

City of Monticello, Iowa

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Posted on August 3, 2023 at 5:00 p.m.

Monticello City Council Meeting August 7, 2023 @ 1:00 p.m.

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

Mayor:	Dave Goedken	Staff:	
City Council:		City Administrator:	Russell Farnum
At Large:	Wayne Peach	City Clerk/Treas.:	Sally Hinrichsen
At Large:	Brenda Hanken	Police Chief:	Britt Smith
Ward #1:	Scott Brighton	Library Director:	Faith Brehm
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
		City Engineer:	Patrick Schwickerath

- Call to Order – 6:00 P.M.

- Pledge of Allegiance
- Roll Call
- Agenda Addition/Agenda Approval

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

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

Approval of Council Mtg. Minutes	July	17, 2023
Approval of Payroll	July	27, 2023
Approval of Bill List		
Approval of Treasurer's Report	June	2023
Approval of Up in Smoke LLC cigarette/tobacco/nicotine/vapor permit		
Approval of Diamond PI alcohol license		
Approval of The Monticello Blind Pig outdoor service alcohol license		

Presentation:

1. **Presentation** by Jones County Safe and Healthy Youth Coalition – Jennifer Husmann

Public Hearings:

2. **Public Hearing** on proposed Development Agreement between the City of Monticello and Theisen Real Estate LLC
3. **Resolution** approving Development Agreement between City of Monticello and Theisen Real Estate LLC
4. **Public Hearing** on designation of Amended Monticello Urban Renewal Plan, to include Development Agreement and Economic Incentives to Theisen Real Estate LLC
5. **Resolution** approving Amendments to Monticello Urban Renewal Plan to include Development Agreement and Economic Incentives to Theisen Real Estate LLC
6. **Public Hearing** on the proposed Re-Zoning of property located at 217 South Maple Street from “School Owned” to C-1 General Commercial
7. **Ordinance** amending the Monticello Code of Ordinances, by amending Chapter 165 “ZONING REGULATIONS” and amending the Official Zoning Map for 217 South Maple Street
8. **Public Hearing** on proposed Development Agreement between the City of Monticello and BR5 LLC Project
9. **Public Hearing** on the proposed Re-Zoning of property described as Lot 2 of BR3 Subdivision from C-1 General Commercial to R-3 Multiple Family Residential
10. **Ordinance** amending the Monticello Code of Ordinances, by amending Chapter 165 “ZONING REGULATIONS” and amending the Official Zoning Map for property described as Lot 2 of BR3 Subdivision

Resolutions:

11. **Resolution** Approving Pay Request #3 related to the Monticello Airport Taxiway Connector project, to Boomerang in the amount of \$184,974.50
12. **Resolution** to approve the hiring a Monticello Ambulance Full-Time A-EMT and setting wage
13. **Resolution** Authorizing the City of Monticello to Pursue a REAP grant Application Land Purchase to Expand Community and Regional Trails

14. Resolution Declaring Necessity and Providing for Notice of Hearing on Proposed Urban Revitalization Plan for the 2023 Monticello Multiresidential Urban Revitalization Area

15. Resolution Approving Quote from DBT Transportation Services related to Automatic Weather Observation System (AWOS) Replacement at Monticello Regional Airport

Motions:

16. Discussion and possible Motion directing staff to pursue a bond rating for City of Monticello

17. Discussion and possible Motion on Fence at Jacob Park

18. Discussion and possible Motion on Midwest concrete bid to replace curb along South Street by Cornerstone

Reports / Potential Actions:

19. City Engineer

20. Mayor

21. City Administrator

22. Park and Recreation Director

23. Library Director

24. City Clerk

25. Public Works Director

26. Police Chief

27. Water/Wastewater Superintendent

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.

Monticello City Council meetings are recorded, by attending and choosing to participate you give your consent to be recorded. If you prefer not to be recorded, you may submit comments in writing.

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: August 7, 2023 Council Meeting

Time: Aug 7, 2023 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81639412120>

Meeting ID: 816 3941 2120

One tap mobile

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+13126266799,,81639412120# US (Chicago)

Dial by your location

- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)

Meeting ID: 816 3941 2120

Find your local number: <https://us02web.zoom.us/j/81639412120>

Regular Council Meeting
July 17, 2023 – 6:00 P.M.
Community Media Center

Mayor David Goedken called the meeting to order. Council present were: Candy Langerman, Chris Lux, Wayne Peach, Scott Brighton and Tom Yeoman. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Water /Wastewater Superintendent Jim Tjaden, Library Director Faith Brehm, Park and Rec Director Jacob Oswald, Police Chief Britt Smith and Public Works Director Nick Kahler. Council member Brenda Hanken was absent. The public was invited to attend the meeting in person, or to participate in the meeting electronically via “Zoom Meetings” or “Facebook” and were encouraged to communicate from the chat or message.

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

Langerman moved to approve the consent agenda, with change of location for the Chamber from Pocket Park to the Depot Park, Lux seconded, roll call was unanimous.

Farnum reported the City has used the State’s Income Offset Program since 2010 and has collected \$108,225.24 in bills owed to the City. This program has been a great partnership between State and the City. Hinrichsen advised the Department of Administrative Services ran the Income Offset Program, however with cuts at the State level, the Department of Revenue is taking over the program and calling it the State Setoff Program. Langerman moved to approve Resolution #2023-104 Approving the Memorandum of Understanding between The Iowa Department of Revenue and City of Monticello Regarding State Setoff Program. Peach seconded, roll call unanimous.

Farnum advised P & Z Commission reviewed plats for Northridge Estates and recommended approval subject to the City Engineer recommendations being met. Peach moved to approve Resolution#2023-105 Approving the final plat of Northridge Estates Fifth Addition, City of Monticello, Jones County, Iowa, a subdivision of Lot 2 of Northridge Estates, Third Addition, all in the City of Monticello, Jones County, Iowa, Yeoman seconded, roll call unanimous.

Peach moved to approve Resolution#2023-106 Approving the final plat of Northridge Estates Sixth Addition, City of Monticello, Jones County, Iowa, a subdivision of Outlot “A” of Northridge Estates, Fourth Addition, all in the City of Monticello, Jones County, Iowa, Langerman seconded, roll call unanimous.

Langerman moved to approve the temporary road closure for a Chamber of Commerce and Glass Tap LLC dba Market at the Tap event on August 11th for Uptown Summer Nights with West First Street being closed from Cedar Street to Chestnut Street. Peach seconded, roll call unanimous.

Langerman moved to approve Glass Tap LLC dba Market at the Tap outdoor service permit on West First Street on Friday August 11th, Brighton seconded, roll call unanimous.

Regular Council Meeting
July 17, 2023

Goedken advised that he, volunteers, and neighbors cleaned up the area in Jacobs Park so it could be mowed to the property line. They removed brush, cut down scrub trees and removed a deteriorated fence along the West boundary of the Park. The neighboring property owner, Diane Flannagan requested the fence be replaced to keep children from entering her farm field and provided an estimate of \$2,878 for a similar fence, with the City's share being \$1,439. City has some chain link fence that could be placed on the City share of the fence, stated Goedken. Council discussed the State fence code and agreed to get attorney's interpretation of the fence code of what is required. Langerman moved to table the Jacobs Park fence to August 7th Council meeting and to get attorney's interpretation of the State fence code and what the City is required to do and if City could put in the fencing they already have.

Goedken advised the Birch Street ditch was cleaned out, which filled in after a property owner up-stream sprayed their ditch with Round-Up. He felt this may be something the City needs to look into.

Farnum advised City staff will be working with fair staff, during Fair Week.

Farnum updated the Council on the AWOS system that was struck by lightning in March. City insurance has agreed to pay for all but the \$5,000 deductible to replace the \$135,000 AWOS equipment.

Brehm advised with Fair Week the Library hours will be 9 to 5 Monday thru Friday and closed on Saturday.

Tjaden reported that they have about 1,500 surveys back and only have four documented lead service lines. This survey is required by the EPA.

Oswald reported that his staff planted the last of the trees that were purchased this spring. They will be getting more trees for fall planting. He encouraged anyone wanting a tree to complete the tree survey.

Peach moved to adjourn at 6:50 P.M.

David Goedken, Mayor

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - JULY 27, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	July 10 - 23, 2023				
Jamie Coleman	\$ 508.00	\$ -	0.00	0.00	\$ 437.58
Mason Hansen	1,214.40	-	0.00	0.00	917.44
Lori Lynch	4,569.40	2,211.00	0.00	0.00	2,947.29
Coletta Matson	3,537.60	1,425.60	0.00	0.00	2,449.31
Chloe Mogensen	976.80	-	0.00	0.00	749.97
Kaleb Payne	2,546.35	514.35	0.00	0.00	1,915.23
Daniel Poirier	831.85	-	0.00	0.00	706.94
Brian Rechkemmer	818.40	-	0.00	0.00	606.54
Curtis Wyman	1,872.00	-	57.75	118.75	1,289.30
TOTAL AMBULANCE	\$ 16,874.80	\$ 4,150.95	57.75	118.75	\$ 12,019.60
CEMETERY	July 10 - 23, 2023				
Sawyer Brokaw	\$ 483.75	\$ -	0.00	0.00	\$ 446.75
Dan McDonald	1,967.20	-	0.00	0.00	1,444.70
Anthony Williams	1,200.00	-	0.00	0.00	1,006.73
TOTAL CEMETERY	\$ 3,650.95	\$ -	0.00	0.00	\$ 2,898.18
CITY HALL	July 10 - 23, 2023				
Cheryl Clark	\$ 2,101.81	\$ 9.81	1.50	3.75	\$ 1,446.82
Russ Farnum	3,961.54	-	0.00	0.00	2,607.33
Sally Hinrichsen	3,044.31	-	0.00	0.00	1,845.79
Nanci Tuel	1,840.80	-	0.00	0.00	1,308.39
TOTAL CITY HALL	\$ 10,948.46	\$ 9.81	1.50	3.75	\$ 7,208.33
COUNCIL / MAYOR					
Scott Brighton	\$ 300.00	\$ -	0.00	0.00	\$ 276.78
Dave Goedken	500.00	-	0.00	0.00	461.30
Brenda Hanken	300.00	-	0.00	0.00	277.05
Candy Langerman	300.00	-	0.00	0.00	277.05
Chris Lux	300.00	-	0.00	0.00	276.78
Wayne Peach	300.00	-	0.00	0.00	237.05
Tom Yeoman	300.00	-	0.00	0.00	277.05
TOTAL COUNCIL / MAYOR	\$ 2,300.00	\$ -	0.00	0.00	\$ 2,083.06
LIBRARY	July 10 - 23, 2023				
Faith Brehm	\$ 1,680.00	\$ -	0.00	0.00	\$ 1,278.80
Sydney Freeze	400.00	-	0.00	0.00	369.40
Molli Hunter	1,243.20	-	0.00	0.00	980.61
Penny Schmit	1,476.00	-	0.00	0.00	894.07
TOTAL LIBRARY	\$ 4,799.20	\$ -	0.00	0.00	\$ 3,522.88
MBC	July 10 - 23, 2023				
Keegan Arduser	\$ 1,523.08	\$ -	0.00	0.00	\$ 1,169.54
Riley Manternach	1,061.25	-	0.00	0.00	900.39
Jacob Oswald	2,413.27	-	0.00	0.00	1,820.93
Peyton Schilling	1,057.50	-	0.00	0.00	976.60
Grahm Schneiter	500.00	-	0.00	0.00	461.75
TOTAL MBC	\$ 6,555.10	\$ -	0.00	0.00	\$ 5,329.21

PAYROLL - JULY 27, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
POLICE	July 10 - 23, 2023				
Zach Buehler	\$ 353.21	\$ -	0.00	0.00	\$ 304.26
Peter Fleming	3,132.25	251.25	0.00	12.00	2,126.52
Dawn Graver	2,783.20	-	0.00	0.00	2,020.07
Erik Honda	2,905.94	-	6.00	6.00	2,165.83
Jordan Koos	2,927.44	-	13.50	13.50	1,973.48
Britt Smith	3,393.62	-	0.00	0.00	2,474.19
Madonna Staner	1,679.20	-	0.00	0.00	1,291.09
Brian Tate	3,090.37	-	0.00	0.00	2,221.45
TOTAL POLICE	\$ 20,265.23	\$ 251.25	19.50	31.50	\$ 14,576.89
ROAD USE	July 10 - 23, 2023				
Zeb Bowser	\$ 1,927.21	\$ -	0.00	1.75	\$ 1,462.43
Jacob Gravel	1,972.37	45.17	0.00	0.00	1,444.76
Nick Kahler	2,457.46	-	0.00	0.00	1,809.86
Jasper Scott	1,963.34	36.14	0.00	0.00	1,477.21
TOTAL ROAD USE	\$ 8,320.38	\$ 81.31	0.00	1.75	\$ 6,194.26
SEWER	July 8 - 21, 2023				
Sullivan Flynn	\$ 360.00	\$ -	0.00	0.00	\$ 332.46
Jim Tjaden	2,791.54	-	0.00	0.00	2,036.17
TOTAL SEWER	\$ 3,151.54	\$ -	0.00	0.00	\$ 2,368.63
SWIMMING POOL	July 7 - 20, 2023				
Harrison Ahlrichs	\$ 243.00	\$ -	0.00	0.00	\$ 220.30
Lydia Ahlrichs	357.00	-	0.00	0.00	329.69
Kyle Arduser	55.00	-	0.00	0.00	50.79
Rylan Bertling	45.00	-	0.00	0.00	41.56
Allisen Capron	92.50	-	0.00	0.00	85.42
Malcolm Clark	97.50	-	0.00	0.00	90.04
Gabriella Donovan	427.50	-	0.00	# 0.00	394.79
Jill Flynn	1,133.25	-	0.00	0.00	1,046.56
Stella Flynn	217.50	-	0.00	0.00	200.86
Sullivan Flynn	74.00	-	0.00	0.00	68.34
Grant Gassman	117.00	-	0.00	0.00	108.05
Taylor Gassman	165.00	-	0.00	0.00	152.38
Ella Glawatz	592.25	-	0.00	0.00	540.98
Anicka Kahler	145.00	-	0.00	0.00	133.91
Lacie Koppes	354.75	-	0.00	0.00	327.62
Karle Kramer	788.25	-	0.00	0.00	702.39
Carter Kuehler	175.00	-	0.00	0.00	161.61
Carlos Lagunes-Torres	77.50	-	0.00	0.00	71.57
Lanie Luensman	363.00	-	0.00	0.00	335.23
Megan Mahoney	432.00	-	0.00	0.00	398.96
Jacob Miller	907.00	-	0.00	0.00	800.19
Adalyn Monk	72.50	-	0.00	0.00	66.95
Cole Nietert	213.00	-	0.00	0.00	196.70
Cord Nietert	60.00	-	0.00	0.00	55.41
Dylan Ponder	6.00	-	0.00	0.00	5.54
Ethan Ponder	240.00	-	0.00	0.00	221.64

PAYROLL - JULY 27, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Gage Rickels	122.50	-	0.00	0.00	113.12
Samantha Ruchti	72.50	-	0.00	0.00	66.95
Lake Schnoor	255.50	-	0.00	0.00	235.96
Mace Schnoor	318.00	-	0.00	0.00	293.67
Emma Schwendinger	1,289.00	-	0.00	0.00	1,108.09
Kendall Siebels	549.00	-	0.00	0.00	505.37
River Smith	360.00	-	0.00	0.00	332.46
Jessica Stadtmueller	426.00	-	0.00	0.00	393.41
Hayden Tomkins	216.00	-	0.00	0.00	199.48
Brock Westphal	165.00	-	0.00	0.00	152.38
Abigail Wright	93.00	-	0.00	0.00	85.88
TOTAL SWIMMING POOL	\$ 11,317.00	\$ -	0.00	0.00	\$ 10,294.25
WATER	July 8 - 21, 2023				
Sullivan Flynn	\$ 360.00	\$ -	0.00	0.00	\$ 332.46
Scott Hagen	1,987.20	-	0.00	0.00	1,563.63
Josh Willms	1,987.20	-	0.00	0.00	1,465.12
TOTAL WATER	\$ 4,334.40	\$ -	0.00	0.00	\$ 3,361.21
TOTAL - ALL DEPTS.	\$ 92,517.06	\$ 4,493.32	78.75	155.75	\$ 69,856.50

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING	1,130.55			
BAKER PAPER CO INC	PD BUILDING SUPPLIES	75.72			
IOWA DEPT OF PUBLIC SAFETY	PD IOWA SYSTEM	300.00			
LYNCH DALLAS, P.C.	PD ATTORNEY FEES	231.00			
MONTICELLO COMM SCHOOL DISTRICT	PD FUEL	989.23			
MIKE ROBERTSON	PD OPERATING	100.00			
SUPERIOR APPLIANCE, INC.	PD BLDG REPAIR/MAINT	29.97			
UNIFORM DEN INC	PD MINOR EQUIPMENT	88.00			
JIM WEERS	PD OPERATING	100.00			

	110 POLICE DEPARTMENT TOTAL		3,044.47		
STREETS					
STEVE MONK CONSTRUCTION	RU CONTRACTS - SIDEWALKS	1,196.68			

	210 STREETS TOTAL		1,196.68		
STREET LIGHTS					
ALLIANT ENERGY-IES	E 1ST STREETLIGHTS	5,357.08			

	230 STREET LIGHTS TOTAL		5,357.08		
AQUATIC CENTER					
BAKER PAPER CO INC	POOL BUILDING SUPPLIES	129.52			
CARRICO AQUATIC RESOURCES INC	POOL EQUIP REPAIR/MAINT	6,302.60			
FAREWAY STORES #840-1	POOL CONCESSIONS	257.26			
JILL FLYNN	POOL PRIVATE LESSONS	158.02			
SULLIVAN FLYNN	POOL PRIVATE LESSONS	474.73			
ELLA J GLAWATZ	POOL PRIVATE LESSONS	225.00			
LACIE R KOPPES	POOL PRIVATE LESSONS	131.25			
KARLE J KRAMER	POOL PRIVATE LESSONS	187.50			
LANIE M LUENSMAN	POOL PRIVATE LESSONS	318.75			
NEXT GENERATION PLBG & HTG LLC	POOL EQUIP REPAIR/MAINT	328.95			
EMMA J SCHWENDINGER	POOL PRIVATE LESSONS	262.50			

	440 AQUATIC CENTER TOTAL		8,776.08		
CEMETERY					
IBEN CONSTRUCTION CO INC	CEM GRAVE OPENINGS - APR-JUNE	825.00			
JOHN DEERE FINANCIAL	CEMETERY GROUNDS SUPPLIES	58.99			
MONTICELLO COMM SCHOOL DISTRICT	CEMETERY FUEL	445.97			

	450 CEMETERY TOTAL		1,329.96		
SOLDIER'S MEMORIAL BOARD					
NEXT GENERATION PLBG & HTG LLC	SLDR MEM BLDG REPAIR/MAINT	697.91			

	498 SOLDIER'S MEMORIAL BOARD TOTAL		697.91		
CLERK/CITY ADMIN					
MOLLI JENN HUNTER	JANITORIAL SERVICES	350.00			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	620 CLERK/CITY ADMIN TOTAL		350.00		
ENGINEER SNYDER & ASSOCIATES, INC	ENGINEERING FEES		2,626.75		
	640 ENGINEER TOTAL		2,626.75		
CITY HALL/GENERAL BLDGS					
BAKER PAPER CO INC	CH BUILDING SUPPLIES		132.40		
GATEWAY HOTEL & CONFERENCE	CH TRAVEL - CLARK		282.24		
JAROD MCELMEEL	541 N CHESTNUT ST DEMOLITION		6,500.00		
MONTICELLO ROTARY CLUB	CH DUES - FARNUM		100.00		
NEXT GENERATION PLBG & HTG LLC	CH BLDG REPAIR/MAINT		1,395.81		
ORBIS MENASHA CORP	CH FRANCHISE FEE REFUND		7,006.95		
	650 CITY HALL/GENERAL BLDGS TOTAL		15,417.40		
	001 GENERAL TOTAL		38,796.33		
MONTICELLO BERNDES CENTER PARKS					
BAKER PAPER CO INC	MBC BUILDING SUPPLIES		217.62		
CENTRAL IOWA DISTRIBUTING INC	MBC BUILDING SUPPLIES		182.00		
FAREWAY STORES #840-1	MBC BUILDING SUPPLIES		18.95		
MOLLI JENN HUNTER	JANITORIAL SERVICES		210.00		
JOHN DEERE FINANCIAL	MBC LEAGUE SUPPLIES		38.95		
LAPORTE MOTOR SUPPLY	MBC VEHICLE REPAIR/MAINT		409.38		
MINN TEX CITRUS	MBC FIELD GROOMER		8,000.00		
MONTICELLO COMM SCHOOL DISTRCT	MBC FUEL		222.28		
MONTICELLO SPORTS	MBC LEAGUE SUPPLIES		424.00		
NEXT GENERATION PLBG & HTG LLC	MBC BLDG REPAIR/MAINT		65.00		
SPAHN & ROSE LUMBER CO INC	MBC BLDG REPAIR/MAINT		356.12		
ZACHARY D LONG	MBC BLDG REPAIR/MAINT		55.00		
WELLS FARGO VENDOR FINANCIAL	2020 TOOLCAT PAYMENT		1,048.95		
	430 PARKS TOTAL		11,248.25		
	005 MONTICELLO BERNDES CENTER TOTAL		11,248.25		
FIRE FIRE					
JOHN DEERE FINANCIAL	FIRE VEHICLE OPERATING		32.12		
MERCY PHYSICIAN ASSOCIATES	FIRE PHYSICAL - JOHN SNYDER		204.00		
MONTICELLO COMM SCHOOL DISTRCT	FIRE FUEL		401.60		
SANDRY FIRE SUPPLY	FIRE MINOR EQUIPMENT		448.57		
	150 FIRE TOTAL		1,086.29		
	015 FIRE TOTAL		1,086.29		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
AMBULANCE					
AMBULANCE					
AARON'S AUTOMOTIVE LLC	AMB VEHICLE OPERATING	539.50			
BAKER PAPER CO INC	AMB BUILDING SUPPLIES	75.71			
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES	203.38			
KROMMINGA MOTORS INC	AMB VEHICLE OPERATING	107.09			
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL	1,095.21			
MONTICELLO SPORTS	AMB CLOTHING	1,180.00			
QUADMED INC	AMB MEDICAL SUPPLIES	892.27			
STERICYCLE, INC.	AMB PHARMACEUTICAL DISPOSAL	79.35			
SUPERIOR APPLIANCE, INC.	AMB BLDG REPAIR/MAINT	161.78			
ZOLL MEDICAL CORPORATION	AMB MEDICAL SUPPLIES	242.00			
	160 AMBULANCE TOTAL		4,576.29		
	016 AMBULANCE TOTAL		4,576.29		
TRUST FUND/STREET BOND					
PUBLIC WORKS					
B.G. BRECKE INC	STREET BOND REFUND- 130 E 11TH	250.00			
FOUR H PROPERTIES	STREET BOND REFUND - E 2ND ST	250.00			
LUMEN/CENTURYLINK	STREET BOND REFUND - 417 E 1ST	250.00			
	299 PUBLIC WORKS TOTAL		750.00		
	023 TRUST FUND/STREET BOND TOTAL		750.00		
LIBRARY IMPROVEMENT					
LIBRARY					
BAKER & TAYLOR BOOKS	LIB IMP BOOKS	362.84			
MONTICELLO CHAMBER OF COMMERCE	LIB IMP SUMMER READING PROGRAM	150.00			
	410 LIBRARY TOTAL		512.84		
	030 LIBRARY IMPROVEMENT TOTAL		512.84		
LIBRARY					
LIBRARY					
BAKER & TAYLOR BOOKS	LIB BOOKS	32.37			
MOLLI JENN HUNTER	JANITORIAL SERVICES	280.00			
MID AMERICA BOOKS	LIB AUDIO RECORDINGS	57.85			
MONTICELLO EXPRESS INC	LIB SUBSCRIPTIONS	76.00			
NEXT GENERATION PLBG & HTG LLC	LIB BLDG REPAIR/MAINT	697.90			
OK STREET COMMERCIAL CABINETS	LIB BUILDING SUPPLIES	29.71			
	410 LIBRARY TOTAL		1,173.83		
	041 LIBRARY TOTAL		1,173.83		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
AIRPORT					
AIRPORT					
MONTICELLO AVIATION INC	AIRPORT MANAGER		2,333.33		

