

# City of Monticello, Iowa

www.ci.monticello.ia.us

Posted on April 2, 2021 at 5:00 p.m.

Monticello City Council Meeting April 5, 2021 @ 6:00 p.m.

Monticello Renaissance Center, 220 E. 1<sup>st</sup> Street, Monticello, Iowa

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

- 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	March	15, 2021
Approval of Payroll	March	25, 2021
Approval of Bill List		
Approval of Casey's liquor License		

## Motions:

1. **Motion** directing staff to continue processing a request by McMATT Properties for a Tax Incentive and Rebate (Development Agreement) for a self-storage improvement on land at 725 John Drive

## Public Hearings:

2. **Public Hearing** on proposed vacation of active road right of way generally described as -8½ 'x80' portion of Locust St lying SEly of Ely ext of S ln OP Lot 51 & N of Energy Company Place Lot 1

3. **Resolution** Vacating Roadway Right-of-Way and transferring same to adjacent property owners
4. **Public Hearing** on proposed sale of property located at 103 West First Street
5. **Resolution** to approve sale of City Owned Property located at 103 West First Street

**Proclamation:**

6. Sexual Assault Awareness Month

**Presentation:**

7. **Presentation** related to July 4<sup>th</sup> Parade update – Tom Osbourne
8. **Motion** to approve request for a donation for July 4<sup>th</sup> Parade

**Resolutions:**

9. **Resolution** Accepting FAA Grant Agreement, project No. 3-19-0061-011-2021, Monticello Airport Coronavirus Response Grant Program and directing the City's Designated Official to execute said grant agreement
10. **Resolution** Approving James W & Carole M Collier Tax Abatement Application related to Residential Improvements constructed at 501 Locust Court, Monticello, Iowa
11. **Resolution** Approving the purchase of the ENZ Bulldog Anti-blast Nozzle 1" and the Hydroexcavating Nozzle for the City Sewer Jet Truck from Mid-Iowa of Johnston, Iowa

**Ordinances:**

12. **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 (3<sup>rd</sup> and final reading)
13. **Ordinance** repealing provisions pertaining to "Library Board of Trustees" as amended by Ordinance 739

**Reports / Potential Action:**

1. City Engineer
2. Mayor
  - a. Robert's Rules of Order
3. City Administrator
4. City Clerk
5. Public Works Director
  - a. Hwy 38 Overlay Project
6. Water/Wastewater Superintendent
7. Police Chief
  - a. Canine

- b. Public Safety Event
- 8. Park and Recreation
- 9. Library Director

**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: April 5th, 2021 City Council Meeting  
Time: Apr 5, 2021 06:00 PM Central Time (US and Canada)

Join Zoom Meeting  
<https://us02web.zoom.us/j/84048347204>

Meeting ID: 840 4834 7204  
One tap mobile  
+13126266799,,84048347204# US (Chicago)  
+16465588656,,84048347204# 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: 840 4834 7204  
Find your local number: <https://us02web.zoom.us/j/84048347204>

# PAYROLL - MARCH 25, 2021

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
<b>AMBULANCE</b>	<b>March 8 - 21, 2021</b>				
Kylie Flanagan	\$ 223.00	\$ -	0.00	0.00	\$ 190.65
Mason Hanson	223.00	-	0.00	0.00	191.65
Mary Intkekofer	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	2,059.14	89.59	0.00	0.00	1,499.97
Curtis Wyman	1,639.23	15.23	3.00	48.38	1,111.56
<b>TOTAL AMBULANCE</b>	<b>\$ 11,760.37</b>	<b>\$ 104.82</b>	<b>3.00</b>	<b>54.38</b>	<b>\$ 8,148.01</b>
<b>CEMETERY</b>	<b>March 6 - 19, 2021</b>				
Dan McDonald	\$ 1,779.70	\$ 79.69	0.00	0.00	\$ 1,288.04
<b>TOTAL CEMETERY</b>	<b>\$ 1,779.70</b>	<b>\$ 79.69</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 1,288.04</b>
<b>CITY HALL</b>	<b>March 7 - 20, 2021</b>				
Cheryl Clark	\$ 2,097.90	\$ 24.30	0.00	43.50	\$ 1,486.13
Russ Farnum	3,903.85	-	0.00	0.00	2,643.54
Sally Hinrichsen	3,060.32	-	0.00	0.00	1,995.69
Nanci Tuel	1,798.22	-	0.00	0.00	1,258.77
<b>TOTAL CITY HALL</b>	<b>\$ 10,860.29</b>	<b>\$ 24.30</b>	<b>0.00</b>	<b>43.50</b>	<b>\$ 7,384.13</b>
<b>COUNCIL / MAYOR</b>					
Scott Brighton	\$ 100.00	\$ -	0.00	0.00	\$ 92.26
Dave Goedken	100.00	-	0.00	0.00	92.26
Brenda 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
<b>TOTAL COUNCIL / MAYOR</b>	<b>\$ 900.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 828.61</b>
<b>LIBRARY</b>	<b>March 8 - 21, 2021</b>				
Molli Hunter	\$ 599.25	\$ -	0.00	0.00	\$ 435.83
Penny Schmit	1,132.00	-	0.00	0.00	628.88
Michelle Turnis	1,655.77	-	0.00	0.00	1,034.47
<b>TOTAL LIBRARY</b>	<b>\$ 3,387.02</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,099.18</b>
<b>MBC</b>	<b>March 8 - 21, 2021</b>				
Jacob Oswald	\$ 2,395.19	\$ -	0.00	0.00	\$ 1,858.97
Shannon Poe	1,624.23	-	0.00	0.00	1,115.58
<b>TOTAL MBC</b>	<b>\$ 4,019.42</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,974.55</b>
<b>POLICE</b>	<b>March 8 - 21, 2021</b>				
Zachary Buehler	\$ 2,037.00	\$ -	0.00	0.00	\$ 1,511.44
Peter Fleming	2,142.00	-	0.00	24.50	1,515.75
Dawn Graver	2,400.00	-	0.00	0.00	1,726.29
Erik Honda	2,472.50	-	0.00	10.00	1,833.64
Jordan Koos	2,436.00	-	0.00	5.00	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

# PAYROLL - MARCH 25, 2021

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
<b>POLICE (cont.)</b>					
Brian Tate	2,457.00	-	0.00	0.00	1,815.57
<b>TOTAL POLICE</b>	\$ 18,471.05	\$ -	0.00	39.50	\$ 13,516.79
<b>ROAD USE</b>					
	<b>March 6 - 19, 2021</b>				
Zeb Bowser	\$ 1,923.13	\$ 223.13	0.00	0.00	\$ 1,408.79
Cassidy Russell	1,050.00	-	0.00	0.00	788.33
<b>TOTAL ROAD USE</b>	\$ 2,973.13	\$ 223.13	0.00	0.00	\$ 2,197.12
<b>SANITATION</b>					
	<b>March 6 - 19, 2021</b>				
Michael Boyson	\$ 1,915.16	\$ 215.16	0.00	0.00	\$ 1,355.14
Nick Kahler	2,911.73	-	0.00	0.00	2,125.12
<b>TOTAL SANITATION</b>	\$ 4,826.89	\$ 215.16	0.00	0.00	\$ 3,480.26
<b>SEWER</b>					
	<b>March 6 - 19, 2021</b>				
Tim Schultz	\$ 2,147.75	\$ 387.75	0.00	40.13	\$ 1,548.42
Jim Tjaden	2,346.15	-	0.00	0.00	1,701.48
<b>TOTAL SEWER</b>	\$ 4,493.90	\$ 387.75	0.00	40.13	\$ 3,249.90
<b>WATER</b>					
	<b>March 6 - 19, 2021</b>				
Daniel Pike	\$ 2,203.49	\$ 323.25	0.00	7.00	\$ 1,628.60
<b>TOTAL WATER</b>	\$ 2,203.49	\$ 323.25	0.00	7.00	\$ 1,628.60
<b>TOTAL - ALL DEPTS.</b>	<b>\$ 65,675.26</b>	<b>\$ 1,358.10</b>	<b>3.00</b>	<b>184.51</b>	<b>\$ 46,795.19</b>

