Estimate (6) less Property Tax Credits (7) \$_____ (*Developer's Estimate*)

¹ Provided with guidance from the City, taking into account the reduction of the Consolidated Levy by protected levies.

**Preparer Info: Doug Herman, Lynch Dallas, P.C.; 526 Second Ave S.E., P.O. Box 2457
Cedar Rapids, IA 52406-2457; Phone: 319.365.9101**

ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the ____ day of _____, 20__, by and among the City of Monticello, Iowa (the "City"), BR3 Development, LLC (the "Company"), and the County Assessor of Jones County (the "Assessor").

WITNESSETH

WHEREAS, the Company owns the real property, the legal description of which is contained in Exhibit A attached hereto (the "Property"), which is located in the Monticello Urban Renewal Area in the City; and

WHEREAS, a development agreement (the "Development Agreement"), dated _____, _____, has been executed between the City and the Company with respect to the renovation of existing building (the "Project") on the Property for leasing to Hy-Vee, Inc. and use in the business operations of Hy-Vee grocery store; and

WHEREAS, the Assessor's records show the valuation for the Property, including all property to be acquired by the Developer, and any improvements as of January 1, 2021 to be \$225,560; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City, and the Company desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 2022, and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2022 the minimum actual value which shall be assessed for the Property, considering the improvements to be constructed thereon, shall be One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000) until termination of this Agreement.
2. The Company hereby agrees that the assessed valuation (hereinafter referred to as the "Minimum Actual Value") set forth in Section 1 above shall become and remain effective as of January 1, 2022, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Company acknowledges that the City has chosen to enter into a Development Agreement with the Developer at least in part because of Developer's agreement to the terms set forth herein related to Minimum Valuation and Assessment.
3. The Company agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Company further agrees that until this Agreement is terminated it will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.
4. This Agreement, and the minimum assessed valuation established herein, shall be effective until such time as the City's obligation to make Payments (as defined in the Development Agreement) has been satisfied in full. (The "Term")
5. Nothing herein shall be deemed to waive the Company's rights under Section 403.6(19) Code of Iowa, (2019) or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value.
6. This Agreement shall be promptly recorded with the Jones County Recorder, along with a copy of Iowa Code Section 403.6.
7. All lienholders shall have signed consents to this Assessment Agreement, which consents are attached hereto and made a part hereof.
8. Neither the preamble nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Company, including the Development Agreement.

LIENHOLDER'S CONSENT, IF ANY

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to, and confirms the Assessment Agreement entered into between the parties, and agrees to be bound by its terms. This provision shall be binding on the parties and their respective successors and assigns.

[NAME OF LIENHOLDER]

By: _____
Signature

Date: _____

STATE OF IOWA)
) §
COUNTY OF JONES)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ the _____ of _____.

Notary Public

[If no Lienholders exist, this consent will not be completed]

CERTIFICATION OF ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above-described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements as of January 1, 2022, shall be not less than One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000) until termination of the Agreement.

County Assessor for Jones County,
State of Iowa

STATE OF IOWA)
) §
COUNTY OF JONES)

Subscribed and sworn to before me by _____, Assessor for the County of Jones, Iowa.

Notary Public in and for the State of Iowa

The City of Monticello, Iowa

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

RESOLUTION #2021- ____

Resolution preliminarily finding that certain property as described herein, located within the Monticello City Limits, is blighted and/or prime for economic development, directing staff to proceed with the process to Amend the City of Monticello Urban Renewal Area and Plan, and to schedule a Public Hearing on the proposed Urban Renewal Area and Plan amendments for the 1st day of March 2021 at 6:00 p.m.

