

City of Monticello, Iowa

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Monticello City Council Meeting June 16, 2025 at 6:00 p.m.
Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

Mayor:	Wayne Peach	Staff:	
City Council:		City Administrator:	Russell Farnum
At Large:	Josh Brenneman	City Clerk/Treas.:	Sally Hinrichsen
At Large:	Scott Brighton	Police Chief:	Britt Smith
At Large:	Jake Ellwood	Library Director:	Faith Brehm
At Large:	Dave Goedken	Public Works Dir.:	Nick Kahler
At Large:	Candy Langerman	Water/Wastewater Sup.:	Jim Tjaden
At Large:	Mary Phelan	Park & Rec Director:	Jacob Oswald
		Ambulance Director:	Lori Lynch
		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 June 2, 2025

Approval of Payroll June 12, 2025

Approval of Bill List

Approval of Monticello Golf Club alcohol license

Approval of cigarette permits for Mega Smoke Shop & Puff N Stuff

Approval of Devise Permit for Puff N Stuff

Approval of Re-appointment Dave Haag and acknowledge re-appointment of Quinton Fellingner (South Fork Township) to the Fire Board

Public Hearings:

1. **Public Hearing** on draft Development Agreement with Roger Stephen
2. **Discussion** on sanitary sewer extension for the Stephen Property

3. Resolution Approve Development Agreement with Stephen

Resolutions:

- 4. Resolution** setting the date for public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder
- 5. Resolution** Approving Change Order #4 in the increased amount of \$23,025.82 as submitted by Bill Bruce Builders related to the Monticello Wastewater Treatment Plant Improvements
- 6. Resolution** Approving Pay Request #13 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$818,191.31
- 7. Resolution** Approving the Final Development Agreement between City of Monticello and Kwik Trip Inc. Related to the Development of a Kwik Star Convenience Store, Gas Station and Truck Stop
- 8. Resolution** Approving the continued employment of the Monticello Park and Recreation part-time Adult Recreation and Special Events Coordinator and setting wages
- 9. Resolution** Approving increased user fees for the Monticello Berndes Center and Park and Recreation Shelter Rental
- 10. Resolution** Scheduling Consideration of Annexation and Public Hearing on proposed re-zoning of property known as Lot 1 of Brad Stephen's 4th Addition to M-1 Light/Heavy Industrial District for July 2, 2025 at 6:00 p.m.

Consideration and Possible Motions:

- 11. Consideration and Possible Motion** on acknowledging the receipt the of the FY 2024 annual audit

Ordinances:

- 12. Ordinance** #780 Amending certain provisions of Chapter 106, "Collection of Solid Waste", of the City of Monticello, Iowa Code of Ordinances (2nd reading)
- 13. Ordinance** #781 Amending certain provisions of Chapter 105, "Solid Waste Control", Section 105.13, Rates for Service, Paragraph 1, of the City of Monticello, Iowa Code of Ordinance (2nd reading)

Reports / Potential Actions:

- 14. Mayor
- 15. City Engineer
- 16. City Administrator
- 17. Public Works Director
- 18. Police Chief
- 19. Water/Wastewater Superintendent
- 20. Park and Recreation Director
- 21. Library Director
- 22. Ambulance Director
- 23. City Clerk

Work Sessions:

- 24. **Work Session** on FY '26 Salary for the non-hourly employees
 - a. **Resolution** Adopting FY '26 Salary for the non-hourly employees
- 25. **Work Session** related to Meade Farm Lane addresses
- 26. **Work Session and Discussion** on prairie path maintenance

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: June 16, 2025 Council Meeting

Time: Jun 16, 2025 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86277984337>

Meeting ID: 862 7798 4337

One tap mobile

+16469313860,,86277984337# US

+13017158592,,86277984337# US (Washington DC)

Dial by your location

- +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)
- +1 646 558 8656 US (New York)
- +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
- +1 386 347 5053 US

Meeting ID: 862 7798 4337

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

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Regular Council Meeting
June 2, 2025, 6:00 P.M.
Community Media Center

Mayor Wayne Peach called the meeting to order. Council present were: Scott Brighton, Candy Langerman, Mary Phelan, Josh Brenneman. Dave Goedken, in person and Jake Ellwood, joining electronically. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Water/Wastewater Supt. Jim Tjaden, Park & Rec Director Jacob Oswald, Public Works Director Nick Kahler. Police Chief Britt Smith arrived later in meeting. 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.

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

Phelan moved to approve the consent agenda; Langerman seconded. Roll call was unanimous.

Farnum advised that Ellwood asked for his letter to be read, as he joined electronically, which Farnum did. The letter recommends setting up a work session and to postpone action on the wage resolution. Farnum stated the approved budget included a 7% increase and will not need to be amended to approve the resolution. Phelan wanted to see more data points. After a lengthy discussion, Phelan moved to table action on Resolution Adopting FY '26 Salary for the non-hourly employees and to hold a work session first, with adoption of the resolution to follow, Goedken seconded. Roll call was unanimous.

Brighton moved to approve Resolution #2025-77 Acknowledging Monticello Library Director and Library Staff wages for FY '26, Langerman seconded. Roll call was unanimous.

Brenneman moved to approve Resolution #2025-78 Approving Pay Request #2 to Highland Corporation, Re: Northridge Estates Fifth Addition Improvement Project in the amount of \$89,831.00. Phelan seconded. Roll call was unanimous. When asked, Farnum advised City is holding a 30% retainage on the project.

Goedken questioned if the annexation of the Stephen property was completed. Farnum advised that it was completed. Brighton moved to approve Resolution #2025-79 Setting public hearing on draft Development Agreement with Roger Stephen for June 16, 2025, Brenneman seconded. Roll call was unanimous.

City staff was looking for direction to sell or dispose of the brick stock pile. Council discussed getting rid of the stock pile but keeping the bricks on the pallets until it is determined how the Council wanted to proceed with the existing brick streets in town. Kahler advised he contacted a brick buyer who offered to purchase the stock pile for \$5,000.00. Goedken moved to approve selling the bricks on an honor system for \$1.00 each for 60 days to Monticello residents only. Then possibly open up to people outside the City limits or selling to a brick buyer. Phelan seconded. Roll call was unanimous. Police Chief Britt Smith arrived.

Farnum reported The Fire Department uniforms (jacket, helmet, pants and boots) are called "Turnout Gear". The turnout gear was typically funded by an Assistance to Firefighters Grant ("AFG" grant), which was well-funded and relatively easy to obtain, but recent Federal cuts removed all funding for this program earlier this calendar year. Assistant Fire Chief Billy Norton stated the National Fire Protection Association standards mandate that this equipment be replaced every 10 years, in order to assure adequate protection to our firefighters in firefighting and rescue operations. Firefighters Reece Norton and Tiler Streets stated the insurance company may not cover injuries if the gear is not replaced. Billy Norton advised there are 35 complete sets of gear that would need to be replaced by December 2025. Firefighter Nick Kahler recommends replacing the 35 sets and then start the five-year rotation of gear. Fire Department recommends purchasing the FeldFire equipment, at a cost of \$4,804.00 per Firefighter, totaling \$168,140. He also stated there will be a 12% increase in the gear in February 2026. Farnum advised that equipping the firefighters is a legitimate government function, the city can borrow for the purchase of this equipment and could be added to the General Obligation bonds the City is getting ready to issue. Goedken questioned if this could be done. Hinrichsen advised it was done in 2007 to purchase a fire truck and the Fire Board would need to include the amount to their budget to pay for the bond payment. Farnum stated the fire equipment is used in the 80-square mile service territory, of which the City is only 5.5 square miles. Farnum stated the Fire Department was looking for direction on options. Billy Norton stated the Fire Board will be meeting on June 18th and will be discussing options with them. No action was taken.

Brighton introduced and moved Ordinance #780 Amending certain provisions of Chapter 106, "Collection of Solid Waste", of the City of Monticello, Iowa Code of Ordinances, first reading, in title only. Langerman seconded. Roll call was unanimous.

Brighton introduced and moved Ordinance #781 Amending certain provisions of Chapter 105, "Solid Waste Control", Section 105.13, Rates for Service, Paragraph 1, of the City of Monticello, Iowa Code of Ordinance. Goedken seconded, first reading, in title only. Roll call unanimous.

Smith advised that he emailed the Council regarding their intent to look into the purchase of a canine officer, as an Officer has expressed interest in caring for the canine officer. Last week the Animal Welfare donated a 2 ½ year Belgian Malinois to the department that they received from Georgia, if department so desired. The Master Trainer felt it could be trainable as a working dog. Smith is looking to train it for narcotics. The Department is looking to begin fundraising for a canine in the next couple of weeks. Smith is hoping to have more detail for Council to take action on, to by the end of the year. Officer Shannon is looking to see if the dog would be a good fit for him and his family.

Smith reported the sidewalk inspections are completed in Ward 3 and letters were sent giving them 90 days to complete the work. If the work is not completed the City will hire someone to complete the required work and then they will bill the owner for the work. If not paid the City Clerk will place a lien on their taxes.

Smith gave an update on the house fire cleanups; one on South Maple Street and the other on East Third Street.

Smith advised there is an influx of door-to-door salespersons in the area for vacuums, solar panels, gutter repairs, etc. City currently has no registered & licensed salesperson. He requested if a salesperson comes to the door to request to see their license from the City that is signed by him and the City Clerk. If they do not have a license, call the police department and they will look into it.

Tjaden reported that the City has several pre-treatment agreements with businesses in town. In May 2025, one business has had violations and will be invoiced for \$3,000 per the City's agreement with the DNR related to the pre-treatment agreements. They have been in compliance for about the last year.

Oswald reported they have one more ball tournament coming up. The Aquatic Center is open and has been very busy.

Hinrichsen reported the City audit for fiscal year 2024 has been completed and emailed to Council.

Kahler reported his staff helped getting the cemetery ready for the holiday weekend and it looked great. Airport Inspector requested some trees be removed at the end of the grass runway, so they helped to remove them. They started painting the curbs. The new street sweeper has the capability to assist in cleaning out storm sewers, so will work to clean out more as time allows.

Langerman moved to adjourn the meeting at 7:01 P.M.

Wayne Peach, Mayor

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - JUNE 12, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	May 26 - June 8, 2025				
Christian Bell	\$ 264.00	\$ -	0.00	0.00	\$ 227.41
Brian Bronemann	1,395.10	-	0.00	0.00	1,122.08
Jamie Coleman	2,300.76	83.16	0.00	2.63	1,832.88
Jordan Fullerton	1,580.04	-	0.00	0.00	1,307.08
Quinn Hansen	855.04	-	0.00	0.00	701.09
Jayna Koffron	380.84	-	0.00	0.00	328.06
Lori Lynch	3,351.54	-	0.00	0.00	2,264.22
Coletta Matson	3,187.80	1,413.72	0.00	40.50	2,085.13
Chloe Mogensen	720.72	-	0.00	0.00	490.77
Sky Monty	1,899.06	306.30	0.00	0.00	1,440.38
Kyle Pierson	235.70	-	0.00	0.00	203.03
Shirlee Scott	2,217.60	-	0.00	0.00	1,677.56
Reggie Welter	931.70	-	0.00	0.00	757.20
Cora Wheeler	490.08	-	0.00	0.00	422.16
TOTAL AMBULANCE	\$ 19,809.98	\$ 1,803.18	0.00	43.13	\$ 14,859.05
CEMETERY	May 26 - June 8, 2025				
Griffin Brokaw	\$ 840.00	\$ -	0.00	0.00	\$ 749.43
Chesney Capron	1,200.00	-	0.00	0.00	1,014.54
Dan McDonald	2,540.85	434.45	0.00	# 0.00	1,954.54
TOTAL CEMETERY	\$ 4,580.85	\$ 434.45	0.00	0.00	\$ 3,718.51
CITY HALL	May 26 - June 8, 2025				
Cheryl Clark	\$ 2,298.73	\$ 10.73	2.25	22.50	\$ 1,618.01
Russ Farnum	3,861.54	-	0.00	0.00	2,607.99
Sally Hinrichsen	3,192.54	-	0.00	0.00	1,980.62
Nanci Tuel	2,176.80	-	0.00	0.00	1,440.02
TOTAL CITY HALL	\$ 11,529.61	\$ 10.73	2.25	22.50	\$ 7,646.64
FIRE					
Joe Bayne	\$ 208.33	\$ -	0.00	0.00	\$ 192.39
Billy Norton	166.67	-	0.00	0.00	143.57
Johnny Russ	125.00	-	0.00	0.00	115.44
Tiler Streets	125.00	-	0.00	0.00	115.44
TOTAL FIRE	\$ 625.00	\$ -	0.00	0.00	\$ 566.84
LIBRARY	May 26 - June 8, 2025				
Faith Brehm	\$ 1,764.00	\$ -	0.00	0.00	\$ 1,352.85
Molli Hunter	1,305.60	-	0.00	0.00	1,055.68
Penny Schmit	1,569.60	-	0.00	0.00	1,042.83
Jacqueline Stadtmueller	525.00	-	0.00	0.00	482.43
TOTAL LIBRARY	\$ 5,164.20	\$ -	0.00	0.00	\$ 3,933.79
MBC	May 26 - June 8, 2025				
Kara Burrack	\$ 800.00	\$ -	0.00	0.00	\$ 688.48
Grace Dupuy	1,688.00	-	0.00	0.00	1,298.70
Jacob Oswald	2,533.92	-	0.00	0.00	1,912.67
Peyton Schilling	1,174.13	-	0.00	0.00	1,021.82
Bryce Vaske	240.00	-	0.00	0.00	221.64