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
AT&T MOBILITY	PD CELL PHONES	173.75			
INSURANCE ASSOCIATES, INC.	INSURANCE - CYBER & CRIME	535.00			
LAPORTE MOTOR SUPPLY	PD VEHICLE OPERATING				
			-----		
	110 POLICE DEPARTMENT TOTAL		708.75		
STREET LIGHTS					
ALLIANT ENERGY-IES	E FIRST STREETLIGHTS	4,687.46			
			-----		
	230 STREET LIGHTS TOTAL		4,687.46		
CEMETERY					
JOHN DEERE FINANCIAL	CEMETERY GROUNDS SUPPLIES	34.95			
			-----		
	450 CEMETERY TOTAL		34.95		
ATTORNEY					
LYNCH DALLAS, P.C.	ATTORNEY FEES	841.50			
			-----		
	641 ATTORNEY TOTAL		841.50		
CITY HALL/GENERAL BLDGS					
BAKER PAPER CO INC	CH BUILDING REPAIR/MAINT	34.66			
INSURANCE ASSOCIATES, INC.	INSURANCE - CYBER & CRIME	535.00			
WYATT KEEHNER	CH WINDOW CLEANING	62.00			
			-----		
	650 CITY HALL/GENERAL BLDGS TOTAL		631.66		
			-----		
	001 GENERAL TOTAL		6,904.32		
MONTICELLO BERNDES CENTER					
PARKS					
BAKER PAPER CO INC	MBC BUILDING SUPPLIES	127.38			
ROBERT P CLAUSSEN	MBC BUILDING REPAIR/MAINT	100.00			
INSURANCE ASSOCIATES, INC.	INSURANCE - CYBER & CRIME	535.00			
JOHN DEERE FINANCIAL	MBC GROUNDS SUPPLIES	61.93			
JONES CO CATTLEMEN'S ASSOC	MBC DAMAGE DEPOSIT REFUND	200.00			
NATIONAL RECREATION & PARK	NRPA MEMBERSHIP - OSWALD & POE	625.00			
WELLS FARGO VENDOR FINANCIAL	2020 TOOLCAT PAYMENT	1,048.95			
			-----		
	430 PARKS TOTAL		2,698.26		
			-----		
	005 MONTICELLO BERNDES CENTER TOTAL		2,698.26		
FIRE					
FIRE SERVICE TRAINING BUREAU	FIRE TRAINING - BALENTINE	550.00			
SANDRY FIRE SUPPLY	FIRE HELMETS	677.40			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	150 FIRE TOTAL		1,227.40		
	015 FIRE TOTAL		1,227.40		
AMBULANCE					
AMBULANCE					
AT&T MOBILITY	AMB CELL PHONES		80.19		
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES		312.80		
INSURANCE ASSOCIATES, INC.	INSURANCE - CYBER & CRIME		535.00		
DAVID B MCNEILL	AMB BUILDING REPAIR/MAINT		9.79		
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES		2,425.84		
STERICYCLE, INC.	AMB PHARMACEUTICAL DISPOSAL		79.35		
	160 AMBULANCE TOTAL		3,442.97		
	016 AMBULANCE TOTAL		3,442.97		
LIBRARY IMPROVEMENT					
LIBRARY					
DAVID B MCNEILL	LIB IMP PROGRAMS/PROMOTIONS		8.64		
	410 LIBRARY TOTAL		8.64		
	030 LIBRARY IMPROVEMENT TOTAL		8.64		
LIBRARY					
LIBRARY					
BAKER & TAYLOR BOOKS	LIB AUDIO RECORDINGS		163.74		
INSURANCE ASSOCIATES, INC.	INSURANCE - CYBER & CRIME		535.00		
JOHN DEERE FINANCIAL	LIB BUILDING SUPPLIES		8.48		
MICRO MARKETING LLC	LIB AUDIO RECORDINGS		34.00		
WYATT KEEHNER	LIB WINDOW CLEANING		230.00		
	410 LIBRARY TOTAL		971.22		
	041 LIBRARY TOTAL		971.22		
AIRPORT					
AIRPORT					
BAKER PAPER CO INC	AIRPORT BUILDING SUPPLIES		55.86		
BIECHLER ELECTRIC, INC.	AIRPORT EQUIP REPAIR/MAINT		275.00		
KRAUS PLUMBING & HEATING INC	AIRPORT BLDG REPAIR/MAINT		87.80		
LAPORTE MOTOR SUPPLY	AIRPORT GROUNDS SUPPLIES		137.96		
LASLEY ELECTRIC LLC	AIRPORT BLDG REPAIR/MAINT		195.98		
M TOWN TIRE & AUTO	AIRPORT EQUIP REPAIR/MAINT		241.00		
MONTI HOME IMPROVEMENTS, INC.	AIRPORT EQUIP REPAIR/MAINT		426.60		
MONTICELLO AVIATION INC	AIRPORT MANAGER		2,773.90		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	280 AIRPORT TOTAL		4,194.10		
	046 AIRPORT TOTAL		4,194.10		
ROAD USE					
STREETS					
ALLIANT ENERGY-IES	22059 HWY 38		429.28		
AT&T MOBILITY	RU TABLET		41.27		
CENTRAL IOWA DISTRIBUTING INC	RU SUPPLIES		79.50		
RODNEY COOHEY	RU STREET MAINTENANCE SUPPLIES		1,596.00		
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT		326.40		
W.W. GRAINGER, INC	RU TREE REMOVAL & PLANTING		93.93		
JOHN DEERE FINANCIAL	RU VEHICLE OPERATING SUPPLIES		65.75		
M TOWN TIRE & AUTO	RU EQUIP REPAIR/MAINT		90.00		
MID-IOWA SOLID WASTE EQUIP CO	RU EQUIP REPAIR/MAINT		2,165.92		
VERMEER IOWA & N MISSOURI	RU EQUIP REPAIR/MAINT		132.31		
WELTER STORAGE EQUIP CO., INC.	RU BLDG REPAIR/MAINT		844.00		
	210 STREETS TOTAL		5,864.36		
	110 ROAD USE TOTAL		5,864.36		
BATY DISC GOLF COURSE					
PARKS					
CLARK EQUIPMENT COMPANY	BATY SNOWBLOWER & HYD MOTOR PK		4,632.96		
	430 PARKS TOTAL		4,632.96		
	338 BATY DISC GOLF COURSE TOTAL		4,632.96		
C.C. BIDWELL LIBRARY BOOK					
LIBRARY					
BAKER & TAYLOR BOOKS	LIB BIDWELL BOOKS		99.64		
	410 LIBRARY TOTAL		99.64		
	502 C.C. BIDWELL LIBRARY BOOK TOTAL		99.64		
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		



CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
WATER					
WATER					
ALLIANT ENERGY-IES	16540 190TH ST WATER TOWER	217.70			
AT&T MOBILITY	WATER CELL PHONE & TABLET	71.59			
ROBERTA BRANDT	OVERPAYMENT REFUND - RECKER	28.89			
LINDA KAHLER	WATER CLOTHING	164.50			
MUNICIPAL SUPPLY INC	WATER SUPPLIES	170.91			
USA BLUE BOOK	WATER SUPPLIES	123.91			
			-----		
	810 WATER TOTAL		777.50		
			-----		
	600 WATER TOTAL		777.50		
			-----		
CUSTOMER DEPOSITS					
WATER					
ANARELY AGUILAR	WATER DEPOSIT REFUND	136.32			
CITY OF MONTICELLO	MARTIN/DAYANA	773.19			
MEGAN KNATZ	WATER DEPOSIT REFUND	5.12			
NORMA MCDONELL	WATER DEPOSIT REFUND	10.57			
COLIN REEG	WATER DEPOSIT REFUND	5.12			
ZOE STEVENS	WATER DEPOSIT REFUND	10.57			
JACOB THOMPSON	WATER DEPOSIT REFUND	39.11			
			-----		
	810 WATER TOTAL		980.00		
			-----		
	602 CUSTOMER DEPOSITS TOTAL		980.00		
			-----		
SEWER					
SEWER					
ALTORFER INC.	SEWER EQUIP REPAIR/MAINT	1,381.00			
BAKER PAPER CO INC	SEWER LAB SUPPLIES	70.61			
FAREWAY STORES #840-1	SEWER LAB SUPPLIES	11.88			
JOHN DEERE FINANCIAL	SEWER OSHA SUPPLIES	14.99			
LINDA KAHLER	SEWER CLOTHING	164.50			
M TOWN TIRE & AUTO	SEWER EQUIP REPAIR/MAINT	113.00			
			-----		
	815 SEWER TOTAL		1,755.98		
			-----		
	610 SEWER TOTAL		1,755.98		
			-----		
SEWER CAPITAL IMPROVEMENT					
SEWER					
SNYDER & ASSOCIATES, INC	SEWER FACILITY EVALUATION	5,650.00			
			-----		
	815 SEWER TOTAL		5,650.00		
			-----		
	613 SEWER CAPITAL IMPROVEMENT TOTAL		5,650.00		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
SANITATION					
SANITATION					
REPUBLIC SERVICES	RESIDENTIAL GARBAGE	22,752.44			
RANDALL G THUMAN	SANITATION COMPOST	7,500.00			
			-----		
	840 SANITATION TOTAL		30,252.44		
			-----		
	670 SANITATION TOTAL		30,252.44		
			-----		
	Accounts Payable Total		69,504.13		

### CLAIMS REPORT CLAIMS FUND SUMMARY

FUND NAME	AMOUNT
001 GENERAL	6,904.32
005 MONTICELLO BERNDEN CENTER	2,698.26
015 FIRE	1,227.40
016 AMBULANCE	3,442.97
030 LIBRARY IMPROVEMENT	8.64
041 LIBRARY	971.22
046 AIRPORT	4,194.10
110 ROAD USE	5,864.36
338 BATY DISC GOLF COURSE	4,632.96
502 C.C. BIDWELL LIBRARY BOOK	99.64
503 TRUST/IOMA MARY BAKER	44.34
600 WATER	777.50
602 CUSTOMER DEPOSITS	980.00
610 SEWER	1,755.98
613 SEWER CAPITAL IMPROVEMENT	5,650.00
670 SANITATION	30,252.44
-----	
TOTAL FUNDS	69,504.13

City Council Meeting  
 Prep. Date: 4/01/2021  
 Preparer: Russ Farnum



Agenda Item: # **1**  
 Agenda Date: 04/05/21

*Communication Page*

**Agenda Items Description:** Motion directing Staff to continue processing a request by McMATT Properties for a Tax Incentive and Rebate (Development Agreement) for self-storage improvement on land at 725 John Drive

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

**Attachments & Enclosures:**

Request for Funding

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Synopsis:** Mike McDonough, on behalf of McMATT Properties, has requested a tax incentive for improvements to the land at 725 John Drive. This would be the remainder commercial parcel at the north end of the proposed new cul-de-sac in Northridge. A letter outlining the request, and a site plan, are attached.

Mike has specifically asked the Council to accelerate review in order for him to lock in material pricing to proceed with the project. Unfortunately there are specific timeframes and obligations the City must meet in order to grant formal approval. However, a positive indication from the Council that they will consider (or not consider) the request will help McDonough proceed in a timely manner.

**Background Information:**

McDonough's request is attached. Based upon value projections from his construction costs, the requested 10-year tax rebate and \$20,000 grant would total approximately \$114,000. There is no new employment created by the development, but there would be a new commercial investment of about \$400,000 in the community, which would also provide a convenient service for nearby residents.

The total incentives requested with the rebate over 10 years will equate to nearly 25% of the initial project investment.

