

City of Monticello, Iowa

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Posted on October 14, 2021 at 5:00 p.m.

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

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

Mayor:	Brian Wolken	Staff:	
City Council:		City Administrator:	Russell Farnum
At Large:	Dave Goedken	City Clerk/Treas.:	Sally Hinrichsen
At Large:	Brenda Hanken	Police Chief:	Britt Smith
Ward #1:	Scott Brighton	City Engineer:	Patrick Schwickerath
Ward #2:	Candy Langerman	Public Works Dir.:	Nick Kahler
Ward #3:	Chris Lux	Water/Wastewater Sup.:	Jim Tjaden
Ward #4:	Tom Yeoman	Park & Rec Director:	Jacob Oswald
		Library Director:	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	October	4, 2021
Approval of Payroll	October	7, 2021
Approval of Bill List		
Approval of The Jitney liquor license		
Approval of Treasurer's Report		September 2021

Resolutions:

1. **Resolution** to request Abatement of accrued and future Property Taxes on City owned property utilized for public purposes within the City limits of the City of Monticello
2. **Resolution** to approve Cemetery fees effective January 1, 2022
3. **Resolution** Designating City Depositories

4. **Resolution** to approve appointment of the HDR/Snyder & Associates/Braun Intertec team as Monticello Airport Engineer, for Airfield Development Projects and Airport Planning and Environmental Services
5. **Resolution** to approve the Memorandum of Understanding between Jones County Public Health & Stakeholder members of the “Jones County Public Health Work Group” and City of Monticello for Participation in the Jones County Public Health Work Group
6. **Resolution** to provide direction and Setting a Public Hearing regarding the Sale of Real located at 103 West First Street
7. **Resolution** Scheduling Public Hearing on proposed plans, specifications, form of contract and estimate of cost for the East 7th Street Utility Improvements, approving the Form of Notice, and the taking of bids therefor
8. **Resolution** approving Master Equity Lease Agreement with Enterprise Fleet Management
9. **Resolution** local match for the Hazard Mitigation Assistance Program (Flood Plain Buyout 202 N Main)
10. **Resolution** designating and authorizing the Russell Farnum City Administrator as City Representative to sign all documents related to the Mitigation Project providing funding to assist with the Flood Plain Buyout 202 N Main

Motion

11. **Motion** to direct to staff on Community Center/Building improvements
12. **Motion** to accept quote from Lovewell Fencing, Inc for guardrail repair on the bridge near the “Park & Ride” on South Main Street

Reports / Potential Actions:

13. City Engineer
14. Mayor
15. City Administrator
16. City Clerk
 - a. Redistricting process
17. Public Works Director
18. Police Chief
19. Water/Wastewater Superintendent
20. Park and Recreation Director
 - a. Callahan Enterprises, LLC letter request – Flea Market
21. 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 with limited seating.

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

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

Topic: October 18, 2021 Council Meeting

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

Join Zoom Meeting

<https://us02web.zoom.us/j/86976473608>

Meeting ID: 869 7647 3608

One tap mobile

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Dial by your location

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+1 669 900 9128 US (San Jose)

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+1 346 248 7799 US (Houston)

Meeting ID: 869 7647 3608

Find your local number: <https://us02web.zoom.us/j/86976473608>

Regular Council Meeting
October 4 2021 – 6:00 P.M.
Community Media Center

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

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

Dave Lumpa, 410 South Linden Street asked Council to consider the two blocks of Varvel Street and two blocks of Linden Street in future street project discussions. They pay taxes and the streets have needed repairs for several years. He stated his dirty water is disconnected from the City sewer, due to issues with the street.

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

Kahler reviewed the crack filling bid from Kluesner Construction. He proposed doing the streets that were highlighted on the bid, this year, in the amount of \$35,989.78. When asked what happens to the remaining streets on the list, Kahler stated they remain on the list for consideration the following year. Goedken moved to approve Resolution #2021-108 Approval of Kluesner Construction crack and joint sealing bid, Hanken seconded, roll call unanimous. When asked, Kahler stated if anyone has cracks in their driveway, to contact the City Clerk’s Office or himself and he will forward their contact information to the contractor.

Hinrichsen reported the ARP Grant requires the City to have a Conflict of Interest Policy related to the Federal funds received by the City. Goedken moved to approve Resolution #2021-109 Conflict of Interest Policy, seconded by Langerman, roll call unanimous.

Jones County Economic Development Director, Derek Lumsden stated it is recommended to complete a Low-to-Moderate Income (LMI) survey to assist City to qualify for the CDBG grant for the Wastewater Treatment Plant project and

would be beneficial for other CDBG grants also. Lumsden stated the next CDBG grant deadline is January 1st, so survey would need to be complete by early November to allow East Central Iowa Council of Governments (ECICOG) time to compile the information. Council discussed the need to do the survey to get funding for the wastewater treatment plant upgrades that are required by DNR. ECICOG prepared the list of addresses for the City. Yeoman moved to approve Resolution #2021-110 To approve conducting a survey for Iowa Community Development Block Grant (CDBG) to support the wastewater treatment plant improvements. Goedken seconded, roll call unanimous. Council and volunteers will collect the surveys on Friday, October 15th from 5:30 to 7:00 PM; Saturday, October 16 from 9 AM until mid-afternoon and Sunday, October 17 from 1 PM until done. Residents that receive the survey in the mail, are asked to complete the survey and tape to door for contactless and quick pick up. Contact City Clerk's Office if you have questions. Any volunteers that want to help collect the surveys are asked to contact the City Clerk's Office or Mayor Brian Wolken.

Hinrichsen stated the Street Finance Report is a summary of the revenues and expenses related to roads and is required to be completed each year per Iowa Code. The main revenue source is the Road Use Tax funds, but also includes general fund revenues and capital project funding. Langerman moved to approve Resolution #2021-111 Approving the FY 2020-2021 Street Finance Report, Lux seconded, roll call unanimous.

Audrey Savage, 717 West First Street, inquired what the deciding factor was for Yeoman to get involved with the Compadres building and questioned why the minutes stated the group was an LLC. She felt City should re-do the process and re-let for offers to purchase the building. Wolken advised he asked Hinrichsen to review the resolutions to see if they reference an LLC and Hinrichsen reported they did not. Tom Osborne, 630 South Sycamore Street questioned after Matt Kumley gave his proposal on March 1st, why the Council decided to accept an additional offer two weeks later from a private group. Yeoman stated he withdrew his offer and would not be signing the developer's agreement. Wolken stated the building would remain with the City and City will need to maintain it. Matt Kumley, 341 East Third Street, stated he would need the Catalyst Grant to continue with the project. Goedken stated the City applied for the Grant, if work is not completed, what happens. Farnum stated the building would revert back to the City. Lumsden stated the Derelict Building and Asbestos Removal grants are completed and City has received those funds last week. He will need to inquire with the State to see if the grant proposal could be changed but there is no guarantee they would accept the changes. Wolken stated Yeoman and Kumley were working together to complete the project and the Glass Tap would have owned the building. Hanken moved to table approving the Development Agreement on the Compadres building, Goedken seconded, roll call unanimous except Yeoman who abstained. Yeoman stated his intent was to abstain on any actions related to this building.

Farnum prepared a draft letter for the 2019 North Sycamore Street Project property owners related to extending the warranty on the new water service installed during the project. Goedken moved to authorize the City Administrator to send the letter to the property owners of the 2019 North Sycamore Street Project and to extend the warranty until December 31, 2040. Lux seconded, roll call unanimous.

Farnum drafted a City Attorney contact policy for Council review. Langerman moved to approve the City Attorney contact policy, as written; Brighton seconded, roll call unanimous.

Farnum reported Snyder & Associates had a COVID outbreak in their office and are prohibited to attend any meeting in person; however, they are continuing to work on various project for the City.

Farnum reported the Sixth Street Ditch project in on hold until the CDBG surveys are completed to see if City would be eligible for CDBG funding for this project also and to see where the wastewater treatment plant bonding comes in at.

Wolken reported Hinrichsen will be sending out an evaluation form for Farnum to the Council for their completion and return, in the next few weeks.

Wolken advised staff will be meeting with Royal Flush to discuss compliance issues this week. When asked, Tjaden stated the City is working with the DNR on violations related to Royal Flush that will be discussed at the meeting

Wolken advised he signed a letter giving City support for a grant to help fund the wastewater treatment plant improvements.

Farnum reported working on the following items: Vehicle leasing program and airport consultant and other issues, which will come to the Council for approval.

Hinrichsen reported attending a webinar on redistricting and is working on maps of the City's wards on the State GIS program. After the State approves their redistricting maps, City has 60 days to get maps approved and submitted.

Smith updated the Council on the Birch Street sidewalk and sidewalk committee continues to look at options to connect 7th Street to Northridge Addition.

Oswald reported the Health State Walk will be on Wednesday this week starting at Willow Park at 5:30 PM.

Turnis stated the Public Works Department and Oswald installed the posts for the permanent Storywalk along Willow Trail. Dedication of the Storywalk will be

Regular Council Meeting
October 4, 2021

held Wednesday also in conjunction with the Health State Walk. City received funding for the Storywalk from the following: Iowa Park & Recreation Association Community Walk Mini Grant, in partnership with Healthiest State Initiative \$500, that Oswald applied for; Monticello Lion's Club \$2,000; Theisens Grant \$500 and Bud and Georgia Johnson Foundation \$1,500.

Brighton adjourned the meeting at 7:20 pm. Council took a short break before reconvening for two work sessions related to the possible Flood Buy-out of 202 North Main Street and the Community Building repairs and improvements. No action was taken during the work sessions. Brighton left the meeting at 7:35 pm, during the flood buy-out work session. Work sessions at 8:40 pm

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

PAYROLL - OCTOBER 7, 2021

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	September 20 - October 3, 2021				
Brian Bronemann	\$ 668.25	\$ -	0.00	0.00	\$ 544.88
Shelley Bronemann	144.00	-	0.00	0.00	124.04
Jacob Gravel	1,668.00	-	0.00	0.00	1,209.69
David Husmann	1,899.41	(111.39)	0.00	0.00	1,253.63
Mary Intlekofer	178.88	-	0.00	0.00	86.56
Lori Lynch	2,093.85	19.45	0.00	0.00	1,429.27
Chloe Mogensen	548.40	-	0.00	0.00	458.23
Mandy Norton	384.03	-	0.00	0.00	305.97
Shannon Poe	187.80	-	0.00	0.00	149.36
Shelly Searles	2,224.01	697.61	0.00	0.00	1,499.34
Sabrina Stella	266.38	-	0.00	0.00	218.67
Jenna Weih	2,079.35	616.95	0.00	0.00	1,515.43
Curtis Wyman	2,507.21	1,047.71	0.00	179.63	1,663.81
TOTAL AMBULANCE	\$ 14,849.57	\$ 2,270.33	0.00	179.63	\$ 10,458.88
CEMETERY	September 18 - October 1, 2021				
Dan McDonald	\$ 1,744.00	\$ -	0.00	0.00	\$ 1,263.32
TOTAL CEMETERY	\$ 1,744.00	\$ -	0.00	0.00	\$ 1,263.32
CITY HALL	September 19 - October 2, 2021				
Cheryl Clark	\$ 1,772.00	\$ -	0.00	12.38	\$ 1,202.60
Russ Farnum	3,653.85	-	0.00	0.00	2,682.77
Sally Hinrichsen	2,614.03	-	0.00	0.00	1,783.20
Nanci Tuel	1,574.40	-	0.00	0.00	1,055.76
TOTAL CITY HALL	\$ 9,614.28	\$ -	0.00	12.38	\$ 6,724.33
FIRE					
Joe Bayne	\$ 208.33	\$ -	0.00	0.00	\$ 191.39
Chris Hinrichs	60.00	-	0.00	0.00	55.41
Billy Norton	166.67	-	0.00	0.00	143.57
Paul Warner	125.00	-	0.00	0.00	115.44
TOTAL FIRE	\$ 560.00	\$ -	0.00	0.00	\$ 505.81
LIBRARY	September 20 - October 3, 2021				
Molli Hunter	\$ 987.20	\$ -	0.00	0.00	\$ 775.00
Penny Schmit	1,199.95	11.15	0.00	0.00	691.58
Michelle Turnis	1,705.44	-	0.00	0.00	1,084.35
TOTAL LIBRARY	\$ 3,892.59	\$ 11.15	0.00	0.00	\$ 2,550.93
MBC	September 20 - October 3, 2021				
Jacob Oswald	\$ 2,089.42	\$ -	0.00	0.00	\$ 1,568.66
Shannon Poe	1,664.84	-	0.00	0.00	1,143.95
TOTAL MBC	\$ 3,754.26	\$ -	0.00	0.00	\$ 2,712.61
POLICE	September 20 - October 3, 2021				
Zachary Buehler	\$ 2,225.53	\$ (98.48)	0.00	0.00	\$ 1,647.21
Peter Fleming	2,644.80	-	0.00	29.25	1,824.45
Dawn Graver	2,485.04	-	0.00	0.00	1,788.19
Erik Honda	2,509.08	-	0.00	0.75	1,862.40
Jordan Koos	2,509.08	-	0.00	13.50	1,808.32
Britt Smith	3,071.06	-	0.00	0.00	2,249.23
Madonna Staner	1,576.00	-	0.00	0.00	1,192.70
Brian Tate	2,530.08	-	0.00	0.00	1,869.62
TOTAL POLICE	\$ 19,550.67	\$ (98.48)	0.00	43.50	\$ 14,242.12

PAYROLL - OCTOBER 7, 2021

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
ROAD USE	September 18 - October 1, 2021				
Zeb Bowser	\$ 1,744.00	\$ -	0.00	0.00	\$ 1,282.77
Jasper Scott	1,684.00	-	0.00	0.00	1,190.70
TOTAL ROAD USE	\$ 3,428.00	\$ -	0.00	0.00	\$ 2,473.47
SANITATION	September 18 - October 1, 2021				
Michael Boyson	\$ 1,744.00	\$ -	0.00	0.00	\$ 1,226.86
Nick Kahler	2,131.80	-	0.00	0.00	1,466.35
TOTAL SANITATION	\$ 3,875.80	\$ -	0.00	0.00	\$ 2,693.21
SEWER	September 18 - October 1, 2021				
Tim Schultz	\$ 1,992.00	\$ -	0.00	7.50	\$ 1,384.89
Jim Tjaden	2,307.69	-	0.00	0.00	1,674.70
TOTAL SEWER	\$ 4,299.69	\$ -	0.00	7.50	\$ 3,059.59
WATER	September 18 - October 1, 2021				
Daniel Pike	\$ 1,956.01	\$ -	3.00	38.00	\$ 1,403.04
TOTAL WATER	\$ 1,956.01	\$ -	3.00	38.00	\$ 1,403.04
TOTAL - ALL DEPTS.	\$ 67,524.87	\$ 2,183.00	3.00	281.01	\$ 48,087.31

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING	781.91			
ALTORFER INC.	PD BLDG REPAIR/MAINT	308.50			
AT&T MOBILITY	PD CELL PHONES	173.74			
BAKER PAPER CO INC	PD BUILDING SUPPLIES	53.17			
LYNCH DALLAS, P.C.	PD ATTORNEY FEES	49.50			
MONTICELLO COMM SCHOOL DISTRICT	PD FUEL	1,020.11			
MONTICELLO EXPRESS INC	PD SUPPLIES	74.84			
NEXT GENERATION PLBG & HTG LLC	PD BLDG REPAIR/MAINT	1,286.50			
TCM BANK NA	PD EQUIP REPAIR/MAINT	275.10			

	110 POLICE DEPARTMENT TOTAL		4,023.37		
STREET LIGHTS					
ALLIANT ENERGY-IES	416 E SECOND STREETLIGHTS	268.93			

	230 STREET LIGHTS TOTAL		268.93		
AQUATIC CENTER					
AUBREE FAIRLEY	POOL PRIVATE LESSONS	93.75			
STATE HYGIENIC LABORATORY	POOL LAB TEST	13.50			
MONTICELLO EXPRESS INC	POOL ADVERTISING	87.20			
NEXT GENERATION PLBG & HTG LLC	POOL BLDG REPAIR/MAINT	473.38			
TCM BANK NA	POOL POSTAGE	4.80			

	440 AQUATIC CENTER TOTAL		672.63		
CEMETERY					
JOHN DEERE FINANCIAL	CEMETERY GROUNDS SUPPLIES	68.98			
MONTICELLO COMM SCHOOL DISTRICT	CEMETERY FUEL	533.85			