	280 AIRPORT TOTAL		2,333.33		

	046 AIRPORT TOTAL		2,333.33		
ROAD USE					
STREETS					
ALLIANT ENERGY-IES	22059 HWY 38		185.59		
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT		65.00		
W.W. GRAINGER, INC	RU STREET MAINTENANCE SUPPLIES		90.40		
HOTSY CLEANING SYSTEMS	RU EQUIP REPAIR/MAINT		741.00		
JOHN DEERE FINANCIAL	RU STREET MAINTENANCE SUPPLIES		734.88		
KAMMILLER TREE SERVICE	RU TREE REMOVAL		10,400.00		
KIMBALL MIDWEST	RU EQUIP REPAIR/MAINT		30.00		
LAPORTE MOTOR SUPPLY	RU SUPPLIES		114.55		
JAROD MCELMEEL	RU STREET MAINTENANCE CONTRACT		5,000.00		
DAVID B MCNEILL	RU STREET MAINTENANCE SUPPLIES		34.18		
MID-AMERICAN RESEARCH CHEMICAL	RU SUPPLIES		619.29		
MID-IOWA SOLID WASTE EQUIP CO	RU EQUIP REPAIR/MAINT		134.91		
MIDWEST WHEEL COMPANIES	RU EQUIP REPAIR/MAINT		154.12		
MONTICELLO COMM SCHOOL DISTRICT	RU FUEL		1,152.50		
NAYLOR SEED COMPANY	RU STREET MAINTENANCE SUPPLIES		36.25		
L.L. PELLING CO	RU STREET MAINTENANCE SUPPLIES		785.00		
RADIO COMMUNICATIONS CO INC	RU RADIOS (2)		1,194.00		
SPAHN & ROSE LUMBER CO INC	RU EQUIP REPAIR/MAINT		52.08		

	210 STREETS TOTAL		21,523.75		

	110 ROAD USE TOTAL		21,523.75		
PARK IMPROVEMENT					
CAPITAL PROJECTS					
STEVE MONK CONSTRUCTION	PARK IMP - MBC SIDEWALK		1,645.60		

	750 CAPITAL PROJECTS TOTAL		1,645.60		

	313 PARK IMPROVEMENT TOTAL		1,645.60		
TIF PROJECT					
STREETS					
SNYDER & ASSOCIATES, INC	N CHESTNUT ST PROJECT		13,179.00		

	210 STREETS TOTAL		13,179.00		

	325 TIF PROJECT TOTAL		13,179.00		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
CAPITAL IMPROVEMENT CAPITAL PROJECTS HDR ENGINEERING INC	CAP IMP 2021 TAXIWAY/APRON		571.38		
	750 CAPITAL PROJECTS TOTAL		571.38		
	332 CAPITAL IMPROVEMENT TOTAL		571.38		
BATY DISC GOLF COURSE PARKS D&S PORTABLES, INC.	BATY DG PORT-A-POT RENTAL		400.00		
	430 PARKS TOTAL		400.00		
	338 BATY DISC GOLF COURSE TOTAL		400.00		
TRUST/IOMA MARY BAKER LIBRARY CENTER POINT PUBLISHING	LIB BAKER BOOKS		105.12		
	410 LIBRARY TOTAL		105.12		
	503 TRUST/IOMA MARY BAKER TOTAL		105.12		
WATER WATER ALLIANT ENERGY-IES BRIAN CROWLEY HAWKINS WATER TREATMENT RYAN HUSMANN IOWA ONE CALL JOHN DEERE FINANCIAL TESSA LEIBOLD MONTICELLO COMM SCHOOL DISTRCT	16540 190TH ST WATER TOWER WATER EQUIP REPAIR/MAINT WATER SUPPLIES OVERPAYMENT REFUND - COLE WATER SYSTEM WATER SUPPLIES WATER MAIN BREAK SETTLEMENT WATER FUEL		153.18 40.00 621.00 73.92 32.00 58.44 500.00 210.30		
	810 WATER TOTAL		1,688.84		
	600 WATER TOTAL		1,688.84		
CUSTOMER DEPOSITS WATER CITY OF MONTICELLO JULIE & BLAINE KAMP AMY WALTERS	KAMP/JULIE & BLAINE WATER DEPOSIT REFUND WATER DEPOSIT REFUND		391.20 70.88 92.92		
	810 WATER TOTAL		555.00		
	602 CUSTOMER DEPOSITS TOTAL		555.00		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
WATER CAPITAL IMPROVEMENT					
WATER					
SNYDER & ASSOCIATES, INC	WATER TOWER PAINTING		1,096.00		
	810 WATER TOTAL		1,096.00		
	604 WATER CAPITAL IMPROVEMENT TOTAL		1,096.00		
SEWER					
SEWER					
FAREWAY STORES #840-1	SEWER LAB SUPPLIES		19.44		
IOWA DEPT OF NATURAL RESOURCES	SEWER NPDES ANNUAL FEE		1,275.00		
IOWA ONE CALL	SEWER SYSTEM		32.00		
JOHN DEERE FINANCIAL	SEWER SUPPLIES		18.08		
MONTICELLO COMM SCHOOL DISTRICT	SEWER FUEL		210.30		
NEXT GENERATION PLBG & HTG LLC	SEWER BLDG REPAIR/MAINT		663.78		
WELTER STORAGE EQUIP CO., INC.	SEWER EQUIP REPAIR/MAINT		25.00		
	815 SEWER TOTAL		2,243.60		
	610 SEWER TOTAL		2,243.60		
SEWER CAPITAL IMPROVEMENT					
SEWER					
SNYDER & ASSOCIATES, INC	SEWER FACILITY IMPROVEMENTS		1,976.00		
	815 SEWER TOTAL		1,976.00		
	613 SEWER CAPITAL IMPROVEMENT TOTAL		1,976.00		
SANITATION					
SANITATION					
ALLIANT ENERGY-IES	22411 BUSINESS HWY 151		30.87		
JONES COUNTY SOLID WASTE	1ST QTR '24 ASSESSMENT		5,050.00		
MONTICELLO COMM SCHOOL DISTRICT	SANITATION FUEL		82.31		
REPUBLIC SERVICES	RESIDENTIAL GARBAGE		24,868.78		
	840 SANITATION TOTAL		30,031.96		
	670 SANITATION TOTAL		30,031.96		
	Accounts Payable Total		135,493.41		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
001	GENERAL	38,796.33
005	MONTICELLO BERNDES CENTER	11,248.25
015	FIRE	1,086.29
016	AMBULANCE	4,576.29
023	TRUST FUND/STREET BOND	750.00
030	LIBRARY IMPROVEMENT	512.84
041	LIBRARY	1,173.83
046	AIRPORT	2,333.33
110	ROAD USE	21,523.75
313	PARK IMPROVEMENT	1,645.60
325	TIF PROJECT	13,179.00
332	CAPITAL IMPROVEMENT	571.38
338	BATY DISC GOLF COURSE	400.00
503	TRUST/IOMA MARY BAKER	105.12
600	WATER	1,688.84
602	CUSTOMER DEPOSITS	555.00
604	WATER CAPITAL IMPROVEMENT	1,096.00
610	SEWER	2,243.60
613	SEWER CAPITAL IMPROVEMENT	1,976.00
670	SANITATION	30,031.96

	TOTAL FUNDS	135,493.41

Reviewed by: 

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	Clerk's Cash In Bank	Investments	Investments	Ending Fund Balance
GENERAL FUNDS:	General	1210622.59	103480.03	9645.46	295754.02	20723.75	1007270.31	1007270.31	1050.00	685713.11	320507.20	13658.98			1007270.31
	Soldiers Memorial Board	13643.98	215.00		200.00		13658.98	13658.98							13658.98
	Monticello Berndes Center	112214.35	11805.79	430.42	49874.43	8000.00	66576.13	66576.13	1900.00	33880.29	30795.84	8473.10			66576.13
	Officialing Fund	2362.26		0.84	1890.00		8473.10	8473.10							8473.10
	Dare	6650.74		25.42			6676.16	6676.16							6676.16
	Canine	5564.32		21.27			5585.59	5585.59							5585.59
	Insurance Fund	51458.22		215.68	2754.86		48919.04	48919.04							48919.04
	Monticello Trees Forever	39234.05		149.95	5335.00		34049.00	34049.00							34049.00
	Fire	191552.04	21141.62	885.60	6457.22		207122.04	207122.04							207122.04
	Ambulance Operating	190856.38	52993.09	874.82	62062.57		192244.65	192244.65							192244.65
	Hotel/Motel Tax Fund	20416.87		78.03			20494.90	20494.90							20494.90
	Earl F Lehmann Trust	238.55		0.06			238.61	238.61							238.61
	Street Bond	750.00					750.00	750.00							750.00
	Police Improvement	1514.44	7.00	5.79			1527.23	1527.23							1527.23
	Library Improvement	47380.12		195.83	1905.95		45670.00	45670.00							45670.00
	Library	44230.22	284.91	175.79	16881.71		38950.03	38950.03	200.00						38950.03
	Equipment Set-A-Side	82594.32	1062.50	342.45			77999.27	77999.27							77999.27
Super Mac	27675.48		112.71	2474.79		25313.40	25313.40							25313.40	
Airport	103777.58	50096.25	420.15	4578.70		149295.25	149295.25							149295.25	
Revolving Loan Fund	44028.38		180.86			44209.24	44209.24							44209.24	
SPECIAL REVENUE FUNDS:	Road Use Tax	343933.58	141728.44		45097.20		440564.82	440564.82							440564.82
	Road Use Tax Set-a-side	164311.17		1010.73			165321.90	165321.90							165321.90
	Employee Benefits	341725.04	4411.74		51442.30		294694.48	294694.48							294694.48
	TIF Tax Collections	490180.39	5538.33	1155.60	61011.00		435503.32	435503.32							435503.32
	Slavka Gehret Trust	209207.56		892.67			210100.23	210100.23							210100.23
	Police Forfeiture Acct	4.93					4.93	4.93							4.93
	Debt Service	146845.99	3371.62	504.37	740.00		150051.98	150051.98							150051.98
	TIF - Debt Payments	0.00		360.00	360.00		0.00	0.00							0.00
	ARPA Grant	601825.44		2572.18			604397.62	604397.62							604397.62
	Library Capital Improvement	112552.72	2749.95	447.84	222.50		115528.01	115528.01							115528.01
Ambulance Improvements	14506.51		55.44			14561.95	14561.95							14561.95	
TIF Projects	155968.44	8374.75	660.61	6000.00		171003.80	171003.80							171003.80	
Cemetery Improvements	34735.41	111.00	905.86			35752.27	35752.27							35752.27	
Capital Improvements	36238.72	4129.27	142.79	271558.84		-230628.03	-230628.03							-230628.03	
Low Income Housing	15993.27		68.35			16061.62	16061.62							16061.62	
Baty Disc Golf Course	14560.30		55.73	1014.30		13601.73	13601.73							13601.73	
Mary Maxine Redmond Trust	7095.36		30.22			7125.58	7125.58							7125.58	
Pocket Park	11209.22		45.21	39.97		11214.46	11214.46							11214.46	
PERMANENT FUNDS:	Cemetery Perpetual Care	178501.30	121.00				178622.30	178622.30							178622.30
	Charles S Bidwell Book Trust	82462.07		352.28	166.58		82647.77	82647.77							82647.77
	Joana Mary Baker Trust	37142.32		161.74			37304.06	37304.06							37304.06
ENTERPRISE FUNDS:	Water Operating	269816.22	34460.94	1112.77	29466.31	42.50	275881.12	275881.12							275881.12
	Customer Deposits	112895.16	1200.00		815.00		113280.16	113280.16							113280.16
	Water Capital Improvements	132491.20	5089.29	790.15			138370.64	138370.64							138370.64
	Sewer Operating	1329546.24	89865.72	5573.00	39655.69	10.00	1385319.27	1385319.27							1385319.27
	Sewer Sinking	51295.23		196.05			51491.28	51491.28							51491.28
	Sewer Capital Improvements	85761.47	5089.29	594.07	63.41		91381.42	91381.42							91381.42
	Sanitation	211762.88	48362.53	831.74	31137.06		229820.09	229820.09							229820.09
	Sanitation Capital Improvements	8895.57		34.00			8929.57	8929.57							8929.57
	Yard Waste	41365.22	3562.70	169.74	359.27		44738.39	44738.39							44738.39
	Storm Water Fund	59525.26	6682.08	236.74	818.21		65608.37	65608.37							65608.37
AGENCY FUNDS	Self Funded Insurance	0.00	2811.14		2811.14		0.00	0.00							0.00
	Flex Spending	3441.49	1580.38		4609.48		412.39	412.39							412.39
	Enterprise Flex Spending	107.48					107.48	107.48							107.48
TOTAL OF ALL FUNDS	7502668.05	610326.36	32361.01	991557.51	35573.78	7153797.91	7153797.91	3150.00	1813454.56	5314822.66	22370.69	0.00	0.00	7153797.91	

City of Monticello
Bank Reconciliation Report
For the Month of June 2023

Bank Balance		
General Checking	\$1,967,132.28	
Property Tax & Water	\$5,314,822.66	
Soldiers Memorial Ckg	\$13,658.98	
Earl F Lehmann Trust	\$238.61	
Officiating Ckg	\$8,473.10	
Total Bank Balance		<u>\$7,304,325.63</u>
Plus (Minus) Adjustment:		
Bank Charge/Error	<u>\$0.00</u>	
Total Adjustment		<u>\$0.00</u>
Plus Outstanding Credit Card Pymt:		
Credit Card Payments	<u>\$545.31</u>	
Total Outstanding Credit Card Pymts		<u>\$545.31</u>
Less Outstanding Checks:		
Financial/Payroll	\$154,223.03	
Soldiers Memorial		
Total Outstanding Checks		<u>\$154,223.03</u>
Plus Investments:		
Time Certificates	\$0.00	
Petty Cash	<u>\$3,150.00</u>	
Total Investments		<u>\$3,150.00</u>
Treasurer's Balance		<u><u>\$7,153,797.91</u></u>

Prepared By: Sally Hinrichsen 7-14-2023
Sally Hinrichsen, City Clerk

Reviewed by: Russell Farnum 7.14.23
Russell Farnum, City Administrator

City of Monticello
Cash On Hand By Bank
For June 30, 2023



Bank	Amount	Interest rate	Maturity date	Length of investment	Purpose
Account type & number					
F & M Bank					
Total by Bank	\$0.00				
Citizens State Bank					
Savings # 6025641	\$238.61	0.100	N/A		Earl F Lehmann Trust Soldier Memorial
Checking #394486	\$13,658.98		N/A		
Total by Bank	\$13,897.59				
Dutrac Credit Union					
Total by Bank	\$0.00				
Fidelity Bank & Trust					
	\$0.00				
	\$0.00				
Ohnward Bank & Trust					
General Ckg/Sweep #40002008	\$1,967,132.28	5.45	N/A		General Checking General Savings
Property Tax & Water #40001992	\$5,314,822.66	5.45	N/A		
Officiating Checking #618231	\$8,473.10	0.3			
Total by Bank	\$7,290,428.04				
Total Cash on Hand- All Banks	\$7,304,325.63				
Plus Petty Cash	\$3,150.00				Clerk's Office, Library, Aquatic Center and Berndes Center
Adjust Bank Error	\$0.00				
Plus Outstanding Credit Card Pymt	\$545.31				
Less Outstanding Checks	\$154,223.03				
Treasurer's Balance	\$7,153,797.91				

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

TREASURER'S REPORT
CALENDAR 6/2023, FISCAL 12/2023

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	1,210,622.59	113,125.49	324,477.77	.00	999,270.31
003 SOLDIER MEMORIAL FUND	13,643.98	215.00	200.00	.00	13,658.98
005 MONTICELLO BERNDEN CENT	112,214.35	12,236.21	57,874.43	8,000.00	74,576.13
006 RECREATIONAL SET-A-SIDE	.00	.00	.00	.00	.00
007 OFFICIATING FUND	2,362.26	8,000.84	1,890.00	.00	8,473.10
008 DARE	6,650.74	25.42	.00	.00	6,676.16
009 POLICE CANINE UNIT	5,564.32	21.27	.00	.00	5,585.59
010 INSURANCE	51,458.22	215.68	2,754.86	.00	48,919.04
014 MONTICELLO TREES FOREVE	39,234.05	149.95	5,335.00	.00	34,049.00
015 FIRE	191,552.04	22,027.22	6,457.22	.00	207,122.04
016 AMBULANCE	190,856.38	63,450.84	62,062.57	.00	192,244.65
018 HOTEL/MOTEL TAX	20,416.87	78.03	.00	.00	20,494.90
022 EARL F LEHMANN TRUST	238.55	.06	.00	.00	238.61
023 TRUST FUND/STREET BOND	750.00	.00	.00	.00	750.00
026 POLICE IMPROVEMENT	1,514.44	12.79	.00	.00	1,527.23
030 LIBRARY IMPROVEMENT	47,380.12	195.83	1,905.95	.00	45,670.00
041 LIBRARY	44,230.22	11,601.52	16,881.71	.00	38,950.03
042 SPORTS COMPLEX	.00	.00	.00	.00	.00
044 EQUIPMENT SET-A-SIDE	82,594.32	1,404.95	6,000.00	.00	77,999.27
045 SUPER MAC FUND	27,675.48	112.71	2,474.79	.00	25,313.40
046 AIRPORT	103,777.58	50,516.40	4,998.73	.00	149,295.25
050 REVOLVING LOAN FUND	44,028.38	180.86	.00	.00	44,209.24
110 ROAD USE	343,933.58	141,728.44	45,097.20	.00	440,564.82
111 ROAD USE SETASIDE	164,311.17	1,010.73	.00	.00	165,321.90
112 EMPLOYEE BENEFITS	341,725.04	4,411.74	51,442.30	.00	294,694.48
125 TIF -SPECIAL REVENUE	490,180.39	6,693.93	61,371.00	.00	435,503.32
178 TRUST/SLAVKA GEHRET FUN	209,207.56	892.67	.00	.00	210,100.23
180 POLICE FORFEITURE	4.93	.00	.00	.00	4.93
200 DEBT SERVICE	146,845.99	3,945.99	740.00	.00	150,051.98
225 TIF - DEBT	.00	360.00	360.00	.00	.00
300 ARPA CAPITAL FUND	601,825.44	2,572.18	.00	.00	604,397.62
313 PARK IMPROVEMENT	112,552.72	3,197.79	222.50	.00	115,528.01
316 LIB CAPITAL IMPROVEMENT	14,506.51	55.44	.00	.00	14,561.95
319 AMBULANCE IMPROVEMENT	155,968.44	15,035.36	.00	.00	171,003.80
325 TIF PROJECT	.00	.00	.00	.00	.00
326 TRUST/CEMETERY IMPROVEM	34,735.41	1,016.86	.00	.00	35,752.27
328 FAMILY AQUATIC CENTER C	.00	.00	.00	.00	.00
332 CAPITAL IMPROVEMENT	36,238.72	4,692.09	271,558.84	.00	230,628.03-
333 MYSBA CAPITAL FUND	.00	.00	.00	.00	.00
336 LOW INCOME HOUSING FUND	15,993.27	68.35	.00	.00	16,061.62
337 MDC FUNDS	.00	.00	.00	.00	.00
338 BATY DISC GOLF COURSE	14,560.30	55.73	1,014.30	.00	13,601.73
339 MARY MAXINE REDMOND TRU	7,095.36	30.22	.00	.00	7,125.58
375 POCKET PARK	11,209.22	45.21	39.97	.00	11,214.46
500 TRUST/CEMETERY PERPETUA	178,501.30	121.00	.00	.00	178,622.30
502 C.C. BIDWELL LIBRARY BO	82,462.07	352.28	166.58	.00	82,647.77
503 TRUST/IOMA MARY BAKER	37,142.32	161.74	.00	.00	37,304.06
600 WATER	269,816.22	35,573.71	29,508.81	.00	275,881.12
601 WATER BOND SINKING	.00	.00	.00	.00	.00
602 CUSTOMER DEPOSITS	112,895.16	1,200.00	815.00	.00	113,280.16
603 WATER IMPROVEMENT	.00	.00	.00	.00	.00
604 WATER CAPITAL IMPROVEME	132,491.20	5,879.44	.00	.00	138,370.64
610 SEWER	1,329,546.24	95,438.72	39,665.69	.00	1,385,319.27