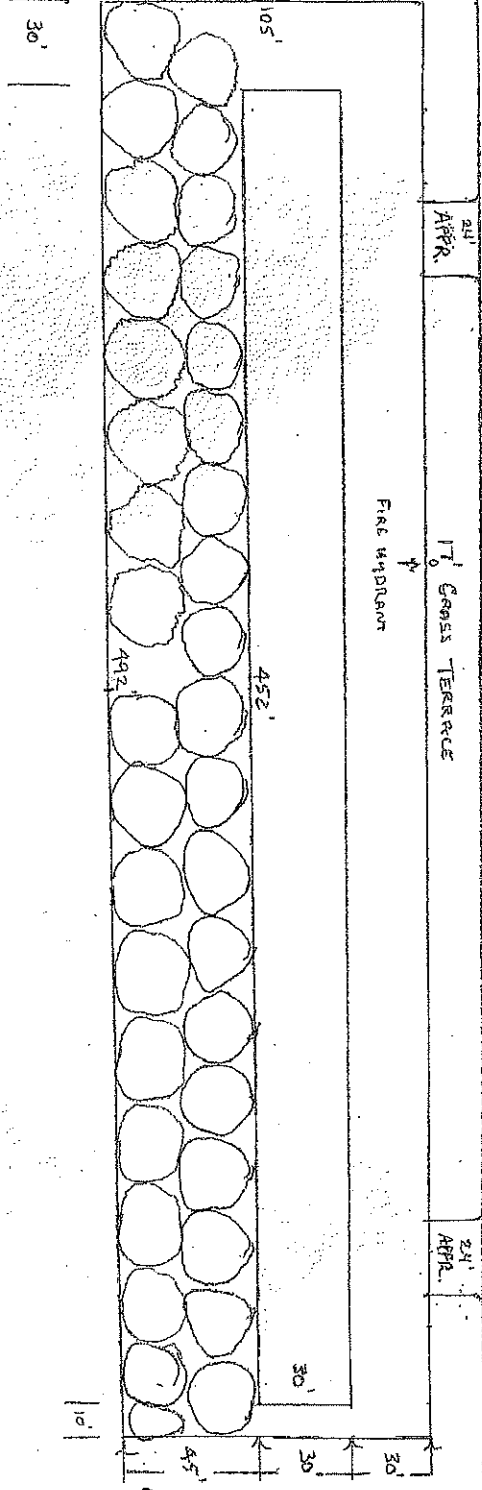
Year	Rebate %	Total Tax	Amt Rebated	Total Rebated
2022	90	\$ 13,500	\$ 12,150	
2023	90	\$ 13,500	\$ 12,150	\$ 24,300
2024	80	\$ 13,500	\$ 10,800	\$ 35,100
2025	80	\$ 13,500	\$ 10,800	\$ 45,900
2026	70	\$ 13,500	\$ 9,450	\$ 55,350
2027	70	\$ 13,500	\$ 9,450	\$ 64,800
2028	60	\$ 13,500	\$ 8,100	\$ 72,900
2029	60	\$ 13,500	\$ 8,100	\$ 81,000
2030	50	\$ 13,500	\$ 6,750	\$ 87,750
2031	50	\$ 13,500	\$ 6,750	\$ 94,500
Plus Initial Grant			\$ 20,000	\$ <b>114,500</b>

**Staff Recommendation:**

Council direction on the scope and overall dollar amount of the incentive package is requested.

VALLEY DRIVE

17' GRASS TERRACE



24' APPLE

FIRE HYDRANT

17' GRASS TERRACE

24' APPLE

JOHN DRIVE

STORM DRAIN

N  
↑

## PROPOSED DEVELOPERS TERMS

To: The City of Monticello, Iowa

McMATT Properties would like to approach the council to share with them a proposal of a new construction project to potentially take place at 725 John Drive in Monticello. This project would be the construction of a 30' x 452' mini storage warehouse building in an area of town that could give benefits to a developing neighborhood that currently has building covenants that do not allow for additional buildings or yard sheds within its residential subdivision.

The proposed lot encompasses 1.19 acres M/L and is located on the corner of John Drive to the north and Valley Drive to the west. It is a lot that is unique in the fact that it has 2 rows of Arborvitae trees that buffer the residential area from the commercial area. The trees are located on this lot and take up approximately 45' of the south or rear of the lot. In leaving the trees for the buffer between residential and commercial and cooperating with Monticello's frontal lot set back of 30', the deepest building that could be constructed on this lot is 30'. This would virtually eliminate most, if not all, commercial improvements other than a one-sided mini storage warehouse. Without a project like this, the realization of a commercial improvement to this lot could take many years-maybe never- before generating any future taxes for the city.

This is a project that will not directly create jobs within the community but has the potential to help sell lots or new homes on lots within the surrounding subdivision that we feel will be an area that will conform to more of a modestly priced home-maybe with a 2-car garage-that could use extra storage. The extra storage at such a close proximity should help with homeowners taking pride in their property by keeping "out of season" or outside personal belongings out of sight.

Below is a breakdown of the estimated cost of construction for this project.

**OPTION #1**

Lot Cost	-	\$35,000.00
Building	-	\$190,000.00
Concrete Under the Building	-	\$61,000.00
Electrical	-	\$10,000.00
Gravel out Front W/2-24' Conc. Approaches	-	\$14,000.00
Misc. (Excav,Fill,Permits)	-	<u>\$10,000.00</u>
		<b>\$320,000.00</b>

**OPTION #2**

Lot Cost	-	\$35,000.00
Building	-	\$190,000.00
Concrete Under the Building	-	\$61,000.00
Electrical	-	\$10,000.00
Concrete out Front W/2-24' Conc. Approaches	-	\$72,000.00
Misc.(Excav,Fill,Permits)	-	<u>\$10,000.00</u>
		<b>\$378,000.00</b>

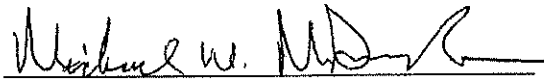
This is a project that requires much of the cost of the construction materials to be paid "up front" to insure a locked in price. The balance would be due at completion, which is anticipated to be around October 1, 2021. There would be 47 total units available to rent when completed. Although we would hope to be able to fill some of the units immediately upon completion, we are realistic to the fact that it will take some time to fill to capacity-possibly even a few years.



Due to the challenge of a slow return on investment and the ability to consume a lot that has many buildable setbacks, we would like to approach the council to consider approving a \$20,000.00 TIF grant towards the project and extending the commercial real estate tax exemption from 5 years to 10 years as follows:

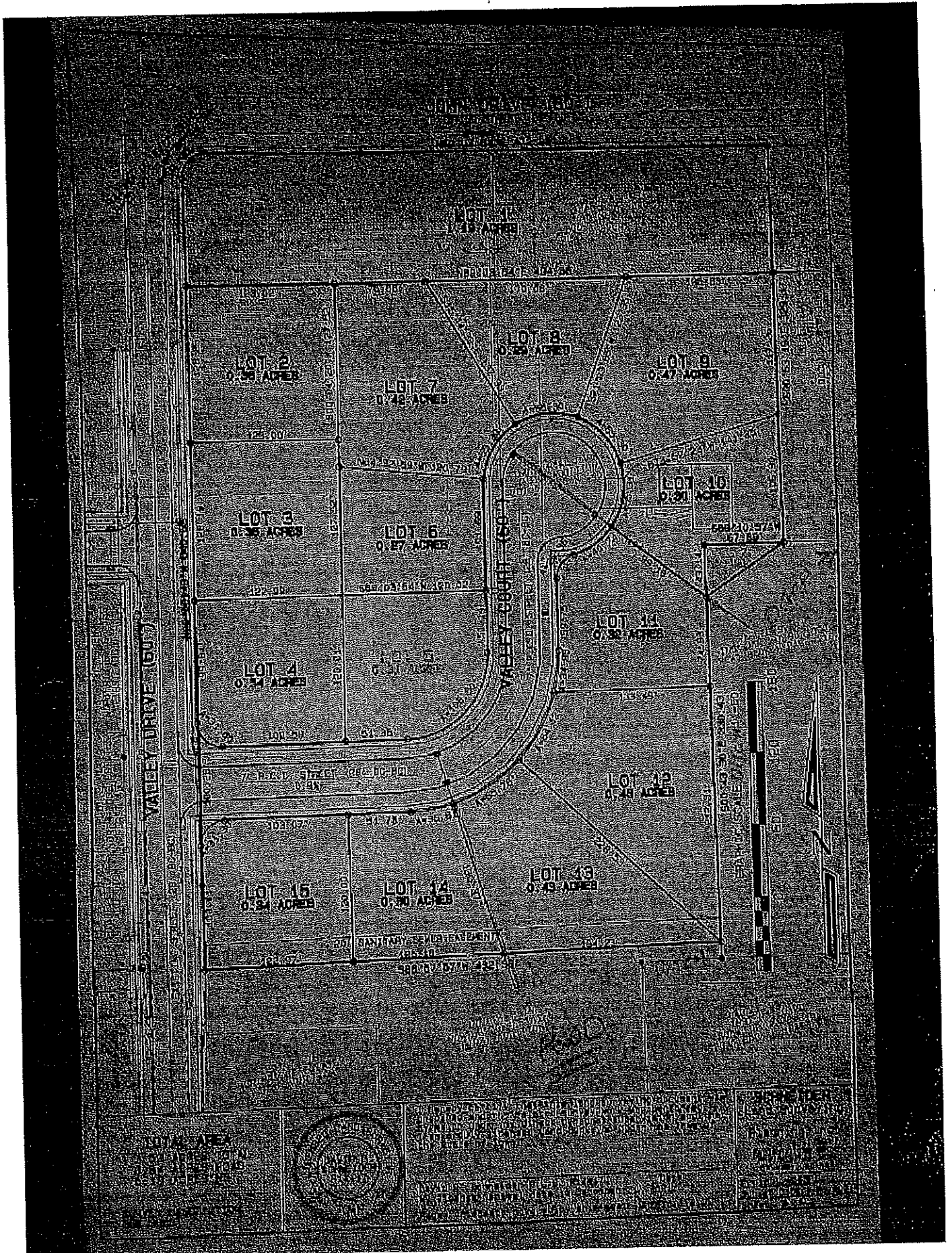
- A. For the first 2 years, ninety (90) percent
- B. For years 3 & 4, eighty (80) percent
- C. For years 5 & 6, seventy (70) percent
- D. For years 7 & 8, sixty (60) percent
- E. For years 9 & 10, fifty (50) percent

If approved, we would be in the position to commit to this project and would like to move forward by locking in material costs and acquiring the lot as soon as possible. With the council's investment, we will assure the community that this will be an attractive improvement that will serve the community and create city tax dollars for decades to come in a fashion that may not otherwise be able to become reality. Thank you so much for your consideration.



