

City of Monticello, Iowa

www.ci.monticello.ia.us

Posted on February 26, 2021 at 5:00 p.m.

Monticello City Council Meeting March 1, 2021 @ 6:00 p.m.

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

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

- 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	February	15, 2021
Approval of Payroll	February	25, 2021
Approval of Bill List		

Motions: None

Public Hearings:

1. **Public Hearing** on proposed BR3 Development LLC Development Agreement
2. **Resolution** Approving BR3 Development LLC Development Agreement
3. **Public Hearing** on designation of expanded Urban Renewal Area and Amended Monticello Urban Renewal Plan, finding that certain property is blighted and/or prime for Economic Development
4. **Resolution** approving Proposed Amendments to Urban Renewal Area and Plan and Development Agreement

5. **Ordinance** providing for the Division of Taxes levied on Taxable Property in the 2021 Addition to the Monticello Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa (1st reading)
6. **Public Hearing** on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement
7. **Resolution** taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a \$595,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note. (IFA Interim Loan and Disbursement Agreement)

Resolutions:

8. **Resolution** authorizing the Mayor or City Clerk to sign all documents related to the USDA Rural Development Grant providing funding to assist with the Sixth Street Ditch Waterway Project
9. **Resolution** to approve the 28E Agreement with the Monticello Community School District for the School Resource Officer Position
10. **Resolution** Approving an Exemption from Payment of Sewer Rental Fees for Orbis, Division of Menasha
11. **Resolution** to approve bid related to Sanitary Sewer Repairs on East Seventh Street and Sycamore Street
12. **Resolution** to preliminarily approve the proposed amendment to the Northridge Addition development plan
13. **Resolution** preliminarily accept proposal for 103 West First Street related to restoring /making improvements and tentatively accept the RFP and possibly setting public hearing
14. **Resolution** scheduling Public Hearing on proposed vacation of active road right of way generally described as -1/2' x80' portion of Locust St lying SEly of Ely ext of S In OP Lot 51 & N of Energy Company Place Lot 1 for April 5, 2021 at 6:00 p.m.

Ordinances:

- 15 **Ordinance** Amending the Code of Ordinances of The City of Monticello, Iowa, By Amending provisions pertaining to Section 22.02 "Library Board of Trustees" (2nd reading)

Reports / Potential Action:

1. Mayor
 - a. Pending SF143 State Legislation response
2. City Administrator
3. City Clerk
 - a. 103 West First Street building update
 - b. IDOT COVID funding
4. Public Works Director
5. Police Chief
 - a. Ambulance Annual Report
6. Park and Recreation
 - a. Middle School discussion
7. City Engineer

Work Sessions:

None

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. Mask is required to
attend the meeting and seating is limited.

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

City of Monticello is inviting you to a scheduled Zoom meeting.

Topic: March 1st, 2021 City Council Meeting

Time: Mar 1, 2021 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 675 587 6357

One tap mobile

+13126266799,,6755876357# US (Chicago)

+16465588656,,6755876357# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 675 587 6357

Find your local number: <https://us02web.zoom.us/j/kn0QBsGaY>

Regular Council Meeting
February 15, 2021 – 6:00 P.M.
Community Media Center

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

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

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

PFM Financial Advisor Matt Stoffel gave a power point presentation on Sewer Plant Plan of Finance Discussion. Stoffel reviewed various options on how Council could finance the upgrades to the Sewer Treatment Plant. Options included using sewer revenue only and raising the sewer rates to cover the cost; or funding partially with sewer revenue and partially with TIF or debt service, which would keep sewer rates lower. Stoffel recommended setting sewer rates separately and not tied to the water rates, as they are currently. Stoffel will work with the City's Bonding Attorney John Danos and city staff with the SRF loan and future funding of the sewer plant upgrades.

Mayor Wolken opened the public hearing to consider the Maximum Tax Dollars to be collected by the City from certain levies for the City's proposed Fiscal Year 2021-2022 Budget. Hinrichsen stated this was not the total tax levy, however the total tax levy would remain the same as current year's rate. Staff received no oral or written comments. Mayor closed the Public Hearing to consider the Maximum Tax Dollars to be collected by the City from certain levies for the City's proposed Fiscal Year 2021-2022 Budget. Yeoman moved to approve Resolution #2021-22 approval of FY 2022 Maximum Property Tax Dollars. Langerman seconded. Roll call unanimous.

Wolken stated Bond Counsel John Danos meet with Matt Stoffel, Hinrichsen and himself to review the required legal proceedings necessary to enable the City to authorize the SRF Planning & Design loan for the sewer plant upgrades. Hinrichsen reported the engagement letter with Dorsey and Whitney would be for the planning & design loan proceeding, at a cost of \$4000. Lux moved to approve Resolution #2021-23 Approving engagement letter with Dorsey & Whitney LLP related to role as bond counsel for SRF Sanitary Sewer System Improvement financing. Yeoman seconded. Roll call unanimous.

Regular Council Meeting
February 15, 2021

City needs to hold a public hearing prior to entering SRF loan agreement. Yeoman moved to approve Resolution #2021-24 to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$595,000. Goedken seconded, roll call unanimous. Public Hearing will be held on March 1, 2021 at 6:00 PM.

Goedken moved to approve Resolution #2021-25 Approving Steven and Darcy Kraus Tax Abatement Application related to Residential Improvements constructed at 503 Locust Court, Monticello, Iowa. Langerman seconded, roll call unanimous.

Yeoman moved to approve Resolution #2021-26 Scheduling Public Hearing on the City of Monticello 2021/2022 Fiscal Year budget for March 15, 2021 at 6:00 p.m. Brighton seconded, roll call unanimous.

Oswald advised the Parks Department has been utilizing the Toolcat this winter to remove snow from downtown sidewalks, a variety of other city-maintained sidewalks and 1-mile of trail. Oswald reviewed the quote received for the 66" snow blower for \$4,632.94 and a 72" blade for \$1,797.40 for a total of \$6,430.36. City could get \$1,750 to trade-in the old snow blower. Yeoman moved to approve Resolution #2021-27 Approving Purchase of SB200 – 66" Snowblower and 72" Snow Blade for City Toolcat from Bobcat of Cedar Rapids. Langerman seconded. Roll call vote, Yeoman, Langerman, Brighton and Lux voted aye and Goedken and Hanken voted nay. Motion carried.

Library Director reported the Library Board recommended to increase the number of Board members allowed to live outside the City limits to two (2) and to remove the requirement that the Board of Supervisors need to approve the members living outside the City limits and all members would be appointed by the Mayor with Council approval. Langerman introduced and moved to approve Ordinance #739 amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to "Library Board of Trustees", first reading in title only. Lux seconded, roll call unanimous.

Engineer Barry reported the USDA and the State approved the Engineer's PER report related to the 6th street ditch on January 11th.

Tjaden reviewed the "Evaluation of Returned Product from the City of Monticello, IA" from AY McDonald. Tjaden contacted AY McDonald after a number of leaks occurred on copper tubing on the North Sycamore Street project and they agreed to evaluate the tubing, nuts and gaskets used on the project. AY McDonald findings showed both the 1" and 2" copper tubes were found to be undersized and out-of-round at the location where the gasket seals on the copper tubing. Barry advised these findings were given to Horsfield for review and are waiting for their response. Wolken reported Iowa Concrete Paving Association presented to the City of Monticello an "Award of Excellence" for outstanding design and construction of the North Sycamore Street

Regular Council Meeting
February 15, 2021

Reconstruction project as "Iowa's "Best" Municipal Street/Intersection PCC Paving Project of (<15,000 SY) for 2020".

Tjaden received quotes for the 7th Street sewer main and service line hookups from Cedar Street to Sycamore Street. First quote is from Eastern Iowa Excavating for \$27,300 to completely replace main and connect service lines hookups. The other quote provides for Visu-Line to line the main except the last 40 feet of main and to have Eastern Iowa Excavating completing the last 40 feet of main and the service lines, would cost \$26,700.

Tjaden reported the sewer permit renewal is requiring more testing to be completed and to expect to see a \$10,000 increase in the Hygienic Labs invoices for the additional testing required.

Kahler reported they are using man-sand, which is manufactured sand like Jones County has been using for years. This sand is more course and cheaper than the sand they were using. Goedken stated it stays on the roadways better and City will need to get the street sweeper out earlier to clean the street so all the sand does not go into the storm sewers.

Oswald inquired how the Council wanted to proceed with the mask mandates, being the State Governor lifted the mask mandate. Consensus of the Council was to post notices that "masks are recommendeduse your own judgement". Kim Brooks stated the Library is still recommending masks. Brighton stated the school has mandated masks at school events.

Smith reported his annual report was in the agenda packet. Smith also reported that he did not receive the grants for the radio upgrades that he was hoping for. Police Department received COVID funds to offset part of their wages and he would like to take part of his budget that was offset and transfer that to the equipment set-a-side for police equipment.

Smith reported that 5 of the townships were contacted related to the ambulance service support. Smith also advised that the Ambulance Service received a grant of \$3,000 to purchase a stair chair.

Hinrichsen reported that the Onslow Fire Department is disbanding and Monticello Fire Department was asked by the Scotch Grove Trustees to take part of their district. Hinrichsen is working Fire Chief Joe Bayne and Jones County to determine the new area to be covered.

Jones County Economic Development Director Derek Lumsden reported the City was awarded the Catalyst Grant for the Compadres building.

Regular Council Meeting
February 15, 2021

Lumsden stated addresses were selected for the CDBG LMI Survey. They selected 500 addresses from the list that was submitted for the City to contact and are looking for volunteers to go door to door or to call to complete the survey. He is hoping to complete the survey by late April to early May to allow ECICOG to apply for the grant to help cover cost of the sewer facility upgrades.

Lumsden reported working on the Childcare Survey and looking to start that survey around March 1, 2021.

Brighton moved to adjourn at 8:26 P.M.

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

PAYROLL - FEBRUARY 25, 2021

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	February 8 - 21, 2021				
David Husmann	\$ 802.80	\$ -	0.00	0.00	\$ 643.07
Mary Intlekofer	1,864.00	-	0.00	0.00	1,285.91
Brandon Kent	1,864.00	-	0.00	0.00	1,218.69
Lori Lynch	2,024.00	-	0.00	0.00	1,379.02
Shelly Searles	1,864.00	-	0.00	6.00	1,270.56
Jenna Weih	1,782.69	-	0.00	0.00	1,312.56
Curtis Wyman	1,640.00	-	0.00	39.38	1,112.14
TOTAL AMBULANCE	\$ 11,841.49	\$ -	0.00	45.38	\$ 8,221.95
CEMETERY	February 6 - 19, 2021				
Dan McDonald	\$ 1,907.19	\$ 207.19	0.00	0.00	\$ 1,409.71
TOTAL CEMETERY	\$ 1,907.19	\$ 207.19	0.00	0.00	\$ 1,409.71
CITY HALL	February 7 - 20, 2021				
Cheryl Clark	\$ 1,776.60	\$ 48.60	0.00	42.00	\$ 1,206.05
Sally Hinrichsen	2,550.27	-	0.00	0.00	1,611.08
Nanci Tuel	1,537.57	7.17	0.00	0.00	1,015.92
TOTAL CITY HALL	\$ 5,864.44	\$ 55.77	0.00	42.00	\$ 3,833.05
COUNCIL / MAYOR	February 8 - 21, 2021				
Scott Brighton	\$ 100.00	\$ -	0.00	0.00	\$ 92.26
Dave Goedken	100.00	-	0.00	0.00	92.26
Brènda Hanken	100.00	-	0.00	0.00	92.35
Candy Langerman	100.00	-	0.00	0.00	92.35
Chris Lux	100.00	-	0.00	0.00	92.26
Brian Wolken	300.00	-	0.00	0.00	274.78
Tom Yeoman	100.00	-	0.00	0.00	92.35
TOTAL COUNCIL / MAYOR	\$ 900.00	\$ -	0.00	0.00	\$ 828.61
LIBRARY	February 8 - 21, 2021				
Molli Hunter	\$ 655.06	\$ -	0.00	0.00	\$ 435.00
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	\$ 3,442.84	\$ -	0.00	0.00	\$ 2,098.36
MBC	February 8 - 21, 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	February 8 - 21, 2021				
Zachary Buehler	\$ 2,037.00	\$ -	0.00	0.00	\$ 1,511.44
Peter Fleming	2,142.00	-	0.00	33.00	1,515.75
Dawn Graver	2,400.00	-	0.00	0.00	1,726.29
Erik Honda	2,415.00	-	0.00	37.50	1,794.69
Jordan Koos	2,436.00	-	0.00	28.00	1,760.64
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	\$ 18,413.55	\$ -	0.00	98.50	\$ 13,477.84

PAYROLL - FEBRUARY 25, 2021

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
ROAD USE	February 6 - 19, 2021				
Zeb Bowser	\$ 1,907.19	\$ -	0.00	0.00	\$ 1,397.86
Cassidy Russell	1,600.00	207.19	3.75	3.75	1,127.96
TOTAL ROAD USE	\$ 3,507.19	\$ 207.19	3.75	3.75	\$ 2,525.82
SANITATION	February 6 - 19, 2021				
Michael Boyson	\$ 2,050.63	\$ 350.63	0.00	0.00	\$ 1,457.03
Nick Kahler	2,079.81	-	0.00	0.00	1,432.94
TOTAL SANITATION	\$ 4,130.44	\$ 350.63	0.00	0.00	\$ 2,889.97
SEWER	February 6 - 19, 2021				
Tim Schultz	\$ 2,255.00	\$ 495.00	0.00	40.13	\$ 1,647.31
Jim Tjaden	2,346.15	-	0.00	0.00	1,701.48
TOTAL SEWER	\$ 4,601.15	\$ 495.00	0.00	40.13	\$ 3,348.79
WATER	February 6 - 19, 2021				
Daniel Pike	\$ 2,569.84	\$ 258.60	0.00	16.00	\$ 1,921.75
TOTAL WATER	\$ 2,569.84	\$ 258.60	0.00	16.00	\$ 1,921.75
TOTAL - ALL DEPTS.	\$ 60,840.82	\$ 1,574.38	3.75	245.76	\$ 43,204.96

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
INFRASTRUCTURE TECHNOLOGY	PD COMPUTER SUPPORT FEES		210.00		
JOHN DEERE FINANCIAL	PD BUILDING REPAIR/MAINT		9.00		
MONTICELLO COMM SCHOOL DISTRICT	PD FUEL		731.47		
RADIO COMMUNICATIONS CO INC	PD EQUIP REPAIR/MAINT		640.35		

	110 POLICE DEPARTMENT TOTAL		1,590.82		
STREET LIGHTS					
ALLIANT ENERGY-IES	WELTER DRIVE STREETLIGHTS		169.73		

	230 STREET LIGHTS TOTAL		169.73		
AQUATIC CENTER					
CAMP COURAGEOUS OF IOWA	POOL CERTIFICATOINS - POE		42.00		
CARRICO AQUATIC RESOURCES INC	POOL EQUIP REPAIR/MAINT		2,570.31		

	440 AQUATIC CENTER TOTAL		2,612.31		
CEMETERY					
MONTICELLO COMM SCHOOL DISTRICT	CEMETERY FUEL		239.65		

	450 CEMETERY TOTAL		239.65		
ATTORNEY					
LYNCH DALLAS, P.C.	ATTORNEY FEES		4,155.00		

	641 ATTORNEY TOTAL		4,155.00		
CITY HALL/GENERAL BLDGS					
BAKER PAPER CO INC	CH BUILDING SUPPLIES		53.44		
FP MAILING SOLUTIONS	CH CONTRACTS		81.00		
DENNIS J GRAY	CH BUILDING REPAIR/MAINT		50.00		
LIMESTONE BLUFFS R C & D	MAQUOKETA RIVER WATERSHED		3,796.00		
MONTICELLO FIRE ASSOCIATION	FIREWORKS DONATION		2,600.00		
NEXT GENERATION PLBG & HTG LLC	CH BUILDING REPAIR/MAINT		65.86		
ORBIS MENASHA CORP	CH FRANCHISE FEE REFUND		3,333.16		