	450 CEMETERY TOTAL		602.83		
SOLDIER'S MEMORIAL BOARD					
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	42.73			

	498 SOLDIER'S MEMORIAL BOARD TOTAL		42.73		
CLERK/CITY ADMIN					
MOLLI JENN HUNTER	JANITORIAL SERVICES	362.50			

	620 CLERK/CITY ADMIN TOTAL		362.50		
ENGINEER					
SNYDER & ASSOCIATES, INC	ENGINEERING FEES	6,105.50			

	640 ENGINEER TOTAL		6,105.50		
ATTORNEY					
LYNCH DALLAS, P.C.	ATTORNEY FEES	544.50			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	641 ATTORNEY TOTAL		544.50		
CITY HALL/GENERAL BLDGS					
RUSSELL W FARNUM	IACMA DUES 7/1/2021-6/30/2022	150.00			
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK	331.50			
KOCH BROTHERS, INC.	COPIER MAINTENANCE	226.91			
MONTICELLO EXPRESS INC	CH ADVERTISING	479.82			
MONTICELLO ROTARY CLUB	CH DUES - FARNUM	100.00			
TECTA AMERICA CORPORATION	CH BLDG REPAIR/MAINT	1,362.50			
TCM BANK NA	CH TRAVEL - HINRICHSN	329.16			
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	85.45			
	650 CITY HALL/GENERAL BLDGS TOTAL		3,065.34		
	001 GENERAL TOTAL		15,688.33		
MONTICELLO BERNDES CENTER					
PARKS					
ALLIANT ENERGY-IES	MBC ELECTRIC	1,603.62			
FAREWAY STORES #840-1	MBC CONCESSIONS	21.29			
MOLLI JENN HUNTER	JANITORIAL SERVICES	275.00			
JOHN DEERE FINANCIAL	MBC CONCESSIONS	54.93			
STEVE MONK CONSTRUCTION	MBC MOWING CONTRACT	113.34			
MONTICELLO COMM SCHOOL DISTRICT	MBC FUEL	207.98			
MONTICELLO EXPRESS INC	MBC BASEBALL DIAMOND SIGNS	346.00			
MONTICELLO SPORTS	MBC PEEWEE FOOTBALLS	300.00			
SPAHN & ROSE LUMBER CO INC	MBC LEAGUE SUPPLIES	446.56			
TCM BANK NA	MBC TRAVEL - OSWALD	407.74			
RACHEL VON BEHREN	MBC DAMAGE DEPOSIT REFUND	200.00			
	430 PARKS TOTAL		3,976.46		
	005 MONTICELLO BERNDES CENTER TOTAL		3,976.46		
POLICE CANINE UNIT					
POLICE DEPARTMENT					
TCM BANK NA	PD CANINE SUPPLIES	248.42			
	110 POLICE DEPARTMENT TOTAL		248.42		
	009 POLICE CANINE UNIT TOTAL		248.42		
FIRE					
FIRE					
TRENT TAPKEN DBA	FIRE EQUIP REPAIR/MAINT	900.00			
FIRE SERVICE TRAINING BUREAU	FIRE TRAINING - BOWSER	50.00			
MONTICELLO COMM SCHOOL DISTRICT	FIRE FUEL	102.63			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	150 FIRE TOTAL		1,052.63		
	015 FIRE TOTAL		1,052.63		
AMBULANCE					
AMBULANCE					
AETNA INC	AMB OVERPAYMENT REFUND		201.40		
AIRGAS USA, LLC	AMB MEDICAL SUPPLIES		101.36		
ALTORFER INC.	AMB BLDG REPAIR/MAINT.		308.50		
AT&T MOBILITY	AMB CELL PHONES		80.25		
BAKER PAPER CO INC	AMB BUILDING SUPPLIES		53.17		
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES		279.58		
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL		841.69		
NEXT GENERATION PLBG & HTG LLC	AMB BLDG REPAIR/MAINT		1,286.50		
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES		2,398.81		
UNITY POINT HEALTH	AMB MEDICAL SUPPLIES		712.09		
	160 AMBULANCE TOTAL		6,263.35		
	016 AMBULANCE TOTAL		6,263.35		
HOTEL/MOTEL TAX					
HOTEL/MOTEL					
JONES CO ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT FEE		15,000.00		
	699 HOTEL/MOTEL TOTAL		15,000.00		
	018 HOTEL/MOTEL TAX TOTAL		15,000.00		
TRUST FUND/STREET BOND					
PUBLIC WORKS					
PEARCE SERVICES	STREET BOND REFUND- 700 W 1ST		250.00		
	299 PUBLIC WORKS TOTAL		250.00		
	023 TRUST FUND/STREET BOND TOTAL		250.00		
LIBRARY IMPROVEMENT					
LIBRARY					
BAKER & TAYLOR BOOKS	LIB IMP BOOKS		314.54		
MICRO MARKETING LLC	LIB IMP BOOKS		19.59		
TCM BANK NA	LIB IMP VIDEO/DVD RECORDINGS		4.88		
	410 LIBRARY TOTAL		339.01		
	030 LIBRARY IMPROVEMENT TOTAL		339.01		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
LIBRARY					
LIBRARY					
BAKER & TAYLOR BOOKS	LIB BOOKS	22.00			
CULLIGAN TOTAL WATER -	LIB BUILDING SUPPLIES	5.50			
MOLLI JENN HUNTER	JANITORIAL SERVICES	237.50			
MICRO MARKETING LLC	LIB BOOKS	101.05			
MONTICELLO EXPRESS INC	LIB OFFICE SUPPLIES	18.99			
NICHE ACADEMY LLC	LIB PROCESSING	500.00			
OVERDRIVE	LIB AUDIO RECORDINGS	527.93			
TECTA AMERICA CORPORATION	LIB BLDG REPAIR/MAINT	1,362.50			
TCM BANK NA	LIB BOOKS	73.73			
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	42.73			
	410 LIBRARY TOTAL		2,891.93		
	041 LIBRARY TOTAL		2,891.93		
AIRPORT					
AIRPORT					
JOHN DEERE FINANCIAL	AIRPORT EQUIP REPAIR/MAINT	16.99			
MCALEER WATER CONDITIONING INC	AIRPORT BUILDING SUPPLIES	35.00			
MONTICELLO AVIATION INC	AIRPORT GROUNDS SUPPLIES	90.00			
MONTICELLO COMM SCHOOL DISTRICT	AIRPORT FUEL	129.27			
MONTICELLO EXPRESS INC	AIRPORT ADVERTISING	13.69			
	280 AIRPORT TOTAL		284.95		
	046 AIRPORT TOTAL		284.95		
ROAD USE					
STREETS					
ALLIANT ENERGY-IES	STOP SIGNS - N MAIN ST	41.23			
AT&T MOBILITY	RU TABLET	41.27			
GENERAL TRAFFIC CONTROLS, INC.	RU LIGHT SYSTEMS & STRUCTURES	1,562.50			
W.W. GRAINGER, INC	RU EQUIP REPAIR/MAINT	124.67			
HOTSY CLEANING SYSTEMS	RU SUPPLIES	361.00			
JOHN DEERE FINANCIAL	RU SUPPLIES	228.95			
LAPORTE MOTOR SUPPLY	RU VEHICLE OPERATING SUPPLIES	765.26			
MONTICELLO COMM SCHOOL DISTRICT	RU FUEL	533.87			
MONTICELLO EXPRESS INC	RU SUPPLIES	31.98			
MONTICELLO MACHINE SHOP INC	RU EQUIP REPAIR/MAINT	145.82			
L.L. PELLING CO	RU STREET MAINTENANCE CONTRACT	87,443.00			
SPAHN & ROSE LUMBER CO INC	RU SUPPLIES	113.77			
TCM BANK NA	RU SUPPLIES	210.90			
THOMPSON TRUCK & TRAILER, INC.	RU EQUIP REPAIR/MAINT	60.20			
	210 STREETS TOTAL		91,664.42		
	110 ROAD USE TOTAL		91,664.42		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
TRUST/SLAVKA GEHRET FUND LIBRARY					
BAKER & TAYLOR BOOKS	LIB GEHRET BOOKS	48.46			
	410 LIBRARY TOTAL	48.46			
	178 TRUST/SLAVKA GEHRET FUND TOTAL	48.46			
PARK IMPROVEMENT CAPITAL PROJECTS					
MONTICELLO EXPRESS INC	MONTI IN MOTION CAR SHOW	560.60			
	750 CAPITAL PROJECTS TOTAL	560.60			
	313 PARK IMPROVEMENT TOTAL	560.60			
TRUST/CEMETERY IMPROVEMEN CEMETERY					
ACCENT CONSTRUCTION	CEMETERY IMPROVEMENTS	880.00			
	450 CEMETERY TOTAL	880.00			
	326 TRUST/CEMETERY IMPROVEMEN TOTAL	880.00			
CAPITAL IMPROVEMENT CAPITAL PROJECTS					
DEAN STEVENS CONSTRUCTION LTD	COMPADRES BLDG CATALYST GRANT	1,020.00			
	750 CAPITAL PROJECTS TOTAL	1,020.00			
	332 CAPITAL IMPROVEMENT TOTAL	1,020.00			
BATY DISC GOLF COURSE PARKS					
KROMMINGA MOTORS INC	BATY DG GROUNDS SUPPLIES	125.00			
STEVE MONK CONSTRUCTION	BATY DG MOWING	704.00			
SPAHN & ROSE LUMBER CO INC	BATY DG GROUNDS SUPPLIES	248.82			
	430 PARKS TOTAL	1,077.82			
	338 BATY DISC GOLF COURSE TOTAL	1,077.82			
POCKET PARK PARKS					
SPAHN & ROSE LUMBER CO INC	POCKET PARK IMPROVEMENTS	11.96			
	430 PARKS TOTAL	11.96			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	375 POCKET PARK TOTAL		11.96		
WATER					
WATER					
AT&T MOBILITY	WATER CELL PHONE & TABLET		71.45		
BEHREND'S CRUSHED STONE	WATER GROUNDS SUPPLIES		1,595.57		
HAWKINS WATER TREATMENT	WATER SYSTEM		15.00		
STATE HYGIENIC LABORATORY	WATER LAB TESTS		81.00		
INFRASTRUCTURE TECHNOLOGY	WATER DATA PROCESSING		14.00		
IOWA ONE CALL	WATER SYSTEM		20.70		
STEVE MONK CONSTRUCTION	WATER SYSTEM		113.33		
MONTICELLO COMM SCHOOL DISTRICT	WATER FUEL		136.58		
TCM BANK NA	WATER POSTAGE		11.15		
	810 WATER TOTAL		2,058.78		
	600 WATER TOTAL		2,058.78		
SEWER					
SEWER					
ALLIANT ENERGY-IES	1105 E FIRST ST		2,476.83		
BEHREND'S CRUSHED STONE	SEWER GROUNDS SUPPLIES		120.48		
STATE HYGIENIC LABORATORY	SEWER LAB TESTS		1,664.75		
IOWA ONE CALL	SEWER SYSTEM		20.70		
JOHN DEERE FINANCIAL	SEWER GROUNDS SUPPLIES		186.31		
LAPORTE MOTOR SUPPLY	SEWER EQUIP REPAIR/MAINT		24.99		
TRANS-IOWA EQUIPMENT, INC.	SEWER EQUIP REPAIR/MAINT		639.72		
MONTICELLO COMM SCHOOL DISTRICT	SEWER FUEL		136.58		
ROTO-ROOTER	SEWER SYSTEM		505.00		
TCM BANK NA	SEWER POSTAGE		58.54		
TRI COUNTY PROPANE LLC	SEWER UTILITIES		833.75		
USA BLUE BOOK	SEWER EQUIP REPAIR/MAINT		275.30		
WINDSTREAM IOWA-COMM. INC.	SEWER TELEPHONE		59.82		
	815 SEWER TOTAL		7,002.77		
	610 SEWER TOTAL		7,002.77		
SANITATION					
SANITATION					
MONTICELLO COMM SCHOOL DISTRICT	SANITATION FUEL		67.16		
REPUBLIC SERVICES	DUMPSTER COLLECTIONS		11,871.32		
	840 SANITATION TOTAL		11,938.48		
	670 SANITATION TOTAL		11,938.48		
STORM WATER					

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
STORM WATER FUND					
B & J HAULING & EXCAVATION INC	STORMWATER MAINTENANCE	21,803.27			
J&R SUPPLY INC	STORMWATER MAINTENANCE	4,505.00			
STEVE MONK CONSTRUCTION	STORMWATER MAINTENANCE	293.33			

	865 STORM WATER FUND TOTAL		26,601.60		

	740 STORM WATER TOTAL		26,601.60		
			=====		
	Accounts Payable Total		188,859.97		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND NAME	AMOUNT
001 GENERAL	15,688.33
005 MONTICELLO BERNDES CENTER	3,976.46
009 POLICE CANINE UNIT	248.42
015 FIRE	1,052.63
016 AMBULANCE	6,263.35
018 HOTEL/MOTEL TAX	15,000.00
023 TRUST FUND/STREET BOND	250.00
030 LIBRARY IMPROVEMENT	339.01
041 LIBRARY	2,891.93
046 AIRPORT	284.95
110 ROAD USE	91,664.42
178 TRUST/SLAVKA GEHRET FUND	48.46
313 PARK IMPROVEMENT	560.60
326 TRUST/CEMETERY IMPROVEMEN	880.00
332 CAPITAL IMPROVEMENT	1,020.00
338 BATY DISC GOLF COURSE	1,077.82
375 POCKET PARK	11.96
600 WATER	2,058.78
610 SEWER	7,002.77
670 SANITATION	11,938.48
740 STORM WATER	26,601.60

TOTAL FUNDS	188,859.97

City of Monticello - Monthly Summary - September 1st thru 30th, 2021

Reviewed by: *[Signature]* Date: *10/13/21*

Fund	Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Clerk's Cash In Bank	Investments	Investments	Ending Fund Balance
GENERAL FUNDS:														
	General	551749.77	133495.34	1386.51		111646.95	29375.00	545609.67	775.00	480648.59	54186.08			545609.67
	Soldiers Memorial Board	12235.34	75.00			35.00		12275.34		-29915.19	12275.34			12275.34
	Monticello Berndes Center	-13250.55	3887.00			20451.64		-29815.19	100.00	6839.28				-29815.19
	Dare	6832.54		6.74				6839.28		8263.15				6839.28
	Canine	7562.67	980.00	7.46		286.98		8263.15		15227.92	20671.95			8263.15
	Insurance Fund	36217.28		36.39		353.80		35989.87		23196.46				35989.87
	Monticello Trees Forever	23173.60		22.86				23196.46		39945.59	65089.80			23196.46
	Fire	107226.32	15.00	107.89		2313.82		105035.39		56400.20	32300.70			105035.39
	Ambulance Operating	80537.40	28846.39	80.49	18750.00	39513.38		88700.90		24717.27				88700.90
	Hotel/Motel Tax Fund	24682.92		24.35				24717.27						24717.27
	Earl F Lehmann Trust	238.29		0.03				238.32			238.32			238.32
	Street Bond	1550.00				500.00		1050.00		1050.00				1050.00
	Police Improvement	528.49	222.00	0.52				751.01		751.01				751.01
	Library Improvement	27738.09	2100.00	28.23		1192.22		28674.10		2184.00	26490.10			28674.10
	Library	19934.09	717.48	19.75	10625.00	13937.04		17359.28	75.00	12172.47	5111.81			17359.28
	Equipment Set-A-Side	37336.49		37.40				37373.89		19777.22	17596.67			37373.89
	Super Mac	14905.68		14.70		1576.00		13344.38		13344.38				13344.38
	Airport	97616.52	4231.12	96.28		3967.44		97976.48		97976.48				97976.48
	Revolving Loan Fund	42185.50		42.48				42227.98		15509.02	26718.96			42227.98
SPECIAL REVENUE FUNDS:														
	Road Use Tax	415314.08	67719.40			30418.60		452614.88		68041.31	384573.57			452614.88
	Road Use Tax Set-Aside	80216.95		81.58				80298.53		5149.29	75149.24			80298.53
	Employee Benefits	256331.03	26239.75			36099.84		246470.94		83200.98	163269.96			246470.94
	TIF Tax Collections	77116.64	59279.09	217.99				136613.72		110858.32	25755.40			136613.72
	Slavka Gehret Trust	205432.93		208.10		462.69		205179.34		7670.84	197508.50			205179.34
	Police Forfeiture Acct	1169.98		1.15				1171.13		1171.13				1171.13
DEBT SERVICE FUNDS:														
	TIF - Debt Payments	119570.08	23783.38	119.86				143473.32		25692.29	117781.03			143473.32
	ARPA Fund	289386.30						289681.23		0.00				289681.23
	Park Improvements	39389.61	3541.00	294.93				42970.44		12912.72	30057.72			42970.44
	Library Capital Improvements	11922.85		39.83				11934.61		11934.61				11934.61
	Ambulance Improvements	94752.91	250.00	11.76				95099.27		6561.97	86537.30			95099.27
	TIF Projects	111963.95		96.36				111963.95		33463.95	78500.00			111963.95
	Cemetery Improvements	60990.29	351.00	234.83		44761.00		16795.12		-33176.37	49971.49			16795.12
	Capital Improvements	356573.58	2714.00	304.57				361592.15		29235.10	332357.05			361592.15
	Low Income Housing	15309.24		15.60				15324.84		3076.13	179.03			15324.84
	Baty Disc Golf Course	3955.26		3.90		704.00		3255.16		7830.61				3255.16
	Mary Maxine Redmond Trust	7822.58		8.03				7830.61		5847.72	5034.98			7830.61
	Pocket Park	10472.22	400.00	10.49				10882.71						10882.71
PERMANENT FUNDS:														
	Cemetery Perpetual Care	172196.30	411.00					172607.30		10120.50	162486.80			172607.30
	Charles S Bidwell Book Trust	82189.65		83.70		137.23		82136.12		1612.20	80523.92			82136.12
	Iona Mary Baker Trust	36191.94		38.89		91.08		36139.75		865.52	37274.23			36139.75
ENTERPRISE FUNDS:														
	Water Operating	169964.47	40993.70	170.89		21306.70		188222.36		59059.64	129162.72			188222.36
	Customer Deposits	94525.70	400.00			515.00		94410.70		12838.14	81572.56			94410.70
	Water Capital Improvements	15921.91	520.24	63.85				16506.00		10439.53	6066.47			16506.00
	Sewer Operating	282589.94	122866.77	287.25		31614.97		374128.99		114403.34	259725.65			374128.99
	Sewer Capital Improvements	9386.23	520.24	57.45		45200.00		-35256.08		-43492.25	8236.17			-35256.08
	Sanitation	76520.74	47391.05	76.46		45380.73		78607.52		48549.80	30057.72			78607.52
	Sanitation Capital Improvements	8525.86		8.41				8534.27		8534.27				8534.27
	Yard Waste	26615.09	3608.73	26.58		236.27		30014.13		19994.24	10019.89			30014.13
	Storm Water fund	8905.24	2472.57	8.86		360.02		11006.65		8479.19	2527.46			11006.65
AGENCY FUNDS														
	Self Funded Insurance	0.00	1403.78			1403.78		0.00						0.00
	Flex Spending	161.02						161.02		161.02				161.02
	Enterprise Flex Spending	107.48						107.48		107.48				107.48
TOTAL OF ALL FUNDS														
		4223482.49	578835.03	4384.40	29375.00	454506.18	29375.00	4352195.74	950.00	1421400.46	2917331.62	0.00	0.00	4352195.74

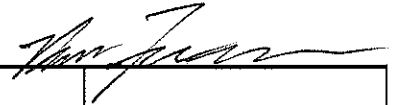
City of Monticello
Bank Reconciliation Report
For the Month of September 2021

Bank Balance		
General Checking	\$1,455,630.49	
Property Tax & Water	\$2,917,331.62	
Soldiers Memorial Ckg	\$12,275.34	
Earl F Lehmann Trust	\$238.32	
Soldier Memorial Money Market	\$0.00	
		<hr/>
Total Bank Balance		\$4,385,475.77
Plus (Minus) Adjustment:		
Bank Charge/Error	\$0.00	
		<hr/>
Total Adjustment		\$0.00
Plus Outstanding Credit Card Pymt:		
Credit Card Payments	\$439.93	
		<hr/>
Total Outstanding Credit Card Pymts		\$439.93
Less Outstanding Checks:		
Financial/Payroll	\$34,669.96	
Soldiers Memorial	\$0.00	
		<hr/>
Total Outstanding Checks		\$34,669.96
Plus Investments:		
Time Certificates	\$0.00	
Petty Cash	\$950.00	
		<hr/>
Total Investments		\$950.00
Treasurer's Balance		<hr/> <hr/>
		\$4,352,195.74

Prepared By: Sally Hinrichsen
Sally Hinrichsen, City Clerk

Reviewed by: Russell Farnum
Russell Farnum, City Administrator

City of Monticello
Cash On Hand By Bank
For September 30th, 2021



Bank	Amount	Interest rate	Maturity date	Length of investment	Purpose
F & M Bank					
Total by Bank	\$0.00				
Citizens State Bank					
Savings # 6025641	\$238.32	0.150	N/A		Earl F Lehmann Trust Soldier Memorial
Checking #694486	\$12,275.34		N/A		
Total by Bank	\$12,513.66				
Dutrac Credit Union					
Total by Bank	\$0.00				
Regions Banks					
Money Market #0087688689	\$0.00				Soldiers Memorial
Total by Bank	\$0.00				
Fidelity Bank & Trust					
Total by Bank	\$0.00				
Ohnward Bank & Trust					
General Ckg/Sweep #40002008	\$1,455,630.49	2.31	N/A		General Checking General Savings
Property Tax & Water #40001992	\$2,917,331.62	2.31	N/A		
Total by Bank	\$4,372,962.11				
Total Cash on Hand- All Banks	\$4,385,475.77				
Plus Petty Cash	\$950.00				Clerk's Office, Library, Aquatic Center and Berndes Center
Adjust Bank Error					
Plus Outstanding Credit Card Pymt	\$439.93				
Less Outstanding Checks	\$34,669.96				
Treasurer's Balance	\$4,352,195.74				

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

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

City Council Meeting
Prep. Date: 10/13/2021
Preparer: Sally Hinrichsen



Agenda Item: #1
Agenda Date: 10/18/2021

Communication Page

Agenda Items Description: **Resolution** to request abatement of accrued and future taxes on City owned Property utilized for public purposes within the City limits of the City of Monticello

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: Taxes accrued on 449 North Sycamore.