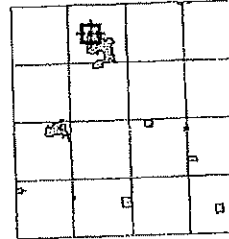
Michael W. McDonough

McMATT Properties Partner





Overview



Legend

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

Parcel ID	0216300030	Alternate ID	225600	Owner Address	HIGHLAND CORPORATION
Sec/Twp/Rng	16-86-03	Class	C		516 8TH AVE SW
Property Address		Acreage	n/a		DYERSVILLE, IA 52040
District	MONCO				
Brief Tax Description	16-86-03 PARCEL 97-31				
	(Note: Not to be used on legal documents)				

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

Date created: 4/1/2021  
 Last Data Uploaded: 3/31/2021 5:39:55 PM

Developed by Schneider  
 GEOSPATIAL

**City Council Meeting**  
**Prep. Date:** 3/04/2021  
**Preparer:** Sally Hinrichsen



**Agenda Item:** # 2+3  
**Agenda Date:** 04/05/2021

*Communication Page*

**Agenda Items Description:** Public Hearing Public Hearing on proposed vacation of active road right of way generally described as 8½ 'x 80' portion of Locust St lying SEly of Ely ext of S In OP Lot 51 & N of Energy Company Place Lot 1 and **Resolution** Vacating Roadway Right-of-Way and transferring same to adjacent property owners.

**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 held their hearing in March 15 and recommend vacating of the road right of way.

**Staff Recommendation:** Staff recommend that the Council approve resolution Vacating Roadway Right-of-Way and transferring same to adjacent property owners

# The City of Monticello, Iowa

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

RESOLUTION #

## **Vacating Roadway Right-of-Way and transferring same to adjacent property owners.**

**WHEREAS,** The City of Monticello City Council scheduled a Public Hearing, published notice of same, and held the Public Hearing on the proposed vacation of an roadway right-of-way deemed to be of no present or future value or use to the City of Monticello, and

**WHEREAS,** The Public Hearing notice did not result in any written comment or objection and no comment was received from the public at the Public Hearing, and

**WHEREAS,** The City of Monticello Planning and Zoning Board recommended the vacation of the proposed right-of-way, and

**WHEREAS,** The Council finds that the following right-of-way should be and is hereby vacated, to be transferred by way of this Resolution to the adjacent property owners consistent with the Iowa Code, to wit:

- 1). All that portion of the platted active road right of way generally described as - 8½ 'x 80' portion of Locust St lying SEly of Ely ext of S In OP Lot 51 & N of Energy Company Place Lot 1 to Monticello, Jones County, Iowa

-and-

**WHEREAS,** The roadway vacated herein shall, by the approval of this Resolution, result in the transfer of ownership of said vacated alleyway to the adjacent property owner, and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby vacate the roadway right-of-way as described within the body of this Resolution, and

**BE IT FURTHER RESOLVED** that the property referenced previously herein, shall be transferred by virtue of this document alone, without the preparation or issuance of a deed or other documentation, to the adjacent property owners identified therein, and/or their successors in interest if appropriate.

**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 5<sup>th</sup> day of April, 2021.

---

Brian Wolken, Mayor

Attest:

---

Sally Hinrichsen, Monticello City Clerk

<b>City Council Meeting</b> <b>Prep. Date:</b> 3/31/21 <b>Preparer:</b> Russ Farnum		<b>Agenda Item: #</b> 445 <b>Agenda Date:</b> 04/05/2021
---	---	---

*Communication Page*

**Agenda Items Description:** Public Hearing and 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

<b>Attachments &amp; Enclosures:</b>
(2) Proposals

<b>Fiscal Impact:</b>	
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 located at 103 West First Street. By Statute the Council needs to hold a public hearing on proposals and provide guidance on how the Council wishes to proceed with sale/transfer of lot. Council scheduled a public hearing for the April 5 Council meeting.

**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 had been in contact with a party who would like to restore/make improvements to the building.

The Council authorized an RFP and there were no formal responses by the deadline and in time for the March 1 agenda. Since then, 2 responses have been received, summarized below:

1. A local restaurateur and adjacent owner wishes to acquire the property at zero cost, reconstruct 2 apartments upstairs and expand his business on the main level. This proposal also requests a substantial tax break on the new construction and the existing building;
2. Another local LLC would pay \$1000 for the building, use the existing Derelict building grant and City match to clean up the asbestos and get the roof repaired, demo the east-

west portion of the building to create an outdoor seating area, rebuild the north-south portion into a bar/restaurant, and construct upper-level apartments.

Prior to selling the property to a developer, the City must schedule a public hearing and provide published notice of said hearing, which has been scheduled for this meeting.

Both proposals will require some additional information before finalized for submission of a Catalyst Grant or further City funding. However, Staff will work with the party chosen by Council to further the project as desired. Staff has continued discussions with both parties, who have also indicated that they are willing to work together.

In this case, Staff recommends that Council sell the property to Creative Concepts Development, who could then work with Matt Kumley to complete the project to include an expansion of Glass Tap, as anticipated in Kumley's proposal.

**Staff Recommendation:** The Council should hold the public hearing, consider the proposals received and take one of the following actions as appropriate.

1. Approve sale of the property to whichever party is determined by the Council to have the best proposal (Creative Concepts Development), or direct Staff to continue to work with the parties;
2. Reject the proposals and revisit the direction on disposal of the property.



# THE CITY OF MONTICELLO, IOWA

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

## RESOLUTION #

**Resolution** to provide direction with regard to sale/transfer of  
City Owned Property located at 103 West First Street

**WHEREAS**, The City Council previously agreed to accept RFPs on City owned property located at 103 West First Street and thereafter received two RFPs/proposals related to the property and based thereon scheduled a Public Hearing on the proposed sale/transfer of the property for tonight's meeting, and

**WHEREAS**, The Mayor opened the Public Hearing, accepted Public Comment, and closed the Public Hearing before Council consideration of this Resolution, and

**WHEREAS**, The Council found the property located along First Street, which had not been for several years prior to the City acquiring the property, to be in disrepair. They wanted to ensure the cleanup of the lot would proceed as quickly as possible and to return it to the tax roll, and

**WHEREAS**, The initial offer for 103 West First Street parcel, from \_\_\_\_\_ was \_\_\_\_\_, and

**WHEREAS**, The Council finds that the City Administrator should work with the \_\_\_\_\_ to work out the detail and to have a purchase agreement prepared between the City and \_\_\_\_\_, setting out the terms, with the costs of survey, if needed and closing costs to be split between the City and the \_\_\_\_\_ on a \_\_\_\_\_ basis, prior to transfer and closing on the property.

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 5<sup>th</sup> day of April 2021 that the sale/transfer of the City property considered during tonight's Public Hearing is hereby approved and the City Administrator is directed to work with \_\_\_\_\_ and to proceed with the preparation of a purchase agreement consistent with this resolution prior to transfer and closing.

**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 5<sup>th</sup> day of April, 2021.

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

*Attest:*

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

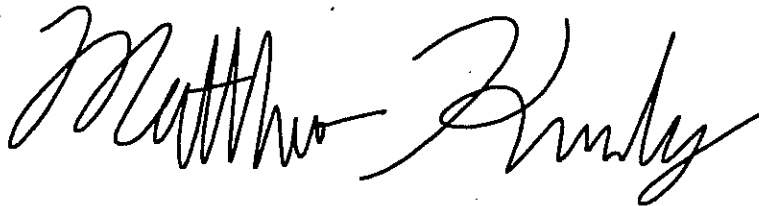
To whom it may concern,

After having this building looked at by multiple companies and individuals, both from in town and out, over the last month, I believe the best way to move forward with this site to demolish what is currently there, attempt to salvage the store fronts themselves to continue with the historic look of the downtown, and rebuild the buildings from there.

I have received one rough estimate that this could cost up to \$1,000,000 to have this done. That would include both levels, of both buildings, with 2 apartments on the main street section. I don't know if that includes any furnishings or appliances for the kitchen being completed. I can envision this being a multiyear project but would like to have most completed by summer 2022 if possible so I am able to get the business up and running.

What I am looking for would be to receive the building for free from the city, with potential tax breaks on property/properties (primarily this one and the Glass Tap) around the city to lessen my overall expenses as this project is being constructed, all of which can be discussed later. Initially I would be hoping to see a 50% - 75% break for 5 years due to the scope of the project.

I will honestly say that at some point, in my humble opinion, this build will reach a point of no return if it has not already. We as a city are probably looking at our last chance to save this building. I cannot envision another use for the space. It would be too small for parking and a pocket park is most likely unneeded as one exists down the street.

A handwritten signature in black ink, appearing to read "Matthew Kumley". The signature is written in a cursive, flowing style with some loops and flourishes.

Matthew Kumley

# CREATIVE CONCEPTS DEVELOPMENT

Date: 03-11-21

To: Russ Farnum, Derek Lumsden

Re: RFP for Compadres Building - 103 West First Street, Monticello IA 52310

I propose paying the City of Monticello, Iowa \$1000 for the above property contingent on the following conditions by utilizing the Derelict Building Grant of \$50,000 and city match of \$50,000 for a total of \$100,000.

1. All asbestos material removed and disposed of properly.
2. The roof is replaced on the north-south portion of the building.

My plan for the property follows providing the City applies for a \$100,000 Catalyst Grant with matching funds:

1. Rehabilitate the first floor of the north-south portion of the building into a bar/restaurant.
2. Construct upper story housing on the second floor of the north-south portion of the building.
3. Remove the store front on the Cedar Street side and create outdoor seating and entertainment area in the east-west portion of the building.

Thank you for your consideration.