	650 CITY HALL/GENERAL BLDGS TOTAL		9,979.46		

	001 GENERAL TOTAL		18,746.97		
MONTICELLO BERNDES CENTER					
PARKS					
INFRASTRUCTURE TECHNOLOGY	MBC OFFICE SUPPLIES		660.00		
MONTICELLO COMM SCHOOL DISTRICT	MBC FUEL		195.80		
REXCO EQUIPMENT INC	MBC TOOLCAT SAND SPREADER		8,560.54		
WELLS FARGO VENDOR FINANCIAL	2020 TOOLCAT PAYMENT		1,048.95		

	430 PARKS TOTAL		10,465.29		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	005 MONTICELLO BERNDES CENTER TOTAL		10,465.29		
FIRE					
FIRE					
LAPORTE MOTOR SUPPLY	FIRE EQUIP REPAIR/MAINT		6.49		
MONTICELLO COMM SCHOOL DISTRICT	FIRE FUEL		158.14		
	150 FIRE TOTAL		164.63		
	015 FIRE TOTAL		164.63		
AMBULANCE					
AMBULANCE					
AMERIGROUP IOWA INC	AMB OVERPAYMENT REFUND-CHIAFOS		429.67		
INFRASTRUCTURE TECHNOLOGY	AMB SOFTWARE		150.00		
JOHN DEERE FINANCIAL	AMB BUILDING REPAIR/MAINT		8.99		
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL		464.07		
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES		1,081.91		
STERICYCLE, INC.	AMB PHARMACEUTICAL DISPOSAL		79.35		
UNITY POINT HEALTH	AMB MEDICAL SUPPLIES		281.85		
	160 AMBULANCE TOTAL		2,495.84		
	016 AMBULANCE TOTAL		2,495.84		
LIBRARY IMPROVEMENT					
LIBRARY					
ILLINOIS LIBRARY ASSOCIATION	LIB IMP SUMMER READING		196.22		
SYSTEMS TECHNOLOGY GROUP INC	LIB IMP SUMMER READING		495.00		
	410 LIBRARY TOTAL		691.22		
	030 LIBRARY IMPROVEMENT TOTAL		691.22		
LIBRARY					
LIBRARY					
FAREWAY STORES #840-1	LIB PROGRAMS/PROMOTIONS		15.97		
KONICA MINOLTA BUSINESS	LIB OFFICE SUPPLIES		105.98		
	410 LIBRARY TOTAL		121.95		
	041 LIBRARY TOTAL		121.95		
SUPER MAC FUND					
SUPER MAC FUND					
INFRASTRUCTURE TECHNOLOGY	SUPER MAC COMPUTER UPGRADE		345.00		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	499 SUPER MAC FUND TOTAL		345.00		
	045 SUPER MAC FUND TOTAL		345.00		
AIRPORT					
AIRPORT					
ALLIANT ENERGY-IES	20373 HWY 38 AIRPORT		761.50		
MONTICELLO AVIATION INC	AIRPORT MANAGER		2,083.33		
MONTICELLO COMM SCHOOL DISTRICT	AIRPORT FUEL		256.36		
	280 AIRPORT TOTAL		3,101.19		
	046 AIRPORT TOTAL		3,101.19		
ROAD USE					
STREETS					
BARD MATERIALS	RU BUILDING REPAIR/MAINT		1,600.00		
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT		7,243.00		
JOHN DEERE FINANCIAL	RU SUPPLIES		137.01		
KROMMINGA MOTORS INC	RU EQUIP REPAIR/MAINT		161.30		
LAPORTE MOTOR SUPPLY	RU SUPPLIES		50.90		
MONTICELLO COMM SCHOOL DISTRICT	RU FUEL		2,099.79		
MONTICELLO MACHINE SHOP INC	RU EQUIP REPAIR/MAINT		725.14		
RADIO COMMUNICATIONS CO INC	RU VEHICLE OPERATING		186.47		
THOMPSON TRUCK & TRAILER, INC.	RU EQUIP REPAIR/MAINT		187.95		
	210 STREETS TOTAL		12,391.56		
SNOW REMOVAL					
ALL SEASON'S TRUCKING INC	RU SNOW REMOVAL		2,272.25		
BEHREND'S CRUSHED STONE	RU SNOW REMOVAL		1,057.20		
KROMMINGA MOTORS INC	RU SNOW REMOVAL		2,275.00		
	250 SNOW REMOVAL TOTAL		5,604.45		
	110 ROAD USE TOTAL		17,996.01		
TRUST/IOMA MARY BAKER LIBRARY					
CENTER POINT PUBLISHING	LIB BAKER BOOKS		44.34		
	410 LIBRARY TOTAL		44.34		
	503 TRUST/IOMA MARY BAKER TOTAL		44.34		
WATER					
WATER					
AMERICAN WATER WORKS ASSOCIATI	WATER DUES		394.00		
HAWKINS WATER TREATMENT	WATER SUPPLIES		355.48		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
IOWA ASSN OF MUNICIPAL UTILI	WATER DUES - 2021	863.00			
JOHN DEERE FINANCIAL	WATER SUPPLIES	14.99			
KROMMINGA MOTORS INC	WATER EQUIP REPAIR/MAINT	717.66			
MONTICELLO COMM SCHOOL DISTRCT	WATER FUEL	90.18			
MUNICIPAL SUPPLY INC	WATER SUPPLIES	79.49			
SURVEYING AND MAPPING LLC	WATER GIS MAPPING	175.00			
	810 WATER TOTAL		2,689.80		
	600 WATER TOTAL		2,689.80		
CUSTOMER DEPOSITS					
WATER					
DANIAL BODKIN	WATER DEPOSIT REFUND	4.49			
CITY OF MONTICELLO	Water Deposit Refunds	600.27			
KAITLYNE HOWARD	WATER DEPOSIT REFUND	34.89			
JUSTIN & REBECCA RILEY	WATER DEPOSIT REFUND	14.37			
JAMES R SMITH	WATER DEPOSIT REFUND	5.98			
	810 WATER TOTAL		660.00		
	602 CUSTOMER DEPOSITS TOTAL		660.00		
SEWER					
SEWER					
FREESE MOTORS INC	SEWER VEHICLE OPERATING	22.33			
KROMMINGA MOTORS INC	SEWER EQUIP REPAIR/MAINT	717.65			
MONTICELLO COMM SCHOOL DISTRCT	SEWER FUEL	90.18			
PINNACLE PLUMBING HOLDINGS LLC	SEWER BUILDING REPAIR/MAINT	922.49			
SURVEYING AND MAPPING LLC	SEWER GIS MAPPING	175.00			
USA BLUE BOOK	SEWER LAB SUPPLIES	152.94			
	815 SEWER TOTAL		2,080.59		
	610 SEWER TOTAL		2,080.59		
SEWER CAPITAL IMPROVEMENT					
SEWER					
SNYDER & ASSOCIATES, INC	SEWER FACILITY EVALUATION	6,750.00			
	815 SEWER TOTAL		6,750.00		
	613 SEWER CAPITAL IMPROVEMENT TOTAL		6,750.00		
SANITATION					
SANITATION					

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
REPUBLIC SERVICES	RESIDENTIAL GARBAGE	22,752.44			
	840 SANITATION TOTAL	22,752.44			
	670 SANITATION TOTAL	22,752.44			
	Accounts Payable Total	89,105.27			

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND NAME		AMOUNT
001	GENERAL	18,746.97
005	MONTICELLO BERNDES CENTER	10,465.29
015	FIRE	164.63
016	AMBULANCE	2,495.84
030	LIBRARY IMPROVEMENT	691.22
041	LIBRARY	121.95
045	SUPER MAC FUND	345.00
046	AIRPORT	3,101.19
110	ROAD USE	17,996.01
503	TRUST/IOMA MARY BAKER	44.34
600	WATER	2,689.80
602	CUSTOMER DEPOSITS	660.00
610	SEWER	2,080.59
613	SEWER CAPITAL IMPROVEMENT	6,750.00
670	SANITATION	22,752.44

	TOTAL FUNDS	89,105.27

City Council Meeting
Prep. Date: 2/23/2021
Preparer: Sally Hinrichsen



Agenda Item: # 1 + 2
Agenda Date: 03/01/2021

Communication Page

Agenda Items Description: Public Hearing on proposed BR3 Development LLC Development Agreement. **Resolution** approving a Development Agreement between the City of Monticello and BR3 Development, LLC

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

Attachments & Enclosures:

- | |
|--------------------------------|
| Proposed resolution |
| 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. In addition to new property taxes, demolish the existing building, construct a new 27,500 SF grocery /retail and will create new jobs.

The City agrees to make 30 semi-annual economic development tax increment payment not to exceed \$715,050, based on a minimum assessment of \$1.25 million going on the tax rolls. The tax increment payments are based on the amount of taxes paid by Developer less the protected levies (Debt (Bond and Interest) Taxes all taxing entities and the School Physical Plant and Equipment levy (PPEL). Payment of rebates will begin on December 1, 2023.

In addition to the rebates, the City agrees to provide grant payments related to Land Purchase equal to \$20,000 per acre of property for a total of \$120,000, in six equal payments. First payment to be paid after issuance of occupancy permit. At the anniversary of the issuance of the occupancy permit for the first through fifth year, a payment of \$20,000 will be paid.

Staff Recommendation: I recommend that the Council approve the proposed Development Agreement with BR3 Development, LLC

DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(BR3 Development LLC)

Monticello, Iowa

March 1, 2021

A meeting of the City Council of the City of Monticello, Iowa, was held at the Monticello Renaissance Center, Community Media Room, Monticello, Iowa, 6:00 o'clock p.m., on March 1, 2021 pursuant to the rules of the Council.

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

Present: _____

Absent: _____

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

Ayes: _____

Nays: _____

Abstained: _____

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

RESOLUTION NO.

To Approve Development Agreement between City of
Monticello and BR3 Development LLC

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

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

WHEREAS, the City proposes to enter into an agreement (the "Development Agreement") with BR3 Development LLC (the "Developer") with respect to the construction of a new grocery/retail business on 6 +/- acre parcel of property located at 100 North Main Street, and

WHEREAS, the Development Agreement would provide financial incentives to the Developer in the form of incremental property tax payments in an amount not to exceed \$835,050, including \$120,000 in grants and up to \$715,050 in tax rebates to the Developer under the authority of Section 403.9(1) of the Code of Iowa, rebating a portion of real estate taxes paid for a number of years, and

WHEREAS, the City Council scheduled a public hearing on the proposed Development Agreement for tonight's meeting, March 1, 2021 at 6:00 p.m., and

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

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Monticello, Iowa, on this 1st day of March, 2021, by the approval of this Resolution, does hereby approve the proposed Development Agreement and incentives offered therein.

IN TESTIMONY WHEREOF, I have hereunto
subscribed my name and caused the Great Seal of the City
of Monticello, Iowa to be affixed hereto. Done this 1st day
of March, 2021.

Brian Wolken, Mayor

Attest:

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 of the City, but shall be made solely and only from incremental property taxes received by the City from the Jones County Treasurer which are attributable to the Property, in the case of the Rebate Payments, and the Monticello Urban Renewal Area with respect to the Grant Payments.

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

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

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

City Council Meeting
Prep. Date: 2/23/2021
Preparer: Sally Hinrichsen



Agenda Item: # 3, 4 & 5
Agenda Date: 03/01/2021

Communication Page

Agenda Items Description: Public Hearing on designation of expanded Urban Renewal Area and Amended Monticello Urban Renewal Plan, finding that certain property is blighted and/or prime for Economic Development. **Resolution** approving Proposed Amendments to Urban Renewal Area and Plan. **Ordinance** providing for the Division of Taxes levied on Taxable Property in the 2021 Addition to the Monticello Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa

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

Attachments & Enclosures:

Proposed resolution
Proposed Ordinance
Map, legal description & P & Z recommendation

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The proposed Amendment to the Urban Renewal Area and Plan includes area and specifically identify the grocery /retail facility

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.

Upon approval of the Agreement, the City will need to 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.

Staff Recommendation: I recommend that the Mayor open the Public Hearing, accept public comment, close the public hearing and thereafter, approve Resolution approving Proposed Amendments to Urban Renewal Area and Plan; then approve Ordinance providing for the Division of Taxes levied on Taxable Property in the 2021 Addition to the Monticello Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa

The City of Monticello, Iowa

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

RESOLUTION

To Approve Amendment to Urban Renewal Plan to include Development Agreement and Economic Incentives to BR3 Development LLC

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

WHEREAS, The Council, being been duly advised, has determined it appropriate and desirable to amend the Urban Renewal Plan to include the provision of incentives to be paid to BR3 Development LLC consistent with a previously approved Development Agreement in return for the construction of a new grocery / retail business on a six +/- acre lot located at 100 North Main, and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council in session this 1st day of March, 2021, that the proposed amendment to the Monticello Urban Renewal Plan, 2021 Plan (Amendment #1), approving an amendment to the plan to provide incentives to the Developer in return for the construction of the proposed grocery / retail business as set out fully in a Development Agreement between the Developer and the City approved by Resolution No. _____ on March 1, 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 1st day of March, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

MINUTES PROVIDING FOR PASSAGE
OF AN ORDINANCE ESTABLISHING
THE 2021 ADDITION (AMENDMENT #1)
TO THE MONTICELLO URBAN
RENEWAL AREA TAX INCREMENT
FINANCING DISTRICT

(Ord.-Initial Consideration)

Monticello, Iowa

March 01, 2021

The City Council of the City of Monticello, in Jones County, Iowa, met on March 1, 2021, at 6:00 o'clock p.m., at the Mary Lovell LeVan, Monticello Renaissance Center, Community Media Center, 220 East First Street, Monticello, Iowa.

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

Present:

Absent:

Council Member _____ introduced an ordinance entitled "Ordinance No. _____, An Ordinance providing for the division of taxes levied on taxable property in the 2021 Addition (Amendment #1) to the Monticello Urban Renewal Area of the City of Monticello, Iowa, pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council Member _____ that "Ordinance No. _____, an Ordinance providing for the division of taxes levied on taxable property in the 2021 Addition (Amendment #1) to the Monticello Urban Renewal Area of the City of Monticello, Iowa, be introduced in Title only and that the first reading of said Ordinance be approved. The Mayor put the question of the approval of the first reading of Ordinance No. _____ to a vote and the roll being called, the following named Council Members voted:

Ayes:

Nays:

Whereupon, the Mayor declared the first reading of the Ordinance to have been approved.

* * * *

There being no further business to come before the meeting, it was upon motion adjourned.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE 2021 ADDITION (AMENDMENT #1) TO THE MONTICELLO URBAN RENEWAL AREA, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

WHEREAS, the City Council previously enacted an ordinance entitled "An Ordinance Providing For The Division Of Taxes Levied On Taxable Property In The Monticello Urban Renewal Area of the City of Monticello, Iowa, Pursuant to Section 403.19 of the Code of Iowa"; and

WHEREAS, pursuant to that ordinance, the Monticello Urban Renewal Area in the City of Monticello was designated a "tax increment district"; and

WHEREAS, the City Council now desires to increase the size of the "tax increment district" by adding additional property;

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

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the 2021 Addition (Amendment #1) to the Monticello Urban Renewal Area of the City of Monticello, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Monticello to finance projects in said area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

"City" shall mean the City of Monticello, Iowa.

"County" shall mean Jones County, Iowa.

"Urban Renewal Area" shall mean the entirety of the Monticello Urban Renewal Area as amended on October 5, 2010.

"Urban Renewal Area Amendment" shall mean the 2021 Addition (Amendment #1) to the Monticello Urban Renewal Area of the City of Monticello, Iowa, the boundaries of which are set out below, approved by the City Council by resolution adopted on the 1st day of March, 2021.