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development, or a combination thereof of said area is necessary and in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, the City Council (the "Council") of the City of Monticello (the "City") has previously created the Monticello Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property as generally described within Exhibit A attached hereto, and

WHEREAS, the Council preliminarily finds by the passage of this Resolution that the proposal demonstrates that sufficient need exists to warrant finding the area shown in Exhibit A includes both blighted areas and areas prime for economic development and/or both, and

WHEREAS, the Council has reviewed a proposed amendment to the City of Monticello Urban Renewal Plan as set out within Exhibit B attached hereto, and

WHEREAS, the Council directs that the proposed expansion of the Urban Renewal Area and proposed amendment to the Urban Renewal Plan shall be formally considered by the City Council at a Public Hearing as required by Iowa Code §403.5(3) and finds that the Public Hearing shall be set for the 1st day of March 2021 at 6:00 p.m. at the Regular City Council meeting, and

WHEREAS, to that end, the Council directs the City Clerk to publish notice of the Public Hearing, as set forth within Exhibit C attached hereto, in the Monticello Express, same to appear in the February 17, 2021 edition of the Monticello Express, falling in the required "publication timeframe" of no more than twenty (20) nor fewer than four (4) days prior to the scheduled hearing date with copies of the Public Hearing Notice to be mailed to the Monticello Community School District and the Jones County Board of Supervisors, and

WHEREAS, the City of Monticello Planning & Zoning Board shall convene during the week of January 25-29, 2021 to review the proposed amendments to the Urban Renewal Area and Urban Renewal Plan to review conformity with the general plan for the development of the municipality as a whole and to make recommendations, if any, with regard to the proposed amendments, the recommendations to be submitted to the City Council no later than thirty (30) days after consideration, and

WHEREAS, at the conclusion of the Public Hearing, the City Council shall consider the approval of a final Resolution of Necessity, a Resolution approving amendments to the City of Monticello Urban Renewal Plan and Urban Renewal Area, as well as an Ordinance establishing the Amended Urban Renewal Area as a Tax Increment Financing District (TIF District).

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby preliminarily determine and resolve that the properties set out within the attached Exhibit A are both blighted areas and/or areas prime for economic development, and that the City should move forward with the steps set forth within the body of this Resolution required to consider amendments to the City Urban Renewal Area and Plan, and that a Public Hearing should be set, for the reasons stated herein, for the 1st day of March, 2021 at 6:00 p.m., with notice of the Hearing to be published in the Monticello Express on February 17, 2021.

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 ____ day of _____, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

Attachments:

Exhibit A: Description of properties to be added to the Monticello Urban Renewal Area as blighted areas and/or areas prime for economic development

Exhibit B: Proposed amendment to the City of Monticello Urban Renewal Area and Plan

Exhibit C: Public Hearing Notice

CITY OF MONTICELLO, IOWA
2021
URBAN RENEWAL PLAN AMENDMENT No. 1
&
URBAN RENEWAL AREA AMENDMENT No. 1

The Urban Renewal Area (the "Area") and the Urban Renewal Plan (the "Plan") are being amended for the purpose of adding property to the Area and authorizing the addition of an Urban Renewal Project to the Plan.

Area Amendment

The area proposed to be added to the Original City of Monticello Urban Renewal Area is located along Main Street, near the intersection of Main and 1st Streets. Some of the property proposed to be added has been subject to flood related damage over the years and fits the definition of blighted. Some of the property is home to an old industrial facility now used for warehousing in addition to low lying flood plain, while another property is home to an existing restaurant business, all of said property being prime for economic development. The area also includes adjacent streets that are not yet included within the Urban Renewal Area.

See Exhibit A, attached hereto, for Legal Descriptions of Parcels proposed to be added to the Monticello Urban Renewal Area

Plan Amendment

Upon the approval of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

Project: Grocery/Retailer Development: The project is proposed to be constructed on the property commonly known locally as the "Old Energy Building" and the adjacent home/property to the north thereof. The proposed project will follow the demolition of the existing structures and will result in a new 27,500 sf +/- "Grocery/Retailer" with adequate parking. The project will also include the donation by the Developer of a significant amount of property to the City to be used by the City for Park and Recreation or other appropriate City uses.