Creative concepts Development

**PROCLAMATION**

**WHEREAS,** sexual assault affects people of all backgrounds – including age, race, cultural background, gender identity, sexual orientation, economic status, level of physical or cognitive abilities; and

**WHEREAS,** in addition to the immediate physical and emotional costs, sexual assault may also have associated consequences of post-traumatic stress disorder, substance abuse, depression, homelessness, eating disorders and suicide; and

**WHEREAS,** sexual assault can be devastating not only to the survivor, but also for the family, friends, and community of the survivor; and

**WHEREAS,** since no one person, organization, agency, or community can eliminate sexual assault on their own, we must work together to educate our entire population about what can be done to prevent sexual assault, support survivors and their significant others, and support those agencies providing services to survivors.

**NOW THEREFORE, WE THE CITY COUNCIL OF MONTICELLO AND ON BEHALF OF ALL STAFF AND CITIZENS OF MONTICELLO, DO HEREBY PROCLAIM THE MONTH OF APRIL, 2021 AS**

***“SEXUAL ASSAULT AWARENESS MONTH”***

**IN THE CITY OF MONTICELLO IN JONES COUNTY, IOWA AND ENCOURAGE ALL CITIZENS TO LEARN MORE ABOUT PREVENTING SEXUAL VIOLENCE.**

**IN WITNESS THEREOF, we have set our hand and caused the Great Seal of City of Monticello to be affixed this 5<sup>th</sup> day of April 2021**

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

**Synopsis:** The July 4<sup>th</sup> Parade Committee is requesting support for this year's event. This support could be as the sole sponsor/fiscal agent of the parade, or as a financial donor/sponsor of \$200.

**Background Information:** After many years of leadership, the Monticello Area Chamber of Commerce Board of Directors has realized that the 4th of July Celebration is truly a community event that recognizes individuals and organizations beyond MACC itself or its members. Therefore, a community committee was established to spearhead this celebration moving forward. MACC is still graciously involved from an advisory and fiscal agent position along with providing the Director's time as secretary-treasurer of the committee.

Moving forward, the MACC Board of Directors has determined that MACC can't be the sole entity responsible for full funding of this community event. MACC will still take care of the responsibilities of any financial obligations related to their participation, however, the Community Parade Committee is now tasked with securing the necessary funding and liability protection to carry out a successful event for the citizens of and visitors to Monticello..

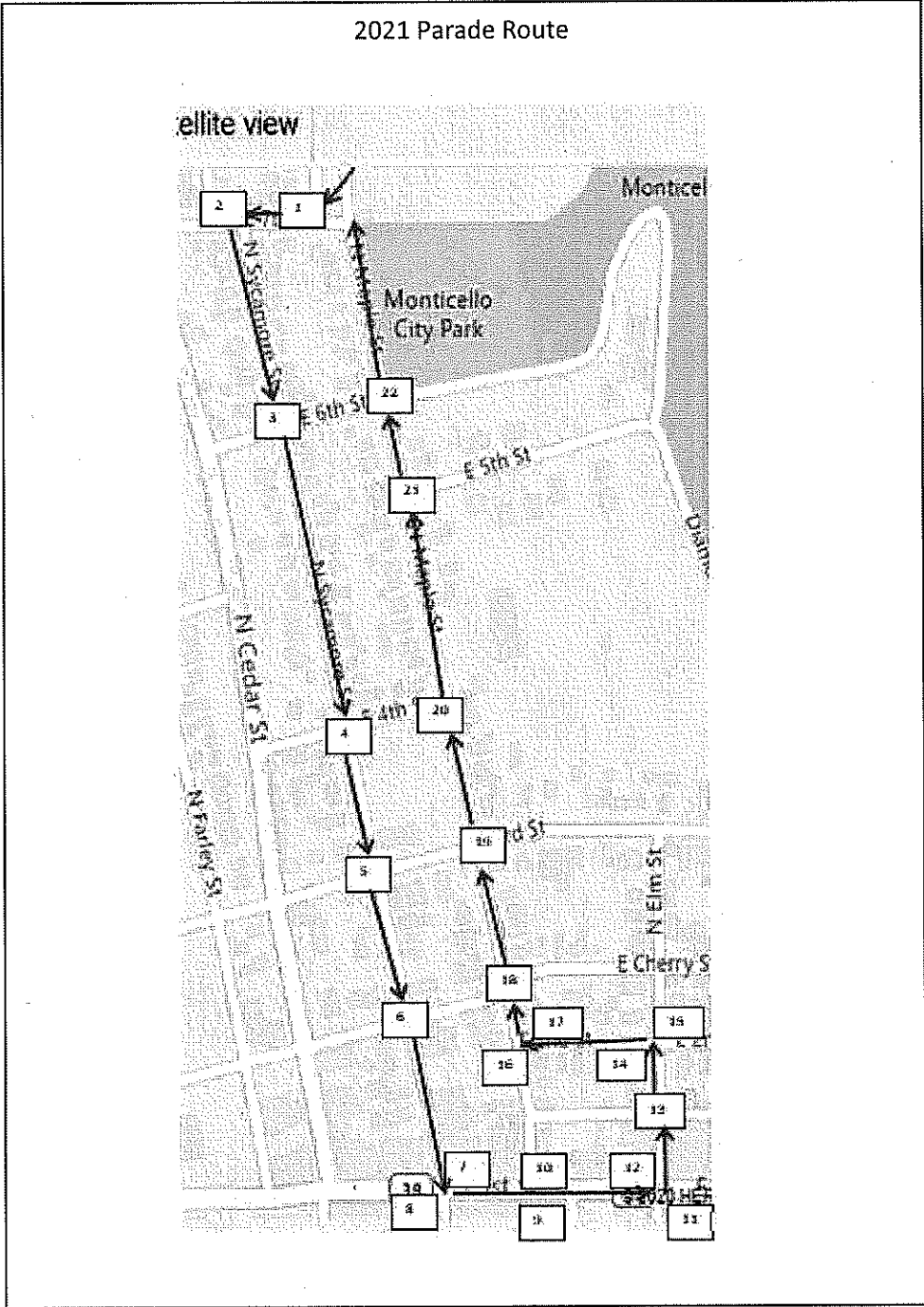
A volunteer group of community members is working to provide a safe, fun and enjoyable parade, following the need to postpone the 2020 parade. They are:

- Tom Osborne – Chair
- Jan Hoag – Secretary
- Chris Lux
- Jacob Oswald
- Kim Brooks
- Judy Tuetken
- Rea Ann Monternach
- Dan Goodyear

The committee has established a \$1,000 fundraising goal and while the budget is still being refined, this is a tentative breakdown of costs.

July 4th Parade Budget		
Tentative		
Item	Cost	Description
Advertising	\$ 250	2 ads at \$125
Printing	\$ 50	Signage and participant cards
Banners	\$ 50	Parade Lead
Vehicle Decorations	\$ 25	GM and Community Award Winners
Candy	\$ 175	7 bags at \$25
Tshirts	\$ 300	30 @ \$10
Awards	\$ 150	TBD
Total	\$ 1,000	

The Parade Committee has met three times since January 2021 and will continue to meet monthly as needed. There are two specific areas of concern for this year's and future parades: funding the parade and recruiting/retaining volunteers. We need approximately 30 volunteers to provide safety along the route. Route map included below. This year's parade, which falls on a Sunday, will start at 12:00 Noon.



**City Council Meeting**  
**Prep. Date:** 4/01/2021  
**Preparer:** Sally Hinrichsen



**Agenda Item: #** 9  
**Agenda Date:** 04/05/2021

*Communication Page*

**Agenda Items Description:** Resolution Accepting FAA Grant Agreement, project No. 3-19-0061-011-2021, Monticello Airport Coronavirus Response Grant Program and directing the City's Designated Official to execute said grant agreement

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

**Attachments & Enclosures:**

Proposed Resolution
FAA Grant Agreement

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Synopsis:** Ed Hyatt with FAA notified Staff airport is eligible for funds under the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260) (CRRSA). These funds will assist airport sponsors to address the COVID-19 public health emergency. The FAA will distribute these grants under the new Airport Coronavirus Response Grant Program (ACRGP).

**Background Information:** These funds will assist airport sponsors to address the COVID-19 public health emergency. The FAA will distribute these grants under the new Airport Coronavirus Response Grant Program (ACRGP). Accepting an ACRGP grant does not impact your ability to receive Airport Improvement Program grants. The Airport will receive \$13,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

After Council approves Staff to execute the Grant Agreement, the City attorney need to complete the attorney's certification page, that it is of his opinion the City is empowered to enter into the grant agreement. The agreement was sent attorney on March 29, 2021 for his review. As the agreement must be signed an submitted no later than April 15<sup>th</sup>

**Staff Recommendation:** Staff recommend that the Council approve the proposed resolution \$13,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

# THE CITY OF MONTICELLO, IOWA

## RESOLUTION

**Accepting FAA Grant Agreement, project No. 3-19-0061-011-2021,  
Monticello Airport Coronavirus Response Grant Program  
and directing the City's Designated Official to execute said grant agreement.**

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

**WHEREAS**, The Monticello Regional Airport is eligible for funds under the Coronavirus response and Relief Supplemental Appropriations Act (Public Law 116-260) (CRRSA), and

**WHEREAS**, the FAA has approved of the City's Airport Coronavirus Relief Grant Program (ACRGP) use of entitlement funds for purposes of funding of costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport and debt service payments, and

**WHEREAS**. The ACRGP Grant may be used to reimburse airport operational and maintenance expenses directly related to Monticello Regional Airport and incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020, and

**WHEREAS**, the approved grant totals a maximum amount of \$13,000, and

**WHEREAS**, the Council finds that the acceptance of this grant is a pre-requisite to submitting request for reimbursement and should therefore be approved.

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 5<sup>th</sup> day of April 2021, that the FAA Grant Agreement related to Project 3-19-0061-011-2021 is hereby approved in its' entirety and the City's Designated Official is directed to execute said grant 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 5<sup>th</sup> day of April, 2021.