An area bounded on the west by Main Street to intersection with, the north line of O.P. LOT 43 45 47-50 & ½ VAC 2ND ST LY N LOT 48J AND ALL VAC 2ND ST BTWN LOTS 47 A& 49 & ALL ADJ VAC LOCUST ST AND ALL VAC ALLEY BTWN LOTS 43 & 45, and then following the property line to its intersection with 22 86 03 IRREG PLAT LOT 150 & E 536' LOT 149 EXC TRS SW COR, then continuing north to south property line of 22 86 03 IRREG PLAT LOT 150 & E 536' LOT 149 EXC TRS SW COR then continuing east to the west

property line of said lot to its intersection of East First Street; then following the south edge of East First Street westerly to the intersection of the east property line of O. P. Lot 1; then south along O. P. Lot 1, O. P. Lot 2, ALLEY LY BTWN LOTS 14 & 15 AND LOTS 2 & 3, and O. P. Lot 3 to the southern property line of O. P. Lot 3; then westerly along O. P. Lot 3 and O.P. LOTS 14-15-16 to Main Street.

O.P. LOTS 41, 43, 45, 47-50 & S 1/2 VAC 2ND ST LY N LOT 48 & ALL VAC 2ND ST BTWN LOTS 47 & 49 & ALL ADJ VAC LOCUST ST & ALL VAC ALLEY BTWN LOTS 43 & 45
O.P. LOT 51 & ALL ADJ LOCUST ST LY SELY
8.5' WIDE STRIP LY BET LOTS 50 & 51 O.T. & LOT 1 ENERGY CO. PLACE
ENERGY COMPANY PLACE LOT 1 & 9' x 35' TRI TR IN SW COR IRREG PLAT LOT 150
22 86 03 IRREG PLAT LOT 150 & E 536' LOT 149 EXC TRS SW COR
22 86 03 COM. SW COR E 536' LOT 149 IRREG PLAT TH E 102' N 13' TH NW 113.6' TO PT 63' N
O.P. LOTS 14-15-16 & ALLEY LY BTWN LOTS 14 & 15 AND LOTS 2 & 3
O.P. LOT 1
O.P. LOT 2
O.P. LOT 3

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area Amendment. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area Amendment each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area Amendment is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area Amendment, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area Amendment on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area Amendment to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to

provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area Amendment exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving 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 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed by the Council of the City of Monticello, Iowa, on the ___ day of ___, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

MINUTES PROVIDING FOR PASSAGE
OF AN ORDINANCE ESTABLISHING
THE 2021 ADDITION (AMENDMENT #1)
TO THE MONTICELLO URBAN
RENEWAL AREA TAX INCREMENT
FINANCING DISTRICT

(Ord.-Second Consideration)

Monticello, Iowa

_____, 2021

The Monticello City Council, in Jones County, Iowa, met on the _____ day of _____, 2021, at 6:00 o'clock p.m., at the Mary Lovell LeVan, Monticello Renaissance Center, Community Media Center, 220 East First Street, in the City.

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

Present:

Absent:

The Mayor announced that, on March 01, 2021, the Council had given its initial consideration to an ordinance entitled "Ordinance No. _____. An Ordinance providing for the division of taxes levied on taxable property in the 2021 Addition (Amendment #1) to the Monticello Urban Renewal Area of the City of Monticello, Iowa, pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council Member _____ that "Ordinance No. _____, an Ordinance providing for the division of taxes levied on taxable property in the 2021 Addition (Amendment #1) to the Monticello Urban Renewal Area of the City of Monticello, Iowa, pursuant to Section 403.19 of the Code of Iowa", now be put upon its second passage. The Mayor put the question on the motion on the second passage and adoption of Ordinance No. _____ and the roll being called, the following named Council Members voted:

Ayes:

Nays:

Whereupon, the Mayor declared the second reading of the Ordinance to have been approved.

* * * *

There being no further business to come before the meeting, it was upon motion adjourned.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

MINUTES PROVIDING FOR PASSAGE
OF AN ORDINANCE ESTABLISHING
THE 2021 ADDITION (AMENDMENT #1)
TO THE MONTICELLO URBAN
RENEWAL AREA TAX INCREMENT
FINANCING DISTRICT

(Ord.-Third and Final Consideration and
Adoption)

Monticello, Iowa

_____, 2021

The Monticello City Council, in Jones County, Iowa, met on the ____ day of _____, 2021, at 6:00 o'clock p.m., at the Mary Lovell LeVan, Monticello Renaissance Center, Community Media Center, 220 East First Street, in the City.

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

Present:

Absent:

The Mayor announced that, on March 01, 2021, the Council had given its initial consideration to an ordinance entitled "Ordinance No. ____, An Ordinance providing for the division of taxes levied on taxable property in the 2021 Addition (Amendment #1) to the Monticello Urban Renewal Area of the City of Monticello, Iowa, pursuant to Section 403.19 of the Code of Iowa" and that the Council considered the proposed ordinance a second time at the _____, 2021 Council meeting, in both cases approving the passage of the proposed ordinance.

It was moved by Council Member _____ and seconded by Council Member _____ that "Ordinance No. ____, an Ordinance providing for the division of taxes levied on taxable property in the 2021 Addition (Amendment #1) to the Monticello Urban Renewal Area of the City of Monticello, Iowa, pursuant to Section 403.19 of the Code of Iowa", now be put upon its final passage and adoption. The Mayor put the question on the motion on the final passage and adoption of Ordinance No. _____ and the roll being called, the following named Council Members voted:

Ayes:

Nays:

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been duly adopted.

* * * *

There being no further business to come before the meeting, it was upon motion adjourned.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

STATE OF IOWA)
)§
COUNTY OF JONES)

I, the undersigned, County Auditor of the aforementioned County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2021, the City Clerk of the City of Monticello, Iowa, filed in my office a copy of an ordinance of such City shown to have been adopted by the Council and approved by the Mayor thereof on the _____ day of _____, 2021, entitled: "Ordinance No. _____. An Ordinance providing for the division of taxes levied on taxable property in the 2021 Addition (Amendment #1) to the Monticello Urban Renewal Area of the City of Monticello, Iowa, pursuant to Section 403.19 of the Code of Iowa," and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND and the seal of the County hereto affixed this _____ day of _____, 2021.

County Auditor

(Seal)

STATE OF IOWA)
COUNTY OF JONES)§
CITY OF MONTICELLO)

I, the undersigned, City Clerk of the City aforementioned, do hereby certify that I caused to be published "Ordinance No. _____. An Ordinance providing for the division of taxes levied on taxable property in the 2021 Addition (Amendment #1) to the Monticello Urban Renewal Area of the City of Monticello, Iowa, pursuant to Section 403.19 of the Code of Iowa," of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND and the seal of said City hereto affixed this _____
day of _____, 2021.

Sally Hinrichsen, City Clerk

(Seal)

(Attach hereto publisher's affidavit of publication with clipping of ordinance as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published ordinance and have verified that it was published on the date indicated in the publisher's affidavit.)

STATE OF IOWA)
COUNTY OF JONES)§
CITY OF MONTICELLO)

I, the undersigned, City Clerk of the City aforementioned, do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of such City relating to the adoption of an ordinance entitled "Ordinance No. _____. An Ordinance providing for the division of taxes levied on taxable property in the 2021 Addition (Amendment #1) to the Monticello Urban Renewal Area of the City of Monticello, Iowa, pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND and the seal of said City hereto affixed this _____
day of _____, 2021.

Sally Hinrichsen, City Clerk

(Seal)

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)

An area bounded on the west by Main Street to intersection with, the north line of O.P. LOT 43 45 47-50 & 1/2 VAC 2ND ST LY N LOT 48J AND ALL VAC 2ND ST BTWN LOTS 47 A& 49 & ALL ADJ VAC LOCUST ST AND ALL VAC ALLEY BTWN LOTS 43 & 45, and then following the property line to its intersection with 22 86 03 IRREG PLAT LOT 150 & E 536' LOT 149 EXC TRS SW COR, then continuing north to south property line of 22 86 03 IRREG PLAT LOT 150 & E 536' LOT 149 EXC TRS SW COR then continuing east to the west property line of said lot to its intersection of East First Street; then following the south edge of East First Street westerly to the intersection of the east property line of O. P. Lot 1; then south along O. P. Lot 1, O. P. Lot 2, ALLEY LY BTWN LOTS 14 & 15 AND LOTS 2 & 3, and O. P. Lot 3 to the southern property line of O. P. Lot 3; then westerly along O. P. Lot 3 and O.P. LOTS 14-15-16 to Main Street.

P.I.N.	Name	BRIEF LEGAL DESCRIPTION - not for conveyance purposes
02-22-378-005	KOELLER, ROBERT C & DANA	O.P. LOTS 41, 43, 45, 47-50 & S 1/2 VAC 2ND ST LY N LOT 48 & ALL VAC 2ND ST BTWN LOTS 47 & 49 & ALL ADJ VAC LOCUST ST & ALL VAC ALLEY BTWN LOTS 43 & 45
02-22-378-006	KOELLER, ROBERT C & DANA	O.P. LOT 51 & ALL ADJ LOCUST ST LY SELY
02-22-378-007	KOELLER, ROBERT C & DANA	8.5' WIDE STRIP LY BET LOTS 50 & 51 O.T. & LOT 1 ENERGY CO. PLACE
02-22-378-008	WELTER STORAGE COMPANY	ENERGY COMPANY PLACE LOT 1 & 9' x 35' TRI TR IN SW COR IRREG PLAT LOT 150
02-22-379-004	KOELLER, ROBERT C & DANA	22 86 03 IRREG PLAT LOT 150 & E 536' LOT 149 EXC TRS SW COR 22 86 03 COM. SW COR E 536' LOT 149 IRREG PLAT TH E 102' N 13' TH NW 113.6' TO PT 63' N
02-22-379-005	WELTER STORAGE COMPANY	
02-27-126-001	ARNULFO & KAREN ARRIAGA LLC	O.P. LOTS 14-15-16 & ALLEY LY BTWN LOTS 14 & 15 AND LOTS 2 & 3
02-27-126-003	ARNULFO & KAREN ARRIAGA LLC	O.P. LOT 1
02-27-126-004	CITY OF MONTICELLO	O.P. LOT 2
02-27-126-005	CITY OF MONTICELLO	O.P. LOT 3



Included in the above -described proposed Urban Renewal area shall be all street right-of-ways and alleys located therein and /or abutting any of the properties included therein.




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.

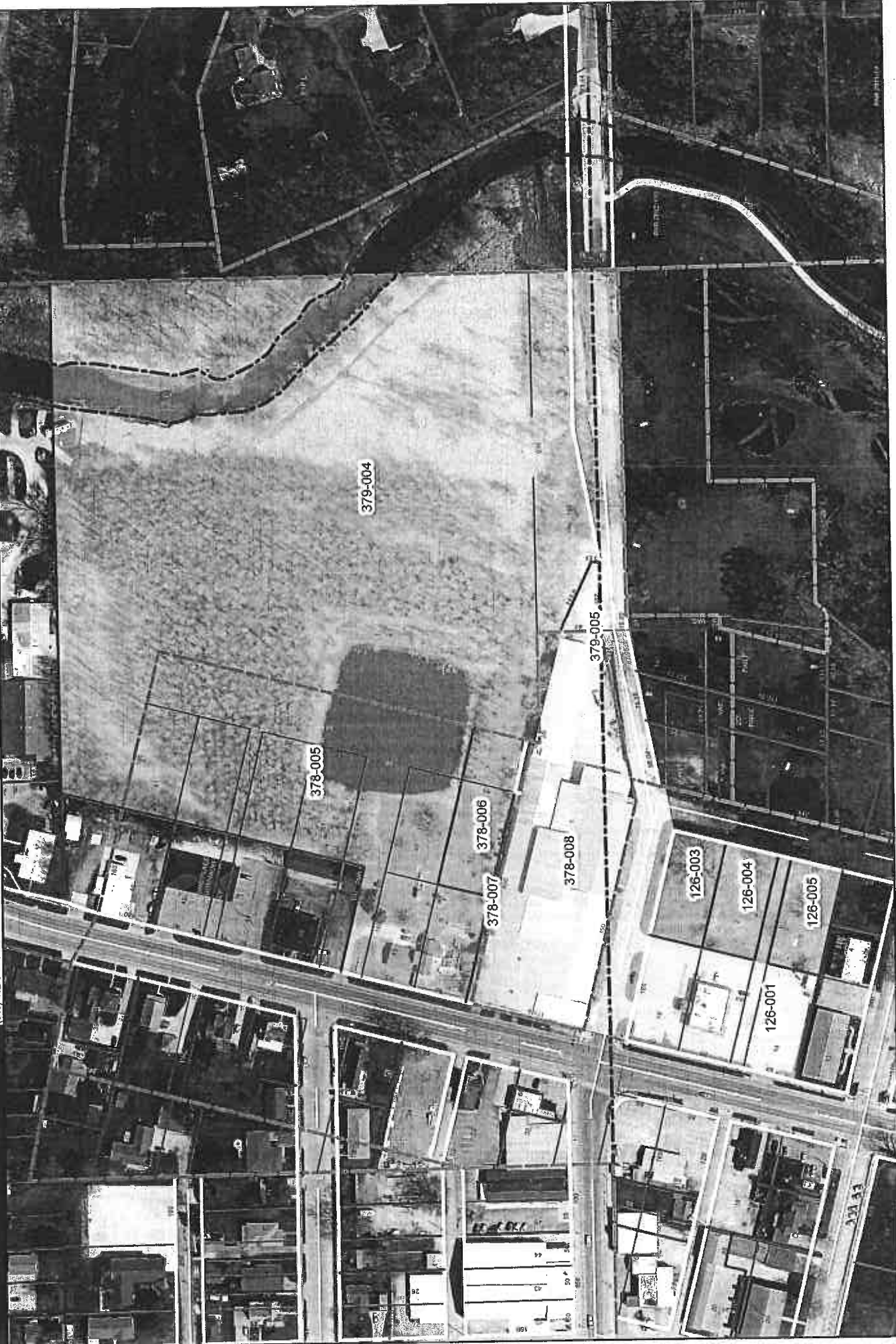
This map was produced from data maintained in the Jones County Geographic Information System. For further information regarding maps, data sources or the availability of GIS products and services, please contact Jones County GIS at (319) 462-5303.

LEGEND

-  Parcels
-  2021 Monticello Urban Renewal Area Amendment #1

N 

SCALE
1:4,284



Planning & Zoning Commission Meeting
Council Chambers
January 26, 2021
5:15 p.m.

Commissioner Gary "Butch" Pratt called the meeting to order at 5:17 p.m. The Pledge of Allegiance was recited by all. The following members were present: Gary "Butch" Pratt, Wayne Peach and Joe Tuetken. Also present were City Council Liaison Dave Goedken, City Clerk Sally Hinrichsen and Deputy City Clerk Cheryl Clark.

Peach moved to approve the agenda; Tuetken seconded. Ayes: All present. Carried.

No one appeared for Open Forum.

Peach questioned why LaHacienda was included in the proposed amendment to the Urban Renewal Plan. Goedken stated that the grocery/retailer has expressed interest in purchasing that property as well. Hinrichsen stated if they don't purchase it, nothing would change. Peach suggested that he'd prefer if there was a formal delineation of that the grocery/retailer would give back if the development didn't go through. Hinrichsen said that City Attorney Doug Herman is working on the agreement. Goedken stated that the City doesn't have to give the tax abatements, those are appropriated each year. Peach moved to recommend approval of the proposed Amendment to the Monticello Urban Renewal Plan to provide incentives for Grocery/Retailer Development, Tuetken seconded. Ayes: All present. Carried.

Moved by Peach and seconded by Tuetken to adjourn at 5:24 p.m. Ayes: All present. Carried.