Background Information: City recently purchased the house located at 449 North Sycamore Street from Marc Bradley and by agreement was not paid accrued taxes. By State Code the City can request that the County abate the taxes and the County really has no choice but to do so.

Parcel 0221436018 (449 North Sycamore Street)

The proposed resolution will result in the abatement of any and all accrued and accruing taxes.

Staff Recommendation: Staff recommends that the City request that the County officially abate any and all taxes past due and/or accrued on the above referenced property as provided by the Iowa Code.

Iowa Code 445.63 Abatement of taxes.

When taxes are owing against a parcel owned or claimed by the state or a political subdivision of this state and the taxes were owing before the parcel was acquired by the state or a political subdivision of this state, the county treasurer shall give notice to the appropriate governing body which shall pay the amount of the taxes due. **If the governing body fails to immediately pay the taxes due, the board of supervisors shall abate all of the taxes.**

The City of Monticello, Iowa

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

RESOLUTION

Resolution to request Abatement of accrued Property Taxes on property owned by the City of Monticello for public purposes within the city limits of the City of Monticello.

WHEREAS, The City of Monticello recently purchased the property located at 449 North Sycamore Street, same being described by the following Tax Parcel ID: 0221436018, and

WHEREAS, The Residential Purchase Agreement with the property owner relieved him of responsibility for all accrued taxes and the City did not, therefore, collect sums from the property owner to pay previously accrued property taxes, and

WHEREAS, The Council finds it appropriate, under the circumstances, to request the abatement of all accrued and accruing taxes related to said parcel, whether past due or accrued and not yet due, and to so inform the County Treasurer so that the County Board of Supervisors can take action to formally abate said taxes as required by §445.63 of the Iowa Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby direct the City Clerk to inform the County Treasurer of the decision of the City Council to request the abatement of the taxes accrued and accruing on the above-described tax parcel consistent with §445.63 of the Iowa Code.

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

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 10/13/2021
Preparer: Sally Hinrichsen



Agenda Item: # 2
Agenda Date: 10/18/2021

Communication Page

Agenda Items Description: Resolution To Approve Cemetery fees effective January 1, 2022

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

Attachments & Enclosures:
resolution
State letter

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

Synopsis: Cemetery Board recommends a change in the Cemetery recording and filing fees effective January 1, 2020

Background Information: State increased the annual filing fee from \$ 5.00 to \$10.00. Due to this increase the Cemetery Board recommends the recording and filing fee be increased.

Staff Recommendation: Staff recommends that the Council adopt the proposed resolution per the recommendation of the Cemetery Board

The City of Monticello, Iowa

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

RESOLUTION #

To Approve Cemetery fees effective January 1, 2022

WHEREAS, The Monticello Cemetery Board reviewed current fees related to the services provided at the Oakwood Cemetery and has recommended to the City Council that the following schedule of fees be approved with an effective date of January 1, 2022:

1. **Grave Opening/Closing (no change)**
 - a). Monday thru Friday grave opening \$450.00
 - b). Monday thru Friday cremation (ground or niche) \$275.00
 - c). Saturday grave opening \$550.00
 - d). Saturday cremation (ground or niche) \$375.00
 - e). Sacred Heart burials an additional \$25.00 to fees above in a-d
2. **Niche spaces in columbarium (no change)**
 - a). Niche, including the plate and installation of the plate \$1250.00
Not including in the Niche price are the scroll and final date ribbons, which will be invoiced and collected at such time they are ordered, same to be invoiced at cost plus 10%
3. **Burial Lot (no change)**
 - a). \$450.00 per grave space, with \$80.00 per space being placing into the Cemetery Improvement Fund and 20% per space will be placed into the Cemetery Perpetual Care Fund
4. **Recording and filing fees**
 - a). Increased from \$7.00 to \$10.00 per grave space.

WHEREAS, The City Council has reviewed the proposed schedule of fees as disclosed above, and does hereby find that the recommendation of the Monticello Cemetery Board should be approved, and

WHEREAS, The Council find that the recommendation of the Cemetery Board should be followed, the Board being responsible for general Cemetery oversight and management of the budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the Monticello Oakwood Cemetery fee increases as set out previously herein, and further agrees that said new fee schedule shall be implemented and effective as of and including January 1, 2022.

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

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk



STATE OF IOWA

KIM REYNOLDS
GOVERNOR

ADAM GREGG
LT. GOVERNOR

DOUG OMMEN
COMMISSIONER OF INSURANCE

July 15, 2021

Attention: Perpetual Care Cemeteries

RE: Notice of Increase in Examination Fee and Division Address Change

During the 2021 legislative session, a bill was passed that raises the examination fee perpetual care cemeteries pay for each certificate of interment rights they issue. The bill, passed by the legislature and signed by the governor, raises the examination fee from \$5 to \$10.

This fee was established in 2005 with the enactment of the Iowa Cemetery Act (523I) and is codified at Section 523I.808. Perpetual care cemeteries pay the fee to the Division once a year when filing the cemetery's annual report.

The statute raising the examination fee became effective July 1. However, since some cemeteries pass this fee on to those who purchase interment rights, the Insurance Division intends to continue collecting the old \$5 fee through the end of 2021 and only to begin collecting the new \$10 fee beginning January 1, 2022. If your cemetery charges the purchaser an examination fee, you should not raise the fee to \$10 until January 1, 2022.

In short, due to a statutory change in the 2021 legislative session, all perpetual care cemeteries will be charged a \$10 examination fee for each certificate of interment rights agreement they issue effective January 1, 2022.

Reminder:

Effective August 21, 2020 the Division moved to a new location. The **new address** is 1963 Bell Avenue, Suite 100 Des Moines, IA 50315. Our telephone number also changed, and it is (515) 654-6600. Be sure to direct all correspondence to our new address and verify that your records and agreements reflect the new address.

If you have any questions regarding this letter, please feel free to contact me via email at Christina.hazelbaker@iid.iowa.gov or at 515-654-6471.

For the Division,

Christina Hazelbaker
Christina Hazelbaker

City Council Meeting
 Prep. Date: 10/13/2021
 Preparer: Sally Hinrichsen



Agenda Item: # 3
 Agenda Date: 10/18/2021

Communication Page

Agenda Items Description: Resolution Designating City Depositories

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: Designating banks City Treasurer is authorized to deposit City funds into.

Background Information: Regions Bank recently left the City and all City funds have been transferred to a bank in the City.

By State Code the City is required to designate the City Depositories

The proposed resolution will result in designating the City Depositories and maximum amount allowed in each depository.

Staff Recommendation: Staff recommends that the Council adopt the proposed resolution designating the City Depositories, as provided by the Iowa Code.

Iowa Code 12C.4 Location of depositories

Deposits by the treasurer of state shall be in depositories located in this state; by a county officer or county public hospital officer or merged area hospital officer, in depositories located in the county or in an adjoining county within this state; by a memorial hospital treasurer, in a depository located within this state which shall be selected by the memorial hospital treasurer and approved by the memorial hospital commission; **by a city treasurer or other city financial officer, in depositories located in the county in which the city is located or in an adjoining county**, but if there is no depository in the county in which the city is located or in an adjoining county then in any other depository located in this state which shall be selected as a depository by the city council; by a school treasurer or by a school secretary in a depository within this state which shall be selected by the board of directors or

the trustees of the school district; by a township clerk in a depository located within this state which shall be selected by the township clerk and approved by the trustees of the township. However, deposits may be made in depositories outside of Iowa for the purpose of paying principal and interest on bonded indebtedness of any municipality when the deposit is made not more than ten days before the date the principal or interest becomes due. Further, the treasurer of state may maintain an account or accounts outside the state of Iowa for the purpose of providing custodial services for the state and state retirement fund accounts. Deposits made for the purpose of completing an electronic financial transaction pursuant to section 8B.32 or 331.427 may be made in any depository located in this state.

The City of Monticello, Iowa

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

RESOLUTION #

Designating City Depositories

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

WHEREAS, The Monticello City Council is required by the State of Iowa to designate City depositories and the maximum amounts for each depository; and

WHEREAS, The city staff recommends the following depositories and amounts be set:

Name of Depository: And Location	Maximum Deposit In Effect Under Prior Resolution:	Maximum Deposit This Resolution:
Regions Bank 200 W 1 st St, Monticello, IA	\$ 6,500,000.00	\$ 00.00
Citizens State Bank 117 W 1 st St, Monticello, IA	\$ 6,500,000.00	\$ 6,500,000.00
Ohnward Bank & Trust 305 S Main St, Monticello, IA	\$10,000,000.00	\$10,000,000.00
F & M Bank 111 E 1 st St, Monticello, IA	\$ 6,500,000.00	\$ 6,500,000.00
Fidelity Bank & Trust 216 W 1 st St, Monticello, IA	\$ 6,500,000.00	\$ 6,500,000.00
DuTrac Community Credit Union 337 S Main St, Monticello, IA	\$ 250,000.00	\$ 250,000.00

NOW THEREFORE, BE IT RESOLVED that this City Council of Monticello, Iowa does hereby approves the Depositories and Amounts effective October 18, 2021.

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

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 10/13/21
Preparer: Russell Farnum



Agenda Item: # 4
Agenda Date: 10/18/2021

Communication Page

Agenda Items Description: to approve appointment of the HDR/Snyder & Associates/Braun Intertec team as Monticello Airport Engineer, for Airfield Development Projects and Airport Planning and Environmental Services

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

Attachments & Enclosures:

Statement of Qualifications

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The FAA requires an airport consultant selection on a 5-year basis. The attached Request for Qualifications was reviewed and approved by FAA staff prior to distribution. City advertised the attached Request for Qualifications in the Monticello Express, mailed an announcement to at least 4 firms, including:

- HDR
- MSA-PS
- CGA Engineers
- McClure

The only respondent was HDR. Their Statement of Qualifications is attached.

Staff Recommendation: HDR has done excellent work for the City over the past term, and is expected to continue their quality product delivery. The Airport Board unanimously recommended selection of HDR at their October 5 meeting.

Approval of the selection of HDR is recommended.

The City of Monticello, Iowa

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

RESOLUTION

Resolution to approve appointment of the HDR/Snyder & Associates/Braun Intertec team as Monticello Airport Engineer, for Airfield Development Projects and Airport Planning and Environmental Services.

WHEREAS, the City of Monticello applies for and is a regular recipient of FAA Airport Improvement Programming funding, and

WHEREAS, to maintain eligibility for AIP funding the City/Airport must follow a specific process to hire a Consultant for Airfield Development Projects and Airport Planning and Environmental Services, and

WHEREAS, the Airport Board in concert with the City Administrator and the Airport Manager have gone through the required selection process referred to as a Request for Qualifications or RFQ process and has, after completion of the process, recommended that the City appoint the HDR/Snyder & Associates/Braun Intertec team for Airfield Development Projects, Airport Planning and Environmental Services.

NOW, THEREFORE, Be It Resolved by the City Council of the City of Monticello, Iowa, that the recommendation of the Airport Board should be approved, and the Airport Board does hereby approve the appointment of the HDR/Snyder & Associates/Braun Intertec as the City Airport Engineer, Airport Planning and Environmental Services.

PASSED AND APPROVED this 18th day of October, 2021

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

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk



200 E. First Street
Monticello, IA 52310
(319) 465-3577
Fax (319) 465-3527

August 25, 2021

NOTICE TO AIRPORT CONSULTANTS

The City of Monticello Iowa (Sponsor) is hereby soliciting Statements of Qualification from consultants for airfield development projects that are anticipated to occur within the next five Federal Fiscal Years (FFY) 2022 through 2026 at the Monticello Regional Airport (MXO). Subject to receipt of federal funding and/or State funding, these projects are as follows:

1. FFY 2022: Apron/Taxiway Improvement
2. FFY 2022: Box Hangar Construction – Private Sector
3. FFY 2022- FFY 2026: Runway, Taxiway and Apron Rehabilitation projects as may be required.
4. FFY 2022-FFY 2026: Runway and Taxiway Lighting Improvements as may be required; landing aids
5. FFY 2022- FFY 2026: Obstruction Removal
6. FFY 2022-FFY 2026: Fuel System Upgrades
7. FFY 2022-FFY 2026: Land Acquisition as may be required for approach protection

The FFY 2022 Apron/Taxiway improvement project is shown on an Airport CIP data sheet. The project is expected to be funded in part by FAA NPE assistance, Iowa DOT AIP assistance and local funds. A copy of the ACIP data sheet may be obtained from the City Administrator.

The services to be provided may include, but are not limited to preliminary design, final design, bidding, construction observation and incidental special services such as environmental reviews, geotechnical subsurface investigations and/or surveying.

In selecting a consultant, the Sponsor is using a qualifications-based selection process conforming to FAA AC 150/5100-14E Architectural, Engineering and Planning Consultant Services for Airport Projects. Fee information will not be considered in the selection process. Fees will be negotiated for projects as federal and or state assistance becomes available. The agreement (s) between the Sponsor and the selected consultant will be subject to all applicable Federal Rules and Regulations as identified in AC 150/5300-14E.

200 E. First Street
Monticello, IA 52310
(319) 465-3577
Fax (319) 465-3527

Consultants will be rated by a selection committee according to the following criteria:

1. Capability to perform all aspects of the project (20%)
2. Relevant experience of key personnel (20%)
3. Recent experience with comparable projects at similar sized airports (20%)
4. History of meeting schedules and staying within budget (20%) and
5. Understanding of the project's potential challenges and Sponsor's concerns (20%)

The Sponsor intends to select the most qualified firm directly from the submittals but reserves the option to short list up to three (3) firms and perform phone, informal and / or formal interviews.

Statements must be concise and contain no more than ten (10) pages including front and back covers, excluding the transmittal letter. Statements of Qualification are to be submitted electronically by email to: RFarnum@ci.monticello.ia.us.

All statements must be received by 3:00 PM on September 21, 2021. Statements received after this deadline will not be considered. The Sponsor reserves the right to reject and/or all statements. Submittals become the property of the Sponsor.

Russ Farnum

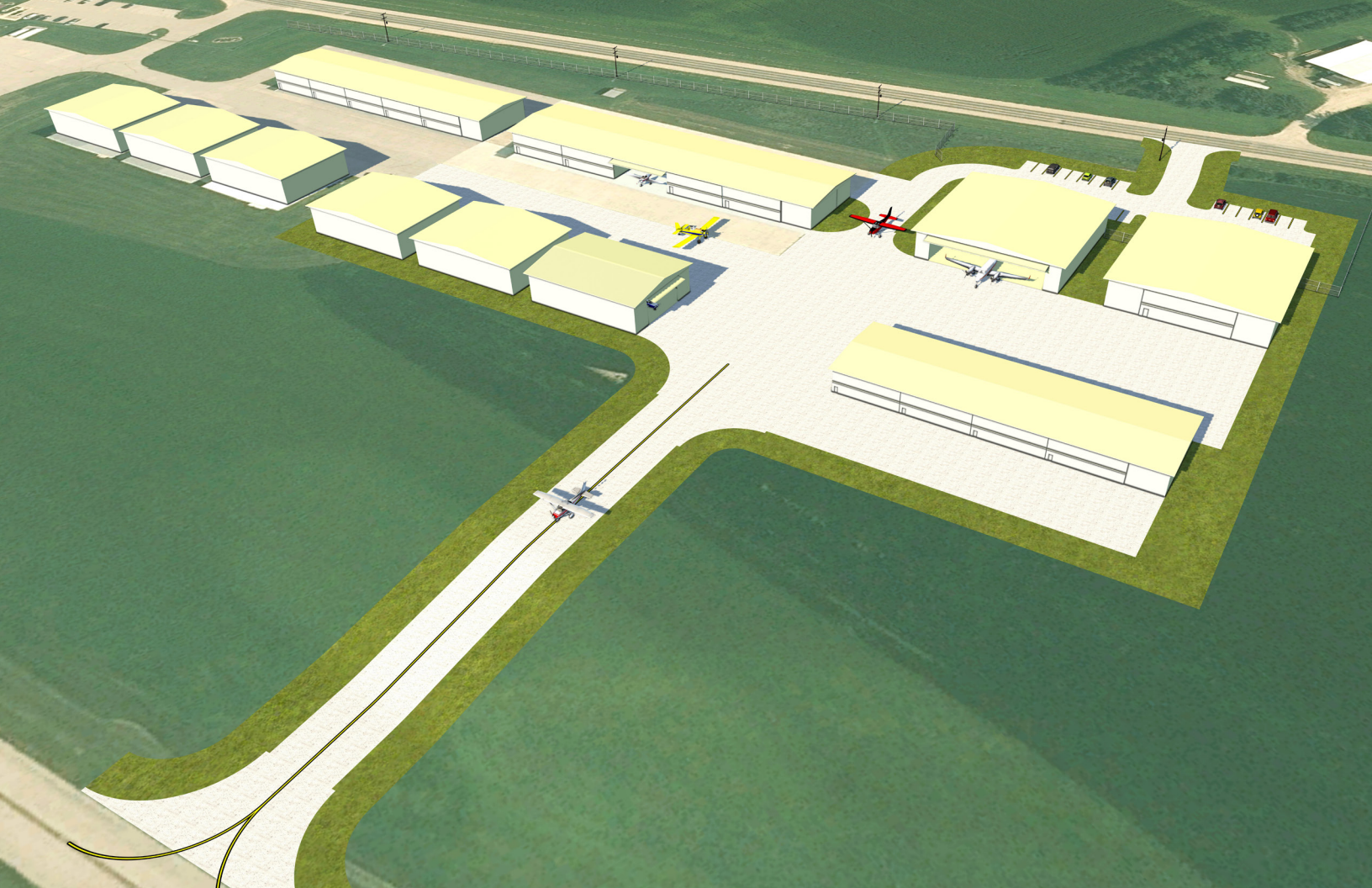
City Administrator

200 East First Street

Monticello, Iowa 52310

RFarnum@ci.monticello.ia.us

(319) 465-3577



Statement of Qualifications

Airfield Improvement Projects

Monticello Regional Airport - MXO

Subconsultants

Snyder & Associates, Inc.