---

Brian Wolken, Mayor

*Attest:*

---

Sally Hinrichsen, City Clerk





U.S. Department of Transportation  
Federal Aviation Administration

**AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date March 16, 2021

Airport/Planning Area Monticello Regional

CRRSA Grant Number 3-19-0061-011-2021

Unique Entity Identifier 603917105

TO: City of Monticello  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated **February 15, 2021**, for a grant of Federal funds at or associated with the **Monticello Regional Airport**, which is included as part of this ACRGP Grant Agreement; and

**WHEREAS**, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the **Monticello Regional Airport**, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to **Monticello Regional**

Airport and incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

**NOW THEREFORE**, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$13,000**, allocated as follows:

\$13,000	Non-Primary KU 2021
----------	---------------------

2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:

- a. The Period of Performance:

1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

- b. The Budget Period:

1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.

- c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before April 15, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant

Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

**18. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

**19. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
  1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
  2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
    - A. Associated with performance under this ACRGP grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

**20. Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
    - a. Gross mismanagement of a Federal grant;
    - b. Gross waste of Federal funds;
    - c. An abuse of authority relating to implementation or use of Federal funds;
    - d. A substantial and specific danger to public health or safety; or
    - e. A violation of law, rule, or regulation related to a Federal grant.
  - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - a. A member of Congress or a representative of a committee of Congress;
    - b. An Inspector General;
    - c. The Government Accountability Office;
    - d. A Federal office or employee responsible for oversight of a grant program;
    - e. A court or grand jury;
    - f. A management office of the grantee or subgrantee; or
    - g. A Federal or State regulatory enforcement agency.
  - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
  - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

### SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

#### CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

#### CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements,

encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.



The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 16, 2021

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Jim A. Johnson*

---

*(Signature)*

**Jim A. Johnson**

---

*(Typed Name)*

**Director, Central Region Airports Division**

---

*(Title of FAA Official)*

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. <sup>1</sup>

Dated

**City of Monticello**

*(Name of Sponsor)*

*(Signature of Sponsor's Designative Official/Representative)*

**By:**

*(Type Name of Sponsor's Designative Official/Representative)*

**Title:**

*(Title of Sponsor's Designative Official/Representative)*

\_\_\_\_\_

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Iowa. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By:

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

### AIRPORT SPONSORS

---

#### A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

#### FEDERAL LEGISLATION

---

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

---

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

#### **FEDERAL REGULATIONS**

---

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3,4</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).<sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

#### **FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.**

---

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

---

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

##### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

##### **2. Responsibility and Authority of the Sponsor.**

###### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**9. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**10. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**11. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**12. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and



operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

### **13. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

### **14. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

### **15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

### **16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

#### **17. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **18. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **19. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## 20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
  - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration
 

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

  - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **City of Monticello**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
  - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**21. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 11, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**23. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**24. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)

City Council Meeting  
Prep. Date: 3/22/2021  
Preparer: Sally Hinrichsen



Agenda Item: # 10  
Agenda Date: 04/05/2021

*Communication Page*

**Agenda Items Description:** Resolution to approve standard Residential Tax Abatement related to property located at 501 Locust Court, Monticello

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

**Attachments & Enclosures:**

Proposed Resolution

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Synopsis:** Abatement Application filed by James W. and Carole M Collier related to residential improvements constructed at 501 Locust Court, Monticello, Iowa

**Background Information:** This Resolution provides the tax abatement as set out in the Code for residential properties. The new value added by the improvement, up to \$75,000, is exempt from taxation for five years.

**Staff Recommendation:** Staff recommend that the Council approve the proposed resolution providing for the Standard Tax Abatement as set out above.

# The City of Monticello, Iowa

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

## RESOLUTION #

**Approving James W & Carole M Collier Tax Abatement Application related  
to Residential Improvements constructed at 501 Locust Court, Monticello, Iowa.**

**WHEREAS,** Monticello has enacted an Urban Revitalization Tax Abatement program and codified same at Chapter 10 of the Monticello Code of Ordinances, and

**WHEREAS,** James W & Carole M Collier have completed and filed an Application for Tax Abatement related to residential property located at 501 Locust Court and

**WHEREAS,** The City Council finds that the information submitted therein is consistent with that required by the Monticello Code of Ordinances, and

**WHEREAS,** The Council further finds that the estimated completion date of the improvements was March 8, 2021, and finds, based thereon, that the Jones County Assessor will need to determine how many years of tax abatement remain on this property, being tied to the date on which the property was deemed to be 100% complete for taxation purposes.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve the Application for Tax Abatement filed by James W & Carole M Collier as set forth above, consistent with Chapter 10 of the Monticello Code of Ordinances, said Application bearing the date of March 22, 2021 and being signed James W Collier and further directs the Monticello City Clerk to file same with the Jones County Assessor as prescribed by law.

**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 5<sup>th</sup> day of April, 2021.

---

Brian Wolken, Mayor

Attest:

---

Sally Hinrichsen, Monticello City Clerk



APPLICATION FOR TAX ABATEMENT UNDER THE  
URBAN REVITALIZATION PLAN FOR

MONTICELLO, IOWA

Date 03/22/2021

Prior Approval for  
Intended Improvements

Approval of Improvements  
Completed

Address of Property: 501 LOCUST CT. MONTICELLO IA 52310

Legal Description: \_\_\_\_\_

Title Holder or Contract Buyer JAMES W. & CAROL M. COLLIER

Address of Owner (if different than above): \_\_\_\_\_

Phone Number (to be reached during the day): 563 343 6744

Existing Property Use:  Residential  Commercial  Industrial  Vacant

Proposed Property Use:  Residential  Commercial  Industrial

Nature of Improvements:  New Construction  Addition  General Improvements

Specify \_\_\_\_\_

Estimated or Actual Date of Completion: 03/08/2021

Estimated or Actual Cost of Improvements: \$250,000

Tax Exemption Schedule is attached.

Signed: James W. Collier

City Council Meeting  
Prep. Date: 3/31/21  
Preparer: Jim Tjaden



Agenda Item: # //  
Agenda Date: 4/5/21

*Communication Page*

**Agenda Items Description:** Resolution Approving the purchase of the ENZ Bulldog Anti-blast Nozzle 1" and the Hydroexcavating Nozzle

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

**Attachments & Enclosures:**

Quote form Mid-Iowa

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

610.815.6350

Revenue:

**Synopsis:** Replacing the Bulldog we currently have that does not work

**Background Information:** The current Bulldog does not function like it was manufactured to. Estimates to repair current nozzle range from \$1,000 to \$2,000. Even if we repaired the current nozzle it would not have the anti-blast feature to protect the home-owner. The quote is for the new nozzle at \$3,560 and the Hydroexcavator nozzle for \$340. If purchased together there would be a 5% discount on the total order which would be -\$195. The total cost with both nozzles would be \$3,705

**Staff Recommendation:** Staff purchasing the ENZ Bulldog Anti-blast Nozzle 1" and the Hydroexcavating Nozzle for \$3,705

# The City of Monticello, Iowa

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

RESOLUTION #

**Resolution** Approving Purchase of the ENZ Bulldog Anti-blast Nozzle 1" and the Hydroexcavating Nozzle for the City Sewer Jet Truck from Mid-Iowa of Johnston, Iowa

**WHEREAS**, the City Council was informed that the current Bulldog on the City Sewer Jet does not operate as manufactured and would cost approximately \$3,705.00 to replace the nozzle with a nozzle with an anti-blast feature to protect the homeowner, and

**WHEREAS**, the Water/Wastewater Superintendent informed the Council that he has looked into repairing the nozzle or replacing it with an anti-blast feature to protect the homeowner, and after doing so recommends that the Council approve the purchase of a ENZ Bulldog Anti-blast Nozzle 1" and the Hydroexcavating Nozzle, in the amount of \$3,705.00, and

**WHEREAS**, the council finds the proposed equipment and pricing to be appropriate and, therefore, finds that the equipment as indicated and as recommended by the Water/Wastewater Superintendent should be ordered.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve of the purchase of the ENZ Bulldog Anti-blast Nozzle 1" and the Hydroexcavating Nozzle for the City Sewer Jet Truck from Mid-Iowa of Johnston, Iowa as noted in their quote.

**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 5<sup>th</sup> day of April 2021.

---

Brian Wolken, Mayor

Attest:

---

Sally Hinrichsen, City Clerk



Mid-Iowa Solid Waste Co. Inc  
 5105 NW Beaver Drive  
 Johnston, IA  
 515-276-3352  
 Toll Free 800-733-8731

# SALES ORDER

Quote # MWDQ1789  
 Date 03/30/21  
 Sales Rep. Eastern

*Helping you clean the Planet since 1975*

Quote To:  Ship To:

City of Monticello  
 22059 Highway 38N  
 Monticello, IA 52310

SAME

Qty	Description	Unit Price	Ext. Price
1	600.080, ENZ Bulldog Antiblast Nozzle, 1"	\$3,560.00	\$3,560.00
1	36.038HE235N, ENZ Hydroexcavating Nozzle	\$340.00	\$340.00
1	Multiple Nozzle purchase 5% discount	-\$195.00	-\$195.00
		<b>SubTotal</b>	<b>\$3,705.00</b>
		<b>Shipping</b>	<b>\$0.00</b>
		<b>Total</b>	<b>\$3,705.00</b>

Above Prices Do Not Include Any Applicable State or Local Sales Taxes

Freight Not Included (Approximately \$25.00 UPS)

Order in contingent on council approval at next meeting

Unless specified, the above prices do not include any taxes. Taxes will be calculated and included on the invoice.

ORDERS..All orders are subject to acceptance by an officer or general manager of Mid-Iowa Solid Waste Equipment Co., Inc. PERFORMANCE. Mid-Iowa Solid Waste Equipment Co., Inc. shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control. CANCELLATION..Orders regularly entered cannot be cancelled except upon terms that will compensate Mid-Iowa Solid Waste Equipment Co., Inc. for any loss or damages sustained. PRICES...All orders are subject to current prices in effect at the time of shipment. F.O.B. POINT..Unless otherwise stated, all prices listed are F.O.B. point of manufacture. TAXES..Unless otherwise stated, prices do not include Federal, State, City or other Excise, Occupation Sales use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If Federal Excise Taxes are included or listed above, they are stated at the rates and regulations in effect at the time this order is written, and are subject to revision in accordance with rates and regulations in effect at time of shipment. MOUNTING PRICES... Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge, billed our standard labor rate. Signature will constitute a binding order.