TREASURER'S REPORT
CALENDAR 6/2023, FISCAL 12/2023

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
611 SEWER RESERVE	.00	.00	.00	.00	.00
612 SEWER SINKING	51,295.23	196.05	.00	.00	51,491.28
613 SEWER CAPITAL IMPROVEME	85,761.47	5,683.36	63.41	.00	91,381.42
614 SEWER IMPROVEMENT	.00	.00	.00	.00	.00
670 SANITATION	211,762.88	49,194.27	31,137.06	.00	229,820.09
671 SANITATION CAPITAL IMPR	8,895.57	34.00	.00	.00	8,929.57
675 YARD WASTE SITE	41,365.22	3,732.44	359.27	.00	44,738.39
740 STORM WATER	59,525.26	6,918.82	835.71	.00	65,608.37
820 INTERNAL REV SELF FUNDE	.00	2,811.14	2,811.14	.00	.00
950 FLEX SPENDING FUND	3,441.49	1,580.38	4,609.48	.00	412.39
951 ENTERPRISE FLEX SPENDIN	107.48	.00	.00	.00	107.48
Report Total	7,502,668.05	678,261.15	1,035,131.29	8,000.00	7,153,797.91

Reviewed by:

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	790033.21	2460026.07	78917.23	10199.26	1665934.46	665971.00	1007270.31	1050.00	685713.11	320607.20	0.00	0.00	1007270.31	
	Soldiers Memorial Board	11621.76	4540.00	0.00	0.00	2502.78	0.00	13658.98	1900.00	33880.29	30795.84	0.00	0.00	13658.98	
	Monticello Bernades Center	27656.84	78866.23	1867.56	247400.00	281214.50	8000.00	66576.13	0.00	8473.10	8473.10	0.00	0.00	66576.13	
	Officiating Fund	0.00	3050.00	1.12	8000.00	2578.02	0.00	8473.10	0.00	6676.16	0.00	0.00	0.00	8473.10	
	Dare	6713.69	0.00	244.47	0.00	282.00	0.00	6676.16	0.00	585.59	5000.00	0.00	0.00	6676.16	
	Canine	5285.07	300.00	199.78	0.00	0.00	199.26	5585.59	0.00	6664.56	42254.48	0.00	0.00	5585.59	
	Insurance Fund	44190.49	0.00	1779.56	20000.00	17051.01	0.00	48919.04	0.00	34049.00	0.00	0.00	0.00	48919.04	
	Monticello Trees Forever	30444.30	12000.00	1229.70	0.00	9625.00	0.00	34049.00	0.00	35909.86	171212.18	0.00	0.00	207122.04	
	Fire	177024.71	72955.86	6934.35	138886.00	143678.88	45000.00	207122.04	0.00	81525.21	110719.44	0.00	0.00	192244.65	
	Ambulance Operating	165722.94	441872.30	5476.09	115000.00	535826.68	0.00	192244.65	0.00	20494.90	0.00	0.00	0.00	20494.90	
	Hotel/Motel Tax Fund	26097.67	35840.12	857.11	0.00	30300.00	12000.00	20494.90	0.00	750.00	0.00	0.00	0.00	238.61	
	Earl F Lehmann Trust	238.41	0.00	0.20	0.00	0.00	0.00	238.61	0.00	0.00	0.00	0.00	0.00	750.00	
	Street Bond	1300.00	750.00	0.00	0.00	1300.00	0.00	750.00	0.00	1527.23	0.00	0.00	0.00	1527.23	
	Police Improvement	1083.78	1559.00	31.03	0.00	1146.58	0.00	1527.23	0.00	12911.47	32758.53	0.00	0.00	45670.00	
	Library Improvement	32174.03	21949.65	1581.06	0.00	10034.74	0.00	45670.00	200.00	23121.15	15628.88	0.00	0.00	38950.03	
	Library	27239.32	26176.02	1614.49	133685.00	149764.80	0.00	38950.03	0.00	18492.91	59506.36	0.00	0.00	77999.27	
	Equipment Set-A-Side	57925.12	3672.50	2401.85	20000.00	0.00	6000.00	77999.27	0.00	9900.04	15413.36	0.00	0.00	25313.40	
	Super Mac	22501.62	0.00	806.24	25000.00	22994.46	0.00	25313.40	0.00	97043.59	52251.66	0.00	0.00	149295.25	
	Airport	166356.02	130804.95	4610.96	0.00	136135.35	16341.33	44209.24	0.00	16227.99	27981.85	0.00	0.00	44209.24	
	Revolving Loan Fund	42614.36	0.00	1594.88	0.00	0.00	0.00	44209.24	0.00	140991.25	299573.57	0.00	0.00	440564.82	
SPECIAL REVENUE FUNDS:															
	Road Use Tax	355628.85	692065.29	0.00	0.00	527129.32	80000.00	440564.82	0.00	0.00	165321.90	0.00	0.00	165321.90	
	Road Use Tax Set-a-side	81233.80	0.00	4098.10	80000.00	0.00	0.00	165321.90	0.00	56424.52	238269.96	0.00	0.00	294694.48	
	Employee Benefits	297457.00	517411.08	0.00	0.00	520173.60	0.00	294694.48	0.00	207245.89	228257.43	0.00	0.00	435503.32	
	TIF Tax Collections	327100.30	500185.24	12330.89	0.00	179953.41	224159.50	435503.32	0.00	3262.65	206837.58	0.00	0.00	210100.23	
	Slavka Gehret Trust	203946.69	0.00	7662.15	0.00	1508.61	0.00	210100.23	0.00	4.93	0.00	0.00	0.00	4.93	
	Police Forfeiture Acct	1181.92	0.00	1.31	0.00	1178.30	0.00	4.93	0.00	0.00	0.00	0.00	0.00	150051.98	
DEBT SERVICE FUNDS:															
	Debt Service	131582.64	384312.86	8694.98	42534.00	417072.50	0.00	150051.98	0.00	0.00	0.00	0.00	0.00	0.00	
	TIF - Debt Payments	0.50	0.00	0.00	224159.50	224160.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
PERMANENT FUNDS:															
	Cemetery Perpetual Care	176161.30	2461.00	0.00	0.00	0.00	0.00	176622.30	0.00	870.22	81777.55	0.00	0.00	82647.77	
	Charles S Bidwell Book Trust	80834.12	0.00	3027.10	0.00	1213.45	0.00	82647.77	0.00	799.22	36504.84	0.00	0.00	37304.06	
	Ioma Mary Baker Trust	37438.75	0.00	1397.91	0.00	1532.60	0.00	37304.06	0.00	69682.20	206198.92	0.00	0.00	275881.12	
ENTERPRISE FUNDS:															
	Water Operating	210500.55	426361.30	8871.42	0.00	335179.65	34672.50	275881.12	0.00	11707.60	101572.56	0.00	0.00	113280.16	
	Customer Deposits	100315.16	21250.00	0.00	0.00	8285.00	0.00	113280.16	0.00	37960.70	100409.94	0.00	0.00	136370.64	
	Water Capital Improvements	61179.64	62065.99	5614.51	10000.00	489.50	0.00	136370.64	0.00	68209.87	1317109.40	0.00	0.00	1385319.27	
	Sewer Operating	608422.32	1150530.43	38736.12	0.00	405703.60	6666.00	1385319.27	0.00	51491.28	0.00	0.00	0.00	51491.28	
	Sewer Sinking	50049.32	0.00	1441.96	0.00	0.00	0.00	51491.28	0.00	29805.91	61575.51	0.00	0.00	91381.42	
	Sewer Capital Improvements	176470.02	74972.24	6625.86	0.00	166686.70	0.00	91381.42	0.00	91703.41	138116.68	0.00	0.00	229820.09	
	Sanitation	137249.43	609597.52	6333.78	0.00	523360.64	0.00	229820.09	0.00	8929.57	0.00	0.00	0.00	8929.57	
	Sanitation Capital Improvements	8612.89	0.00	316.88	0.00	0.00	0.00	8929.57	0.00	8837.45	35900.94	0.00	0.00	44738.39	
	Yard Waste	35178.69	44036.33	1450.77	0.00	35927.40	0.00	44738.39	0.00	25057.21	40551.16	0.00	0.00	65608.37	
	Storm Water fund	14399.13	81487.67	1794.30	0.00	10877.23	21195.50	65608.37	0.00	0.00	0.00	0.00	0.00	0.00	
	Self Funded Insurance	0.00	19468.96	0.00	0.00	19468.96	0.00	0.00	0.00	412.39	0.00	0.00	0.00	412.39	
	Flex Spending	161.02	14507.72	0.00	0.00	14256.35	0.00	412.39	0.00	107.48	0.00	0.00	0.00	107.48	
	Enterprise Flex Spending	107.48	0.00	0.00	0.00	0.00	0.00	107.48	0.00	1813454.56	5314822.66	0.00	0.00	22370.69	
TOTAL OF ALL FUNDS															
		5370102.27	8536360.61	258947.28	1120205.09	7011632.25	1120205.09	7153797.91	3150.00	1813454.56	5314822.66	0.00	0.00	7153797.91	

City Council Meeting
Prep. Date: 08/01/2023
Preparer: Russell Farnum



Agenda Item: # 1
Agenda Date: 08/07/2023

Communication Page

Agenda Items Description: Jennifer Husman Request

<u>Type of Action Requested:</u> Presentation					
<u>Attachments & Enclosures:</u> None	<u>Fiscal Impact:</u> Budget Line Item: <table border="1"><tr><td> </td></tr></table> Budget Summary: <table border="1"><tr><td> </td></tr></table> Expenditure: <table border="1"><tr><td> </td></tr></table> Revenue: <table border="1"><tr><td> </td></tr></table>				

Synopsis:

Jennifer Husman asked to address the City Council in regard to tobacco and vape shops. Jennifer is the Project Coordinator for the Area Substance Abuse Council.

Jennifer has written the following, by e-mail, to various City staff members:

An environmental scan of a tobacco shop was conducted on April 20, 2023, on Main Street, in Anamosa. The store is near the Area Substance Abuse Council treatment and prevention/Jones County Safe and Healthy Youth office. These are a few pictures of the products they are selling. This is a store that many kids walk by each day before and after school. The store owner had told the prevention specialist the year before that they were not allowing youth under 21 in the store. They failed their tobacco compliance check shortly after, selling tobacco to a teen.

The prevention specialist conducting the scan in April introduced herself and shared about her work. After asking about what Delta products they had and looking at them, commented to the clerk working in the store, "These look like, and the description on the back sounds like, they are to get you high." She said, "That's the point." Notice that the Grape Galaxy flavored Space God gummies package says a serving is only half of a gummy. "Eat a half, wait 30-60 minutes for full absorption and then, if desired, eat more gummies to lift off to space."

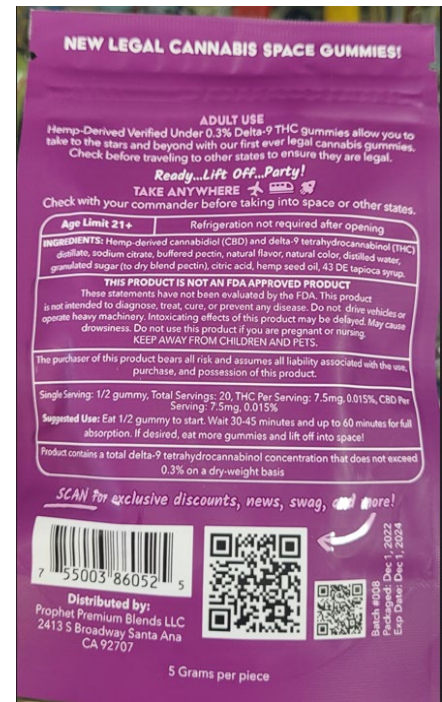
Notice the glass pipes being sold older the THC-0 Rainbow Sour-belts and cartoon-character chipmunk Chocolate Factory's Smore's Chocolate. Glass pipes are used for illegal drugs, meth, marijuana, etc. The DEA sent a letter on Feb. 12, 2023 to manufacturers of THC-0 and other synthetically derived THC hemp products that are not compliant with the 2018 Farm bill as they claim. How do we know if they are synthetically derived or naturally derived? The DEA had sent letters

warning the businesses the year before as children have been hospitalized after eating the Delta gummies.

The prevention specialist noticed the store had beads hanging from the ceiling towards the back of the store and asked, “What is behind the beads?” The clerk answered, “That is where we have our “bubblers” for using “herbs”. The prevention specialist asked, “What type of herbs?” The clerk answered, “Well, we are not supposed to say, “weed.””

The picture of the “Water Soluble” drink was in a brochure at the store picked up about products that are for sale in Iowa made by the Illinois company. Notice the claims that Delta 8 can improve your mental health. This is not based on scientific studies at all.

Some of the products that the prevention specialist took photos of (below) are from California, some from Illinois. The one company (Puff) with the rainbow flavored sour gummy belts, is the same that targets kids with fruity flavored vapes (see a page from their website also below). Do vape flavors like Rainbow Snow Cone and Confetti Cake sound like they are for adults?



Recommendation: The City Administrator agrees that it is poor practice to market these items to children, but Council has limited authority to regulate or ban these items. Some of the items sold (gummies, chocolates), even if questionable business products, could be offered for sale at any of our existing stores, regardless of whether they even had a tobacco license. Obviously, Anamosa is not doing much to regulate sales of these items.

There are zoning restrictions that could be considered, but this is a policy issue that the Council will need to provide direction to Staff. How far is Council willing to go to ban, regulate, or prevent the sale of these items? And, how does, or will, the City enforce such restrictions? Council input and direction is requested.

City Council Meeting
Prep. Date: 08/02/2023
Preparer: Russell Farnum



Agenda Item: # 2-7
Agenda Date: 08/07/2023

Communication Page

Agenda Items Description: Amending Urban Renewal Plan to include the “Theisen’s” project, Recommendation on proposed Development Agreement, and Recommendation on rezoning property to “C-1” General Business (Middle School - Theisen’s)

<u>Type of Action Requested:</u> Motion	
<u>Attachments & Enclosures:</u> Draft Agreement Resolution (2) Rezoning Ordinance	<u>Fiscal Impact:</u>
	Budget Line Item:
	Budget Summary:
	Expenditure:
	Revenue:

Synopsis:

The Monticello School District has entered into an arrangement with Theisen Real Estate LLC, in order to redevelop the old Middle School site into a 35-40,000 square foot Theisen’s Home Farm Auto store.

To accomplish the project, Theisen’s is asking for Tax Increment Financing incentives, which requires amending the City’s Urban Renewal Plan to include this as a project, and approval of a Development Agreement. In addition, they will need to rezone the property and provide site plans and other information for development of the property.

The Planning and Zoning Board reviewed these items at their July 21 meeting, and recommended approval to the City Council.

Background:

The draft agreement includes fairly straightforward terms: Theisen’s will demo the existing building, grade out the site, and construct a new Theisen’s Home Farm Auto store. The new store will be between 35,000 and 40,000 square feet in size, and comparable to their Dyersville and new DeWitt stores. This is a \$3-4 Million new investment in Monticello, and Theisen’s will almost double the number of employees working in Monticello. In addition, it frees up 6 other properties in downtown for new stores and redevelopment.

The City will reimburse Theisen’s for the asbestos abatement (up to \$170,000) and provide a 10-year tax rebate at 100% (this would be about \$580,000). The net benefit to Theisen’s is approximately

\$750,000. Financially this is equivalent to the Dollar Fresh agreement, although structured slightly differently.

The City would also agree to purchase the old “Family Foods” building at assessed value, if Theisen’s is not able to sell that building to a private party. While better off in private ownership to promote more retail investment downtown, the property has potential value to the City for central storage space and for downtown parking. This is a “backstop” provision as Theisen’s already has multiple parties interested in their other properties.

The proposed C-1 General Business is appropriate for the property, as it has frontage on a state highway, in a commercial area and a block from downtown. The subject property is approximately 4 acres in size and bounded by Main Street on the east, Grand Street on the north, Maple Street on the west, and Washington Street on the south. The property is improved with a 100,000 square foot school building constructed in 1923. An addition on the south side, and the “new” gym on the east side, were constructed in the 1960’s. The property is currently zoned “School Owned”, and the official address is 217 S. Maple Street. The building, when used as a high school and later as a middle school, had up to 350 students, plus teachers, staff and administrators.

The property is a block south of First Street, which is generally considered “downtown”. Residential neighborhoods lie to the west and south. Main Street is a major street (Highway 38) that is lined nearby with The Cone Shoppe, Darrell’s, Ohnward Bank, La Hacienda Mexican Restaurant, and a variety of other stores and uses.

Properties to the north include a single-family home, a large apartment building with storage units, and a mix of other uses.



The Planning and Zoning Board found in favor of the rezoning due to the following factors:

1. The proposed zoning complies with the Comprehensive Plan;
2. The proposed zoning complies with the purpose and nature of the Zoning Ordinance;
3. The proposed zoning will not negatively impact the property values nor use and enjoyment of the adjacent and/or nearby properties;
4. The suitability of the property for the proposed use.

The Comprehensive Plan speaks little about redevelopment in existing neighborhoods, rather focusing the bulk of its recommendations on the new development areas. However, this project will support several of the community goals reflected in the Plan, including the following:

- Increase the amount of retail...with a focus on retaining economic vitality in the City's downtown area.
- Provide additional opportunities for industrial and small business growth and ensure appropriate location in accordance with the City's overall transportation and land use pattern.

The City's Future Land Use Plan calls out this site as "School" in recognition of the former use of the property. It was not anticipated that this site would be redeveloped as anything other than that use. As an infill redevelopment project, this project will not require any new streets or infrastructure. The location is very walkable to a large residential neighborhood. The location is close to downtown, which will help support activity and shopping the heart of the community. Lastly, the project will "open up" 5 other properties in the downtown for other, new commercial uses.

The proposed zoning, as C-1 General Business, complies with the intent and purpose of the Zoning Ordinance. The purpose of the C-1 District is:

"This district is intended to allow for a broad range of commercial activities, including shopping and service activities, that may often be oriented toward automobile access and visibility. The principal land uses are sales and service activities."

This will be a retail use (sales) with good automobile access and visibility, meeting the intent and purpose of the C-1 General Business zoning.

The proposed use will not negatively impact property values nor the use or enjoyment of adjacent or nearby properties. The peak traffic generated by the new retail use will be comparable to, or less than the bus, parent pickup, and pedestrian traffic generated at this site when it was a bustling school. In morning and afternoon peak hours, 350 children rushed from buses, cars, and neighborhood sidewalks, to and from the school.

While Theisen's will have its vehicle access to Washington and Grand, the impact upon the areas west of the proposed parking lot will be substantially minimized. Further, the new building will be surrounded by a thirty-foot setback which will consist of lawn and landscaped area. This will be similar to the current school building, but a much smaller and less visually-imposing building. The grade change from Maple to the Main Street elevation will further lessen the visual impact of the new Theisen's building.

The property is very suitable for the proposed use. The frontage on Main Street is very visible, and the grade will provide a nice site that will help screen the back of the building from the neighbors on Maple. Washington and Grand Streets provide good access to the property with minimal impact upon

surrounding neighbors. The site layout will provide ample opportunity for screening items such as outdoor storage areas, dumpsters, loading docks, and similar visually impacting uses.

The property is served with water and sewer mains and storm sewer. The site is already heavily covered with impervious surfaces, and the storm water drainage is provided. Pending final engineering, which Theisen's has underway and we expect soon, the conceptual site plan (attached) looks very workable.

Recommendation:

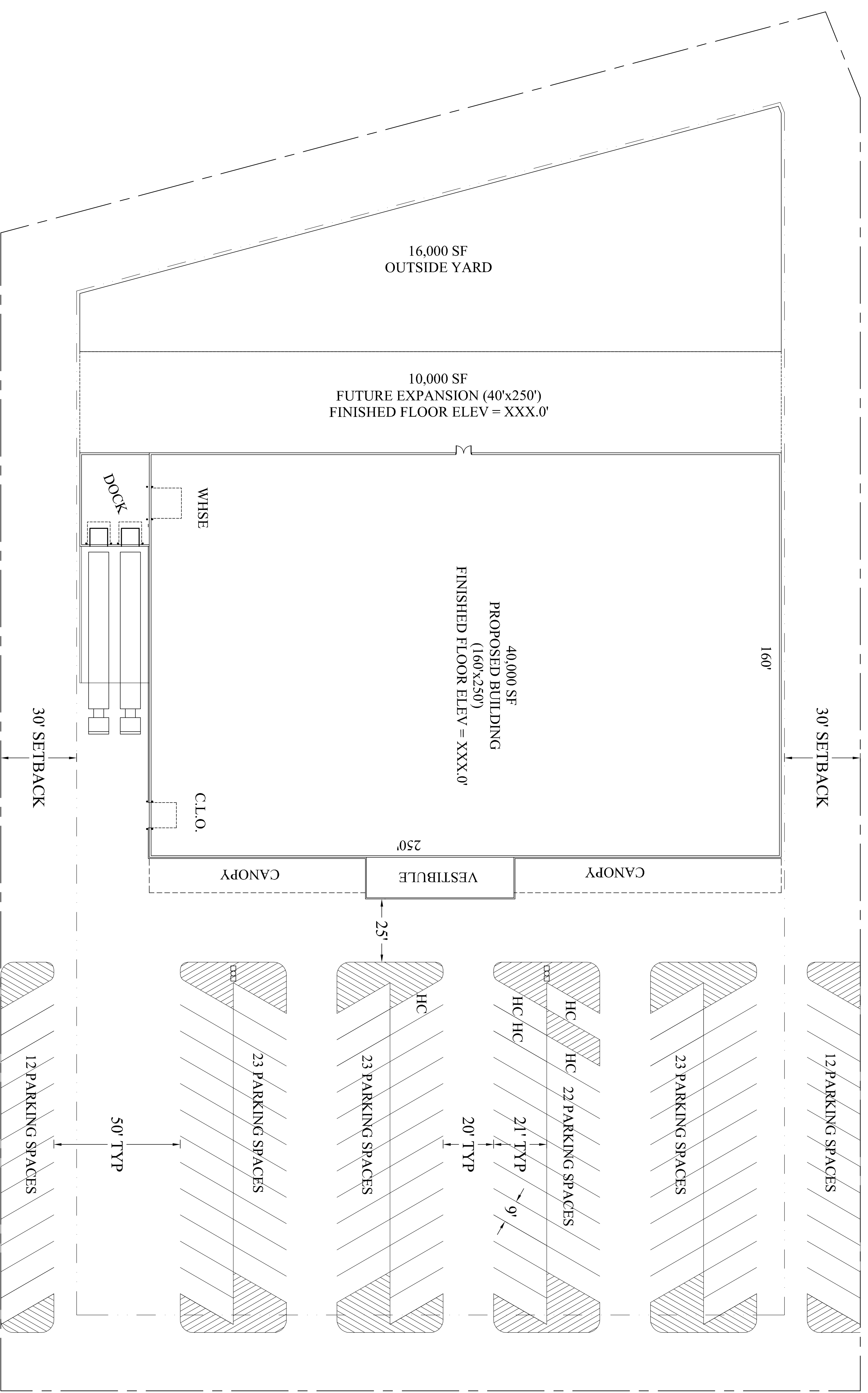
Approval of the following actions for property commonly known as the "Old Middle School" and bounded by Main Street, Washington Street, South Maple Street, and East Grand Street:

- a. Pass the Resolution amending the Monticello Urban Renewal Plan to include the Theisen's Home Farm Auto store project;
- b. Pass the Resolution Approving the Development Agreement with Theisen's Real Estate LLC;
- c. Pass the Ordinance Rezoning the Subject Property from "School Owned" to "C-1" General Business

is recommended.