Braun Intertec

September 24,
2021





September 24, 2021
Monticello Regional Airport
Russ Farnum, City Administrator
200 East First Street
Monticello, IA 52310

RE: Notice to Airport Consultants – Monticello Regional Airport

Dear Mr. Farnum and Members of the Selection Committee,

We are pleased to submit to you our Statement of Qualifications for the Monticello Regional Airport's five-year engineering on-call. Our team's long-standing relationships and history working with the City of Monticello and Airport Board are supplemented by our technical expertise in multiple areas from planning through design and construction. Selecting HDR provides the following benefits to the City and Airport Board:

An Expert Team with Decades of Work at MXO. Both HDR and our teaming partner, Snyder & Associates, Inc. (S&A) have supported MXO with airport development and maintenance improvement projects over multiple decades. We are well-informed of the airport's current needs, as HDR recently completed an Airport Master Plan for the airport. Snyder & Associates' proximity to Monticello and experience with the recent 10-unit tee hangar, coupled with our combined history with MXO makes an ideal team for this project.

Unmatched Technical Expertise. HDR's detailed understanding of FAA and Iowa DOT project delivery processes and experience providing planning and design services will make certain projects are delivered per FAA and Iowa DOT requirements and exceed expectations. HDR's Matt Wilke, PE will be the project manager and he brings over 10 years of experience working with airports in Iowa and around the world. Troy Culver, PE will be the point of contact for Snyder & Associates and his team will provide topographic survey and construction observation services.

Experience Managing Multiple Stakeholders. Our team developed the project concept to extend the apron/taxilane in Federal Fiscal Year (FFY) 2022 and worked with the Monticello Airport Board, Iowa DOT, and FAA to identify a viable, multi-agency funding strategy, which will be funded by those three parties, plus the private sector. In addition to traditional engineering services, the airport needs a team that can manage the various stakeholders involved and coordinate all elements of the project.

Our team has laid the groundwork for successfully accomplishing Monticello's vision for the terminal area, and we are well positioned to follow through with the design and construction phase and perform all aspects of the planned projects at MXO. We would like to thank you in advance for reviewing these materials, and we look forward to kicking off this project in earnest for a mid-2022 letting. Please contact Project Manager Matt Wilke at (402) 392-6918 if you have any questions or require additional information.

Sincerely,

Matt Wilke, PE
Project Manager

Jerry Searle
Contract Manager

hdrinc.com

1917 S 67th Street, Omaha, Nebraska 68106-2973
T 402.399.1000 F 402.548.5015

Project Understanding

Our HDR/Snyder and Associates, Inc. team includes individuals who have assisted the Monticello Regional Airport Board and City of Monticello staff with airport development and maintenance improvement projects across decades.

Our team is well-informed of the current needs of the airport. HDR recently completed an Airport Master Plan for MXO, outlining the airport's infrastructure needs over a 20-year period. S&A recently completed a 10-unit tee hangar project and other rehabilitation projects at MXO.

AIRPORT MASTER PLAN / CAPITAL IMPROVEMENTS PROGRAM

The 2019 Airport Master Plan prepared by HDR was accepted by the FAA and the Airport Layout Plan (ALP) was given conditional approval by FAA on December 8, 2020. The Airport Master Plan examined existing deficiencies and set forth proposed improvements that would accommodate forecast aeronautical activity safely and efficiently. The plan provided a narrative summary of existing conditions, a 20-year aeronautical forecast, summary of current design standards, overview of alternatives and environmental considerations, and a development schedule and cost opinions.

An aeronautical survey was undertaken prior to the development of the ALP. The survey was carried out in

accordance with FAA requirements to determine on-and-off airport object penetrations of the various airport imaginary surfaces. Multiple object penetrations were identified and submitted to FAA for an airspace determination. To mitigate in part several penetrations, recommendations were made to adjust the Precision Approach Path Indicator (PAPI) glide slope as well as the development of obstacle departure procedures.

Recommendations in the Airport Master Plan and shown on the Airport Layout Plan were based in part on input provided by the stakeholders (airport users, airport governance, and FAA). FAA considers assisting with those projects based first on safety followed by preservation. FAA then considers projects that will bring the airport to current design standards, and lastly to those that add capacity.

The airport development schedule is presented as those that will likely be undertaken within the foreseeable future (0 to 5 years) and those in the future (6 to 10 years), and those beyond 10 years. The Monticello Airport Board has done an excellent job maintaining the existing airport infrastructure. The one hot spot (direct apron/RW 33 connection) and runway object free area (ROFA) deficiency will be addressed at the time the runway and taxiway have either reached the end of their life cycle and or

when RW 15 is extended. At this time, the RW 15/33 threshold and edge light system (MIRL) will need to be upgraded. The Taxiway A edge light system (MITL) may also be upgraded at the same time. Consideration will be given to replacement of the runway end identifier light units (REIL) and precision approach path indicator light units (PAPI).

During the airport master planning process, one stakeholder expressed the desire to construct a box hangar to accommodate their aircraft. Several terminal area alternatives were developed to show where the proposed hangar could be located. A consensus opinion was obtained, and the concept incorporated into the Airport Layout Plan. The Monticello Airport Board recognized the "immediate" opportunity to obtain funding to construct an apron/taxiway to access the proposed hangar.

The Airport Board desires to extend RW 15/33, which will require the acquisition of additional land and relocation of three residential structures. To accommodate the desired approach minima, tree penetration to the approach and departure slopes beyond RW 15 will have to be mitigated. The project will require an extension to the parallel taxiway (Taxiway A) and taxiway edge lights. The Airport Board will also be required to prepare an environmental assessment (EA) to address potential environmental impacts. The proposed runway extension



Aerial view of the Monticello Regional Airport

project must be based on aeronautical demand and a favorable environmental determination (FONSI).

The RFQ is for services extending over a five-year period. Our team has assisted the City and Airport Board with updating annually the Airport Capital Improvement Program (ACIP) data sheets and program for submission to Iowa DOT and FAA. The Team is well qualified to undertake airside and landside pavement rehabilitation projects as may be needed within the five-year period.

The City will be required to have a FAA approved DBE program in place to proceed with the FY22 project. HDR recently completed a DBE program document for Pella Municipal Airport compliant with FAA AIP requirements, and we will apply the same, successful approach to MXO.

APRON/TAXILANE-CONNECTING TAXIWAY AND BOX HANGAR CONCEPT

The programmed project to construct a 10,000 sq ft hangar and extend a taxilane from the existing pavement to the hangar site is supported by the FAA, the City, Iowa DOT, and the private sector. The project benefits will not only secure private sector investment in the

airport, but provide a direct connection from the 20 tee hangar units and 3 box hangars directly to Taxiway A. The taxiway and separational distances will accommodate aircrafts with a wingspan up to 79 feet (Design Group II Airplanes).

Because the proposed improvements are being funded from four sources, it is important to understand regulatory requirements. Both Iowa DOT and FAA have grant conditions that must be adhered to, and the City has regulations related to utilities and storm water management. Furthermore, Iowa DOT has access control requirements related to direct access from IA Highway 38. Plus, the hangar must satisfy City building codes.

We propose an overall grading and drainage study, as well as a preliminary design effort take place as a first step to ensure the projects fit together. The existing pavement elevations will determine apron/taxilane grades. The finished hangar floor elevation will be established based on the pavement elevations associated with the apron/taxilane elevations. The site slopes from east to west and consideration needs to be given to drainage from a future parking area east of the box hangar. In addition, consideration needs to be given to existing and proposed underground utilities (water, sanitary sewer/septic

tank, electrical and communication). Once the grading and stormwater improvements along with underground utilities are in place, paving, marking, and taxiway edge lighting may be installed.

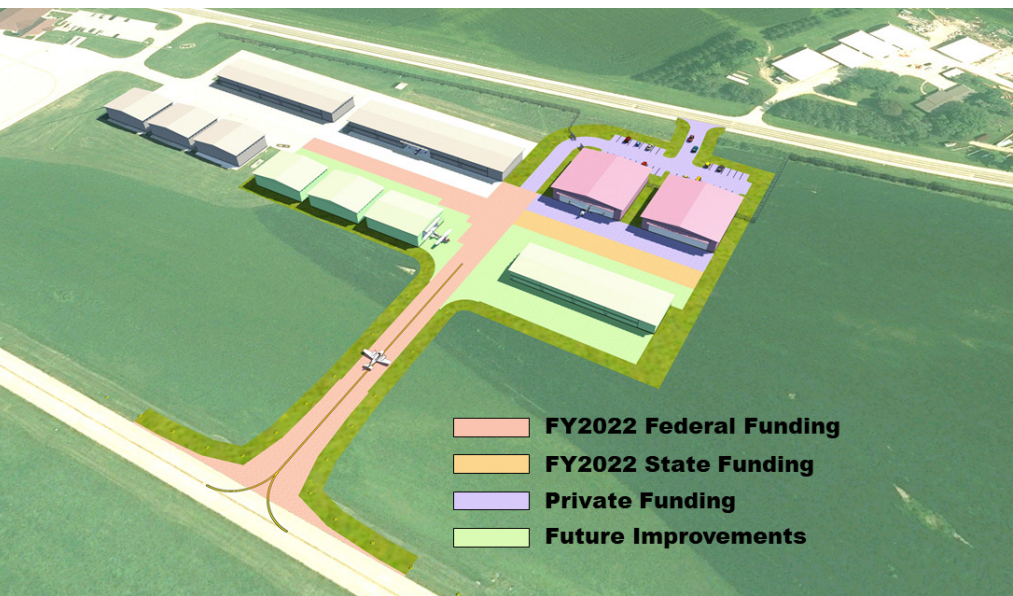
COST-SAVING MEASURES

We recognize the need to minimize construction cost and the length and magnitude of impacts to terminal area operations. With the release of FAA Advisory Circular (AC) 150/5370-10H Standard Specifications for Construction of Airports, the use of state highway department material specifications is allowed for airports serving aircrafts less than 30,000 lbs. In response to this specification change, HDR's Project Engineer Ryan Hanson developed an **FAA-approved specification for a recent project at the Pella Municipal Airport, which resulted in a substantial cost savings to the airport.** The revisions allowed the use of more local concrete aggregates and fly ash sources in compliance with Iowa DOT requirements. We will use this same specification for this project with, FAA concurrence, bringing significant value to the airport.

CONSTRUCTION SAFETY & PHASING PLAN

Construction of this project will be expedited to minimize the length of time Taxiway A and the taxilane to the 10-unit tee hangar is closed to aircraft traffic. We will work with FAA Central Region, Iowa DOT, and local airport stakeholders to develop a Construction Safety & Phasing Plan (CSPP) that minimizes impacts to the airport. **The project team has handled similar situations in past projects and understands the importance of communication of these impacts to stakeholders.**

Access to the site may be provided from Iowa Highway 38, thereby eliminating the need to traverse the hangar area taxiway system. Construction of the proposed Iowa DOT funded hangar access taxilane and the FAA funded connecting taxiway between the hangar apron/taxilane, and Taxiway A will require close coordination with the private sector. The Phasing Plan will also consider work being undertaken by the Airport Board and the private sector.



Schematic visualization of improvements to the south box hangar/tee hangar taxiway with funding sources identified.

Project Approach

Our approach to the project outlined below is a similar approach that would be applied to other potential projects on the airport's CIP. Our team's long history of working within FAA Central Region and Iowa DOT means that we not only have the technical expertise to deliver a successful project, but also the experience and knowledge needed to **administer the Airport Improvement Program (AIP) grant and construction contract per FAA policies and procedures without unnecessary delays.**

PRELIMINARY DESIGN PHASE

The preliminary design phase is intended to identify and evaluate alternatives to determine cost effective and practical solutions. As discussed in the Project Understanding, HDR has evaluated a range development alternative as part of the Airport Master Plan process. These alternatives were reviewed by the Airport Manager/FBO, Iowa DOT, and FAA Airports Division.



Tee hangars and box hangars at along the south tee hangar taxiway at MXO.

To complete the preliminary design phase, the following tasks will be performed shortly after notice-to-proceed for the design:

- Design and Construction Schedule (Let Spring 2022, Completion Fall 2022)
- Update Engineer's Opinion of Probable Cost
- Draft Construction Safety & Phasing Plan and Airport Operational Impacts
- Pre-Design Conference with FAA and City of Monticello
- Topographic Survey – To Be Completed by Snyder & Associates
- Geotechnical Investigation – To Be Completed by Braun Intertec

- Engineer's Opinion of Probable Cost (OPC);
- Pre-final Drawings and Specifications – Submit to FAA, Iowa DOT and City of Monticello for review at 90% stage
- Written responses and actions to comments from FAA, City, and Airport Board and Airport Manager/ staff
- Ready-to-Advertise Drawings and Project Manual with Sponsor Certification
- Completion of a Construction Management Program – submit to FAA and Iowa DOT

DESIGN / ENGINEERING PHASE

During this phase, the preliminary design will be advanced into construction drawings, specifications, and an Engineer's Design Report in preparation for bidding. The design will comply with FAA policies and procedures including applicable FAA Advisory Circulars and grant assurances. Our team will work in close coordination with City, Airport Board, Airport Manager/staff throughout the design process to verify concurrence with the design and to keep stakeholders up-to-date with the impacts the project will have on airport operations. This phase of the project will include completion of the following items:

- Construction Safety & Phasing Plan (CSPP) and Airport Operational Impacts;

BIDDING PHASE

Following completion of the construction documents, our team will assist the City of Monticello in advertising and securing bids for the project. Activities may include distributing construction documents to prospective bidders and answering questions raised during bidding and issue addenda if needed, attending the big opening, tabulating and analyzing bid results, evaluating bidders, and providing a recommendation to the City on the award to the lowest responsive and responsible bidder. We can assist the City with a DBE program evaluation, issuing a Notice of Award to the successful bidder; submit a request for concurrence of award to FAA and Iowa DOT and execute the construction contract with the successful bidder. Our team can also support the City in submitting the executed contract with performance and payment bonds to FAA and Iowa DOT and issuing Notice-to-Proceed to the contractor.

EXPERT KNOWLEDGE AND COMMITTED SUPPORT

"The City of Marshall is extremely appreciative and pleased with HDR Aviation and the services they have provided for our city. They have exceeded our expectations in every way. Their expertise, relationships, and response across the board have been outstanding. They have met every deadline, requirement and request to ensure our success in securing funding and moving Marshall forward with our Master Plan. We are confident that we are in the best hands for our Aviation needs and future."

–David Haugland
City Administrator
Marshall, MO

CONSTRUCTION PHASE

During this phase, the project team will assist the City of Monticello and Airport Board with administration of the construction contract and conditions in the grant agreement. Our team will provide on-site construction observation and quality assurance testing to verify contractor conformance with the construction documents. Our efforts during this phase includes the following:

- Conduct a Pre-Construction Conference;
- Provide On-Site Construction Observation;
- Issue NOTAMs as required during construction;
- Review and Approve Shop Drawings, Material Certifications, and RFIs;
- Prepare contract modifications, change orders, and supplemental agreements as required;
- Measure and document construction pay quantities;
- Verify contractor payment requests;
- Prepare and submit weekly construction progress and inspection reports;
- Perform quality assurance testing in accordance with the project specifications;
- Prepare an Outlay Report and Request for Reimbursement for Construction Programs (SF-271) and a Federal Financial Report (SF-425) for Sponsor signature;
- Review contractor compliance with FAA AIP provisions;
- Arrange and conduct final inspection;
- Prepare as-built record drawings, final construction report, and close-out documents;
- Prepare and submit FAA Quarterly Performance Reports.

Our team will draft a scope of services for the City's review based on this project approach shortly after notice of selection for this project. It will be important to begin the design phase as soon as possible to begin construction in the late spring/early summer 2022. **We have the resources available and scheduled for this project so we can work quickly to put the project out to bid to meet the FAA's grant application deadline of April 1, 2022.**

KNOWLEDGE OF FAA STANDARDS, POLICIES AND PROCEDURES

We have extensive experience delivering federally-funded airport improvement projects both in Iowa and across the country. We will provide professional services associated with the Monticello Regional Airport following current regulations, laws, FAA Advisory Circulars, Executive Orders, and FAA Grant Assurances.

HDR's Jerry Searle has worked with Central Region staff since the 1980s, as well as with many individuals and departments within the agency. Jerry has played a major role in the construction of multiple greenfield airports in his career, including the planned South Central Regional Airport in Mahaska County, Iowa. Accomplishing these projects is a massive undertaking and requires extensive coordination between a wide variety of stakeholders, including the FAA. As a testament to Jerry's successful projects, he has delivered presentations side-by-side with FAA staff about how to construct a new airport and has proven his ability over his 26-year career to deliver projects on-time, on-schedule, and within the bounds of FAA federally-funded programs.

HISTORY OF MEETING SCHEDULES AND STAYING WITHIN BUDGET

Our team has consistently maintained tight cost and schedule controls on projects. HDR's robust project management tools allow our project managers to track their projects in real-time and adjust work plans to meet schedules and budgets while maintaining our standard of quality. The North Platte Regional airport in Nebraska was provided a last-minute opportunity to procure an airport runway snow broom and carrier vehicle, taking advantage of the CARES Act covering the typical 10% local match. HDR received the RFQ on May 5th, written authorization to proceed on May 11th, and advertised the project for bid on May 26th. The airport successfully executed a procurement agreement with the successful bidder at a contract price under HDR's estimate. Successfully delivering this project in a two-week timeframe demonstrates our dedication to client service and flexibility to engage resources to serve our clients. We understand the tight schedule necessary to bid the rehabilitation project for summer construction, and **we have adjusted our Winter/Spring 2022 schedules accordingly to accomplish the design in a timely manner.**



A Bombardier Challenger 300 refueling at MXO.

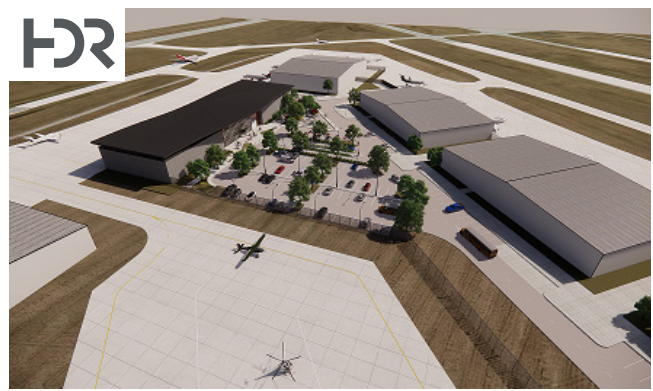


Pella Runway 16/34 Rehabilitation and Wildlife Fence

City of Pella

Pella, IA

HDR worked with the City of Pella, Iowa, to promote airfield safety at the Pella Municipal Airport. We developed an Airport Transition Plan in 2018 that considered several potential infrastructure improvements with safety as the top priority followed by compliance with FAA design standards and capacity improvements. The condition of the airport's only runway was a primary concern, and the project team developed five alternatives for runway rehabilitation. The preferred alternative included removal and replacement of concrete surfacing and cement-treated subgrade over approximately one-third of the runway and a connecting taxiway. The remaining two-thirds of the runway received concrete pavement repairs. HDR provided design, bid, and construction phase services in compliance with FAA AIP standards and regulations. We developed a DBE program for the Airport, wrote the project's AIP grant application, and administered the grant on behalf of the City. In addition, HDR worked with the City of Pella to construct a wildlife fence surrounding the Pella Municipal Airport. The fence is intended to mitigate the recurrence of wildlife on the airfield, which pose a threat to aircraft and pilots. In order to complete the project a Categorical Exclusion (CATEX) determination was obtained from FAA Central Region and coordination with a variety of stakeholders was required including the City, FAA, USDA, and Iowa DOT. The team developed drawings, specifications and an opinion of probable cost during the design phase of the project and also provided bidding and construction phase services.