Gary "Butch" Pratt, Commissioner

Cheryl Clark, Deputy City Clerk

City Council Meeting
Prep. Date: 2/25/2021
Preparer: Sally Hinrichsen



Agenda Item: # 6 + 7
Agenda Date: 03/01/2021

Communication Page

Agenda Items Description: Public Hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement. **Resolution** taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a \$595,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement)

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

Attachments & Enclosures:

Resolution

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: City was awarded an SRF Loan in the amount of \$595,000 for the sewer system improvements planning and & design. Prior to borrowing funds, the City Council must hold a public hearing on the proposed new debt

Background Information: The City will need to borrow funds for the planning & design phase of the Sewer Plant upgrade project in the projected amount of \$595,000. Council previously approved the 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 planning & design. 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.

Prior to receiving reimbursement for disbursements, City is required to hold a public hearing on the proposed new debt. Dorsey & Whitney coordinated activity and legal proceedings necessary to enable the City to authorize the Planning & Design Loan, as required by state law.

Staff Recommendation: I recommend that the Council approve the Resolution taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a \$595,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement)

(Hearing/Issuance – Sewer Revenue)

435926-33

Monticello, Iowa

March 1, 2021

A meeting of the City Council of the City of Monticello, Iowa, was held on March 1, 2021, at 6:00 p.m., at the Monticello Renaissance Center, in the City.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, alternative access to the meeting was provided electronically via Zoom, which was accessible at the following:

Topic: March 1st, 2021 City Council Meeting
Time: Mar 1, 2021 06:00 PM Central Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/6755876357>

Meeting ID: 675 587 6357
One tap mobile
+13126266799,,6755876357# US (Chicago)
+16465588656,,6755876357# US (New York)

Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
Meeting ID: 675 587 6357

Find your local number: <https://us02web.zoom.us/j/6755876357>

Electronic access information was included in the published notice and posted agenda of this public meeting.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____

This being the time and place specified for holding a public hearing and taking action on the proposal to enter into a Sewer Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

RESOLUTION NO. _____

Resolution taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a \$595,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement)

WHEREAS, the City of Monticello (the "City"), in Jones County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council"), and no board of trustees exists for this purpose; and

WHEREAS, the City has heretofore proposed to borrow money and enter into a Sewer Revenue Loan and Disbursement Agreement (the "Loan and Disbursement Agreement") with the Iowa Finance Authority (the "Lender") and to issue in accordance therewith Sewer Revenue Bonds (the "Bonds") in a principal amount not to exceed \$595,000 to provide funds to pay the costs, to that extent, of planning, designing, and constructing improvements and extensions to the Utility (the "Project"), and has published notice of the proposed action and has held a hearing thereon on March 1, 2021; and

WHEREAS, it is necessary at this time to authorize and approve the issuance of a \$595,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") pursuant to the provisions of Section 76.13 of the Code of Iowa in anticipation of the receipt of and payable from the proceeds of the Loan and Disbursement Agreement (the "Loan Proceeds") in order to pay authorized costs in connection with planning and designing the Project;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Monticello, Iowa, as follows:

Section 1. The City Council hereby covenants for the benefit of the Lender and all who may at any time be the holder of the Project Note to enter into the Loan and Disbursement Agreement and to issue and deliver the Bonds prior to the Maturity Date, as defined in the Project Note, and declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa. The Bonds are hereby ordered to be issued at such time as the City enters into the Loan and Disbursement Agreement.

Section 2. The Project Note in the principal amount of \$595,000 is hereby authorized to be issued to the Lender. The Project Note shall be dated as of the date of closing, shall mature on the Maturity Date as defined in the Project Note, and shall bear interest at the rate of 0% per annum.

The Project Note shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk and shall be a fully registered instrument without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Project Note shall cease to be such officer before the delivery of the Project Note, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Project Note and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

The City reserves the right to prepay principal of the Project Note in whole or in part on any date prior to the Maturity Date, as defined in the Project Note, at a prepayment price equal to the principal amount thereof prepaid.

The Project Note shall be fully registered as to both principal and interest in the name of the owner in the records of the City kept for such purpose, after which no transfer shall be valid unless made on said records by the City Clerk, and then only upon a written instrument of transfer satisfactory to the City, duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City shall maintain as confidential the record of identity of owners of the Project Note, as provided by Section 22.7 of the Code of Iowa.

Section 3. The Project Note shall be in substantially the following form:

(Form of Project Note)

UNITED STATES OF AMERICA
STATE OF IOWA
JONES COUNTY
CITY OF MONTICELLO

SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT ANTICIPATION PROJECT NOTE
(IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT)

No. 1	MAXIMUM PRINCIPAL AMOUNT: \$595,000
INTEREST RATE	PROJECT NOTE DATE
0%	March 19, 2021

This Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") is issued to the Iowa Finance Authority (the "Lender") by the City of Monticello, Iowa (the "City"), as of the Project Note Date. The Lender shall loan to the City an interim amount not to exceed \$595,000.

The City has adopted a resolution (the "Resolution") authorizing and approving this Project Note pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa, 2021, as amended, and providing for the issuance and securing the payment of this Project Note, and reference is made to the Resolution for a more complete statement as to the source of payment of this Project Note and the rights of the owners of this Project Note. This Project Note, together with any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution, shall be payable solely and only from the proceeds (the "Loan Proceeds") of an authorized Loan and Disbursement Agreement and the corresponding future issuance of Sewer Revenue Bonds, a sufficient portion of which have been appropriated to the payment hereof.

The proceeds of this Project Note shall be used for the purposes set forth in the Resolution and shall be made available to the City in the form of one or more periodic disbursements.

This Project Note shall be executed and delivered to the Lender in evidence of the City's obligation to repay the amounts payable hereunder and shall bear interest at 0%. This Project Note shall be payable as to principal in full on the Maturity Date (hereinafter defined) and in the total aggregate amount drawn by the City pursuant to this Project Note, shall be subject to prepayment in whole or in part on any date at a prepayment price equal to the principal amount hereof prepaid, and shall contain such other terms and provisions as provided in the Resolution.

This Project Note is payable as to principal three years from the Project Note Date (the "Maturity Date"). If the City enters into a Loan and Disbursement Agreement with the Lender pursuant to the Iowa Water Pollution Control Works and Drinking Water Facilities Financing Program by the Maturity Date, the Lender may provide for the repayment in full of this Project

Note pursuant to the terms of such Loan and Disbursement Agreement and the resolution authorizing the Loan and Disbursement Agreement.

This Project Note is executed pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

In the event of any inconsistency or conflict between the terms and conditions of the Resolution and this Project Note, the parties acknowledge and agree that the terms of this Project Note shall take precedence over any such terms of the Resolution.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Project Note were and have been properly existent, had, done and performed in regular and due form and time; and that the issuance of this Project Note does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Monticello, Iowa has caused this Project Note to be executed by its Mayor and attested by its City Clerk all as of the Project Note Date.

CITY OF MONTICELLO, IOWA

By: DO NOT SIGN
Mayor

Attest:

DO NOT SIGN
City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

Section 4. The Project Note shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the Project Note proceeds.

Section 5. The Loan Proceeds are hereby appropriated to the payment of the Project Note and may also be appropriated to the payment of other obligations issued to pay costs of the Project.

At its sole discretion, the City Council may appropriate to the payment of the Project Note proceeds to be received from state or federal grants and/or income or revenues from sources to be received and expended for the Project during the period of Project construction.

The Project Note is a limited obligation of the City payable solely and only from the Loan Proceeds and shall not constitute a general obligation of the City, nor shall it be payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the Loan Proceeds to be sufficient for the payment in whole or in part of the Project Note.

Section 6. Upon a breach or default of a term of the Project Note or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Section 76.13 of the Code of Iowa.

Section 7. The City reserves the right to issue additional obligations (the "Parity Obligations") payable from the Loan Proceeds, and ranking on a parity with, the Project Note. The Project Note or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Loan Proceeds regardless of the time or times of the issuance of such Project Note or Parity Obligations, it being the intention of the City that there shall be no priority among the Project Note or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times.

Section 8. The provisions of this resolution shall constitute a contract between the City and the owners of the Project Note and Parity Obligations as may from time to time be outstanding, and after the issuance of the Project Note, no change, variation or alteration of any kind of the provisions of this resolution shall be made without prior consent of the Lender which will adversely affect the owners of the Project Note or Parity Obligations until the Project Note and Parity Obligations and the interest thereon shall have been paid in full.

Section 9. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 10. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 11. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 1, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

• • • •

On motion and vote, the meeting adjourned.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF JONES
CITY OF MONTICELLO

SS:

I, the undersigned, do hereby certify that I have in my possession or have access to the complete corporate records of the aforesaid City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and of a certain \$595,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no objections were filed in my office and no objections of any kind were made to the matter of entering into the Agreement or issuing such Project Note at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Project Note.

WITNESS MY HAND this ____ day of _____, 2021.

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 2/26/2021
Preparer: Sally Hinrichsen



Agenda Item: # 8
Agenda Date: 02/15/2021

Communication Page

Agenda Items Description: Resolution authorizing the Mayor or City Clerk to sign all documents related to the USDA Rural Development Grant providing funding to assist with the Sixth Street Ditch Waterway Project

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

Attachments & Enclosures:

resolution

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: City previously approved submission of the USDA Rural Development Grant providing funding to assist with the Sixth Street Ditch Waterway Project

Background Information: The City of Monticello previously approved of submission of the USDA Rural Development Grant providing funding to assist with the Sixth Street Ditch Waterway Project

The City Engineer prepared a Preliminary Engineering Report (PER) in January 2014 to be reviewed by the USDA. The PER was amended in November, with letter responses on 1-21-2021 and 2-4-2021. USDA approved the PER FINAL Review on February 10, 2021.

On September 8, 2020, City held a Public Information meeting related to the 6th Street Waterway Grant Application to be submitted to the USDA. The USDA Application seeks financial assistance related to the project in the amount of \$543,000 (The USDA may offer grant and/or loan assistance, it is unclear at this time how that might breakdown and is dependent upon other applications, appropriations to the USDA, etc

On February 11, 2021, City was notified that The RD State Engineer has completed their review of the PER for the City of Monticello's proposed stormwater improvement project. The Agency concurs with the PER. They requested City Staff update application. I contacted Julie Ford from the USDA Office in Tipton to inquire completed to update the application being former City Administrator resigned. Ford setup me up on the account to begin the process of updating the application and entering the required information and documents. They require this resolution to authorize me to enter and/or sign additional documents as required.

Staff Recommendation: I recommend that the Council approve resolution authorizing the Mayor or City Clerk to sign all documents related to the USDA Rural Development Grant providing funding to assist with the Sixth Street Ditch Waterway Project

The City of Monticello, Iowa

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

RESOLUTION

Resolution authorizing the Mayor or City Clerk to sign all documents related to the USDA Rural Development Grant providing funding to assist with the Sixth Street Ditch Waterway Project.

WHEREAS, the City Council previously approved submission of the USDA Rural Development Grant to assist with the expenses of Sixth Street Ditch Waterway Project, and

WHEREAS, the City Council finds recognizes that there will be many documents that will need to be signed on behalf in relation to the USDA Grant and finds that the Mayor or City Clerk should be given authorization to sign and/or execute said documents moving forward so as to not cause unnecessary delays in the process and acknowledging that the forms are all tied to the previously approved Grant Application and intended funding to assist with the Sixth Street Ditch Waterway Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby authorize the Mayor or City Clerk to sign and/or execute all documents associated with the USDA Rural Development Grant that has been awarded to assist with the Sixth Street Ditch Waterway Project for the City of Monticello without further action of the City Council.

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 1st day of March, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

City Council Meeting
 Prep. Date: 2/23/2021
 Preparer: Britt Smith



Agenda Item: # 9
 Agenda Date: 03/01/2021

Communication Page

Agenda Items Description: Resolution to approve the 28E Agreement with the Monticello Community School District for the School Resource Officer Position.

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

Attachments & Enclosures:

- SRO Wage/Benefit Calculations
- Proposed 28E Agreement
- Proposed Resolution

Fiscal Impact:

- Budget Line Item:
- Budget Summary:
- Expenditure:
- Revenue:

Synopsis: Approval of the 28E Agreement with the Monticello Community School District for the School Resource Officer for the periods of August 2021 through June 2023 (School Years '21/'22. And '22/'23)

Background Information: In October of 2018 the Monticello Police Department collaborated with the Monticello Community School District to create and implement a School Resource Officer Position. This position involved dedicating a Full-Time Police Officer to the School District during the 172-day school year at 40 hours per week. The remainder of the time the Officer would be assigned to the Police Department (During the Summer Months and No-School Days) to provide an additional workforce to the department to cover vacation requests, special events, code enforcement and to supplement the schedule during periods of high call volumes. Additionally, within the agreement we have the ability to recall the School Resource Officer during the school year and utilize them for significant events or investigations that occur within the community that need supplemental staffing.

The initial agreement provided for a 60% School and 40% City cost share over a 3-year period. This current agreement is set to expire in June of 2021. A new 2-year agreement has been drafted consistent with the conditions of the previous agreement that reflects the cost share of the position with numbers that reflect the current police officer's employment agreement and the current city benefits package. The 2-year agreement will bring us even with the completion of the current police officers' agreement and the set wage increases established within.

FY 2022	August, 2021-May, 2022
District (60%)	\$49,824.79
FY 2023	August, 2022-May, 2023
District (60%)	\$51,135.19

Language has also been included within the agreement that in the event of a suspension of in-person learning greater than 10 consecutive calendar days the school district would be relieved of financial obligation at a per diem rate. While it is not anticipated that the school district would be in a position to suspend school for 10 consecutive days, with the recent impact that Covid-19 had on the district it was necessary to add such language. Even during the extended absences from school this last school year, the school district continued to provide for their portion of the compensation. During that time the SRO was working as a Police Officer and facilitating functions of the department.

These cost share figures are based upon the attached SRO Wage/Benefit Calculations that I prepared to obtain true cost figures for the position, which account for cost sharing of IPERS, Medicare, Social Security, Unemployment, Health, Dental, Vision, Life, and Disability insurance.

This agreement has been unanimously approved by the Monticello School Board at the February 22nd Board Meeting.

Staff Recommendation: I recommend that the Council approve the 28E agreement as presented with the Monticello Community School District.

THE CITY OF MONTICELLO, IOWA

RESOLUTION

To approve 28E Agreement between the School and the City
establishing a School Resource Officer

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

WHEREAS, The City of Monticello entered into a 28E Agreement with the Monticello Community School District, at the request of the School, the agreement established a School Resource Officer on October 1, 2018, and

WHEREAS, The Monticello School Board has recently approved the proposed 28E agreement setting forth the terms associated with the School Resource Officer position and setting forth the responsibilities of the City and the School in regard thereto, and

WHEREAS, The City finds the agreement to be acceptable and in the best interests of the City for the periods of August 2021 through June 2023.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its City Council in session this 1st day of March, 2021; that the proposed 28E Agreement between the City of Monticello and the Monticello Community School District for School Resource Officer Program is hereby approved and the Mayor is hereby directed to execute the 28E Agreement 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 1st day of March, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

**28E AGREEMENT BETWEEN THE
CITY OF MONTICELLO, IOWA
and
THE MONTICELLO COMMUNITY SCHOOL DISTRICT
FOR SCHOOL RESOURCE OFFICER PROGRAM**

This agreement made and entered into this 22nd day of February, 2021, by and between the MONTICELLO COMMUNITY SCHOOL DISTRICT (hereinafter referred to as "District") and the CITY OF MONTICELLO, IOWA POLICE DEPARTMENT (hereinafter referred to as "City")

This agreement is entered into pursuant to the provisions of Chapter 28E, Code of Iowa.

After execution of this agreement by the District and the City, it shall be filed in the office of the Secretary of State.

It is understood that this agreement is between two public agencies and that a separate legal or administrative entity will not be created under this agreement. The Chief of Police shall be the administrator of this agreement.