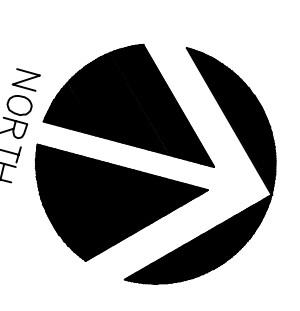
Council may wish to consider waiving the 2nd Reading and approving the rezoning ordinance, as this project will have had 4 public hearings and has been discussed extensively at the School Board, P&Z Board, and now the City Council meetings.

THEISENS - PRELIM SITE PLAN
XXX DRIVE
ANY CITY, WI 5XXXX



PRELIMINARY SITE PLAN - OPTION 3 (160X250)

Scale: 1" = 20'-0" (24x36)
XXX PARKING STALLS (X HANDICAP, XXX STD)

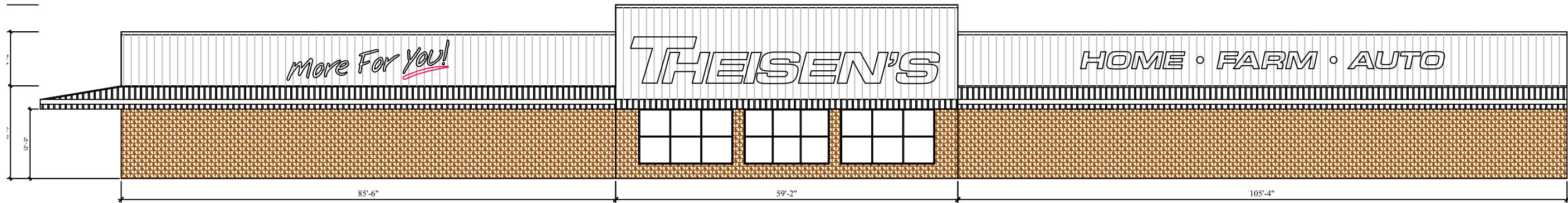


No.	Revision/Date	Date

THEISENS GROUP
4281 Glenview Rd
Bristol, WI 53513

THEISENS GROUP
ANY CITY, WI

THEISENS GROUP
4281 Glenview Rd
Bristol, WI 53513
C1



More For You!

THEISEN'S

HOME • FARM • AUTO

85'-6"

59'-2"

105'-4"

7'-0"

12'-0"

DRAFT 6/14/23 OCT

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Monticello, Iowa (“City”), and Theisen Real Estate LLC (“Theisen”) as of the date(s) shown below, in the signature portion of this Agreement.

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

WHEREAS, the Monticello School District (“District”) owns a large former school building (“Building”) located on certain real property which is situated within the Urban Renewal Area and more specifically described on “**Exhibit A**” hereto (“Property”); and

WHEREAS, Theisen has entered into a purchase agreement with District to purchase Property and to thereafter demolish Building and construct a new retail store of approximately 35,000-40,000 square feet on Property (“Project”); and

WHEREAS, City and Theisen (“Parties”) find Project to be in the best interest of the Parties and the community as a whole; and

WHEREAS, after construction of Project, Theisen is responsible for the payment of the property taxes and has requested tax increment financing assistance with respect to the Project, to offset investment tied to Project, same being an Economic Development project in a Commercial area; and

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

1. That a public purpose will reasonably be accomplished by the provision of tax incentives, grants, and other financial assistance to Theisen, including the retention of existing jobs, anticipated new/additional jobs, and the expansion of the tax base of the community; and
2. That Project will provide an increase in the existing property tax base whether a portion of the tax payments are rebated or not; and
3. That the proposed retail use will retain and create jobs, provide local option sales tax proceeds, and provide needed goods and services to the citizens of Monticello; and

4. The Council has considered the overall impact the Project will have on the community, including but not limited to the general benefits of a new, notably larger, Theisen's store, retention and addition of employees, anticipated increases in local option sales tax, increased property valuation and property tax receipts, and new uses for existing Theisen's storefronts and properties, and finds that said benefits warrant and justify the incentives and easily outweighs the taxes and other benefits proposed to be paid and/or rebated under the terms of this Development Agreement.

NOW THEREFORE, the parties hereto agree as follows:

A. City Agrees:

1. Environmental Remediation/Demolition Grant:

- a. Environmental Remediation/Demolition: City agrees to reimburse Theisen's, by TIF Grant, the total sum of \$170,000.00 towards asbestos removal, and to the extent any portion thereof is not used for asbestos removal, towards the abatement of other environmental contamination (if any) and/or demolition expenses upon proper proof of the payment of invoices related thereto.
- b. If environmental contamination is found to exist in Building or on Property, the cost of removal of which will exceed any remaining balance of the above \$170,000.00 after payment of Asbestos Abatement expenses, Theisen's may request that City provide for additional TIF Grant funding, or other funding, to offset said additional environmental remediation expenses. City agrees to consider a request for additional funding for this purpose in good faith, given all the available information, with the goal of facilitating Project. Approved additional funding for excess costs may be granted by the City without formal amendment to this Agreement. Any additional funding is subject to approval by the City Council at that time.

2. **Property Tax Rebate Grant:** Upon Theisen fulfillment of its obligations under this Agreement to construct and occupy Project as described above, and in Paragraph B, Section 3 below, City agrees to reimburse Theisen, in one or more lump sums, for the total amount of all property taxes paid between the date on which Theisen takes title to Property and the date on which Theisen receives an occupancy permit for the Project.. Any request for a rebate payment consistent herewith shall be submitted with Theisen first request for a rebate under the rebate schedule set forth in Paragraph 3 "Property Tax Rebate Payments" below, and second request if appropriate, to be certified by the City at that time for rebating in the next fiscal year. City further agrees not to levy any special assessments between the date on which Theisen closes on the property and the date on which Theisen receives an occupancy permit to occupy and operate the Project.

3. **Property Tax Rebate Payments.** In recognition of the mutual agreements and obligations set out in this Agreement, City agrees to make twenty (20) semi-annual economic development tax increment payments (the "Rebate Payments") to Theisen, pursuant to Chapters 15A and 403 of the Code of Iowa and as described below, provided,

however, that the aggregate total amount of the Payments shall not exceed \$500,000.00 (The “Maximum Payment Total”), and all payments under this Agreement shall be subject to annual appropriation by the City Council, as further described herein.

This Agreement is based upon the agreed upon minimum assessment of \$1.75 million dollars appearing on the tax rolls as of Project completion, or January 1, 2026, whichever occurs first. Based thereon, the first tax payment to be paid by Theisen based upon the agreed upon Minimum Assessment valuation would be made in September, 2027. Accordingly, the Rebate Payments, to be paid on or about the 1st of December and the 1st of June each fiscal year, would commence on December 1, 2027 and continue thereafter until all 20 semi-annual payments have been made or until such earlier time as the aggregate amount of Total Payments (as hereinafter defined) made under this Agreement equals \$500,000.00 (Not including payments made pursuant to Section (A)(1) or (A)(2), above). All payments made under this Agreement shall be subject to annual appropriation by City as provided hereunder.

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

Each Rebate Payment shall be in an amount which represents a percentage (the “Annual Percentage”) of the Incremental Property Tax Revenues available to the City with respect to the Property during the 6 months immediately preceding each Payment date reduced by the Repayment Deduction (as hereinafter set forth). Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district physical plant and equipment levy and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly. The Annual Percentages shall be as follows:

Tax year 2026 valuation :	100% (Rebated in City FY 2027-2028)
Tax year 2027 valuation:	100% (Rebated in City FY 2028-2029)
Tax year 2028 valuation:	100% (Rebated in City FY 2029-2030)
Tax year 2029 valuation:	100% (Rebated in City FY 2030-2031)
Tax year 2030 valuation:	100% (Rebated in City FY 2031-2032)
Tax year 2031 valuation:	100% (Rebated in City FY 2032-2033)
Tax year 2032 valuation:	100% (Rebated in City FY 2033-2034)
Tax year 2033 valuation:	100% (Rebated in City FY 2034-2035)
Tax year 2034 valuation:	100% (Rebated in City FY 2035-2036)
Tax year 2035 valuation:	100% (Rebated in City FY 2036-2037)

4. **Security and Debt Certification.** The Total Payments shall not constitute general obligations of the City, but shall be made solely and only from incremental property taxes received by the City from the Jones County Treasurer which are attributable to the Property, in the case of the Rebate Payments.

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

If in any given fiscal year the City Council determines to not obligate the then-considered Appropriated Amount, City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and Theisen will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto; but the City shall be required to extend the term of this Agreement to achieve the minimum number of tax years to achieve ten fiscal years of Rebate Payments, unless Theisen is otherwise in default. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void and the Theisen may make future requests for appropriation.

In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, the City Clerk will certify by December 1 of each such year to the Jones County Auditor an amount equal to the most recently obligated Appropriated Amount.

It is the intention and desire of the City Council, upon the approval of this Development Agreement, that funds will be annually appropriated as contemplated herein absent a finding by the City Council of severe hardship to the City.

5. **Parking.** For purposes of calculating parking for the Project on the Property, the City agrees to classify the Project as a use with a parking requirement of one (1) parking stall for each 300 square feet, and shall not include any non-retail areas when making such calculations for the parking, such as storage areas, restrooms, lobby, employee areas/break rooms, and vestibules.

B. Theisen Agrees:

1. Theisen agrees to construct (or cause to be constructed), maintain and operate the Project on the Property in accordance with all City Codes and Ordinances, and shall use the completed facilities as a “Theisen’s” store throughout the term of this Agreement; except as follows:
 - a. City agrees that, between the time Theisen begins demolition on the Property and the issuance of an Occupancy Permit by the City, Theisen shall not be required to remove ice, snow, or otherwise maintain the existing public sidewalks on the Grand, Maple and Washington Street frontages of the Property, nor any parking lot or other paved surface, so long as Theisen has installed and continuously maintains security fencing on the outside of the sidewalks along those three sides of the property, and inside the sidewalk along South Main (Business 151);

- b. City agrees to remove snow and ice, and to otherwise maintain the public walk along South Main (Business 151) during this period; and
 - c. City agrees during this period prior to issuance of an Occupancy Permit for Project, that Theisen may occupy and use Property for the storage of inventory, greenhouses and greenhouse merchandise, equipment, and other Theisen owned personal property, and to otherwise conduct temporary or “pop-up” stands or other Theisen’s store operations.
2. Theisen agrees to make timely payment of all property taxes as they come due with respect to the Property and to submit a receipt or cancelled check in evidence of each such payment, for the City’s use in considering the annual TIF Certification and appropriation related to scheduled rebate payments as set forth previously herein.
3. Theisen further agrees:
 - a. To begin demolition of the Building within one (1) year of the approval of this Agreement, (or upon possession of the Property by the Theisen, whichever comes later), and to diligently prosecute the same to completion;
 - b. To complete construction of the Project and receive an occupancy permit from City within three (3) years of the Effective Date of this Agreement.
 - c. To provide on-site storm water control and develop the property in accordance with all City Ordinances.
4. Theisen agrees to certify to the City by no later than October 15th of each year after the building is completed and occupied, an amount (The “Theisen Estimate”) equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by:
 - a. Determining the consolidated property tax levy (City, County, School, Etc.) then in effect with respect to taxation of the Property;
 - b. Reducing the Consolidated Tax Rate by the following to create an “Adjusted Levy Rate”:
 - i. the debt service levies of all taxing jurisdictions, and
 - ii. the school district instructional support and physical equipment plant levies, and
 - iii. any other levies which are required to be exempted from such calculation by action of the Iowa General Assembly.

- c. Multiplying the resulting Adjusted Levy Rate by any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Jones County, resulting in the “Estimated Incremental Property Tax Revenues”, and then
- d. Deducting property tax credits, if any, applicable to the Property from the “Estimated Incremental Property Tax Revenues”, to create the “Actual Incremental Property Tax Revenues”.

The calculations resulting in Theisen Estimate will be set forth on the worksheet attached hereto, marked “**Exhibit B**”, and submitted to the City for review. The City reserves the right to review and request revisions to Theisen Estimate to ensure the accuracy of the figures submitted. Any disagreement with regard to the calculations used to arrive at Theisen Estimate, and/or the final estimate itself, that cannot be resolved by the Parties after thirty (30) days, shall be decided by a mutually agreed upon third-party independent accountant qualified to make such calculations. The City will provide reasonable assistance to Theisen in the completion of this worksheet upon request.

- 5. **Minimum Assessment Agreement.** Theisen and City agree to enter into an “Assessment Agreement” in substantially the form attached hereto, marked “**Exhibit C**”, pursuant to §403.6 of the Iowa Code fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the proposed project, at not less than one-million seven-hundred fifty thousand dollars (\$1,750,000), hereafter referenced as the “Minimum Assessed Valuation” as of the issuance of an Occupancy Permit by City to Theisen or January 1, 2026, whichever occurs first,(the ”First Valuation Date”). It is the stated intention of Theisen that the Minimum Assessed Valuation shall be established on the Jones County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall remain in effect throughout the Term of this Agreement, as hereinafter defined.

C. Parties Agree:

- 1. **Property owned by Theisen.** Regarding property owned by Theisen, described as Tax Parcel ID Numbers 0222358003 and 0222358009, Theisen and City agree as follows:
 - a. Theisen will use commercially reasonable efforts to enter into and consummate the sale of said parcels to a third party.
 - b. In the event such sales cannot be completed prior to the completion of Project and receipt of an occupancy permit for and in relation to Project, City agrees to purchase said parcels from Theisen in the amount of \$243,290.00, the current assessed value.
- 2. The Parties recognize that there would be a number of steps required by the City to close on the purchase of the above parcels, and to that end agree that closing on said purchase would occur within one-hundred-eighty (180) days of the City receiving notice from Theisen that it did not sell said parcels prior to Project completion and receipt of an occupancy permit.

D. Default Provisions

1. Default Provisions. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:
 - a. Failure by the Theisen to own and maintain the Project pursuant to the terms and conditions of this Agreement.
 - b. Failure by the Theisen to fully and timely remit payment of property taxes when due and owing.
 - c. Failure by the Theisen to maintain a retail use in the Property, such as using the property for manufacturing, storage, residential dwellings, or similar purpose.
 - d. Failure of the Theisen to comply with Sections B(1) through B(5) of this Agreement.
 - e. Failure of the City to comply with Sections A(1) through A(5) of this Agreement.

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

- a. Pursue any action available to it, at law or in equity, in order to enforce the terms of this agreement.
- b. Withhold the Payments provided for under Section B.

E. Administrative Provisions

1. Effective Date: The Effective Date of this Agreement shall be the date on which the Mayor executes same, after City Council approval hereof by Resolution.
2. Amendment and Assignment: This Agreement may not be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby grants permission that Theisen rights to receive the Payments hereunder may be assigned by Theisen to a holding company or related entity, private lender, or other party as security on a credit facility taken with respect to the Project, without further action on the part of the City.
3. Successors: This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

4. Term: The term of this agreement shall commence on the Commencement Date and end after payment of the anticipated 20 semi-annual payments or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.
5. Choice of Law/Jurisdiction: This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa and Jurisdiction of any disputes shall lie with the Jones County District Court.
6. Force Majeure: Neither Party is responsible for any failure to perform its obligations or to satisfy a condition under this agreement upon the occurrence of a Force Majeure Event. When the nonperforming party is able to resume performance or satisfy the conditions, it will promptly give the other party written notice to that effect and shall resume performance under this agreement. For the purposes of this agreement, a “Force Majeure Event” is an act or event that (i) prevents the nonperforming party from performing its obligations under this agreement or satisfying any conditions to the performing party under this agreement; (ii) is beyond the reasonable control of and not the fault of the nonperforming party; and (iii) is beyond the nonperforming party’s ability to avoid or overcome by the exercise of commercially reasonable due diligence. A Force Majeure Event includes the following, without limitation: an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism, or civil disorder; extraordinary shortages in labor or materials; a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not); exceptional weather conditions; and discontinuation of electricity supply or other necessary utilities to the Property.
7. Condition Prerequisite: This Agreement is contingent upon Theisen acquisition of the Property. If Theisen fails to acquire the Property on or before December 31, 2023, this Agreement shall be considered null and void, unless extended by mutual agreement of the Parties.

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

**BALANCE OF PAGE LEFT BLANK
INTENTIONALLY**

SIGNATURE PAGE TO FOLLOW

Signed and dated this ____ day of _____, 2023.

CITY OF MONTICELLO, IOWA

By: _____
Dave Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk

Signed and dated this ____ day of _____, 2023.

THEISEN REAL ESTATE, L.L.C.

By: _____
Chris Theisen, _____

State of Iowa)
)§
County of Jones)

On this date, before me the undersigned, Notary Public in and for the State of Iowa, personally appeared Dave Goedken and Sally Hinrichsen, Mayor and City Clerk, respectively, for the City of Monticello, known to me to be the identical persons named herein, who swore and affirmed that they executed the above and foregoing Agreement, with the authority of the Monticello City Council, as an expression of the voluntary act and deed of the City and them personally.

Notary Public, State of Iowa

State of Iowa)
)§
County of Jones)

On this date, before me the undersigned, Notary Public in and for the State of Iowa, personally appeared Chris Theisen, _____ of Theisen Real Estate, LLC, known to me to be the identical person named herein, who swore and affirmed that he executed the above and foregoing Agreement, with the full authority and consent of the Corporation, as an expression of the voluntary act and deed of the Corporation and him personally.

Notary Public, State of Iowa

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

(TBD) The block surrounded by South Maple Street, East Grand Street, South Main Street and East Washington Street, in the City of Monticello, County of Jones, State of Iowa.

EXHIBIT B

THEISEN ESTIMATE WORKSHEET

- 1) Date of Preparation: _____
- 2) Taxable Valuation of the Property as of _____, 202____;
\$ _____
- 3) Base Taxable Valuation of the Property for purposes of the Agreement (September __, 2022) \$ 25,000
- 4) Incremental Taxable Valuation of the Property (2 minus 3) \$ _____
- 5) Current City Fiscal Year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the Adjusted Levy Rate) \$ _____ per \$1000
- 6) The TIF Value (4) factored by the Adjusted Levy Rate (5);
\$ _____ x \$ _____ / 1000 = \$ _____ (TIF Estimate)
- 7) Property Tax Credits \$ _____
- 8) TIF Estimate (6) less Property Tax Credits (7) \$ _____ (Owner's Estimate)

EXHIBIT C

MINIMUM ASSESSMENT AGREEMENT

DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Theisen)

Monticello, Iowa

August 7, 2023

A meeting of the City Council of the City of Monticello, Iowa, was held at the Monticello Renaissance Center, Community Media Room, Monticello, Iowa, 6:00 o'clock p.m., on August 7, 2023 pursuant to the rules of the Council.

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

Present: .

Absent:

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

Ayes: .

Nays: .

Abstained: .

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

RESOLUTION NO.

Approving Development Agreement between
City of Monticello and Theisen Real Estate LLC

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

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

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with Theisen Real Estate LLC (the “Developer”) with respect to the construction of a new retail store of approximately 35,000-40,000 square feet on property located at 217 South Maple Street, and described as: The block surrounded by South Maple Street, East Grand Street, South Main Street and East Washington Street, in the City of Monticello, County of Jones, State of Iowa, and

WHEREAS, the Development Agreement would provide financial incentives to the Developer in the form of incremental property tax payments rebates to the Developer under the authority of Section 403.9(1) of the Code of Iowa, rebating a portion of real estate taxes paid for a number of years, and

WHEREAS, the City Council scheduled a public hearing on the proposed Development Agreement for tonight’s meeting, August 7, 2023 at 6:00 p.m., and

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

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Monticello, Iowa, on this 7th day of August, 2023, by the approval of this Resolution, does hereby approve the proposed Development Agreement and incentives offered therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 7th day of August, 2023.

David Goedken, Mayor

Attest: _____
Sally Hinrichsen, City Clerk/Treasurer

The City of Monticello, Iowa

RESOLUTION

Approving Amendment to Monticello Urban Renewal Plan to include Development Agreement and Economic Incentives to Theisen Real Estate LLC

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

WHEREAS, The Council, being duly advised, has determined it appropriate and desirable to amend the Urban Renewal Plan to include the provision of incentives to be paid to Theisen Real Estate LLC (Developer) consistent with a previously approved Development Agreement in return for the construction of a new retail store of approximately 35,000-40,000 square feet on property located at 217 South Maple Street, and described as: The block surrounded by South Maple Street, East Grand Street, South Main Street and East Washington Street, in the City of Monticello, County of Jones, State of Iowa, and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council in session this 7th day of August, 2023, that the proposed amendment to the Monticello Urban Renewal Plan, 2023 Plan Amendment #1, the same being in the form attached to this resolution, approving an amendment to the plan to provide incentives to the Developer in return for the construction of the proposed a new retail store of approximately 35,000-40,000 square feet as set out fully in a Development Agreement between the Developer and the City approved by Resolution No.2023-_____ on August 7, 2023.