PAYROLL - JUNE 12, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Ben Welter	892.50	-	0.00	0.00	792.66
TOTAL MBC	\$ 7,328.55	\$ -	0.00	0.00	\$ 5,935.97
POLICE	May 26 - June 8, 2025				
Zach Buehler	\$ 445.44	\$ -	0.00	0.00	\$ 383.70
Dawn Graver	2,982.42	-	0.00	0.00	2,214.41
Erik Honda	3,240.48	-	0.00	0.00	2,464.96
Jordan Koos	3,240.48	-	0.00	36.00	2,219.32
Cole Millard	3,068.70	-	0.00	0.00	2,081.61
Keanan Shannon	2,993.76	-	0.00	21.00	2,282.03
Britt Smith	3,581.31	-	0.00	0.00	2,708.04
Madonna Staner	1,839.21	-	0.00	0.00	1,373.78
Brian Tate	3,881.28	-	0.00	0.00	2,898.25
TOTAL POLICE	\$ 25,273.08	\$ -	0.00	57.00	\$ 18,626.10
ROAD USE	May 26 - June 8, 2025				
Zeb Bowser	\$ 2,066.41	\$ -	0.00	34.00	\$ 1,603.70
Jacob Gravel	2,066.40	-	0.00	2.25	1,554.81
Nick Kahler	2,578.35	-	0.00	0.00	1,893.19
Jasper Scott	2,066.40	-	0.00	0.63	1,546.93
TOTAL ROAD USE	\$ 8,777.56	\$ -	0.00	36.88	\$ 6,598.63
SEWER	May 24 - June 6, 2025				
Jim Tjaden	\$ 3,084.12	\$ -	0.00	0.00	\$ 2,307.94
TOTAL SEWER	\$ 3,084.12	\$ -	0.00	0.00	\$ 2,307.94
SWIMMING POOL	May 23 - June 5, 2025				
Laila Atkinson	\$ 207.00	\$ -	0.00	0.00	\$ 191.17
Megan Besler	138.00	-	0.00	0.00	127.44
Bailey Brenneman	414.00	-	0.00	0.00	382.33
Macey Burlage	204.00	-	0.00	0.00	188.39
Collin Cashner	66.63	-	0.00	0.00	61.53
Marlee Chapman	159.38	-	0.00	0.00	147.19
Skylar Christensen	66.63	-	0.00	0.00	61.53
Addylin Donovan	47.50	-	0.00	0.00	43.86
Reece Drew	156.19	-	0.00	0.00	144.25
Macy Dusanek	36.75	-	0.00	0.00	33.94
Jill Flynn	1,114.00	-	0.00	0.00	1,026.21
Stella Flynn	445.00	-	0.00	0.00	410.96
Jensen Glawatz	45.00	-	0.00	0.00	41.56
Lily Hall	65.00	-	0.00	0.00	60.03
Zoe Lagunes-Reynolds	143.94	-	0.00	0.00	132.93
Aubrey Lasack	110.00	-	0.00	0.00	101.58
Kaylee Lawrence	285.00	-	0.00	0.00	263.20
Mary Grace Lyons	112.50	-	0.00	0.00	103.89
Tyler Morgan	120.00	-	0.00	0.00	110.82
Samantha Ruchti	271.88	-	0.00	0.00	251.08
Brynn Schmit	202.13	-	0.00	0.00	186.67
Alexis Schneiter	128.63	-	0.00	0.00	118.78
Emma Schwendinger	569.75	-	0.00	0.00	522.06

PAYROLL - JUNE 12, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Ryker Scott	65.00	-	0.00	0.00	60.03
River Smith	84.38	-	0.00	0.00	77.93
Jessica Stadtmueller	228.13	-	0.00	0.00	210.68
Katherine Stadtmueller	294.00	-	0.00	0.00	271.51
Alayna Tallman	122.50	-	0.00	0.00	113.12
Karley Tobiason	123.00	-	0.00	0.00	113.59
Brayden Wahl	47.50	-	0.00	0.00	43.86
Henry Wolken	110.00	-	0.00	0.00	101.58
Abigail Wright	337.50	-	0.00	0.00	311.68
Nevaeh Yousse	62.50	-	0.00	0.00	57.71
TOTAL SWIMMING POOL	\$ 6,583.42	\$ -	0.00	0.00	\$ 6,073.09
WATER	May 24 - June 6, 2025				
Scott Hagen	\$ 2,479.27	\$ 42.87	0.00	28.75	\$ 1,990.18
Josh Willms	2,336.21	59.81	0.00	# 50.00	1,626.09
TOTAL WATER	\$ 4,815.48	\$ 102.68	0.00	78.75	\$ 3,616.27
TOTAL - ALL DEPTS.	\$ 97,571.85	\$ 2,351.04	2.25	238.26	\$ 73,882.83

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
ALADTEC, INC.	PD SCHEDULING SOFTWARE	743.57			
DUBUQUE FIRE EQUIPMENT, INC.	PD OSHA	101.50			
JOHN DEERE FINANCIAL	PD VEHICLE OPERATING	8.49			
LASER TECH USA, INC. DBA	PD BUILDING SUPPLIES	95.87			

110	POLICE DEPARTMENT TOTAL	949.43			
STREET LIGHTS					
ALLIANT ENERGY-IES	2203 AMBER RD X44 ELECTRIC	98.21			

230	STREET LIGHTS TOTAL	98.21			
AQUATIC CENTER					
CARRICO AQUATIC RESOURCES INC	POOL ROBOTIC CLEANER	13,013.07			
DUBUQUE FIRE EQUIPMENT, INC.	POOL OSHA	26.00			
FAREWAY STORES #840-1	POOL CONCESSIONS	410.35			
JOHN DEERE FINANCIAL	POOL BLDG REPAIR/MAINT	87.45			
MONTICELLO SPORTS	POOL SUPPLIES	119.00			
MYERS-COX CO.	POOL CONCESSIONS	480.98			
NEXT GENERATION PLBG & HTG LLC	POOL EQUIP REPAIR/MAINT	3,888.96			
SPAHN & ROSE LUMBER CO INC	POOL BLDG REPAIR/MAINT	80.66			
ZACHARY D LONG	POOL BLDG REPAIR/MAINT	622.50			

440	AQUATIC CENTER TOTAL	18,728.97			
CEMETERY					
JOHN DEERE FINANCIAL	CEMETERY GROUNDS SUPPLIES	17.76			
SYCAMORE MEDIA CORP	CEMETERY ADVERTISING	91.20			
RONALD & SONDRAL NEWLAND	CEMETERY REFUND-H202, S 1/2	320.00			

450	CEMETERY TOTAL	428.96			
SOLDIER'S MEMORIAL BOARD					
MEDIACOM	SLDR MEM TELEPHONE	20.33			

498	SOLDIER'S MEMORIAL BOARD TOTAL	20.33			
CLERK/CITY ADMIN					
MOLLI JENN HUNTER	JANITORIAL SERVICES	175.00			

620	CLERK/CITY ADMIN TOTAL	175.00			
ENGINEER					
SNYDER & ASSOCIATES, INC	ENGINEERING FEES	2,091.00			

640	ENGINEER TOTAL	2,091.00			
CITY HALL/GENERAL BLDGS					
CIVIC SYSTEMS LLC	CH COMPUTER SOFTWARE	17,830.00			
CHERYL CLARK	CH TRAVEL	238.61			
MEDIACOM	CH TELEPHONE	20.34			
SYCAMORE MEDIA CORP	CH ADVERTISING	571.14			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ORBIS MENASHA CORP	CH FRANCHISE FEE REFUND	4,849.28			
SIMMERING-CORY IA CODIFICATION	CH PRO FEES	475.00			
SPAHN & ROSE LUMBER CO INC	CH BLDG REPAIR/MAINT	3.32			

650	CITY HALL/GENERAL BLDGS TOTAL	23,987.69			

001	GENERAL TOTAL	46,479.59			
MONTICELLO BERNDES CENTER					
PARKS					
ALL AMERICAN LAWN & LANDSCAPE	MBC GROUNDS SUPPLIES	318.90			
ALLIANT ENERGY-IES	325 DIAMOND DR ELECTRIC	23.64			
PORTER CAMPBELL	MBC REFEREE FEES	45.00			
DUBUQUE FIRE EQUIPMENT, INC.	MBC OSHA	73.00			
FAREWAY STORES #840-1	MBC CONCESSIONS	59.42			
MOLLI JENN HUNTER	JANITORIAL SERVICES	332.50			
INNOVATIVE AG SERVICES CO	MBC GROUNDS SUPPLIES	134.48			
JOHN DEERE FINANCIAL	MBC GROUNDS SUPPLIES	65.97			
JONES COUNTY RECORDER	MBC RECORDING FEES	12.00			
STEVE MONK CONSTRUCTION	MBC MOWING CONTRACT	6,497.67			
SYCAMORE MEDIA CORP	MBC ADVERTISING	165.00			
MONTICELLO SPORTS	MBC LEAGUE SUPPLIES	360.00			
LASER TECH USA, INC. DBA	MBC BUILDING SUPPLIES	84.38			
PEYTON J SCHILLING	MBC REFEREE FEES	80.00			
LAUREN SHADY	MBC DAMAGE DEPOSIT REFUND	500.00			
SPAHN & ROSE LUMBER CO INC	MBC BLDG REPAIR/MAINT	3.32			
BEN J WELTER	MBC REFEREE FEES	15.00			

430	PARKS TOTAL	8,770.28			

005	MONTICELLO BERNDES CENTER TOTAL	8,770.28			
TOURNAMENT FUND-GEN CKG					
PARKS					
CHELSEY'S DREAM FOUNDATION	MBC TOURNAMENT CONCESSIONS	1,544.90			
CARRIE CLEETON	MBC SOFTBALL TOURNAMENT REFUND	350.00			
THE CONE SHOPPE	MBC TOURNAMENT CONCESSIONS	935.00			
FAREWAY STORES #840-1	MBC TOURNAMENT CONCESSIONS	374.88			
MYERS-COX CO.	MBC TOURNAMENT CONCESSIONS	982.77			
PEPSI COLA BOTTLING CO	MBC TOURNAMENT CONCESSIONS	437.37			
TRI COUNTY PROPANE LLC	MBC TOURNAMENT CONCESSIONS	76.00			
MIKE WENNEKAMP	MBC SOFTBALL TOURNAMENT REFUND	350.00			

430	PARKS TOTAL	5,050.92			

012	TOURNAMENT FUND-GEN CKG TOTAL	5,050.92			
MONTICELLO TREES FOREVER					
PUBLIC WORKS					
ALL AMERICAN LAWN & LANDSCAPE	TREES	9,900.00			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	299 PUBLIC WORKS TOTAL	9,900.00			
	014 MONTICELLO TREES FOREVER TOTAL	9,900.00			
FIRE					
FIRE					
CNH CAPITAL	FIRE VEHICLE REPAIR/MAINT	5,178.31			
HUGHES GARAGE & AUTO SALES LLC	FIRE VEHICLE REPAIR/MAINT	1,102.08			
KARDES INC	FIRE FUEL	87.35			
MCALEER WATER CONDITIONING INC	FIRE SOFTENER SALT	35.20			
MERCY PHYSICIAN ASSOCIATES	FIRE PHYSICAL - CHAPPELL	243.00			
MONTICELLO FIRE ASSOCIATION	FIRE SERVICES	6,235.00			
TOYNE, INC.	FIRE MINOR EQUIPMENT	1,588.09			
BRAD WHITE	POOL FILL REFUND	100.03			
	150 FIRE TOTAL	14,569.06			
	015 FIRE TOTAL	14,569.06			
AMBULANCE					
AMBULANCE					
AARON'S AUTOMOTIVE LLC	AMB VEHICLE OPERATING	470.97			
AIRGAS USA, LLC	AMB MEDICAL SUPPLIES	83.10			
ALADTEC, INC.	AMB SCHEDULING SOFTWARE	2,379.43			
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES	348.33			
DUBUQUE FIRE EQUIPMENT, INC.	AMB OSHA	36.50			
JOHN DEERE FINANCIAL	AMB SANITATION SUPPLIES	39.98			
KROMMINGA MOTORS INC	AMB VEHICLE OPERATING	99.16			
LISBON-MOUNT VERNON AMBULANCE	AMB PATIENT/MUTUAL AID FEES	800.00			
LASER TECH USA, INC. DBA	AMB BUILDING SUPPLIES	75.86			
JOSHUA PRUITT	AMB MEDICAL DIRECTOR	500.00			
PUBLIC CONSULTING GROUP LLC	AMB BILLING FEES	4,731.88			
UNITY POINT HEALTH	AMB PHARMACY SUPPLIES	1,414.19			
	160 AMBULANCE TOTAL	10,979.40			
	016 AMBULANCE TOTAL	10,979.40			
LIBRARY IMPROVEMENT					
LIBRARY					
NUOVE SALES INC	LIB IMP BOOK COVERING MACHINE	1,077.87			
FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS	80.68			
	410 LIBRARY TOTAL	1,158.55			
	030 LIBRARY IMPROVEMENT TOTAL	1,158.55			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
LIBRARY					
LIBRARY					
CULLIGAN TOTAL WATER -	LIB BUILDING SUPPLIES	26.78			
E.O. JOHNSON CO INC	LIB OFFICE SUPPLIES	147.26			
MOLLI JENN HUNTER	JANITORIAL SERVICES	227.50			
MEDIACOM	LIB TELEPHONE	40.67			
WHENTOWORK, LLC	LIB PROCESSING	150.00			