Hangar Development Planning Council Bluffs Airport Authority

Council Bluffs, IA

HDR is providing airport planning and project formulation services for the "North Parcel" site at the Council Bluffs Municipal Airport. The project includes obtaining a Categorical Exclusion (CATEX) from the FAA, updating the airport's Airport Layout Plan (ALP), refining development concepts, developing a rough grading and drainage plan, and establishing estimated development costs for the site. The North Parcel site covers 25 acres in a vacant area of the airport. The concept shows construction of taxiways, aircraft parking aprons, roadway and utility extensions, stormwater management, perimeter fence relocation, and airfield lighting improvements. The airport recently established a long-term lease with an aeronautical services provider who intends to construct a maintenance facility, aircraft storage hangars, and a general aviation terminal at the North Parcel site. Additionally, we have assessed the feasibility of a community sanitary septic field, provided an update to the airport's aeronautical forecast, demonstrated land use compatibility, completed wetland and threatened and endangered species (T&E) studies, and coordinated with airport tenants intending to base jets on the field.



Airport Master Plan

City of Monticello

Monticello, IA

HDR staff has worked with the Airport Board for over 25 years through the design and construction of two new runways, parallel taxiway and apron funded entirely by FHWA with no local match or FAA AIP assistance.

We completed MXO's Airport Master Plan update in 2019. The goals of this Airport Master Plan were to investigate the feasibility of a 600-foot extension to the primary runway and to develop funding strategies for federal, state, city, and private investment in the airport. The process of creating the Airport Master Plan also provided a chance to look at the needs and develop strategies to accommodate the aeronautical demand through the year 2038. Also considered with the process was the connection of a taxiway between Taxiway A and the south box hangar / tee hangar taxiway. The resulting capital improvement program includes terminal area development with federal funding for a connecting taxiway, state funding for apron expansion, private industry funding for corporate hangar construction, and applicable Sponsor match. Our team is passionate about overcoming funding challenges to allow our clients to accomplish their goals and is well versed in the variety of infrastructure funding mechanisms available to small and mid-sized airports.



Terminal Area Grading and Drainage Plan

Polk County Aviation Authority

Ankeny, IA

HDR worked with the Polk County Aviation Authority (PCAA) to develop a rough grading and preliminary drainage plan for the proposed South Corporate Terminal area at Ankeny Regional Airport in Iowa. The ultimate build-out of this airside development will provide storage space for up to 70 aircraft and will help drive the fast-growing economy in Ankeny.

This project assessed stormwater management needs and established borrow requirements so that waste material from adjacent construction projects may be used to build up the site. The HDR team has a long history of working with the Polk County Aviation Authority since the Airport's feasibility study in the late 1980s and opening in 1994.

Critics at the time said that the airport would never have more than five based aircraft. Today, it is the third busiest airport in the State of Iowa with more than 100 based aircraft and a 30 aircraft waiting list. The airport has outgrown the existing terminal area, and with our team's guidance and vision, the airport has a plan in place to accommodate the next 20-30 years of aeronautical demand.



Airport Development Projects

Polk County Aviation Authority

Ankeny, IA

Ankeny Regional Airport serves the Des Moines Metropolitan area and central Iowa as a business airport and reliever to the Des Moines International Airport. The Polk County Aviation Authority was created in 1989, and the original Airport Master Plan and Environmental Assessment were completed by HDR's Jerry Searle and approved by the FAA in 1991. Since the first construction project, the airport has undergone several expansions and grown to be the third busiest in Iowa. Snyder & Associates' aviation services assisted in alleviating these growing pains through proper planning and thorough design considerations. Examples include:

- Airport Master Plan
- Airside Development
- Runway 18/36
- Runway 4/22
- ILS Runway 36
- AWOS III Equipment
- Environmental Assessment
- 4 Corporate Hangars
- Land Acquisition - 402 Acres
- Landside Development
- North Terminal
- Pavement Rehabilitation
- Road Relocation
- 72 Tee Hangars
- Site Selection
- Terminal Development Concept
- Terminal Rehabilitation
- Utility Infrastructure
- Vehicle Access & Parking

Snyder & Associates' aviation personnel provided the Aviation Authority sound planning and engineering design services during critical stages of the airfield development. The facility continues to thrive and is a source of pride for the community as a whole.

Organizational Chart



FAA CENTRAL REGION

Jeff Deitering, PE
Iowa Airport Planner

Anthony Pollard, PE
Airport Engineer



CITY OF MONTICELLO

Airport Board
David Savage
Larry Behrends
Duff Coleman
Ron Ackerman
Charles Becker

Tom Yeoman
City Council Liaison

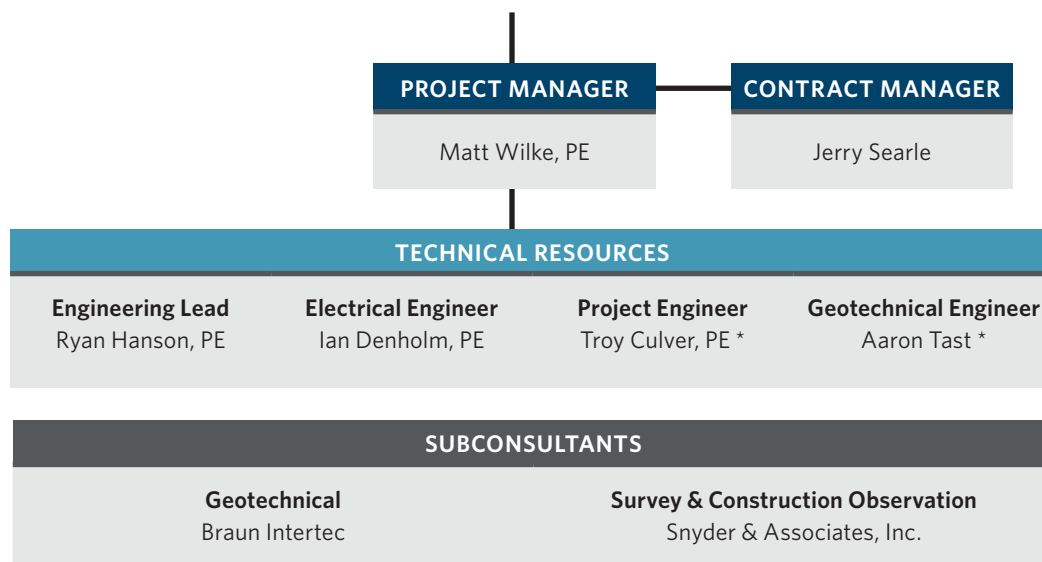
Brian Ostwinkle
Airport Manager



IOWA DOT OFFICE OF AVIATION

Shane Wright
Program Manager

Mike Marr
Airport Inspector



* Subconsultant

An Experienced Team

Our team has a long history of working on the Monticello Regional Airport and other airport improvement projects throughout the upper Midwest. **Contract Manager Jerry Searle** has served as the project manager/coordinator for airfield pavement rehabilitation and airfield lighting improvements at 11 airports across Iowa. He also served as project coordinator on the recently completed Sioux County Regional Airport, which involved land acquisition, airside and landside facility improvements, and approach development.

Project Manager Matt Wilke, PE has served as project engineer on airfield runway, taxiway, and apron improvements at Iowa City and Waterloo. Matt and Jerry are currently working with Exec.1 Aviation and PCAA Airport Board on a new aircraft maintenance facility at Ankeny.

Engineer Lead Ryan Hanson, PE recently completed a runway rehabilitation project at Pella and is preparing plans for an airfield lighting project at Red Oak. He is also taking lead on development of the North Campus to accommodate Carver Aero's new aircraft maintenance facility at the Council Bluffs Airport.

Snyder & Associates, Inc., led by Project Engineer Troy Culver, PE managed the 10-unit tee hangar project at MXO, and are currently completing a new hangar at the Ankeny Regional Airport. Collectively, HDR and S&A have completed numerous AIP-funded airfield development projects in Iowa comparable to those the Monticello Regional Airport Board envisions undertaking over the next five years. **Pages 07-08** present resumes of our key staff for this on-call.



Matt Wilke, PE
Project Manager

Matt is an Aviation Engineer specializing in airport development projects in the Midwest and Department of Defense (DoD) facilities. Recently, he was a Lead Design Engineer for the reconstruction of Taxiway Charlie and rehabilitation of other taxiway pavements at the Waterloo Regional Airport in Iowa. Tasks included CSPP development, Engineer's design report, FAARFIELD pavement design, taxiway geometrics, joint and crack seal design, grading and drainage, and airfield lighting layout. Matt has also completed projects at the Iowa City and Oelwein Municipal Airports and understands the nuances of completing development projects with FAA Central Region. Additionally, Matt has completed projects at a variety of DoD installations around the world, including a recently completed taxiway construction project at Joint Base Andrews in Maryland.

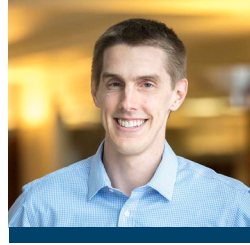
- **Waterloo Regional Airport, Taxiway Charlie Replacement**, Waterloo, IA. Design Engineer.
- **Iowa City Municipal Airport, Terminal Apron Expansion**, Iowa City, IA. Design Engineer.
- **Oelwein Municipal Airport, Parallel Taxiway**, Oelwein, IA. Design Engineer.



Jerry Searle
Contract Manager

Jerry has worked side-by-side with City of Monticello staff and Airport Board on airport improvement projects over multiple decades. He maintains a close relationship with airport stakeholders and has worked with FAA Central Region and Iowa DOT Office of Aviation for over 40 years. Jerry has built a reputation for delivering projects on-time and on-budget. His relationships with FAA and City staff will aid in coordinating project efforts, and his experience will help expedite the administration of the FAA Airport Improvement Program grant to avoid unnecessary project delays.

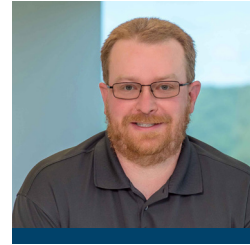
- **Monticello Regional Airport - MXO, Airport Master Plan**, Monticello, IA. Project Director.
- **Council Bluffs Airport - CBF, Airport Master Plan**, Council Bluffs, IA. Project Director.
- **Sioux County Regional - SXX, Airport Governance**, Maurice, IA. Project Director.
- **Cherokee Regional Airport - CKP, Airport Master Plan**, Cherokee, IA. Project Director.



Ryan Hanson, PE
Engineering Lead

Ryan is an airport engineer with a diverse range of project experience spanning all phases of the airport infrastructure life cycle. Ryan specializes in airport planning and airside development projects at a variety of airport environments including general aviation, regional airports, hubs and DoD installations. He enjoys tackling new challenges and supporting clients in managing the wide variety of airside and landside infrastructure needed to safely and efficiently operate their airports. Ryan is a go-to technical resource for guidance on airport planning and pavement design, evaluation, maintenance, and rehabilitation.

- **City of Monticello, Airport Master Plan**, Monticello, IA. Airfield Engineer.
- **City of Pella, Runway 16/34 Rehabilitation Plan**, Pella, IA. Project Manager and Engineer.
- **Council Bluffs Airport Authority, North Parcel Site Development Planning**, Council Bluffs, IA. Project Manager and Engineer.
- **Polk County Aviation Authority, South Corporate Terminal Grading & Drainage Plan**, Ankeny, IA. Project Manager and Engineer.



Ian Denholm, PE
Electrical Engineer

Ian is a Senior Electrical Engineer specializing in airfield lighting design and construction with 15 years of industry experience. Ian has a detailed knowledge of FAA AC 150/5340-30J airfield lighting and NAVAIDS requirements. Ian led our airfield lighting design team on a recent runway extension project at Sparta/Fort McCoy Airport in Wisconsin to allow operations by C-130 aircraft. At the Fort Lauderdale Executive Airport in Florida, Ian led a team providing design for the installation of Runway Guard Lights (RGL) at several runway entrances to reduce the probability of runway incursions. For projects at MXO, Ian will apply his diverse range of airfield lighting experience and will lead our airfield lighting and NAVAIDS team.

- **Blue Grass Airport, Runway 4-22 Rehabilitation**, Lexington, KY. Airfield Lighting Specialist.
- **City of Fort Lauderdale, Runway Incursion Mitigation Improvements**, Fort Lauderdale, FL. Airfield Lighting Specialist.
- **Alaska DOT & Public Facilities, Runway 2R/20L Reconstruction**, Fairbanks, AK. Airfield Lighting Specialist.



Troy Culver, PE
Project Engineer, Snyder & Associates

Troy manages Snyder's Iowa City business unit working on a variety of civil engineering and planning projects. In his 23-year career, Troy has led civil engineering planning and design services for many transportation projects, including aviation, roadway, bridge, and trail. Funding assistance, close coordination with city staff, and public involvement have been key elements of success for most projects. Troy's aviation experience dates back to 2002 when he worked with Jerry Searle on a variety of airfield projects. Troy's project scopes include Airport Layout Plan development, runway extensions and widenings, lighting improvements, taxiway and apron expansions, tee hangar development, funding agreements, and construction observation/administration. In 2016-18, Troy led the taxilane and 10-unit tee hangar projects at MXO as part of the Snyder & Associates and HDR team.

- **City of Monticello, Apron/Taxilane Expansion**, Monticello, IA. Airfield Engineer.
- **City of Monticello, 10-Unit Tee Hangar**, Monticello, IA. Civil Engineer.
- **City of Maryville, Master Plan & Airfield Improvements**, Maryville, MO. Airfield Engineer

City Council Meeting
Prep. Date: 10/13/2021
Preparer: Sally Hinrichsen



Agenda Item: # 5
Agenda Date: 10/18/2021

Communication Page

Agenda Items Description: **Resolution** to approve the Memorandum of Understanding between Jones County Public Health & Stakeholder members of the “Jones County Public Health Work Group” and City of Monticello for Participation in the Jones County Public Health Work Group

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: Participation in the Jones County Public Health Work Group

Background Information: Jones County Public Health Coordinator, Jess Wiedenhoff gave a presentation to Council on September 7, 2021 related to vision and mission of the Jones County Public Health Work Group (JCPHWG) and the “5-2-1-0 Healthy Choices Count!” program.

Jones County Public Health established the JCPHWG initially following an assessment of the structure of Jones County Iowa community as part of the Community Health Needs Assessment and Health Improvement Plan requirements set forth by the Iowa Department of Public Health.

Park and Recreation Director Jacob Oswald desires to join the work group for the City of Monticello. Oswald held a walk at Willow Park to promote the Healthiest State Initiative walk and the Library’s Storywalk along the trail.

Staff Recommendation: Staff recommends that the Council adopt the proposed resolution to approve the Memorandum of Understanding between Jones County Public Health & Stakeholder members of the “Jones County Public Health Work Group” and City of Monticello for Participation in the Jones County Public Health Work Group

The City of Monticello, Iowa

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

RESOLUTION #

Resolution to approve the Memorandum of Understanding between Jones County Public Health & Stakeholder members of the “Jones County Public Health Work Group” and City of Monticello for Participation in the Jones County Public Health Work Group

WHEREAS, The City of Monticello staff has shown a desire to join the Jones County Public Health Work Group , and

WHEREAS, Jones County Public Health is allowing cities to participate in the Public Health Work Group, which is a collaborative group with the intent on building and achieving a cohesive, mutual, and sustainable evidence-based culture of quality through a multi-level systems approach which ensures capture, reuptake, and follow-through across the entire community with all relevant partners, and

WHEREAS The City Council has reviewed and considered the Memorandum of Understanding between The Iowa Department of Administrative Services, State Accounting Enterprise and City of Monticello for Participation in the Income Offset Program, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Memorandum of Understanding between Jones County Public Health & Stakeholder members of the “Jones County Public Health Work Group” and City of Monticello for Participation in the Jones County Public Health Work Group, a copy of same to be attached hereto for reference, and directs the City Administrator to execute same on the Council’s behalf.

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

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

**Memorandum of Agreement Between Jones County
Public Health & Stakeholder Members of the
“Jones County Public Health Work Group”**

Purpose:

The purpose of this Memorandum of Understanding (MOU) between Jones County Public Health and stakeholder member organizations, agencies, and departments of the Jones County Public Health Work Group (“JCPHWG”) is to clearly delineate the roles and responsibilities of all members and formalize partnerships. For the Public Health Work Group to succeed in its vision and mission for the betterment of the Jones County, IA community, multiple member organizations, agencies and departments are required to fulfill their individual and collaborative responsibilities with other member organizations, agencies, and departments.

Vision:

A community where all individuals are able to achieve their full potential of health & well-being throughout their lifetime.

Mission:

Cohesive actions to prevent, promote and protect the health & well-being of all individuals who live, work or play across Jones County.

Background:

Jones County Public Health established the JCPHWG initially following an assessment of the structure of Jones County, IA community as part of the Community Health Needs Assessment and Health Improvement Plan requirements set forth by the Iowa Department of Public Health (IDPH).

The JCPHWG is a collaborative group intent on building and achieving a cohesive, mutual, and sustainable evidence-based culture of quality through a multi-level systems approach which ensures capture, reuptake, and follow-through across the entire community with all relevant partners.

Roles & Responsibilities:

Participating organizations, agencies, and departments agree to the following roles and responsibilities of the JCPHWG:

1. Assist JCPHWG in assessing the true status of existing systems within Jones County, IA to ascertain their efficacy of quality, benefits, public perception, accessibility, and outcomes (intended & unintended).
2. Participate in evaluation & planning process to accurately determine root-causes and the implementation of identified evidence-based strategies.
3. Assist with the development & implementation of efficient systems & strategies which improve quality, benefits, public perception, accessibility, and outcomes.
4. Provide regular and pertinent (primary & secondary) program data with the entire JCPHWG network of partners and/or where it is deemed necessary to support stakeholder efforts. (At minimum once per annum.)
5. Assist with creation, merging and distribution of collaborative, cohesive messaging, resources and materials which support the systems approach to achieve the vision and mission of JCPHWG.
6. Develop, implement, and promote the goals and strategies of JCPHWG into organization, agency and department policies and procedures.

7. Implement, and promote health literacy and systems approach toward health through organization, agency and department policies and procedures.
8. Implement competency-based practices to reinforce cognitive, interpersonal and intrapersonal skills of workforce involved in delivering JCPHWG vision and mission.
9. Provide appropriate citation for any data, knowledge or information shared, which was acquired from the JCPHWG **AND** where possible, the primary source.
10. Champion for the ongoing support and success of the JCPHWG and established vision and mission through current and new partners.

The following are additional roles and responsibilities of Jones County Public Health.