Name of Urban Renewal Area: Monticello Urban Renewal Area

Year of Establishment of Urban Renewal Area: 1992 as amended from time to time

Date of Council Approval of Project: _____, 2021

Description of Use of TIF

The City has preliminarily approved a Development Agreement providing economic incentives to the Developer "BR3 Development, LLC" including Tax Rebates over 15 years and TIF Grants totaling \$120,000 payable \$20,000 per year, with the first payment being due upon the issuance of an occupancy permit and following payments being due on the anniversary date of that payment until paid in full, all of same being subject to annual appropriation by the City Council. The Agreement also requires that the Developer agree to a Minimum Assessment Agreement, whereby the property will be assessed at the minimum amount of \$1,250,000 as of January 1, 2022. The Developer has also agreed to transfer a significant portion of the property acquired by the Developer that is not needed for their project, to the City for use by the City for Park and Recreation and/or any other legal purpose.

Financial Information.

The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	\$12,897,414 ¹
Outstanding general obligation debt of the City:	\$2,845,100 ²
Proposed debt to be incurred in connection with this Amendment:	\$835,050 ³

¹ This number represents the Constitutional Debt limit entering FY '22

² This number represents the Total G.O. Debt entering FY '22 which does not include development agreements providing for TIF payments NOT subject to Annual Appropriation. The total remaining due over the life of those agreements is approximately \$119,430. Also excluded from this number are agreements providing for the payment of TIF incentives that are subject to Annual Appropriation. The total remaining due over the life of said agreements is approximately \$2,973,580. The City also has other "Non-GO" debt in the total amount of \$114,675.

³ Proposed Debt to be incurred in connection with this amendment is based upon an estimated Incremental Tax Valuation of \$1,400,000 at the current millage rate of \$34.05 per thousand over fifteen (15) years without considering Business Property Credit which would not be a significant factor equals \$715,050, and a TIF Grant totaling \$120,000. (Total "incentive" package estimate: \$835,050)

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED URBAN RENEWAL AREA AND AMENDED MONTICELLO URBAN RENEWAL PLAN

Notice Is Hereby Given that a Public Hearing will be held on the 1st day of March 2021 at 6:00 o'clock p.m., at the Mary Lovell LeVan Monticello Renaissance Center, Community Media Center, 220 East First Street, on the Proposed Expansion of the Monticello Urban Renewal Area and Proposed Amendment to the Monticello Urban Renewal Plan pursuant to and consistent with Chapter 403 of the Iowa Code.

The following properties are proposed to be added, the general description being set forth herein as allowed by Iowa Code Section 403.403.5(3)

The "Old Energy Building" property located at 100 N. Main Street.

The La Hacienda Property which includes the lot and building located at the corner of Main and 1st as well as back lots and property located behind the building and adjacent to the remaining portion of Locust Street and the Locust Street ROW. (Property owned by Arnulfo and Karen Arriaga LLC and the City of Monticello)

The "Residential" property located at 122 N. Main Street, including the property also owned by the owners of 122 N. Main Street that lies behind the home, generally described as extending to E. 1st Street on the south and Kitty Creek on the east.

IN ADDITION TO THE FOLLOWING PUBLIC STREET RIGHT-OF WAYS:

All of E. 1st Street lying between the intersection of E. 1st Street and Main Street, in a easterly direction until the point at which it meets the western boundary extended of Parcel 0222400012, said parcel currently being in the Urban Renewal Area and TIF District

The proposed amendment to the Urban Renewal Area and Plan, allow the property, and development thereon, to be subject to the provisions of the plan.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Sally Hinrichsen
City Clerk

City Council Meeting
Prep. Date: 1/16/2021
Preparer: Sally Hinrichsen



Agenda Item: # 9
Agenda Date: 01/18/2021

Communication Page

Agenda Items Description: Resolution Directing City Clerk to sign the Assurance with Respect to real Property Acquisition of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as Amended and other SRF loan documents

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

Attachments & Enclosures:

Proposed Resolution
Assurance form

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: City to sign the Assurance with Respect to real Property Acquisition of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as Amended and other SRF loan documents Request of Senior Dining program for annual appropriation.