410	LIBRARY TOTAL	592.21			

041	LIBRARY TOTAL	592.21			
AIRPORT					
AIRPORT					
ALLIANT ENERGY-IES	20373 HWY 38 AIRPORT ELECTRIC	33.59			
INFRASTRUCTURE TECHNOLOGY	AIRPORT SECURITY CAMERA SYSTEM	11,633.95			
M TOWN TIRE & AUTO	AIRPORT EQUIP REPAIR/MAINT	44.51			
MCALEER WATER CONDITIONING INC	AIRPORT BUILDING SUPPLIES	35.00			
JEFFREY LEE NAGEL	AIRPORT SNOW REMOVAL	720.00			

280	AIRPORT TOTAL	12,467.05			

046	AIRPORT TOTAL	12,467.05			
ROAD USE					
STREETS					
AFFORDABLE CONCRETE CONSTRUCT	RU CURB REPAIRS	400.00			
ALTEC INDUSTRIES INC	RU EQUIP REPAIR/MAINT	4,562.50			
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT	14.50			
DIAMOND VOGEL PAINT CENTER 227	RU STREET MAINTENANCE SUPPLIES	88.00			
DUBUQUE FIRE EQUIPMENT, INC.	RU OSHA	362.00			
W.W. GRAINGER, INC	RU STREET MAINTENANCE SUPPLIES	320.65			
INSURANCE ASSOCIATES, INC.	RU PROPERTY INSURANCE	1,648.00			
JOHN DEERE FINANCIAL	RU SUPPLIES	210.04			
K&S MACHINING AND METAL	RU EQUIP REPAIR/MAINT	91.76			
KROMMINGA MOTORS INC	RU MINI EXCAVATOR RENTAL	120.00			
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT	245.30			
MONTICELLO SPORTS	RU CLOTHING	75.00			
SUPERIOR WELDING SUPPLY CO	RU SUPPLIES	45.00			

210	STREETS TOTAL	8,182.75			

110	ROAD USE TOTAL	8,182.75			
EMPLOYEE BENEFITS					
POLICE DEPARTMENT					
WELLMARK BLUE CROSS BLUE SHIEL	THIRD PARTY EOB CHARGE	65.00			

110	POLICE DEPARTMENT TOTAL	65.00			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
AMBULANCE					
WELLMARK BLUE CROSS BLUE SHIEL THIRD PARTY EOB CHARGE		50.00			
	160 AMBULANCE TOTAL		50.00		
STREETS					
WELLMARK BLUE CROSS BLUE SHIEL THIRD PARTY EOB CHARGE		36.00			
	210 STREETS TOTAL		36.00		
LIBRARY					
WELLMARK BLUE CROSS BLUE SHIEL THIRD PARTY EOB CHARGE		30.00			
	410 LIBRARY TOTAL		30.00		
PARKS					
WELLMARK BLUE CROSS BLUE SHIEL THIRD PARTY EOB CHARGE		20.00			
	430 PARKS TOTAL		20.00		
CEMETERY					
WELLMARK BLUE CROSS BLUE SHIEL THIRD PARTY EOB CHARGE		6.50			
	450 CEMETERY TOTAL		6.50		
SUPER MAC FUND					
WELLMARK BLUE CROSS BLUE SHIEL THIRD PARTY EOB CHARGE		5.00			
	499 SUPER MAC FUND TOTAL		5.00		
CLERK/CITY ADMIN					
WELLMARK BLUE CROSS BLUE SHIEL THIRD PARTY EOB CHARGE		29.00			
	620 CLERK/CITY ADMIN TOTAL		29.00		
	112 EMPLOYEE BENEFITS TOTAL		241.50		
TRUST/SLAVKA GEHRET FUND					
LIBRARY					
CENTER POINT PUBLISHING	LIB GEHRET BOOKS	46.74			
MID AMERICA BOOKS	LIB GEHRET BOOKS	105.38			
	410 LIBRARY TOTAL		152.12		
	178 TRUST/SLAVKA GEHRET FUND TOTAL		152.12		
DEBT SERVICE					
DEBT SERVICE					
UMB BANK, N.A.	2019 GO DEBT FEES	420.00			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	710 DEBT SERVICE TOTAL	-----	420.00		
WATER UMB BANK, N.A.	2016 WATER GO DEBT FEES		42.50		
	810 WATER TOTAL	-----	42.50		
SEWER UMB BANK, N.A.	2016 SEWER GO DEBT FEES		10.00		
	815 SEWER TOTAL	-----	10.00		
STORM WATER FUND UMB BANK, N.A.	2016 STORMWATER GO DEBT FEES		17.50		
	865 STORM WATER FUND TOTAL	-----	17.50		
	200 DEBT SERVICE TOTAL	-----	490.00		
TIF - DEBT DEBT SERVICE UMB BANK, N.A.	2019 GO TIF FEES		360.00		
	710 DEBT SERVICE TOTAL	-----	360.00		
	225 TIF - DEBT TOTAL	-----	360.00		
TIF PROJECT CAPITAL PROJECTS SNYDER & ASSOCIATES, INC	STEPHENS SEWER EXTENSION		2,166.00		
	750 CAPITAL PROJECTS TOTAL	-----	2,166.00		
	325 TIF PROJECT TOTAL	-----	2,166.00		
CAPITAL IMPROVEMENT CAPITAL PROJECTS HDR ENGINEERING INC	AIRPORT RUNWAY MAINTENANCE		9,338.00		
	750 CAPITAL PROJECTS TOTAL	-----	9,338.00		
STORM WATER FUND SNYDER & ASSOCIATES, INC	SIXTH STREET DITCH PROJECT		337.50		
	865 STORM WATER FUND TOTAL	-----	337.50		
	332 CAPITAL IMPROVEMENT TOTAL	-----	9,675.50		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
BATY DISC GOLF COURSE PARKS					
STEVE MONK CONSTRUCTION	BATY DG MOWING	784.00			
	430 PARKS TOTAL	784.00			
	338 BATY DISC GOLF COURSE TOTAL	784.00			
WATER					
WATER					
AMY BARTELS	OVERPAYMENT REFUND - LINDLEY	69.24			
DUBUQUE FIRE EQUIPMENT, INC.	WATER OSHA	122.00			
HAWKINS WATER TREATMENT	WATER SYSTEM	684.28			
IKON INVESTMENTS	OVERPAYMENT REFUND - MONZALVO	69.00			
IOWA ONE CALL	WATER SYSTEM	37.35			
JOHN DEERE FINANCIAL	WATER CLOTHING - WILLMS	39.99			
STEVE MONK CONSTRUCTION	WATER SYSTEM	141.66			
WELLMARK BLUE CROSS BLUE SHIELD	THIRD PARTY EOB CHARGE	16.24			
BRAD WHITE	POOL FILL REFUND	38.40			
	810 WATER TOTAL	1,218.16			
	600 WATER TOTAL	1,218.16			
CUSTOMER DEPOSITS					
WATER					
CALVIN ADAMSON	WATER DEPOSIT REFUND	2.53			
CITY OF MONTICELLO	HOOVER/RABECCA	728.50			
KENNETH FISCHER	WATER DEPOSIT REFUND	128.97			
	810 WATER TOTAL	860.00			
	602 CUSTOMER DEPOSITS TOTAL	860.00			
WATER CAPITAL IMPROVEMENT					
WATER					
SNYDER & ASSOCIATES, INC	WATER TOWER PAINTING	889.35			
	810 WATER TOTAL	889.35			
	604 WATER CAPITAL IMPROVEMENT TOTAL	889.35			
SEWER					
SEWER					
JIM BENTER PETROLEUM INC	SEWER GROUNDS MAINTENANCE	386.00			
DUBUQUE FIRE EQUIPMENT, INC.	SEWER OSHA	122.00			
INNOVATIVE AG SERVICES CO		5.10			
IOWA DEPT OF NATURAL RESOURCES	SEWER LAB CERTIFICATION	400.00			
IOWA ONE CALL	SEWER SYSTEM	37.35			
JOHN DEERE FINANCIAL	SEWER VEHICLE OPERATING	34.96			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
KROMMINGA MOTORS INC	SEWER VEHICLE OPERATING	15.68			
TRI COUNTY PROPANE LLC	SEWER UTILITIES	700.00			
WELLMARK BLUE CROSS BLUE SHIEL	THIRD PARTY EOB CHARGE	26.25			
BRAD WHITE	POOL FILL REFUND	111.57			

	815 SEWER TOTAL		1,828.71		

	610 SEWER TOTAL		1,828.71		
SANITATION					
SANITATION					
REPUBLIC SERVICES	DUMPSTER COLLECTIONS	16,673.73			
WELLMARK BLUE CROSS BLUE SHIEL	THIRD PARTY EOB CHARGE	6.01			

	840 SANITATION TOTAL		16,679.74		

	670 SANITATION TOTAL		16,679.74		
STORM WATER					
STORM WATER FUND					
STEVE MONK CONSTRUCTION	STORMWATER MAINTENANCE	321.67			

	865 STORM WATER FUND TOTAL		321.67		

	740 STORM WATER TOTAL		321.67		
			=====		
	Accounts Payable Total		153,816.56		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

	FUND NAME	AMOUNT
001	GENERAL	46,479.59
005	MONTICELLO BERND'S CENTER	8,770.28
012	TOURNAMENT FUND-GEN CKG	5,050.92
014	MONTICELLO TREES FOREVER	9,900.00
015	FIRE	14,569.06
016	AMBULANCE	10,979.40
030	LIBRARY IMPROVEMENT	1,158.55
041	LIBRARY	592.21
046	AIRPORT	12,467.05
110	ROAD USE	8,182.75
112	EMPLOYEE BENEFITS	241.50
178	TRUST/SLAVKA GEHRET FUND	152.12
200	DEBT SERVICE	490.00
225	TIF - DEBT	360.00
325	TIF PROJECT	2,166.00
332	CAPITAL IMPROVEMENT	9,675.50
338	BATY DISC GOLF COURSE	784.00
600	WATER	1,218.16
602	CUSTOMER DEPOSITS	860.00
604	WATER CAPITAL IMPROVEMENT	889.35
610	SEWER	1,828.71
670	SANITATION	16,679.74
740	STORM WATER	321.67

	TOTAL FUNDS	153,816.56

City Council Meeting Prep. Date: 06/11/2025 Preparer: Russell Farnum		Agenda Item: # 1-3 Agenda Date: 06/16/2025
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Communication Page

<u>Agenda Items Description:</u> Roger Stephen Development Agreement

<u>Type of Action Requested:</u> Public Hearing and Resolution			
<u>Attachments & Enclosures:</u> Resolution Development Agreement	<table border="1"> <tr> <td> <u>Fiscal Impact:</u> Budget Line Item: Budget Summary: Expenditure: Revenue: </td> <td> </td> </tr> </table>	<u>Fiscal Impact:</u> Budget Line Item: Budget Summary: Expenditure: Revenue:	
<u>Fiscal Impact:</u> Budget Line Item: Budget Summary: Expenditure: Revenue:	 		

Summary: The attached is a draft Development Agreement with Roger Stephen pertaining to the extension of the sanitary sewer line to service the Brad Stephen Addition as well as land west of South Main Street.

The Agreement provides for the City to fund the sewer extension. The Development Agreement is modeled after the Northridge Estates agreement, providing for the City funding as a reimbursement following inspection of the completion of the infrastructure and no more often than every 30 days. In addition, it provides the obligations of Stephen and other provisions.

