

City of Monticello, Iowa

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Posted on November 1, 2023 at 6:00 p.m.

Re-posted on November 3, 2023 at 9:00 a.m.

Monticello City Council Meeting November 6, 2023 at 6:00 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	October	16, 2023	,
Approval of Payroll	October	19, 2023	
Approval of Bill List			
Approval of Eagles Club Special 5-day alcohol license			

Proclamations:

1. **Proclamation** – Mayor's Proclamation – Small Business Saturday

Resolutions:

2. **Resolution** Authorizing the Mayor to sign Main Street Iowa Program Continuation Agreement with Monticello Main Street and Iowa Economic

Development Authority and the City of Monticello and further pledging continued support and participation in the Main Street Program

3. **Resolution** Appropriating funds necessary to meet the City's Obligation to Monticello Main Street Iowa Program Agreement
4. **Resolution** Approving FY 2022-2023 Street Finance Report
5. **Resolution** Appropriating funds necessary to meet the City's Obligation to Kardes Inc. per Development Agreement dated March 17, 2014
6. **Resolution** Appropriating funds necessary to meet the City's Obligation to Cobblestone Inn & Suites (formerly known as Boulders Inn Monticello) under the Development Agreement dated October 5, 2015; as amended November 20, 2017
7. **Resolution** Appropriating funds necessary to meet the City's Obligation to Orbis Manufacturing, a subsidiary of Menasha Corporation per Development Agreement dated April 3, 2017, as amended by Resolution #19-27, dated April 15, 2019
8. **Resolution** Appropriating funds necessary to meet the City's Obligation to Lauren Welter, successor owner of 218 West First Street, Suite "A" per Development Agreement dated October 2, 2017
9. **Resolution** Appropriating funds necessary to meet the City's Obligation to Paige Jacobs, LLC, successor owner of 218 West First Street, Suite "B" per Development Agreement dated October 2, 2017
10. **Resolution** Appropriating funds necessary to meet the City's Obligation to Njs LLC successor owner of 218 West First Street, Suite "C" per Development Agreement dated October 2, 2017
11. **Resolution** Appropriating funds necessary to meet the City's Obligation to Mercy Care Management, Inc per Development Agreement, dated July 7, 2019
12. **Resolution** Appropriating funds necessary to meet the City's Obligation to McMATT Properties per Development Agreement, dated June 21, 2021
13. **Resolution** Appropriating funds necessary to meet the City's Obligation to BR3 Development LLC per Development Agreement, dated March 1, 2021
14. **Resolution** Appropriating funds necessary to meet the City's Obligation to Frontier Warehousing and Oak Street Commercial Cabinets, Inc dba Oak Street Manufacturing per Development Agreement, dated January 3, 2022, as amended November 7, 2022

15. **Resolution** Appropriating funds necessary to meet the City's Obligation to Theisen Real Estate LLC per Development Agreement, dated September 15, 2023
16. **Resolution** Appropriating funds necessary to meet the City's Obligation to Mike Beck and Ken McDermott, known as Royal Flush Truck Wash, Inc per Development Agreement, dated March 17, 2014, and as amended, dated June 3, 2019
17. **Resolution** Approving FY 2025 TIF Certification
18. **Resolution** Approving \$152.91 Credit against First Presbyterian Church's Utility billing for the property located at 211 West First Street
19. **Resolution** authorizing and approving a certain Loan Agreement, providing for the issuance of \$2,350,000 General Obligation Corporate Purpose Bonds, Series 2023 and providing for the levy of taxes to pay the same
20. **Resolution** approving the hiring of a temporary library intern
21. **Resolution** Approving the Plat of Parcel 2023-82, which is a portion of the Cherry Street Right-of-Way previously vacated by Resolution 2023-38

Motion:

22. **Motion** to approve the City of Monticello Integrated Roadside Vegetation Management Plan and authorize Mayor and City Administrator to sign the plan and further authorizing Park Director to submit application to enter the Integrated Roadside Vegetation Management Program

Reports / Potential Actions:

23. City Engineer
 - a. Update on bid results for the Wastewater Treatment Facility Project
24. Mayor
25. City Administrator
26. Park and Recreation Director
27. Library Director
28. City Clerk
29. Public Works Director
30. Police Chief
31. 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: November 6, 2023 Council Meeting

Time: Nov 6, 2023 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88975440242>

Meeting ID: 889 7544 0242

One tap mobile

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+16469313860,,88975440242# US

Dial by your location

- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +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)
- +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

Meeting ID: 889 7544 0242

Find your local number: <https://us02web.zoom.us/j/88975440242>

Regular Council Meeting
October 16, 2023 – 6:00 P.M.
Community Media Center

Mayor David Goedken called the meeting to order. Council present were: Candy Langerman, Wayne Peach, Scott Brighton, Chris Lux and Brenda Hanken. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Library Director Faith Brehm, Water/ Wastewater Superintendent Jim Tjaden, and Park and Rec Director Jacob Oswald. Council member Tom Yeoman 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.

Brighton moved to approve the agenda, removing item #14 related to Main Street Iowa Program agreement, which will be on the next agenda; and changing dollar amount on item #11, related to airport project per request of engineer’s email today to \$25,319.40. Langerman seconded, roll call was unanimous.

Amber Light, business owner of Up In Smoke and Puff and Stuff, updated Council on their business and items they are selling. She offered to have someone speak to Council on the THC products they sell to educate them on the products. She also offered to be on the committee looking at regulations and zoning of future stores selling tobacco.

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

Mayor opened the public hearing on the proposed Amendment to the Monticello Urban Renewal Area. Farnum advised Planning & Zoning recommended approval of adding North Chestnut Street to the TIF area and plan. Being no comments were received, Mayor closed the public hearing on the proposed Amendment to the Monticello Urban Renewal Area. Brighton moved to approve Resolution #2023-137 to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Monticello. Peach seconded, roll call unanimous.

Mayor opened the public hearing on the proposed rezoning of property located 201 N. Main Street from R-1 Single Family to R-2 Two Family Residential. Hinrichsen stated Richard Wolken wanted to go on record that he is 100% in favor of this project and felt it would be a great addition to the area. Being no further comments were received, Mayor closed the public hearing on the proposed rezoning of property located 201 N. Main Street from R-1 Single Family to R-2 Two Family Residential. Peach introduced and moved Ordinance #771 amending the Monticello Code of Ordinances, by amending Chapter 165 “ZONING REGULATIONS” of certain property located within the City Limits of the City of Monticello, same being generally described as 201 North Main Street, Monticello, IA 52310, and amending the Official Zoning Map, first reading in title only. Hanken seconded, roll call unanimous. Peach moved that the statutory rule requiring said ordinance to be considered and voted on for passage at two City Council meetings prior to the meeting at which it is to be finally passed be suspended and that said ordinance be regarded as having been considered and voted on for passage at two

prior Council meetings. Hanken seconded, roll call unanimous. Langerman moved Ordinance #771 amending the Monticello Code of Ordinances, by amending Chapter 165 “ZONING REGULATIONS” of certain property located within the City Limits of the City of Monticello, same being generally described as 201 North Main Street, Monticello, IA 52310, and amending the Official Zoning Map, third and final reading in title only. Lux seconded, roll call unanimous.

PFM Financial Advisor Matt Stoffel, reviewed the bids received today on the bonds, with the low bidder coming in with a TIC interest rate of 4.1775%. Stoffel advised the local Citizens State Bank also bid with Northland Securities but their bid came in higher. Hanken questioned if City could sell the bonds to Northland Securities and Citizens State Bank. Stoffel advised it would cost the City around \$50,000 in interest and that they could purchase the bonds on the second market. Stoffel stated that he and PFM recommend awarding the bonds to UMB Bank N.A. in Kansas City, Missouri with the TIC interest rate of 4.1775%. Langerman moved to approve Resolution #2023-138 Awarding General Obligation Corporate Purpose Bonds, Series 2023. Brighton seconded. Roll call unanimous, except Hanken who voted nay, as she would like to see the local bank get the bonds.

Farnum stated the next several Plat resolutions are related to the Fraser farm that was parceled off and sold to the City, Monticello School and adjacent farmers. Farnum stated the Fraser family was great to work with. Farnum advised Planning & Zoning and City Staff recommend approval. Langerman moved to approve Resolution #2023-139 Approving Plat of Survey to Parcel 2023-77, Peach seconded, roll call unanimous.

Langerman moved to approve Resolution #2023-140 Approving Plat of Survey to Parcel 2023-78, Peach seconded, roll call unanimous.

Hanken moved to approve Resolution #2023-141 Approving Plat of Survey to Parcel 2023-79, Brighton seconded, roll call unanimous.

Lux moved to approve Resolution #2023-142 Approving Plat of Survey to Parcel 2023-80, Peach seconded, roll call unanimous.

Brighton moved to approve Resolution #2023-143 Approving Plat of Survey to Parcel 2023-81, Lux seconded, roll call unanimous.

Farnum advised engineer emailed the adjusted pay request today. There will be one more pay request once the contractor completes the punch list. Langerman moved to approve Resolution #2023-144 Approving Pay Request #6 related to the Monticello Airport Taxiway Connector project, to Boomerang in the amount of \$25,319.40, Brighton seconded, roll call unanimous.

Brighton moved to approve Resolution #2023-145 adopting Job Description for Ambulance Director, Langerman seconded, roll call unanimous.

Regular Council Meeting
October 16, 2023

After much discussion regarding the Ambulance Director proposed salary, Lori Lynch agreed to accept the position with the annual salary at the prorated equivalent of \$82,000 for the remainder of fiscal year 23/24 and salary to be determined for fiscal years 24/25 and 25/26, during the budget process. Peach moved to approve Resolution #2023-146 to Appoint Lori Lynch as Ambulance Director with salary, Lux seconded, roll call unanimous.

Farnum reported the Jones County Economic Development gala is October 30th and need to RSVP to attend.

Farnum advised ECICOG is starting a rental inspection program. He will look into further if the Council was interested. Council would like more details on the program.

Farnum reported the City received the REAP Grant to purchase the ground along the airport for a future trail, in the amount of \$75,000. Iowa Department Homeland Security and Emergency Management (HSEMD) approved the HMGP General Infrastructure Grant for the West Well Generator, with Federal share 90% and State share 10%, total of \$67,250.00.

Farnum advised the Corp of Engineers has issued a permit for the 6th Street Ditch Project.

Farnum stated the contractor installed a driveway to get their equipment onto the Airport grounds and were to tear it back out. Farnum reached out to Boomerang for a quote to leave the driveway and bring it up to DOT compliance and they quoted \$7,280.00. This will keep the farm equipment off the runway and aprons. Langerman moved to approve quote from Boomerang to leave the airport driveway for farm equipment access and bring it up to the DOT standards, Peach seconded, roll call unanimous

Brehm reported the Library Fall Festival had a great turnout. Brehm updated Council on other activities happening at the Library.

Hinrichsen stated the Annual Street Finance Report is completed and will be on the next agenda. Hinrichsen is working on the annual TIF appropriation for approval in November.

Goedken questioned if the stop light at Hwy 38 and Main Street is working correctly. He felt it was using the timer instead of the eye.

Oswald reported that Kegan Arduser turned in his two-week resignation. Oswald would like to use site supervisors, if the Council approves.

Oswald reported strategic planning session for Parks and Rec is tomorrow October 17, 2023 from 5:30 to 8:30 PM at the Innovation Lab. Everyone is invited.

Peach moved to adjourn the meeting at 7:02 P.M.

Regular Council Meeting
October 16, 2023

David Goedken, Mayor

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - OCTOBER 19, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	October 2 - 15, 2023				
Brian Bronemann	\$ 701.40	\$ -	0.00	0.00	\$ 589.81
Shelley Bronemann	112.00	-	0.00	0.00	96.40
Jamie Coleman	2,032.00	-	37.13	37.13	1,666.33
Mason Hanson	2,686.20	574.20	0.00	0.00	1,797.10
Jayna Koffron	2,111.20	319.20	0.00	0.00	1,579.76
Lori Lynch	2,358.40	-	0.00	0.00	1,626.22
Coletta Matson	2,112.00	-	25.50	36.00	1,404.61
Chloe Mogensen	739.20	-	0.00	0.00	582.68
Mandy Norton	109.20	-	0.00	0.00	94.07
Daniel Poirier	228.60	-	0.00	0.00	196.92
Curtis Wyman	2,170.35	298.35	0.00	218.50	1,490.03
TOTAL AMBULANCE	\$ 15,360.55	\$ 1,191.75	62.63	291.63	\$ 11,123.93
CEMETERY	October 2 - 15, 2023				
Sawyer Brokaw	\$ 120.00	\$ -	0.00	0.00	\$ 110.82
Dan McDonald	1,967.20	-	0.00	0.00	1,444.70
TOTAL CEMETERY	\$ 2,087.20	\$ -	0.00	0.00	\$ 1,555.52
CITY HALL	October 2 - 15, 2023				
Cheryl Clark	\$ 2,092.00	\$ -	2.25	17.25	\$ 1,440.32
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	1,840.81	-	0.00	0.00	1,308.40
TOTAL CITY HALL	\$ 10,938.66	\$ -	2.25	17.25	\$ 7,201.84
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	October 2 - 15, 2023				
Faith Brehm	\$ 1,680.00	\$ -	0.00	0.00	\$ 1,278.80
Molli Hunter	1,243.20	-	0.00	0.00	980.61
Penny Schmit	1,476.00	-	0.00	0.00	894.07
TOTAL LIBRARY	\$ 4,399.20	\$ -	0.00	0.00	\$ 3,153.48
MBC	October 2 - 15, 2023				
Keegan Arduser	\$ 1,523.08	\$ -	0.00	0.00	\$ 1,169.54
Jacob Oswald	2,413.27	-	0.00	0.00	1,820.93
TOTAL MBC	\$ 3,936.35	\$ -	0.00	0.00	\$ 2,990.47
POLICE	October 2 - 15, 2023				
Zach Buehler	\$ 385.32	\$ -	0.00	0.00	\$ 331.91
Peter Fleming	2,814.00	-	0.00	15.00	1,935.96

PAYROLL - OCTOBER 19, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Dawn Graver	2,783.20	-	0.00	0.00	2,020.07
Erik Honda	2,838.36	-	0.00	24.00	2,119.02
Jordan Koos	2,859.36	-	0.00	32.25	1,932.71
Cole Millard	1,952.00	-	0.00	0.00	788.95
Britt Smith	3,393.62	-	0.00	0.00	2,474.19
Madonna Staner	1,679.21	-	0.00	0.00	1,291.10
Brian Tate	3,090.36	-	0.00	12.00	2,221.45
TOTAL POLICE	\$ 21,795.43	\$ -	0.00	83.25	\$ 15,115.36
ROAD USE	October 2 - 15, 2023				
Zeb Bowser	\$ 1,927.21	\$ -	0.00	1.25	\$ 1,462.43
Jacob Gravel	1,927.20	-	0.00	0.00	1,413.38
Nick Kahler	2,457.46	-	0.00	0.00	1,742.10
Jasper Scott	1,927.20	-	0.00	0.00	1,448.04
TOTAL ROAD USE	\$ 8,239.07	\$ -	0.00	1.25	\$ 6,065.95
SEWER	September 30 - October 13, 2023				
Jim Tjaden	\$ 2,791.54	\$ -	0.00	0.00	\$ 2,036.17
TOTAL SEWER	\$ 2,791.54	\$ -	0.00	0.00	\$ 2,036.17
WATER	September 30 - October 13, 2023				
Scott Hagen	\$ 1,987.20	\$ -	0.00	6.00	\$ 1,563.63
Josh Willms	1,987.20	-	0.00	12.38	1,465.12
TOTAL WATER	\$ 3,974.40	\$ -	0.00	18.38	\$ 3,028.75
TOTAL - ALL DEPTS.	\$ 75,822.40	\$ 1,191.75	64.88	411.76	\$ 54,354.53

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
BAKER PAPER CO INC	PD BLDG REPAIR/MAINT		30.68		
CNH CAPITAL	PD EQUIP REPAIR/MAINT		78.70		
ENCOMPASS IOWA LLC	PD COMPUTER/TECH SUPPORT FEES		2,093.00		
INFRASTRUCTURE TECHNOLOGY	PD COMPUTER SUPPORT FEES		149.10		
JOHN DEERE FINANCIAL	PD EQUIP REPAIR/MAINT		2.69		
LYNCH DALLAS, P.C.	PD ATTORNEY FEES		597.50		
MONTICELLO COMM SCHOOL DISTRICT	PD FUEL		1,145.51		