Background Information: The City of Monticello previously approved of submission of the State of Iowa Revolving Loan Fund (SRF) application for the Sewer Plant upgrade project.

The City was notified on January 11, 2021, that the State Revolving Fund has been approved the Planning and Design application in the amount not to exceed \$595,000 for sewer system improvements. The City will be added to the State Revolving Loan Intended Use Plan project list for approval on March 16, 2021. Once approved, the City can request reimbursement of costs incurred for the planning and design of the Sewer Plant upgrade project on or about March 19, 2021.

The SRF funds loan can be used for costs incurred during the planning and design stage of the Sewer Plant upgrade project. As these funds are from a federal program, actual construction cannot begin on the project until an appropriate environmental assessment has been conducted and approved by the Iowa Department of Natural Resources.

The City is required to submit the EPA property acquisition form, as attached and proceed with actions to ensure other paperwork prior to receiving reimbursement for disbursements.

Staff Recommendation: I recommend that the Council approve the resolution Directing City Clerk to sign the Assurance with Respect to real Property Acquisition of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as Amended and other SRF loan documents

THE CITY OF MONTICELLO, IOWA

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

RESOLUTION

Resolution Directing City Clerk to sign the Assurance with Respect to real Property Acquisition of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as Amended and other SRF loan documents

WHEREAS, The City Council previously approved of submission of the State of Iowa Revolving Loan Fund (SRF) application for the Sewer Plant upgrade project, and

WHEREAS, The City was recently notified the State Revolving Fund has been approved the Planning and Design application in the amount not to exceed \$595,000 for sewer system improvements, and

WHEREAS, The City will be added to the State Revolving Loan Intended Use Plan project list for approval on March 16, 2021. Once approved, the City can request reimbursement of costs incurred for the planning and design of the Sewer Plant upgrade project on or about March 19, 2021, and

WHEREAS, The SRF funds loan can be used for costs incurred during the planning and design stage of the Sewer Plant upgrade project. As these funds are from a federal program, actual construction cannot begin on the project until an appropriate environmental assessment has been conducted and approved by the Iowa Department of Natural Resources, and

WHEREAS, The City is required to submit the EPA property acquisition form, as attached and proceed with actions to ensure other paperwork prior to receiving reimbursement for disbursements.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its City Council, in session this 18th day of January, 2021 does hereby direct the City Clerk sign the necessary documents and to continue to take steps required to ensure eligibility for State of Iowa Revolving Loan Funds when the time comes to request reimbursement of funds related to the planning and design of the Sewer Plant upgrade project.

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 18th day of January, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

U.S. ENVIRONMENTAL PROTECTION AGENCY

ASSURANCE WITH RESPECT TO REAL PROPERTY ACQUISITION
OF TITLE III OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY
ACQUISITION POLICIES ACT OF 1970 AS AMENDED

The _____ (Applicant) hereby assures that it has authority under applicable State and local law to comply with Section 213 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, 84 Stat. 1894 (42 U.S.C. 4601) as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, Title IV of Public Law 100-17, 101 Stat. 246-256 (42 U.S.C. 4601 note) and 49 CFR 1.48(cc); and certifies, assures and agrees that, notwithstanding any other provision set forth in the application.

1. For projects resulting in the displacement of any person:

a. It will adequately inform the public of the relocation payments and services which will be available as set forth in Subparts A, C, D and E of 49 CFR 24.

b. It will provide fair and reasonable relocation payments to displaced persons as required by Subparts D and E of 49 CFR 24.

c. It will provide a relocation assistance program for displaced persons offering services described in Subpart C of 49 CFR 24.

d. Comparable replacement dwellings will be available pursuant to Subpart F of 49 CFR 24, or provided if necessary, a reasonable period in advance of the time any person is displaced.

e. In acquiring real property, it will provide at least 90 days written notice to each lawful occupant of real property acquired, stating the date such occupant is required to move from a dwelling or to move his business or farm operation.