Background: Tyler Freye approached the Council in mid-2023 with a request to consider extending sewer through the Stephen property as they were interested in building a veterinary clinic on property owned by Roger Stephen. Early concepts were to bring a shallow sewer up from the trunk line at Kitty Creek to service the vet clinic property, at an early “spitball” estimate of \$300,000.

Stephen had other parties interested in additional frontage parcels and was interested in hooking up the campgrounds and serving a larger area with that sewer. As the concept plan and early engineering were completed, it became clear the City could easily serve a larger area beyond just the Stephen property, for some additional depth and a bit of forethought on the design.

The result was a deeper but more rational design that will serve the development of a majority of Stephen’s 104-acre property plus 154 acres west of Main Street. In the short term, this sewer will be able to directly serve:

- Family Vet Clinic;
- Tri-County Propane;
- Culligan and Goodyear;
- Oak Street Logistics;

- And the Campgrounds; plus
- 3 future multiple-family or condo lots;
- 3 future commercial lots on Main Street plus
- 36 future single-family lots, and
- 3-4 commercial lots on the west side of Main Street.

Longer term, this trunk line has the potential to serve 48 to 51 more single family home lots on the Stephen property, plus 5 more commercial lots and 5 more multi-family/condo lots on the Stephen property. In addition, potentially 250 homes on the land west of Main Street, plus the existing homes, churches and office buildings on E16 between Military Road and Main Street.

***Please note that this does not mean all of these users are hooking up right away, but the sewer will be available to these users if their septic fails, they expand their use, etc.*

The engineer's estimate for this revised sewer layout, which is deeper and includes service stubs to each planned lot, was \$ 1,017,145. The plans were distributed to ten local contractors and only one bid was received from Pirc-Tobin, in the amount of \$ 1,316,569.50. The City engineers, Stephen's engineer, and the contractor are examining ways to save costs on this project.

The construction cost would be \$1,316,569.50, unless some reductions in the price can be had, but this is not the total cost of the project. A 10% contingency plus 15% for the developer's inspection fees and a similar amount for City Engineer inspections should be planned, plus the City already paid for a portion of the engineering. There are additional bond issuance and finance costs on top of this, that are outlined below.

Several options or ideas have been considered to reduce the cost of this project. The simplest way is to not cross Main Street, which would save about \$200,000. That would require the road crossing to be installed at some point in the future, which would add that much more cost to extending the sewer on the west side of Main Street.

The sewer could be built shallower, which would limit the area it serves west of Main Street. As designed, the sewer can cross the creek west of Main Street with at least 2 feet of cover. Shallowing up the sewer would either limit the area served west of Main Street, or require a different route to service that area, or require use of a lift station to service that area.

The City would not want to build or take over a lift station. The rough cost to build one today is \$350,000 (compared to \$200,000 to stub gravity sewer across the road), and lift stations require constant operating costs (power), constant maintenance of the wet well and controls, and the pumps need to be rebuilt every 10 years. And if the power goes out or a pump fails, the lift station doesn't work.

Bringing the sewer north along Main Street from the IAS/Welter Subdivision area was also considered. This is a 3,600-foot sewer extension (compared to 1,800 feet going through Stephen property) is double the distance, and the sewer is too shallow to provide gravity service west of the creek.

Lastly either option of building a shallower sewer or alternate route would require re-engineering and re-permitting the project, and re-bidding once plans are complete. This would cause substantial delays to the implementation of the project, which has already been through 2 years of planning and design.

The project is proposed to be paid for through the issuance of a General Obligation bond. This offers the most flexibility on revenues and funding sources to repay the bond. Dorsey is working on creating an Urban Renewal Area, which will allow use of TIF funding to capture new growth in this subdivision and the surrounding land, and use that growth to pay the bond. In addition, a proposal to create a "Sewer Connection District" may be recommended, which increases the fee for each sewer connection to this trunk main, which in turn creates revenue to pay back the bond.

The City will be fronting the cost of this sewer extension. But, by using a combination of TIF funds and the sanitary connection fees will help assure that the funds will be repaid by the growth and development within the area served and benefitted by this sewer, rather than spread over the tax payers in the whole community.

The bond principal for this portion of the bond issue would be a bit under \$2 Million including the engineering and inspection costs plus contingency. At this time the bond amount includes the Fire Department equipment which will make it total (with fees and costs) around \$2.5 million. These numbers are being finalized and may vary somewhat over the next month or so until we do the formal bond offering. The anticipated bond schedule is attached, which begins at this Council meeting.

Subsequent actions to commence the sale of the bond and begin construction are contingent upon Council approval of this Development Agreement.

Recommendation: Approval of the Development Agreement is recommended.

Council may wish to hold the public hearing, but move the action on this Development Agreement (Agenda Item #2) to after the Discussion on this item (Agenda Item #3).

Preparer Info: Doug Herman, Monticello City Attorney, 200 E. 1st St., Monticello, IA 52310 Ph: 319.465.6435

Property Development Agreement

City of Monticello, Iowa and Roger Stephen

Stephen Addition Trunk Sewer Project – City of Monticello

Approved by City Council

_____ 2025

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) by and between the City of Monticello, Iowa, hereinafter referred to as the “City” and Roger Stephen, hereinafter referred to as “Owner” is hereby made and entered this ___th day of _____, 2025.

WHEREAS, the City and Owner have determined it appropriate for them to partner in regard to the costs associated with the installation of sanitary sewer infrastructure and other common infrastructure elements on certain lands described herein (“Property”) owned by Roger Stephen, to serve the Property as well as existing and future developments to the north, south, and west of the Property, and

WHEREAS, the City’s desire and agreement to partner with Owner is tied to City’s desire to see more opportunities for commercial sites along South Main Street, serving existing businesses with sewer, provide infrastructure to service new housing areas which are necessary and desirable to provide a variety of housing to eliminate current housing shortages, and support economic prosperity and the growth of the City’s tax base, and

WHEREAS, Chapters 15A, 384 and 403 of the Iowa Code authorize cities to provide infrastructure improvements for economic development and offer grants, loans or other financial incentives in furtherance of the objectives of urban renewal and economic development and to appropriate such funds and make such expenditures as may be necessary to realize those purposes, and to levy taxes and assessments for those purposes; and

WHEREAS, the City Council has determined that this Agreement is in the best interests of the City and its residents and that the performance by the City of its obligations hereunder is a worthy public undertaking; and,

NOW THEREFORE, the City and Owner in consideration of the terms, covenants, and conditions herein set forth, enter into the following Agreement:

1. OBLIGATIONS OF OWNER Owner shall perform the following activities in conjunction with Property.

- A. Easements: Owner will grant such temporary or permanent easements for all infrastructure improvements within the Property necessary to construct the sanitary sewer infrastructure, and after construction and acceptance by the City, Owner shall unconditionally give, grant, convey and dedicate those improvements to the City free and clear of all liens and encumbrances, as a public sewer with no conditions or restrictions upon use or access.
- B. Owner shall be responsible for the arrangement and contracting associated with all engineering costs and expenses related to the preparation of plans and specifications and

bid related documents including documents associated with the awarding the contract, but not including construction supervision and/or management on the project. These costs will all be considered as part of the “Infrastructure Improvement Costs” as defined subsequently herein.

- D. Tax Exempt Entities: Owner agrees not to sell, grant, donate, or turn over control of any property to a tax-exempt entity, without the prior consent of the City during the term of this Agreement.
- E. Indemnification: Owner agrees to indemnify and hold the City safe and harmless from all liability, loss or expense, including reasonable attorney fees that the City may be exposed to as a result of the claims, demands, costs, or judgments arising in connection with the activities contemplated under this Agreement. Owner also agrees to indemnify City for any reasonable attorney fees or expenses incurred in connection with defending itself from any such claim, or in enforcing the terms and conditions of this Agreement.
- F. Owner acknowledges that the City may finance this project in a number of ways, which may or may not include Urban Renewal and/or Tax Increment Financing, Urban Revitalization programs, CDBG or State grants or funding, and/or a Sewer Connection District. Owner agrees not to object, or oppose, any such reasonable efforts by the City to finance said project. City recognizes, regardless of funding source, that the Owner is entitled to a certain number of connections at no charge, pursuant to a prior easement agreement.

2. OBLIGATIONS OF CITY

The City agrees to reimburse the Owner, for construction of a regional sanitary sewer improvement, from Kitty Creek extending westerly to South Main Street, an amount not to exceed \$_____, said “Infrastructure Improvement Costs” to include and be specifically limited to:

Costs associated with construction of the City-related sanitary sewer and related infrastructure necessary to service the Property and bring sewer westerly to South Main Street, said costs to all be included within the bid specifications and the contract documents signed by the Owner and the successful contractor. Generally speaking, same to include sanitary sewer improvement installation, related backfill, street reconstruction, and/or repair and reconstruction of areas disturbed by the improvements. Construction costs do not include the costs associated with sidewalk installation at any point within the Property, landscaping or green space improvements within the Property. Also excluded will be any costs associated with electric, gas, cable, phone, or other non-City utility improvements.

Said infrastructure is shown on construction plans prepared by MMS Consultants, originally prepared on November 1, 2024, and updated February 4, 2025 and February 26, 2025.

City to reimburse developer for the aforementioned public improvement as follows:

- 1). **Monthly Payments:** Owner shall submit, subject to the approval of the City Engineer, a report of work completed with a request for a progress payment for the construction of the public improvements; not more than once every 30 days. The City Engineer shall confirm the amounts, quantities, and quality of the work completed for payout. The City shall then pay the Developer seventy percent (70%) of the public improvements completed, as verified by the City Engineer.
 - 2). **Retainage:** The remaining balance owed on the public improvements, between the total of monthly payments and the full amount of the grant, shall be paid by the City to the Developer upon completion of the public improvements, and acceptance by the City.
- B. Acceptance of Property improvements shall be determined solely by the City Council. The Council may not require changes in the accepted plans and specifications for the improvements as a condition to its acceptance of the improvements, except for those changes required to address field conditions or other unanticipated issues.
- C. City agrees that it will bear the costs of regular and typical inspections of the construction by the City Engineer or designee. Said costs shall be borne by the City and are not part of the Infrastructure Improvement Costs, but may be included as part of the bonding anticipated for participation in this project. In no case shall the cost of City inspections be used to reduce the amount owed the Owner.
- D. It is anticipated that the City will issue bonds or notes (the “Bonds”) to pay a share of the costs of the grant to the Owner. The City is responsible to pay the City’s costs to secure the bonds or notes. The parties hereby acknowledge that the City may use future incremental property tax revenues, as provided for in Section 403.19 of the Code of Iowa, to be derived from the Property to pay principal of and interest on the bonds or notes, and the parties hereby collectively agree to use their best efforts to maximize the amount of such incremental property tax revenues as may from time to time become available with respect to the Property.

3. ADDITIONAL PROVISIONS

- (A) Third Parties and Owner’s successors shall have no recourse against the City under this Agreement.
- (B) Any additional financial assistance provided by the City to Owner, other than provided in this Agreement, shall require additional action of the City Council and shall require the City and Owner to enter into a negotiated agreement wholly separate from this Agreement. There is no guarantee or assurance of additional City financial assistance.
- (C) Breach of the terms of this Agreement by Owner shall be grounds for termination of this Agreement, denial of building permits, occupancy permits or other permits, or any other legal or equitable remedies available to the City. Notwithstanding any other language to the contrary, in the event of breach of this Agreement by Owner, City shall give notice of such breach to Owner.

Owner shall have 60 days from receipt of such notice to cure the breach before the City may terminate this Agreement.

(D) If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, then that shall not affect the validity of the remaining portions of this Agreement.

(E) The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not operate as a waiver or a release.

(F) Owner's obligations under this Agreement shall continue in full force and effect unless Owner is released in writing by the City even if Owner sells a portion or all of the Property. All subsequent purchasers of property within the Property shall be bound by the terms of this Agreement.

(G) No member of the City Council or other official of the City shall participate in any decision relating to the Agreement which affects his or her personal interests or the interests of Owner or the interests of any entity in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by Owner or its successors of any obligations under the terms of this Agreement.

(H) Except as otherwise expressly provided for in this Agreement, notices, demands or other communications under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to:

In the case of Owner, to:

with a copy to:

Roger Stephen

In the case of the City, to:

with a copy to:

City Administrator
City of Monticello
200 E. 1st Street
Monticello, IA 52310

City Clerk
City of Monticello
200 E. 1st Street
Monticello, IA 52310

(I) This Agreement will be governed and construed in accordance with the laws of the State of Iowa.

(J) This Agreement shall govern the dealings between the City and the Owner with respect to the Property.

(K) This Agreement and all promises and covenants herein expressed shall be deemed a covenant running with the land and shall be binding on Owner and its successors and assigns in interest.