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 7th day of August, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

ORDINANCE NO.

An ordinance amending the Monticello Code of Ordinances, by amending Chapter 165
“ZONING REGULATIONS” and amending the Official Zoning Map

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

SECTION 1. The property located at 217 South Maple Street, and described as: The block surrounded by South Maple Street, East Grand Street, South Main Street and East Washington Street, in the City of Monticello, County of Jones, State of Iowa, is hereby rezoned from “School Owned” to C-1 General Commercial.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved by the City Council in session this 7th day of August 2023.

David Goedken, Mayor

ATTEST:

Sally Hinrichsen, City Clerk/Treasurer

I certify that the foregoing document was published as Ordinance No. _____ on the _____
of _____, 2023.

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 08/02/2023
Preparer: Russell Farnum



Agenda Item: # 8-10 & 14
Agenda Date: 08/07/2023

Communication Page

Agenda Items Description: Set Hearing to Amend Urban Revitalization Plan to include the “BR5 Workforce Housing” project, Public Hearing on proposed Development Agreement, and PH/Ordinance on rezoning property to “R-3” Multiple Family Residential from “C-1” General

<u>Type of Action Requested:</u> Ordinance					
<u>Attachments & Enclosures:</u> Resolution setting Hearing Draft Development Agreement Rezoning Ordinance Site Plan and building elevations	<u>Fiscal Impact:</u> Budget Line Item: <table border="1" style="width: 100%;"><tr><td> </td></tr></table> Budget Summary: <table border="1" style="width: 100%;"><tr><td> </td></tr></table> Expenditure: <table border="1" style="width: 100%;"><tr><td> </td></tr></table> Revenue: <table border="1" style="width: 100%;"><tr><td> </td></tr></table>				

Synopsis:

Brian Ridge, owner of BR3 development (which developed the Dollar Fresh project) is interested in constructing a 12-unit apartment building on the additional lot east of Dollar Fresh. The holding company for this project is now “BR5 LLC” instead of BR3. The proposal is to construct “workforce” housing through the Iowa Economic Development Workforce Housing Tax Credit program.

BR5 has been working with Staff to negotiate a development agreement with the City pertaining to the details of the project, which was to include a TIF Rebate, however, new State requirements have made TIF virtually unworkable for residential projects. However, the Urban Revitalization tax abatement program offers a strong tool, so we changed to that approach. In addition, the property needs to be rezoned to R-3 to accommodate the construction of the proposed 12 multiple family apartments.

The developer is asking for a 10-year, 100% tax abatement through the City’s Urban Revitalization program. The two reasons for this increased amount (above the City’s current 5-year program) are the State residential value rollbacks and the higher interest rates and material cost of new construction. The 10-year abatement value would be about \$ 275,000 depending upon the final assessment. This is about 12-15% of the overall project cost. In order to offer this incentive to the developer, the City must amend Chapter 10 of the Municipal Code, and adopt a new Urban Revitalization Area for this project.

Background:

This property is a 1.25 acre lot located on East 1st Street, at the north end of Locust. When BR3 submitted the Final Plat of BR3 subdivision for approval by the City, they reserved ownership of this additional lot for future development.

The engineering plans that were approved as part of this subdivision only addressed development of the Dollar Fresh site, which is on Lot 1 of the subdivision. Although some grading work and other improvements were completed on Lot 2, there was neither a site plan nor civil engineering plans submitted for the subject property. Therefore, there is not sufficient information provided to address concerns such as flood plain, service locations, curb cut, building location, parking, or any other details at this time. The developer will have to provide that information as an engineered site plan prior to development. The State Workforce funding for this project is still unknown, but the Developer wants to proceed as he wants to construct the project anyway. Conceptual plans are attached for consideration.

The lot is split between C-1 General Commercial, and C-2 Central Commercial zoning. The developer is asking to rezone to “R-3” Multiple Family Residential and Condominium District.



Proposed site outlined in green

The proposed R-3 zoning is appropriate. In considering a zoning map amendment, the following factors are considered:

1. The proposed zoning complies with the Comprehensive Plan;
2. The proposed zoning complies with the purpose and nature of the Zoning Ordinance;
3. The proposed zoning will not negatively impact the property values nor use and enjoyment of the adjacent and/or nearby properties;
4. The suitability of the property for the proposed use.

The Comprehensive Plan speaks little about redevelopment in existing neighborhoods, rather focusing the bulk of its recommendations on the new development areas. However, this project will support several of the community goals reflected in the Plan, including the following:

- Increase the amount of retail...with a focus on retaining economic vitality in the City’s downtown area.
- Assure that the community grows in a unified manner with a high degree of connectivity among neighborhoods

The City’s Land Use Plan calls for this area “Industrial”, in recognition of the former Energy Manufacturing facility that was located on the site prior to the BR3 redevelopment of the property. As an infill redevelopment project, this project will not require any new streets or infrastructure. The location is very walkable to all necessary services. The location is close to downtown, which will help

support activity and shopping the heart of the community. In addition, the property is surrounded by acres of parks and open space, allowing for plenty of recreational activities.

The proposed zoning, as R-3 Multiple Family Residential and Condominium, complies with the intent and purpose of the Zoning Ordinance. The purpose of the R-3 District is:

“This district is intended to provide for multiple-family residential development. It may include a range of residential uses from one-family to high rise apartment buildings. The principal land use is a residential apartment-type dwelling.”

The proposal is a residential apartment-type building.

The proposed use will not negatively impact property values nor the use or enjoyment of adjacent or nearby properties. There are no nearby single-family homes, and the nearby commercial uses will benefit from having additional customers.

The property is served with water and sewer mains and storm sewer. The site was previously heavily covered with impervious surfaces, and the necessary storm water drainage for this redevelopment can be easily provided. Pending final engineering, the conceptual site plan (attached) looks very workable.

This property is located in the flood fringe, which allows for cut-and-fill development with the flood plain elevations accounted for as part of the development project. The lowest floor elevation needs to be at least one foot above the base flood elevation. The plans verify compliance with this requirement.

Recommendation:

The following actions are recommended, at this time, for property commonly known as the “BR5 Workforce Housing Project” and located on Lot 2 of BR3 Subdivision:

- a. Hold the Public Hearing and **postpone action** on the draft Development Agreement (Agenda Item 8);
- b. Hold the Public Hearing and **approve** the Ordinance Rezoning the Subject Property from “C-1” General Business and “C-2” Business to “R-3” Multiple Family Residential (Agenda Items 9 and 10);
- b. **Approve** the Resolution setting a public hearing to amend the Monticello Urban Revitalization Plan to include the BR5 Workforce Housing project (Agenda Item 14).

As the construction season begins to dwindle, Council may wish to give consideration to waiving the 2nd Reading and approve the Ordinance rezoning the property, so the developer could get his permits in line and get the project underway.

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Monticello, Iowa (the “City”) and BR5 LLC (the “Developer”) as of the ___ day of _____, 2023.

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

WHEREAS, the Developer owns certain real property which is situated within the Urban Revitalization Area generally described as Lot 2 of BR3 Subdivision, with a full legal description in Exhibit A (the “Property”), and the Developer will undertake the construction of a 12-unit Workforce Housing apartment building (the “Project”) on the Property; and

WHEREAS, the Developer has requested tax abatement assistance with respect to the Project for Residential Development; and

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

1. That a public purpose will reasonably be accomplished by the provision of tax incentives, grants, and other financial assistance to BR5 LLC, including providing housing for the workforce which is necessary for the retention of existing and provision of new jobs, and an expansion of the tax base of the community, and
2. That the construction of 12 apartment units will provide new tax base to the community, even if a portion of those taxes are abated for a period of time, and
3. That the residents that this will provide will work and buy goods in Monticello, providing local option sales tax proceeds, and helping sustain the local retail economy and industry, and
4. The Council has considered the overall impact the proposed development will have on the community, weighing the overall benefits of the business, and finds that the benefits to the Citizens, Local Businesses, and tax base of the City warrants and justifies the incentives and easily outweighs the amount of funds dispensed by way of and consistent with the terms of this Development Agreement.

WHEREAS, for these reasons, the City finds that Residential Development is a necessary component of a good overall economic development strategy; and

NOW THEREFORE, the parties hereto agree as follows:

1. The Developer agrees to petition to rezone the property to R-3 Multiple Family Residential, obtain appropriate permits and construct (or cause to be constructed) and

maintain the Project on the Property, and to use the completed facilities for 12 units of workforce housing throughout the term of this Agreement.

2. The Developer agrees to make timely payment of all property taxes as they come due throughout the term of this Agreement with respect to the Property and to submit a receipt or cancelled check in evidence of each such payment.

3. Minimum Assessment Agreement: The Developer and City agree to enter into an "Assessment Agreement" in substantially the form attached hereto, marked Exhibit B, pursuant to §403.6 of the Iowa Code fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the proposed project, at not less than one-million six-hundred thousand dollars (\$1,600,000), hereafter referenced as the "Minimum Assessed Valuation" as of the completion of the Project (the "First Valuation Date"). It is the stated intention of the Developer that the Minimum Assessed Valuation shall be established on the Jones County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. It is further declared the intention of the Developer that the rollback shall apply to the minimum assessed valuation, thereby making the Taxable Value of the property a minimum of 54% of the \$1,600,000, or \$864,000. The Assessment Agreement shall remain in effect throughout the Term of this Agreement, as hereinafter defined.

4. The term of this Agreement shall commence upon approval by the City Council, and shall continue through a term of ten (10) years following the date of occupancy of the Project.

5. This Agreement may not be amended or assigned by either party without the written consent of the other party.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

6. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

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

CITY OF MONTICELLO, IOWA

By _____
Dave Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk

_____, for BR5 LLC,
Its _____

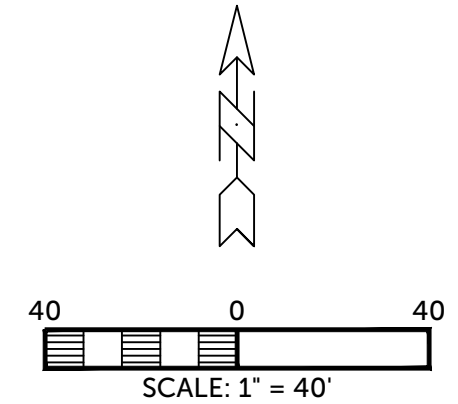
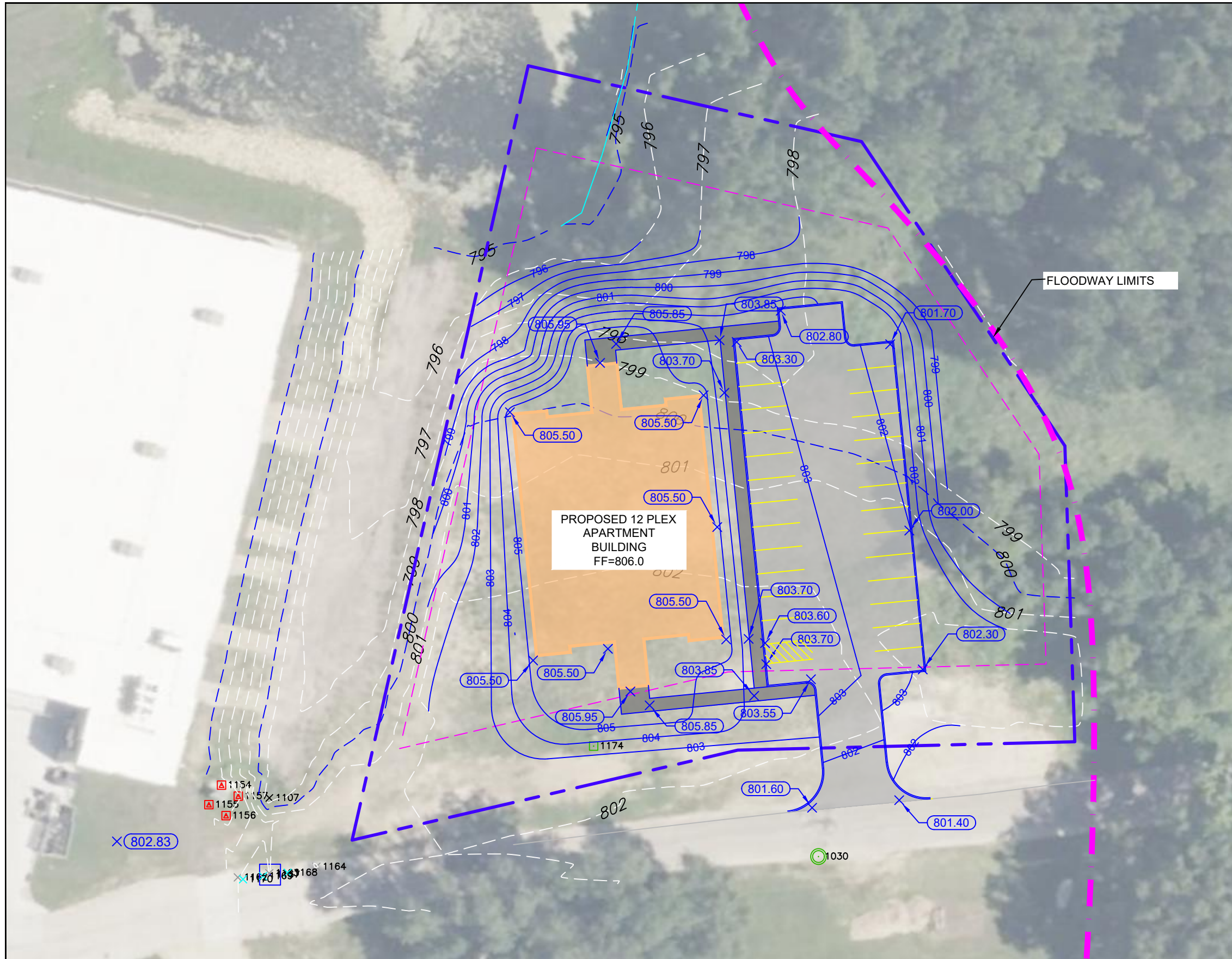
EXHIBIT A

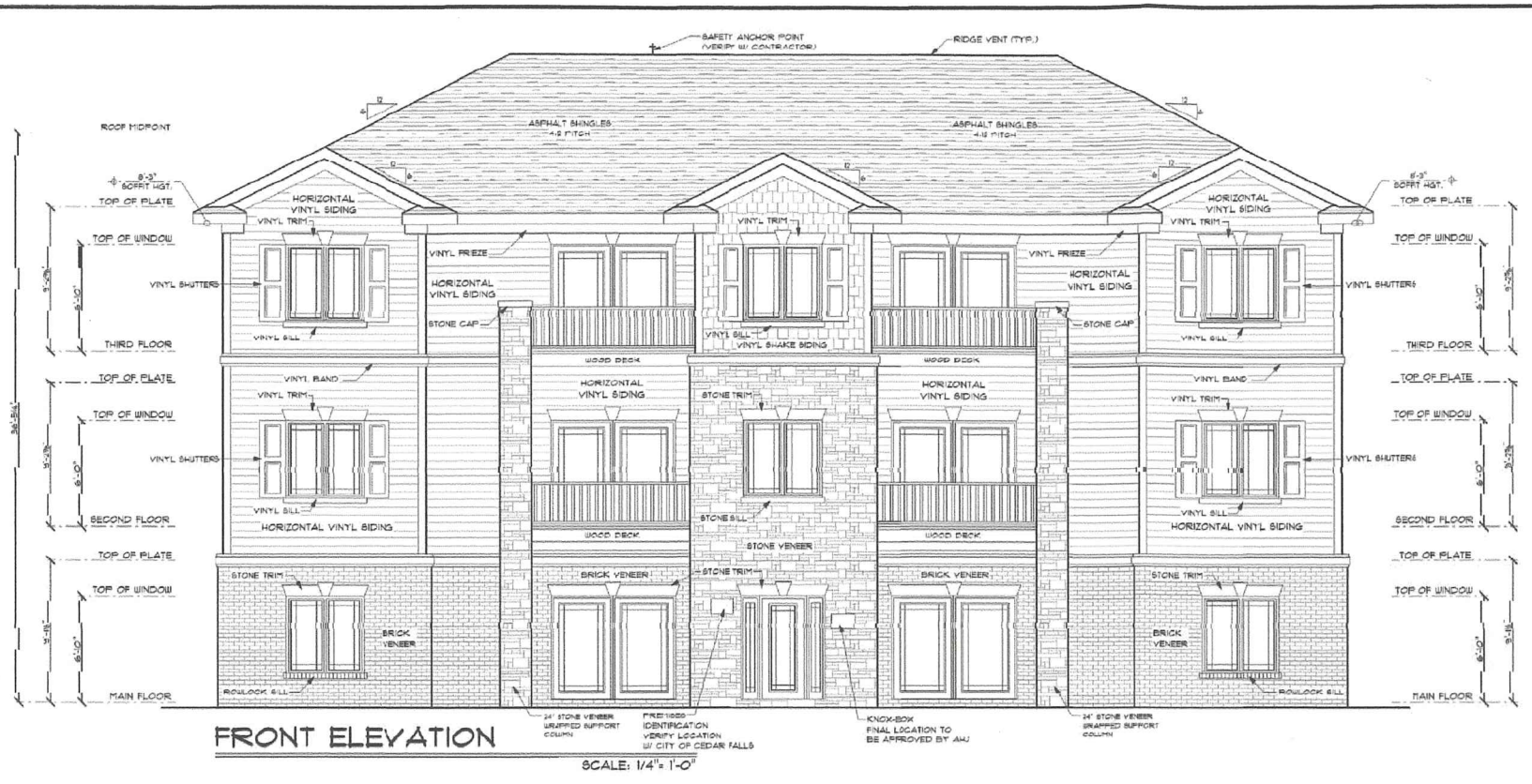
LEGAL DESCRIPTION OF THE PROPERTY

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

Lot 2 of BR3 Subdivision, a subdivision consisting of Lots 41, 43, 45, 47, 48, 49, 50, 51, Part of Vacated Second Street, Part of Vacated Locust Street, Vacated Alley between Lots 43 & 45 in the Original Town of Monticello, Lot 150 and part of Lot 149 of Irregular Plat of Monticello, Lot 1 of Energy Company Place, and Part of First Street in Sections 22 & 27, T86N, R3W of the Fifth P.M., in the City of Monticello, County of Jones, State of Iowa.

Having Parcel Index Number 0223379011.





FRONT ELEVATION
SCALE: 1/4" = 1'-0"

BUILDING CODE REVIEW:

2009 IBC	4810 SQ. FT. x 3 STORIES = 0.820 SQ. FT.
TOTAL BUILDING SIZE	
CONSTRUCTION TYPE	TYPE V-B
LOCATION ON PROPERTY	REFER TO SITE PLANS AS PROVIDED BY CIVIL ENGINEERS
OCCUPANCY CLASSIFICATION (CHAPTER 5)	GROUP R-3
OCCUPANT LOAD (TABLE 1004.1.1)	RESIDENTIAL: 200 GROSS / OCCUPANTS + 21 PER FLOOR
ALLOWABLE AREA + HGT. (TABLE 503)	GROUP R-3 SPRINKLED (N/PAIR) - 3 STORY MAXIMUM 60'-0" HEIGHT MAX.; 1000 SQ. FT. MAX AREA PER FLOOR N/A
AREA SEPARATION (TABLE 202.2.2)	
EXIT TRAVEL DISTANCE (TABLE 1030.1)	GROUP R-3 250 FEET MAX IN SPRINKLED BLDG / ACTUAL DISTANCE: 33'-0"
REQUIRED EXITS (TABLE 1031.1)	(2) REQ'D
EXITS PROVIDED	(2) PROVIDED
SPRINKLER SYSTEM REQ'D (CHAPTER 9)	SPRINKLER SYSTEM IS REQ'D (N/PAIR)
EMERGENCY EXIT LIGHTING (TABLE 1006.1)	REQ'D AS PER SECTION / SEE PLAN FOR PLACEMENT
FIRE EXTINGUISHERS (SECTION 904)	REQ'D AS PER SECTION + INTERNATIONAL FIRE CODE / SEE PLANS
HANDICAP ACCESSIBLE REQUIREMENTS (CHAPTER 11)	GROUP R-3 / (4) "TYPE B" REQ'D / (4) PROVIDED @ MAIN FLOOR
INTERIOR FINISHES (TABLE 803.5)	GROUP R-3 / CLASS "C" SMOKE + FLAME SPREAD

MATERIALS NOTES:

- IT IS THE OWNER OR CONTRACTOR'S RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO PREVENT AGAINST THE BUILD-UP OF MOISTURE OR MOLD.
- CONSTRUCTION MATERIALS REFERENCED HEREIN ARE FOR INFORMATION PURPOSES ONLY AND MAY NOT COMPLY WITH YOUR LOCAL, COUNTY OR STATE REGULATIONS. OWNER OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CHECK AND SELECTION OF ALL CONSTRUCTION MATERIALS.
- FLASHINGS TO BE INSTALLED AS FOLLOWS:
- AT WALL AND ROOF INTERSECTIONS
- AT WINDOW, DOOR AND PORCH ENTRIES
- AT ROOF DRAINAGE MATERIAL CHANGES, ETC.
- ICE PROTECTION:
- 2 LAYERS OF INSULATION COMBINED TOGETHER OR OF A SELF-ADHERING POLYMER FLOORING BUTYLSHIMT EXTENDED WITH THE DRAINAGE TO A POINT AT LEAST 6" BEYOND THE EXTERIOR GULL LINE OF THE BUILDING.
- ROOF DRAINAGE:
- COLLECT AND DISCHARGE ALL ROOF DRAINAGE TO THE GROUND SURFACE AT LEAST 5 FEET FROM FOUNDATION WALLS OR TO AN APPROVED DRAINAGE SYSTEM.
- ROOF GIRDERS:
- VERIFY HELL HIGTS ON TRUSSES. ALL HELL HIGTS MAY NOT BE THE SAME.
- WALL HELL + RAFTERS AREAS MAY NEED TO BE ADJUSTED UP OR DOWN TO MATCH HELL + RAFTERS AREA. SEE TABLES. MATCH UP, VERIFY HELL HTS. BY TRUSS PIN.
- ROOF VENTILATION:
- PROVIDE RIDGE VENTS AND AIRINT VENTS AS REQ'D BY CODE.



REAR ELEVATION
SCALE: 1/4" = 1'-0"

ORDINANCE NO.