2. For projects resulting in the acquisition of real property:

a. It will fully comply with the requirements of Subpart B of 49 CFR 24.

b. It will adequately inform the public of the acquisition policies, requirements and payments which apply to the project.

c. It will make every effort to acquire real property expeditiously through negotiation.

d. Before the initiation of negotiations it will have the real property appraised and give the owner or his representative an opportunity to accompany the appraiser during inspection of the property, except as provided in 49 CFR 24.102(c)(2).

e. Before the initiation of negotiations it will establish an amount which it believes to be just compensation for the real property, and make a prompt offer to acquire the property for that amount; and at the same time it will provide the owner a written statement of the basis for such amount in accordance with 49 CFR 24.102.

f. Before requiring any owner to surrender possession of real property it will pay the agreed purchase price; or deposit with the court, for the benefit of the owner, an amount not less than the approved appraisal of the fair market value of the property; or pay the amount of the award of compensation in a condemnation proceeding for the property.

g. If interest in real property is to be acquired by exercise of the power of eminent domain, it will institute formal condemnation proceedings and not intentionally make it necessary for an owner to institute legal proceedings to prove the fact of the taking of this real property; and

h. It will offer to acquire the entire property, if acquisition of only part of a property would leave its owner with an uneconomic remnant.

References to 49 CFR are citations to Title 49, Code of Federal Regulations, Part 24, published in the Federal Register Vol. 54, No. 40, March 2, 1989.

This document is hereby made part of and incorporated in any contract or agreement, or any supplements and amendments thereto, relating to the above-identified application and shall be deemed to supersede any provision therein to the extent that such provisions conflict with the assurances or agreements provided therein.

(Legal Name of Applicant)

By _____
(Signature of Authorized Representative)

(Date)

City Council Meeting
Prep. Date: 1/14/2021
Preparer: Sally Hinrichsen



Agenda Item: # 10
Agenda Date: 01/18/2021

Communication Page

Agenda Items Description: Resolution Scheduling Public Hearing for the Purpose of Considering the Maximum Tax Dollars to be collected by the City from Certain Levies for the City's Proposed Fiscal Year 2021-2022 Budget for February 15, 2021 at 6:00 p.m.

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: This Resolution schedules a Public Hearing that became a new requirement in the 2019 State of Iowa Legislative session.

Background Information: The City Council is required to hold a Public Hearing to make the public aware of the proposed maximum property tax dollars to be collected from certain levies. If the City's tax revenues will increase more than 2 percent, the Council must approve that increase by a two-thirds vote, instead of a simple majority. (In Monticello's case, a simple majority and 2/3 vote is one and the same, 4 members either way.)

At this juncture we (Staff/Council) are working to finalize the proposed budget. To keep the budget approval process on track, however, we need to schedule this Public Hearing at this time.

Staff Recommendation: I recommend that the Council schedule the Public Hearing on the Maximum Tax Levy for February 15, 2021 at 6:00 p.m.

The City of Monticello, Iowa

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

RESOLUTION #2020-07

Scheduling Public Hearing for the Purpose of Considering the Maximum Tax Dollars to be collected by the City from Certain Levies for the City's Proposed Fiscal Year 2021-2022 Budget for February 15, 2021 at 6:00 p.m.