	110 POLICE DEPARTMENT TOTAL		4,097.18		
STREET LIGHTS					
ALLIANT ENERGY-IES	E 1ST STREETLIGHTS		5,377.10		

	230 STREET LIGHTS TOTAL		5,377.10		
AQUATIC CENTER					
DIAMOND PI COMPANY	POOL SWIM TEAM		42.00		
STATE HYGIENIC LABORATORY	POOL LAB TEST		14.50		
INFRASTRUCTURE TECHNOLOGY	POOL OFFICE SUPPLIES		7.40		
NEXT GENERATION PLBG & HTG LLC	POOL BLDG REPAIR/MAINT		2,579.19		

	440 AQUATIC CENTER TOTAL		2,643.09		
CEMETERY					
MONTICELLO COMM SCHOOL DISTRICT	CEMETERY FUEL		199.08		
TRI COUNTY PROPANE LLC	CEMETERY UTILITIES		252.00		

	450 CEMETERY TOTAL		451.08		
CLERK/CITY ADMIN					
MOLLI JENN HUNTER	JANITORIAL SERVICES		455.00		

	620 CLERK/CITY ADMIN TOTAL		455.00		
ENGINEER					
SNYDER & ASSOCIATES, INC	ENGINEERING FEES		1,500.75		

	640 ENGINEER TOTAL		1,500.75		
ATTORNEY					
LYNCH DALLAS, P.C.	ATTORNEY FEES		660.50		

	641 ATTORNEY TOTAL		660.50		
CITY HALL/GENERAL BLDGS					
JUDY CHAPMAN	CH AUDIT DEPOSIT REFUND		500.00		
CELENE FERNANDEZ	CH AUDIT DEPOSIT REFUND		500.00		
GIS WORKSHOP LLC	CH OFFICE SUPPLIES		247.37		
HOLIDAY INN AIRPORT	CH TRAVEL - HINRICHSEN		224.00		
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK		195.20		
KOCH BROTHERS, INC.	CH COPIER MAINTENANCE		245.78		
MONTICELLO EXPRESS INC	CH ADVERTISING		514.46		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ORBIS MENASHA CORP	CH FRANCHISE FEE REFUND	9,904.96			
WYATT KEEHNER	CH WINDOW CLEANING	62.00			
	650 CITY HALL/GENERAL BLDGS TOTAL	-----	12,393.77		
	001 GENERAL TOTAL	-----	27,578.47		
MONTICELLO BERNDES CENTER					
PARKS					
D&S PORTABLES, INC.	MBC PORT-A-POT RENTAL	175.00			
FAREWAY STORES #840-1	MBC SPECIAL EVENTS	138.75			
MOLLI JENN HUNTER	JANITORIAL SERVICES	420.00			
INFRASTRUCTURE TECHNOLOGY	MBC OFFICE SUPPLIES	42.70			
KROMMINGA MOTORS INC	MBC EQUIP REPAIR/MAINT	83.11			
STEVE MONK CONSTRUCTION	MBC MOWING CONTRACT	58.65			
MONTICELLO COMM SCHOOL DISTRICT	MBC FUEL	136.54			
MONTICELLO EXPRESS INC	MBC OFFICE SUPPLIES	31.99			
JACOB OSWALD	MBC TRAVEL	660.36			
WELLS FARGO VENDOR FINANCIAL	2020 TOOLCAT PAYMENT	1,048.95			
	430 PARKS TOTAL	-----	2,796.05		
	005 MONTICELLO BERNDES CENTER TOTAL	-----	2,796.05		
FIRE					
FIRE					
CNH CAPITAL	FIRE VEHICLE REPAIR/MAINT	5,164.45			
INFRASTRUCTURE TECHNOLOGY	FIRE COMPUTER SUPPORT FEES	9.00			
JOHN DEERE FINANCIAL	FIRE VEHICLE OPERATING	19.98			
KARDES INC	FIRE FUEL	15.43			
KROMMINGA MOTORS INC		61.30			
MONTICELLO COMM SCHOOL DISTRICT	FIRE FUEL	322.09			
MUNICIPAL EMERGENCY SERVICES	FIRE MINOR EQUIPMENT	1,526.00			
THOMPSON TRUCK & TRAILER, INC.	FIRE EQUIP REPAIR/MAINT	114.71			
EMS LEARNING RESOURCES CENTER	FIRE BLS TRAINING	42.50			
	150 FIRE TOTAL	-----	7,152.86		
	015 FIRE TOTAL	-----	7,152.86		
AMBULANCE					
AMBULANCE					
BAKER PAPER CO INC	AMB BLDG REPAIR/MAINT	30.69			
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES	252.83			
INFRASTRUCTURE TECHNOLOGY	AMB DATA PROCESSING	23.90			
IOWA DEPT OF HUMAN SERVICES	AMB REFUND	1,453.88			
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL	1,381.45			
STRYKER SALES CORPORATION	AMB MEDICAL SUPPLIES	537.48			
UNITY POINT HEALTH	AMB MEDICAL SUPPLIES	316.68			
ZOLL MEDICAL CORPORATION	AMB MEDICAL SUPPLIES	556.00			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	160 AMBULANCE TOTAL		4,552.91		
	016 AMBULANCE TOTAL		4,552.91		
LIBRARY					
LIBRARY					
ALL AMERICAN LAWN & LANDSCAPE	LIB FLOWERBED MULCHING		347.00		
BAKER & TAYLOR BOOKS	LIB BOOKS		257.20		
FAREWAY STORES #840-1	LIB PROGRAMS/PROMOTIONS		118.40		
MOLLI JENN HUNTER	JANITORIAL SERVICES		332.50		
JOHN DEERE FINANCIAL	LIB BUILDING SUPPLIES		43.75		
MICRO MARKETING LLC	LIB BOOKS		19.16		
MONTICELLO CHAMBER OF COMMERCE	LIB PROGRAMS/PROMOTIONS		30.00		
TASTE OF HOME	LIB MAGAZINES		10.70		
	410 LIBRARY TOTAL		1,158.71		
	041 LIBRARY TOTAL		1,158.71		
AIRPORT					
AIRPORT					
BAKER PAPER CO INC	AIRPORT BUILDING SUPPLIES		157.65		
IOWA PUBLIC AIRPORTS ASSOC	AIRPORT DUES		200.00		
LYNCH DALLAS, P.C.	AIRPORT ATTORNEY FEES		66.00		
MCALEER WATER CONDITIONING INC	AIRPORT BUILDING SUPPLIES		35.00		
MONTICELLO AVIATION INC	AIRPORT MANAGER		2,386.78		
TRI COUNTY PROPANE LLC	AIRPORT UTILITIES		448.00		
	280 AIRPORT TOTAL		3,293.43		
	046 AIRPORT TOTAL		3,293.43		
ROAD USE					
STREETS					
ALLIANT ENERGY-IES	22059 HWY 38		224.78		
BEHREND'S CRUSHED STONE	RU STREET MAINTENANCE SUPPLIES		118.25		
ROBERT P CLAUSSEN	RU EQUIP REPAIR/MAINT		150.00		
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT		12.00		
AK BROWN ENTERPRISES LLC	RU TRAFFIC SIGNAL UPGRADES		24,481.00		
W.W. GRAINGER, INC	RU EQUIP REPAIR/MAINT		75.69		
INFRASTRUCTURE TECHNOLOGY	RU UTILITIES		9.90		
IOWA STATE PRISON INDUSTRIES	RU STREET MAINTENANCE SUPPLIES		846.70		
JOHN DEERE FINANCIAL	RU SUPPLIES		35.43		
KROMMINGA MOTORS INC	RU CONCRETE BREAKER RENTAL		1,318.44		
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT		82.15		
STEVE MONK CONSTRUCTION	RU STREET MAINTENANCE CONTRACT		9,844.27		
MONTICELLO COMM SCHOOL DISTRICT	RU FUEL		1,074.38		
L.L. PELLING CO	RU STREET MAINTENANCE SUPPLIES		809.00		
MATHY CONSTRUCTION	RU STREET MAINTENANCE SUPPLIES		137.40		
THOMPSON TRUCK & TRAILER, INC.	RU EQUIP REPAIR/MAINT		467.76		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	210 STREETS TOTAL		39,687.15		
	110 ROAD USE TOTAL		39,687.15		
PARK IMPROVEMENT CAPITAL PROJECTS					
KDST RADIO	MONTI IN MOTION CAR SHOW		150.00		
MONTICELLO EXPRESS INC	MONTI IN MOTION CAR SHOW		395.00		
	750 CAPITAL PROJECTS TOTAL		545.00		
	313 PARK IMPROVEMENT TOTAL		545.00		
CAPITAL IMPROVEMENT CAPITAL PROJECTS					
SNYDER & ASSOCIATES, INC	EAST FIRST STREET PROJECT		9,150.00		
	750 CAPITAL PROJECTS TOTAL		9,150.00		
STORM WATER FUND SNYDER & ASSOCIATES, INC	SIXTH STREET DITCH PROJECT		4,466.50		
	865 STORM WATER FUND TOTAL		4,466.50		
	332 CAPITAL IMPROVEMENT TOTAL		13,616.50		
BATY DISC GOLF COURSE PARKS					
D&S PORTABLES, INC.	BATY DG PORT-A-POT RENTAL		400.00		
JOHN DEERE FINANCIAL	BATY DG GROUNDS SUPPLIES		105.67		
STEVE MONK CONSTRUCTION	BATY DG MOWING		202.86		
	430 PARKS TOTAL		708.53		
	338 BATY DISC GOLF COURSE TOTAL		708.53		
TRUST/IOMA MARY BAKER LIBRARY					
CENTER POINT PUBLISHING	LIB BAKER BOOKS		49.14		
	410 LIBRARY TOTAL		49.14		
	503 TRUST/IOMA MARY BAKER TOTAL		49.14		
WATER WATER					
ALLIANT ENERGY-IES	16540 190TH ST WATER TOWER		156.12		
EASTERN IA EXCAVATING&CONCRETE	WATER SYSTEM		6,650.87		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
HAWKINS WATER TREATMENT	WATER SYSTEM	676.50			
STATE HYGIENIC LABORATORY	WATER LAB TESTS	72.50			
INFRASTRUCTURE TECHNOLOGY	WATER DATA PROCESSING	18.90			
IOWA ONE CALL	WATER SYSTEM	138.40			
IOWA RURAL WATER ASSOCIATION	WATER DUES	405.00			
JOHN DEERE FINANCIAL	WATER EQUIP REPAIR/MAINT	97.82			
MCALLISTER ELECTRICAL SERVICES	WATER EQUIP REPAIR/MAINT	548.52			
STEVE MONK CONSTRUCTION	WATER SYSTEM	58.65			
THEODORE KRAUS	WATER SYSTEM	1,069.85			
MONTICELLO COMM SCHOOL DISTRICT	WATER FUEL	216.40			
	810 WATER TOTAL		10,109.53		
	600 WATER TOTAL		10,109.53		
CUSTOMER DEPOSITS					
WATER					
CITY OF MONTICELLO	MEDELLIN/BERNARDO & MARY CARME	575.00			
	810 WATER TOTAL		575.00		
	602 CUSTOMER DEPOSITS TOTAL		575.00		
WATER CAPITAL IMPROVEMENT					
WATER					
SNYDER & ASSOCIATES, INC	WATER TOWER PAINTING	210.00			
VIKING INDUSTRIAL PAINTING LLC	WATER TOWER PAINTING	2,000.00			
	810 WATER TOTAL		2,210.00		
	604 WATER CAPITAL IMPROVEMENT TOTAL		2,210.00		
SEWER					
SEWER					
BEHREND'S CRUSHED STONE	SEWER GROUNDS SUPPLIES	83.96			
FAREWAY STORES #840-1	SEWER LAB SUPPLIES	20.95			
STATE HYGIENIC LABORATORY	SEWER LAB TESTS	1,119.50			
INFRASTRUCTURE TECHNOLOGY	SEWER DATA PROCESSING	72.40			
IOWA ONE CALL	SEWER SYSTEM	138.40			
JOHN DEERE FINANCIAL	SEWER SUPPLIES	35.98			
LAPORTE MOTOR SUPPLY	SEWER VEHICLE OPERATING	165.91			
MONTICELLO COMM SCHOOL DISTRICT	SEWER FUEL	216.40			
BOWKER PINNACLE HOLDINGS INC	SEWER EQUIP REPAIR/MAINT	1,011.56			
TRI COUNTY PROPANE LLC	SEWER UTILITIES	700.00			
HD SUPPLY, INC	SEWER LAB SUPPLIES	645.94			
	815 SEWER TOTAL		4,211.00		
	610 SEWER TOTAL		4,211.00		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
SEWER CAPITAL IMPROVEMENT					
SEWER					
MONTICELLO EXPRESS INC	SEWER FACILITY IMPROVEMENTS		36.02		

	815 SEWER TOTAL		36.02		

	613 SEWER CAPITAL IMPROVEMENT TOTAL		36.02		
SANITATION					
SANITATION					
JONES COUNTY SOLID WASTE	2ND QTR '24 ASSESSMENT		5,050.00		
REPUBLIC SERVICES	RESIDENTIAL GARBAGE		24,868.78		

	840 SANITATION TOTAL		29,918.78		

	670 SANITATION TOTAL		29,918.78		
YARD WASTE SITE					
SANITATION					
ALLIANT ENERGY-IES	22411 BUSINESS HWY 151		32.74		
MONTICELLO EXPRESS INC	YARD WASTE ADVERTISING		501.60		

	840 SANITATION TOTAL		534.34		

	675 YARD WASTE SITE TOTAL		534.34		
STORM WATER					
STORM WATER FUND					
STEVE MONK CONSTRUCTION	STORMWATER MAINTENANCE		151.80		

	865 STORM WATER FUND TOTAL		151.80		

	740 STORM WATER TOTAL		151.80		

			=====		
	Accounts Payable Total		148,885.22		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND NAME	AMOUNT
001 GENERAL	27,578.47
005 MONTICELLO BERNDES CENTER	2,796.05
015 FIRE	7,152.86
016 AMBULANCE	4,552.91
041 LIBRARY	1,158.71
046 AIRPORT	3,293.43
110 ROAD USE	39,687.15
313 PARK IMPROVEMENT	545.00
332 CAPITAL IMPROVEMENT	13,616.50
338 BATY DISC GOLF COURSE	708.53
503 TRUST/IOMA MARY BAKER	49.14
600 WATER	10,109.53
602 CUSTOMER DEPOSITS	575.00
604 WATER CAPITAL IMPROVEMENT	2,210.00
610 SEWER	4,211.00
613 SEWER CAPITAL IMPROVEMENT	36.02
670 SANITATION	29,918.78
675 YARD WASTE SITE	534.34
740 STORM WATER	151.80

TOTAL FUNDS	148,885.22

THE CITY OF MONTICELLO, IOWA
Proclamation #2023-01

Proclamation declaring November 25, 2023 to be
Small Business Saturday in Monticello, Iowa

**IN THE NAME AND BY THE AUTHORITY OF THE MAYOR OF THE CITY OF MONTICELLO,
IOWA, I DO HEREBY PROCLAIM AS FOLLOWS:**

Whereas, the government of **Monticello, Iowa**, celebrates our local small businesses and the contributions they make to our local economy and community; and

Whereas, according to the U.S. Small Business Administration, there are 33.2 million small businesses in the United States: small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62.7% of net new jobs created since 1995, and small businesses employ 46.4% of the employees in the private sector in the United States; and

Whereas, 68 cents of every dollar spent at a small business in the United States stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

Whereas, 72% of consumers reported that Small Business Saturday 2022 made them want to shop and dine at small, independently-owned retailers and restaurants all year long; and

Whereas, **Monticello, Iowa**, supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, **Dave Goedken**, Mayor of **Monticello, Iowa**, do hereby proclaim, November 25, 2023, as

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and to Shop Small throughout the year.

Herein proclaimed this _____ day of November, 2023, by my Authority as Mayor of the City of Monticello, Iowa

David Goedken
Mayor

City Council Meeting
Prep. Date: 10/30/2023
Preparer: Russell Farnum



Agenda Item: # 2 & 3
Agenda Date: 11/06/2023

Communication Page

Agenda Items Description: Monticello Main Street Presentation, Agreement with Monticello Main Street, City of Monticello and Iowa Economic Development Agency, and Request for Appropriation of Monticello Main Street funding for FY 24/25

<u>Type of Action Requested:</u> Resolutions (2)									
<u>Attachments & Enclosures:</u> 4-year Agreement	<u>Fiscal Impact:</u> <table border="1" style="width: 100%;"> <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: Monticello Main Street representatives will be present at the November 6 City Council meeting to make a presentation on their progress with the new Main Street program. Additionally, they are asking for approval of a new 4-year agreement with the State, and appropriation for their second year of funding.