An ordinance amending the Monticello Code of Ordinances, by amending Chapter 165
“ZONING REGULATIONS” and amending the Official Zoning Map

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

SECTION 1. The property described as Lot 2 of BR3 Subdivision, and legally described as: Lot 2 of BR3 Subdivision, a subdivision consisting of Lots 41, 43, 45, 47, 48, 49, 50, 51, Part of Vacated Second Street, Part of Vacated Locust Street, Vacated Alley between Lots 43 & 45 in the Original Town of Monticello, Lot 150 and part of Lot 149 of Irregular Plat of Monticello, Lot 1 of Energy Company Place, and Part of First Street in Sections 22 & 27, T86N, R3W of the Fifth P.M., in the City of Monticello, County of Jones, State of Iowa, is hereby rezoned from C-1 General Commercial to R-3 Multiple Family Residential.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved by the City Council in session this 7th day of August 2023.

David Goedken, Mayor

ATTEST:

Sally Hinrichsen, City Clerk/Treasurer

I certify that the foregoing document was published as Ordinance No. _____ on the _____
of _____, 2023.

Sally Hinrichsen, City Clerk/Treasurer



Pay Request

Date: Friday, July 14, 2023

Project: Construct Connector Taxiway - MXO

To: City Council

From: HDR

Subject: Pay Request # 03

Dear Council,

Enclosed for your review and approval is Pay Request No. 03 for the above referenced project. We have reviewed this pay request and find it to be in agreement with the work completed to date.

We have also reviewed improvements associated with the project referenced above and find the improvements to be acceptable and in general conformance with the contract documents. Acceptance of Pay Request No. 03 is recommended for this project in the amount of \$184,974.50 to Boomerang, Corp.

If you have any questions or comments regarding this project, please feel free to contact me at 402-392-6918.

Sincerely,

HDR

Matthew J Wilke, P.E.

Aviation Engineer

Enclosure: Pay Request No. 3

cc: Keegan Parizek, Boomerang Corp.

The City of Monticello, Iowa

RESOLUTION

Approving Pay Request #3 related to the Monticello Airport Taxiway Connector project, to Boomerang in the amount of \$184,974.50

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

WHEREAS, Boomerang was awarded the bid to construct the Taxiway Connector at the Monticello Airport on April 7, 2022, Resolution #2022-56, and

WHEREAS, The City Engineer, HDR Engineering has reviewed the third pay request from Boomerang related to said project and recommends that it be paid in the amount of \$184,974.50, and

WHEREAS, The Council finds, based upon the recommendation of the City Engineer, that said pay request should be approved.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve Pay Request #3 from Boomerang and authorizes payment in the amount of \$184,974.50.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 7th day of August, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

Contractor's Application for Payment

Owner: <u>City of Monticello, Iowa</u>	Owner's Project No.: <u>-</u>
Engineer: <u>HDR</u>	Engineer's Project No.: <u>10332168</u>
Contractor: <u>Boomerang</u>	Contractor's Project No.: <u>-</u>
Project: <u>Construct Taxiway Connector</u>	
Contract: <u>FAA AIP 3-19-0061-012-2022</u>	
Application No.: <u>03</u>	Application Date: <u>7/14/2023</u>
Application Period: From <u>6/1/2023</u> to <u>6/30/2023</u>	

1. Original Contract Price	\$ 933,655.00
2. Net change by Change Orders	\$ 11,157.00
3. Current Contract Price (Line 1 + Line 2)	\$ 944,812.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 569,435.30
5. Retainage	
a. <u>5%</u> X \$ 557,183.00 Work Completed =	\$ 27,859.15
b. <u>5%</u> X \$ 12,252.30 Stored Materials =	\$ 612.62
c. Total Retainage (Line 5.a + Line 5.b)	\$ 28,471.77
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 540,963.53
7. Less previous payments (Line 6 from prior application)	\$ 355,989.03
8. Amount due this application	\$ 184,974.50
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 403,848.47

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Boomerang Corp

Signature: *Keegan Parizek* **Date:** 07/14/2023

Recommended by Engineer	Approved by Owner
By: <u>Matt Wilke</u>	By: _____
Title: <u>Engineer of Record</u>	Title: _____
Date: <u>7/14/2023</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Monticello, Iowa	Owner's Project No.:	-
Engineer:	HDR	Engineer's Project No.:	10332168
Contractor:	Boomerang	Contractor's Project No.:	-
Project:	Construct Taxiway Connector		
Contract:	FAA AIP		

Application No.: 03 **Application Period:** From 06/01/23 to 06/30/23 **Application Date:** 07/14/23

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (I / F) (%)	L Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
40-05	Maintenance of Traffic	1	LS	\$9,000.00	9,000.00	0.75	6,750.00		6,750.00	75%	2,250.00
C-100-1	Contractor Quality Control Program (CQCP)	1	LS	\$10,000.00	10,000.00	0.70	7,000.00		7,000.00	70%	3,000.00
C-105-1	Mobilization	1	LS	\$175,000.00	175,000.00	0.75	131,250.00		131,250.00	75%	43,750.00
C-102-1	Management and Inspection of SWPPP	1	LS	\$4,000.00	4,000.00	0.75	3,000.00		3,000.00	75%	1,000.00
C-102-2	Installation, Removal and Replacement of Silt Fence	2,600	LF	\$2.00	5,200.00	2,279.00	4,558.00		4,558.00	88%	642.00
C-102-3	Stabilized Construction Entrance	230	SY	\$15.00	3,450.00	230.00	3,450.00		3,450.00	100%	-
C-102-4	Temporary Seeding and Mulching	2.5	AC	\$100.00	250.00	-	-		-	0%	250.00
C-102-5	Concrete Washout	1	LS	\$600.00	600.00	0.50	300.00		300.00	50%	300.00
C-102-6	Inlet Protection Device	3	EA	\$75.00	225.00	1.00	75.00		75.00	33%	150.00
P-101	Removals	1	LS	\$20,000.00	20,000.00	1.00	20,000.00		20,000.00	100%	-
P-151-4.2	Clearing and Grubbing	1	LS	\$1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-
P-152-1	Unclassified Excavation	8,400	BCY	\$5.00	42,000.00	8,400.00	42,000.00		42,000.00	100%	-
P-152-2	Embankment In-Place	2,350	BCY	\$2.00	4,700.00	2,350.00	4,700.00		4,700.00	100%	-
P-152-3	Subgrade Preparation	6,090	SY	\$1.50	9,135.00	6,090.00	9,135.00		9,135.00	100%	-
P-154-5.1	Subbase Course	6,090	SY	\$6.00	36,540.00	6,090.00	36,540.00		36,540.00	100%	-
P-501-1	Cement Concrete Pavement - Materials	5,230	SY	\$28.00	146,440.00	2,131.00	59,668.00		59,668.00	41%	86,772.00
P-501-2	Cement Concrete Pavement - Labor and Equipment	5,230	SY	\$35.00	183,050.00	2,131.00	74,585.00		74,585.00	41%	108,465.00
P-605-1	Joint Sealing Filler for New Concrete Pavement	8,700	LF	\$2.50	21,750.00		-		-	0%	21,750.00
P-620-5.1a	Surface Preparation	1	LS	\$4,000.00	4,000.00		-		-	0%	4,000.00
P-620-5.2b	Marking	1	LS	\$7,000.00	7,000.00		-		-	0%	7,000.00
P-620-5.3c	Reflective Media	1	LS	\$750.00	750.00		-		-	0%	750.00
D-701-5.1	24-inch, Class III, Reinforced Concrete Pipe, with Flared End	126	LF	\$150.00	18,900.00	126.00	18,900.00	2,660.00	21,560.00	114%	(2,660.00)
D-701-5.2	15-inch, Class III, Reinforced Concrete Pipe, with Flared End	148	LF	\$145.00	21,460.00	148.00	21,460.00	1,045.00	22,505.00	105%	(1,045.00)
D-701-5.3	30-inch, Class III, Reinforced Concrete Pipe	78	LF	\$250.00	19,500.00	78.00	19,500.00		19,500.00	100%	-
D-705-5.4	Pipe Underdrains for Airports	1,150	LF	\$30.00	34,500.00	1,150.00	34,500.00		34,500.00	100%	-
D-751-5.3	Pipe Underdrain Cleanout	9	EA	\$700.00	6,300.00	4.50	3,150.00		3,150.00	50%	3,150.00
D-751-5.1	Aircraft Rated Precast Inlet or Manhole with Aircraft Rated Lid	2	EA	\$15,000.00	30,000.00	2.00	30,000.00	8,547.30	38,547.30	128%	(8,547.30)
D-751-5.2	SW-512, Area Intake with SW-604 Type 4B Casting	1	EA	\$2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
T-901	Seeding	5	AC	\$1,400.00	7,000.00		-		-	0%	7,000.00
T-905-1	Topsoil - Obtained on Site or Removed from Stockpile	670	CY	\$9.00	6,030.00	450.00	4,050.00		4,050.00	67%	1,980.00
T-908-1	Mulching	24,200	SY	\$0.30	7,260.00		-		-	0%	7,260.00
L-108-5.1	No. 8 AWG, 5 kV, I-824, Type C Cable, Installed in Conduit	3,265	LF	\$2.00	6,530.00		-		-	0%	6,530.00
L-108-5.2	No. 4 AWG, Solid, Bare Copper Counterpoise Wire and	3,100	LF	\$3.00	9,300.00		-		-	0%	9,300.00
L-108-5.3	No. 6 AWG, Insulated, Stranded Equipment Ground, Installed	3,265	LF	\$2.00	6,530.00		-		-	0%	6,530.00
L-110-5.1	Concrete Encased Electrical Duct Bank, 1 Way - 2" Dia.	185	LF	\$43.00	7,955.00	185.00	7,955.00		7,955.00	100%	-
L-110-5.2	Non-Encased Electrical Duct Bank, 1 Way - 2" Dia.	3,100	LF	\$5.00	15,500.00		-		-	0%	15,500.00
L-115-5.1	Base Can Plaza, 2 L-867D Base Cans with Blanking Covers	2	EA	\$5,000.00	10,000.00		-		-	0%	10,000.00
L-125-5.1	L-861T Taxiway Edge Light, 24" Height, with L-867 Base	31	EA	\$1,300.00	40,300.00		-		-	0%	40,300.00
Original Contract Totals					\$ 933,655.00		\$ 546,026.00	\$ 12,252.30	\$ 558,278.30	60%	\$ 375,376.70

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Monticello, Iowa	Owner's Project No.:	-
Engineer:	HDR	Engineer's Project No.:	10332168
Contractor:	Boomerang	Contractor's Project No.:	-
Project:	Construct Taxiway Connector		
Contract:	FAA AIP		

Application No.: 03 Application Period: From 06/01/23 to 06/30/23 Application Date: 07/14/23

A	B	C	D	E	F	G	H	I	J	K	L					
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)					
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)									
Change Orders																
01 - D-701-5.3	24-inch, Class III, Reinforced Concrete Pipe, with Flared End Sections	(39.00)	LF	250.00	(9,750.00)	(39.00)	(9,750.00)		(9,750.00)	100%	-					
02 - DR-306	Subdrain Outlet DR-306	3.00	EA	845.00	2,535.00	3.00	2,535.00		2,535.00	100%	-					
03-D-701-5.3	Unit Price Adjustment of D-701-5.3 for 24" Arch Pipe	40.00	LF	32.05	1,282.00	40.00	1,282.00		1,282.00	100%	-					
03 - P-152.2	Additional Embankment In Place	295.00	BCY	5.00	1,475.00	295.00	1,475.00		1,475.00	100%	-					
03 - P-154-5.1	Additional Subbase	1,735.00	SY	6.00	10,410.00	1,735.00	10,410.00		10,410.00	100%	-					
03 - P-154 Fabric	Addition of Item for Geotextile to P-154	1,735.00	SY	3.00	5,205.00	1,735.00	5,205.00		5,205.00	100%	-					
					-		-		-		-					
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Change Order Totals					\$	11,157.00		\$	11,157.00	\$	-	\$	11,157.00	100%	\$	-
Original Contract and Change Orders																
Project Totals					\$	944,812.00		\$	557,183.00	\$	12,252.30	\$	569,435.30	60%	\$	375,376.70

City Council Meeting
Prep. Date: 8/1//2023
Preparer: Russell Farnum



Agenda Item: # 12
Agenda Date: 08/07/2023

Communication Page

Agenda Items Description: to approve the hiring a Monticello Ambulance Full-Time A-EMT and setting wage

Type of Action Requested: Resolution	
Attachments & Enclosures: Resolution	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue:

Synopsis: Lori Lynch and Russ Farnum interviewed a full time AEMT candidate on August 1. The candidate is well qualified and willing to accept the position.

Background: Due to the departure of Jake Gravel from the full-time position of AEMT, the City has sought out new candidates for the position. During our application period several candidates have now applied, all of whom are well qualified, but only wanted part-time work. A few were hired and help “round out” the scheduling, but we still need to fill the Full-Time AEMT position.

Jayna Koffron is an AEMT with a Bachelors Degree in Human Physiology. She worked her way through college, EMT, and AEMT training and is currently a volunteer with the Lisbon/Mt. Vernon service. Jayna would like a full time job as an AEMT and is also very interested in working toward her Paramedic certification.

Koffron is ready to start the second week in September. Having this addition to the staff really allows us to expand coverage for days off, vacations, sick time, disability, or other staff coverage issues, without sacrificing the ability to provide high quality services.

Recommendation: A motion to approve is recommended.

The City of Monticello, Iowa

RESOLUTION

To approve the hiring a Monticello
Ambulance Full-Time A-EMT and setting wage

WHEREAS, a Monticello Full-Time Ambulance A-EMT position has been open since the resignation of A-EMT Jake Gravel, and

WHEREAS, After advertising the opening and taking applications, the Lead Paramedic and City Administrator interviewed candidates for the position, and

WHEREAS, City Administrator Russell Farnum recommends hiring Jayna Koffron as a full-time A-EMT, effective the second week of September, 2023, and

WHEREAS, The City Council has set forth starting wages for A-EMT at \$22.40, and

WHEREAS, The City Administrator recommends filling the Monticello Ambulance Full-time A-EMT position, and

WHEREAS, The Council finds it appropriate to follow the recommendation of the City Administrator, therefore, approve hiring the full-time A-EMT and wage, as previously set by City Council.

NOW, THEREFORE, The Council hereby authorizes the hiring a full-time Monticello A-EMT at the rate of \$22.40 per hour, effective the second week of September 2023, until the completion of one full year of employment.

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 7th day of August 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 8/2/2023
Preparer: Jacob Oswald



Agenda Item: # 13
Agenda Date: 08/7/2023

Communication Page

Agenda Items Description: City Park and Open Spaces REAP Grant Application

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 Parks and Recreation Department seeks approval to submit an application to the Iowa DNR for REAP (Resource Enhancement and Protection) funding.

Background Information:

Through various community engagement initiatives, trails have always presented itself as a priority for the citizens of Monticello.

Our grant request to the Iowa DNR will seek \$100,000 of funding through REAP to acquire 8 acres of land adjacent to Highway 151 (east-side), allowing us to expand paved trails in the community. By creating accessible pathways, we seek to promote active lifestyles, enhance outdoor recreational opportunities, and facilitate sustainable transportation options. The expansion will enable individuals of all ages and abilities to enjoy the beauty of the outdoors while supporting environmental conservation and community well-being.

The proposed trail expansion project has a significant relationship with various local, regional, and state plans, particularly in its connection to the Wapsipinicon Trail as outlined in the Grant Wood Loop Master Plan.

At the local level, the project aligns with the communities' long-term vision for trail development. The expansion of recreational trails not only fulfills the desires and values expressed by the residents during the Monticello Heart & Soul initiative and the recent parks and recreation master plan survey but also addresses their need for safe and accessible outdoor spaces.

The acquired property would provide the missing link/connection between the Monticello Schools campus and the park and ride located just southwest of the Kirkwood Community College Jones County campus.

On a regional scale, trail expansion plays a vital role in enhancing connectivity between neighboring communities. By linking to the Wapsipinicon Trail, which is part of the Grant Wood Loop Master Plan, the project becomes an integral component of a broader regional trail network. This connectivity offers residents and visitors seamless access to various destinations and recreational opportunities across multiple communities, fostering a sense of unity and cooperation among neighboring towns.

Staff Recommendation:

To approve submission of an application to the Iowa DNR for \$100,000 in REAP funding.



The City of Monticello, Iowa

RESOLUTION

Authorizing the City of Monticello to Pursue a REAP Grant Application Land Purchase to Expand Community and Regional Trails

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

WHEREAS, the City of Monticello, Iowa, proposes to purchase land to expand paved trails that would link Highway 38 with relocated Highway 151 and associated areas; and

WHEREAS, the City of Monticello, Iowa believes this trail will have significant positive environmental, social and fiscal impacts; and

WHEREAS, the citizens of Monticello have expressed their desire for a trail in this area of the community by including it within the Comprehensive Plan for the City of Monticello and in the Trail Plan for Grant Wood Loop, connecting Cascade, Monticello and Anamosa to the Wapsipinicon Trail.

NOW THEREFORE, BE IT RESOLVED by the City Council of Monticello, Iowa does hereby do the following:

1. Respectfully request a grant award in the amount of \$100,000.00 from the Iowa Department of Natural Resources REAP program.
2. Promise to promote further trail expansions and improvements in this area of Monticello and the region.
3. Be diligent stewards of the local environment.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 7th day of August, 2023.

Mayor David Goedken

Attest:

Sally Hinrichsen, City Clerk/Treasurer

MINUTES OF MEETING TO SET HEARING DATE ON PROPOSED URBAN REVITALIZATION PLAN

435926-36

Monticello, Iowa

August 7, 2023

A meeting of the City Council of the City of Monticello, Iowa, was held at 6:00 p.m., on August 7, 2023, the Monticello Renaissance Center, 220 E. 1st Street, in the City, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

The City Council took up and considered the establishment of a proposed urban revitalization area and a proposed urban revitalization plan pursuant to Chapter 404, Code of Iowa. Whereupon, Council Member _____ moved the adoption of the resolution declaring necessity and providing for notice of hearing on proposed urban revitalization plan. The motion was seconded by Council Member _____, and passed by record vote as follows:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution adopted as follows:

RESOLUTION NO. _____

Resolution Declaring Necessity and Providing for Notice of Hearing on Proposed Urban Revitalization Plan for the 2023 Monticello Multiresidential Urban Revitalization Area

WHEREAS, pursuant to the provisions of Chapter 404, Code of Iowa (the “Act”) the City of Monticello, Iowa (the “City”), may designate an area of the City as an urban revitalization area, if that area meets the criteria of Section 1 of the Act; and

WHEREAS, pursuant to the provisions of the Act, before designating an urban revitalization area, the City must prepare a proposed plan for the designated urban revitalization area, hold certain public hearings thereon, and otherwise comply with the procedures set forth in the Act; and

WHEREAS, it has been proposed that certain real property (the “Property”) situated within the City (hereinafter also referred to as the “2023 Monticello Multiresidential Urban Revitalization Area”) be designated as a revitalization area pursuant to the Act, such 2023 Monticello Multiresidential Urban Revitalization Area being legally described as set forth in the notice appearing as part of this resolution in Section 6 hereof; and

WHEREAS, a proposed plan (the “Proposed Plan”) for the 2023 Monticello Multiresidential Urban Revitalization Area has been prepared for presentation to the City Council for consideration in accordance with the provisions of the Act; and

WHEREAS, a “Certificate and Waiver” has been prepared for execution by the owner of the Property with respect to the mailed notice and second hearing rights under the Act;

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

Section 1. It is hereby found and determined:

(a) The proposed 2023 Monticello Multiresidential Urban Revitalization Area is an area which is appropriate as an economic development area as defined in Section 403.17 of the Code of Iowa.

(b) The 2023 Monticello Multiresidential Urban Revitalization Area is an area which is appropriate for public improvements related to housing and residential development, or construction of housing and residential development.

(c) The economic development and promotion of housing and residential development in the 2023 Monticello Multiresidential Urban Revitalization Area is necessary in the interest of the public welfare of the residents of the City and the 2023 Monticello Multiresidential Urban Revitalization Area substantially meets the criteria set forth in Section 404.1 of the Act.

(d) The Proposed Plan which is attached hereto as Exhibit A has been prepared in accordance with the provisions of the Act.

Section 2. This City Council will meet at 6:00 p.m., on August 21, 2023, at the Monticello Renaissance Center, 220 E. 1st Street, in the City, at which time and place it will conduct a public hearing on the Proposed Plan and the designation of the 2023 Monticello Multiresidential Urban Revitalization Area as an urban revitalization area pursuant to the Act.

Section 3. The City Clerk is hereby authorized and directed to present the Certificate and Waiver to the owner of the Property for execution and delivery to the City by no later than August 21, 2023.

Section 4. The City Clerk is hereby directed to give notice of such hearing by publication once, in a newspaper published at least once weekly and having general circulation in the City, not less than four and not more than twenty days before the date on which the hearing will be held.

Section 5. As authorized by the Act, this City Council hereby waives the mailing of notice to the “occupants” of city addresses located within the 2023 Monticello Multiresidential Urban Revitalization Area, due to the lack of a reasonably current and complete address list and the finding of the Council that published notice will be sufficient to apprise such persons of the hearing.

Section 6. Such notice shall be in the form substantially, as follows:

NOTICE OF PUBLIC HEARING ON THE DESIGNATION OF THE
2023 MONTICELLO MULTIRESIDENTIAL URBAN REVITALIZATION AREA
AND THE ADOPTION OF A PLAN FOR SUCH REVITALIZATION AREA

NOTICE IS HEREBY GIVEN: That there is now on file for public inspection in the office of the City Clerk of Monticello, Iowa, a proposed Urban Revitalization Plan (the “Plan”) for the development of the property proposed for inclusion in the 2023 Monticello Multiresidential Urban Revitalization Area (the “Area”), such property lying within the City and being described as follows:

Lot 2 of BR3 Subdivision, a subdivision consisting of Lots 41, 43, 45, 47, 48, 49, 50, 51, Part of Vacated Second Street, Part of Vacated Locust Street, Vacated Alley between Lots 43 & 45 in the Original Town of Monticello, Lot 150 and part of Lot 149 of Irregular Plat of Monticello, Lot 1 of Energy Company Place, and Part of First Street in Sections 22 & 27, T86N, R3W of the Fifth P.M., in the City of Monticello, County of Jones, State of Iowa.