By: Chris Manor  
 Mid-Iowa Solid Waste Equipment Co., Inc.

Ordered by: (X)

Accepted by: \_\_\_\_\_

City Council Meeting  
Prep. Date: 3/04/2021  
Preparer: Sally Hinrichsen



Agenda Item: # 12  
Agenda Date: 04/05/2021

*Communication Page*

**Agenda Items Description:** 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 Ordinance

**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 Council 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 (3<sup>rd</sup> and final reading)

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: Dave Goedken, Candy Langerman, Chris Lux, Brenda Hanken and Tom Yeoman.

Absent: Scott Brighton

Council Member Goedken introduced an ordinance entitled "Ordinance No. 740, 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 Goedken and seconded by Council Member Lux that "Ordinance No. 740, 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. 740 to a vote and the roll being called, the following named Council Members voted:

Ayes: Goedken, Lux, Hanken, Langerman and Yeoman

Nays: None

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. 740

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 1<sup>st</sup> day of March, 2021.

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 1<sup>st</sup> day of March, 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 May, 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. 740. 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. 740, 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. 740 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.

---

Brain 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

April 05, 2021

The Monticello City Council, in Jones County, Iowa, met on the 5<sup>th</sup> day of April, 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. 740, 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 March 15<sup>th</sup> 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. 740, 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. 740 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.

---

Brain 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. 740. 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.740. 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. 740. 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 Council Meeting  
Prep. Date: 3/22/2021  
Preparer: Sally Hinrichsen



Agenda Item: # 13  
Agenda Date: 04/05/2021

*Communication Page*

**Agenda Items Description:** Ordinance amending the Code of Ordinances of The City of Monticello, Iowa, By repealing provisions pertaining to “Library Board of Trustees” as amended by Ordinance 739”

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

<b>Attachments &amp; Enclosures:</b>
Draft Ordinance
Copy of Iowa Code 392.5

<b>Fiscal Impact:</b>	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Synopsis:** It was determined that 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; needed to be voted on at an election prior to the change.

**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.

Iowa Code Section 392.5 includes language that requires a change in composition, manner of selection, or the “charge of a library board” to be subject to the approval of voters.

**Recommendation:** Staff recommends that the Council consider all three readings of the proposed Ordinance at this meeting.

ORDINANCE NO. 741

**An Ordinance amending the Code of Ordinances of the City of Monticello, Iowa, by repealing provisions pertaining to “Library Board of Trustees” as amended by Ordinance 739.**

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

**SECTION 1. SECTION REPEALED.** This section was changed by Ordinance #739 but needs to be approved by an election prior to the change. The wording of Ordinance #739 is therefore repealed:

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. SECTION MODIFIED.** Section 22.02 of the Code of Ordinances of the City of Monticello, Iowa, is modified 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 consists of six resident members and one nonresident member. All resident members are to be appointed by the Mayor with the approval of the Council. The nonresident member is to be appointed by the Mayor with the approval of the County Board of Supervisors.

**SECTION 3. 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 4. WHEN EFFECTIVE.** This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law. Passed and adopted by the Council on this 5<sup>th</sup> day of April, 2021.

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

Attest:

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

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance #741 was published in the Monticello Express on the \_\_\_\_ day of April, 2021

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

**392.5 Library board.**

1. a. A city library board of trustees functioning on the effective date of the city code shall continue to function in the same manner until altered or discontinued as provided in this section.

b. In order for the board to function in the same manner, the council shall retain all applicable ordinances, and shall adopt as ordinances all applicable state statutes repealed by 1972 Iowa Acts, ch. 1088.

2. A library board may accept and control the expenditure of all gifts, devises, and bequests to the library.

3. a. A proposal to alter the composition, manner of selection, or charge of a library board, or to replace it with an alternate form of administrative agency, is subject to the approval of the voters of the city.

b. The proposal may be submitted to the voters at any city election by the council on its own motion. Upon receipt of a valid petition as defined in section 362.4, requesting that a proposal be submitted to the voters, the council shall submit the proposal at the next regular city election. A proposal submitted to the voters must describe with reasonable detail the action proposed.

c. If a majority of those voting approves the proposal, the city may proceed as proposed.

d. If a majority of those voting does not approve the proposal, the same or a similar proposal may not be submitted to the voters of the city for at least four years from the date of the election at which the proposal was defeated.

[C97, §728, 729; S13, §729; SS15, §728; C24, 27, 31, 35, 39, §5851, 5858; C46, 50, 54, 58, 62, 66, 71, 73, §378.3, 378.10; C75, 77, 79, 81, §392.5]

2001 Acts, ch 24, §49; 2014 Acts, ch 1026, §81

City Council Meeting  
Prep. Date: 3/30/2021  
Preparer: Sally Hinrichsen



Agenda Item: # *Reports*  
Agenda Date: 04/05/2021

*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:**

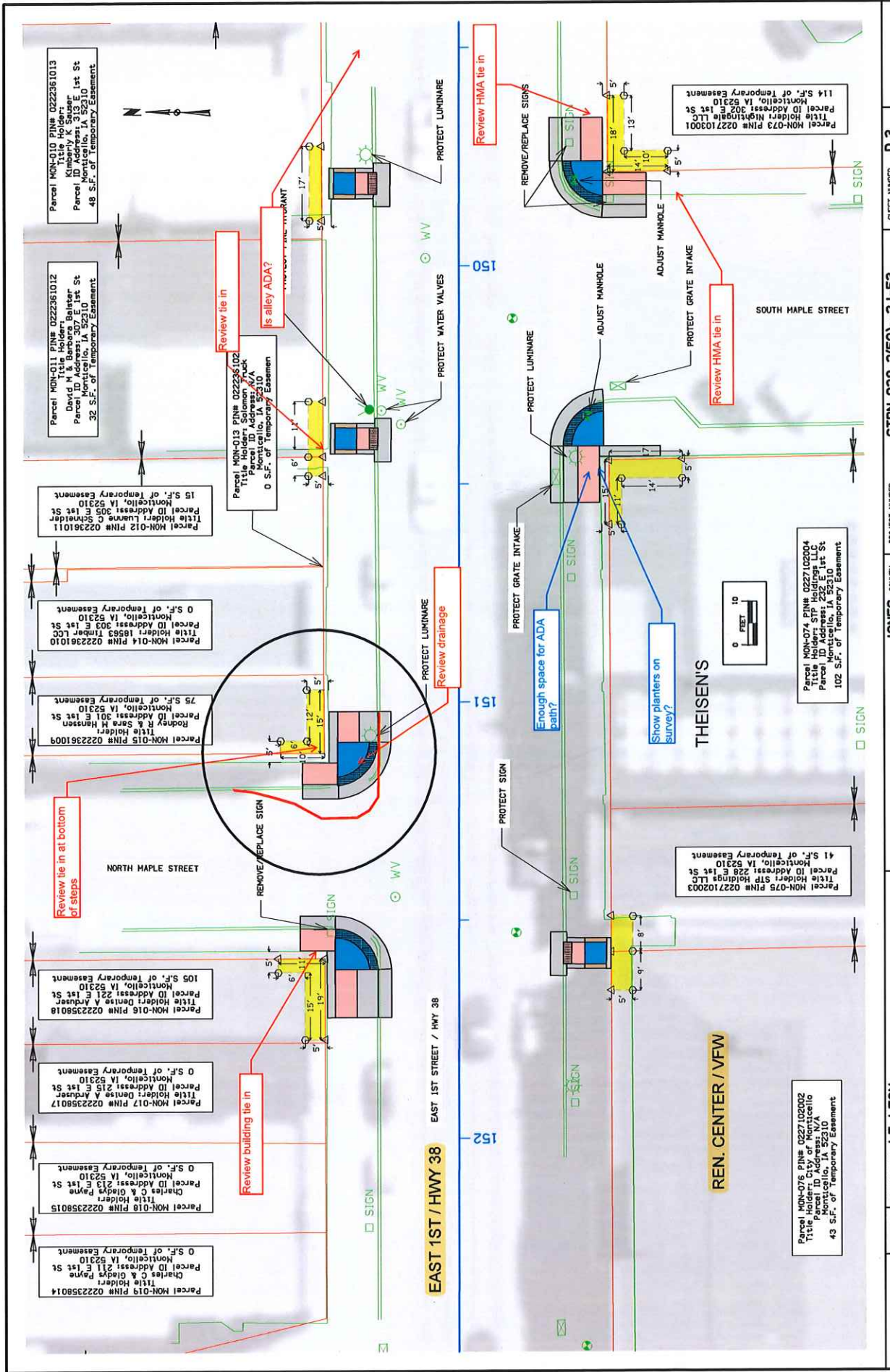
1. City Engineer
2. Mayor
  - a. Robert's Rules of Order
3. City Administrator
4. City Clerk
5. Public Works Director
  - a. Hwy 38 Overlay Project
6. Water/Wastewater Superintendent
7. Police Chief
  - a. Canine
  - b. Public Safety Event
8. Park and Recreation
9. Library Director

### Hwy 38 Overlay

With the Hwy 38 project coming through town next year the engineering firm that the state has tasked with making crosswalks ADA compliant has reached out to me. There are not too many issues but a couple that need attention. The big one is on the NE corner of N. Maple and E. 1<sup>st</sup> by Styles and Smiles. In order to make that corner ADA compliant they would like to bump that corner out which would throat the street down a bit. If you look on the drawing it is the area within the black circle. The red line would be roughly what the bump out would look like. The other concerns are the mid-block crosswalks near the VFW/Theisen's and at Grand China. Talking with Chief Smith we feel that the one near the VFW/Theisen's can go. That was a temporary crosswalk. The one at Grand China we may want to keep. Do we want both crosswalks at South Maple? We do not have to do these things. If we want to keep things the way they are that can happen they just won't be in ADA compliance. When they come through they will make them as close to ADA as they can.