Background: In late 2021, representatives from Monticello began preparing an application to the State of Iowa, Iowa Economic Development Agency (IEDA), and Main Street Iowa to become a Main Street community. In April, 2022, the City Council authorized the application to become a Main Street community and a pledge to fund the program in the amount of \$40,000 for the first three years.

That petition was strongly supported in Monticello and the program was granted approval in August, 2022. In September, 2022, the City Council approved a 3-year agreement with Main Street Monticello that included funding Monticello Main Street in the amount of \$40,000 per year for three years.

The total budget for the operation of the Monticello Main Street program is \$120,000 per year. Of that, generally, one third of the revenues should come from private fundraising and community support, one third from the benefitted business community and stakeholders, and one third from the local government. Per the Agreement, the City’s funding is a dollar-for-dollar match to the private fundraising, not to exceed \$40,000, for 3 years.

For City budget purposes, a portion of that pledge amount would be generated by the Hotel/Motel fund annually, and the other portion is drawn from the General Fund. The hotel/motel tax generates over \$20,000 per year, and is growing. The Hotel/Motel fund and historically has been used to fund the JCEDC, Chamber, ECIA, and the electronic sign (no longer existent).

The Council also is to appoint a person to serve on the Monticello Main Street Board. That appointee is currently Jacob Oswald. The FY22/23 funding was appropriated and paid. Monticello Main Street is now asking the Council to appropriate their funding for FY 24/25 for inclusion in the coming budget year.

The State of Iowa and Monticello Main Street are asking for City approval of the Main Street agreement. When Monticello was initially approved as a Main Street community, the City entered into a **one-year agreement** with Monticello Main Street and the Iowa Economic Development Agency “IEDA” with a number of commitments aimed at making sure our local program was successful. This one-year agreement is by design, to assure that local Main Street programs are set up correctly and function in accordance with the Main Street Approach™. In essence, it’s a probationary agreement, and is followed by an accreditation process after the first year.

Monticello Main Street has been very successful, and easily passed the Main Street accreditation review after the first year. This agreement, now, requires the City to continue providing the support, financial assistance, and encouragement necessary to sustain the Main Street program for the next four years. Neither the one-year agreement, nor the proposed four-year agreement, commit the City to a particular amount of funding. That funding is outlined in the City’s 3-year agreement with Monticello Main Street and can be reviewed when that agreement comes up for renewal in September, 2025.

The City’s obligations under the 4-year agreement with Monticello Main Street and IEDA include:

1. Continue to provide funding for the Monticello Main Street (again, it does not say how much the City must commit);
2. Appoint a City official to represent the City on the Monticello Main Street governing board;
3. Commit to follow the Main Street Approach™ as developed by the Main Street America and espoused by the Main Street Iowa Program.

Monticello Main Street and IEDA have similar obligations, to mutually support the Main Street program and continue in compliance with the Agreement and the principles of the Main Street program.

Recommendation: Approval is recommended.

The City of Monticello, Iowa

RESOLUTION

Authorizing the Mayor to sign Main Street Iowa Program Continuation Agreement with Monticello Main Street and Iowa Economic Development Authority and the City of Monticello and further pledging continued support and participation in the Main Street Program

WHEREAS, Main Street Iowa has been created to assist communities to develop a public-private effort to revitalize their historic commercial "Main Street" districts, and

WHEREAS, the Iowa Economic Development Authority Monticello to participate in the Main Street Iowa program, and

WHEREAS, the Council previously approved the submission of an application to be accepted into the Main Street Program and to financially support the program on June 17, 2019 by Resolution 19-84, and

WHEREAS, the Council has previously approved to pledge support to the Local Main Street Program governing board for a period of three years in the amount of \$40,000 cash and \$5,000 In-kind per year, to be paid from the Hotel/Motel Tax fund and/or the General Fund in amounts to be determined at a later date, and

WHEREAS, THE Council agrees to invest financially into the operation of the Monticello Main Street Program for the term of this agreement, which is January 1, 2024 to December 31, 2027. All payments made under this agreement shall be subject to annual appropriation by the City Council, and

WHEREAS, the Council authorizes the Mayor to execute the Main Street Iowa Program Continuation Agreement, on behalf of the City Council, to demonstrate the City's support of the Monticello Main Street Program and revitalization of the downtown/designated Main Street district as an important element of the City's economic development strategy. Further committing to continuing to follow the Main Street Approach as developed by the Main Street America and espouse by the MSI Program for local Main Street district revitalization efforts.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Monticello does hereby authorize the Mayor to sign the Main Street Iowa Program Continuation Agreement on behalf of the City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 16th day of October 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT

THIS MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT (“Agreement”) is entered into and executed by the Iowa Economic Development Authority (the “IEDA”), the City of Monticello (the “City”), and Monticello Iowa Main Street (the “Local Main Street Program”) (Individually “Party” and Jointly, the “Parties”).

WHEREAS, the IEDA administers the Main Street Iowa Program (the “MSI Program”); and

WHEREAS, the City was selected to participate in the MSI Program in 2022 and entered into a Program Agreement with the IEDA pursuant to which the City and the Local Main Street Program established a partnership with IEDA; and

WHEREAS, the City and the Local Main Street Program desire to continue to participate in the MSI Program; and

WHEREAS, the IEDA desires to continue the relationship which has been established with the City and the Local Main Street Program;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the Parties agree as follows:

SECTION I. The Local Main Street Program agrees to:

1. Main Street Revitalization Focus:
 - a. Maintain the Local Main Street Program’s focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™. This focus should be reflected in the program’s annual plan of action, goals and objectives, vision, and mission statement.
 - b. Promote the revitalization of the Main Street district through advocacy of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.

2. Main Street Paid Executive Director:
 - a. Employ a paid executive director for the Local Main Street Program. The executive director will be responsible for the day-to-day administration of the Local Main Street Program in the City. The Local Main Street Program and the City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the executive director position. The Local Main Street Program will comply with the following hiring expectations based on population and organization structure:
 - i. Communities with a population of over 5,000 and that have an organization solely dedicated to the revitalization efforts of the designated Main Street district are required to employ an executive director full-time (or full-time equivalent), 40 hours per week, that is dedicated to the revitalization efforts of the designated local Main Street District.
 - ii. Communities with a population over 5,000 and that have an organization that is not solely dedicated to the revitalization of the designated Main Street District (e.g. organization combined with a local chamber, tourism, community/county economic development, City, etc.) are required to employ an executive director full-time (or full-time equivalent), 40 hours per week, that is dedicated to the revitalization efforts of the local Main Street District and the organization must have additional staff dedicated to the other focus area(s) outside of the designated Main Street District.
 - iii. Communities with a population under 5,000 and that have an organization solely dedicated to the revitalization efforts of the designated Main Street District are required to employ an executive director that works at least 25 hours per week, that is dedicated to the revitalization efforts of the designated local Main Street district.
 - iv. Communities with a population under 5,000 and that have an organization that is not solely dedicated to the revitalization of the designated Main Street District (e.g. organization combined with a local chamber, tourism, community/county economic development, City, etc.) are required to employ an executive director full-time, 40 hours per week, who dedicates at least 25 hours per

- week to the revitalization efforts of the local Main Street District and 15 hours per week dedicated to the other focus areas outside of the designated local Main Street District.
- b. In the event the executive director position is vacated during the time of this agreement, the Local Main Street Program shall provide a written timeline to fill the position to the IEDA and fill the position within 120 days following the day the position was vacated. Upon hiring, the Local Main Street Program shall inform IEDA of the newly hired executive director's start date and contact information.
 - c. Develop and maintain an accurate position description for the executive director, a copy of which shall be provided to IEDA. The position description must include the rate of compensation and describe the professional activities for which the executive director is responsible.
 - d. Maintain applicable worker's compensation insurance for the executive director and staff.
3. Designated Main Street District: Submit to IEDA a current map of the approved designated Main Street district contemporaneously with execution of this Agreement.
 4. Local Main Street Program Office: Maintain an office within the designated boundaries of the local Main Street district.
 5. Main Street Economic Impact Reporting:
 - a. Submit economic impact reports on or before the due dates established by IEDA documenting the progress of the Local Main Street Program's activities.
 - b. If the Local Main Street Program fails to submit an economic impact report by the established due date, Main Street Iowa services, including but not limited to, design services, business support services, eligibility for grant applications, Main Street Iowa Development Awards nominations, and targeted technical assistance visits may be suspended until the Local Main Street Program has submitted all required reports.
 6. National Main Street Accreditation:
 - a. Maintain National Main Street America Accreditation. This agreement will be terminated pursuant to Article 9 if the Local Main Street Program fails to meet the National Main Street Accreditation standards during two consecutive accreditation rounds.
 - b. Present results of Main Street America Accreditation process to local City partners (council and/or staff) each year following Main Street America announcement of national accreditation recognitions.
 - c. Maintain a "Main Street America Member Community" membership with Main Street America.
 - d. Use the words "Main Street" when referring to and marketing the Local Main Street Program, either as an official part of the organization's name or as a tagline such as "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program shall include the Main Street America and Main Street Iowa logos on all communication materials.
 7. Training Requirements:
 - a. Participate, as required by the IEDA, in training sessions as scheduled throughout the term of this agreement. To remain in compliance and to be eligible for Main Street America National Accreditation, the Local Main Street Program shall be represented at both days, in their entirety, of the three (3) annual training sessions that have been designated as mandatory on the MSI Program calendar. Registration and all related travel expenses for training will be paid by the Local Main Street Program.
 - b. Any newly hired executive director will be required to participate in Main Street orientation as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Local Main Street Program.
 8. Demonstrated Support:
 - a. Obtain from the City's governing body a resolution of support of the Local Main Street Program and submit the approved resolution to IEDA with this agreement. This resolution must demonstrate a commitment to provide city funding to support the ongoing operation of the Local Main Street Program, appoint a City official to represent the City on the Local Main Street Program governing board of directors, and communicate that the City will continue to follow the Main Street Approach™ as developed by Main Street America and espoused by Main Street Iowa for Main Street district revitalization.

- b. Obtain a Resolution of Support from the Local Main Street Program governing board and submit the approved resolution with this agreement. This resolution must demonstrate the local Main Street board of director's commitment to continuing local Main Street district revitalization following the Main Street Approach™ as developed by the Main Street America and espoused by the MSI Program.

9. Compliance:

- a. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
- b. Remain in compliance with the requirements of the MSI Program as outlined in this agreement and the administrative rules for the MSI Program at 261 Iowa Administrative Code Chapter 39. If the IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement, the following procedures will apply:
 - i. IEDA shall issue an "Initial Warning" describing the Local Main Street Program's failure to comply with this agreement and provide guidance on how to comply. The Local Main Street Program will have 90 days to resolve its non-compliance. During this 90-day period, all Main Street Iowa services, with the exception of targeted technical assistance to help the Local Main Street Program mitigate non-compliant items, will be suspended. At the end of the 90-day period, the IEDA will evaluate whether the Local Main Street Program has resolved its non-compliance.
 - ii. If the Local Main Street Program is not in compliance at the end of the 90-day Initial Warning period, the IEDA may issue a Final Warning notifying the Local Main Street Program that, if the Local Main Street Program is not in compliance within 90 days after issuance of the Final Warning, Main Street Iowa may terminate this Agreement.
 - iii. The IEDA will send Notice of Termination via email to the local Main Street Executive Director, Main Street Board President, and City Mayor. Termination of this Agreement will result in the loss of recognition as a participant in the MSI Program and discontinuation of all Main Street Iowa services provided by IEDA.
 - iv. Within 30 days after issuance of the Notice of Termination, the Local Main Street Program shall cease using the trademarked brand "Main Street" and/or "Main Street Program" in its name or as part of its organization's identity and remove all references to the Main Street program on websites, social media, marketing materials, and remove Main Street Iowa highway sign.
 - v. The City may reapply for Main Street Iowa designation in a future Main Street Iowa application round hosted by the IEDA.

SECTION II. The CITY agrees to:

- 1. Main Street Revitalization Support:
 - a. Support and partner with the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™.
 - b. Support the revitalization of the Main Street district by utilizing tools and resources that support Main Street district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
- 2. Main Street Financial Support: Invest financially into the operation of the Local Main Street Program.
- 3. National Main Street Accreditation: Support the Local Main Street Program in compliance with this Agreement and with the completion of the annual Main Street America Accreditation.
- 4. Demonstrated Support: Pass a resolution that demonstrates the City's support of the Local Main Street Program and revitalization of the downtown/designated Main Street district as an important element of the City's economic development strategy. In the resolution, the City must commit to provide funding for the Local Main Street Program, appoint a City official to represent the City on the Local Main Street Program governing board, and commit to continuing to follow the Main Street Approach™ as developed by the Main Street America and espoused by the MSI Program .

SECTION III. The IEDA agrees to:

1. National Main Street Accreditation: Administer the Main Street America Accreditation process in Iowa on behalf of Main Street America and recognize Local Main Street Programs and Cities who successfully meet the Main Street America Accreditation Standards.
2. Main Street Technical Assistance:
 - a. Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to manage communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
 - b. Provide, as requested and as can be scheduled, on-site technical assistance to the Local Main Street Program and City by one or more downtown revitalization specialists. Technical assistance may include design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
 - c. Conduct an on-site partnership visit at least once every two years.
 - d. Provide continuing advice and information to the Local Main Street Program and City.
3. Main Street Training:
 - a. Coordinate at least three statewide training sessions annually for Local Main Street Programs and Cities. The nature of training to be provided at each session shall be based on the combined needs of all Iowa Main Street Communities.
 - b. Conduct at least three MSI Program orientations for all new executive directors and Local Main Street Program board members and volunteers. The orientation will introduce the participants to the MSI Program and to their immediate responsibilities.
 - c. Offer optional regional training sessions.
 - d. Statewide training sessions, orientations, and optional regional training sessions may be virtual, as determined by IEDA.
4. Main Street Network: Support and maintain the network of designated Main Street Iowa communities through communication, regular programming updates, networking opportunities, and peer-to-peer learning.

SECTION IV. The PARTIES hereto otherwise agree as follows:

1. The term of this Agreement shall be for a period of forty-eight (48) months beginning January 1, 2024 and ending December 31, 2027.
2. This Agreement may be amended by a written agreement to amend the Agreement signed by all three Parties, provided that the IEDA may unilaterally amend this Agreement to comply with legislative, administrative, and policy changes by the federal or state government.
3. Should any governmental unit enact, promulgate, or adopt laws, regulations, rules, or policies which alter or in any way affect the MSI Program, the City and the Local Main Street Program shall not hold IEDA liable in any manner for the resulting changes.
4. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors.
5. No Party shall discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, gender identity, marital status, or national origin.
6. Any Party may terminate this Agreement without cause after 30 days written notice to the other two parties.
7. This Agreement supersedes any previous agreements or negotiations, whether oral or written.
8. Nothing contained in this Agreement shall create any employer-employee relationship between or among any of the Parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY: _____
Mayor Signature

Date

Mayor Printed Name

Monticello, IA
City

BY: _____
Board President Signature

Date

Board President Printed Name

Monticello Iowa Main Street
Local Main Street Program

BY: _____
Deborah V. Durham, Director
Iowa Economic Development Authority

Date

The City of Monticello, Iowa

RESOLUTION

Appropriating funds necessary to meet the City's Obligation to Monticello Main Street Iowa Program Agreement

WHEREAS, The Council approved a Main Street Iowa Program Agreement with Monticello Main Street Iowa that included the City's pledge support to the Local Main Street Program governing board for a period of three years in the amount of \$20,000 cash and \$5,000 In-kind per year, with Resolution #2022-57 dated April 18, 2022, and amended the City's pledge support to the Local Main Street Program governing board for a period of three years in the amount of \$40,000 cash, beginning in Fiscal Year 2024, with Resolution #2023-23 dated February 6, 2023

WHEREAS, The Council finds it appropriate to follow through on the City's obligation and/ or agreement set out therein to annually appropriate sums as pledged in the amount of \$40,000 each year, for Fiscal Years 2024, 2025 and 2026, and

WHEREAS, the Monticello City Council finds the City's support of the Local Main Street Program and revitalization of the downtown/ designated Main Street district as an important element of the City's economic development strategy. Further committing to continuing to follow the Main Street Approach as developed by the Main Street America and espouse by the MSI Program for local Main Street district revitalization efforts, and

WHEREAS, The Council finds that funds should be appropriated for FY '25 in the amount of \$40,000 cash according to the terms of the Main Street Iowa Program Agreement for second year pledge, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the second year's pledge payment for FY '25 to Monticello Main Street Iowa, in the amount of \$40,000.00

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 6th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 10/27/2023
Preparer: Sally Hinrichsen



Agenda Item: # 4
Agenda Date: 11/06/2023

Communication Page

Agenda Items Description: Resolution approving the FY 2022-2023 Street Finance Report

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

Attachments & Enclosures:

Resolution
Street Financial Report

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Annual Street Finance Report is required to be filed to the Iowa Department of Transportation by December 1 of each year, per Iowa Code section 312.14.