Having Parcel Index Number 0223379011.

The City Council will meet at 6:00 p.m., on August 21, 2023, at the Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa, at which time and place a hearing will be held pursuant to the provisions of Chapter 404, Code of Iowa (the “Act”) on the proposal to adopt the Plan and the proposal to establish the above described Area as an urban revitalization area. At such public hearing all owners of record of real property, tenants, and all “occupants” of city addresses within the described area, and any other person having an interest in the matter may appear and be heard for or against the adoption of the Plan and/or the establishment of the Area.

Once the Area has been designated pursuant to the Act, property therein on which certain improvements are constructed may become eligible for certain property tax exemptions as set forth in the Plan which is on file for inspection in the office of the City Clerk.

Published by order of the City Council of the City of Monticello, Iowa.

Sally Hinrichsen
City Clerk

Section 7. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved August 7, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk

EXHIBIT A
Urban Revitalization Plan

•••••

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

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
JONES COUNTY SS:
CITY OF MONTICELLO

I, the undersigned, City Clerk of the City of Monticello, Iowa, do hereby certify that I caused to be published a notice of public hearing, of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2023.

Sally Hinrichsen, City Clerk

(Attach hereto publisher's original affidavit of publication of notice with a clipping of the notice as published attached.)

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

URBAN REVITALIZATION
PLAN

CITY OF MONTICELLO, IOWA
2023 MONTICELLO MULTIRESIDENTIAL URBAN REVITALIZATION AREA

ADOPTED AUGUST 21, 2023

INTRODUCTION

The Urban Revitalization Act, Chapter 404 of the Code of Iowa, is intended to encourage development, redevelopment and revitalization within designated areas of a city by authorizing property tax development incentives to the private sector. Qualified real estate within a designated area may be eligible to receive a total or partial exemption from property taxes on improvements for a specified number of years, with the goal of providing communities with a long-term increase or stabilization in the local tax base by encouraging new construction which might not otherwise occur.

Section 404.1 of the Code of Iowa provides that a City Council may designate an area of the City as a revitalization area, if that area meets the following definitions:

“An area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime and which is detrimental to the public health, safety, or welfare.”

“An area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, or welfare in its present condition and use.;

“An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use.”

“An area which is appropriate as an economic development area as defined in Section 403.17 of the Code of Iowa.”

“An area designated as appropriate for public improvements related to housing and residential development, or construction of housing and residential development including single or multifamily housing”; and

Section 404.2 of the Code of Iowa requires that a city prepare a plan to govern activities within the proposed revitalization area, and the balance of this document is intended to set out the elements of a plan that are mandated by state law.

A. DESCRIPTION OF THE AREA AND MAP

The revitalization area shall be known as the 2023 Monticello Multiresidential Urban Revitalization Area (the “Revitalization Area”), and the legal description of real property to be included within the Revitalization Area is as follows:

Lot 2 of BR3 Subdivision, a subdivision consisting of Lots 41, 43, 45, 47, 48, 49, 50, 51, Part of Vacated Second Street, Part of Vacated Locust Street, Vacated Alley between Lots 43 & 45 in the Original Town of Monticello, Lot 150 and part of Lot 149 of Irregular Plat of Monticello, Lot 1 of Energy Company Place, and Part of First Street in Sections 22 & 27, T86N, R3W of the Fifth P.M., in the City of Monticello, County of Jones, State of Iowa.

Having Parcel Index Number 0223379011.

A map showing the real property to be included within the Revitalization Area is attached as Exhibit A.

B. DESIGNATION CRITERIA

In accordance with Section 404.1 of the Act, the City Council has made the following determinations with respect to the Revitalization Area:

1. The Revitalization Area is an area which is appropriate as an economic development area as defined in Section 403.17 of the Code of Iowa.
2. The Revitalization Area is an area which is appropriate for public improvements related to housing and residential development, or construction of housing and residential development.
3. The economic development and promotion of housing and residential development in the Revitalization Area is necessary in the interest of the public welfare of the residents of the City and the Revitalization Area substantially meets the criteria set forth in Section 404.1 of the Act.

C. OBJECTIVES

This plan is prepared in conformance with Section 404.2 of the Code of Iowa for the purpose of providing incentives and outlining procedures to enhance the potential for multifamily housing in the Revitalization Area. Planning goals include revitalizing the area through the promotion of new construction of multifamily housing, stabilizing and increasing the tax base and providing overall aesthetic improvement.

D. PRESENT ZONING AND PROPOSED LAND USE

The property within the Revitalization Area is zoned for residential purposes and specifically designated for multifamily housing. The construction of new multifamily housing is proposed in the Revitalization Area.

E. PROPOSALS FOR EXPANDING CITY SERVICES

The City proposes that, as it becomes financially feasible, the provision of municipal services to the Revitalization Area will be expanded and improved to meet the demands of new residential development.

F. ELIGIBLE IMPROVEMENTS AND EXEMPTIONS

Residential Improvements (Multifamily). The construction of new residential facilities if such residential facilities contain three or more separate dwelling units.

Exemption: All qualified real estate assessed as residential property under Section 441.21, subsection 14, paragraph “a”, subparagraph (6) of the Code of Iowa is eligible to receive an exemption from taxation on 100% of the actual value added for a period of ten years.

G. ACTUAL VALUE ADDED

Actual value added by improvements, as used in this plan, means the actual value added as of the first year for which the exemption was received. In order to be eligible for tax abatement for residential improvements, the increase in actual value of the property must be at least 10%. All improvements, in order to be considered eligible, must be completed in conformance with all applicable regulations of the City of Monticello, Iowa and must be completed during the time the Revitalization Area is designated by ordinance as a revitalization area.

H. TIME FRAME

Eligibility for tax abatement under this plan will exist after the date of the adoption of the ordinance designating the Revitalization Area, until, in the opinion of the City Council, the desired level of revitalization has been attained or economic conditions are such that the continuation of the exemption granted would cease to be of benefit to the City, in which case the City Council may repeal the ordinance, pursuant to Section 404.7 of the Code of Iowa. In the event the ordinance is repealed, all exemptions granted prior to such repeal shall continue until their expiration.

I. APPLICATION PROCEDURES

An application shall be filed for each new exemption claimed. The property owner must apply to the City for an exemption by February 1st of the assessment year for which the exemption is first claimed. The application shall contain, but not be limited to, the following information: The nature of the improvement, its cost, and the estimated or actual date of completion of the improvement.

J. APPROVAL OF APPLICATIONS

The City Council shall approve all applications submitted for completed projects if:

1. The project, as determined by the City Council, is in conformance with this plan;

2. The project is located within the Revitalization Area; and,
3. The improvements were made during the time the Revitalization Area was designated by ordinance as a revitalization area.

All approved applications shall be forwarded to the County Assessor for review, pursuant to Section 404.5 of the Code of Iowa. The County Assessor shall make a physical review of all properties with approved applications. The County Assessor shall determine the increase in actual value for tax purposes due to the improvements and notify the applicant of the determination, which may be appealed to the local board of review pursuant to Section 441.37 of the Code of Iowa. After the initial tax exemption is granted, the County Assessor shall continue to grant the tax exemption for the time period specified on the approved application. The tax exemptions for the succeeding years shall be granted without the owner(s) having to file an application for succeeding years.

K. OTHER SOURCES OF REVITALIZATION FUNDS

The City anticipates no federal or state grants or loans for improvements in the Revitalization Area at this time other than those of conventional lending institutions at normal market rates. However, it is not the intention of the City to prohibit the use of other appropriate federal or state revitalization or incentive programs within the area.

L. RELOCATION PROVISIONS

The City does not anticipate the displacement or relocation of any persons, families, or businesses as a result of the improvements to be made in the Revitalization Area.

M. OWNERS OF PROPERTY AND ASSESSED VALUATION

The names and addresses of the owners of the property located within the Revitalization Area and the assessed valuation of such property is set forth on Exhibit B attached hereto.

EXHIBIT A

MAP OF PROPERTY IN 2023 MONTICELLO MULTIRESIDENTIAL URBAN
REVITALIZATION AREA

EXHIBIT B

NAME AND ADDRESSES OF THE OWNERS OF PROPERTY LOCATED WITHIN THE
REVITALIZATION AREA AND ASSESSED VALUATION

City Council Meeting
Prep. Date: 08/01/2023
Preparer: Russell Farnum



Agenda Item: # 15
Agenda Date: 08/07/2023

Communication Page

Agenda Items Description: Approval of a Quote from DBT Transportation Services for a replacement Automatic Weather Observation System (AWOS) equipment in the amount of \$131,365

Type of Action Requested: Motion									
Attachments & Enclosures: Resolution Quote Insurance Letter	Fiscal Impact: <table border="1"><tr><td>Budget Line Item:</td><td></td></tr><tr><td>Budget Summary:</td><td></td></tr><tr><td>Expenditure:</td><td></td></tr><tr><td>Revenue:</td><td></td></tr></table>	Budget Line Item:		Budget Summary:		Expenditure:		Revenue:	
Budget Line Item:									
Budget Summary:									
Expenditure:									
Revenue:									

Synopsis: On March 3, 2023, the AWOS at the airport was struck by lightning, which resulted in system failure. The equipment was evaluated for repairs, and the incident was reported to the City’s insurance company as a claim. In the meantime, representatives from the FAA and IA-DOT aviation have expressed the urgency to get the system back to functional capacity.

On July 19 the City’s underwriter concluded that the system was covered, less the City’s \$5,000 deductible, and it would replace the system. The new system is \$131,365. The City’s portion is only our deductible.

This is very specialized equipment and there are only two FAA-approved firms that supply and install this equipment in our area. Further, DBT provides all of our regular maintenance, and the insurance company, through a third party technology specialist, has reviewed the quote and found it appropriate.

Recommendation: It has taken 5 months to get to this settlement, it is recommended that the Council waive bids and approve the quote of \$131,365 from DBT Transportation Services.

The City of Monticello, Iowa

RESOLUTION

Approving Quote from DBT Transportation Services related to Automatic Weather Observation System (AWOS) Replacement at Monticello Regional Airport

WHEREAS, the City of Monticello sought a bid from DBT Transportation Services to replace the Automatic Weather Observation System (AWOS), which was damaged by lighting, and

WHEREAS, DBT Transportation Services at the direction of the Monticello Airport Board, quoted to remove and replace AWOS IIIP, with an FAA certified AWOS system located at the Monticello Regional Airport, identifying all of same in a proposal at a total cost of \$131,365.00, and

WHEREAS, Representatives from the FAA and IA-DOT aviation have expressed the urgency to get the system back to functional capacity. On July 19, 2023, the City's underwriter concluded that the system was covered, less the City's \$5,000 deductible, and it would replace the system, and

WHEREAS, This is very specialized equipment and there are only two FAA-approved firms that supply and install this equipment in our area. Further, DBT provides all of our regular maintenance, and the insurance company, through a third-party technology specialist, has reviewed the quote and found it appropriate, and

WHEREAS, The Council finds that the City should proceed with the proposed replacement of the AWOS system at the Monticello Regional Airport with DBT Transportation Services in the amount of \$131,365.00, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the proposed replacement of the AWOS system, as proposed and bid by DBT Transportation Services, as set forth previously herein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 7th day of August, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

Des Moines Claim Department



July 19, 2023

City of Monticello
Attn: Russ Farnham
PO Box 202351
Monticello, IA 52310-1501

RE: Claim number: Y00002003
Loss location: 20373 Highway 38, Monticello, IA
Date of loss: 03/05/2023
Incident: Lightning damage to AWOS system at airport

Dear Mr. Farnham,

Employers Mutual Casualty Company provides the Commercial Property insurance coverage, under the CP0010 Building and Personal Property Coverage Form, CP1030 Causes of Loss Special Form, and CP7320 Commercial Property Essential Extension, subject to a \$1,000.00 deductible, in regard to the above captioned claim.

The estimate to repair and replace the damaged equipment is estimated at \$131,365.00, with a deductible of \$5,000.00, and recoverable depreciation in the amount of \$50,000 applied, which leaves an Actual Cash Value (ACV) payment amount of **\$76,365.00** for your claim.

In review of the policy, you carry Replacement Cost coverage. Replacement Cost is the cost to replace/repair the property with material or items of like, kind and quality. (Actual Cash Value is the replacement cost of an item minus depreciation.)

Once the replacement/repairs are completed, you will need to submit the supporting documentation (receipts/invoices) to this office, via mail, fax or email. At that time the applicable depreciation will be returned to you.

Please be aware, Employers Mutual Casualty Company will not be obliged to pay more than the replacement/repair cost stated on the estimate, minus the deductible. If the cost to replace is lower than the stated amount, the recovery of the depreciation will be re-calculated based on the actual replacement cost. **If difficulty is encountered to make the repairs/replacement for the amounts listed, you will need to contact this office before authorizing a price higher than the estimate enclosed.**

P.O. Box 884 | Des Moines, IA 50306-0884 | 515.280.2604 | 800.362.2227 | F 888.992.8213 P&C | F 888.992.8214 Work Comp | www.emcins.com

Employers Mutual Casualty Company
EMCASC0 Insurance Company
EMC Reinsurance Company

Illinois EMCASC0 Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
Hamilton Mutual Insurance Company
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)

If you have any questions regarding the above, or wish to discuss any aspect of your claim, please feel free to contact me at 515-345-2519, Monday through Friday, 8:30 am to 5:00 pm.

Sincerely,

Mike Otto
(800) 362-2227 Ext. 2519
Fax: #888-992-8213
Mike.j.otto@emcins.com

Enclosure: Statement of Loss

INSURANCE TO VALUE NOTICE

In order to expedite your claim, EMC Insurance Companies has opted to waive, in this instance, the checking of Insurance to Value portion of your policy. It is your responsibility to carry the appropriate amount of insurance. The fact that we did not check the Insurance to Value for this loss will **not** be used against EMC on future losses.

Please check your coverage to ensure that you are carrying enough insurance to avoid any Insurance to Value penalty on future losses.

Your agent can help you in evaluating your coverage amounts.

DBT Transportation Services, LLC

1500 CityWest Blvd
 Suite 550
 Houston TX 77042

**Original****SALES QUOTATION**

Document Number

Document Date

Page

2683797**05/23/2023****1/3****Updated 7/19/2023**

Customer No.

IAMONTKMX052310

Your Reference

Payment Terms

AWOS IIIP Replacement**Net 30**

Your Contact

Candace Spillers-Wood**T: 303-648-163****E: cspillerswood@dbttranserv.com**

Delivery Address

Monticello Regional Airport

BOX 168 20373 HWY 38 S

MONTICELLO IA 52310

BRIAN OSTWINKLE

319-465-5488

Currency: \$

Description	Quantity	UoM	Price	Total
001 Replace existing AWOS IIIP due to lightning damage.				
002 FAA Certified AWOS IIIP Includes:				
003 AWOS3P, Domestic AWOS IIIP includes:	1			
Item Code: AWI-AWOS SYSTEM				
004 -DCP Data Collection Platform, -Barometer, -Air Temperature / Relative Humidity Sensor, -Visibility Sensor, -Present Weather Sensor -Ceilometer - Rain Gauge/Tipping Bucket				
005 HEAT-ULTRA, AWOS Ultrasonic Wind Speed & Direction Sensor Kit	1			
Item Code: AWI-AWOS SYSTEM				
006 CDP&VHF, AWOS CDP with VHF Radio	1			
Item Code: AWI-AWOS SYSTEM				
007 AWOSUHFDATAKIT, UHF Radio Data Link Kit	1			
Item Code: AWI-AWOS SYSTEM				

DBT Transportation Services, LLC

1500 CityWest Blvd
 Suite 550
 Houston TX 77042

**Original**

Document Number

2683797**SALES QUOTATION**

Document Date

05/23/2023
Updated 7/19/2023

Page

2/3

Currency: \$

Description	Quantity	UoM	Price	Total
008 DSPKU-LED, Tower Accessories for Stacked Tower-LED Obstruction Lights Item Code: AWI-AWOS SYSTEM	1			
009 3210-A, AWOS Net RS232 Extended Item Code: AWI-AWOS SYSTEM	1			
010 AWOSMANUALS, Hard Copy Manuals Item Code: AWI-AWOS SYSTEM	1			
011 Pkg & Handling, Package & Handling (does not include freight) Item Code: AWI-AWOS PARTS	1			
012 AWOS Equipment Subtotal				\$113,605.00
013 FAA NR Study Application Service Item Code: Siting-7460 Service	1		3,000.0000	\$3,000.00
014 DBT Services Include: Item Code: Installation - AWOS	1		12,460.0000	\$12,460.00
015 - Remove existing AWOS electronics and sensors - Install new AWOS electronics and sensors on existing AWOS tower, structures and inside Airport facility in same location as previous equipment. - Final testing, calibration and commissioning with the FAA.				
016 Notes and Conditions of Sale: 1. Existing AWOS tower, structures and utilities to be reused. If existing utilities cannot be reused, additional charges will apply. DBT Transportation Services LLC Standard Terms and Conditions are incorporated herein by reference.				

DBT Transportation Services, LLC

1500 CityWest Blvd
Suite 550
Houston TX 77042



Original

Document Number

2683797

SALES QUOTATION

Document Date

**05/23/2023
Updated 7/19/2023**

Page

3/3

Currency: \$

Quotation Subtotal: **\$ 129,065.00**

Freight: **\$ 2,300.00**

Total Before Tax: **\$ 131,365.00**

Total Tax Amount: **\$ 00.00**

Total Amount: \$ 131,365.00

Additional Expenses

Shipping Type:

Quotation Valid Until: 08/18/2023

PURCHASER'S ACCEPTANCE

This Quotation is deemed accepted when Purchaser returns the acknowledgement copy of this Quotation with a valid Purchase Order Number (when applicable).

The DBT Transportation Services Standard Terms of Sales are incorporated herein by reference .

Purchaser: _____

Billing Address: _____

E-Mail Address: _____

Signature: _____

Title: _____

Purchase Order No: _____

Ship to Address: _____

Website:

www.dbttranserv.com

Phone:

844-343-8328

Fax:

970-237-3526

City Council Meeting
Prep. Date: 08/01/2023
Preparer: Russell Farnum



Agenda Item: # 16
Agenda Date: 08/07/2023

Communication Page

Agenda Items Description: Motion to Approve Obtaining Bond Rating

Type of Action Requested: Motion

Attachments & Enclosures:

Memo from PFM

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

Synopsis: The City’s financial advisor, Matt Stoffel from PFM, is suggesting that the City obtain a “bond rating” from a rating agency (Moody’s or S&P).

The formal rating by an agency will cost some money up-front (expected between \$10,000 and \$20,000), but a decent rating will save a pretty good amount in the interest rate on the upcoming bond issues (expected to be over \$50,000). With the City’s strong financial position, a good rating will be expected. Investors rely heavily on the rating reports, so in the current market the ratings are having a large influence on interest rates.

More information is in the attached letter from PFM.

Recommendation: A motion to direct Staff to pursue a bond rating is recommended.



August 7, 2023

Mr. Russ Farnum, City Administrator
City of Monticello, Iowa
200 East Frist Street
Monticello, IA 52310

Dear Russ,

As the City of Monticello (the "City") prepares for its upcoming bond sale to fund some of the Fiscal Year 2023-2024 capital improvement projects, PFM has performed an analysis on obtaining a bond rating for the upcoming transaction. The City has sold general obligation bonds in the base both using a bond rating (Series 2010) and more recently not using a bond rating (Series 2014, Series 2016, Series 2019). Based on current market conditions and stronger demand for bonds with a rating, it is our recommendation that the City seek a bond rating for the Series 2023 general obligation bonds.

The first consideration is the cost of the rating. The two rating agencies we evaluated were Moody's Investor Services and S&P Global Ratings. The cost of the ratings could range between \$10,000 and \$18,500 depending on which rating agency the City applies for and if they are willing to negotiate the fee based on size of the transaction. It is our experience that for deals less than \$5,000,000 in par amount, Moody's has been willing to negotiate a fee of \$10,000 for smaller transactions.

The second consideration is the expected benefit received from obtaining a rating. We compared two sales that priced recently, one with a rating similar to what we expect the City to receive and one that was non rated. The results of this analysis indicate that the implied benefit of obtaining a rating is expected to save the city approximately \$46,400 in interest cost after accounting for the increased cost of issuance. The impact to the true interest cost of the bonds is expected to be 0.40% to 0.50% lower if the City's uses a bond rating.

PFM is recommending that the City seeks a bond rating for the upcoming general obligation bonds. Please don't hesitate to contact me if you have any questions.

Matthew Stoffel, CFA

PFM Financial Advisors LLC

stoffelm@pfm.com | 515 724 5737 **OFFICE** | 515 201 0772 **CELL**

801 Grand Ave, Suite 3300 | Des Moines, IA 50309

pfm

801 Grand
Suite 3300
Des Moines, IA 50309
515.243.2600

pfm.com

City Council Meeting
Prep. Date: 08/01/2023
Preparer: Russell Farnum



Agenda Item: # 17
Agenda Date: 08/07/2023

Communication Page

Agenda Items Description: Fence Issue at Jacobs Park

<u>Type of Action Requested:</u> Motion	
<u>Attachments & Enclosures:</u> Letter and Bid from Diane Flanagan	<u>Fiscal Impact:</u> Budget Line Item: Budget Summary: Expenditure: Revenue:

Synopsis: As discussed at the July 17 Council meeting, the farm owner west of Jacobs Park has requested the City pay for half of a fence along the west side of Jacobs Park.

Pursuant to State Law, the City must build half of the fence if requested by the neighbor.

Council had questions pertaining to the details of the request. According to Doug Herman with Lynch Dallas, the City Attorney, the following applies:

1. City has the right to see to the installation of its' own fence.
2. Fence does not have to be a 'tight fence' under the Code, however, if one party wants a tight fence then the other party must follow suit. (See 'Tight Fence' information below.)
3. Fence Location may or may not be on the surveyed property line.
 - a. Generally, fences should be on the property line, however, 'history' can change the location of a fence. (See Boundary by Acquiescence information set out below.)
4. Fencing Material (Wire) may be on one side of the fence for one owner and on the other side for the other owner.
 - a. This allows for fence maintenance from one's own property.
 - b. However, if one owner has cattle, and the wires are on the side of the fence posts away from the cattle, the fence will not be as strong, the fencing material not having the benefit of the posts behind the wire to support it.
 - c. The Mayor also made a good point, that if fencing materials are on one side for one half and on the other for the other half, and a tree (for example) falls on one the fence, that it will only negatively impact ½ of the fence, not potentially the entire length of fence.
 - d. Case law support the right of property owners to enter the property of the adjoining property to repair, remove, etc., a partition fence.