1. Provide technical assistance to develop, implement and evaluate the vision and mission of JCPHWG.
2. Establish and deliver orientation and training for member organizations, agencies, and departments as necessary.
3. Lead and facilitate the data management processes of research, evaluation, and outcome measurement to assist the systematic analysis and development of JCPHWG goals.

Data Management:

“Data-sharing is an important way to increase the ability of researchers, scientists and policy-makers to analyze and translate data into meaningful reports and knowledge. Sharing data discourages duplication of effort in data collection and encourages diverse thinking and collaboration, as others are able to use the data to answer questions that the initial data collectors may not have considered.”

Retrieved on May 17th 2021, from <https://ura.uchicago.edu/page/data-sharing-agreements>

Any data shared by or with the member organizations, agencies and departments must be in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Member organizations, agencies, and departments understand that any information shared may be included in future member publications, such as but not limited to, public reports, educational resources and materials, presentations, and evaluations. Any data shared or used should include appropriate citations. Jones County Public Health is not responsible for the accuracy of data shared or the misuse by any member of JCPHWG outside of the specified roles & responsibilities and general data guidelines, nor are they responsible for acquiring appropriate permission on behalf of JCPHWG members regarding the reproduction of intellectual property, copyright, or trademarks.

Name of Organization / Agency / Department:

Name of person representing the organization, agency, or department:

Signed:

Date signed:

Jones County Public Health representative:

Date signed:

This agreement will be reviewed annually until either organization, agency or department withdraws from the project. Either party may terminate this MOU by providing a sixty (60) day written notification to the other party.

JONES COUNTY PUBLIC HEALTH WORKGROUP

Vision:

A community where all individuals are able to achieve their full potential of health & well-being throughout their lifetime.

Mission:

Cohesive actions to prevent, promote and protect the health & well-being of all individuals who live, work or play across Jones County.

AREAS OF FOCUS

We are an evidence-based and data driven group



Promote Healthy Living

- Physical activity, nutrition, and overweight & obesity
- Mental health & illness
- Addictive behaviors
- Chronic conditions
- Older adults
- Oral health
- Maternal & child health
- Adolescent health
- Clinical preventative services
- Sexual & reproductive health



Prepare for, respond to, & recover from Public Health emergencies

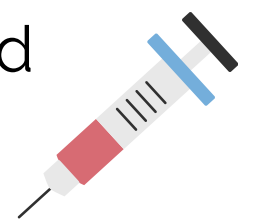
- Communication
- Planning & Response
- Individual Preparedness



Strengthen Health Infrastructure

- Financial stability
- Education
- Housing
- Food systems & food security
- Health care access

Prevent Epidemics & Spread of Disease



- Immunizations & mitigation
- STIs and HIV/AIDS

Protect Against Environmental Hazards



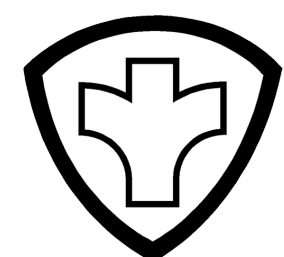
- Drinking water
- Lead
- Radon
- Air quality

Prevent Injury & Violence



- Unintentional injuries
- Intentional injuries

Want to learn more or get involved?
Please call, (319) 462-6945



Public Health
Prevent. Promote. Protect.
Jones County, Iowa

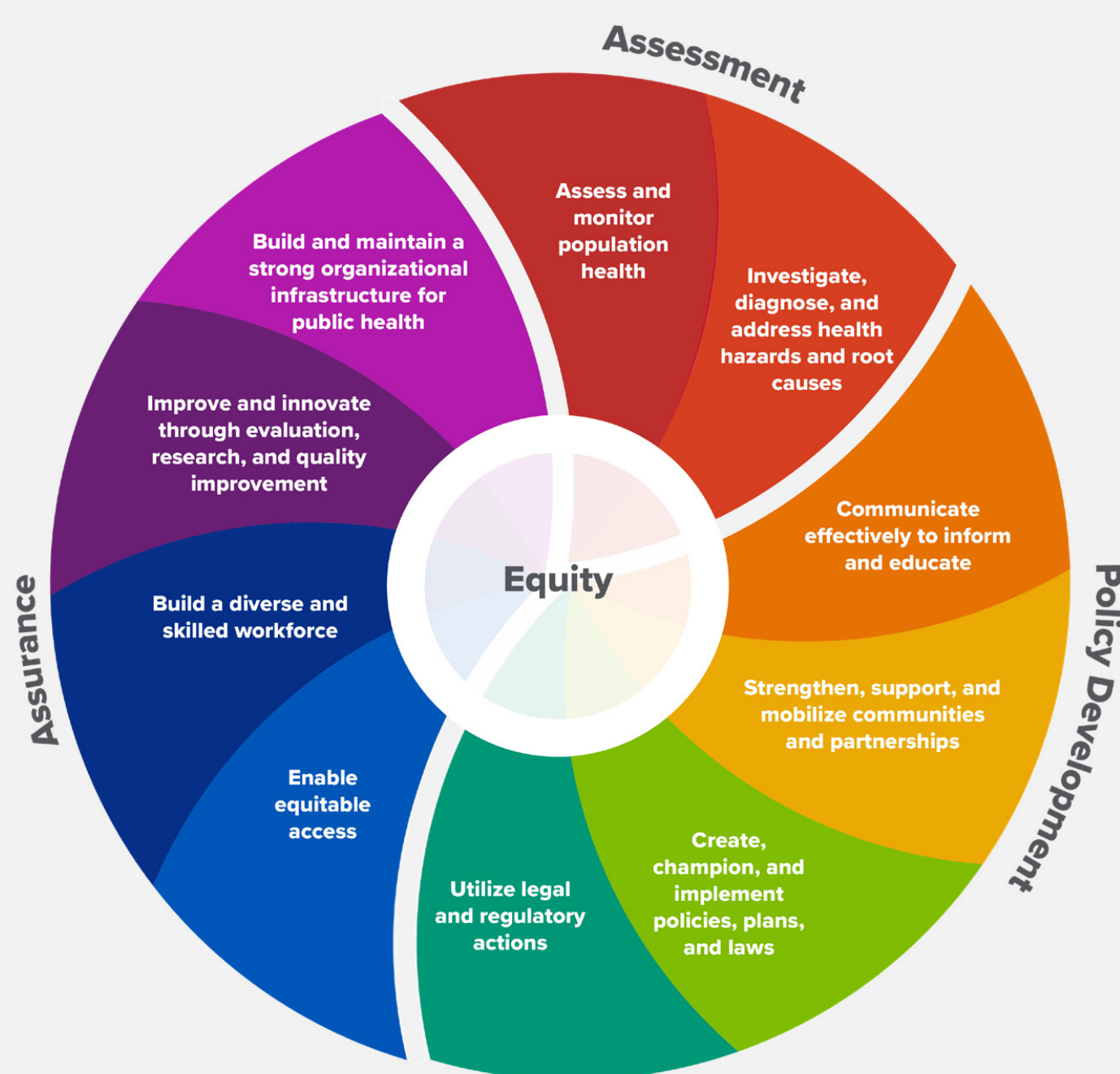
JONES COUNTY PUBLIC HEALTH WORKGROUP

What is Public Health?

THE 10 ESSENTIAL PUBLIC HEALTH SERVICES

To protect and promote the health of all people in all communities

The 10 Essential Public Health Services provide a framework for public health to protect and promote the health of all people in all communities. To achieve equity, the Essential Public Health Services actively promote policies, systems, and overall community conditions that enable optimal health for all and seek to remove systemic and structural barriers that have resulted in health inequities. Such barriers include poverty, racism, gender discrimination, ableism, and other forms of oppression. Everyone should have a fair and just opportunity to achieve optimal health and well-being.



ESSENTIAL PUBLIC HEALTH SERVICE #1
Assess and monitor population health status, factors that influence health, and community needs and assets

ESSENTIAL PUBLIC HEALTH SERVICE #2
Investigate, diagnose, and address health problems and hazards affecting the population

ESSENTIAL PUBLIC HEALTH SERVICE #3
Communicate effectively to inform and educate people about health, factors that influence it, and how to improve it

ESSENTIAL PUBLIC HEALTH SERVICE #4
Strengthen, support, and mobilize communities and partnerships to improve health

ESSENTIAL PUBLIC HEALTH SERVICE #5
Create, champion, and implement policies, plans, and laws that impact health

ESSENTIAL PUBLIC HEALTH SERVICE #6
Utilize legal and regulatory actions designed to improve and protect the public's health

ESSENTIAL PUBLIC HEALTH SERVICE #7
Assure an effective system that enables equitable access to the individual services and care needed to be healthy

ESSENTIAL PUBLIC HEALTH SERVICE #8
Build and support a diverse and skilled public health workforce

ESSENTIAL PUBLIC HEALTH SERVICE #9
Improve and innovate public health functions through ongoing evaluation, research, and continuous quality improvement

ESSENTIAL PUBLIC HEALTH SERVICE #10
Build and maintain a strong organizational infrastructure for public health

City Council Meeting
Prep. Date: 10/13/21
Preparer: Russell Farnum



Agenda Item: # 6
Agenda Date: 10/18/2021

Communication Page

Agenda Items Description: Direction and Setting a Public Hearing regarding the Sale of Real Estate at 103 W. 1st Street

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The City offered the property at 103 W. First Street for sale through a Request for Proposal process in late 2020. The initial offering had no respondents by the due date, so the Council took subsequent action to extend the due date to allow for responses. Ultimately two responses were received, one from Creative Development Concepts (Tom Yeoman) and one from Matt Kumley. A public hearing was held on the responses at the Council meeting of April 5, 2021.

After the hearing, the Council passed a resolution to sell the property to Creative Development Concepts (Tom Yeoman). Yeoman has since withdrawn, so the sale cannot be consummated.

Council choices to proceed are:

1. If Matt Kumley is willing to accept the terms of the proposal from Creative Development Concepts, a public hearing should be scheduled to consider selling to Kumley on those terms;
2. Schedule a new public hearing to consider selling the property to Matt Kumley, the other respondent, under the terms of his original proposal;
3. Begin a new bidding process for the property.

If Council chooses Option 1, a public hearing should be scheduled for the November 1 Council meeting, and work may be able to resume on the building relatively quickly thereafter.

If Council chooses Option 2, the City would have to negotiate the economic incentive terms and a completely different development agreement. The City may turn down the Catalyst grant, which would not look good with the State and other parties involved. Additional incentives would have to be worked out for the existing Glass Tap building as well.

If the Council chooses Option 3, a new call for proposals will be distributed. With a reasonable response timeframe and public hearing requirements, it will be December by the time a decision is made, and work may not resume on the building until after winter.

Option 1 is the preferred option as it integrates into most of the work and the decisions that have previously been made on this project. However, the Council is open to choose from any of the three options. Council direction is requested, and the Resolution will be drafted appropriately.

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

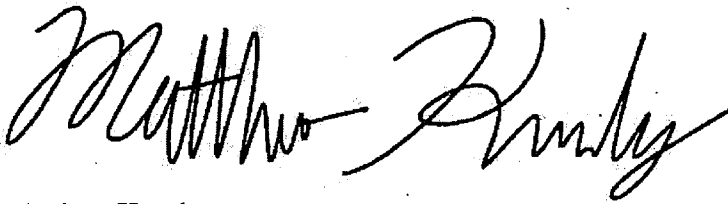
To whom it may concern,

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

City Council Meeting
Prep. Date: 10/13/21
Preparer: Russell Farnum



Agenda Item: # 7
Agenda Date: 10/18/2021

Communication Page

Agenda Items Description: Scheduling Public Hearing on proposed plans, specifications, form of contract and estimate of cost for the East 7th Street Utility Improvements, approving the Form of Notice, and the taking of bids therefor

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Snyder and Associates engineer AJ Barry has completed revised engineering plans for the improvements to East 7th Street, and examined the brick manholes that had been discussed for reconstruction/rehabilitation. The bid plans reflect the recommendations of the Engineer for improvements.

The anticipated timeline is to have Council review and file with the City clerk the bid plan set on October 18, set the public hearing for November 1, have a bid letting date of November 18, and award the contract on December 6. This timeframe allows all work to be completed prior to the Cedar Street (Route 38) repaving project, which begins in June, 2022.

Please note that there was no specific Council direction to make any of this work subject to a special assessment. Staff have proceeded under the assumption that this reduced scope of work does not have an associated special assessment to the adjoining property owners. If Council would like to consider that, additional direction is needed to proceed with special assessments.

Background Information: Engineering plans for a major reconstruction project on 7th Street were designed in 2019. For a number of reasons Council rejected the bids in March, 2020. Based upon input from a work session in June 2021, City Engineer Snyder and Associates developed a revised and scaled back plan set.

This work includes replacement of a manhole, new water main installation, and replacement of storm sewer inlet structures at the intersection of Cedar Street. Because of a forthcoming State repaving project on Highway 38, the City's share of the underground infrastructure work needs to be completed before June, 2022. In order to accomplish that goal, the project needs to be bid soon so work can proceed this winter and/or early spring, as weather allows.

Also included is an engineering review of a number of brick manholes that need rehabilitation or replacement. Three manholes, in the opinion of the City Engineer, should be replaced and the remainder rehabilitated. In the City Engineer's opinion, the cost of rehabilitation and lining would not grant a very long extension on the life of the manhole, so for the money replacement is a better solution for three of the manholes.

The sidewalk improvements at the intersection of Cedar and 7th Street would normally be part of the IA DOT rehab project. The DOT will reimburse the City for these improvements. Because this is a fairly busy pedestrian crossing location, and our work will be underway before school is out for the summer and ahead of the DOT project, the City will need to construct the sidewalks as part of our project and be reimbursed by the DOT. The DOT is putting together a reimbursement agreement that should be available to the City by the end of October 2021.

Staff Recommendation: It is recommended that the Council release the plans for bidding, file the bid documents with the City Clerk, advertise for bids, set a public hearing for November 1, with a bid letting date of November 18.

Staff has proceeded under the assumption that this reduced scope of work does not have an associated special assessment to the adjoining property owners. If Council would like to consider that, additional direction is needed to proceed with special assessments.

The plan sets are available for review at City Hall during regular working hours, and will be available at the meeting.

PROCEEDINGS TO SET DATE FOR
HEARING AND LETTING

East 7th Street Utility Improvements
Monticello, Iowa

October 18, 2021

The City Council of the City of Monticello, Iowa, met at the Monticello Renaissance Center, Community Media Room, Monticello, Iowa, on October 18, 2021, at 6:00 o'clock p.m. The Mayor presided and the roll being called, the following named Council Members were present and absent:

Present:

Absent:

The Council took up and considered the proposed East 7th Street Utility Improvements. Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____. After due consideration thereof by the Council, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____

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

The City of Monticello, Iowa

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

RESOLUTION NO.

Scheduling Public Hearing on proposed plans, specifications, form of contract and estimate of cost for the East 7th Street Utility Improvements, approving the Form of Notice, and the taking of bids therefor

WHEREAS, the City Council (the “Council”) of the City of Monticello, Iowa (the “City”), has determined that it is necessary and desirable that a public improvement be constructed as described in the proposed plans and specifications and form of contract prepared by Snyder & Associates, Inc., the Project Engineers for such public improvement, which may be hereafter referred to as the “East 7th Street Utility Improvements” (and is sometimes hereinafter referred to as the “Project”), which proposed plans, specifications and form of contract and estimate of cost are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of public hearing on the proposed plans, specifications and form of contract and estimate of cost for the Project and to advertise for sealed bids for the Project;

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

Section 1. The detailed plans and specifications, notice of hearing and notice to bidders, form of contract and estimate of cost referred to in the preamble hereof are hereby approved.

Section 2. The Project is necessary and desirable for the City, and it is in the best interests of the City to proceed toward the construction of the Project.

Section 3. The amount of the bid security to accompany each bid is hereby fixed at 100% of the total amount of the proposal.

Section 4. The City Council hereby delegates to the City Clerk the duty of receiving, opening and announcing the results of all bids for the construction of the Project, on the 18th day of November, 2021, at _____ o'clock p.m., at the Monticello Renaissance Center, Monticello, Iowa. The 1st day of November, 2021, at 6:00 o'clock p.m., at the Monticello Renaissance Center, Monticello, Iowa, is hereby fixed as the time and place of hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project and also as the time and place of considering bids received by the City Clerk in connection therewith.

Section 5. The City Clerk is hereby authorized and directed to give notice of the hearing by publication of such notice in a newspaper of general circulation in the City, which publication shall be made not less than 4 nor more than 20 days prior to the time of the said hearing. The said notice shall be in the form substantially as attached to this resolution.

Section 6. The City Clerk is hereby authorized and directed to give notice to bidders and bid letting by posting notice in a relevant contractor plan room service with statewide circulation, a relevant construction lead generating service with statewide circulation and the City Website and/or League of Cities website, which posting shall be made not less than 13 nor more than 45 days before the date for receipt of bids. The said notice shall be in the form substantially as attached to this resolution.

Section 6. All provisions set out in the following form of notice are hereby recognized and prescribed by this Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved October 18, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

NOTICE OF HEARING

Attach a cop of the hearing notice here

Brian Wolken, Mayor

ATTEST

Sally Hinrichsen, City Clerk

Published in the Monticello Express on the ____ day of October , 2021

••••

On motion and vote, the meeting adjourned.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

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

I, the undersigned, City Clerk of the City of Monticello, Iowa, do hereby certify that the transcript hereto attached is a true and correct and complete copy of all the records of the City relating to fixing a time and place of hearing on proposed plans, specifications, and form of contract, and estimated cost for the construction of the East 7th Street Utility Improvement and the taking of bids therefor and directing publication of notice of the time and place fixed therefor.

WITNESS MY HAND this ____ day of _____, 2021.

Sally Hinrichsen, City Clerk

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit but please return all other completed pages to us as soon as they are available.)

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

I, the undersigned, City Clerk of the City of Monticello, Iowa, do hereby certify that pursuant to the resolution of its Council fixing a date of hearing on the proposed plans, specifications and form of contract and estimated cost for the East 7th Street Utility Improvement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2021

Sally Hinrichsen, City Clerk

(Attach here publisher's affidavit of publication of notice of hearing.)

NOTICE TO BIDDERS

Attach notice to bidders here

Posted to <https://www.mbionline.com> website and <http://www.ci.monticello.ia.us> and statewide services on the ____ day of _____, 2021.

City Council Meeting
Prep. Date: 10/14/21
Preparer: Russell Farnum



Agenda Item: # 8
Agenda Date: 10/18/2021

Communication Page

Agenda Items Description: Discussion and Possible Action on Vehicle Leasing

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

Attachments & Enclosures:

General Lease Agreement Document
City Attorney review letter

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: At the September 7 meeting, Enterprise leasing representative Brandon Gish presented Council with an option for leasing City vehicles, and discussed how that works.

Leasing allows the City to obtain new trucks (and other vehicles) for one year terms. At the end of that year, the City can turn the vehicles in and get new vehicles, or purchase the vehicle. With the current vehicle market, this is actually a potential revenue stream for the City. The City needs to consider replacement of four pickups soon, those being the Cemetery, Parks and Rec (2), and the Water/Sewer Department.