Background Information: City Annual Street Finance Report summarizes the revenues, expenses, debt payments, major equipment/ assets owned, rented and/or purchased, major street project, and finally, ending cash balances in applicable funds tied to “streets” in the community. I prepared the report and upon review and approval by the Council will see to its’ submission in accordance with State Law.

Staff Recommendation:

Staff recommends approval of the FY 2022-2023 Street Finance Report

THE CITY OF MONTICELLO, IOWA

RESOLUTION

Approving FY 2022-2023 Street Finance Report

WHEREAS, The City of Monticello is obligated to prepare and submit a report, annually, setting out the balances, revenues, expenses associated with our receipts and expenses and debt indebtedness and to further provide some detail in regard thereto, and

WHEREAS, The City Clerk has prepared the report for FY 2022-2023 Street Finance Report, as required by Code of Iowa section 312.14. Same having been reviewed by the City Administrator and presented to the City Council for review and approval, and

WHEREAS, The Council finds, based upon the information provided by the City Clerk, that the report should be approved for submission to the Iowa Department of Transportation.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 6th day of November 2023, does hereby approve the FY 2022-2023 Street Finance Report and directs the City Clerk to submit same to the Iowa Department of Transportation as required by Iowa Code section 312.14.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 6th day of November 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



City Street Finance Report

Fiscal Year 2023

Bureau of Local Systems

Monticello

Ames, IA 50010

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Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$160,680					\$160,680
Benefits - Roads/Streets		\$2,084	\$70,916				\$73,000
Training & Dues		\$1,448					\$1,448
Building & Grounds Maint. & Repair		\$6,614					\$6,614
Vehicle & Office Equip Operation and Repair		\$17,734					\$17,734
Operational Equipment Repair		\$57,991					\$57,991
Street Lights		\$3,143					\$3,143
Engineering		\$1,141					\$1,141
Insurance		\$11,937					\$11,937
Street Maintenance Expense		\$153,729				\$5,615	\$159,344
Tax Expense						\$5,262	\$5,262
Other Contract Services	\$104,770	\$16,291					\$121,061
Minor Equipment Purchases		\$554					\$554
Other Equipment		\$250					\$250
Operating Supplies		\$35,044					\$35,044
Other Supplies		\$160					\$160
Other Capital Equipment		\$7,948					\$7,948



City Street Finance Report

Fiscal Year 2023

Bureau of Local Systems

Monticello

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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Storm Drainage					\$13,614		\$13,614
Street - New Roadway					\$29,339		\$29,339
Principal Payment				\$327,643			\$327,643
Interest Payment				\$60,442			\$60,442
Bond Registration Fees				\$873			\$873
Transfer Out		\$80,000				\$21,195	\$101,195
Street Lighting	\$112,519						\$112,519
Snow Removal		\$21,600					\$21,600
Depreciation & Building Utilities		\$9,362					\$9,362
Snow Removal Salaries		\$19,262					\$19,262
Snow Removal Benefits		\$157					\$157
Total	\$217,289	\$607,129	\$70,916	\$388,958	\$42,953	\$32,072	\$1,359,317



City Street Finance Report

Fiscal Year 2023

Bureau of Local Systems

Monticello

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Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$187,187		\$70,916	\$367,763			\$625,866
Interest	\$12,859		\$4,098			\$1,794	\$18,751
State Revenues - Road Use Taxes		\$556,961					\$556,961
Other State Grants - IDOT	\$9,305						\$9,305
Charges/fees						\$81,488	\$81,488
Assessments					\$23,764		\$23,764
Contributions	\$7,938						\$7,938
Sale of Property & Merchandise		\$55,172					\$55,172
Sale of Assests		\$79,932					\$79,932
Transfer In			\$80,000	\$21,195			\$101,195
Total	\$217,289	\$692,065	\$155,014	\$388,958	\$23,764	\$83,282	\$1,560,372



City Street Finance Report

Fiscal Year 2023

Bureau of Local Systems

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Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2019 GO Bond - North Sycamore Street	\$1,830,000	\$240,000	\$54,900	\$240,000	\$54,900	\$1,590,000
2016 GO Bond & Refunding	\$630,000	\$155,000	\$10,807	\$54,602	\$3,807	\$475,000
2014 GO Corporate Purpose	\$340,000	\$170,000	\$8,925	\$33,041	\$1,735	\$170,000
Total	\$2,800,000	\$565,000	\$74,632	\$327,643	\$60,442	\$2,235,000



City Street Finance Report

Fiscal Year 2023

Bureau of Local Systems

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Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
GMC Dump Truck	2001	Purchased	\$60,799	No Change
International 7300 SFA Dump Truck	2003	Purchased	\$62,870	No Change
Case IH 180	2015	Purchased	\$94,000	Sold
F-350 Crew Cab	2021	Purchased	\$46,992	No Change
Ford F 350 pickup	2019	Purchased	\$46,992	No Change
2011 International Dump Truck	2011	Purchased	\$71,000	No Change
Tymco Street Sweeper	2006	Purchased	\$123,392	No Change
Ford F550 Lift Truck	2002	Purchased	\$40,000	No Change
New Holland Backhoe B95C	2015	Purchased	\$85,000	No Change
New Holland L220 Skid Loader	2013	Purchased	\$30,300	No Change
International Dump Truck	2013	Purchased	\$122,495	No Change



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Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Monticello

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Street Projects

Project Description	Contract Price	Final Price	Contractor Name
East 7th Steet Improvements	\$302,691	\$506,226	Pirc-Tobin Construction



City Street Finance Report

Fiscal Year 2023

Bureau of Local Systems

Monticello

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Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$355,628	\$81,224	\$0	(\$75,729)	\$14,399	\$375,522
SubTotal Expenses (-)	\$217,289	\$527,129	\$70,916	\$388,958	\$42,953	\$10,877	\$1,258,122
Transfers Out (-)		\$80,000				\$21,195	\$101,195
Subtotal Revenues (+)	\$217,289	\$692,065	\$75,014	\$367,763	\$23,764	\$83,282	\$1,459,177
Transfers In (+)			\$80,000	\$21,195			\$101,195
Ending Balance	\$0	\$440,564	\$165,322	\$0	(\$94,918)	\$65,609	\$576,577

Resolution Number:

Execution Date: Monday, November 6, 2023

Signature: Sally Hinrichsen

City Council Meeting
Prep. Date: 10/27/2023
Preparer: Sally Hinrichsen



Agenda Item: # 5-16
Agenda Date: 11/06/2023

Communication Page

Agenda Items Description: **Resolution** appropriating funds necessary to meet City’s obligation to various developers pursuant to previously approved Development Agreements

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

Attachments & Enclosures:

proposed Resolutions

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Approval of annual appropriations for various developer agreements that call for annual appropriation.

Background Information: City Council, in most cases, provide that all incentives set out in developer agreements are subject to annual appropriation by the City Council. The agreements include language that guides the Council with regard to the approval on annual appropriations, making clear that it is the intent of the City Council to annually appropriate those sums necessary for the City Council to meet its obligations under the agreements

The following agreements require annual appropriations, and therefore, all require approval at this time.

5. Kardes Inc. Corrects current year’s estimated appropriation, increasing it to “actual” rebate. Up from estimate of \$21,548 to actual \$25,472 and appropriating \$25,472, the estimated amount of FY ’25. (The final Rebate Payment will be made in FY ’26).

6. Cobblestone Inn & Suites (formerly Boulders Inn). Corrects last year’s estimated appropriation, reducing it to “actual” Hotel/Motel tax grant and tax rebate increasing the estimate of \$44,250 to actual of \$46,170.02, and appropriating \$51,274, the estimated amount of FY ’25. (The final Property Tax Rebate Payment will be made in FY ’28 and the final Grant payment tied to Hotel/Motel Tax collection will be made in FY ’28).

7. Orbis Mfg. Corrects current year’s estimated appropriation, increasing it to “actual” rebate. Up from estimate of \$57,924 to actual \$68,956 and appropriating \$64,648 the estimated amount of FY ’25. (The final Rebate Payment will be made in FY ’30)

8. Lauren Welter (218 West First Street, Suite A). Corrects current year’s estimated appropriation, increasing it to “actual” rebate up from estimate of \$1,022 to actual \$1,976 and appropriating the 5th

year rebate payment in the estimated amount \$1,836, for f FY '25. (The final Rebate Payment will be made in FY '30)

9. Paige Jacobs, LLC. (218 West First Street, Suite B). Corrects current year's estimated appropriation, increasing it to "actual" rebate up from estimate of \$1,090 to actual \$2,108 and appropriating the 5th year rebate payment in estimated amount \$1,958, for FY '25. (The final Rebate Payment will be made in FY '30)

10. Njs LLC. (218 West First Street, Suite C). Corrects current year's estimated appropriation, increasing it to "actual" rebate up from estimate of \$1,022 to actual \$1,976 and appropriating the 5th year rebate payment in the estimated amount \$1,836, for f FY '25. (The final Rebate Payment will be made in FY '30)

11. MercyCare. Corrects current year's estimated appropriation, increasing it to "actual" rebate up from estimate of \$12,800 to actual \$14,884 and appropriating the 3rd year of rebate payment in the estimated amount of \$14,058, for FY '25. (The final Rebate payment will be made in FY '32)

12. McMATT Properties. Corrects current year's estimated appropriation, increasing it to "actual" rebate up from estimate of \$8,470 to actual \$9,966 and appropriating the 2nd year of rebate payment in the estimated amount of \$8,970, for FY '25. (The final Rebate payment will be made in FY '33)

13. BR3 Development LLC. Corrects current year's estimated appropriation, decreasing it to "actual" rebate and grant down from estimate of \$48,732 to actual of \$46,326 and appropriating 4th grant payment in the amount of \$20,000, and 2nd year of rebate payment in the estimated amount of \$46,326 for FY '25. (The final Property Tax Rebate Payment will be made in FY '38 and the final Grant payment will be made in FY '27).

14. Frontier Warehousing and Oak Street Commercial Cabinets, Inc dba Oak Street Manufacturing. This appropriation is for the 1st year of rebate payment in the estimated amount of \$36,710, to Frontier Warehousing and Oak Street Commercial Cabinets, Inc dba Oak Street Manufacturing, (The final Property Tax Rebate Payment will be made in FY '34 and the final Grant payment will be made in FY '24).

15. Theisen Real Estate LLC. This is the first appropriation to **Theisen Real Estate LLC** in the amount of \$170,000, the Environmental Remediation/Demolition Grant payment for expenses incurred relating to asbestos removal. (The first Property Tax Rebate Payment will be in FY '27 or FY '28, which will be determined upon completion of the project).

16. Royal Flush Truck Wash, Inc. Corrects current year's estimated appropriation, increasing it to "actual" rebate up from estimate of \$29,162 to actual of \$35,922 and appropriating 6th grant payment in the amount of \$20,000, and 4th year of rebate payment in the estimated amount of \$33,810 for FY '25. (The final Rebate payment will be made in FY '31)

Staff Recommendation: Staff recommends that the Council approve the proposed Resolutions. **(Each Resolution requires a separate approval)**

The City of Monticello, Iowa

RESOLUTION

Appropriating funds necessary to meet the City's Obligation to Kardes Inc. per Development Agreement dated March 17, 2014

WHEREAS, The Council approved a Development Agreement with Kardes Inc by Resolution #14-31 dated March 17, 2014, and

WHEREAS, The agreement provided for six Grant payments of \$20,000 each, in addition to property tax rebates on the improvements over a period of ten (10) years, at percentages set forth in the agreement, and

WHEREAS, The City, by way of Resolution #2022-132, appropriated \$21,548 to meet the City's obligations for eighth year tax rebate payments in FY '24 based upon estimated valuations, and

WHEREAS, After final assessments and payment of taxes, the eighth-year rebate came in at \$25,472, resulting in the City's appropriation being short in the amount of \$3,924, this Resolution correcting the estimate to match the actual rebate, increasing the appropriation from \$21,548 to \$25,472, and

WHEREAS, The Council finds that funds should be appropriated for FY '25 in the amount necessary to rebate sums consistent with the Development Agreement, including the ninth year rebates calculated at the rate of 60% of those taxes determined eligible to be rebated according to the terms of the Development Agreement, in the estimated total amount of \$25,472, said estimate being based upon the FY '23 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the ninth year of rebate payments for FY '25 to Kardes Inc. in the estimated amount of \$25,472 and hereby acknowledges the correction of the FY '24 total rebate by increasing the previously estimated sum of \$21,548 to the actual payment of \$25,472.

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 6th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

The City of Monticello, Iowa

RESOLUTION

Appropriating funds necessary to meet the City's Obligation to Cobblestone Inn & Suites (formerly known as Boulders Inn Monticello) under the Development Agreement dated October 5, 2015; as amended November 20, 2017

WHEREAS, The Council approved a Development Agreement with Cobblestone Inn & Suites (formerly known as Boulders Inn Monticello) by Resolution #15-86 dated October 5, 2015, and amended agreement by Resolution #17-137 dated November 20, 2017, and

WHEREAS, The agreement provided for grant payments related to Hotel/ Motel Tax Receipts, payable over eleven (11) years, at percentages set forth in the agreement; as amended, modified the rebate schedule from an annual payment schedule to a bi-annual payment schedule. The schedule will be slightly modified to match the bi-annual rebate periods with the Hotel/Motel Tax reporting periods by Cobblestone and allow Cobblestone to submit their Hotel/Motel tax report to the City, which will create one seven (7) month rebate, from 6/1/2017 through 12/31/2017, after which all rebates will be based upon six (6) month schedules (1/1 through 6/30 and 7/1 through 12/31) but for the last rebate period which will end on May 31, 2026, and

WHEREAS, The agreement also provided for two Grant payments of \$18,400 each related to the land purchase, with both having previously been paid, the first in May, 2016 and the second in May, 2017, and the occupancy permit was issued on May 16, 2016 and the grant payments related to Hotel/Motel Tax receipts, payable over eleven (11) years at percentages set forth in the agreement, as amended, began in FY '17, and

WHEREAS, The City, by way of Resolution #2022-131, appropriated \$44,250 to meet the City's obligations related to seventh year grant payment of Hotel/Motel Taxes in FY '23 and sixth year tax rebate payments in FY '24 based upon the FY '23 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer, and

WHEREAS, After final assessments and payment of Hotel/Motel tax receipts, the seventh year grant payments, which was paid in FY '23, related to Hotel/Motel Tax receipts came in at \$23,260.02, and the sixth year property tax rebate, came in at \$22,910.00 with a total appropriation of \$46,170.02 for FY '24, resulting in the City's overall being short in the amount of \$1,920.02. This Resolution correcting the estimate to match the actual grant and rebate, increasing the appropriation from \$44,250.00 to

\$46,170.02, which includes seventh year grant payment and sixth year property tax rebate, and

WHEREAS, The Council finds that funds should be appropriated for FY '25 in the amount necessary to rebate sums and to meet grant obligations consistent with the Development Agreement in the following estimated amounts:

1. \$30,000 to meet the City's eighth year grant obligations to related to the collection and payment of Hotel/Motel Taxes by Cobblestone Inn from January 1, 2023 to December 31, 2023, with the exact amount of the Hotel/Motel Tax rebate to be determined after the receipt of proof of the collection and payment of said taxes by Cobblestone Inn to the State of Iowa. These grant payments will be paid by the City in FY '24 to Cobblestone, and
2. \$21,274 to meet the City's seventh year rebate obligation according to the terms of the Development Agreement for the property tax rebate, calculated at the rate of 65% of those taxes determined eligible for rebate in FY '25, said estimate being based upon the FY '23 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the eighth year, FY '24, of Hotel/Motel Tax grant and seventh year of rebate payments for FY '25 to Cobblestone Inn & Suites in the estimated amount of \$51,274, and hereby acknowledges the correction of the FY '23 total Hotel/Motel Tax grant and FY '24 rebate by increasing the previously estimated sum of \$44,250 to the actual amount of \$46,170.02.