5. Neighbors can always agree on where a fence should go, how it should be installed, maintained, etc. Sometimes the circumstances may support a written fence agreement but not always.

Six options exist for building a “lawful fence” under Iowa Code § 359A.18. This is the type of fence that is sufficient to constitute a partition fence, if required. The six options are set forth below. Notice that the last option is somewhat of a “catch-all,” granting the fence viewers discretion.

- Three rails of good substantial material fastened in or to good substantial posts not more than ten feet apart.
- Three boards not less than six inches wide and three-quarters of an inch thick, fastened in or to good substantial posts not more than eight feet apart.
- Three wires, barbed with not less than thirty-six iron barbs of two points each, or twenty-six iron barbs of four points each, on each rod of wire, or of four wires, two thus barbed and two smooth, the wires to be firmly fastened to posts not more than two rods apart, with not less than two stays between posts, or with posts not more than one rod apart without such stays, the top wire to be not more than fifty-four nor less than forty-eight inches in height.
- Wire either wholly or in part, substantially built and kept in good repair, the lowest or bottom rail, wire, or board not more than twenty nor less than sixteen inches from the ground, the top rail, wire, or board to be between forty-eight and fifty-four inches in height and the middle rail, wire, or board not less than twelve nor more than eighteen inches above the bottom rail, wire, or board.
- A fence consisting of four parallel, coated steel, smooth high-tensile wire which meets requirements adopted by ASTM (American society for testing and materials) international, including but not limited to requirements relating to the grade, tensile strength, elongation, dimensions, and tolerances of the wire. The wire must be firmly fastened to plastic, metal, or wooden posts securely planted in the earth. The posts shall not be more than two rods apart. The top wire shall be at least forty inches in height.
- Any other kind of fence which the fence viewers consider to be equivalent to a lawful fence or which meets standards established by the department of agriculture and land stewardship by rule as equivalent to a lawful fence.

Finally, as we discussed previously, if fence viewers get involved they may apportion the fence differently than 50/50 if they find that one portion of the stretch of fence will require more expense to install, to maintain, etc.

Boundary by Acquiescence

Common law has long provided that if parties acquiesce or “mutually recognize” for a period of at least 10 years that a fence is the boundary line between them, it becomes the boundary line. The courts have determined that acquiescence can be inferred from the “silence or inaction of one party who knows of the boundary line claimed by the other and fails to dispute it for a ten-year period.”

Iowa Code ch. 650 has codified the doctrine of acquiescence, by which a boundary line contrary to a property's legal description may be established. Iowa Code § 650.14 provides:

If it is found that the boundaries and corners alleged to have been recognized and acquiesced in for 10 years have been so recognized and acquiesced in, such recognized boundaries and corners shall be permanently established.

Notes from the City Administrator:

As noted above, a “tight fence” shouldn’t be required, as Mrs. Flannagan is no longer allowed to have livestock. Her farm is inside the City Limits and she has not maintained livestock for over ten years. By the same token, barbed wire is not allowed in the City, although it is a “lawful fence” by State code, we would not allow it now.

As a solution, the Mayor has offered to build a 4-wire high tensile fence, as outlined above, at his cost for the City’s half of the fence. The wire fence allows for clean mowing underneath, which prevents the growth of the scrub trees and brush that overran the old fence to start with.

It is my most recent understanding that the location of the fence, and Mrs. Flannagan’s wishes on the style of the fence, remain an issue. Knowing the legal ramifications, however, the Council can further discuss this matter at the August 7 meeting.

Recommendation: Council direction is requested.

January 2008
- by Roger McEowen*

Overview

Issues involving partition fences are the cause of many disputes between Iowa landowners. Partition fences mark property boundaries between adjacent landowners. Iowa has numerous statutes which govern fencing matters. This article addresses the major areas of contention.

Where Is a Fence to Be Built?

A partition fence is to be built on the property line between adjacent tracts of land.¹ This rule applies to both agricultural land and land within a city. Because Iowa has a specific statute addressing partition fence location, a local ordinance requiring fences to be located any place other than on the property line is unenforceable.²

Is there a Duty to Erect and Maintain Fences?

In Iowa, with one exception,³ a landowner does not have a legal duty to build a partition fence. However, a landowner can be compelled to contribute to the creation or maintenance of a partition fence upon the written request of an adjacent owner.⁴ A landowner can also be compelled to build or maintain a partition fence on the basis of an agreement – such as utilization of the “right-hand rule.” That’s an informal arrangement by which the landowners face one another at the mid-point of the fence and agree to maintain their share of the fence to their respective right-hand sides.

For a written fence agreement that details the allocation of fence maintenance and/or

construction, two options exist: (1) adjacent owners can enter into a written agreement, or (2) adjacent owners can request an order from the fence-viewers (township trustees) allocating responsibility between the parties.

The use of a written fence agreement worked out by adjacent owners is often overlooked, but Iowa law does allow owners of adjoining parcels to file an agreement with the county recorder of deeds to make an agreement binding.⁵ Such an agreement, upon recordation, is binding upon the original parties, their heirs and subsequent owners. If adjacent owners cannot come to a mutual agreement, however, the township trustees (acting in their capacity as fence viewers) can be called upon to settle the dispute. State law specifically authorizes township trustees, acting as fence viewers⁶, to decide partition fence controversies and render opinions that will be binding upon current and subsequent owners.⁷

The Fence Dispute Resolution Process

If the statutory process for resolving fence disputes is invoked, a four-step process is involved:

- **Step 1** - the complaining landowner must make a written request to the other landowner for the erection of a fence.
- **Step 2** - if Step 1 does not resolve the matter, the complaining landowner must make a formal request to the township trustees to resolve the dispute.⁸

- **Step 3** - the trustees must give five days written notice to all adjoining landowners that are liable for the erection or maintenance of the partition fence concerning time and place of the hearing.⁹
- **Step 4** - the fence viewers meet and issue a written order that allocates responsibility for maintenance or erection of the partition fence.¹⁰

The fence viewers are to divide responsibility for building and maintaining partition fences equally between the parties regardless of which party gains primary benefit from the fence construction.¹¹ As mentioned above, the decision of the fence viewers is binding. However, a landowner can appeal to the local district court by filing a notice of appeal within 20 days after the fence viewers render their decision, and filing an appeal bond.¹²

Absent an appeal, landowners must construct or maintain their assigned portion of fence as decided by the fence viewers. If a party fails to comply with the decision of the fence viewers,¹³ disaffected landowners can request that the fence viewers build or maintain the fence. But, the party (or parties) requesting the fence viewers to do so must pay a deposit to cover the fence building expense, which will be reimbursed upon collection from the party in default.¹⁴ When the fence work is completed, the landowner in default will have ten days to make the required payments. If payment is not made, the amount will be assessed as property taxes on the disputed property.¹⁵

What kind of fence can be required?

Iowa law generally requires the erection of a “legal” fence. Several options qualify as legal fence under Iowa law: rails, boards, or most commonly— three barbed wires.¹⁶ If a landowner pastures sheep or swine, a fence can also be required to be tight.¹⁷ A tight fence requires the landowner to add woven wires to the partition fence to restrain sheep and swine.¹⁸

Partition fences and livestock owners

Iowa is a common-law, fence-in jurisdiction. This means that a farmer has a responsibility to fence in their own livestock. Iowa does, however, follow a conditional fence-out theory. Thus, if an animal escapes as a consequence of negligent fence maintenance by adjacent landowners, the neighboring landowner will not be able to recover damages to their property by the trespassing animal.¹⁹ Essentially, Iowa places a duty on the non-livestock owner to maintain their portion of the fence and limits the overall reach of the “fence-in” theory. As noted above, adjacent landowners are equally responsible for building and maintaining partition fences.

Livestock owners must fence and control animals under their care. A livestock owner is liable for the damages caused by their trespassing animals if the trespass is caused by the owner’s negligence.²⁰ The concept of “distrain” may also come into play. Distrain allows a person to take possession of trespassing livestock until the costs of distrain (e.g., the cost of keeping and caring for the livestock and any damages that they caused) are paid.²¹

A livestock owner may also be liable for damages to third parties, such as motorists who suffer harm from trespassing animals. In Iowa, a common law duty exists to prevent animals from entering a public roadway despite the fact the formal fence-in statute was repealed in 1994.²² As a result, a livestock owner has a duty of ordinary care to prevent injuries and is liable to the extent that injuries were reasonable foreseeable. For example, in a 2004 Iowa Supreme Court opinion, a ranch failed to inspect the fence and take precautions necessary to protect motorists from stray horses.²³ The ranch argued that the statutory repeal of the fence-in requirement relieved them of this responsibility.²⁴ The Court disagreed, and noted that the common law imposed a duty of reasonable care upon livestock owners to restrain livestock.²⁵

Adjacent landowners also may bear liability for livestock if a trespass results from negligent maintenance of partition fence.²⁶ If a legal duty to construct a fence does not exist, adjacent landowners will not incur liability.²⁷ When a legal duty to maintain legal fence exists from a written agreement or order of the fence viewers, negligence by an adjacent landowner can lead to liability for damage to third parties.²⁸ If both parties, however,

fail to maintain a fence and a third party is injured, negligence will be a jury question. In lease situations, Iowa courts have held that landlords bear no responsibility for damage caused by a tenant's livestock.²⁹

Under Iowa law, a "habitual trespass" occurs when livestock escape their enclosure at least three times in a 12-month period and trespass onto the same neighboring landowner or the same public road each time.³⁰ In that event, the local government may (either on its own initiative or upon receipt of a complaint) make a finding as to whether a habitual trespass has occurred. If so, the disaffected neighboring landowner can make written request of the livestock owner that the livestock owner build a fence. If such a fence is not built within 30 days of receiving the request, the matter can be submitted to the fence viewers. The neighboring landowner is not liable for building or maintaining the fence unless the neighboring landowner is an adjacent landowner.

What if a fence has been improperly located?

If it is discovered that a fence has been improperly located, but it has been treated as the boundary by the adjacent owners landowners there may be a strong interest in allowing the fence to remain in its current position. Iowa law recognizes this fact and allows a misplaced fence to continue to serve as the legal boundary between adjacent landowners – irrespective of what a subsequent survey may indicate is the actual true boundary. In Iowa, once a fence has been utilized as the boundary for a period of 10 years, the fence can establish the boundary even though a later survey indicates the fence is not on the surveyed line.³¹ This concept is known as a "boundary by acquiescence." The adjacent owners didn't know where the true property line was, but simply acquiesced in the existing fence line as the actual boundary by either farming or grazing cattle up to the fence. Once a court determines that, based on the evidence, the fence has been treated as a boundary for 10 years, the fence becomes the true boundary.³²

A similar concept is where a misplaced fence can become the true boundary under via a prescriptive easement (by prescription). A prescriptive easement can arise when the adjacent owners know where the true boundary is, know that the existing fence is not on the line, but continue to use the

fence as the property line. In that situation, one of the adjacent owners is actually allowing the other adjacent owner to use some of their property that they wouldn't otherwise be able to use if the fence were in the correct location. The party that is benefitting from the misplaced fence can establish a prescriptive easement by showing that they have openly and notoriously possessed the land, adversely under a claim of right, and have had continuous and exclusive use for the statutory period (10 years).³³

Open and notorious possession requires that a landowner have used the property in a similar as fashion as the true owner, which is established by acts such as improving or maintaining the land.³⁴ That possession be adverse and under a claim means that the landowner has made an innocent mistake in locating the boundary and had believed that the fence was on the proper location when erected.³⁵ Continuous use for the statutory period requires that a landowner's use has not interrupted by another party for the statutory period – 10 years.³⁶ Exclusive use by the landowner claiming the easement is not required, as "mere casual intrusion by others on the property" does not invalidate the continuity required for a prescriptive easement to be established.³⁷ If these elements are established, the fence will continue to serve as the border between landowners as a result of a prescriptive easement.

Constitutional issues

In recent years, the constitutionality of requiring a landowner to erect and maintain partition fencing has been questioned. As the trend towards a more urban society continues, the validity of fencing statutes will likely be challenged on a more frequent basis. Some states have formally taken the position that compelling a property owner that does not own livestock to contribute to the erection or maintenance of a fence is unconstitutional (on Fifth Amendment grounds as a taking of private property without "just compensation").³⁸ However, Iowa has not taken this view.³⁹ The Iowa Supreme Court has held it constitutional to require landowners to share in the expense of creating a partition fence. In a 1995 case, an urban resident complained that requiring contribution for a fence which provided him no benefit was unconstitutional. But, the Court disagreed, noting that Iowa is an agricultural state,

and that the burden on the non-livestock owner was minimal.

Conclusion

The old maxim remains true – “Good fences make good neighbors.” So, to avoid fencing disputes, the best practice is to maintain communication with neighbors. But it is also helpful to have an understanding of the basic principles of Iowa fence law. It is also helpful to remember that many potential conflicts can be resolved in advance through written fence agreements between the parties. If that approach doesn’t work, the fence viewers can be called upon to make a decision. Regardless of which method is used, it is apparent that fences will continue to aid the agricultural interests of Iowa for the foreseeable future.

*Leonard Dolezal Professor in Agricultural Law, Iowa State University, Ames, Iowa, and Director of the ISU Center for Agricultural Law and Taxation. Member of the IA, KS and NE Bars.

¹ IOWA CODE § 359A.16.

² See, e.g., *Gravert v. Nebergall*, 539 N.W.2d 184 (Iowa 1995)(local home rule does not pre-empt a specific state statute relating to fences; agricultural land immaterial).

³ See IOWA CODE §169C.6 (2007).

⁴ IOWA CODE § 359A.1A (2006).

⁵ IOWA CODE § 359A.13 (2006).

⁶ IOWA CODE §359.17.

⁷ IOWA CODE § 359A.3 (2006).

⁸ *Id.*

⁹ *Id.*

¹⁰ IOWA CODE § 359.A4 (2006).

¹¹ See *Duncalf v. Ritscher Farms, Inc.*, 627 N.W.2d 906 (Iowa 2001).

¹² IOWA CODE § 359A.23 (2006).

¹³ The parties must complete the fence work within the timeframe established by the fence viewers in their decision. Default occurs if a responsible party does not complete assigned work within 30 days of the completion date established by the fence viewers.

¹⁴ IOWA CODE § 359A.4 (2006).

¹⁵ IOWA CODE § 359A.6 (2006).

¹⁶ IOWA CODE § 359A.18 (2006).

¹⁷ IOWA CODE § 359A.21 (2006).

¹⁸ IOWA CODE § 359A.20 (2006).

¹⁹ *Noble v. Chase*, 60 Iowa 261, 14 N.W. 299 (1882).

²⁰ IOWA CODE § 169C.4 (2006).

²¹ IOWA CODE § 169.C1 (2006).

²² See, e.g., *Klobnak v. Wildwood Hills, Inc.*, 688 N.W.2d 799 (Iowa 2004).

²³ *Id.*

²⁴ *Id.*

²⁵ *Id.*

²⁶ *Mossman v. Amana Society*, 494 N.W.2d 676 (Iowa 1993).

²⁷ *Jacobs v. Stover*, 243 N.W.2d 642 (Iowa 1976).

²⁸ See, e.g., *Mossman v. Amana Society*, 494 N.W.2d 676 (Iowa 1993)(railroad liable for negligent care of fence, which lead calf to escape and injure motorist).

²⁹ *Byers v. Evans*, 436 N.W.2d 654 (Iowa Ct. App. 1988)(landlord had no duty to exercise control over fences constructed by tenant).

³⁰ Iowa Code §169C.6 (2007).

³¹ Iowa Code §650.6 (2006).

³² Iowa Code § 650.14. See also *Heer v. Thola*, 613 N.W.2d 558 (Iowa 2000) (establishment of title via acquiescence occurs upon court finding that particular boundary has been acquiesced in for statutory period); *Lucas v. Forrester*, No. 6-688/05-1847, 2007 Iowa App. LEXIS 192 (Iowa Ct. App. Feb. 28, 2007)(same); *Feldmann v. Ostwinkle*, No. 05-1157, 2006 Iowa App. LEXIS 196 (Iowa Ct. App. Mar. 1, 2006) (same); *Post v. Barnette*, No. 7-506/07-0097, 2007 Iowa App. LEXIS 1219 (Iowa Ct. App. Nov. 15, 2007) (plaintiff failed to establish by clear evidence the location of a “definite line” required to find a boundary pursuant to Iowa Code §650.14).

³³ IOWA CODE § 564.1 (2006).

³⁴ See, e.g., *Johnson v. Kaster*, 637 N.W.2d 174, 179 (Iowa 2001).

³⁵ *Collins Trust v. Alamakee County Bd. of Supervisors*, 599 N.W.2d 460 (Iowa 1999).

³⁶ IOWA CODE § 564.1 (2006).

³⁷ *Johnson v. Kaster*, 637 N.W.2d 174 (Iowa 2001).

³⁸ *Choquette v. Perrault*, 153 Vt. 45, 589 A.2d 455 (1989)(requiring non-livestock owners to build and maintain fences constituted a compensable taking under the Fifth Amendment).

³⁹ *Gravert v. Nebergall*, 539 N.W.2d 184 (Iowa 1995).

July 17, 2023

Jacobs Park / Flannagan fence

History:

This property has been in our family for about 100 years. It has always been agricultural land. There was a fence between our property and what is now Jacob's park. The fence had deteriorated over the years but there were posts, barbed wire, and brush that was a barrier to the park.

Cancer: This spring the city of Monticello cleaned up the fence line. That was done without our knowledge. We have in the past not had a problem with children coming into the field but now I have a great concern that without any barrier it would be very easy for children to run onto our property. They get distracted easily and could be chasing a ball. The field is only feet away from the batter's cage and runs the length of Jacob's park from north to south. We have the field rented for corn so there is big machinery in there from time to time. My concern is that a child could be hurt. The machinery is large and it would be hard to see a small child. I am concerned about my liability and yours.

Request: I am requesting that the city of Monticello cost share the replacement cost of the fence. It is approximately 350 feet. The estimate for a 4 foot high woven wire fence with a single strand towards the top of the posts is \$2,878. I am providing you with the estimate from Heier fencing. Your half of this would be money well spent.

Diane Flannagan
804 West First St
Monticello, IA

FORMAL REQUEST

July 17, 2023

**To: The City of Monticello
From: Diane Flannagan
804 W 1st. St**

Concerning: Jacob's park

This spring the city, without my knowledge, cleaned up the fence line between our property and the west side of Jacob's park. The fence line had posts,, barbed wire, and brush that had been an effective barrier between our properties.. The park is right beside a corn field with the batter's cage only feet away from the field. I am concerned about a child running into the field and getting injured. There will be large equipment in there and it would be almost impossible to see if a child were to dart into the field to get a ball or was just curious and walked in there.

**I am requesting that the. City of Monticello cost share the fence replacement. I have an estimate from Heier Fencing for 350 feet of 4 foot high woven wire with with a single strand towards the top of the posts. The estimated cost is \$2,878. I have attached the estimate.
Diane Flannagan**

Hejar Fencing and Supply, Inc.

13975 Ryan RD
Peosta, IA 52068

Phone No. 563-557-1904

Estimate

Date	Estimate #
6/22/2023	694829

Name / Address
Dave Flannagan 804 W 1st St Monticello, IA 52310

Customer Phone
319-480-3027

Terms	
Exempt Cert date	
P.O. No.	

Item #	Description	Qty	U/M	Cost	Total
	350' woven 2 Steel 1 wood at 12'	350	FT	7.00	2,450.00
	4 brace setups	4	EA	100.00	400.00T

Subtotal		\$2,850.00
Sales Tax (7.0%)		\$28.00
Total		\$2,878.00

Pricing is valid for 30 days from date of estimate. After 30 days project will need to be requested.

City Council Meeting
Prep. Date: August 2, 2023
Preparer: Nick Kahler



Agenda Item: 18
Agenda Date: August 7, 2023

Communication Page

Agenda Items Description: Approval of Midwest concrete bid to replace curb along South Street by Cornerstone

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Curb/Gutter bid

Background Information: Cornerstone is going to replace their sidewalk on the South St. side of the building. Midwest concrete is doing the work so I had them give me a quote on replacing the curb and gutter at the same time. We have patched that section a couple times and is not a true curb. It is more of a drive over curb that the sidewalk sticks up above and the plows beat on it in the winter.

Staff Recommendation: I recommend the approval of the Midwest Concrete bid



2013 2023

10 Year Anniversary

MIDWEST CONCRETE INC.

9835 Midwest Lane
Peosta, IA 52068

P: 563.845.0947

F: 563.583.1007

E: office@midwest-concrete.net

Bid Date:

6/14/2023

Project Number:

Monticello

BID ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE BID	EXTENSION
9	Remove Curb & Gutter	195	LF	\$15.00	\$2,925.00
10	2' PCC Curb & Gutter	195	LF	\$30.00	\$5,850.00
11	Subbase, 4"	18	TN	\$42.04	\$756.72
12	Class 10 (make room for rock)	9	CY	\$11.50	\$103.50
13	Mobilization	1	LS	\$1,500.00	\$1,500.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00

NO ADDENDUMS ACKNOWLEDGED

No cold weather cost included

Subbase +/- .10'

TRAFFIC CONTROL EXCLUDED

STAKING EXCLUDED

****Bonds & Dues are excluded****

****All Items are tied, unless noted****

****Concrete Washout by Prime Contractor, if one is not provided there will be an additional \$500.00 charge assessed.****

This price is valid for 30 days from date of letting and will remain so for the duration of 2023, if this project runs into 2024 there will be a materials price increase.

TOTAL \$11,135.22

(Words)

(Numbers)



City Council Meeting
Prep. Date: 8/2/2023
Preparer: Sally Hinrichsen



Agenda Item: # 19-27
Agenda Date: 8/07/2023

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:

- 8. City Engineer
- 9. Mayor
- 10. City Administrator
- 11. City Clerk
- 12. Public Works Director
- 13. Police Chief
- 14. Water/Wastewater Superintendent
- 15. Park and Recreation Director
- 16. Library Director