We now have current order pricing and hard numbers on the purchase of either four new Ford F150's, or four new Ford F250's. While it may seem that the F150's are more practical for the anticipated use of the vehicles, the F250's are actually a better value. The F250 has a lower up-front cost and potentially higher resale at the end of term.

More information is below.

Background Information: Enterprise is offering government agencies an equity lease arrangement for short term leasing of new fleet vehicles. This is a hybrid between a typical lease and a purchase/finance arrangement, with the City retaining possession of the equity in the resale value of the vehicle. Enterprise makes money through the transaction fees and interest charged on the vehicles.


Essentially, Enterprise finances the vehicles, which the City buys at a reduced government price. The City pays the lease for a year, then Enterprise sells the 1-year old vehicles on our behalf. The City captures all of the equity in the one-year old vehicles. In the current truck market, the resale value of a 1-year old low-mileage truck is often higher than the City paid for the truck new (with our government


discount). Therefore, we are reselling the truck at a profit, after getting to use it for a year for virtually free (gas, insurance and maintenance charges are not included).

In this scenario, the current 4 vehicles we are replacing have a trade-in value that will pay for the first year of lease payments. The equity due back to the City after the first lease year will get close to paying the lease payment on four vehicles for the second year, if not pay it entirely (depending upon product cost and resale value). If that trend continues, the City could replace these four trucks annually at virtually no cost.

The numbers look like this:

COST-EFFECTIVE SHORT CYCLING





2022 Ford F250 XL 4x4 Super Cab V8	
Lease Term	12 Months
Delivered Price	\$33,468
Annual Lease Cost	\$7,020
Book Value At Term	\$28,448
Fair Market Value At Term	\$37,000 (\$41,000)
Projected Equity	\$8,552 (\$12,552)
Net Gain	\$1,532 (\$5,532)

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The comparison of the purchase of four new F150s, versus the F250, is below:

	Purchase Cost (ea)	Purchase Total(x4)	Annual Lease Payment (ea)	Annual Lease Payment (x4)	Resale Value at Term (ea)	Equity at Term	Equity (x4)
Ford F150	\$34,958	\$139,832	\$6,998	\$27,991	\$36,000	\$6,286	\$25,144
Ford F250	\$33,468	\$133,872	\$7,020	\$28,080	\$37,000	\$8,552	\$34,208

Staff is aware that the economics may not always stay this way, or leasing may not be appealing for some other reason. Down the road, if leasing is no longer a viable option, the City's choices would be:

1. Turn in the trucks at the end of the lease term;
2. Buy the trucks at the end of the lease term at the book value (\$28,448), not the fair market value (\$37,000);
3. Extend the lease another year.

The City Attorney has reviewed the master lease agreement and his comments are attached. The City's financial planning firm has reviewed the proposal and the impact upon the City's debt ratio is minimal, as the only debt is the appropriated one-year lease payment (in this scenario, \$27-28,000), and if the City can't make that payment, the trucks can simply be returned.

Staff Recommendation:

Vehicle leasing is a good way for the City to minimize capital expenditures on depreciating assets. The current vehicle marketplace makes it possible for the City to benefit financially from this arrangement. Approval of a one-year lease on F250's to replace the Cemetery, Water/Sewer, and 2 Parks and Rec trucks, is recommended.

TODD W. ANDERSON
CORINNE R. BUTKOWSKI
HOLLY A. CORKERY
EMILY K. ELLINGSON
DOUGLAS D. HERMAN
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STEVEN C. LEIDINGER
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Cedar Rapids, IA 52406-2457

October 12, 2021

City of Monticello
Attn: Russ Farnum
200 E. 1st Street
Monticello, IA 523120

Re: Enterprise Fleet Mgmt. Lease Agreement

Dear Russ:

I have reviewed the Fleet Management Lease Agreement you emailed earlier today. While I have reviewed it all, and all provisions are important, I want to highlight what I see as very key terms or terms I want to be sure everyone is aware of.

1. Lease of Vehicles: You will receive a "Schedule" on or about the delivery of every leased vehicle. That schedule will apply to that vehicle and that vehicle alone, setting out all terms and provisions related to that vehicle. The terms of that schedule will be binding upon the City absent a written objection within ten (10) days after the date of delivery of the vehicle. (It is possible the vehicle could arrive on one day with the schedule arriving on a later day, the ten days starts on the day following vehicle delivery as opposed to "schedule" delivery.)
2. Term: The "Master Agreement" applies to all vehicles, therefore all schedules, and provides that the term for each vehicle begins on the date on which the vehicle is delivered.
3. Rent and Other Charges: I won't lay out all rent and charges set out in this section but will hit those provisions that are a bit unique. That said, you should have a clear understanding of these provisions.
 - a. Required "rent and additional services" payments are due on or before the 1st of each month. If you receive a vehicle on a date other than the 1st there will be prorated rent due.
 - b. Upon delivery the "schedule" will list "Total Initial Charges" that will be due on the 1st of the following month.
 - c. City will also pay what is referred to as a "Service Charge Due at Lease Termination" set forth in the schedule at the end of the applicable term.
 - d. There are provisions designed to cover the unscheduled early end of a rental term, due to default by the City, a Casualty Occurrence, or other reason. In this event there is a

recalculation of the “rental s and management fees” paid by the City in accordance with the rule of 78’s.”¹

- e. Paragraph 3(c) of the agreement speaks to the obligation of the City to the Lessee at the end of the lease term. The obligation of the City is tied to Book Value, Wholesale Value, and other considerations. The City needs to understand that there could be payments required of the City to the Lessee when turning over a vehicle and needs to be sure all of those provisions and risks are understood. One additional provision in this paragraph speaks to abnormal or excessive wear and tear, noting that “in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described ...” I point this provision out as I think it is important to also understand that the Lessor has the ability to determine excessive wear and tear and that if the Lessor so determines, said determination will cost the City. (Some City vehicles get pretty heavy use.)
 - f. Paragraph 3(d) references a security deposit. There is no other mention of a security deposit in the agreement. In the event that a security deposit is required and paid, this provision provides that it will be returned after application to any amounts owed by City to Lessor.
 - g. Paragraph 3(e) provides that delinquent payments not paid within 20 days of the due date will accrue interest at the rate of 18% per annum. I note this only because of the invoice approval process at the City. You should consider treating these payments like utility payments, where they are sometimes paid in advance of approval, so as to avoid late fees.
 - i. Any Resolution approving the Lease Agreement or subsequent schedules should authorize required monthly payments in advance of formal Council approval.
4. Use and Surrender of Vehicles: This paragraph prohibits the use of vehicles to transfer “hazardous substances”, however, there is no definition provided. I suspect the City may haul hazardous substances from time to time.
- a. Lessee is required to return vehicles to Lessor at end of lease term to “such place and by such reasonable means as may be designated by the Lessor”. Note, this could mean that you are required to return the vehicles to New Jersey, for example, at City cost.
5. Costs, Expenses, Fees and Charges: City is required to pay all those expenses noted in this paragraph. (Titling, registration, delivery, etc.)
6. License and Charges: Lessor designates how vehicle is licensed and City pays costs. Whether or not “municipal” plates will be allowed I do not know, and I also do not know if the license fees with title/registration in the Lessor will exceed what they would be if title/registration in the City.
7. Registration Plates: Same considerations as set out in paragraph 6.
8. Maintenance of and Improvements to Vehicles:
- a. City obligated to maintain vehicles in accordance with manufacturer’s instructions and warranty requirements. (Be sure you understand what those are and what is required.)
 - i. The above requirement is conditioned on the possibility that the “Schedule” associated with a vehicle may include a charge for Maintenance. If the Schedule provides for maintenance to be included in the lease rate and charges the Lessor would be responsible and those responsibilities would be set out in a separate “maintenance agreement”.
9. Selection of Vehicles and Disclaimer of Warranties:
- a. The City upon accepting a vehicle is agreeing that the vehicle is in good condition and repair and satisfactory in all respects.
10. Risk of Loss:
- a. City bears the entire risk of loss. If damaged the City must repair. If “totaled” the City must pay what remains owed under 3(b) and 3(c) of the agreement.
11. Insurance:

¹ The Rule of 78 is a method used by some lenders to calculate interest charges on a loan. The Rule of 78 requires the borrower to pay a greater portion of interest in the earlier part of a loan cycle, which decreases the potential savings for the borrower in paying off their loan.

- a. City to purchase and maintain insurance.
 - b. See Liability and Collision/Comp. requirements. (Max. Deductible for Collision is \$500 per occurrence and for Comprehensive is \$250 per occurrence) This coverage may be better coverage than the City currently purchases and if so would result in an increase in premium expense.
 - i. The above requirement is conditioned on the possibility that the “Schedule” associated with a vehicle may include a charge for Insurance, Comp., Collision, and Liability. If the Schedule provides for insurance to be included in the lease rate and charges the Lessor would be responsible. You should be sure to understand the City’s obligations with regard to insurance.
 - ii. The City would continue to be responsible for damage to a covered vehicle caused by wear and tear or mechanical breakdown or failure.
12. Default; Remedies: While it is unlikely that the City will default, if there is an event of default, which could be claimed, for example, if the City and the Lessor were at odds with regard to a provision of this agreement or an applicable vehicle schedule and the City withheld payment, you should be aware of how defaults are handled. I will leave this paragraph to your review.
13. Miscellaneous: No amendments to the agreement that are not in writing. Keep in mind that only the Council may approve amendments to this agreement, not staff.
14. Governing Law: The agreement is covered by Missouri law and, therefore, any disputes would likely be dealt with in a Missouri Court.
15. Non-Appropriation: These provisions are important to the City from a Debt Limit standpoint. The agreement provides that the funding associated herewith is based upon a fiscal year and annual appropriation. “Nothing in the agreement shall constitute an obligation on future legislative bodies of the [Municipality,] County or State. (Municipality should be added in the agreement in two spots within paragraph 19.)
- a. This paragraph spells out the City’s obligation to pay the Lessor should a Council not appropriate funds moving forward.

Sincerely yours,

Douglas D. Herman

Douglas D. Herman



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM _____ Customer _____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM _____ Customer _____

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM _____ Customer _____

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM _____ Customer _____

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____
Signature: _____
By: _____
Title: _____
Address: _____
Date Signed: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____
By: _____
Title: _____
Address: _____
Date Signed: _____

Initials: EFM _____ Customer _____

City Council Meeting
Prep. Date: 09/28/21
Preparer: Russell Farnum



Agenda Item: # 9 & 10
Agenda Date: 10/18/2021

Communication Page

Agenda Items Description: Flood hazard mitigation grant application for 202 N. Main Street

<u>Type of Action Requested:</u> resolution	
<u>Attachments & Enclosures:</u>	Budget Line Item:
	Budget Summary:
	Expenditure:
Maps and Information	Revenue:
Grant Handbooks	

Synopsis: The Iowa Department of Homeland Security and Emergency Mitigation has money for infrastructure and acquisition/demolition project under its Hazard Mitigation Grant Program. The program provides FEMA hazard mitigation grants at 75% matched by Iowa grant money at an additional 10%. Consequently, the local (Monticello) funded match is 15%, which can be either cash or in-kind contributions.

The project proposed that is being discussed is the acquisition and demolition of 202 N. Main Street (flood plain property).

In order to proceed with these grant applications, the City Council must commit to the local match, and designate an Authorized Representative to work with the Iowa HSEMD to finalize the applications and execute all of the grant-related documents. The deadline for this application is now in November, so the Council has more time to discuss this proposal.

Background Information:

Due to last summer's derecho, FEMA and HSEMD have funding through the Hazard Mitigation Grant Program for projects that help communities be better prepared for future disastrous events. These include acquisition and demolition of flood-prone properties.

On March 15, 2021, Hanna Henscheid reached out to Doug Herman to see if the City had any interest in this Hazard Mitigation Grant Program. Doug sent Hanna's information to Russ Farnum, the new City Administrator, and suggested that either Bill's Tractor Repair or the Wolken building would be the next probable candidates for a buyout. After reviewing the Kitty Creek flood plain area and discussing a possible buyout with Rich Wolken, who was agreeable, Farnum began building an application for buyout for the garage on the property, which is located in the flood plain.

After review of the record of flood insurance payouts and other event records for this property, the Benefit-Cost Analysis (“BCA”) was preferable if the City bought the entire property. In fact, on July 6, 2021, Henscheid advised Farnum that, in order to buy just the garage, it would have to be surveyed and deeded separately from the main building. Henscheid further advises: “Let’s see if we can make it work with both buildings before going down that route.”

On July 8 Henscheid informed Farnum that the BCA was preferable for the entire property, provided that *some portion of the property's post-acquisition use* as "Riparian" rather than as lawn-style open space. The difference would be what is planted/allowed to grow on the site after demolition, as green open space typically consists of mowed grass. In contrast, here is some language FEMA has used on what constitutes a riparian area:

“The riparian habitat area encompasses the entire extent of vegetation adapted to wet conditions as well as adjacent upland plant communities that directly influence the stream system.” The term “riparian habitat” is interchangeable with the commonly used terms “riparian area,” “riparian ecosystem,” and “riparian corridor.”

The understanding was that if there is a written commitment from the City that some percentage of the property will be planted with native grasses, trees, or other species meant to improve water retention and slow runoff to Kitty Creek, that should be sufficient for FEMA. Please note this *does not* mean it has to be a wetlands or pond, and it would not prohibit the City from extending a path or trail through this property in the future.

There’s also been some question on what can be done with the property. Attached hereto are pages 13 – 15 of the Addendum to the Hazard Mitigation Assistance Guide, which outlines what is considered allowable open space use of this property, if acquired by the City through this grant. Please note the allowable uses include bike and walking trails, restroom facilities, open air courts and shelters, and non-paved parking.

If any Council members would like a copy of the 162-page Hazard Mitigation Grant guidelines, or the 93-page addendum, please let Staff know.

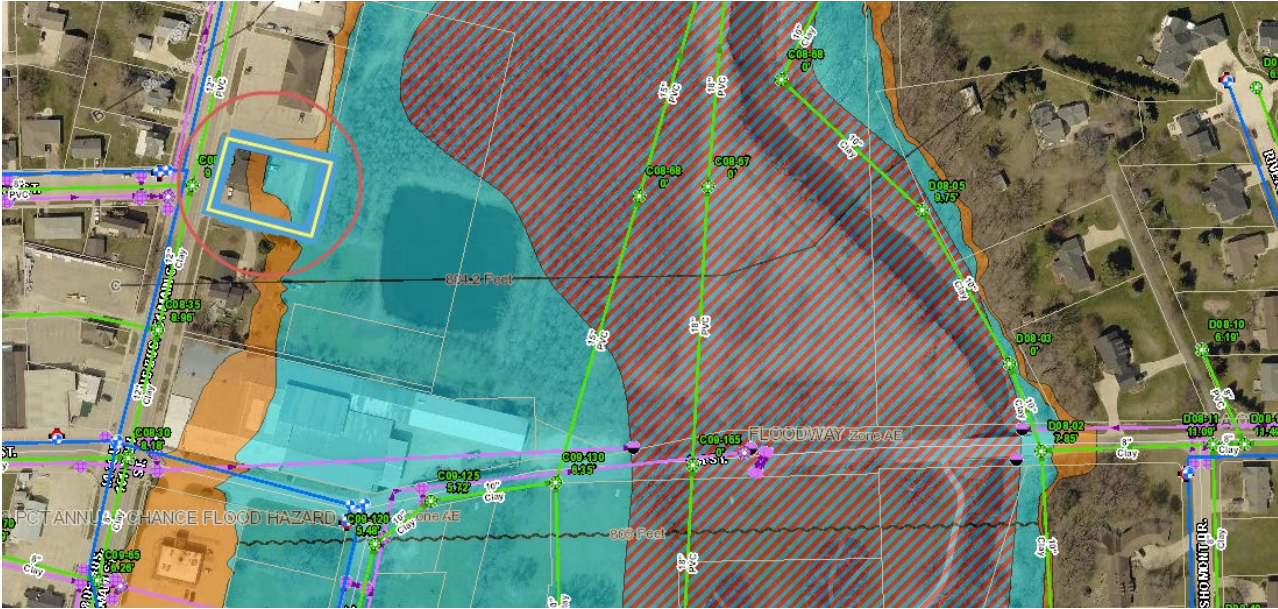
The **estimated*** budget for acquisition, environmental reviews, demolition, and site rehabilitation is below:

Acquisition	\$ 250,000
Environmental Reviews	20,000
Demolition/Site Clearance	50,000
Site and Habitat Restoration	<u>50,000</u>
Total	\$ 370,000
FEMA Funding 75%	\$ 277,500
State Funding 10%	37,000
City Share 15%	\$ 55,500

**** As noted in the original Communication Page and all subsequent Communication Pages, please note this budget is based upon “best***

guesses” through City experiences, and could vary depending upon the results of the appraisals, environmental reviews, habitat restoration that may be required, and many other factors.

The location of the property is in the red circle on the map below:



As far as potential redevelopment, the entire site is currently just over 0.4 acres (about 17,000 square feet). If the garage were subdivided off, the remainder would be about 0.34 acres, or about 14,810 sq.ft. The “buildable” lot depth is about 130 feet. By comparison, the site on which HyVee Dollar Fresh is located is about 3.25 acres, or about 141,500 sq.ft., with a lot depth of over 350 feet. So, the Dollar Fresh site is ten times larger and three times as deep. The size and lot depth severely limit the feasibility of any future redevelopment of the Wolken site.



A summary of some of the pros and cons for this buyout is below. These have been brought up and/or shared by various Council members.

Wolken Flood Buyout	
Pros and Cons	
PROS	CONS
\$350,000 estimated overall value for \$55,000 local share	Elimination of \$3200 annual City property tax
Owner is willing seller	Could buy just the garage at less cost
Proceeds are highly likely to be reinvested in Monticello	No guarantee that the proceeds will be reinvested here
Purchase price based upon an appraisal; the value cannot be artificially inflated	Not much detail about how the trailhead design/layout will work
Eliminate 2 buildings with multiple flood losses will lower flood insurance rates	
Continues City’s ongoing commitment to removing structures and obstructions from the Kitty Creek flood plain	
Lot is not large enough for a feasible redevelopment project of the Dollar Fresh scale	
Adjacent to 14 ac. Dollar Fresh park site and pond	
Possible future trailhead, path connection	

Council discussion and direction on how to proceed with this grant application is requested.

Staff recommends the City Council move forward with this grant application.

LOCAL MATCH RESOLUTION # _____
FOR THE
HAZARD MITIGATION ASSISTANCE PROGRAM

WHEREAS, the City of Monticello (hereinafter called "the Subrecipient"), County of _____ (*jurisdiction*)
Jones, has made application through the Iowa Department Homeland Security and Emergency Management (HSEMD) to the Federal Emergency Management Agency (FEMA) for funding from the Hazard Mitigation Assistance Program, in the amount of \$370,000 for the total project cost,
and

WHEREAS, the Subrecipient recognizes the fact that this grant is based on a cost share basis with the federal share not exceeding 75%, the state share not exceeding 10%, and the local share being a *minimum* of 15% of the total project cost. The *minimum* 15% local share can be either cash or in-kind match.

and
THEREFORE, the Subrecipient agrees to provide and make available up to \$55,500.00
(Fifty Five Thousand Five Hundred dollars) of local monies to be used to meet the *minimum* local match requirement for this mitigation grant application.