(L) Notwithstanding any language above to the contrary, the prevailing party in any litigation arising out of or related to this Agreement shall be entitled to reimbursement for its reasonable attorney fees and court costs.

IN WITNESS WHEREOF, The City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereto duly affixed, and Owner has caused this Agreement to be duly executed in its name and on its behalf, on the date first above written.

For the CITY OF MONTICELLO, IOWA

By _____
Wayne Peach, Mayor

ATTEST:

By: _____
Sally Hinrichsen, City Clerk

STATE OF IOWA)
) §
COUNTY OF JONES)

On this ____ day of _____, 2025, before me, a Notary Public in and for said County, personally appeared Wayne Peach and Sally Hinrichsen, personally known to me, who being duly sworn, d confirm that respectively, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Jones County, Iowa

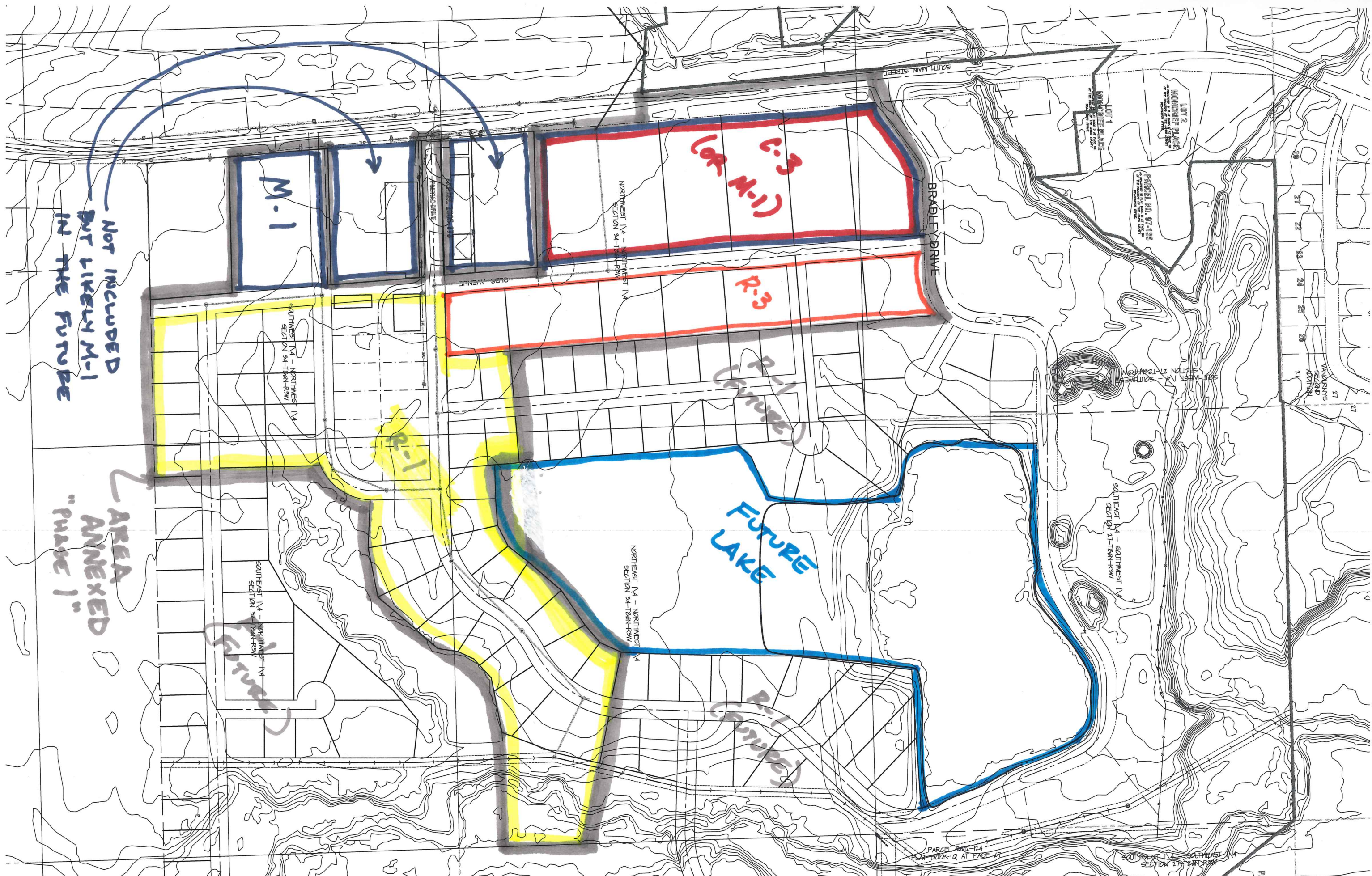
For OWNER:

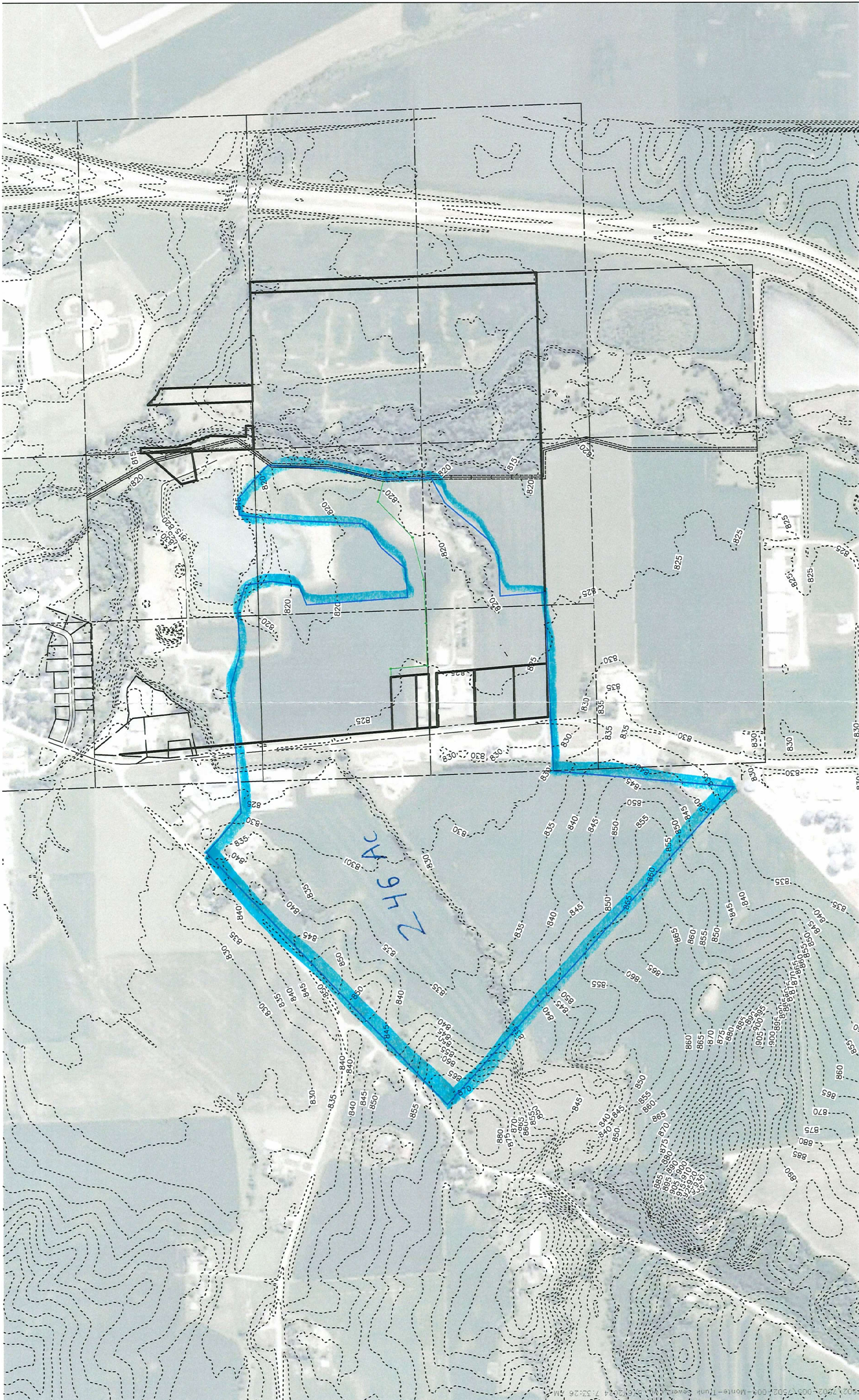
By: _____
Roger Stephen

STATE OF IOWA)
) §
COUNTY OF JONES)

This instrument was acknowledged before me on the ____ day of _____, 2025, by
Roger Stephen.

Notary Public in and for Jones County, Iowa





246 AC

Monticello Trunk Sewer				5/1/2025		Engineer's Estimate		Pirc-Tobin	
Bid Tabulation								Alburnet, Iowa	
Item No.	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price		
2010-B	Strip, stockpile, and respread topsoil	5,867	CY	\$ 5.00	\$ 29,335.00	\$ 6.00	\$ 35,202.00		
3010-C	Trench stabilizing material	530	Ton	\$ 30.00	\$ 15,900.00	\$ 32.50	\$ 17,225.00		
3010-999-A	Dewatering	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 375,000.00	\$ 375,000.00		
4010-A-1	Sanitary sewer, trenched, 10", backfill with 90% compaction	423	LF	\$ 65.00	\$ 27,495.00	\$ 110.00	\$ 46,530.00		
4010-A-1	Sanitary sewer, trenched, 15", backfill with 90% compaction	183	LF	\$ 75.00	\$ 13,725.00	\$ 140.00	\$ 25,620.00		
4010-A-1	Sanitary sewer, trenched, 8", backfill with 95-98% compaction	1,186	LF	\$ 80.00	\$ 94,880.00	\$ 95.00	\$ 112,670.00		
4010-A-1	Sanitary sewer, trenched, 10", backfill with 95-98% compaction	45	LF	\$ 85.00	\$ 3,825.00	\$ 110.00	\$ 4,950.00		
4010-A-1	Sanitary sewer, trenched, 12", backfill with 95-98% compaction	968	LF	\$ 90.00	\$ 87,120.00	\$ 110.00	\$ 106,480.00		
4010-A-1	Sanitary sewer, trenched, 15", backfill with 95-98% compaction	1,117	LF	\$ 95.00	\$ 106,115.00	\$ 142.50	\$ 159,172.50		
4010-A-1	Sanitary sewer, trenched PVC DR-18, 8", backfill with 95-98% compaction	183	LF	\$ 85.00	\$ 15,555.00	\$ 125.00	\$ 22,875.00		
4010-A-2	Sanitary sewer with casing pipe, trenchless, 10"	94	LF	\$ 400.00	\$ 37,600.00	\$ 850.00	\$ 79,900.00		
4010-E	Sanitary sewer service stub, 4-inch, PVC SDR-23.5	1,646	LF	\$ 55.00	\$ 90,530.00	\$ 60.00	\$ 98,760.00		
4010-E	Sanitary sewer service stub, 6-inch, PVC SDR-23.5	300	LF	\$ 65.00	\$ 19,500.00	\$ 70.00	\$ 21,000.00		
4060-999-A	Testing and televised inspection of sanitary sewers	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00		
5010-999-A	Remove and replace 2 inch water service and electric service	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00		
6010-A	Manhole, Sanitary Sewer SW-301, 48"dia.	17	EA	\$ 8,350.00	\$ 141,950.00	\$ 8,000.00	\$ 136,000.00		
6010-C-1	Internal drop connection, 8-inch	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00		
6010-G-1	Core drill and connect to existing manhole	1	EA	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00		
7040-H	Remove and replace gravel drive	105	Ton	\$ 30.00	\$ 3,150.00	\$ 23.50	\$ 2,467.50		
9010-A	SUDAS Type 2 Stablization Seeding	2.4	ACRE	\$ 800.00	\$ 1,920.00	\$ 1,400.00	\$ 3,360.00		
9010-A	SUDAS Type 5 Stablization Seeding	11.5	ACRE	\$ 500.00	\$ 5,750.00	\$ 1,000.00	\$ 11,500.00		
9040-A-2	SWPPP Management	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00		
9040-N-1	Silt fence, installation, maintenance, and removal	2,050	LF	\$ 2.50	\$ 5,125.00	\$ 1.75	\$ 3,587.50		
9040-999-A	Maintain and restore existing granular entrance drive	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00		
11,030-B	Solid waste dumpster and collection	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00		
11,030-999-A	Furnish and maintenance of portable restroom for duration of construction	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 750.00	\$ 750.00		
11,050-A	Concrete Washout	1	LS	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00		
0000-999-A	Install, maintain and remove temporary rock parking and storage area	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00		
3010-999-A	Trench backfill compacted to 95% standard proctor using 3/8" minus limestone	2592	CY	\$ 60.00	\$ 155,520.00	\$ 10.00	\$ 25,920.00		