WHEREAS, Senate File 634 (a/k/a Iowa Code 384.15A) requires that a Public Hearing be held prior to considering the proposed FY 2022 maximum property tax dollars to be collected by the City, at which any resident or taxpayer of the City may present objections against or arguments in favor of the proposed maximum property tax dollars to be collected, and

WHEREAS, The FY 2022 city maximum property tax dollars for the affected levy total must be approved prior to setting the proposed budget public hearing for FY 2022, and

WHEREAS, Notice of the Public Hearing must be published at least ten but no more than twenty days prior to the Public Hearing, and

WHEREAS, Notice shall be published in the Monticello Express, scheduling Public Hearing for the 15th day of February, 2021 at 6:00 P.M. at the Community Media Center, City Council Chambers, Monticello, Iowa, at which any interested resident or taxpayer may be heard on the proposed maximum property tax dollars to be collected from certain levies, and

WHEREAS, The City Clerk is instructed to see to the publication of the appropriate Notice in the Monticello Express, consistent with the above dictates, so that the Public Hearing may be held as scheduled herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby schedule a Public Hearing for the purpose of considering the Maximum Tax Dollars to be collected by the City from Certain Levies for the City's proposed FY 2022 budget for the 15th day of February, 2021 at 6:00 p.m. to be held in the City Council Chambers at the Mary Lovell LeVan Renaissance Center in Monticello, Iowa.

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 18th day of January, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

City Council Meeting
Prep. Date: 1/08/21
Preparer: Sally Hinrichsen



Agenda Item: # 11-
Agenda Date: 01/18/21

Communication Page

Agenda Items Description: Ordinance amending the Code of Ordinances of The City of Monticello, Iowa, By Amending Section 15.04 "Mayor's 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 Mayor's Pay from \$3,600 per year to \$4,800 per year.

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 Mayor's salary to \$4,800 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.

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 the Mayor becomes effective at the beginning of the term of the Mayor is 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 1, 2022.

Recommendation: I recommend that the Council consider the 2nd reading of the proposed Ordinance.

ORDINANCE NO. 738

An ordinance amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Section 15.04 Mayor's Compensation.

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

SECTION 1. SECTION MODIFIED. Section 15.04 of the Code of Ordinances of the City of Monticello, is repealed and the following adopted in lieu thereof:

15.04 Compensation. The salary of the Mayor is three thousand six hundred dollars (\$3,600.00) per year. Effective January 1, 2022, the salary of the Mayor is four thousand eight hundred dollars (\$4,800.00) per year.

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.

1st reading passed by the Council on this 4th day of January, 2021
2nd reading passed by the Council on this _____ day of _____, 2021
3rd reading passed by the Council on this _____ day of _____, 2021

Brian R. Wolken, Mayor

ATTEST:

Sally Hinrichsen, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on this _____ day of _____, 2021.

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 1/15/2021
Preparer: Sally Hinrichsen



Agenda Item: #
Agenda Date: 01/18/2021

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:	
Budget Summary:	
Expenditure:	
Revenue:	

Reports / Potential Action:

1. Mayor
 - a. Potential housing development project
 - b. Employee Handbook
2. City Clerk
 - a. Proposed Sewer rate increases and other funding options for Sewage Treatment Plant
3. Public Works Director
4. Police Chief
 - a. Police and Ambulance reports
5. Park and Recreation
 - a. Update on the Monticello Garden Club disbanding
6. City Engineer

Work Sessions:

Budget Review



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

From the Office of:

Chief of Police

Britt D. Smith

POLICE DEPARTMENT ACTIVITY

For the month of:

DECEMBER 2020

Total Calls for Service: 226 (2678 FOR 2020)

Traffic Stops: 59

Citations: 18

The Police Department participated in the Special Traffic Enforcement Program and conducted heightened enforcement of the motor vehicle laws over the holiday season which resulted in an increased number of traffic stops and citations by officers.

Parking Citations: 13

Arrests: 5;

Operating While Intoxicated or Drugged

Theft 4th

Domestic Assault

Theft 5th

Driving While Barred

Accidents Investigated: 11

None of the accidents were weather related through the month of December.

EMS Assists: 32

Nuisance Warnings: 12

Many of the late fall nuisances that were issued citations for non-compliance had scheduled court dates in December and into January. A few of the more significant nuisances will have some city forced resolutions soon.