The resolution was passed and approved this 20 day of September 2021

Signatures of Council or Board Members:

<u>_____</u> Mayor	<u>_____</u> Council or Board Member
<u>_____</u> Council or Board Member	<u>_____</u> Council or Board Member
<u>_____</u> Council or Board Member	<u>_____</u> Council or Board Member
<u>_____</u> Council or Board Member	<u>_____</u> Council or Board Member
<u>_____</u> Council or Board Member	<u>_____</u> Council or Board Member

I submit this form for inclusion with the Hazard Mitigation Assistance Project Application.

Print Name of Authorized Representative

Authorized Representative's Signature and Date

The City of Monticello, Iowa

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

RESOLUTION

Resolution authorizing the Russell Farnum City Administrator to sign all documents related to the Mitigation Project providing funding to assist with the Backup Generator for the Flood Plain Buyout 202 N Main.

WHEREAS, the Iowa Department of Homeland Security and Emergency Mitigation has money for infrastructure and acquisition/demolition project under its Hazard Mitigation Grant Program. The program provides FEMA hazard mitigation grants at 75% matched by Iowa grant money at an additional 10%. Consequently, the local (Monticello) funded match is 15%, which can be either cash or in-kind contributions, and

WHEREAS, City Council finds recognizes that there will be many documents that will need to be signed on behalf in relation to the Hazard Mitigation Grant Program and finds that the City Administrator should be given authorization to sign and/or execute said documents moving forward so as to not cause unnecessary delays in the process and acknowledging that the forms are all tied to the Grant Application and intended funding to assist with the Backup Generator for the Flood Plain Buyout 202 N Main.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby authorize the City Administrator to sign and/or execute all documents associated with the Hazard Mitigation Grant Program tied to the Grant Application and intended funding to assist with the Backup Generator for the Flood Plain Buyout 202 N Main, for the City of Monticello without further action of the City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 20th day of September, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

A.6 Supplemental Guidance

Allowable land uses for properties acquired for open space under all HMA programs for projects within CBRS units are identified in Addendum Part A.6.1.1. FEMA may prohibit additional post-acquisition uses that it determines, in consultation with the U.S. Fish and Wildlife Service, are inconsistent with the purposes of the CBRA.

After settlement, no Federal disaster assistance for any purpose from any Federal source and no flood insurance payments may be made with respect to the property, and no person or entity shall seek such amounts.

The subrecipient must obtain the approval of the Recipient and the FEMA Regional Administrator before conveying ownership (fee title) of the property to another public agency or qualified conservation organization. All development rights in the form of a conservation easement on the property must be conveyed to the conservation organization or retained by the subrecipient or other public entity.

By accepting award funds, the subrecipient accepts responsibility for monitoring and enforcing the deed restriction and/or easement language.

The open space restrictions described above and included in 44 CFR Section 80.19 apply to all FEMA-funded property acquisitions for the purpose of open space, regardless of when the application period opened, when the Presidential major disaster was declared, or when the property was acquired.

For more information on managing open space after a property acquisition and structure demolition or relocation project, see Addendum Part A.5.2. For the FEMA Model Deed Restriction see Addendum Part A.6.4.

A.6.1 Allowable Uses of Open Space

The list below is a guide to open space use that addresses typical situations, but the subrecipient and Recipient should review every situation for adherence to the relevant regulations, open space intent, and floodplain management principles. The local floodplain administrator should review all proposed uses of acquired floodplain land. The Recipient and subrecipient, in coordination with the appropriate FEMA Regional Office, shall determine whether a proposed use is allowable and consistent with the deed restrictions, grant agreement, this guidance, and floodplain management requirements.

The generally allowable land uses of acquired open space are:

- ◆ Vegetative site stabilization, natural dune restoration, agricultural cultivation, and grazing
- ◆ Public picnic shelters, pavilions, and gazebos with associated foundations, provided the structures do not have walls

-
- ◆ Public restrooms
 - ◆ Small-scale recreational courts, ball fields, golf courses, and bike and walking paths
 - ◆ Campgrounds if adequate warning will be provided to allow for evacuation
 - ◆ Installation of signs when designed not to trap debris
 - ◆ Unimproved, unpaved parking areas consistent with open space uses
 - ◆ Unpaved access roads, driveways, and camping pads limited to those necessary to serve the acceptable uses on acquired property (existing paved roads can be reused for these purposes)
 - ◆ Small boat ramps, docks, and piers to serve a public recreational use
 - ◆ Drainage facilities intended to service onsite needs
 - ◆ Construction activities, excavation, and other localized flood control structures necessary to create areas for water detention/retention, including wetlands restoration or restoration of natural floodplain floodwater storage functions
 - ◆ Sewer, water, and power to serve the allowable uses and sewer, water, and power line crossings where there is no floodwater obstruction created and there are no other readily available locations for these systems
 - ◆ Simple structures used exclusively for agricultural purposes in connection with the production, harvesting, storage, drying, or raising of certain agricultural commodities, including livestock, such as a pole-frame building (any such structure cannot be constructed so as to make it eligible for NFIP insurance), and steel grain bins and steel-frame corn cribs
 - ◆ Reuse of existing paved surfaces for recreational uses on the acquired property consistent with allowable uses is generally acceptable, but paved surfaces beyond those directly required for such uses should be removed. Communities shall use unpaved surfaces allowing for natural floodplain functions, where feasible, for allowable uses such as trails. Examples of unpaved surfaces are grass, hard-packed earth, and graded gravel.
 - ◆ Communities may creatively salvage pre-existing structures on the acquired property. In some cases the complete demolition of a structure is not necessary and converting a closed-in structure with walls, such as a house, into an open picnic pavilion with a concrete slab floor and posts supporting the roof is possible.

A.6.1.1 Allowable Uses of Open Space in Coastal Barrier Resources System

Allowable land uses for acquired open space in CBRS units are limited to the following:

- ◆ Vegetative site stabilization for the management, protection, and enhancement of fish, wildlife, plants, and their habitats
- ◆ Bike and walking paths that are consistent with the conservation purposes of the acquisition

-
- ◆ Installation of signs when designed not to trap debris
 - ◆ Unpaved access roads and driveways limited to those necessary to serve the conservation purposes of the acquisition (existing paved roads can be reused for these purposes); all roads must be on natural grade
 - ◆ Small boat ramps, docks, and piers to serve a use that is related to the study, management, protection, and enhancement of fish, wildlife, plants, and their habitats
 - ◆ Minor construction activities, excavation, and other flood control structures necessary for wetlands restoration or restoration of natural floodplain floodwater storage functions

A.6.2 Non-allowable Land Uses of Open Space

The land uses of acquired open space that are not generally allowed are:

- ◆ Hydraulic fracturing/HDD
- ◆ Construction of flood damage reduction levees, dikes, berms, or floodwalls
- ◆ Walled buildings or manufactured homes, except public restrooms (reuse of pre-existing structures is not allowed unless all walls are removed)
- ◆ Fences and all other obstructions in the floodway; fences outside the floodway must be designed to minimize trapping debris
- ◆ Storage of inventory supporting a commercial operation or governmental facility, including wheeled vehicles or movable equipment
- ◆ Cemeteries, landfills, storage of any hazardous or toxic materials, or other uses that are considered environmentally contaminating, dangerous, or a safety hazard
- ◆ Pumping and switching stations
- ◆ Above- or below-ground storage tanks
- ◆ Paved roads, highways, bridges, and paved parking areas that include asphalt, concrete, oil-treated soil, or other material that inhibits floodplain functions
- ◆ Placement of fill except where necessary to avoid affecting onsite archeological resources
- ◆ Installation of septic systems or reuse of pre-existing septic systems except to service a permissible restroom

A.6.2.1 Non-allowable Uses of Open Space in the Coastal Barrier Resources System

For projects in CBRS units, the following land uses of acquired open space are generally not allowed:

- ◆ Any use FEMA determines is inconsistent with the allowable land uses identified above

City Council Meeting
 Prep. Date: 10/13/21
 Preparer: Russell Farnum



Agenda Item: # 11
 Agenda Date: 10/18/2021

Communication Page

Agenda Items Description: Community Center Discussion

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Below is a summary of the Building Committee’s report on the Community Center and the improvements necessary. Based upon the discussion at the last Council work session, the list has been re-arranged into the Council’s priorities.

Please note that since the last meeting, Public Works Staff has taken advantage of some of the recent rainy days to get some work done, including removal of the piano and the unused radiators. The list, below, includes several items in italics that need to be finalized before any electrical upgrades can be considered.

Stage (Quick/Easy/Cheap items)

- A. ~~Removal of old piano.~~
- B. Floor Foot Lights - Clean area and replace incandescent bulbs with LED. Could be a fire hazard if unattended.
- C. Test Rolling Screen on stage to see if it still is functioning and if it has any historical significance.
- D. Fill floor crack with wood filler to prevent tripping and possible injury
- E. Replace main curtain or remove. Note - probably just remove for now? See Stage Step 3 item B, below.

Stage Step 2 (Lower cost items – or coordinate with other projects)

- A. Paint stage walls (black). Note: Need plaster repairs first, included with plaster and painting larger hall.
- B. Rollaway steps (with rail) are needed for access to the stage from the main floor.
- C. Redesign table/chair storage under stage, construct new wheel racks that can be rolled around to load and unload (\$7500).

Stage Step 3 (More expensive items, coordinate in longer term improvements)

- A. *Install Stair Climber, or equivalent, in south stairs to stage for ADA compliance*.*
- B. Replace side & back curtains (black) – may be pricey as these should be fire curtains.

Main Hall Step 1

- A. *Add light-blocking window blinds (\$6-8,000)*.*
- B. Plaster exposed bricks where former heat registers were removed, fix cracks throughout main level and mezzanine (\$2,000).
- C. Refinish existing doors and woodwork where necessary and remove paint splashing from previous paint job; including cloak room and other rooms on main level.
- D. Repaint main hall, stage, cloak room - including ductwork to match (\$6000).
- E. Replace water damaged ceiling tile and/or repaint (above). Note: suggest painting for now and replacing AFTER lighting/fans/electrical work is completed.
- F. Consider stripping peeling floor paint and polishing underlying concrete.

Main Hall Step 2

- A. *Replace ceiling fans*.*
- B. *Replace main lighting with “dimmable” lights*.*
- C. *Consider some sort of stage lighting and controllers (not on original Committee list)? **
- D. Replace ceiling given the various lighting changes, fan and ceiling tile replacements over the years.
- E. Epoxy finish over painted floors (\$15-16,000).

Kitchen Step 1

- A. Build a storage area for mops, brooms, and cleaning supplies.
- B. Repair/replace lower cabinet doors.

Kitchen Step 2

- A. Update Counter top.
- B. *Replace counter outlets with 30amp outlets, with a separate circuit, to accommodate roasters and appliances used by renters*.*
- C. *Consider an “on demand” hot water heater to meet washing needs or upgrade current water heater*.*

Restrooms (Main Floor) Step 1

- A. Check for ADA Compliance
- B. Possibly convert to Uni-sex - with “occupied” lock
- C. Replace light fixtures

Restrooms (Main Floor) Step 2

- A. Examine reconstructing the restrooms for access in a less congested area, and more rational layout/floor plan (less long-and-skinny, more “square”). This may allow re-opening of the ticket window area as well.

Restrooms (Mezzanine) Step 1

- A. Replace all toilet tissue dispensers in both Mens & Womens restrooms.
- B. In Men’s restroom, window tint or covering is needed.

Restrooms (Mezzanine) Step 2

- A. Evaluate replacement of sinks in both units

- B. Examine functionality and layout of both restrooms

Mezzanine Balcony Area Step 1

- A. Remove unused electronics in storage room (Tech room)
- B. Remove and store old light fixtures to another location to protect them.
- C. Remove drinking fountain

Mezzanine Balcony Area Step 2

- A. Install sound reducing curtains in front of HVAC systems. Either install directly in front of the HVAC system, or install balcony railing, thus closing off this area during performances and events. Note: A wall would probably be cheaper and quieter, if placed slightly behind the railing it could appear from the main level as a “Juliet Balcony”, and still provide a roomy area on the balcony with a multitude of uses.

Scout Storage Room (Mezzanine)

- A. Repair large plaster cracks along the east wall of the room (and paint).

Unaddressed in Committee Report

- A. The stairs and emergency exit provide access to City Hall, and several incidents of petty vandalism have occurred. However, this creates a major security threat to City Hall, which needs to be addressed longer-term.
- B. There is a substantial stock of dishes and glasses. Consideration should be given to a commercial dishwasher, inventory, and quality control of cleanup – particularly disinfection processes.
- C. Consider posting “how to” direction placards in discrete locations, particularly for kitchen operations, loading and unloading chairs and tables, how to operate lighting controls, etc.

Staff Recommendation:

The non-electrical improvements outlined above total about \$23,500, depending upon how bids come out. This comes within funding budgeted for the Community Center and we could proceed with those items. This can make the Community Center a much nicer space without a large investment.

Serious consideration needs to be given to longer term use of the kitchen, stage (whether lighting is needed), balcony, and other functional needs of the space. The items shown in italics and with an asterisk (*) need to be considered as part of any electrical upgrades.

Further Council discussion and direction is welcome.

City Council Meeting
Prep. Date: October 13, 2021
Preparer: Nick Kahler



Agenda Item: 12
Agenda Date: October 18, 2021

Communication Page

Agenda Items Description: Repair guardrail on S. Main bridge

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Someone hit our guardrail at the Bridge by Park & Ride

Background Information: Mark Stoneking called me a couple weeks ago and said it looked like someone had hit the guardrail on the southside of the bridge by the park and ride on S. Main. We went out and cleaned up all the weeds and scrub trees around the bridge and found that it had been hit. I asked Jones County who they would refer to have this fixed. They said that Lovewell does work for them and is who they would recommend for the job.

Staff Recommendation: I recommend the approval of fixing the guardrail

LOVEWELL FENCING, INC.

21060 HOLDEN DRIVE
DAVENPORT, IOWA 52806
PHONE (563) 345-6715
FAX (563) 391-4005

Re: Price Breakdown For Guardrail Repair on Amber Rd X444
(42.204768, -91.189563)

Date: October 6, 2021

Labor, Materials, & Equipment	
	- Load and Travel to Jobsite (5.0 Men, 2.0 Hours)
	- Remove Damaged Guardrail/Repair Guardrail (5.0 Men, 3.0 Hours)
	- Travel Home & Unload (5.0 Men, 1.5 Hours)
\$ 682.50	- 6.5 Hours for Guardrail Post Driver, Auger, and Truck
\$ 97.50	- 6.5 Hours for Pick up Truck
\$ 227.50	- 6.5 Hours for Wheeled Skid
\$ 32.50	- 6.5 Hours for Trailer #1
\$ 2,100.00	- Material
\$ 3,087.50	Total Man Hours - 32.5 at \$ 95 each (see above)
\$ 300.00	Traffic Control
\$ 6,527.50	Total for repair

- Notes: - All work during daytime hours.
- Material may be used, depending upon availability.
- Quote includes all traffic control using TC-213

CALLAHAN ENTERPRISES, LLC
417 Kaitlynn Avenue
Anamosa, IA 52205

October 4, 2021

Monticello Park Board
c/o Berndes Center
Monticello, Iowa 52310

Re: Flea Market Events

Dear Park Board Members:

My wife, JoAnn, and I have been the promoters of a major flea market at the Jackson County Fairgrounds in Maquoketa for the past 36 years. We had nurtured this flea market business from a small event to a very successful event that we did three times a year.

We may have been too successful at promoting these flea markets, because the Jackson County Fair Board recently decided to take over our flea market business and do the flea markets on their own. As a result of their decision, we have decided to move our flea market events to two new locations – DeWitt and Monticello. We have decided to hold two flea markets each at both the Clinton County Fairgrounds and the Jones County Fairgrounds in 2022. The dates we have reserved and paid for at the Jones County Fairgrounds are August 21st and October 16th.

In order to better explain our purpose in meeting with the Park Board, we would like to offer this analogy for your consideration. As you know, a promoter has successfully held a Rod & Custom Car Show at the Jones County Fairgrounds for 52 years. The most recent show was held the third weekend in February earlier this year. Now, let's suppose another promoter decided that this event looked like a very easy way to make some money and decided to rent the Jones County Fairgrounds during the FIRST weekend in February. He calls his new event a "Rod & Custom Car Show," too. This new promoter could then find a few cars to display and advertise his event as if it was the same Rod & Custom Car show that has been held for the past 52 years. The public would be "fooled" into thinking it was the same event that they attended in Monticello for many years. The people attending this new Rod & Custom Car Show would probably leave this new event very disappointed and may even vow never to attend another such event in Monticello. The original promoter could still have his Rod & Custom Car Show two weeks later, but his attendance would be down due to what happened two weeks prior to his show. If this type of thing was to continue, his show would be ruined and in the meantime the new promoter makes a "fast buck" and could care less about the problems he has caused.

We are very willing to pay the money and to do the work necessary to make flea markets successful events at the Jones County Fairgrounds. However, we do not want to start such a venture and watch it grow only to have another promoter observe our success and then try to "piggyback" on what we have developed with our money, time, and effort.

We have been told that flea markets were tried at the Jones County Fairgrounds in the past, but they were not successful. We are not surprised. In order to have a successful event for an extended period of time, it requires much time and effort to recruit and retain flea market vendors and an extensive marketing effort to get the public to attend such an event year after year. We successfully promoted flea market events in Maquoketa for 36 years and we know the business. We hope to duplicate that success in Monticello. Therefore, we would respectfully ask the Park Board to grant us exclusive rights to conduct a "flea market, antique, & collectibles" show at the Jones County Fairgrounds, provided that we continue to reserve and pay for this privilege in advance.

We are excited about the opportunity to have flea markets at the Jones County Fairgrounds in 2022 and beyond. Since our recent 2021 flea markets featured over 140 vendors and 3,000 people in attendance, we think that such an event would also be a nice "boost" to the Monticello economy on two weekends per year, because many of these people will come from out of town and will stay at local hotels, eat at local restaurants, and purchase gasoline at local convenience stores.

We look forward to meeting with the Board on Monday, October 11th and answering your questions.

Sincerely,

A handwritten signature in cursive script that reads "Patrick Callahan".

Patrick Callahan
Callahan Enterprises, LLC

City Council Meeting
Prep. Date: 10/13/2021
Preparer: Sally Hinrichsen



Agenda Item: # 13-21
Agenda Date: 10/18/2021

Communication Page

Agenda Items Description: Reports

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Reports / Potential Actions:

- 13. City Engineer
- 14. Mayor
- 15. City Administrator
- 16. City Clerk
 - a. Redistricting process
- 17. Public Works Director
- 18. Police Chief
- 19. Water/Wastewater Superintendent
- 20. Park and Recreation Director
 - a. Callahan Enterprises, LLC letter request – Flea Market
- 21. Library Director