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 6th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

The City of Monticello, Iowa

RESOLUTION

Appropriating funds necessary to meet the City's Obligation to Orbis Manufacturing, a subsidiary of Menasha Corporation per Development Agreement dated April 3, 2017, as amended by Resolution #19-27, dated April 15, 2019

WHEREAS, The Council approved a Development Agreement with Orbis Manufacturing, a subsidiary of Menasha Corporation by Resolution #17-35 dated April 3, 2017, and amended agreement by Resolution #19-27 dated April 15, 2019, and

WHEREAS, The agreement provides for property tax rebates on the improvements over a period of ten (10) years at percentages set forth in the agreement, and was amended to include four (4) additional Grant payments over a period of four (4) years for water main installation, and

WHEREAS, The City has by Resolution #19-90, appropriated one grant payment to Boomerang, on behalf of Orbis in the amount of \$50,703.16, related to the installation of a water main, as was approved by Resolution #19-90, in lieu of the four (4) additional Grant payments totaling \$79,342.00 over a period of four (4) years for water main installation, which is a savings of \$28,638.84 as approved by Resolution #19-27 dated April 15, 2019, and

WHEREAS, The City, by way of Resolution #2022-136, appropriated \$57,924 to meet the City's obligations under fourth year tax rebate provisions, for FY '24, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

WHEREAS, After final assessments and payment of taxes, the fourth year rebate came in at \$68,956 resulting in the City's appropriation being short in the amount of \$11,032, this Resolution correcting the estimate to match the actual rebate, increasing the appropriation from \$57,924 to \$68,956, and

WHEREAS, The Council finds that funds should be appropriated for FY '25 in the amount necessary to rebate fifth year estimated taxes amount of \$64,648 as set forth in the Development Agreement, calculated at the rate of

75% of those taxes determined eligible to be rebated according to the terms of the Development Agreement, said estimate being based upon the FY '23 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments by the developer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the fifth year, FY '25, of rebate payments to Orbis in the estimated amount of \$64,648 and hereby acknowledges the correction of the FY '24 total rebate by increasing the estimated sum of \$57,924 to the actual amount of \$68,956.

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 6th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

The City of Monticello, Iowa

RESOLUTION

Appropriating funds necessary to meet the City's Obligation to Lauren Welter, successor owner of 218 West First Street, Suite "A" per Development Agreement dated October 2, 2017

WHEREAS, The Council approved a Development Agreement with B & J Hauling and Excavation by Resolution #17-111 dated October 2, 2017, and

WHEREAS, The agreement provided for two (2) Grant payments totaling of \$20,000 to the developer to demolish the building; in addition to property tax rebates on the improvements totaling \$37,500 over a period of ten (10) years, at percentages set forth in the agreement, and

WHEREAS, The City has appropriated the grant payments totaling \$20,000 to the developer pursuant to the terms of the Development Agreement, and

WHEREAS, The City has agreed to appropriate property tax rebates in an aggregated total of \$37,500, pursuant to the terms of the Development Agreement to the developer and/or successor owners of the three storefronts, and

WHEREAS, The City, by way of Resolution #2022-133, appropriated \$1,022 to meet the City's obligations under fourth year tax rebate provisions, for FY '24, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

WHEREAS, After final assessments and payment of taxes, the fourth year rebate was calculated to be \$1,976, resulting in the City's appropriation being short in the amount of \$954, this Resolution correcting the estimate to match the actual rebate, increasing the appropriation from \$1,022 to \$1,976.

WHEREAS, The Council finds that funds should be appropriated for FY '25 in the amount necessary to rebate sums consistent with the Development Agreement, for the fifth year of said rebates, calculated at the rate of 65% of the incremental property taxes less protected levies eligible to be rebated in the estimated total amount of \$1,836 said estimate being based upon the FY

'23 valuation and consolidated tax rates, the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the Developer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the fifth year, FY '25, of rebate payments to as set forth in the Development Agreement for 218 West First Street, Suite "A" owned by Lauren Welter, successor owner of the storefront, in the estimated amount of \$1,836 and hereby acknowledge the correction of the FY '24 total rebate by increasing the previously estimated sum of \$1,022 to the actual amount of \$1,976.

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 6th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

The City of Monticello, Iowa

RESOLUTION

Appropriating funds necessary to meet the City's Obligation to Paige Jacobs, LLC, successor owner of 218 West First Street, Suite "B" per Development Agreement dated October 2, 2017

WHEREAS, The Council approved a Development Agreement with B & J Hauling and Excavation by Resolution #17-111 dated October 2, 2017, and

WHEREAS, The agreement provided for two (2) Grant payments totaling of \$20,000 to the developer to demolish the building; in addition to property tax rebates on the improvements totaling \$37,500 over a period of ten (10) years, at percentages set forth in the agreement, and

WHEREAS, The City has appropriated the grant payments totaling \$20,000 to the developer pursuant to the terms of the Development Agreement, and

WHEREAS, The City has agreed to appropriate property tax rebates in an aggregated total of \$37,500, pursuant to the terms of the Development Agreement to the developer and/or successor owners of the three storefronts, and

WHEREAS, The City, by way of Resolution #2022-134, appropriated \$1,090 to meet the City's obligations under fourth year tax rebate provisions, for FY '24, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

WHEREAS, After final assessments and payment of taxes, the fourth year rebate was calculated to be \$2,108, resulting in the City's appropriation being short in the amount of \$1,018, this Resolution correcting the estimate to match the actual rebate, increasing the appropriation from \$1,090 to \$2,108.

WHEREAS, The Council finds that funds should be appropriated for FY '25 in the amount necessary to rebate sums consistent with the Development Agreement, for the fifth year of said rebates, calculated at the rate of 65% of the incremental property taxes less protected levies eligible to be rebated in

the estimated total amount of \$1,958 said estimate being based upon the FY '23 valuation and consolidated tax rates, the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the Developer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the fifth year, FY '25, of rebate payments to as set forth in the Development Agreement for 218 West First Street, Suite "B" owned by Paige Jacobs LLC, successor owner of the storefront, in the estimated amount of \$1,958 and hereby acknowledge the correction of the FY '24 total rebate by increasing the previously estimated sum of \$1,090 to the actual amount of \$2,108.

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 6th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

The City of Monticello, Iowa

RESOLUTION

Appropriating funds necessary to meet the City's Obligation to Njs LLC, successor owner of 218 West First Street, Suite "C" per Development Agreement dated October 2, 2017

WHEREAS, The Council approved a Development Agreement with B & J Hauling and Excavation by Resolution #17-111 dated October 2, 2017, and

WHEREAS, The agreement provided for two (2) Grant payments totaling of \$20,000 to the developer to demolish the building; in addition to property tax rebates on the improvements totaling \$37,500 over a period of ten (10) years, at percentages set forth in the agreement, and

WHEREAS, The City has appropriated the grant payments totaling \$20,000 to the developer pursuant to the terms of the Development Agreement, and

WHEREAS, The City has agreed to appropriate property tax rebates in an aggregated total of \$37,500, pursuant to the terms of the Development Agreement to the developer and/or successor owners of the three storefronts, and

WHEREAS, The City, by way of Resolution #2022-135, appropriated \$1,022 to meet the City's obligations under fourth year tax rebate provisions, for FY '23, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

WHEREAS, After final assessments and payment of taxes, the fourth year rebate was calculated to be \$1,976, resulting in the City's appropriation being short in the amount of \$954, this Resolution correcting the estimate to match the actual rebate, increasing the appropriation from \$1,022 to \$1,976.

WHEREAS, The Council finds that funds should be appropriated for FY '25 in the amount necessary to rebate sums consistent with the Development Agreement, for the fifth year of said rebates, calculated at the rate of 65% of the incremental property taxes less protected levies eligible to be rebated in

the estimated total amount of \$1,836 said estimate being based upon the FY '23 valuation and consolidated tax rates, the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the Developer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the fifth year, FY '25, of rebate payments to as set forth in the Development Agreement for 218 West First Street, Suite "C" owned by Njs LLC, successor owner of the storefront, in the estimated amount of \$1,836 and hereby acknowledge the correction of the FY '24 total rebate by increasing the previously estimated sum of \$1,022 to the actual amount of \$1,976.

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 6th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

The City of Monticello, Iowa

RESOLUTION

Appropriating funds necessary to meet the City's Obligation to Mercy Care Management, Inc per Development Agreement, dated July 7, 2019

WHEREAS, The Council approved a Development Agreement with Mercy Care Management, Inc with Resolution #19-100 dated July 15, 2019.

WHEREAS, The agreement provided for two (2) Grant payments of \$20,000 each, in addition to property tax rebates on the improvements over a period of ten (10) years, at percentages set forth in the agreement, and

WHEREAS, The two Grant payments of \$20,000 each related to the land purchase, were both previously paid, the first in April, 2021, and the second in October, 2021, and

WHEREAS, The City, by way of Resolution #2022-130, appropriated \$12,800 to meet the City's obligations under second year tax rebate provisions, for FY '24, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

WHEREAS, After final assessments and payment of taxes, the second year rebate was calculated to be \$14,884, resulting in the City's appropriation being short in the amount of \$2,084, this Resolution correcting the estimate to match the actual rebate, increasing the appropriation from \$12,800 to \$14,884.

WHEREAS, The Council finds that funds should be appropriated for FY '25 in the amount of \$14,058 to be rebated according to the terms of the Development Agreement for the third year property tax rebate, calculated at the rate of 85% of those taxes determined eligible for rebate in FY '25, said estimate being based upon the FY '23 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay third year of rebate payments for FY '25 to Mercy Care Management, Inc., in the estimated amount of \$14,058 and hereby acknowledge the correction of the FY '24 total rebate by increasing the previously estimated sum of \$12,800 to the actual amount of \$14,884.

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 6th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

The City of Monticello, Iowa

RESOLUTION #

Appropriating funds necessary to meet the City's Obligation to McMATT Properties per Development Agreement, dated June 21, 2021

WHEREAS, The Council approved a Development Agreement with McMATT Properties that provided tax rebate incentives tied to the development of a 47-unit rental storage facility, with Resolution #2021-68 dated June 21, 2021, and

WHEREAS, The Council finds it appropriate to follow through on the City's obligation and or agreement set out therein to annually appropriate sums from the incremental taxation to be collected from new value created by the improvement to meet the tax rebate percentage set out therein, and

WHEREAS, The City, by way of Resolution #2022-138, appropriated \$8,470 to meet the City's obligations under first year tax rebate provisions, for FY '24, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

WHEREAS, After final assessments and payment of taxes, the first year rebate was calculated to be \$8,470, resulting in the City's appropriation being short in the amount of \$1,496, this Resolution correcting the estimate to match the actual rebate, increasing the appropriation from \$8,470 to \$9,966.

WHEREAS, The Council finds that funds should be appropriated for FY '25 in the amount of \$8,970 to be rebated according to the terms of the Development Agreement for second year property tax rebate, calculated at the rate of 90% of those taxes determined eligible for rebate in FY '25, said estimate being based upon the FY '23 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet

the City's obligation to pay the second year, FY '25, of rebate payments to McMATT Properties, as set forth in the Development Agreement in the estimated amount of \$8,970 and hereby acknowledge the correction of the FY '24 total rebate by increasing the previously estimated sum of \$8,470 to the actual amount of \$9,966.

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 6th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

The City of Monticello, Iowa

RESOLUTION

Appropriating funds necessary to meet the City's Obligation to BR3 Development LLC per Development Agreement, dated March 1, 2021

WHEREAS, The Council approved a Development Agreement with BR3 Development LLC with Resolution #2021-28 dated March 1, 2021.

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

WHEREAS, The Developer's Agreement includes the "Base Valuation" rate, which is agreed to be \$100,000, and

WHEREAS, The agreement provided for six (6) Grant payments of \$20,000 each, in addition to property tax rebates on the improvements over a period of fifteen (15) years, at percentages set forth in the agreement, and

WHEREAS, The City, by way of Resolution #2022-137, appropriated \$20,000 to meet the City's obligations related to third year grant payment and \$48,732 to meet the first year tax rebate payments in FY '24 based upon the FY '22 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer, and

WHEREAS, After final assessments and payment of taxes, the first year rebate came in at \$46,326 resulting in the City's appropriation being long in the amount of \$2,406, this Resolution correcting the estimate to match the actual rebate, decreasing the appropriation from \$48,732 to \$46,326, and

WHEREAS, The Council finds that funds should be appropriated in the amount necessary to make the fourth grant payment of \$20,000 in addition to the amount necessary to rebate second year taxes to BR3 Development LLC as set forth in the Development Agreement, for FY '25, calculated at the rate of 100% of those taxes determined eligible to be rebated according to the terms of the Development Agreement, in the estimated total amount of \$66,326, said estimate being based upon the FY '23 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments by the developer, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay FY '24 of fourth grant and second rebate payments to BR3 Development LLC in the estimated amount of \$66,326 as previously set forth herein, and hereby acknowledges the FY '24 grant and FY '24 rebate by decreasing the previously estimated sum of \$68,732 to the actual amount of \$66,326.

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 6th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

The City of Monticello, Iowa

RESOLUTION

Appropriating funds necessary to meet the City's Obligation to Frontier Warehousing and Oak Street Commercial Cabinets, Inc dba Oak Street Manufacturing per Development Agreement, dated January 3, 2022, as amended November 7, 2022

WHEREAS, The Council approved a Development Agreement with Frontier Warehousing and Oak Street Commercial Cabinets, Inc dba Oak Street Manufacturing with Resolution #2022-1 dated January 3, 2022, and amended agreement by Resolution #2022-128 dated November 7, 2022, and

WHEREAS, The Developer entered into an "Assessment Agreement", pursuant to §403.6 of the Iowa Code fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the proposed project, at not less than one-million two-hundred fifty thousand dollars (\$1,250,000), hereafter referenced as the "Minimum Assessed Valuation" as of January 1, 2023, 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, and

WHEREAS, The Developer's Agreement includes the "Base Valuation" rate, which is agreed to be \$100,000, and

WHEREAS, The agreement provided for two (2) Grant payments of \$20,000 each, in addition to property tax rebates on the improvements over a period of ten (10) years, at percentages set forth in the agreement, and

WHEREAS, The City, by way of Resolution 2022-139, appropriated \$40,000 to meet the City's obligations for first and second grant payments. The City did not appropriate or make any rebates to the Developer for FY '24 due to the fact that the property was not substantially completed or assessed at that time, and

WHEREAS, The Council finds that funds should be appropriated in the amount necessary to make the first rebate payment to Frontier Warehousing as set forth in the Development Agreement, for FY '25, calculated at the rate of 100% of those taxes determined eligible to be rebated according to the terms of the Development Agreement, in the estimated total amount of

\$36,710, said estimate being based upon the FY '23 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments by the developer, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the first rebate payment to Frontier Warehousing in the estimated amount of \$36,710 as previously set forth 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 6th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

The City of Monticello, Iowa

RESOLUTION

Appropriating funds necessary to meet the City's Obligation to Theisen Real Estate LLC per Development Agreement, dated September 15, 2023

WHEREAS, The Council approved a Development Agreement with Theisen Real Estate LLC with Resolution #2023-107 dated August 7, 2023.

WHEREAS, The agreement provides for an Environmental Remediation/Demolition Grant, the total sum of \$170,000.00 for expenses incurred relating to asbestos removal, and a Property Tax Rebate Grant for total amount of all property taxes paid and/or accrued with regard to the property between the date on which Theisen takes title to the property and the date on which Theisen receives an occupancy permit. These two grants are in addition to property tax rebates on the improvements over a period of ten (10) years, at percentages set forth in the agreement, and

WHEREAS, The City did not appropriate or make any rebates to the Developer during FY '23 due to the fact that the property was not substantially completed or assessed at that time. Council finds that funds should be appropriated in the amount necessary to make the Environmental Remediation/Demolition Grant payment for, due to Theisen Real Estate LLC, in the amount of \$170,000, and

WHEREAS, The Developer entered into an "Assessment Agreement", 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 January 1st of the year following the completion of the Project and receipt of an Occupancy Permit from the City of Monticello, or January 1, 2027, whichever occurs first, and

WHEREAS, The City has not, prior hereto, appropriated any sums or made any payments to the developer pursuant to the terms of the Development Agreement, and

WHEREAS, The Council finds that funds should be appropriated the Environmental Remediation/Demolition Grant payment in the amount of \$170,000, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the Environmental Remediation/ Demolition Grant payment as set out above due under the Development Agreement in the amount of \$170,000.