**ARTICLE I
General**

The parties share a mutual concern to maintain an atmosphere in the Monticello Community School District where school staff and students feel free from intimidation. A School Resource Officer program (hereinafter referred to as "SRO") would present a cooperative approach towards addressing this concern.

SRO programs are recognized nationally as programs that effectively establish positive working relationships between the schools and the police department. The SRO will assist school administrators by taking immediate action when police intervention is warranted. Additionally, the SRO will provide guidance and support in assisting school staff, students and parents with a variety of non-emergency police related matters.

**ARTICLE II
SELECTION**

1. The SRO will be a certified police officer.
2. The Chief of Police or his designee shall select the police officer for assignment as SRO in consultation with the District Superintendent.

SUPERVISION

1. The Chief of Police or his designee shall supervise the SRO.
2. The Chief of Police, in consultation with the District Principals, will complete performance evaluations for the SRO at the completion of each school year.

REGULAR DUTY HOURS

1. Generally, the SRO shall be on District property from 7:30 am until 3:30 pm working with administrators and students on a flexible and as-needed basis during the 172-day school calendar year.
2. A request for the SRO attendance at District Board Meetings, District Planning Sessions, or Extracurricular School related events both during the District Calendar year and during the School "offseason" shall be made sufficiently in advance.

3. If at the direction of the Chief of Police the SRO will be reassigned for an extended period of time, the monthly invoicing rate may be adjusted as agreed upon by the District Superintendent and the Chief of Police.
4. The SRO may be temporarily reassigned by the police department during school holidays and vacations and/or during times of police emergency.
5. In the event school is suspended for more than 10 consecutive in-person school days, the school district shall be relieved of obligation of compensation for the duration of the period of suspension at the appropriate per diem rate (based on 172 School Days).

EQUIPMENT OF SCHOOL RESOURCE OFFICER

1. All equipment purchased by the City for the SRO to perform his/her duty shall be property of the City.
2. All equipment purchased by the District for the SRO to perform his/her duty shall be property of the District.

ARTICLE III

DUTIES AND RESPONSIBILITIES OF SRO

1. Immediately reports to the Chief of Police, through the chain of command, all serious or unusual occurrences.
2. Take law enforcement action to protect against unwanted intruders. Identify and prevent delinquent behavior, including substance abuse. Make arrests only when necessary to protect students, staff and school property.
3. Patrol district property for suspicious activity, or unauthorized persons.
4. Conduct building security assessments for all district schools, guard, check and secure doors, rooms, buildings and equipment.
5. Work closely with district administrators and staff on safety protocols and regulations.
6. Maintain all State and Departmental required certifications as a Police Officer and the required educational certificates to provide the directed instruction within the district.
7. Coordinate security for crowd and vehicle control at extra-curricular activities and special events.
8. Enforce State and Local Laws as well as district rules and regulations.
9. Respond to calls as requested by other law enforcement officers.
10. Provide in-service training to help administrators be better prepared to deal with security-related matters.
11. Provide classroom presentations on crime prevention, concepts and structure of the law, de-escalation techniques, and substance abuse education.
12. Provide instructions and directions to others as it pertains to law enforcement matters and emergency situations.
13. Perform other duties as assigned by appropriate supervisory personnel and school administrators.
14. Support the supervision of students with appropriate referrals to District personnel.
15. Provide informal consultation with students and staff
16. Perform all duties at the designated district locations in uniform and armed.
17. The SRO WILL NOT act as a district disciplinarian on acts or incidents that are not deemed to be criminal in nature.

ARTICLE IV
DUTIES AND RESPONSIBILITIES OF THE DISTRICT

The District shall provide the SRO the following materials and facilities which are deemed necessary to the performance of the SRO's duties:

1. Access to an appropriate office setup, which includes file storage and a workspace for use when documentation, interviews, student/parent meetings occur.
2. Access to District Internet service
3. Training on school specific protocols.

ARTICLE V
EMPLOYMENT STATUS

The School Resource Officer shall remain an employee of the City of Monticello and shall not be an employee of the District. The District and the City acknowledge that the School Resource Officer shall remain responsive to the chain of command of the Monticello Police Department.

ARTICLE VI
FINANCING

The District shall pay 60% of the complete cost of one Certified Full-Time Police Officer for the City of Monticello. The City shall pay the remainder of the complete cost of one certified Full-Time Police Officer.

FY 2022	August, 2021-May, 2022
District	\$49,824.79

FY 2023	August, 2022-May, 2023
District	\$51,135.19

The City and the District shall share in any funds received by either of them from sources other than the City and District, including without limitation state and federal grants, which are designed for the SRO program. These funds will be used to lower the annual complete cost of the SRO.

The City will invoice the District 1/12th of the District's share of the wages each month.

ARTICLE VII
TERMINATION AGREEMENT

The terms of this agreement shall begin on August 23, 2021. This agreement may be renewed by mutual agreement. This agreement may be terminated by either party upon a one-year written notification to the other party. By mutual agreement the notification period may be less than one year.

ARTICLE VIII
MODIFICATION

This agreement may only be modified by written mutual agreement to amend.

ARTICLE IX
INDEMNIFICATION

The District agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees, against any and all claims, suits, actions, debts, damages, costs, charges and expenses, against any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including court costs and attorney's fees, and against all liability for property damage and personal injury, including death resulting directly or indirectly therefrom, arising from any acts or omissions of the District, either active or passive, or those of its agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this agreement.

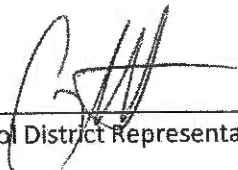
The City agrees to indemnify, defend, and hold harmless the District, its officers, agents, and employees, against any and all claims, suits, actions, debts, damages, costs, charges and expenses, against any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including court costs and attorney's fees, and against all liability for property damage and personal injury, including death resulting directly or indirectly therefrom, arising from any acts or omissions of the City, either active or passive, or those of its agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this agreement.

ARTICLE X
TERM

The term of this agreement shall begin on August 23, 2021 and expire on June 30th, 2023

ARTICLE XI
SIGNATURES

Representatives of the Monticello Community School District and the City of Monticello sign this Agreement by the authority of a resolution adopted by the Monticello School Board and the Monticello City Council.



School District Representative

Board President

Title

2-22-21

Date

City Representative

Title

Date

School Resource Officer Wage and Benefits Calculations

	2021/22 School Year	2022/23 School Year
Base Hourly Rate	\$30.87	\$31.76
IPERS. 9.31%	\$2.87	\$2.95
Medicare. 1.45%	\$0.44	\$0.46
Social Security 6.20%	\$1.91	\$1.96
Unemployment. .60%	.18	\$0.19
 Hourly Total	 \$36.27	 \$37.32
 2080 Working Hours	 \$75,441.60	 \$77,625.60
 Annual Expenses		
Health	\$6,723.24/yr	\$6,723.24/yr
Dental	\$447.60/yr	\$447.60/yr
Vision	\$86.88/yr	\$86.88/yr
Life	\$54.00/yr	\$54.00/yr
Disability	\$288.00/yr	\$288.00/yr
 Wage/Benefit Total	 \$83,041.32	 \$85,225.32
 School Total (60%)	 \$49,824.79	 \$51,135.19
City Total (40%)	\$33,216.53	\$34,090.12

City Council Meeting
Prep. Date: 2/25/2021
Preparer: Sally Hinrichsen



Agenda Item: # 10
Agenda Date: 03/01/2021

Communication Page

Agenda Items Description: Resolution approving an Exemption from Payment of Sewer Rental Fees for Orbis, Division of Menasha

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

Attachments & Enclosures:

Resolution

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: City staff was contacted by Orbis to get authorization to get an exemption from sewer fees for water not entering the sanitary sewer system.

Background Information: The City has authorized other residents and businesses an exemption of sewer rental fees for various reason where they can prove the water is not entering the sanitary sewer system and a separate water meter is installed.

On June 6, 2005, Council approved an exemption of sewer fees for Orbis, Division of Menasha, who installed a separate water line and meter to the water tower cooling system. The water is released from the cooling system as steam and does not enter the sanitary sewer system.

Orbis plans to install a second separate water line and meter to another water tower cooling system and has requested an exemption of sewer fees for the water that passes through this meter, as the water would not enter the sanitary sewer system.

Staff Recommendation: Staff recommend that the Council consider request from Orbis and to approve the Resolution approving an Exemption from Payment of Sewer Rental Fees for Orbis, Division of Menasha

The City of Monticello, Iowa

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

RESOLUTION

Approving an Exemption from Payment of Sewer Rental Fees for Orbis, Division of Menasha

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

WHEREAS, The City of Monticello has authorized other residents and businesses the exemption pursuant to Resolution 92-32, dated September 21, 1992; Resolution 95-36, dated August 21, 1995; Resolution 96-24, dated May 28, 1996; Resolution 97-17, dated April 28, 1997; and Resolution 05-68; and

WHEREAS, Orbis, Division of Menasha has installed a separate water line and meter to the water tower cooling system and was granted an exemption on June 6, 2005, Resolution 05-68; and

WHEREAS, Orbis, Division of Menasha is installing a second separate water line and meter to the water tower cooling system; and

WHEREAS, Orbis, Division of Menasha has requested an exemption from payment of sewer rental fees, being the water evaporates and does not enter the wastewater treatment facilities for the second meter.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve an exemption to Orbis, Division of Menasha from sewer rental fees.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 1st day of March, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 2/26/2021
Preparer: Sally Hinrichsen



Agenda Item: # //
Agenda Date: 03/01/2021

Communication Page

Agenda Items Description: Resolution to approve bid related to Sanitary Sewer Repairs on East Seventh Street and Sycamore Street

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

Attachments & Enclosures:

Resolution

Bids/Proposals

Aerial view

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Water/Wastewater Superintendent sought bids to perform sanitary sewer and manhole repair on East Seventh Street and Sycamore Street.

Background Information: Horsfield Construction installed 2- 45's into the East Seventh Street section of the North Sycamore Street Project, with the assumption that the Council was planning to replace the utilities in that section of East Seventh Street. In the building specifications, there was to be a drop pipe connection into the manhole at the intersection of North Sycamore and East Seventh Street. The 2 - 45's were installed to change the elevation from the old East Seventh Street line to the new East Seventh Street line instead of using the drop pipe.

Council decided not to proceed with the Seventh Street portion of the project and were not advised of the direction given to Horsfield related to the manhole connection.

After some issues with the sewer main, Roto-Rooter came and videos the sewer main. There is heavy root intrusion in the sewer main from Cedar Street to the new section of E 7th Street. During this video inspection, the 45's were found at the connection of the old East Seventh Street line to the new East Seventh Street. The sewer backups were not caused by the installation of the 45's but determined to be caused by the root intrusion for one backup and the other backup was caused by a dislodged brick was wedged into the pipe at the manhole at East Seventh Street and North Sycamore. Roto-Rooter instructed that they would not run a jetter line through the 45's, as it would cause damage to the jetter hose and recommended removing the 45's and repairing the pipe from Cedar Street to North Sycamore.

Water/Wastewater Superintendent sought bids to perform sanitary sewer and manhole repair on East Seventh Street and Sycamore Street from Eastern Iowa Excavating & Concrete LLC and Visu-Sewer.

Quote #1 - Eastern Iowa Excavating quoted to remove and replace 200' of sanitary sewer, 5 service and one drop at the manhole on Sycamore Street, identifying all of same in a proposal at a total cost of \$27,307.50,

Quote #2 - Eastern Iowa Excavating quoted to remove and replace 40' of sanitary sewer (to remove the 45's that were installed on a previous project and one drop at the manhole on Sycamore Street, identifying all of same in a proposal at a total cost of \$9,617.00

AND

Visu-Sewer quoted to install 322 linear feet of National Liner on Seventh Street, identifying all of same in a proposal at a total cost of \$16,996.63. Total cost of Eastern Iowa Excavating and Visu-Sewer being \$26,613.63

Staff Recommendation: Staff recommend that the Council consider the quotes and to approve the Resolution approving the approve bid related to Sanitary Sewer Repairs on East Seventh Street and Sycamore Street

The City of Monticello, Iowa

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

RESOLUTION #

Resolution to approve bid related to Sanitary Sewer Repairs
on East Seventh Street and Sycamore Street

WHEREAS, the City of Monticello sought a bid from Eastern Iowa Excavating & Concrete LLC and Visu-Sewer to perform sanitary sewer and manhole repairs, and

WHEREAS, Eastern Iowa Excavating, at the direction of the Water/Wastewater Superintendent, quoted to remove and replace 200' of sanitary sewer, 5 service and one drop at the manhole on Sycamore Street, identifying all of same in a proposal at a total cost of \$27,307.50, and

WHEREAS, Eastern Iowa Excavating quoted to remove and replace 40' of sanitary sewer (to remove the 45's that were installed on a previous project and one drop at the manhole on Sycamore Street, identifying all of same in a proposal at a total cost of \$9,617.00 and Visu-Sewer quoted to install 322 linear feet of National Liner on Seventh Street, identifying all of same in a proposal at a total cost of \$16,996.63, at the direction of the Water/Wastewater Superintendent. Total cost of both bids being \$26,613.63, and

WHEREAS, The Council finds that the City should proceed with the proposed sanitary sewer and manhole repairs on Seventh Street and Sycamore Street with _____ in the amount of \$ _____.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the proposed Sanitary Sewer Repairs on East Seventh Street and Sycamore Street, as proposed and bid by _____, as set forth previously 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 1st day of March, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

#1



TO: CITY OF MONTICELLO
RE: MONTICELLO, IA, REMOVE AND REPLACE SANITARY WITH EXTERNAL DROP AT SYCAMO 2/2/2021

QUOTATION CONTINUED

- 1 TRAFFIC CONTROL TO BE PROVIDED BY PRIME/GENERAL
- 2 BONDS ARE NOT INCLUDED IN QUOTE. THEY ARE AVAILABLE FOR ADDITIONAL COST
- 3 STAKING TO BE PROVIDED BY PRIME/GENERAL.
- 4 PROPOSAL MAY BE WITHDRAWN BY US AFTER 10 DAYS
- 5 FOR PCC AND CURB PLACEMENT, BASE STONE TO BE WITHIN + 1/10" , GENERAL TO PROVIDE ALL BASE STONE.
- 6 COMPLETED WORK IS TO BE PAID WITHIN 30 DAYS, GENERAL CONTRACTOR WILL ACT IN GOOD FAITH TO ENSURE TIMELY, FULL PAYMENT TO US.
- 7 IF A FORMAL SUBCONTRACT IS REQUIRED, THIS PROPOSAL MUST BECOME AN INTREGAL PART OF IT AND LISTED AS AN EXHIBIT.
- 8 DEVIATION FROM TERMS OF THIS QUOTATION MUST BE IN WRITING FROM EASTERN IOWA
- 9 QUOTE DOES NOT INCLUDE FEDERAL WAGES.
- 10 QUOTE INCLUDES NO SALES TAX.
- 11 RETAINAGE TO PAID BE PAID WITHIN 4 MONTHS OF WORK BEING COMPLETED.
- 12 TESTING IS NOT INCLUDED WITH QUOTE.
- 13 FINAL QUANTITIES TO BE BASED ON ACTUAL FIELD MEASURED AMOUNTS.
- 14 QUOTE DOES NOT INCLUDE WINTER POURING ITEMS: HOT WATER, COVERING W/ BLANKETS, ETC.
- 15 THIS QUOTATION IS PROVIDED WITH THE ABOVE TERMS. EXTRA SUBCONTRACT TERMS MAY REQUIRE PRICE ADJUSTMENTS.
- 16 THIS QUOTE DOES NOT INCLUDE ANY WORK ON HWY 38 RIGHT A WAY. IF NEEDED THERE WILL BE AN EXTRA COST TO THE TRAFFIC CONTROL ITEM.