Use of Force: 0

Public Complaints: 0

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

Information:

On the evening of December 1st, Linn County Sheriff's Deputies initiated a pursuit that began heading towards Monticello on County Road D62. The pursuit was coming into Monticello. Officer Jordan Koos was able to position himself just outside of the city limits near and deploy spike strips to deflate the vehicles tires. Officer Koos had a successful deployment and the vehicle was brought to a stop prior to entering into the City of Monticello. Vehicle pursuits are inherently dangerous and the actions of Officer Koos and his ability to bring the vehicle to a stop with our spike strips prevent the vehicle from recklessly entering into town and putting the lives of motorist in further danger.

While occurring in January, on the 9th the Police Department responded to a vicious dog call where a dog had gotten lose from a residence and bitten a person. The dog, identified as a pit bull, had gotten out of a residence and bitten a woman walking down the sidewalk. The bite did break skin but did not result in stitches. The dog was unprovoked and determined to be a pit bull. The dog is currently under quarantine for 10 days due to not having an up-to-date rabies vaccination. Once the dog has completed the 10-day quarantine it will removed from the city. The owner has been cited.

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

Britt



201 East South Street
Monticello, IA 52310
319-465-3526

From the Office of:

Chief of Police

Britt D. Smith

Ambulance Service Activity

For the month of:

November, 2020

Total EMS Calls for Service: 76 (677 for 2020 through December 31st, 2020)

Adam 27 (Primary Unit) 74 (51 Transports)
46-City of Monticello Addresses
11-Monticello Nursing/Rehab
7-County Addresses within our Service Area
3-Jones Regional Medical Center Transfers
7-Anamosa Service Area (Anamosa Unavailable)

Adam 28 (Secondary Unit) 2
2-City of Monticello Addresses

December was another busy month, with higher-than-normal amounts of medical calls. Early within the month several were attributed to COVID-19 but as the month progressed, we saw a significant amount of medical assist calls that did not result in a transport of a patient.

MEMT mailed out their annual fundraising letter that was distributed through the Monticello Express. Money raised through their fundraising letter will be used for future equipment purchases and set-a-side for a new ambulance.

I have prepared another township presentation using the 2020 call for service data and will be presenting to the 8 townships that we provide service to throughout Jones, Linn and Delaware counties. We hope to receive another increase from the increase we received the previous year.

Britt

From: The Monticello Garden Club

1/6/21

To: Jacob Oswald, Director Of Parks & Recreation
Berndes Center, 766 N. Maple St.
Monticello, Iowa 52310

RE: Notice of Disbanding Garden Club

Jacob,

The officers of the Monticello Garden Club met today to discuss what the future might hold for the Garden Club and city beautifying projects we have undertaken. Many of our members have had to let go of physically taxing activities because of health concerns and physical limitations. Others who have been so faithful are now in assisted living or nursing home facilities or have graduated from this life to the next. However, we would like to note that several Girl Scouts, their leaders along with Mackenzie Kahler and her children were very helpful in planting and pruning the perennial flowers at the Fountain Park Gardens. Recruitment efforts to expand our membership have resulted in limited success: more families have both parents working; students participate in many extracurricular activities so are not available.

Therefore, the officers decided to contact all current members to explain our decision to disband and release our gardening projects and responsibilities into the capable hands of the City Parks & Recreation Department. This involves the three Fountain Park Garden plots, the three large cement planters at the entrance of the Jones County Fairgrounds and the twelve flower boxes by the upper level of the community building along South Sycamore. While the Fountain Park beds have been planted with spring bulbs and perennials that bloom all summer (don't need to be replanted), the fairgrounds and community building containers have been planted every year with annuals (requiring yearly replanting). All this has been done at the Garden Club's expense.

We are so pleased with the improvements at the Fountain Park: restoring the fountain, adding hardscape near it to make it more accessible to those with physical limitations, pruning around the Monticello sign and the addition of colorful Christmas lighting for the first time this year.