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 6th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

The City of Monticello, Iowa

RESOLUTION

Appropriating funds necessary to meet the City's Obligation to Mike Beck and Ken McDermott, known as Royal Flush Truck Wash, Inc per Development Agreement, dated March 17, 2014, and as amended, dated June 3, 2019

WHEREAS, The Council approved a Development Agreement with Mike Beck and Ken McDermott, known as Royal Flush Truck Wash, Inc Resolution #17-35 dated March 17, 2014, and amended by Resolution #19-77, dated June 3, 2019 and by Resolution #2020-74, dated June 15, 2020

WHEREAS, The agreement provided for seven (7) Grant payments of \$20,000 each, in addition to property tax rebates on the improvements over a period of ten (10) years, at percentages set forth in the agreement, and

WHEREAS, The City, by way of Resolution #2022-129, appropriated \$75,932.14 to meet the City's obligations for fifth grant payment, first year water/sewer grant payment and third year tax rebate payment in FY '24, and

WHEREAS, After final assessments and payment of taxes, the third year rebate came in at \$35,922, resulting in the City's appropriation being short in the amount of \$6,760, this Resolution correcting the estimate to match the actual rebate, increasing the rebate appropriation from \$29,162 to \$35,922, thus increasing the total appropriation for FY '24 from \$75,932.14 to \$82,692.14, and

WHEREAS, The Council finds that funds should be appropriated for FY '25 in the amount necessary to rebate sums and to meet grant obligations consistent with the Development Agreement in the following estimated amounts:

1. \$20,000 to meet the City's sixth year grant payment, and
2. \$33,810 to be rebated according to the terms of the Development Agreement for fourth year property tax rebate, calculated at the rate of 80% of those taxes determined eligible for rebate in FY '25,

said estimate being based upon the FY '23 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay sixth year grant payment, and fourth year of rebate payments for FY '25 to Royal Flush Truck Wash Inc. in the estimated amount of \$33,810 and hereby acknowledges the correction of the FY '24 total rebate by increasing the previously estimated sum of \$29,162.14 to the actual payment of \$35,922.14.

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 6th day of November, 2023

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
 Prep. Date: 10/26/2023
 Preparer: Sally Hinrichsen



Agenda Item: # 17
 Agenda Date: 11/06/2022

Communication Page

Agenda Items Description: Resolution Approving FY 2025 TIF Certification

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

Attachments & Enclosures:

Proposed Resolution

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: City Clerk files TIF Certification annually with County Auditor. Council should discuss and give direction on amount of TIF to certify.

Background Information: The City may collect the maximum of increment every year, so long as the total City collections does not exceed the total City obligations. We have only certified the TIF necessary to meet our obligations over last several years, usually certifying between \$550,000 to \$750,000.

When TIF is de-certified one year, it can be certified the next year, etc, it is an annual decision.

When TIF is “certified” the dollars go into our TIF fund, not our general fund. This is good for the TIF fund, as those funds can be used for eligible TIF projects, however, if we continually deposit all TIF, or “increment”, into the TIF fund, the General Fund deposits will not grow, and it will be difficult to meet inflationary increases without looking at deductions to staff or services. For example, if a building in the TIF district was worth \$100,000 when it into the TIF and now worth \$250,000, the taxes on the original \$100,000 will get divided amongst all the taxing entities normally, with City, County, School, Kirkwood etc., getting their share. The taxes on the new value of “Increment” of \$150,000 will, IF CERTIFIED, go to the City TIF fund. The taxes on the new value of “Increment” will, IF DE-CERTIFIED, be divided just like the pre-TIF value of \$100,000, amongst all of the various taxing entities, which includes the City of Monticello General Fund.

TIF increment does not affect certain protected levies, such as the City and School Debt Service levies and the school PPEL (Physical Plant and Equipment Levy). These levies are applied and collected against all assessed value and will not change whether we certify or de-certify a portion of the “Increment”. The Certification / De-Certification decision only has a direct impact on our general fund.

In the last nine years, the Council has certified \$550,000 (FY '24), \$500,000 (FY '23), \$700,000 (FY '22), \$600,000 (FY '21), \$210,385 (FY '20), \$750,000 (FY '19), and \$700,000 (FY '16, '17, and '18). This year's certification is proposed to be \$550,000. Total incremental available for collection is approximately \$1,789,452.

The proposed certification does not include any future/potential TIF agreements that may or may not arise in the coming year.

Staff Recommendation: Staff recommends Council approves the proposed a TIF certification of \$675,000 for FY 2025

The City of Monticello, Iowa

RESOLUTION

Approving FY 2025 TIF Certification

WHEREAS, The City of Monticello is required to prepare and file a TIF certification with the County Auditor on an annual basis, and

WHEREAS, The purpose of the TIF certification is to identify the sums that need to be collected for deposit into the City TIF fund so that the TIF fund can meet its' debt obligations, with the caveat that the funds collected and on hand by the City cannot exceed the total outstanding balance of TIF related debt and obligations, and

WHEREAS, The City Council has reviewed the proposal of the City Administrator and City Clerk with regard to a proposed TIF certification, and finds that the City should certify the intent to collect \$675,000 in increment, de-certifying for FY 2025 the balance of increment that could be collected.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby authorize the City Clerk to request the certification of TIF in such an amount as to bring about the collection and deposit into the City TIF fund the sum of \$675,000 for FY 2025.

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 6th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 10/30/2023
Preparer: Russell Farnum



Agenda Item: # 18
Agenda Date: 11/06/2023

Communication Page

Agenda Items Description: First Presbyterian Church Sanitary Sewer Credit

Type of Action Requested: Resolution

Attachments & Enclosures:

Application for Sewer Credit

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

Synopsis: The First Presbyterian Church suffered high water loss due to vandalism, someone opened all the outdoor spigots wide open several times over a weekend, and they ran full blast until the caretaker noticed and shut them off. The resulting charges were over \$200 for the sewer portion of the overall water bill.

Background: The City Council recently adopted Resolution 23-22, allowing for up to a \$1,500 credit to the sewer bill in instances where a water line break or malfunction had resulted in large water use, but where the large volume of water did not go down the sanitary sewer and therefore, was not processed by the sewage treatment facility.

The Church’s meter shows a water use of 12,000 extra gallons within days, resulting in a charge of \$201.43 for the sewer portion of the bill. The Church’s typical use is 3,000 gallons, with a typical sewer charge of \$48.52. The net requested refund is \$152.91.

The water was used, so it is recommended that the City still charge for that (\$64.82). However, the water ran out over the ground. When the situation was discovered by the owners, the faucets were shut off

This request meets the criteria for a sanitary credit, including the following:

- a. The water usage on which the sewer fees were based, and for which a credit is requested, did not enter the sanitary sewer system.
- b. A break or malfunction caused the water usage for which the credit is being requested (vandalism in this case).

- c. The credit requested exceeds \$100.00.
- d. The credit will not exceed \$1,500.00.
- e. This is the only credit ever granted to this owner, household, or property.

Recommendation: A motion to approve is recommended.

The City of Monticello, Iowa

RESOLUTION

Approving \$152.91 Credit against First Presbyterian Church's Utility billing for the property located at 211 West First Street

WHEREAS, The City of Monticello has received a request for a credit against the utility account of First Presbyterian Church, and

WHEREAS, The Council finds that the water usage at the First Presbyterian Church exceed normal usage during the month of September, 2023, and

WHEREAS, The Council finds that the City has been informed that the high usage was tied to someone turning on two outdoor faucets, and they contacted the Police Department to investigate, and

WHEREAS, The monthly sewer bill on this account would be approximately \$48.52, justifying a credit in the total amount of \$152.91.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve a \$152.91 credit against First Presbyterian Church's utility account.

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 6th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

CUSTOMER REQUEST
SEWER BILL CREDIT
CITY OF MONTICELLO
200 EAST FIRST STREET
MONTICELLO, IOWA 52310
(319)465-3577

Name: First Presbyterian Church

Address: 211 West 1st St.

Account No. 2150000001

Contact Person: Don Smith Phone No. 319 480 2071

Description of Leak: we had an anonymous person turn on 2 water ~~at~~ faucet on our property 2-3 times we contacted police department (Sept 4th) 9:30 am - 2:45 pm

Repairs Made: _____

Date: _____

Plumber: _____

CUSTOMER REQUEST

I hereby request an adjustment to my sewer bill due to a leak in my plumbing system. I verify that I have not received any previous adjustments to my sewer bill. I acknowledge that I will not qualify for any future adjustments to my sewer bill due to leaks in my plumbing system.

Customer Signature: Don Smith Date: 9-13-23

Customer Signature: James L. Anderson Date: 9/13/23

CITY AUTHORIZATION

Reviewed and Accepted – Credit Authorization for \$ _____

- Attachments: 1. Copy of Plumber's Bill _____
2. Calculation of Credit _____
3. Print out of adjustment page _____

Mayor Date

City Administrator Date

Plumber's Verification
To
City of Monticello, Iowa

Plumber: _____

Address: _____

Phone: _____

Customer Name: _____

Customer Address: _____

The following repairs have been made to the above address to repair a leak in the plumbing system:

I verify that these leaks were not caused by the owner's negligence, in my opinion.

A copy of my invoice is attached.

Plumber's Signature: _____

Print Name: _____

Date: _____

Account # 2150000001 Service WA Meter # FIRST PRESBYTERIAN CHURCH *211 W First*

Meter Type	1	Prev Reading	476	Non Meter Charge	
Rate Table	10	Pres Reading	479	Serial#	62800289
		Consumption	3000	Meter ID	80779256
User CD	BUS	Est Cons	3456		
Tax CD	NNYNN	Estimate CD	N	Install Date	
Tax Table	WET	Total Cons	208000	Service Date	1-01-2005
Penalty CD	N	Prev Read Date	8-01-2023	Multiplier	1000.00000
Penalty Table	PNLTY	Pres Read Date	9-01-2023	Meter Digits	5 Size
Residence CD	Y	Last Bill Date	9-01-2023	Related Service	
Status	0	Comment		Number Units	

DEPOSIT

Date
 Amount
 Dep No
 Pen No 3 4-21-2022

BUDGET

Billed YTD
 Bgt Pd YTD
 Budget Amt
 Budget Due

INSTALLMENT

Total
 Payment
 Balance

LOCATION SOUTH SIDE

METER TYPE B
 MXU TYPE C

*Sewer for 3,000 gallons (average use)
 \$45.35 (-new rate)*

Sewer for

VICKI BONE → 319 480-1758

8-4 / 476

8-15 / 477

8-27 / 478

8-30 / 479

9-3 / 480 AT 18:48

9-3 / 481 AT 19:48

9-3 / 482 AT 21:48

9-3 / 483 AT 22:48

9-3 / 484 AT 23:48

9-4 / 485 AT 1:48

9-4 / 486 AT 2:48

9-4 487 AT 4:48

488 AT 5:48

489 AT 7:48

490 AT 8:48

491 AT 9:48

9-3 - 9-4

Pm. Am.

7:48 - 9:48

12,000 gallons

6.29

32.64

12.63

\$51.56

(WATER)

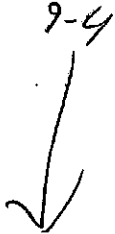
19.36

100.40

38.88

\$158.64

(SEWER)



UTILITY BILLING CONSUMPTION INQUIRY

ACCOUNT NUMBER 2150000001 STATUS Active
 NAME FIRST PRESBYTERIAN CHURCH
 PROPERTY 211 W 1ST ST

SV SERIAL #	MULTIPLIER	DIGITS	INS DATE	SERV DATE	LOCATION	NOTE
SW	1000.00000	5		1/01/2005		
WA 62800289	1000.00000	5		1/01/2005		

BILL DATE	SERV	READ DATE	PRES	PREV	EST	BILL	CONS	CHARGE
9/01/2023	WA	8/01/2023	476	472			4000	18.53
8/01/2023	WA	7/03/2023	472	468			4000	18.53
7/01/2023	WA	6/01/2023	468	466			2000	10.37
6/01/2023	WA	5/01/2023	466	464			2000	10.37
5/01/2023	WA	4/03/2023	464	463			1000	6.29
4/01/2023	WA	3/01/2023	463	461			2000	10.37
3/01/2023	WA	2/01/2023	461	460			1000	6.29
2/01/2023	WA	1/03/2023	460	459			1000	6.29
1/01/2023	WA	12/01/2022	459	457			2000	10.37
12/01/2022	WA	11/01/2022	457	456			1000	6.29
11/01/2022	WA	10/03/2022	456	455			1000	6.29
10/01/2022	WA	9/01/2022	455	454			1000	6.17
9/01/2022	WA	8/02/2022	454	452			2000	10.17
8/01/2022	WA	7/01/2022	452	451			1000	6.17
7/01/2022	WA	6/01/2022	451	450			1000	6.17
6/01/2022	WA	5/02/2022	450	448			2000	10.17
5/01/2022	WA	4/01/2022	448	447			1000	6.17
4/01/2022	WA	3/01/2022	447	446			1000	6.17
3/01/2022	WA	2/01/2022	446	445			1000	6.17
2/01/2022	WA	1/03/2022	445	443			2000	10.17
1/01/2022	WA	12/01/2021	443	441			2000	10.17
12/01/2021	WA	11/01/2021	441	439			2000	10.17
11/01/2021	WA	10/01/2021	439	437			2000	10.17
10/01/2021	WA	9/01/2021	437	435			2000	10.17
9/01/2021	WA	8/02/2021	435	433			2000	10.17
8/01/2021	WA	7/01/2021	433	430			3000	14.17
7/01/2021	WA	6/01/2021	430	426			4000	18.17
6/01/2021	WA	5/03/2021	426	414			12000	50.56
5/01/2021	WA	4/01/2021	414	412			2000	10.17
4/01/2021	WA	3/01/2021	412	411			1000	6.17
3/01/2021	WA	2/01/2021	411	410			1000	6.17
2/01/2021	WA	1/04/2021	410	408			2000	10.17
1/01/2021	WA	12/01/2020	408	407			1000	6.17
12/01/2020	WA	11/02/2020	407	406			1000	6.17
11/01/2020	WA	10/01/2020	406	405			1000	6.17
10/01/2020	WA	9/01/2020	405	404			1000	6.17
9/01/2020	WA	8/03/2020	404	402			2000	10.17
8/01/2020	WA	7/01/2020	402	401			1000	6.17
7/01/2020	WA	6/01/2020	401	399			2000	10.17
6/01/2020	WA	5/01/2020	399	398			1000	6.17
5/01/2020	WA	4/01/2020	398	397			1000	6.17
4/01/2020	WA	3/02/2020	397	395			2000	10.17
3/01/2020	WA	2/03/2020	395	393			2000	10.17

UTILITY BILLING BILLING REGISTER
 SERVICE: CYCLE:

ACCOUNT NO/CUSTOMER NAME		NON-UPDATE		MULTI	PREVIOUS	PRESENT	CONSUMPT E	CURRENT	TAX	ARREARS	DUE
FROM	TO SV MET DEMAND										
2150000001 FIRST PRESBYTERIAN CHURCH		211 W 1ST ST									
8/31/23	9/30/23 ER				0	0	0	6.00			6.00
8/31/23	9/30/23 GA				0	0	0	20.29	1.42		21.71
8/31/23	9/30/23 ST				0	0	0	4.50	.32		4.82
9/01/23	10/02/23 SW				479	493	14000	188.25	13.18		201.43
9/01/23	10/02/23 WA				479	493	14000	61.15	3.67		64.82
8/31/23	9/30/23 YW				0	0	0	2.00	.14		2.14
								=====	=====	=====	=====
								282.19	18.73		300.92

\$201.43 sewer plus tax for 14,000 gallons
 (48.52) sewer plus tax for 3,000 gallons
 \$152.91 sewer credit

City Council Meeting
Prep. Date: 10/31/2023
Preparer: Russell Farnum



Agenda Item: # 19
Agenda Date: 11/06/2023

Communication Page

Agenda Items Description: Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$2,350,000 General Obligation Corporate Purpose Bonds, Series 2023 and providing for the levy of taxes to pay the same

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

Synopsis: This action allows the City to enter into the bond funding for the forthcoming capital projects:

- 1. Chestnut Street improvements between 2nd and 3rd Street, including drainage, water main, street and sidewalk construction;
- 2. Improvements to the 6th Street Ditch from Chestnut Street easterly to Cedar and northeast to 7th Street;
- 3. Repainting and maintenance of the South Water Tower.