### Sidewalk Lights

The lights in the sidewalk outside of the council chambers that shine on the flags do not work and haven't worked for some time. This winter clearing snow we caught one of them and pulled it out. The reason they did not work prior to this is because water got in the conduit and broke some of the wires. To get them back to the way they were would require pulling some new wire and getting new fixtures. The fixtures are approximately \$1500 each.





Reports 7 a  
201 East South Street  
Monticello, IA 52310  
319-465-3526

*From the Office of:*

*Chief of Police*

*Britt D. Smith*

Mayor and City Council;

The Police Department is exploring the possibility of restarting the K-9 Program. Previously the department had a narcotics detection K-9 from 2007-2014, but upon her retirement the program was never restarted.

In September of 2019, Zach Buehler was hired by the Monticello Police Department to fill an open vacancy within the department.

Zach had previously worked for the Department of Corrections as a correctional officer, and had been hired by the Linn County Sheriff's Office as a Corrections Deputy.

Zach had aspirations of being a K-9 handler with the Department of Corrections and had begun training with the current K-9 handlers.

Zach had previously obtained his certification for Animal Behavior Training and started his own dog training business.

After several years of training dogs and working with the existing K-9 handlers, Zach ended up purchasing his own German shepherd and began training with it in preparation of becoming a handler with the Department of Corrections.

Shortly after he purchased the dog, the Warden at the time terminated the K-9 program within the prison he was working in.

Zach continued to train with his k-9 with Dennis George and Midwest K-9 out of Des Moines on his own time and received a narcotics handler certification through him. Zach also trained with Robyn Moulds, owner of Alpha House K-9's and trained in the aspects of criminal apprehension.

Midwest K-9 is where we purchased our initial k-9 from and worked with Dennis George as well.

Zach still has a strong desire to be a k-9 handler and has offered the use of his personally owned k-9 for departmental use.

This opportunity would be a minimal expense for the department to reinstate the K-9 program, and would allow us to capitalize on the interests of officers and be a great retention tool for the department.

All expenses would be paid using donations to the program, and would involve no general fund dollars. I have come up with a complete breakdown of the expenses on an annual basis. This breakdown covers



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

all expenses that we can anticipate. With your permission, we would begin to fundraise for this program.

General Liability Insurance	\$219.00/Annually
Dog Food:	\$60/monthly - \$720/Annually
Equipment:	
2-Kennels (Vehicle/Office)	\$800.00/One Time
Misc. Equipment: (Leash, Collar, Grooming, ect.	\$200.00/One Time
Veterinarian Expenses:	\$800.00/Annually
Annual Physical/Check-up	
Flee/Tick/Heartworm/Rabies	
Certifications:	\$800.00/Annually
Training:	\$300.00/Annually
DEA Licenses for Controlled Substances	
Training Aids, Travel	
Officer Compensation:	\$4,297.80/Annually
Annual wage based upon employment agreement. 6 hours per pay period for compensation. Compensation required for care and maintenance outside of work hours. Scheduled 80 hours per pay period, compensated 86 hours per pay period.	
Year 1 (Start Up)	\$8,136.80
Subsequent Years (Annually)	\$7,336.80

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

If the department were to use a more traditional route to purchase, equip, and train a K-9 and a handler the start up costs would exceed \$20,000. Taking advantage of this opportunity allows us all the advantages, with a significant reduction in expenses.

At this point, I am looking for Council approval to begin fundraising for the K-9 program. If we are authorized to begin fundraising, we would work to raise the year 1 startup costs before any implementation of the K-9 would be done.

I propose that if the Department is able to secure the funding through donations and grants that we be authorized by the City Council to proceed with implementing this tool into our Department.

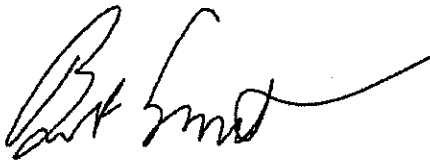
If/When the funding is secured, Zach would go to the float shift and work 4pm to 2:30am. This would give us the overlapping coverage with the K-9 to maximize its use within the community. Prior to use, Officer Buehler and Rogue would attend a 3-day certification session in Independence Iowa.

Rogue is a 4-year-old Czech Shepard that is trained in narcotics detection, criminal apprehension, human tracking, and article searching.

In preparation for this, I have drafted an updated the policy and procedure for the K-9 as well as drafted an agreement with Officer Buehler to utilize his animal for this purpose.

I look forward to any questions you may have about this possible venture.

Sincerely,

A handwritten signature in black ink, appearing to read "Britt", with a long, sweeping horizontal stroke extending to the right.

Britt



Reports 7 b  
201 East South Street  
Monticello, IA 52310  
319-465-3526

*From the Office of:*

*Chief of Police*

*Britt D. Smith*

### **2021 Traffic Safety Checkpoint Project**

Dear Mayor and City Council;

Back in 2019, I brought to the City Council a request to participate in a traffic safety checkpoint as part of our requirement to participate in a multi-jurisdictional traffic enforcement project through our participation in the Governor's Traffic Safety Project (GTSB) and the special Traffic Enforcement Project (sTEP) grant program. With your approval, the Police Department organized and conducted a traffic safety checkpoint on August 23<sup>rd</sup>, 2019 that was conducted on Highway 38 and 11<sup>th</sup> Street. This check point began at 6pm and went until 8pm utilizing the assistance of the Iowa State Patrol, Iowa Commercial Vehicle Enforcement, Jones County Sheriff's Office and the Anamosa Police Department. Our teams inspected a total of 60 vehicles; issued 4 citations for Driving While Suspended, Open Container, various traffic violations, and various equipment violations. Officers additionally issued 25 warnings for various registration violations, equipment violations, and failure to provide proof of insurance. Two vehicle searches were also conducted.

With the pandemic occurring during 2020, we held off from participating in another traffic safety checkpoint. We are however looking to organize and conduct a traffic safety checkpoint for 2021 to again satisfy our multi-jurisdictional traffic project requirement. At the present time we are looking to hold the checkpoint during the week of May 31<sup>st</sup> from 8pm to 10pm along 1400 block of South Main Street (Crop Production Services).

To serve as a refresher, a checkpoint, is where anyone traveling past the designated point can be subject to being stopped without committing a traffic offense. The vehicles are arbitrarily waved over by law enforcement at a predetermined ratio and an officer conducts a vehicle safety inspection, again checking the driver's license, registration, insurance and a brief equipment inspection for lighting, tires and other required equipment. Officers are also keen to identify intoxicated drivers or those transporting narcotics. The entire process for a motorist without any complications from various violations takes less than 5 minutes to conduct. It is also predetermined which violations will generate a warning or citation taking the ambiguity or the presence of favoritism out of the hands of the individual officers.

It is important to know that checkpoints are **legal** and are governed by the Iowa Code which provides for certain requirements to be followed. Many of you may have seen or been inspected during checkpoints that are commonly implemented in other jurisdictions. Ours would of course be a smaller scale event. Checkpoints do require things like an advanced warning to drivers that a checkpoint is ahead, and an alternative route must be provided should they choose to avoid the

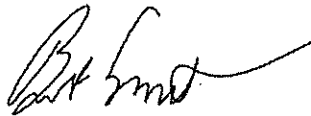
201 East South Street  
Monticello, IA 52310  
319-465-3526

checkpoint. We will also have advanced media announcements on our social media platform so that motorists are aware of the activity.

Again, the intent of this information is to provide you an opportunity to voice your concerns or show support for the potential of a project like this in our jurisdiction. While checkpoints don't always generate a negative or controversial image it is important to obtain the support and understanding from our key community stakeholder's before implementing anything like this. With your support we plan to continue to gain other critical stakeholder support and begin an operations plan.

If you have any questions or comments, I encourage you to reach out to me.

Sincerely,

A handwritten signature in black ink, appearing to read "Britt", with a long, sweeping horizontal stroke extending to the right.

Britt



#### Upcoming Activities/Events

- Youth Soccer (April-May)
  - 132 registrations
- Live Healthy Iowa Kids Track Championships (May 5<sup>th</sup>)

#### Upcoming Registration Dates

- Baseball/Softball/Teeball
  - Registration now open (70 currently registered, 9 travel teams)
- Swim Lessons/Swim Team
  - Opens April 19<sup>th</sup> (online)

#### Aquatic Center

- Planning to open as we would in a normal year, with some precautions (i.e. no deck chairs)
- Will offer group swim lessons
- Fee adjustments
  - Resident Family Pass – increasing from \$140 to \$150 / Non-Resident – increasing from \$190 to \$200
  - Resident Individual Pass – increasing from \$75 to \$85 / Non-Resident – increasing from \$90 to \$100
  - Daily Pass - increasing from \$3 to \$4.

#### Austin Smith Inclusive Playground

- Park Board has been tasked with a fundraising goal of \$5,000. To meet this goal, they have identified 3 fundraisers that we hope to do every year to put towards park improvement projects.
  - Golf Outing. June 19<sup>th</sup>. More details to come.
  - Family night at the Pool. July 10<sup>th</sup> is the day ear-marked to host an event at the future location of the playground. Swimming, food, drinks, yard games, potentially live music
  - Rubber duck race. Rubber ducks will be sold and dropped of the Oak Street Bridge and float down Kitty Creek to the E. 1<sup>st</sup> St. Bridge. Date TBD. More details to come.

#### Tree Board

- Met last Wednesday (March 23rd) to again discuss Spring plantings
- Placed an order with Morrison's for 22 trees, many of which will be planted on Sycamore St.
- Placed an order with All American Landscaping for 50 arbovitae, many of which will be planted behind the Eagles Club as part of the agreement with the city.
- Placed an order with the DNR and Jones Soil and Water for 250+ seedlings/small trees to be planted at the yardwaste site and within city parks.

#### Miscellaneous

- Begun re-working City/MYBSA/School Agreement
- We are now taking applications for pool employment; applications can be picked up at the Berndes Center or City Hall
- Applying for an AARP Grant to install 2 additional outdoor pickleball courts
- Spring clean up (burning undergrowth, removing risk trees)
- Naming of Park.....

Submitted by:  
Jacob Oswald  
Director of Parks and Recreation