THANK YOU


CHAD DEMMER



QUOTATION

TO: CITY OF MONTICELLO

Date: 2/2/2021

RE: MONTICELLO, IA, EXTERNAL DROP AT SYCAMORE AND 7TH
 Bid Date: Monday, January 25, 2021

We are pleased to offer the following quotation:

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENSION
1	MOBILIZATION	1	LS	\$ 1,450.00	\$1,450.00
2	TRAFFIC CONTROL	1	LS	650.00	650.00
3	REMOVE AND REPLACE SANITARY SEWER	40	LF	76.75	3,070.00
4	EXTERNAL DROP	1	EA	3,375.00	3,375.00
5	12" SUBBASE	32	TON	33.50	1,072.00

Total

\$ 9,617.00



#2

TO: CITY OF MONTICELLO
RE: MONTICELLO, IA, EXTERNAL DROP AT SYCAMORE AND 7TH

2/2/2021

QUOTATION CONTINUED

- 1 TRAFFIC CONTROL TO BE PROVIDED BY PRIME/GENERAL
- 2 BONDS ARE NOT INCLUDED IN QUOTE. THEY ARE AVAILABLE FOR ADDITIONAL COST
- 3 STAKING TO BE PROVIDED BY PRIME/GENERAL.
- 4 PROPOSAL MAY BE WITHDRAWN BY US AFTER 10 DAYS
- 5 FOR PCC AND CURB PLACEMENT, BASE STONE TO BE WITHIN + 1/10" , GENERAL TO PROVIDE ALL BASE STONE.
- 6 COMPLETED WORK IS TO BE PAID WITHIN 30 DAYS, GENERAL CONTRACTOR WILL ACT IN GOOD FAITH TO ENSURE TIMELY, FULL PAYMENT TO US.
- 7 IF A FORMAL SUBCONTRACT IS REQUIRED, THIS PROPOSAL MUST BECOME AN INTEGRAL PART OF IT AND LISTED AS AN EXHIBIT.
- 8 DEVIATION FROM TERMS OF THIS QUOTATION MUST BE IN WRITING FROM EASTERN IOWA
- 9 QUOTE DOES NOT INCLUDE FEDERAL WAGES.
- 10 QUOTE INCLUDES NO SALES TAX.
- 11 RETAINAGE TO PAID BE PAID WITHIN 4 MONTHS OF WORK BEING COMPLETED.
- 12 TESTING IS NOT INCLUDED WITH QUOTE.
- 13 FINAL QUANTITIES TO BE BASED ON ACTUAL FIELD MEASURED AMOUNTS.
- 14 QUOTE DOES NOT INCLUDE WINTER POURING ITEMS: HOT WATER, COVERING W/ BLANKETS, ETC.
- 15 THIS QUOTATION IS PROVIDED WITH THE ABOVE TERMS. EXTRA SUBCONTRACT TERMS MAY REQUIRE PRICE ADJUSTMENTS.

THANK YOU!

CHAD DEMMER



Visu-Sewer
Inspect. Maintain. Rehabilitate.

#2

Proposal

To: Jim Tjaden
City of Monticello
22059 Hwy 38
Monticello, IA 52310
319-465-3731

From: Bob Moen
Visu-Sewer, Inc.
1065 15th Street SW
Mason City, IA 50401
(641) 424-8044

Date: 1/27/2021

Project: Sanitary Sewer CIPP Installation

Visu-Sewer is pleased to provide the following quotation for CIPP installation:

Install 322 linear feet of 8" x 6mm National Liner @ \$52.75 per linear foot \$16,996.63

The above listed price is based on a video inspection dated 12/10/2020 and assumes the current pipe condition is suitable for CIPP installation utilizing air pressure for the inversion and hot air/ steam for curing. Pricing includes:

- Labor, material, and equipment.
- Mobilization and Traffic Control
- One (1) pass jet cleaning and televising of sewers prior to installation.
- Bypass pumping of existing flow.
- Installation of National Liner per manufacturer's instructions, ASTM 1216.
- Reinstatement of two (2) active service connections
- Televising of sewers after installation.

Note: If needed, grouting of active leaks, removal of obstructions (i.e., roots, deposits, and protruding taps), and heavy cleaning will be quoted separately. If it is determined that current pipe conditions are not suitable for an air inversion and hot air/ steam cure, pricing may be adjusted to reflect alternate installation methods. Mobilization and/ or time on site will be billed at a T&M rate of \$310.00 per hour for pipe sections not suitable for CIPP installation.

The City of Monticello will need to provide drivable equipment access to all manholes, remove 45 degree bends in pipe upstream of manhole located at Sycamore and 7th, water from nearby hydrants (without charge), a dump site for captured debris, and traffic control beyond cones and signs.

Thank you for the opportunity to quote on this project. Please do not hesitate to call if you have any questions.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices or specifications submitted. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. If a collapse of the original pipe results during the lining process, Visu-Sewer will not be held liable for costs associated with excavation, repairs, or restoration. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Terms - Net 30 days.

Acceptance of Proposal

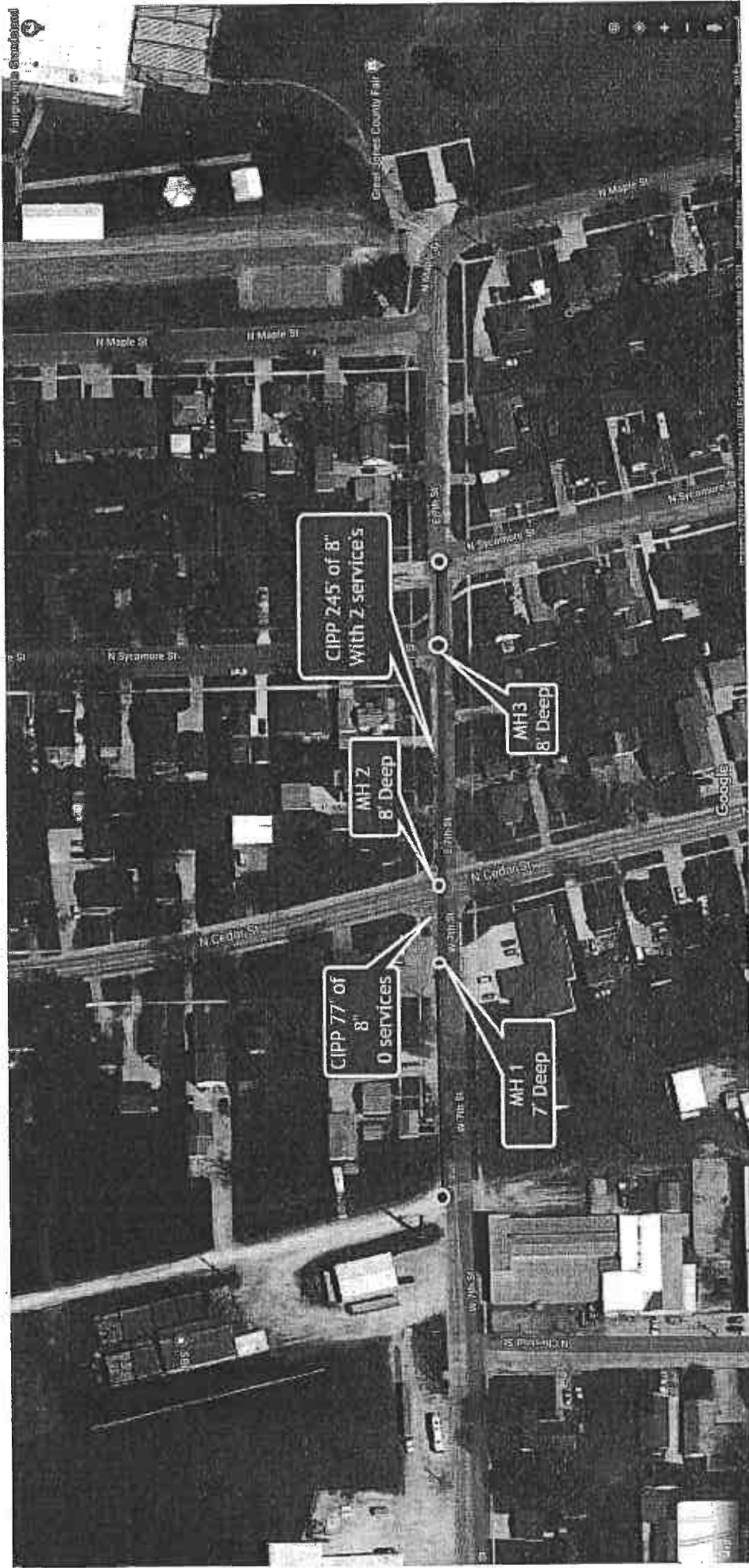
The above prices / conditions are satisfactory and are hereby accepted. Visu-Sewer is authorized to do the work as specified.

Date: _____ Signature: _____

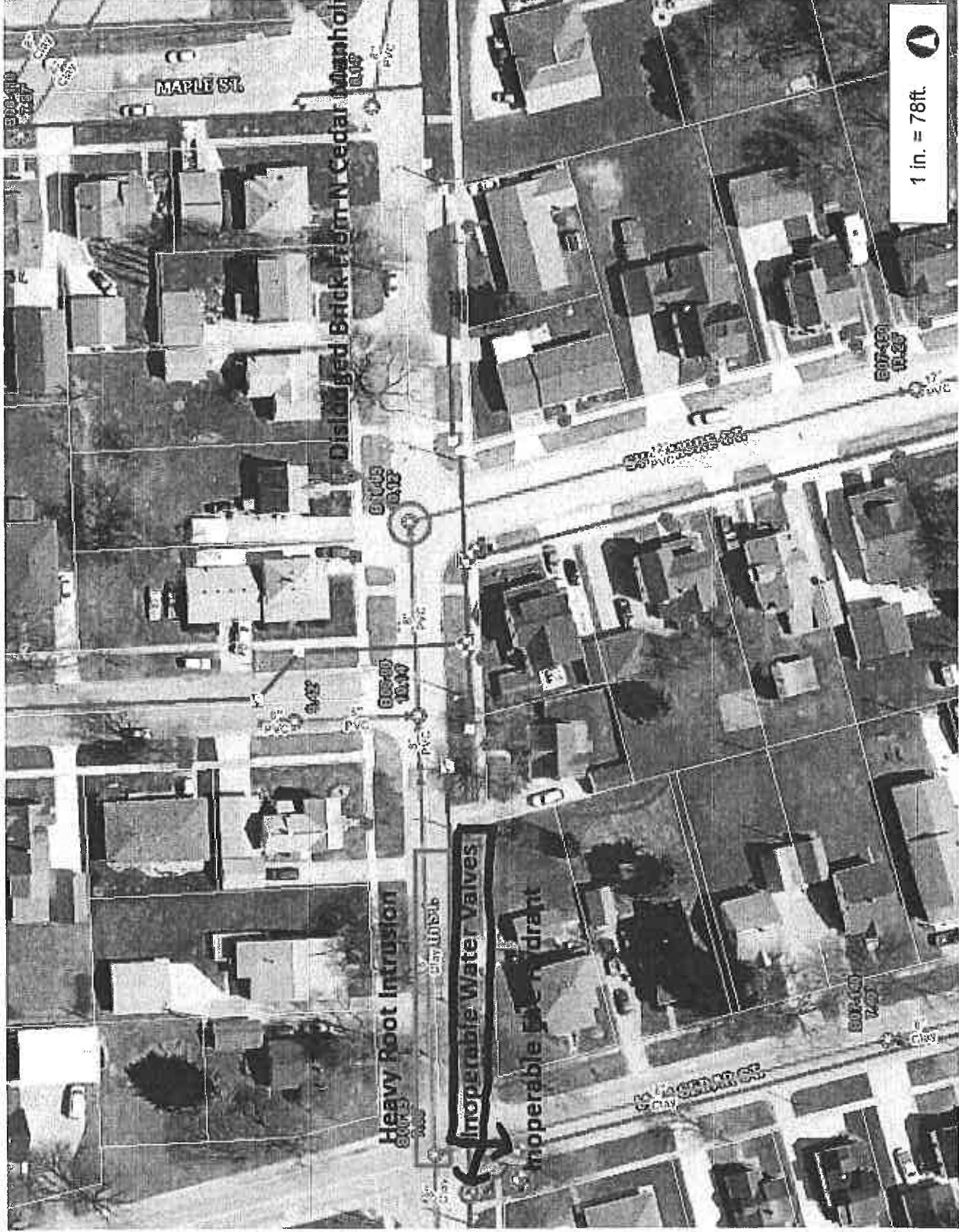
www.visu-sewer.com

WISCONSIN - ILLINOIS - MINNESOTA - IOWA - MISSOURI - VIRGINIA

#2



Monticello, IA



1 in. = 78ft.

156.2

78.09

156.2 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- Water System Valves
- Water Hydrants
- Water Sample Station
- Water Main Break
- Water Fitting
- Unknown
- Bend
- Reducer
- Tee
- Water Curb Stop
- Water Lateral Line
- Water Main
- Water Network Structures
- Well
- Water Tower
- Manhole
- Flush Tank
- Lamp Hole
- Manhole
- Gravity Main
- Sewer Plant
- Street Classification
- Parcels
- Corporate Limits

Notes

City Council Meeting
Prep. Date: 2/26/2021
Preparer: Sally Hinrichsen



Agenda Item: # 12
Agenda Date: 03/01/2021

Communication Page

Agenda Items Description: Resolution to Preliminarily approve a revised Plat of Northridge Estates

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

Attachments & Enclosures:

Resolution

drawing

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Resolution to preliminarily approve amendment to Northridge Estates.

Background Information: Council approved the Northridge Estates Preliminary Plat in July 2003, contingent on all engineering recommendations, and the same recommendations being incorporated in the plat.

October 2005, Council accepted dedication of streets in the Northridge Estates First and Second Additions.

The developers have approached the City with a request to add a cul-de-sac instead of the through street to John Drive.

P & Z Board will meet Monday evening prior to the Council meeting to review and make their recommendation.

Staff Recommendation: Staff recommend that the Council consider the recommendation of the P&Z Board and take action accordingly

The City of Monticello, Iowa

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

RESOLUTION

Resolution to Preliminarily approve a revised Plat of Northridge Estates

WHEREAS, Northridge Estate owners have presented a revised Plat of Northridge Estates to the City of Monticello for review, same resulting in the installation of a Cul-de-sac to replace the through street to John Drive, and

WHEREAS, The Planning and Zoning Commission has met and reviewed the proposed revised Plat, and after due consideration has recommended to the City Council that said revised Plat be _____, subject to City Engineer's review and recommendations, and

WHEREAS, The City Council has considered the recommendations of the Planning and Zoning Board, and finds that the revised Plat of Northridge Estates should be preliminarily approved and final plat will come back to Council for approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby preliminarily approve the revised Plat of Northridge Estates, resulting in the installation of a Cul-de-sac to replace the through street to John Drive.

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 1st day of March, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

City Council Meeting
Prep. Date: 2/26/2021
Preparer: Sally Hinrichsen



Agenda Item: # 13
Agenda Date: 03/01/2021

Communication Page

Agenda Items Description: Resolution 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.
- 3.

City staff published notice in the paper requesting proposals and never received them. The Developer misunderstood that he needed to file a proposal, as he was at the Council meeting

on January 18th. Derek Lumsden contacted the Developer and working with him to complete a proposal for the Council to consider.

Prior to selling the property to a developer, the City must follow the guidelines below regarding the sale /disposal of property.

The Iowa Code sections relevant to the sale/disposal of property are as follows:

364.7 Disposal of property. A city may not dispose of an interest in real property by sale, lease for a term of more than three years, or gift, except in accordance with the following procedure: 1. The council shall set forth its proposal in a resolution and shall publish notice as provided in section 362.3, of the resolution and of a date, time and place of a public hearing on the proposal. 2. After the public hearing, the council may make a final determination on the proposal by resolution. 3. A city may not dispose of real property by gift except to a governmental body for a public purpose.