In total these projects were estimated at about \$1.8 million. The bonds will actually be issued in the amount of \$2,350,000, which includes issuance costs, engineering, updated project costs, and the anticipated construction inspection fees necessary to complete the projects. The bonds provide cash to perform the improvements which the City pays back over a 10-year period.

The low bid on the bonds was UMB Bank at a Total Interest Cost of 4.1775%. The Loan Agreement approves that borrowing subject to the terms in the Agreement.

Recommendation: Approval of the bond agreement is recommended.

MINUTES TO PROVIDE FOR THE
ISSUANCE OF BONDS

435926-35

Monticello, Iowa

November 6, 2023

The City Council of the City of Monticello, Iowa, met on November 6, 2023, at _____
o'clock ____ .m., at the _____, Monticello,
Iowa.

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

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____
introduced the resolution hereinafter next set out and moved that the resolution be adopted,
seconded by Council Member _____. After due consideration, the Mayor put
the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. _____

Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$2,350,000 General Obligation Corporate Purpose Bonds, Series 2023 and providing for the levy of taxes to pay the same

WHEREAS, the City of Monticello (the “City”), in Jones County, State of Iowa, heretofore proposed to enter into a General Obligation Corporate Purpose Loan Agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$2,500,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of (a) constructing street and storm water drainage improvements, including incidental water system, sanitary sewer system and utility relocation improvements; (b) acquiring and installing street lighting and signage improvements; and (c) undertaking water tower painting and maintenance (the “Projects”), and pursuant to law and duly published notice of the proposed action has held a hearing thereon on March 6, 2023; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2023 (the “Bonds”) to be issued in evidence of the obligation of the City under the Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its preparation and use by PFM Financial Advisors LLC, as municipal financial advisor to the City, and has otherwise made provision for the sale of the Bonds; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of UMB Bank, n.a., Kansas City, Missouri (the “Purchaser”), was the best, such bid proposing the lowest interest cost to the City for the Bonds; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$2,350,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 2. The Bonds, in the aggregate principal amount of \$2,350,000, are hereby authorized to be issued in evidence of the City’s obligations under the Loan Agreement. The Bonds shall be dated November 21, 2023, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2024	\$130,000	5.00%	2029	\$265,000	5.00%
2025	\$270,000	5.00%	2030	\$280,000	5.00%
2026	\$155,000	5.00%	2031	\$295,000	5.00%
2027	\$160,000	5.00%	2032	\$305,000	4.00%
2028	\$170,000	5.00%	2033	\$320,000	4.00%

Section 3. UMB BANK, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2032 and 2033, inclusive, prior to and in any order of maturity on June 1, 2031, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2024. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

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

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement

Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

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

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2023

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____ %	June 1, 20 _____	November 21, 2023	614410 _____

The City of Monticello (the “City”), in Jones County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing June 1, 2024, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2023 (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of November 21, 2023 (the “Loan Agreement”), entered into by the City for the purpose of paying the costs, to that extent, of (a) constructing street and storm water drainage improvements, including incidental water system, sanitary sewer system and utility relocation improvements; (b) acquiring and installing street lighting and signage improvements; and (c) undertaking water tower painting and maintenance.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council adopted on November 6, 2023, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the

“Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2032 and 2033, inclusive, prior to and in any order of maturity on June 1, 2031, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Monticello, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, all as of November 21, 2023.

CITY OF MONTICELLO, IOWA

By: (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned resolution.

UMB Bank, n.a.
West Des Moines, Iowa
Registrar

By: (Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	_____
				(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$2,423,808.15), including original issue premium (\$73,808.15) (the “Loan Proceeds”), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$23,107.98) shall be retained by the Purchaser as the underwriter’s discount.

A portion of the Loan Proceeds (\$2,353,850.17) received from the sale of the Bonds shall be deposited in a dedicated fund (the “Project Fund”), which is hereby created, to be used for the payment of costs of the Projects and to the extent that any such proceeds (the “Project Proceeds”) remain after the full payment of the costs of the Projects, such Project Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds (\$46,850.00) (the “Cost of Issuance Proceeds”), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$374,750;

For collection in the fiscal year beginning July 1, 2025;
sufficient to produce the net annual sum of \$246,250;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$243,500;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$245,500;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$332,000;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$333,750;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of \$334,750;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of \$330,000; and

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of \$332,800.

(Such taxes being supplemental and additional to taxes previously authorized by the City for this purpose for collection in the fiscal year beginning July 1, 2023).

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Jones County, and the Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Section 403.19 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. A portion of the Projects, as described in the preamble hereof, have been approved as urban renewal projects of the City by prior action of the City Council. Such action is hereby ratified, and the City hereby reaffirms its intent to use incremental property tax revenues to pay the portion of principal of and interest on the Bonds attributable to such urban renewal projects.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income

tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as “Qualified Tax Exempt Obligations” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent that the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 6, 2023.

Mayor

Attest:

City Clerk

• • • •

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

COUNTY OF JONES

I, the undersigned, County Auditor of Jones County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2023, the City Clerk of the City of Monticello, Iowa, filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on November 6, 2023, entitled: “Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$2,350,000 General Obligation Corporate Purpose Bonds, Series 2023 and providing for the levy of taxes to pay the same,” and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2024, and subsequent years as provided in the resolution, such taxes being supplemental and additional to taxes previously authorized by the City for such purpose for collection in the fiscal year beginning July 1, 2023.

WITNESS MY HAND this _____ day of _____, 2023.

County Auditor

LOAN AGREEMENT

This Loan Agreement is entered into as of November 21, 2023 by and between the City of Monticello, Iowa (the "City"), and UMB Bank, n.a., Kansas City, Missouri (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$2,350,000 and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2023 (the "Bonds") in the aggregate principal amount of \$2,350,000.

2. The City has adopted a resolution on November 6, 2023 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated November 21, 2023, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF MONTICELLO, IOWA

By _____
David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk

UMB BANK, N.A.
Kansas City, Missouri

By _____
(Signature)

(Print Name and Title)

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this November 21, 2023 (the “Dated Date”) by and between the City of Monticello, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$2,350,000 General Obligation Corporate Purpose Bonds, Series 2023 hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
 - d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT: UMB Bank, n.a.
Attn: Corporate Trust & Escrow Services
7155 Lake Drive, Suite 120
West Des Moines, Iowa 50266

If to ISSUER: City of Monticello, Iowa
Attn: City Clerk
City Hall
200 East 1st Street
Monticello, Iowa 52310-1501

26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF MONTICELLO, IOWA

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By: _____
Authorized Signatory



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$600 annual |
| • Registered/Private Placement Bonds | \$500 initial/\$600 annual |

*Initial Fees charged at Closing

*Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------------|
| • Placement of CDs or Sinking Funds | \$500 per set up/outside UMB |
| • Late Payments | \$100 |
| • Optional or Partial Redemption | \$300 |
| • Mandatory Redemption | \$100 |
| • Early Termination/Full Call | \$500 |
| • Paying Costs of Issuance | \$500 one-time fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|-----------------------|----------------|
| • Dissemination Agent | \$1,000 annual |
|-----------------------|----------------|

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Monticello, Iowa (the “Issuer”), in connection with the issuance of \$2,350,000 General Obligation Corporate Purpose Bonds, Series 2023 (the “Bonds”), dated November 21, 2023. The Bonds are being issued pursuant to a resolution of the Issuer approved on November 6, 2023 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) To the extent such information is customarily prepared by the Issuer and is made publicly available, not later than June 30 (the “Submission Deadline”) of each year following the end of the 2022-2023 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **Audited Financial Statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any

annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available..

(b) other financial information and operating data regarding the Issuer of the type presented in the final official statement distributed in connection with the primary offering of the Bonds; provided, however, other than information included in its audited financial statements, the Issuer does not customarily prepare or make publicly available, most of the information in the final official statement, and accordingly no financial information or operating data (other than that normally included in the audited financial statements) will be provided by the Issuer in the Annual Report other than the following:

NONE

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws,

the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: November 21, 2023

CITY OF MONTICELLO, IOWA

By _____
David Goedken, Mayor

Attest:

By _____
Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 10/31/2023
Preparer: Faith Brehm



Agenda Item: # 20
Agenda Date: 11/06/2023

Communication Page

Agenda Items Description: Hire Intern through Advancement Services for Library

<u>Type of Action Requested:</u> Resolution					
<u>Attachments & Enclosures:</u> Resolution	<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: The Library Board has approved the placement of an intern with the library from the Advancement Services of Jones County’s Career Connections program. The intern would work a total of 60 hours, paid through the Career Connections program.

Background: Career Connections places high-school aged students in industries around the community to assist them in mastering employment skills. The student is covered under the Advancement Services worker’s compensation policy. Interns are paid at a rate of \$7.25 an hour through the Career Connections program. Time sheets are required and provided by Career Connection to document hours. The library nor city would be held responsible for any accidents/injuries that occur during working hours.

A student within the Career Connections program has expressed interest in a placement at the library. They understand that they are not guaranteed a position after the conclusion of the internship or graduation.

The library plans to have the intern for three two-hour shifts each week for a total of ten weeks. The intern will be able to help with cataloguing, shelving, and program planning and prep but will not have access to library files or patron records.

Recommendation: Approval is recommended. There is no cost to the City.

The City of Monticello, Iowa

RESOLUTION

Approve the hiring of an Intern by the Library

WHEREAS, The Monticello Public Library Board has recommended that the Dpt. hire an intern for 60 hours to perform those duties set out in the Career Connection contract, a copy of same being attached hereto, and

WHEREAS, The intern would be paid for their efforts in a sum determined to be appropriate, based upon their skills and abilities, through Advancement Services, and

WHEREAS, The Council finds that the recommendation of the Library Director and the Board to hire an intern for the winter season should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby authorize the Library Director to hire an intern, consistent with the contract attached hereto.

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 6th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



CAREER CONNECTIONS
Leading today's youth into tomorrow's workforce

Work Based Learning Experience

_____ has been placed by the Career Connection program at _____
_____ for a work based learning experience.

Start Date: _____ Tentative End Date: _____

A total of _____ hours of paid internship (can estimate number of hours per week/number of weeks and include)

This learning experience:

1. Is a planned program of job training and work experience for the student, appropriate to the student's abilities, which includes training related to pre-employment and employment skills to be mastered at progressively higher levels referred to as a paid internship;
2. Encompasses a sequence of activities that build upon one another, increasing in complexity and promoting mastering of basic skills;
3. Has been structured to expose the student to the industry and promotes the development of broad, transferable skills; and
4. Provides for real or simulated tasks or assignments, which push students to develop higher-order critical thinking and problem-solving skills.

In addition:

1. The student will receive ongoing instruction at the employer's worksite and receive close on-site supervision throughout the learning experience, through the employer and/or the Career Connection staff;
2. The placement of the student at the worksite should not displace any regular employee;
3. The student is not guaranteed a job at the end of the internship, however, the employer is encouraged to offer employment at the end if the student meets all qualifications expected of other employees;
4. The employer, student, and parent or guardian understand that the student is not entitled to wages or other compensation by the employer during the internship hours worked by the student; and
5. The student, employer, and parent or guardian understand that the student is covered by Advancement Services worker's compensation policy, and the employer is not held responsible for accidents/ injuries that occur during the time spent working through the internship.

For this internship, Career Connection agrees to pay the student up to \$XXX at a wage of \$7.25 per hour. Documentation of the hours worked must be recorded on time sheets provided by Career Connection and must be submitted for payment by the 15th and 30th of each month worked to Career Connection.

Student Signature

Date

Signature of Employer

Date

Signature of Program Staff

Date

City Council Meeting
Prep. Date: 10/31/2023
Preparer: Russell Farnum



Agenda Item: # 21
Agenda Date: 11/06/2023

Communication Page

Agenda Items Description: Plat of Parcel 2023-82, portion of Cherry Street already vacated by Resolution 2023-38

Type of Action Requested: Resolution

Attachments & Enclosures:

Plat

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

Synopsis: The City was requested to vacate a portion of Cherry Street, which it did. After recording everything, the County determined they wanted a “parcel plat” creating a lot for the property that the City vacated.

The attached plat is said instrument, and can be approved the Council by virtue of action already taken on this issue.

Recommendation: Approval is recommended.

The City of Monticello, Iowa

RESOLUTION # - ____

Approving the Plat of Parcel 2023-82, which is a portion of the Cherry Street Right-of-Way previously vacated by Resolution 2023-38

WHEREAS, the City Council of the City of Monticello, Iowa, provided notice of and held a public hearing, taking subsequent action pursuant to Resolution 2023-38 to vacate a portion of the Cherry Street right-of-way (the "Property") by metes-and-bounds description, and

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

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

WHEREAS, the City followed the proper process and took all necessary actions in compliance with Iowa Code and the Monticello Municipal Code, and Resolution 2023-38 Vacating a portion Cherry Street is recorded in the Office of the Jones County Recorder as document number 2023-1998, but after recording, the County asked that a Parcel Plat be prepared for the Property, and

WHEREAS, a Surveyor prepared said Plat for Parcel 2023-82, and has presented the same to the City, which is the same portion of the Cherry Street right of way already vacated by the City, and

WHEREAS, the Surveyor also identified scrivener's errors in the Legal Description, the corrected version of which is:

Part of Cherry Street lying North of Lot 479 of Railroad Addition to Monticello, Jones County, Iowa as recorded in the Office of the Jones County Recorder Book B, page 153

BEGINNING at the northeasterly corner of Lot 479 of Railroad Addition to Monticello, Jones County, Iowa;

Thence South 76-47'-15" West 47.55 feet along the North line and to the Northwesterly corner of said Lot 479;

Thence North 12-55'53" West 37.35 feet along the Easterly right of way line of Maple Street;

Thence North 66-35'-10" East 59.49 feet to the West line of Lot 11 of Turck's addition to Monticello as recorded in the Office of the Jones County Recorder Book B, page 161;

Thence South 00-04' -16" East 49.17 feet along the West line of said Lot 11 to the POINT OF BEGINNING containing a total of 2231.1 S.F. or 0.05 acres more or less; subject to easements, reservations, restrictions, and rights of way of record and not of record.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the plat of Parcel 2023-82 for a portion of Cherry Street as described within the body of this Resolution, and

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 6th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