Total \$ 1,017,495.00 \$ 1,316,569.50



801 Grand Avenue
Suite 3300
Des Moines, IA 50309

515-727-5724
515-243-6994 fax
www.pfm.com

SCHEDULE OF EVENTS
CITY OF MONTICELLO, IOWA
\$2,170,000 General Obligation Corporate Purpose Bonds, Series 2025

May-25							Jun-25							Jul-25							Aug-25							Sep-25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5						1	2		1	2	3	4	5	6
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
25	26	27	28	29	30	31	29	30						27	28	29	30	31			24	25	26	27	28	29	30	28	29	30				
																					31													

<i>Date</i>	<i>Task</i>	<i>Description</i>	<i>Responsible Party</i>
May	Structure Bonds	<ul style="list-style-type: none"> Develop Debt Amortization Schedules Prepare Sale Details 	C, FA
June	Prepare POS and Credit Presentation	<ul style="list-style-type: none"> Prepare Preliminary Official Statement (POS) Prepare Moody's Credit Presentation 	C, FA
June 16	Council Meeting	<ul style="list-style-type: none"> Set Public Hearing <ul style="list-style-type: none"> \$2,500,000 G.O. UR ECP 	C, BC
June 16	POS Review	<ul style="list-style-type: none"> PFM to begin POS review 	FA
June 17	Publication	<ul style="list-style-type: none"> Publish Notice of Public Hearing 	C
June 23	POS Preparation	<ul style="list-style-type: none"> PFM sends POS to the City and Bond Counsel for review 	FA
July 7	Council Meeting	<ul style="list-style-type: none"> Hold Public Hearings <ul style="list-style-type: none"> \$2,500,000 G.O. UR ECP 	C, BC
Week of July 7	Credit Discussion	<ul style="list-style-type: none"> Conference Call for Moody's Credit Presentation 	C, FA, RA
July 14	POS Distribution	<ul style="list-style-type: none"> PFM sends POS for inclusion in the City Council agenda packets for the July 21st meeting 	FA
July 21	Council Meeting	<ul style="list-style-type: none"> Approve Preliminary Official Statement 	C, BC
August 4	10:00 am - Bond Sale 6:00 pm - Council Meeting	<ul style="list-style-type: none"> Receive Bids; Presentation of Bids Received and Award 	C, FA, BC
August 18	Council Meeting	<ul style="list-style-type: none"> Authorize Issuance Proceedings 	C, FA, BC
September 2	Closing	<ul style="list-style-type: none"> Purchasers Delivers Bond Proceeds 	C, BC, FA

Financing Team Members:

C = City of Monticello, Iowa
BC = Dorsey & Whitney (bond counsel)
FA = PFM Financial Advisors LLC (financial advisor)
PA = Registrar & Paying Agent (City Clerk)

RESOLUTION NO. 2025-____

**Approving Development Agreement between City of Monticello
and Roger Stephen Related to the Development of Brad Stephen Addition
and the Extension of Sanitary Sewer and other public infrastructure**

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with Roger Stephen (the “Owner”) with respect to the construction of a sanitary sewer and other public improvements to service the development of a portion of the tract of land located on the east side of South Main Street, in the City of Monticello, County of Jones, State of Iowa, and

WHEREAS, the Development Agreement would provide financial incentives to the Developer in the form of payments for a portion of the public infrastructure necessary to construct the subdivision, and

WHEREAS, the City Council has previously scheduled and held a public hearing on the proposed Development Agreement, on June 16, 2025, at 6:00 p.m.

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Monticello, Iowa, on this 16th day of June, 2025, by the approval of this Resolution, does hereby approve the proposed Development Agreement and incentives offered therein.

IN TESTIMONY WHEREOF, I have hereunto
subscribed my name and caused the Great Seal of the City
of Monticello, Iowa to be affixed hereto. Done this 16th
day of June, 2025.

Wayne Peach, Mayor

Attest: _____
Sally Hinrichsen, City Clerk/Treasurer

MINUTES TO SET DATE FOR HEARING
ON PROPOSAL TO ENTER INTO A
LOAN AGREEMENT

435926-42

Monticello, Iowa

June 16, 2025

The City Council of the City of Monticello, Iowa, met on June 16, 2025, at _____ o'clock
____.m., at the _____, in the City. The
Mayor presided and the roll was called showing the following members of the City Council present
and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter
next set out and moved its adoption, seconded by Council Member
_____; and after due consideration thereof by the City Council, the
Mayor put the question upon the adoption of the said resolution 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.

• • • • •

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

Mayor

Attest:

City Clerk

RESOLUTION NO. 2023-12

Resolution setting the date for a public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$2,500,000

WHEREAS, the City of Monticello (the “City”), in Jones County, State of Iowa, proposes 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) equipping the municipal fire department; and (b) undertaking improvements to the municipal sanitary sewer system (the “Projects”), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

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

Section 1. The City Council shall meet on July 7, 2025, at the _____, Monticello, Iowa, at _____ o'clock _____.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper with a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$2,500,000

(GENERAL OBLIGATION)

The City Council of the City of Monticello, Iowa, will meet on July 7, 2025, at the _____, Monticello, Iowa, at _____ o'clock ____m., for the purpose of instituting proceedings and taking action to enter into a Loan Agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$2,500,000 for the purpose of paying the cost, to that extent, of (a) equipping the municipal fire department; and (b) undertaking improvements to the municipal sanitary sewer system.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$____, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Monticello, Iowa.

Sally Hinrichsen
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$2,500,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved June 16, 2025.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
JONES COUNTY
CITY OF MONTICELLO

SS:

I, the undersigned, City Clerk of the City of Monticello, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for additional action on the City's proposal to enter into a certain loan agreement, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

ORGANIZATION CERTIFICATE

STATE OF IOWA
JONES COUNTY
CITY OF MONTICELLO

SS:

I, the undersigned City Clerk, do hereby certify that the City of Monticello is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

Wayne Peach_____, Mayor

Russell Farnum_____, City Administrator

Sally Hinrichsen_____, City Clerk

Scott Brighton_____, Council Member/Mayor Pro Tem

Josh Brenneman_____, Council Member

Jake Ellwood_____, Council Member

Dave Goedken_____, Council Member

Candy Langerman_____, Council Member

Mary Phelan_____, Council Member

WITNESS MY HAND this _____ day of _____, 2025.

Sally Hinrichsen, City Clerk

PUBLICATION CERTIFICATE

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

STATE OF IOWA
JONES COUNTY
CITY OF MONTICELLO

SS:

I, the undersigned, City Clerk of the City of Monticello, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into a certain loan agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

(Attach here the publisher's original affidavit with the clipping of the notice, as published.)

City Council Meeting
Prep. Date: 06/11/2025
Preparer: Russell Farnum



Agenda Item: # 5
Agenda Date: 06/16/2025

Communication Page

Agenda Items Description: Approving Change Order #4 in the increased amount of \$23,025.82 as submitted by Bill Bruce Builders related to the Monticello Wastewater Treatment Plant Improvements

Type of Action Requested: Resolution

Attachments & Enclosures:
Resolution

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Summary: The attached is a change order in the total amount of \$23,025.82. The change includes an addition to the construction of the biosolids building in the amount of \$9,806.03, and additional charges for unsuitable fill in the amount of \$13,219.79.

The first part of this change order extends a reinforced concrete barrier along the entire length of the wall between the biosolids building and the sludge drying/handling portion. The change will provide protection of the pre-cast wall sections of the biosolids building from heavy vehicle operations that are necessary for moving and removing sludge from the sludge drying area.

The protection wall was only planned for the portion that is located under the sludge conveyor, as any damage to that portion of the building could cause catastrophic damage to the conveyor and/or the extremely expensive sludge press. However, the other half of the building also contains expensive controls, switchgear and electrical and electronic components which also should have protection- as well as the building itself.

The second portion is for the over excavation and removal of debris including large chunks of concrete and other fill that were encountered in excavating for the water main and conduit trenches near the downhill portion of the driveway into the plant.

Recommendation: Approval is recommended.

City of Monticello, Iowa

RESOLUTION

Approving Change Order #4 in the increased amount of \$23,025.82
as submitted by Bill Bruce Builders related to the Monticello
Wastewater Treatment Plant Improvements

WHEREAS, Bill Bruce Builders is contracted with the City to complete the Monticello Wastewater Treatment Plant Improvements, and

WHEREAS, Bill Bruce Builders has submitted Change Order #4 tied to:

1. Extending the stub wall along the back of the biosolids equipment building to further protect the precast building, and
2. Replacing unsuitable soils encountered during installation of water and sewer mains within the treatment plant site.

WHEREAS, The City Engineer has reviewed the proposed Change Order #4 in the increased amount of \$23,025.82 and recommends that it be approved by the City Council.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve modified Change Order #4 submitted by Bill Bruce Builders related to the Monticello Wastewater Treatment Plant Improvements in the increased amount of \$23,025.82.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 16th day of June, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

CHANGE ORDER NO.: 4

Owner: City of Monticello

Engineer: Snyder & Associates

Contractor: Bill Bruce Builders

Project: Wastewater Treatment Plant
Improvements

Contract Name: Wastewater Treatment
Plant Improvements

Date Issued: 6/11/2025

Owner's Project No.:

Engineer's Project No.:
120.1109

Contractor's Project No.:

Effective Date of Change Order:


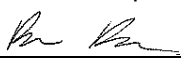
The Contract is modified as follows upon execution of this Change Order:

Description:

This change order is for work associated with extending the stub wall along the back of the biosolids equipment building to further protect the precast building and with replacing unsuitable soils encountered during installation of water and sewer mains within the treatment plant site. This was requested by the Public Works after seeing the first half of the wall be formed up. This information was provided to the contractor via ITC #13. The cost for the added wall is equal to the costs provided in change order #2 (Bill Bruce Builders Change Request #11). Cost increase of \$9,806.03. The unsuitable soils were encounter during the installation of water main and sewer main around the site. This included digging up broken up concrete chunks, miscellaneous piping, electrical equipment, electrical wire and other debris that had be previously buried. Cost increase of \$13,219.79.

Attachments: **Bill Bruce Builders change requests 18 & 19**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 23,448,000.00	Original Contract Times: Substantial Completion: September 26, 2026 Ready for final payment: November 25, 2026
Increase from previously approved Change Orders No. 1 to No. 3 \$ 967,965.25	Increase from previously approved Change Orders No.1 to No. 3: Substantial Completion: December 23, 2026 Ready for final payment: January 27, 2027
Contract Price prior to this Change Order: \$ 24,415,965.25	Contract Times prior to this Change Order: Substantial Completion: December 23, 2026 Ready for final payment: January 27, 2027
Increase due to this Change Order: \$ 23,025.82	Increase this Change Order: Substantial Completion: January 8, 2027 Ready for final payment: February 12, 2027
Contract Price incorporating this Change Order: \$ 24,438,991.07	Contract Times with all approved Change Orders: Substantial Completion: January 8, 2027 Ready for final payment: February 12, 2027

Recommended by Engineer		Accepted by Contractor	
By:			
Title:	Civil Engineer		President
Date:	6/11/2025		6/11/25
	Authorized by Owner		Approved by Funding Agency
By:			
Title:			
Date:			



Bill Bruce Builders
900 E Franklin Street
Eldridge, IA 52748

Change Request

Date: 5/21/2025

Project: Monticello Wastewater Treatment Plant Improvements

Change Order #: 18

RFI #

Date Submitted 5/21/2025

Due Date 5/28/2025

This Change Order Increases the amount of days to complete the job by 2 calendar days.

Description:

Per ITC #13, Bruce Builders and subcontractors propose to build one sided concrete wall roughly 26LF long.

Subcontractor Cost:

KE Flatwork	\$ 9,100.00
Total Subcontractor Cost:	\$ 9,100.00
Subcontractor Mark-up	\$ 455.00

Special Consultants/Other Expenses

Total Special Consultants/Other Expenses	\$ -

Contractor Cost:

Project Manager - 1.0 MH - Time for Coordination	\$ 84.00
Total Contractor Cost:	\$ 84.00
Contractor Mark-up	\$ 12.60
Subtotal Amount	\$ 9,651.60
P&P Bond	\$ 72.39
GL Insurance	\$ 57.91
Builder's Risk Insurance	\$ 24.13
Grand Total	\$ 9,806.03

Approved By

Engineer:

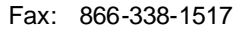
Owner:

Name:

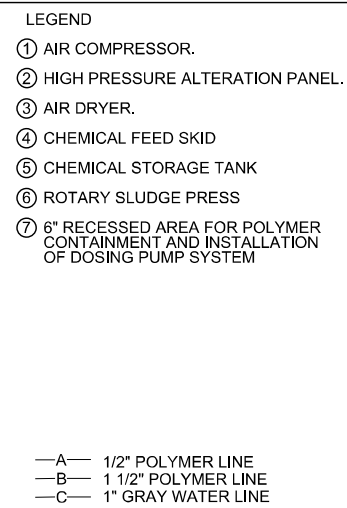
Name:

Date:

Date:



TOTAL	\$ 9,100.00
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SNYDER
& ASSOCIATES

Project No:	1201109
Sheet	PR5.01



Bill Bruce Builders
900 E Franklin Street
Eldridge, IA 52748

Change Request

Date: 5/29/2025

Project: Monticello Wastewater Treatment Plant Improvements

Change Order #: 19

RFI #

Date Submitted 5/29/2025

Due Date 6/6/2025

This Change Order Increases the amount of days to complete the job by 5 calendar days.