We are believing that your department will continue to maintain the beauty of Monticello's greenescapes. Thank you!

Sincerely,

Monticello Garden Club Officers:

Sharon Kell

Kathy Lamont

Rhonda Meyer

Marilyn Schneiderman

Marilyn Schneiderman
319/480-5628
Marilyn.srt@gmail.com

The library was closed to the public beginning March 17, 2020 due to COVID. The public was able to checkout items via curbside pick up from March 17 - April 4. From April 5 - May 25 no items were checked out from the library. Curbside pickup resumed May 26. We began in-person library visits by appointment on June 23.

Comparing March - June 2019 to 2020

2019	Programs	Attendees	Visitors	Checkouts
March	26	423	2126	2939
April	22	341	1979	2852
May	24	553	2453	2068
June	31	1001	3734	2575
TOTAL	103	2318	10292	10434

2020	Programs	Attendees	Visitors	Checkouts
March	13	188	908	2197
April	4 live online 11 videos	484 99	0	247
May	9 live online 4 videos	85 146	60 curbside pickup only	373
June	19 live online & crafts 3 videos	465 140	261 Curbside until June 23	1720
TOTAL	63	1222 live online 385 videos	1229	4537
Change	-40 (-38%)	-711 (-30.6%)	-9063 (-88%)	-5897 (-56.5%)

If you compare checkouts from July through February of FY19 (25113) to FY20 (24489) we were only down 2% in checkouts (there was a decrease of 300 in February 2020 which may have been the initial impact of COVID)

	Programs	Attendees	Visitors	Checkouts	Digital Checkouts
FY2019	265	5567	24579	35547	5129
FY2020	207 22 videos	4244 1000	16241	29026	6872
Change	-38 (-14.3%)	-323 (-5.8%)	-8338 (-33.9%)	-6521 (-18.3%)	-1743 (-34%)

Heating/Cooling System

Date	Company	Expense	Details	Notes
1/5/2021	LADCO	\$3,154.96	replace northwest unit compressor	
7/20/2020	LADCO	\$1,008.11	leak in west mechanical room	
6-16-2020	LADCO	\$1,391.00	leak in west mechanical room causing dripping in council chambers	library paid 100%
5-19-2020	LADCO	\$1,061.37	misc. issues in main mechanical room downstairs (pd 20%)	
12-3-2019	Next Gen. Htg/Plbg	\$575.53	leak in west mechanical room causing dripping in council chambers	city paid \$600
9-17-2019	Kraus Htg & Plbg	\$116.00	plugged filter and tripped switch	
5-7-2019	Next Gen. Htg/Plbg	\$341.00	Replace hot water recirc in downstairs mechanical room	city paid \$341
5-7-2019	REM	\$126.61	Install time clock for libr recirculating pump	city paid \$126.61
10-17-2017	Kraus Htg & Plbg	\$1,325.00	Remove mtg room geo unit and rezone to entryway unit	
9-11-2017	Kraus Htg & Plbg	\$73.50	Mtg. room geo freon	
7-28-2017	Kraus Htg & Plbg	\$60.00	Mtg. room geo service call	
12-6-2016	Kraus Htg & Plbg	\$1,246.00	replace compressor and reversing valve for mtg rm geo unit	
2-18-2015	Kraus Htg & Plbg	\$55.00	library geo	
TOTAL		\$10,534.08	\$7,190.97 spent from December 2019 - January 2021. Our budget for building repairs for FY20 & FY21 is \$7,000.00	

Ceiling/Roof leak

Date	Company	Expense	Details
5-19-2020	Davis Drywall	\$528.75	patch ceiling leak by meeting room, repaint mtg room and 1 exterior wall,
11-7-2017	Davis Drywall	\$350.00	patch ceiling leak by meeting room, repaint ceiling
3-3-2015	Barnhart Const.	\$50.00	service call roof leak
TOTAL		\$928.75	