INDEX LEGEND

LOCATION: RAILROAD ADDITION TO MONTICELLO, IOWA
 SECTION 22, T86N, R3W, JONES COUNTY, IOWA

REQUESTOR: ADRIAN KNUTH

PROPRIETOR: CITY OF MONTICELLO

SURVEYOR: BILL BURGER

SURVEYOR COMPANY: WM. BURGER LANDSURVEYOR

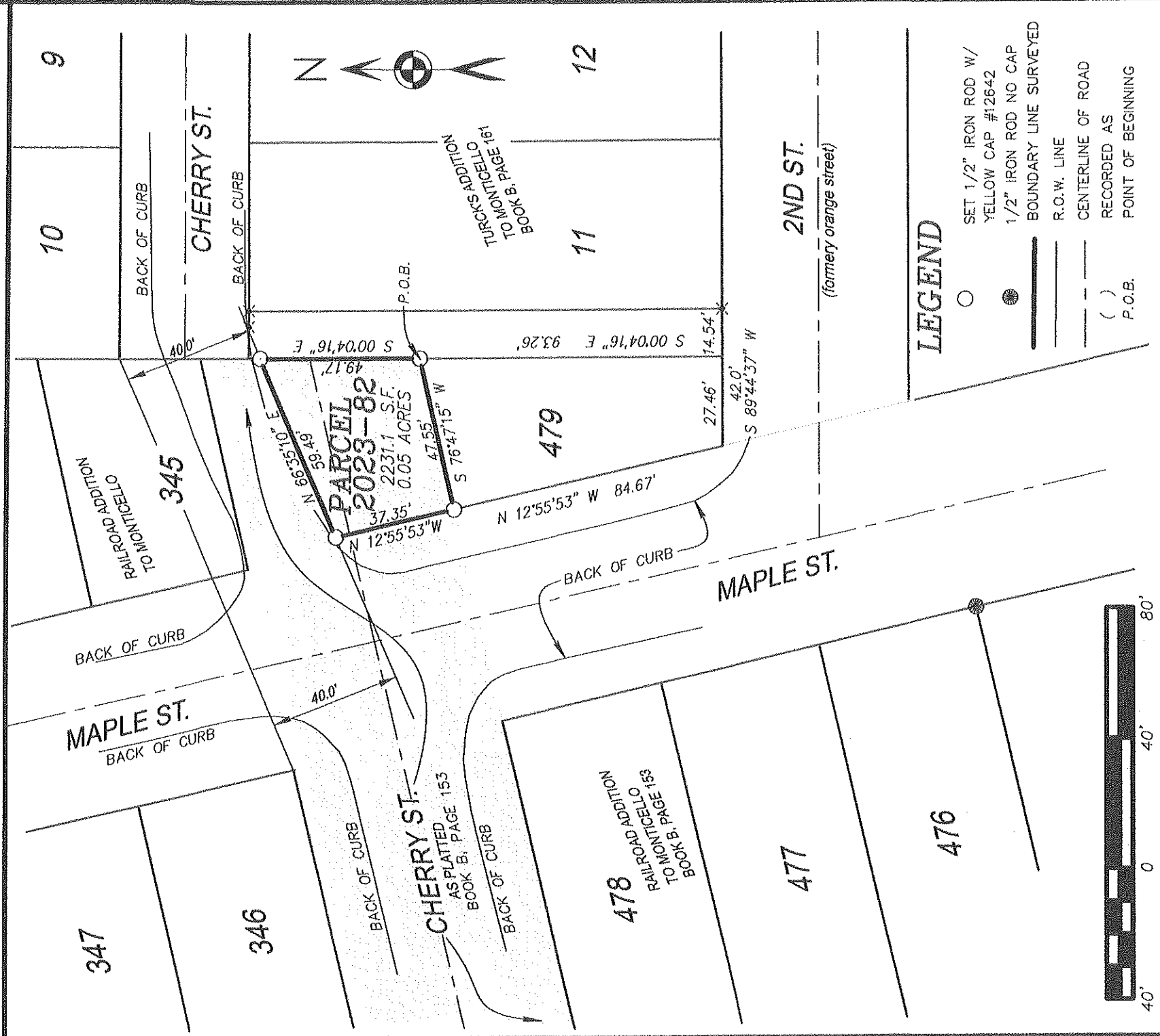
BILL BURGER, 510 3RD STREET WEST COURT,
 WORTHINGTON, IA 52078 | (563) 855-2028

PREPARED BY BILL BURGER OF WM. BURGER LANDSURVEYOR 510 3RD STREET WEST COURT WORTHINGTON, IOWA 52078 (563) 855 2028

PLAT OF SURVEY

PARCEL 2023-82

PART OF CHERRY STREET IN RAILROAD ADDITION TO MONTICELLO, JONES COUNTY, IOWA



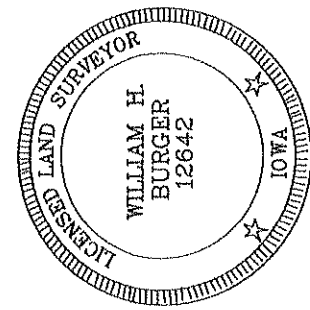
LEGEND

- SET 1/2" IRON ROD W/ YELLOW CAP #12642
- 1/2" IRON ROD NO CAP
- BOUNDARY LINE SURVEYED
- R.O.W. LINE
- CENTERLINE OF ROAD
- () RECORDED AS POINT OF BEGINNING
- P.O.B.



DATE OF SURVEY: 6/20/22, 6/22/22 SCALE: 1" = 40' SHEET 1 OF 2

PROPRIETORS: SEE INDEX LEGEND



I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

William H. Burger 6/19/23 DATE

WILLIAM H. BURGER #12642

Wm. Burger
LandSurveyor
 510 3rd Street West Court
 Worthington, Iowa 52078

LEGAL DESCRIPTION

PARCEL 2023-82 - part of Cherry Street lying North of Lot 479 of Railroad Addition to Monticello, Jones County, Iowa as recorded in the Office of the Jones County Recorder Book B, page 153

BEGINNING at the Northeasterly corner of Lot 479 of Railroad Addition to Monticello, Jones County, Iowa;

Thence South 76°-47'-15" West 47.55 feet along the North line and to the Northwesterly corner of said Lot 479;

Thence North 12°-55'-53" West 37.35 feet along the Easterly right of way line of Maple Street;

Thence North 66°-35'-10" East 59.49 feet to the West line of Lot 11 of Turck's Addition to Monticello as recorded in the Office of the Jones County Recorder Book B, page 161;

Thence South 00°-04'-16" East 49.17 feet along the West line of said Lot 11 to the **POINT OF BEGINNING** containing a total of 2231.1 S.F. or 0.05 acres more or less; **subject to easements, reservations, restrictions, and rights of way of record and not of record;**

City Council Meeting
Prep. Date: 11/1/2023
Preparer: Jacob Oswald



Agenda Item: # 22
Agenda Date: 11/06/2023

Communication Page

Agenda Items Description: Application to enter Integrated Roadside Vegetation Management program

Type of Action Requested: Resolution

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis:

Transportation corridors move people and goods safely and efficiently from one location to another in vehicles, on bicycles and walking. The purpose of the Living Roadway Trust Fund (LRTF) is to promote the implementation of Integrated Roadside Vegetation Management (IRVM) on or adjacent to road, street, and highway rights-of-way in Iowa. IRVM promotes management of Iowa’s roadsides “...to be preserved, planted, and maintained to be safe, visually interesting, ecologically integrated, and useful for many purposes.” IRVM is a long-term approach to roadside management that, in part incorporates the use of plant communities that are sustainable along Iowa’s roadways. The purposes of roadside vegetation are to hold soil in place without creating hazards, improve scenic beauty for users, and provide habitat for pollinators and other wildlife.

The city’s vegetation management goals must meet certain safety and functional requirements before aesthetic, recreational, or economic considerations can be addressed. These are to maintain a clear zone recovery area, meet minimal sight distance requirements, and provide for erosion control. Also required by Iowa law is the control of noxious weeds.

Background Information:

The goals of this Integrated Roadside Vegetation Management Program are to:

1. Preserve and provide safe, functional, and environmentally improved corridors of travel throughout the city.
2. Promote desirable, self-sustaining plant communities in roadsides, drainage areas, and other public lands in the city over the long term.
3. Utilize those plant communities that are native to Iowa through preservation and re-establishment whenever practical.
4. Implement a brush control program within the roadside rights-of-way.

5. Make more efficient and effective use of pesticides as a control method of undesirable species.
6. Enhance the scenic qualities of the roadsides and entranceways and their value as roadside habitat.

In accordance with this IRVM plan, the city will:

1. Develop a public awareness campaign to gain support for integrated roadside management through media, established organizations, seminars and brochures.
2. Obtain educational and informational material on IRVM to be presented in seminars and distributed to adjacent landowners, the public, consultants, and contractors.
3. Provide guidelines and directives for staff, contractors and others who seed, plant and maintain roadsides.
4. Encourage the use of seed, plants and trees native to Iowa.

In addition to the above, entering the IRVM program, the city will become eligible for grant funding for a variety of projects, including:

1. Demonstration Projects
2. Education
3. Outdoor Learning Environments
4. Gateways and Community Entryways
5. Planning, Design and Professional Services
6. Research
7. Special Staff Training
8. Equipment Storage
9. Other Related Projects

As well as equipment, including:

1. Erosion Control Equipment
2. Mowing, brush, and tree removal equipment (rotary/flail mower, woodchipper, brush control)
3. Seeding Equipment (drop seeder, no-till drill, soil preparation equipment)
4. Vehicles (dedicated heavy duty trucks, UTV, vehicle accessories)
5. Herbicide Equipment (i.e. sprayers)
6. Other Equipment Types (i.e. prescribed fire equipment)

Staff Recommendation:

To approve application to enter Integrated Roadside Vegetation Management program.

City Of Monticello
Integrated Roadside Vegetation Management Plan
for Cities Under 10,000 Population
NOVEMBER 6, 2023

IOWA CODE

Section 314.21 1. c. of the Iowa Code states: *"a city or county shall not be eligible to receive moneys from the living roadway trust fund unless the city or county has an Integrated Roadside Vegetation Management plan in place consistent with the objectives in section 314.22."*

Section 314.22 of the Iowa Code, Integrated Roadside Vegetation Management states:
"It is declared to be in the general public welfare of Iowa and a highway purpose for the vegetation of Iowa's roadsides to be preserved, planted, and maintained to be safe, visually interesting, ecologically integrated, and useful for many purposes."

DEFINITION

Integrated Roadside Vegetation Management (IRVM) a long-term approach to vegetation management that:

1. Systematically evaluates each area to be managed.
2. Determines which plant communities best fit the area.
3. Develops procedures that will encourage, enhance or re-establish native plant communities.
4. Provides self-sustaining, diversified, visually interesting vegetation.
5. Establishes safety and an improved environment as priorities.
6. Utilizes the most beneficial methods to prevent or correct undesirable situations caused by disturbance or less than optimum vegetative ground cover.
7. Enforces Chapter 317, Code of Iowa Noxious Weed Law.

INTRODUCTION

Transportation corridors move people and goods safely and efficiently from one location to another in vehicles, on bicycles and walking. The purposes of roadside vegetation are to hold soil in place without creating hazards, improve scenic beauty for users, and provide habitat for pollinators and other wildlife.

The city's vegetation management goals must meet certain safety and functional requirements before aesthetic, recreational, or economic considerations can be addressed. These are to maintain a clear zone recovery area, meet minimal sight distance requirements, and provide for erosion control. Also required by Iowa law is the control of noxious weeds.

The goals of this Integrated Roadside Vegetation Management Program are to:

1. Preserve and provide safe, functional, and environmentally improved corridors of travel throughout the city.
2. Promote desirable, self-sustaining plant communities in roadsides, drainage areas, and other public lands in the city over the long term.
3. Utilize those plant communities that are native to Iowa through preservation and re-establishment whenever practical.
4. Implement a brush control program within the roadside rights-of-way.
5. Make more efficient and effective use of pesticides as a control method of undesirable species.
6. Enhance the scenic qualities of the roadsides and entranceways and their value as roadside habitat.

PROCEDURES FOR INTEGRATED ROADSIDE VEGETATION MANAGEMENT

1. Inventory sites to be managed, listing areas of desirable vegetation and those needing improvement.
2. Determine the appropriate management methods needed.
3. Determine the best time to implement management procedures and see that they are accomplished at that time. Temporary procedures may be needed to preserve an area before permanent methods can be utilized.

INTEGRATED ROADSIDE VEGETATION MANAGEMENT METHODS

Integrated vegetation management includes the use of cultural, mechanical, biological and chemical practices. Each location must be evaluated to determine the best method to be used. One or more of the following will be used:

1. Cultural Methods

Cultural controls can be achieved through the introduction and management of desirable plants to control noxious weeds and other undesirable plants. The city will use diverse native grass and forb seed mixes or plant plugs as well as trees in their plantings. These diverse native plantings will be maintained and protected.

Prescribed fire is recognized as a valuable tool in brush and invasive plant control and can be used to enhance and maintain native plant communities. The city recognizes the potential hazards relating to prescribed fire. Therefore, roadsides will be burned only under the safest atmospheric conditions by burn crew personnel trained and certified in the use of prescribed fire.

2. Mechanical Methods.

This involves anything from tractor mowers for managing shoulders, weed control and planting maintenance to pruning shears, chainsaws, and boom mowers for controlling brush and maintaining guardrails and the clear zone.

3. Biological Methods

This involves the use of animals, insects, bacteria or viruses to control plant growth. Natural enemies of noxious weeds could be used in the ROW if necessary. Further research will be needed on other possible biological controls before the city will recommend them.

4. Pesticide Methods

Selection of pesticides to be used shall be based on their label constraints and residual effects on the environment. They will be monitored to document their effectiveness and impacts upon target and non-target species.

Pesticides can be valuable tools for controlling undesirable vegetation. Applicators will be certified by the State of Iowa as public applicators in the appropriate categories.

EDUCATION AND INFORMATION

In accordance with this IRVM plan, the city will:

1. Develop a public awareness campaign to gain support for integrated roadside management through media, established organizations, seminars and brochures.
2. Obtain educational and informational material on IRVM to be presented in seminars and distributed to adjacent landowners, the public, consultants, and contractors.
3. Provide guidelines and directives for staff, contractors and others who seed, plant and maintain roadsides.
4. Encourage the use of seed, plants and trees native to Iowa.

This is a flexible plan that requires common sense interpretations with changes made as necessary to fit the ever-changing complex circumstances realized in integrated roadside vegetation management. This plan will require an update within five years of certification.

City Certification:

Mayor

11/6/2023
Date

City Administrator

11/6/2023
Date



The Sacred Heart School Gala will take place Saturday, Nov. 11. The theme this year is "All American Christmas." Students recently showcased some of the auction items donated to help raise money for the financial operations of the school. In front is Makenna Hasler. In back from left are Barrett Schattgen, Eliza and Edith Parrott, and Robert Babeon.



Jase Benter, third grade, shows project for the Nov. 11 Gala. Student used popsicle sticks to form a cross.

BOARD OF SUPERVISORS

Living Road Trust Fund benefits Jones County

By Kim Brooks
Express Editor

Thanks to the Iowa Living Roadway Trust Fund, Jones County Secondary Roads has greatly benefitted over the years.

Weed Commissioner Wes Gibbs has been very successful in applying for and securing grants from the Trust Fund. Those grants have allowed Gibbs to purchase equipment and vehicles to carry out his duties as Weed Commissioner.

During the Oct. 24 Jones County Board of

Supervisors meeting, the board took action to approve the grant agreements with the Trust Fund for the purchase of the following:

- An ATV broadcast seed spreader
- A second seed spreader
- A diamond brush cutter (mower)
- A backpack leaf blower
- A UTV trailer

Gibbs noted that these grants help to cover 80 percent of the purchase.

"Wes has gotten us

a lot of equipment," Assistant Engineer Todd Postel praised.

Gibbs said that Iowa Living Roadway is well aware of the fact that when Jones County applies, the equipment is needed and put to good use.

"Counties have the option to use the money or not," County Engineer Derek Snead added. "A lot of counties don't participate."

Jones County started applying for Trust Fund grants back in 1998.

In other county business:

- The board approved both the Department of Agriculture Weed Commissioners Annual Report and the 2024 Weed Commissioner Certification.

- Postel shared that right of way letters for the 215th Avenue project were going out to landowners last week. Owners have a 10-day waiting period, per federal guidelines, before they can reply to the Engineer's Office.

Snead said the roadway will be raised 3 to 4 feet throughout the entire stretch of the project. Plans also call for a 2- to 4-foot ditch bottom to help improve drainage.

- The board approved the hiring of Alice Harper as

of James Loes as a part-time JETS driver, effective Oct. 18, at \$15.90 an hour.

- The board approved an extension on the federal COAP (Comprehensive Opioid Abuse Program) Grant through Sept. 30, 2024.

Jones County was awarded the grant in 2020. The extension is due to not all of the funds having been expended.

- Supervisor Ned Rohwedder shared that Jones County Tourism planned to advertise for the director position, with resumes due Nov. 15 and interviews Nov. 17-18.

"We hope to select someone by the end of the month (November)," he said.

(1) CASE

20# white
8 1/2 x 11
copy paper

\$52.00



10 Reams



(1) REAM

20# white, 8 1/2 x 11 copy

\$6.00

~ ALSO AVAILABLE

- Colored paper
- Index & Card Stock Paper
(By the ream or the case)

Contact Dan at dgoodyear@monticello



111 East Grand Street, Monticello •

We always count

to help us through
Designing personalized
has been our special
Always know you can

City Council Meeting
Prep. Date: 11/01/2023
Preparer: Sally Hinrichsen



Agenda Item: # 23-31
Agenda Date: 11/6/2023

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:

- 23. City Engineer
 - a. Update on bid results for the Wastewater Treatment Facility Project
- 24. Mayor
- 25. City Administrator
- 26. Park and Recreation Director
- 27. Library Director
- 28. City Clerk
- 29. Public Works Director
- 30. Police Chief
- 31. Water/Wastewater Superintendent