Description:

Due to unsuitable soil conditions, Bruce Builders and subcontractors were required to export unsuitable soils and bring in acceptable fill. This was to be done time and materials as amount was unknown.

Subcontractor Cost:

Central Excavating	\$ 12,300.00
Total Subcontractor Cost:	\$ 12,300.00
Subcontractor Mark-up	\$ 615.00

Special Consultants/Other Expenses

Total Special Consultants/Other Expenses	\$ -

Contractor Cost:

Project Manager - 1.0 MH - Time for Coordination		\$ 84.00
	Total Contractor Cost:	\$ 84.00
Contractor Mark-up		\$ 12.60
	Subtotal Amount	\$ 13,011.60
	P&P Bond	\$ 97.59
	GL Insurance	\$ 78.07
	Builder's Risk Insurance	\$ 32.53
	Grand Total	\$ 13,219.79

Approved By

Engineer:

Owner:

Name:

Name:

Date:

Date:

CENTRAL EXCAVATING INC.

Bettendorf, Iowa

1805 State Street
Bettendorf, IA 52722

Request for Change Order

Quoted to: Bill Bruce Builders
900 E Franklin St.
Eldridge, IA 52748

Regarding Job: Monticello WWTP

Monticello, IA 52310

Request Date:	5/22/2025	Comments
Customer Job No.:	20231024	Unsuitable Soil

Description	Qty	U/M	Unit Price	Amount
4/24/25 - Rock	14.00	EA	400.00	5,600.00
4/28/25 - Screenings	3.00	EA	300.00	900.00
4/28/25 - Rock	2.00	EA	400.00	800.00
4/30/25 - Screenings	8.00	EA	300.00	2,400.00
5/2/25 - Screenings	2.00	EA	300.00	600.00
5/6/25 - Screenings	4.00	EA	300.00	1,200.00
5/6/25 - Rock	2.00	EA	400.00	800.00

Current Change Order \$ 12,300.00

Authorized by: _____
Bill Bruce Builders

Date: _____

Representative: _____
Central Excavating Inc

Date: _____

1308

T&M Work Order

Job: Monticello WWTP
Location: _____


Date: April - 24 - 2025
Foreman: Jake

Description of Work Performed: Hauled in 1" Down For unsuitable Soil

Labor			Equipment	
Name	Hours	Trade	Equipment Type/Number	Hours

Materials			Trucks	
Type	# Loads	From	Truck Number/Driver	Hours
1" Down	14	BCS	Gus with Behrends	

Notes: Gus Hauled in 224.⁰⁰/_{Tons} OF 1" Down Road Rock


Foreman Signature

Paul M. Gudgman / Bruce Builder
Receiving Party Signature

Billed (Central Excavating Office Use)

Central Excavating
PO BOX 1738
Bettendorf, IA 52722

1310

T&M Work Order

Job: Monticello WWTP
Location: _____

Date: April-28-2025
Foreman: Jake

Description of Work Performed:

Hauled in lime fill & 1" Down Road Rock for
unsuitable soil

Labor			Equipment	
Name	Hours	Trade	Equipment Type/Number	Hours

Materials			Trucks	
Type	# Loads	From	Truck Number/Driver	Hours
lime fill	3	BCS	Gas with Behrends	
1" Down RR	2	BCS		

Notes:

lime fill = $49 \frac{74}{\text{tons}}$

1" Down Road Rock = $34 \frac{32}{\text{tons}}$

Foreman Signature _____

Paul M. Krogman / Bruce Builders
Receiving Party Signature

Billed (Central Excavating Office Use) _____

1311

T&M Work Order

Job: Monticello WWTP
Location: _____

Date: 4-30-25
Foreman: Jake

Description of Work Performed:

Hauled in lime & 1" Down

Labor			Equipment	
Name	Hours	Trade	Equipment Type/Number	Hours

Materials			Trucks	
Type	# Loads	From	Truck Number/Driver	Hours
<u>lime Fill</u>	<u>8</u>	<u>BCS</u>	<u>G^{as} Behrends Stone</u>	

Notes:

lime = 131.78
Tons

Hauled in for unsuitable spoils
To Backfill.

1" Down 34.59
Tons

Foreman Signature

Paul Krogman / Bruce Builder

Receiving Party Signature

Billed (Central Excavating Office Use)

Central Excavating
PO BOX 1738
Bettendorf, IA 52722

1312

T&M Work Order

Job: Monticello WWTP
Location: _____

Date: 5-2-24
Foreman: Jake

Description of Work Performed:

Hauled in lime stone for unsuitable soil.

Labor			Equipment	
Name	Hours	Trade	Equipment Type/Number	Hours

Materials			Trucks	
Type	# Loads	From	Truck Number/Driver	Hours
<u>lime</u>	<u>2</u>	<u>BCS</u>	<u>Gus Betrends</u>	

Notes:

lime = 34.59 Tons

Foreman Signature

Paul Krogman / Bruce Builders

Receiving Party Signature

Billed (Central Excavating Office Use)

Central Excavating
PO BOX 1738
Bettendorf, IA 52722

1313

T&M Work Order

Job: Monticello WWTP
Location: _____

Date: 5-6-25
Foreman: JAKE

Description of Work Performed: Backfill spoils unsuitable

Labor			Equipment	
Name	Hours	Trade	Equipment Type/Number	Hours

Materials			Trucks	
Type	# Loads	From	Truck Number/Driver	Hours
Lime Fill	4	BCS	Gus Behrends	
1" Down	2	BCS		

Notes:

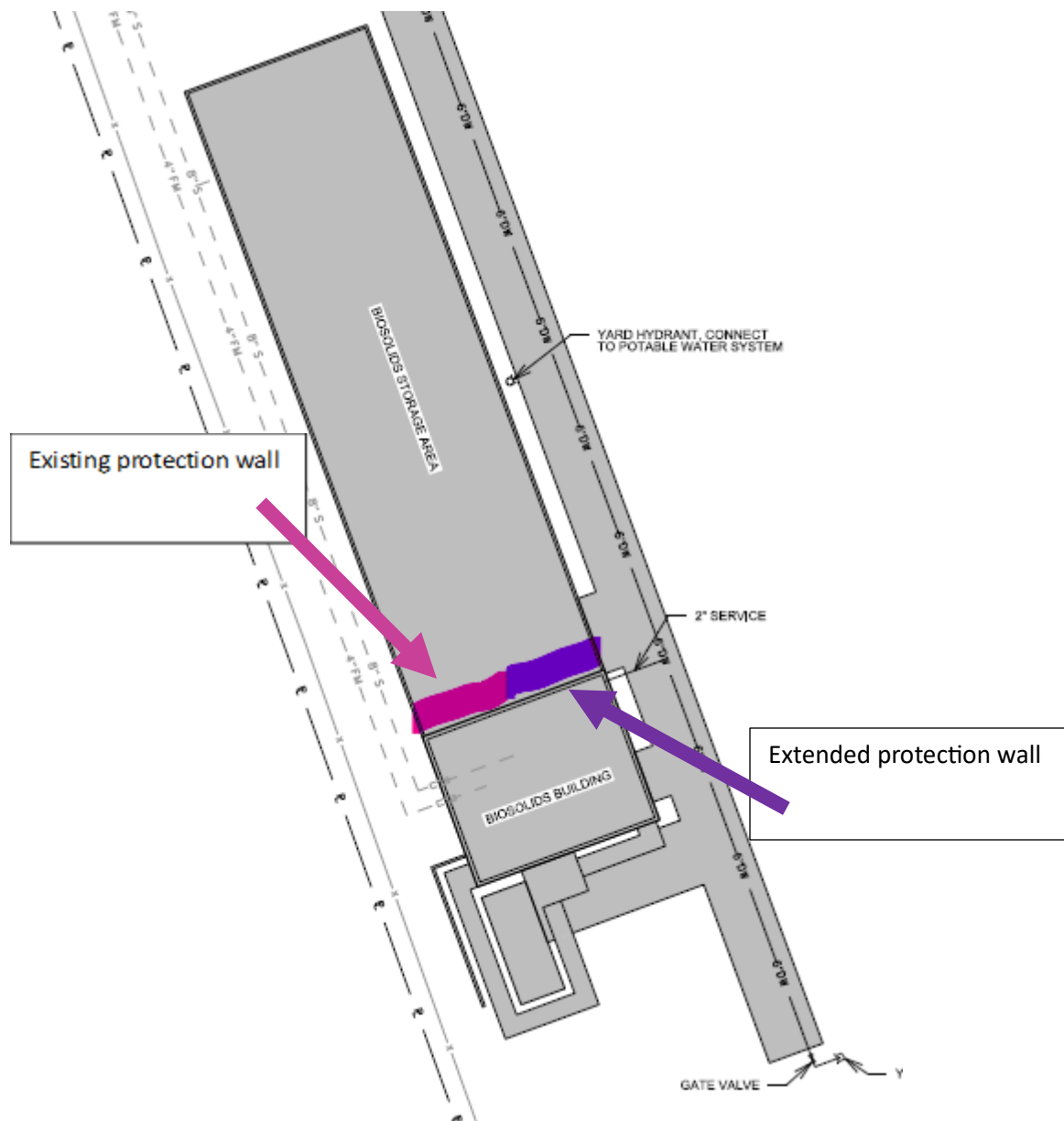
Lime Fill = $66 \frac{48}{\text{tons}}$

1" Down = $32 \frac{93}{\text{tons}}$

Foreman Signature _____

Paul M. Krogman / Bruce Butcher
Receiving Party Signature

Billed (Central Excavating Office Use) _____





June 10, 2025

Mayor and City Council
City of Monticello
200 East 1st Street
Monticello, IA 52310

RE: CONTRACTOR'S APPLICATION FOR PAYMENT #13 - WASTEWATER
TREATMENT PLANT IMPROVEMENTS – BILL BRUCE BUILDERS, INC

Dear Mayor and City Council:

Enclosed for your review and approval is the Contractor's Application for Payment #13 for work completed on the Wastewater Treatment Plant Improvement Project.

Application for Payment includes costs associated with general conditions, mobilization, concrete reinforcement, cast-in-place concrete, electrical conduit and raceways, roofing, electrical equipment, electrical site work, PRV vault and piping, sanitary sewer gravity mains, excavation for Aero-Mod structure, sludge pump installation and process piping.

I have reviewed the application for payment and find it in agreement with the work completed to date. I, therefore, recommend approval of the Application for Payment #13 in the amount of **\$818,191.31** to Bill Bruce Builders, Inc.

Respectfully,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Nick Eisenbacher', with a long horizontal flourish extending to the right.