362.3 Publication of notices. 1. Unless otherwise provided by state law: a. If notice of an election, hearing, or other official action is required by the city code, the notice must be published at least once, not less than four nor more than twenty days before the date of the election, hearing, or other action. b. A publication required by the city code must be in a newspaper published at least once weekly and having general circulation in the city. However, if the city has a population of two hundred or less, or in the case of ordinances and amendments to be published in a city in which no newspaper is published, a publication may be made by posting in three public places in the city which have been permanently designated by ordinance. 2. In the case of notices of elections, a city with a population of two hundred or less meets the publication requirement of this section by posting notices of elections in three public places which have been designated by ordinance.

Staff Recommendation: I recommend that the Council consider any proposals received and take action as appropriate.

City Council Meeting
Prep. Date: 2/25/2021
Preparer: Sally Hinrichsen



Agenda Item: # 14
Agenda Date: 03/01/2021

Communication Page

Agenda Items Description: Resolution scheduling Public Hearing on proposed vacation of active road right of way generally described as -1/2'x80' portion of Locust St lying SEly of Ely ext of S ln OP Lot 51 & N of Energy Company Place Lot 1 for April 5, 2021 at 6:00 p.m.

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

Attachments & Enclosures:

Resolution

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: City Clerk while working on legal descriptions for the proposed 2021 TIF Plan and Area legal descriptions discovered Jones County showed this roadway right of way as active and it was recommended to vacate the lot for BR3 Development LLC

Background Information: The City Clerk was working on legal descriptions for the proposed 2021 TIF Plan and Area legal descriptions discovered Jones County showed this roadway right of way as active. Working with County staff to find the legal description of this lot, it was recommended to vacation the road right of way

P & Z will hold their hearing in March to make their recommendation to the Council on the vacating of the road right of way.

Pursuant to Iowa Code 354.23, City Council is required to publish notice of the proposed vacation of the active road right of way and hold a public hearing.

Staff Recommendation: Staff recommend that the Council approve resolution scheduling Public Hearing on proposed vacation of active road right of way generally described as -1/2'x80' portion of Locust St lying SEly of Ely ext of S ln OP Lot 51 & N of Energy Company Place Lot 1 for April 5, 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

Scheduling Public Hearing on proposed vacation of active road right of way generally described as 8-1/2'x80' portion of Locust St lying SEly of Ely ext of S ln OP Lot 51 & N of Energy Company Place Lot 1 for April 5, 2021 at 6:00 p.m.

WHEREAS, The Monticello Planning & Zoning Board, will meet in March to review the proposed vacation of active road right of way and after the receipt of input from interested parties, will make a recommendation to the Council to consider the vacation of active road right of way generally described in the heading of this Resolution, and

WHEREAS, In furtherance of the objective to consider the vacation of active road right of way, a Public Hearing will be necessary, with notice of same to be published in the Monticello Express in advance thereof consistent with the Code of Iowa, and

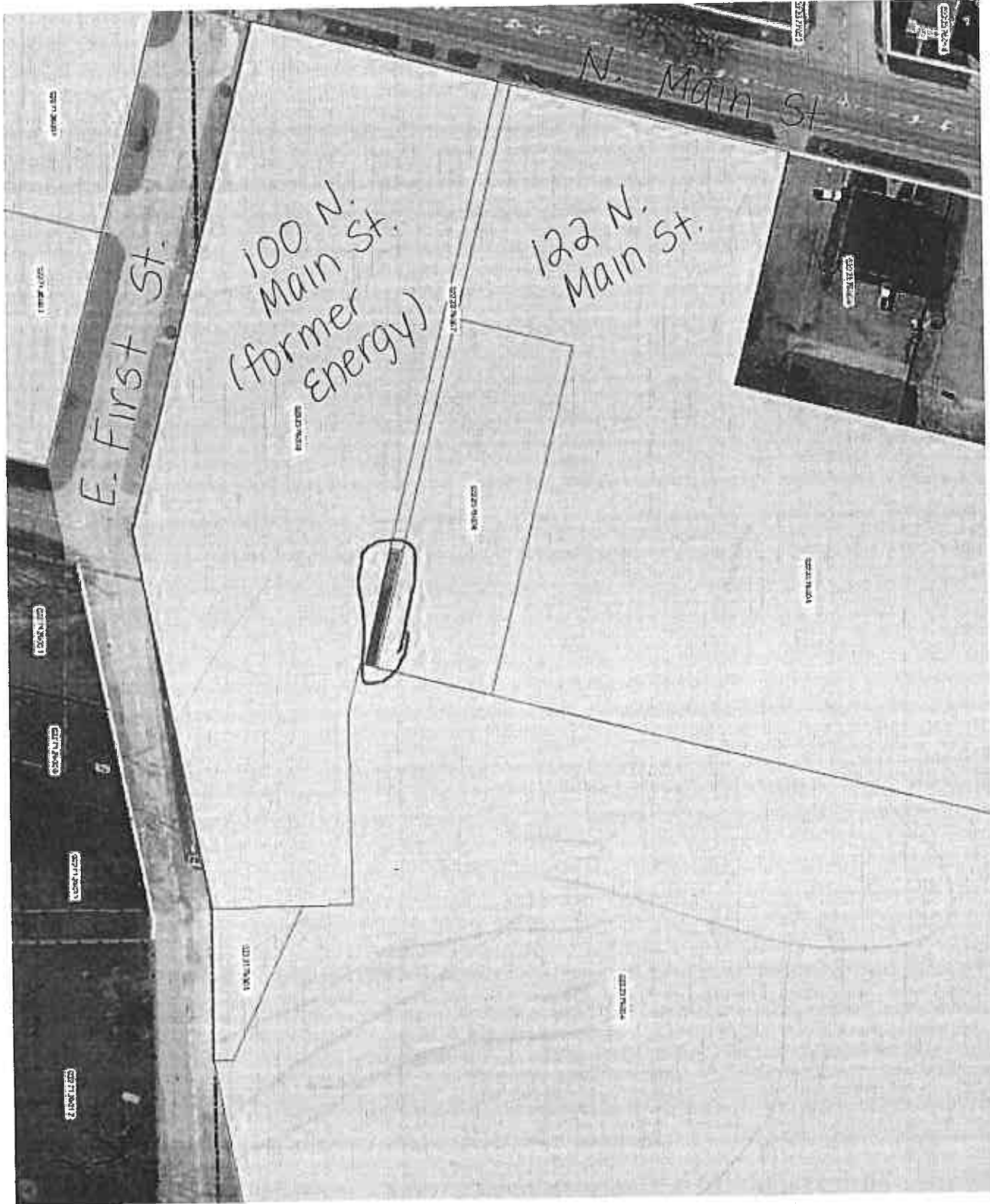
NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby reschedule a Public Hearing related to the vacation of active road right of way generally described as 8-1/2'x80' portion of Locust St lying SEly of Ely ext of S ln OP Lot 51 & N of Energy Company Place Lot 1 for April 5, 2021 at 6:00 p.m.

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 1st day of March, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk



Kitty Creek

City Council Meeting
Prep. Date: 2/22/2021
Preparer: Sally Hinrichsen



Agenda Item: # 15
Agenda Date: 03/01/2021

Communication Page

Agenda Items Description: Ordinance amending the Code of Ordinances of The City of Monticello, Iowa, By Amending provisions pertaining to Section 22.02 "Library Board of Trustees"

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: Proposal by Library Board of Trustees to increase the number of members allowed to live outside the City limits up to two, as decided at their February Board meeting.

Background Information: Board currently has seven members with up to one being allowed to live outside the City limits. The Board has looked into and recommends increasing the number of members allowed to live outside the City limits to two.

In addition, to also remove the requirement of the Jones County Board of Supervisors approval of the member(s) that live outside the City limits. Library Director Michelle Turnis took last member from outside City limits to the County and was advised that there was no need for them to approve the appointment. All members would be appointed by the Mayor with the approval of the Council.

The Library Board and staff both support these changes. This change requires approval of three readings on an Ordinance.

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

ORDINANCE NO.

An Ordinance amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to "Library Board of Trustees".

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

SECTION 1. SECTION MODIFIED. Section 22.02 of the Code of Ordinances of the City of Monticello, Iowa, is repealed and the following adopted in lieu thereof:

22.02 LIBRARY TRUSTEES. The Board of Trustees of the Library, hereinafter referred to as the Board, shall consist of seven members. Of this membership, no more than two members may be nonresidents of the City. All members are to be appointed by the Mayor with the approval of the Council.

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 18th day of February, 2021
2nd reading passed by the Council on this ____ day of _____, 2021
3rd reading passed by the Council on this ____ day of _____, 2021

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

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

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance # ____ was published in the Monticello Express on the ____ day of _____, 2021.

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 2/22/2021
Preparer: Sally Hinrichsen



Agenda Item: # Reports
Agenda Date: 03/01/2021

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. Pending SF143 State Legislation response
2. City Administrator
3. City Clerk
 - a. 103 West First Street building update
 - b. IDOT COVID funding
4. Public Works Director
5. Police Chief
 - a. Ambulance Annual Report
6. Park and Recreation
 - a. Middle School discussion
7. City Engineer



AMBULANCE

2020 Annual Report

The Year of the Pandemic

Much like everyone, 2020 presented a number of challenges to the Monticello Ambulance Service, from keeping staff healthy, to handling increases in call volume, to obtaining the necessary supplies to keep staff safe during operations. It will forever be known as the year of the pandemic and was a busy year to break me in as the new Administrative Director of the service.

As a result of the virus, the service saw a reduction from our average call volume in the early phases of the pandemic. But as the year progressed and the infection rates climbed within our area, the service saw significant increases to our average call volume.

Keeping staff healthy was a significant priority throughout the year. As infection rates increased and our service was handling more Covid-19 related calls, it was important for our staff to remain healthy so that we could ensure continued operations. Our staff did an excellent job with personal hygiene and limiting the spread of the virus even with dozens of exposures.

We had a director change on February 1st, due to the retirement of previous Director Dawn Bruss. I assumed the Administrative Director role and implemented some immediate changes to address some financial sustainability questions. The first being a schedule change that reduced the necessary number of full-time paramedic staff members from 5 paramedics down to 4 paramedics. This reduction of overlapping paramedic coverage reduced some personnel costs. Additionally, we eliminated 3 scheduled part-time paramedic positions. We restructured to maintain 4 full-time paramedics to have 24/7 365 paramedic coverage, and are now supplementing with 2 full-time EMT's who work during the day time hours and are partnered with a paramedic to make a crew. For the evening hours, the paramedics is paired with a local on-call crew member who responds from their home.

Then, in early January of 2021, we were informed that our current schedule of employees working 84 hours pay periods violated FLSA overtime compensation laws and we were again forced to restructure our schedule to have employees only scheduled 40 hours per week instead of the previous 84 hours. This previous schedule had been in existence for nearly 20 years. We were once again able to put a schedule together with our existing staff, but are even more relying on our on-call service members. Keeping the schedule filled and working with a combination of full-time and on-call personnel is one of the more challenging aspects of managing the ambulance service.

In January of 2020 I prepared individual presentations for the townships within our service area requesting a greater contribution towards the operating expenses of the service. Prior to this we were receiving roughly \$14,000 combined total from our 6 townships. After our presentation we increased to almost \$40,000. We anticipate another increase in 2021 making the township contribution a more equitable portion of the appropriation.

We will continue to face new struggles daily and work to provide the most efficiently yet professionally run service we can with your support. I hope you find the information contained within the report useful and beneficial to your position with the City Council. Should you have any questions, please feel free to reach out to me.

Britt D. Smith
Administrative Director

STAFF

FULL_TIME

Lori Lynch	Lead Paramedic
Mary Intlekofer	Paramedic
Brandon Kent	Paramedic, CCP
Shelly Searles	Paramedic
Jenna Weih	EMT
Curt Wyman	AEMT

ON-CALL

Brian Bronemann
Ben Hein
Chris Bell
Jacob Gravel
Mandy Norton
Drew Haag
Sabrina Strella
Shannon Poe
Sonya Johnson
Britt Smith
Devin Arduser
Nick Kähler
Shelley Bronemann
Michael Boysen

VEHICLES

2021 Ford E-450 3,601 miles
2013 Ford E-450 106,326 miles
Polaris Ranger



(2021 Ford E-450 Ambulance)

(Interior View)

SERVICE SNAPSHOT

Total Calls for Service	677
Basic Life Support (BLS) Calls	181
Advanced Life Support (ALS) Calls	294
Total Transports	475
Refusals/Cancellations/Denials/Lift Assist	181
Billing Revenue	\$266,820.30
Township Revenues	\$39,734.00
General Operating Budget	\$515,237.00

Beginning in 2020 we began participating in a couple new programs to assist in minimizing the revenue shortage. The first being the Ground Emergency Medical Transportation program (GEMT) that will supplement the shortfalls in the Medicaid calls that are significantly underfunded. This participation creates an additional add on rate to our Medicaid calls that is meant to supplement these shortages from the contracted rates.

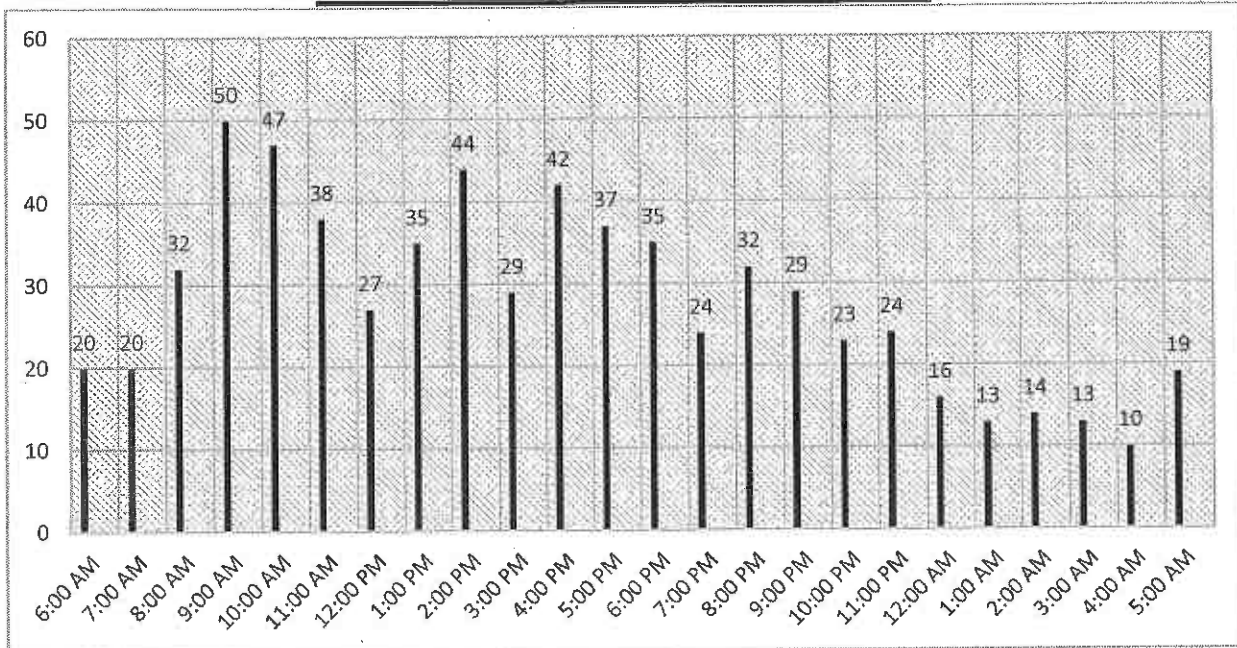
Collections are now also being processed through a third-party vendor. Delinquent payments outside of insurance are now being handled and collected through a new third-party collection's vendor. While small initially, these collections payments will continue to grow over the coming years.

SERVICE AREA

160 Square Mile Service Area, covering the City of Monticello and 8 additional townships throughout Jones, Delaware and Linn Counties. Castle Grove, Cass, Lovell, Richland, Wayne, and Scotch Grove townships in Jones County. Boulder Township in Linn County, and South Fork Township in Delaware County.



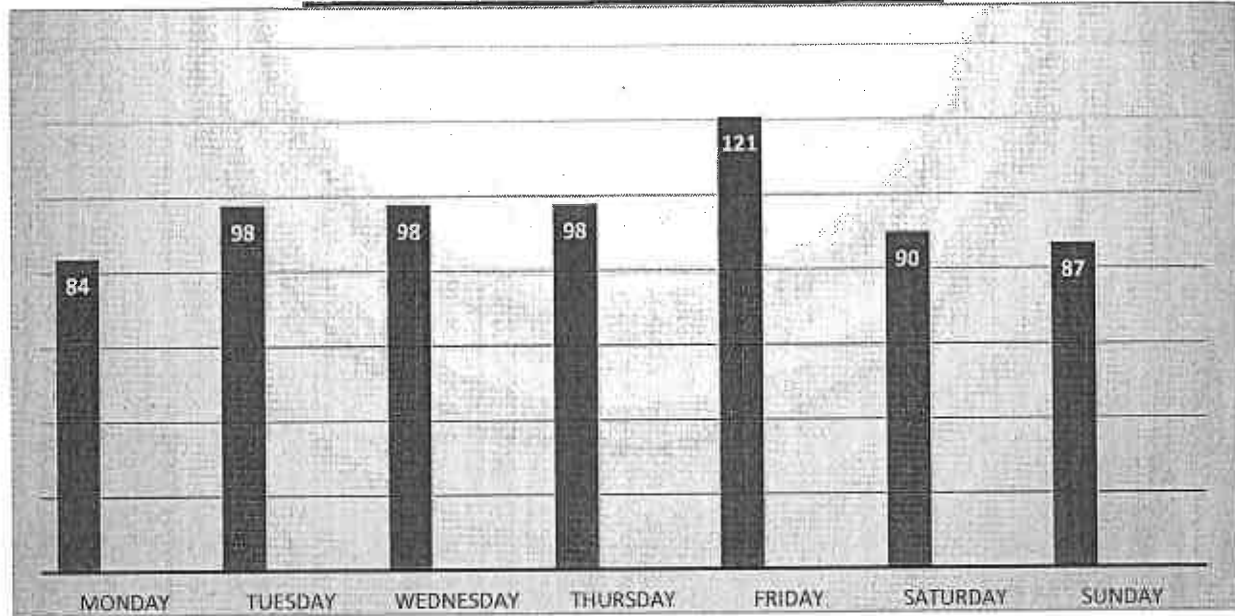
CALL VOLUME BY TIME



Our 4 Full-Time Paramedics provide the basis of our 24-hour EMS coverage every day. Our Paramedics are paired with a second crew member, during the day it is a full-time EMT and at night it is an on-call service member. Our Full-Time EMT coverage handles calls between the hours of 6:00am and 4:00/6:00pm daily. This time period is the most difficult to get consistent EMT coverage from our on-call/local crew members as all of them have full-time employment. Without this Full-Time EMT coverage we would fail to respond to the highest majority of our calls for service during the daytime hours. Our on-call service members typically become available to cover calls for service after 4pm each day depending on their full-time work schedules, and are relieved at 6:00am daily as they are needing to begin preparing for their full-time employment.

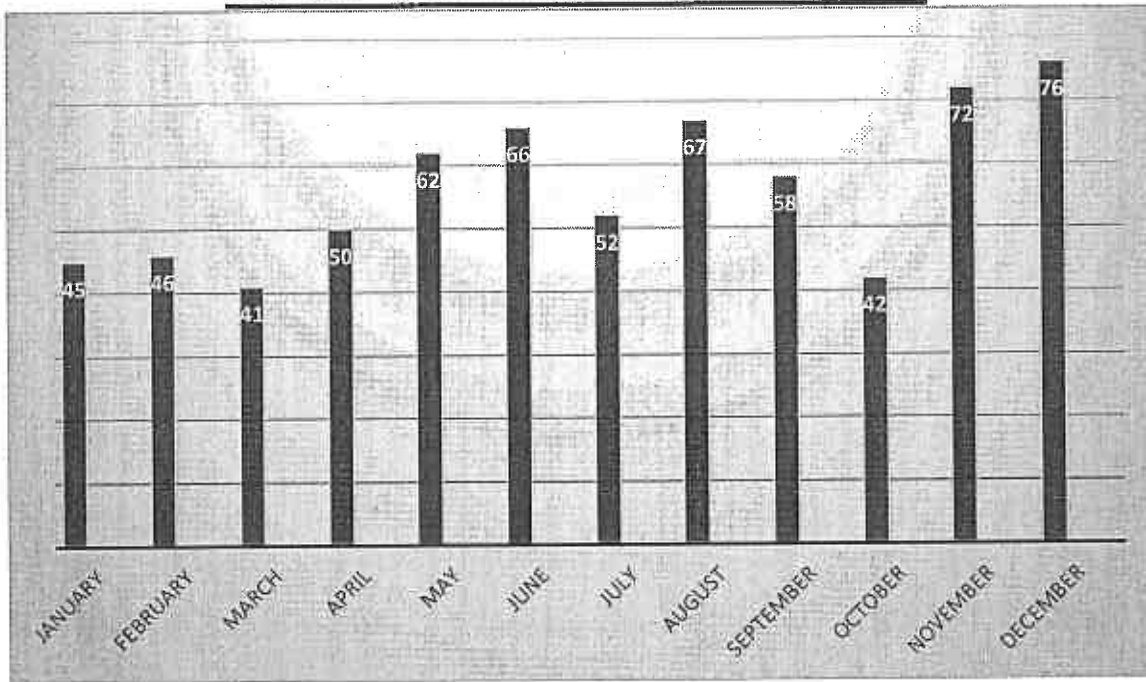
It would make the most sense to have your full-time service members working during the times of the busiest call volume, from 8am to 10pm, but in reality, when depending on an on-call work force we must tailor our work schedules to not only meet our call volumes, but to also accommodate our workforce availability. The Ambulance service cannot provide the 24/7 coverage without a combination of our full-time members and our on-call members. To employ a 100% paid crew would provide the best experience and capabilities to our patients, but would be too costly to work in a community of our size. To rely 100% on our on-call/local crew members would leave us not responding to over half of our calls for service and leave us responding with minimal experience and capabilities for our patients. It is this combination of full-time personnel coupled with on-call/local personnel that helps us balance expenses yet provide for the best patient care.

CALL VOLUME BY WEEK



I calculated our call volume by day of the week. These week day numbers show the total number of calls for each day over the course of 2020.

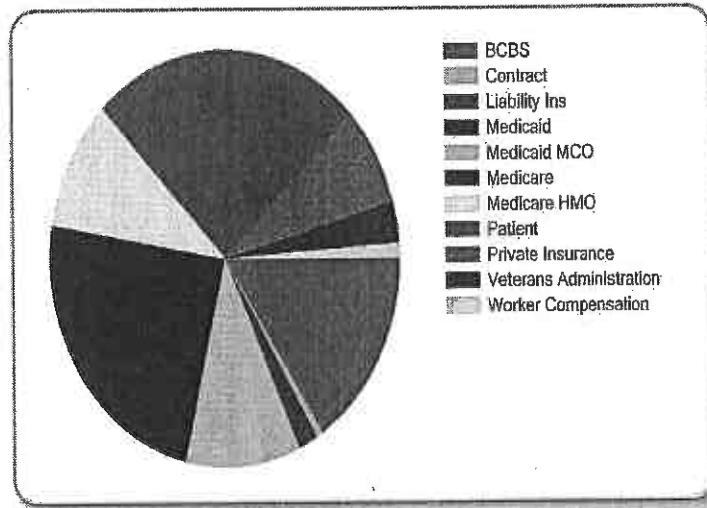
CALL VOLUME BY MONTH



I calculated our call volume by month. These monthly numbers show our significant increase in calls in the months of November and December when our Covid-19 infection rates were at their highest in Jones County.

Receipts by Payer Group

Payer Group Description	Total Payments	
BCBS	(\$33,612.88)	12.6 %
Contract	(\$1,116.00)	0.4 %
Liability Ins	(\$7,130.42)	2.7 %
Medicaid	\$0.00	0.0 %
Medicaid MCO	(\$8,429.03)	3.2 %
Medicare	(\$113,325.30)	42.5 %
Medicare HMO	(\$31,254.46)	11.7 %
Patient	(\$32,946.94)	12.3 %
Private Insurance	(\$24,894.19)	9.3 %
Veterans Administration	(\$12,062.95)	4.5 %
Worker Compensation	(\$2,048.21)	0.8 %
Totals	(\$266,820.38)	



January 2020- June 2020

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Beginning AR	\$95,616.86	\$97,154.33	\$95,728.64	\$81,457.38	\$83,659.63	\$89,716.03
Charges	\$38,073.08	\$37,430.58	\$33,694.68	\$39,583.24	\$53,822.79	\$49,061.67
Contractual Adjustments	(\$15,166.73)	(\$18,984.33)	(\$21,135.85)	(\$16,414.44)	(\$14,917.67)	(\$22,179.91)
Gross Net Charges	\$22,906.35	\$18,446.25	\$12,559.03	\$23,168.80	\$38,905.12	\$25,881.76
Courtesy Discounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bad Debt Write Off	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$350.84)
Bankruptcy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Misc Adjustments	(\$633.08)	(\$1,922.74)	(\$1,127.08)	(\$1,867.34)	(\$1,957.21)	(\$1,601.43)
Net Charges	\$22,273.27	\$16,523.51	\$11,431.95	\$21,301.46	\$36,947.91	\$23,929.49
Insurance Refunds	\$0.00	\$0.00	\$0.00	\$366.87	\$1,090.72	\$2,283.18
Patient Refunds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Returned Checks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Refunds	\$0.00	\$0.00	\$0.00	\$366.87	\$1,090.72	\$2,283.18
Insurance Payments	(\$18,066.25)	(\$15,449.50)	(\$23,080.75)	(\$16,034.58)	(\$24,278.85)	(\$19,338.88)
Patient Payments	(\$2,669.55)	(\$2,498.70)	(\$2,622.46)	(\$3,431.50)	(\$7,703.28)	(\$1,346.89)
Bad Debt Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Payments	(\$20,735.80)	(\$17,949.20)	(\$25,703.21)	(\$19,466.08)	(\$31,982.23)	(\$20,685.77)
Net Payments	(\$20,735.80)	(\$17,949.20)	(\$25,703.21)	(\$19,099.21)	(\$30,891.51)	(\$18,402.59)
Ending A/R	\$97,154.33	\$95,728.64	\$81,457.38	\$83,659.63	\$89,716.03	\$95,244.98
OPERATING RATIOS:						
Total Runs (PCRs)	46	46	41	50	62	66
Gross Days in AR	66.87	69.05	67.14	68.01	63.53	60.59
Avg Charge / Transport	\$827.68	\$813.71	\$821.82	\$791.66	\$868.11	\$728.21
Avg Revenue / Transport	\$450.78	\$390.20	\$628.91	\$389.32	\$515.84	\$313.39
ALS EMERGENT	15.00	20.00	13.00	12.00	25.00	14.00
ALS NON-EMERGENT	2.00	0.00	2.00	0.00	4.00	4.00
ALS2	0.00	1.00	0.00	2.00	3.00	3.00
Ambulance Response, Treatment	3.00	1.00	4.00	4.00	-1.00	4.00
BLS EMERGENT	16.00	11.00	16.00	17.00	12.00	19.00
BLS NON-EMERGENT	2.00	1.00	0.00	1.00	1.00	5.00
DOA	0.00	0.00	0.00	0.00	0.00	0.00
MILEAGE ALS	347.30	472.40	269.80	328.80	768.20	453.60
MILEAGE BLS	363.20	202.40	278.60	492.30	291.30	419.80
MILEAGE, NON-COVERED	0.00	0.00	25.40	0.00	0.00	0.00
NO CHARGE TICKET	8.00	12.00	8.00	14.00	18.00	17.00
TIER, PARAMEDIC INTERCEPT	0.00	0.00	2.00	0.00	2.00	0.00

July 2020-December 2020

Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Totals
\$95,244.93	\$98,621.81	\$111,155.23	\$113,761.26	\$79,587.27	\$112,301.26	\$95,816.86
\$44,232.71	\$50,795.30	\$54,363.61	\$27,369.48	\$62,304.89	\$56,947.43	\$546,679.46
(\$15,469.58)	(\$17,169.65)	(\$22,761.31)	(\$32,804.64)	(\$11,242.23)	(\$21,420.45)	(\$229,657.59)
\$28,772.13	\$33,625.65	\$31,602.30	(\$5,435.16)	\$51,062.66	\$35,526.98	\$317,021.87
\$0.00	\$0.00	\$0.00	(\$0.01)	\$0.00	(\$87.80)	(\$87.81)
\$0.00	\$0.00	(\$1,334.00)	\$0.00	\$0.00	\$0.00	(\$1,684.84)
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(\$1,657.62)	(\$2,010.04)	(\$1,295.83)	(\$44.33)	(\$4,459.27)	(\$744.23)	(\$19,320.20)
\$27,114.51	\$31,615.61	\$28,972.47	(\$5,479.50)	\$46,603.39	\$34,694.95	\$295,929.02
\$304.41	\$265.42	\$248.58	\$0.00	\$1,733.38	\$0.00	\$6,292.54
\$0.00	\$0.00	\$354.50	\$0.00	\$187.32	\$0.00	\$541.82
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$304.41	\$265.42	\$603.06	\$0.00	\$1,920.70	\$0.00	\$5,834.35
(\$20,211.61)	(\$15,814.92)	(\$25,391.96)	(\$26,735.72)	(\$14,125.85)	(\$21,688.31)	(\$240,216.27)
(\$3,830.43)	(\$3,532.89)	(\$1,577.55)	(\$1,958.77)	(\$1,683.25)	(\$592.40)	(\$33,438.47)
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(\$24,042.04)	(\$19,347.51)	(\$26,969.50)	(\$28,894.49)	(\$15,810.10)	(\$22,270.71)	(\$273,654.74)
(\$23,737.63)	(\$19,082.19)	(\$26,366.44)	(\$28,694.49)	(\$13,889.40)	(\$22,270.71)	(\$266,820.38)
\$98,621.81	\$111,155.23	\$113,761.26	\$79,587.27	\$112,301.26	\$124,725.50	\$124,725.50
52	65	60	41	73	75	677
60.75	69.91	68.53	54.05	70.17	78.43	
\$850.63	\$781.47	\$906.06	\$667.55	\$853.49	\$759.30	\$807.50
\$462.35	\$297.66	\$449.49	\$699.87	\$216.58	\$296.94	\$404.22
25.00	27.00	32.00	10.00	28.00	27.00	248.00
1.00	1.00	4.00	1.00	3.00	2.00	24.00
0.00	4.00	2.00	4.00	1.00	2.00	22.00
7.00	2.00	2.00	2.00	10.00	10.00	48.00
11.00	7.00	6.00	5.00	19.00	16.00	155.00
0.00	5.00	2.00	4.00	3.00	3.00	27.00
2.00	1.00	0.00	1.00	0.00	0.00	4.00
631.40	718.40	966.00	329.30	767.30	705.60	6,778.10
148.90	176.10	72.10	137.70	414.50	235.10	3,232.00
23.10	0.00	0.00	0.00	15.50	24.90	88.90
6.00	18.00	11.00	13.00	9.00	15.00	147.00
0.00	0.00	1.00	1.00	0.00	0.00	2.00

As always, if there is anything you would like more information on or to discuss in greater detail, please don't hesitate to reach out to me.

Sincerely,



Britt D. Smith