Nick Eisenbacher, P.E.
Project Engineer

Enclosure: Bill Bruce Builders, Inc Contractor's Application for Payment #13

cc: Julie Ford, USDA Rural Development; Russ Farnum and Jim Tjaden City of Monticello

Contractor's Application for Payment

Owner: <u>City of Monticello</u>	Owner's Project No.: <u>120.1109.08</u>
Engineer: <u>Snyder & Associates, Inc.</u>	Engineer's Project No.: <u>120.1109.08</u>
Contractor: <u>Bill Bruce Builders, Inc.</u>	Contractor's Project No.: <u>20231024</u>
Project: <u>Wastewater Treatment Plant (WWTP) Improvements</u>	
Contract: <u>Wastewater Treatment Plant Improvements</u>	
Application No.: <u>13</u> Application Date: <u>6/10/2025</u>	
Application Period: From <u>5/1/2025</u> to <u>5/31/2025</u>	

1. Original Contract Price	\$ 23,448,000.00 -
2. Net change by Change Orders	\$ 967,965.25 -
3. Current Contract Price (Line 1 + Line 2)	\$ 24,415,965.25 -
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 11,585,620.02 -
5. Retainage	
a. <u>5%</u> X <u>\$8,448,392.20-</u> Work Completed	\$ 422,419.61 -
b. <u>5%</u> X <u>\$3,137,227.82-</u> Stored Materials	\$ 156,861.39 -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 579,281.00 -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 11,006,339.02 -
7. Less previous payments (Line 6 from prior application)	10,188,147.71
8. Amount due this application	\$ 818,191.31 -
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 13,409,626.23 -


Contractor's Certification

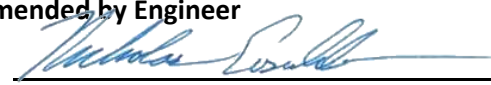
The undersigned Contractor certifies, to the best of its knowledge, the following:

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

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

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

Contractor: <u>Bill Bruce Builders, Inc.</u>	
Signature: <u></u>	Date: <u>6/10/2025</u>

Recommended by Engineer By: <u></u> Title: <u>Civil Engineer</u> Date: <u>6/10/2025</u>	Approved by Owner By: _____ Title: _____ Date: _____
Approved by Funding Agency By: _____ Title: _____ Date: _____	

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: City of Monticello
Engineer: Snyder & Associates, Inc.
Contractor: Bill Bruce Builders, Inc.
Project: Wastewater Treatment Plant (WWTP) Improvements
Contract: Wastewater Treatment Plant Improvements

Owner's Project No: 120.1109.08
Engineer's Project No: 120.1109.08
Contractor's Project No. 20231024

Application No.: 13 **From** 5/1/2025 **to** 5/31/2025 **Application Date:** 06/04/25

A	B	C	D	E	F	G	H	I
ITEM #	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
Original Contract								
1	Insurance - Bond	175,724.00	175,724.00			175,724.00	100%	0.00
2	Insurance - Builders Risk	36,000.00	36,000.00			36,000.00	100%	0.00
3	Insurance - General Liability	135,000.00	135,000.00			135,000.00	100%	0.00
4	Preconstruction	12,000.00	12,000.00			12,000.00	100%	0.00
5	General Conditions - 36 Months	2,002,468.00	667,489.32	55,624.11		723,113.43	36%	1,279,354.57
6	Submittals	50,000.00	50,000.00			50,000.00	100%	0.00
7	Concrete Reinforcing	1,207,086.00	246,038.39	26,192.70		272,231.09	23%	934,854.91
8	Cast-In-Place Concrete	950,000.00	259,955.35	44,055.38		304,010.73	32%	645,989.27
9	Rebar Labor	1,000,000.00	205,000.00			205,000.00	21%	795,000.00
10	Concrete - Aeromod	1,610,500.00				0.00	0%	1,610,500.00
11	Concrete - BioSolids	927,500.00	877,500.00			877,500.00	95%	50,000.00
12	Concrete - Generator	12,800.00	12,800.00			12,800.00	100%	0.00
13	Concrete - Controls & UV Building	260,000.00				0.00	0%	260,000.00
14	Concrete - Truck Dump Oil Sand Interceptor	30,000.00				0.00	0%	30,000.00
15	Concrete Paving	130,000.00				0.00	0%	130,000.00
16	Mobilization	300,000.00	105,000.00	30,000.00		135,000.00	45%	165,000.00
17	Placement on Project	179,200.00	58,000.00	20,000.00		78,000.00	44%	101,200.00
18	Digging for Electrical/Concrete around pipes	100,000.00	35,000.00	25,000.00		60,000.00	60%	40,000.00
19	Sluice Gates/Slides Gates Install	50,000.00				0.00	0%	50,000.00
20	Liquid Process Pipe Install	50,000.00				0.00	0%	50,000.00
21	Shaftless Screw Conveyor - Labor	20,000.00	15,000.00			15,000.00	75%	5,000.00
22	Secondary Containment Scale - Labor	10,000.00				0.00	0%	10,000.00
23	Polymer Blending and Feed Equipment - Labor	10,000.00	10,000.00			10,000.00	100%	0.00
24	Rotary Press System - Labor	20,000.00	20,000.00			20,000.00	100%	0.00
25	Precast Structural Concrete - Engineering	24,000.00	24,000.00			24,000.00	100%	0.00
26	Precast Structural Concrete - Wall Panels	368,127.00	368,127.00			368,127.00	100%	0.00
27	Precast Structural Concrete - 10" Hollow core	96,927.00	96,927.00			96,927.00	100%	0.00
28	Precast Structural Concrete - 8" Hollow core	28,760.00	28,760.00			28,760.00	100%	0.00
29	Precast Structural Concrete - Trucking	16,320.00	5,712.00			5,712.00	35%	10,608.00
30	Precast Structural Concrete - Wash	14,100.00				0.00	0%	14,100.00
31	Precast Structural Concrete - Caulking & Grouting	45,500.00	15,925.00			15,925.00	35%	29,575.00
32	Precast & Steel Erection	199,400.00	35,340.00	20,640.00		55,980.00	28%	143,420.00
33	Masonry	150,000.00	15,000.00			15,000.00	10%	135,000.00
34	Structural Steel Fabrication	199,750.00	107,000.00			107,000.00	54%	92,750.00
35	Rough Carpentry - Labor	66,000.00				0.00	0%	66,000.00
36	Demolition of Metal Panels	12,800.00				0.00	0%	12,800.00
37	Metal Panel Install	45,980.00				0.00	0%	45,980.00
38	EPDM Roofing	192,400.00	138,540.00			138,540.00	72%	53,860.00
39	Sectional Doors	76,462.00	25,487.34			25,487.34	33%	50,974.66
40	FRP Aluminum Hybrid Doors	77,155.00			77,155.00	77,155.00	100%	0.00
41	Aluminum Framed Entrances and Storefronts	30,090.00	4,264.50			4,264.50	14%	25,825.50
42	Painting	124,931.00	49,000.00			49,000.00	39%	75,931.00
43	Specialties	8,030.00				0.00	0%	8,030.00
44	Lab Equipment - End Loader	179,000.00	179,000.00			179,000.00	100%	0.00
45	Lab Equipment - Hotsy Pressure Washer	7,800.00				0.00	0%	7,800.00
46	Refrigerated Composite Sampler	27,500.00				0.00	0%	27,500.00
47	Plumbing / HVAC	499,980.00	141,687.00			141,687.00	28%	358,293.00
48	Electrical - General Conditions (temp power, submittals & Mob)	144,025.00	144,025.00			144,025.00	100%	0.00
49	Electrical - Service Equipment	675,000.00	540,000.00	33,750.00		573,750.00	85%	101,250.00
50	Electrical - Site Work	310,613.00	46,591.94	31,061.29		77,653.23	25%	232,959.77
51	Electrical - Building Power and Equipment	310,612.00	77,653.00	61,061.20		138,714.20	45%	171,897.80
52	Lagoon Sludge Removal	93,900.00	93,900.00			93,900.00	100%	0.00
53	SWPPP Installation	43,795.00	2,408.00			2,408.00	5%	41,387.00
54	SWPPP Inspections	14,600.00	5,850.00	350.00		6,200.00	42%	8,400.00
55	Retaining Walls	43,207.00				0.00	0%	43,207.00

56	MOBILIZATION	219,649.00	94,844.78			94,844.78	43%	124,804.22
57	TOPSOIL STRIP SALVAGE SPREAD	58,971.00	29,485.61			29,485.61	50%	29,485.39
58	SITE GRADING	148,842.00	71,349.00			71,349.00	48%	77,493.00
59	ROCK SURFACING AND SUBBASE	62,214.00				0.00	0%	62,214.00
60	WATER MAIN AND SERVICES	322,021.00	179,571.98			179,571.98	56%	142,449.02
61	PRV VALVE VAULT	61,312.00		32,562.25		32,562.25	53%	28,749.75
62	4" SANITARY FORCE MAIN	34,589.00	26,294.19			26,294.19	76%	8,294.81
63	8" SANITARY GRAVITY MAIN	72,519.00	14,000.00	32,535.04		46,535.04	64%	25,983.96
64	10" SANITARY FORCE MAIN	19,920.00				0.00	0%	19,920.00
65	16" SANITARY GRAVITY MAIN	21,984.00				0.00	0%	21,984.00
66	18" SANITARY GRAVITY MAIN	128,356.00	37,270.00			37,270.00	29%	91,086.00
67	SANITARY MANHOLES	254,293.00	90,775.00			90,775.00	36%	163,518.00
68	MH-11 DIGESTED SLUDGE PS & VV	94,292.00	79,962.09			79,962.09	85%	14,329.91
69	EFFLUENT PS & VV	424,757.00				0.00	0%	424,757.00
70	BYPASS PUMPING	145,830.00				0.00	0%	145,830.00
71	STORM SEWER AND DRAIN TILE	59,390.00				0.00	0%	59,390.00
72	TRUCK DUMP TANK & SANITARY	52,864.00		12,928.37		12,928.37	24%	39,935.63
73	STRUCTURE EXCAVATION	334,347.00	78,535.00	172,225.12		250,760.12	75%	83,586.88
74	STRUCTURE BACKFILL	283,748.00	70,000.00	29,311.36		99,311.36	35%	184,436.64
75	STRUCTURE SUBBASE	204,903.00	81,961.00	81,961.36		163,922.36	80%	40,980.64
76	DEMO	304,279.00	5,878.57			5,878.57	2%	298,400.43
77	DEWATERING	164,411.00				0.00	0%	164,411.00
78	Wall Mounted Walkways - Install	34,000.00				0.00	0%	34,000.00
79	Stop Logs / Stainless Steel Sluices Gates & Slide Gates	94,800.00	52,960.00			52,960.00	56%	41,840.00
80	Split-Clarator Secondary Clarifier	688,417.00		688,417.00		688,417.00	100%	0.00
81	Wall Mounted Aerators	371,879.00		371,879.00		371,879.00	100%	0.00
82	Sludge Management	10,959.00				0.00	0%	10,959.00
83	Plant Process Controls	123,612.00				0.00	0%	123,612.00
84	Wall mounted Walkways	308,612.00		308,612.00		308,612.00	100%	0.00
85	Actuagted Valves	93,971.00				0.00	0%	93,971.00
86	Sluice Gates & Hand Lift Stop Plates	21,206.00				0.00	0%	21,206.00
87	Aeration Blower and Controls	649,681.00				0.00	0%	649,681.00
88	Probe Module & Sensor Probes	19,213.00				0.00	0%	19,213.00
89	Clarifier Algae Control	20,857.00				0.00	0%	20,857.00
90	Bio-P Selector Tank Mixing	65,643.00				0.00	0%	65,643.00
91	Installation Materials and Spare Parts	91,750.00		91,750.00		91,750.00	100%	0.00
92	Manufacturer's Services	14,500.00				0.00	0%	14,500.00
93	Freight	14,400.00				0.00	0%	14,400.00
94	Variable Frequency Motor Controllers / Controls / Submersible Pumps	1,514,000.00		62,749.00	1,432,251.00	1,495,000.00	99%	19,000.00
95	Fabricated Stainless Steel - Labor	100,750.00	25,469.00			25,469.00	25%	75,281.00
96	Fabricated Stainless Steel - Materials	170,000.00	9,706.08		121,266.82	130,972.90	77%	39,027.10
97	Ultraviolet Disinfection Equipment - Placement for Fabrication	45,897.00				0.00	0%	45,897.00
98	Ultraviolet Disinfection Equipment - Submittals	45,897.00	45,897.00			45,897.00	100%	0.00
99	Ultraviolet Disinfection Equipment - Equipment	45,897.00		45,897.00		45,897.00	100%	0.00
100	Ultraviolet Disinfection Equipment - Start-Up	15,299.00				0.00	0%	15,299.00
101	Girt Classifying & Washer	104,099.00				0.00	0%	104,099.00
102	Chemical Containments & Scales / Polymer Blending & Feed Equipment Chemical Feed / Shaftless Screw Conveyor	280,527.00	135,627.00			135,627.00	48%	144,900.00
103	Liquid Process Piping - Man Holes, Valves, and Piping	190,648.00	34,677.36	47,860.48		82,537.84	43%	108,110.16
104	Fournier - Rotary Press Submittals	75,220.95	75,220.95			75,220.95	100%	0.00
104.1	Fournier - Rotary Press	426,252.05	319,689.04			319,689.04	75%	106,563.01
105	Utility Materials - Piping, valves, vaults	931,480.00	213,060.92	38,358.61		251,419.53	27%	680,060.47
Original Contract Totals		\$ 23,448,000.00	\$ 6,837,939.41	\$ 858,226.27	\$ 3,137,227.82	\$ 10,833,393.50	\$ 0.46	\$ 12,614,606.50

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Monticello
Engineer:	Snyder & Associates, Inc.
Contractor:	Bill Bruce Builders, Inc.
Project:	Wastewater Treatment Plant (WWTP) Improvements
Contract:	Wastewater Treatment Plant Improvements

Owner's Project No:	120.1109.08
Engineer's Project No:	120.1109.08
Contractor's Project No.	20231024

Application No.: 13

From 5/1/2025 to 5/31/2025

Application Date: 06/04/25

A	B	C	D	E	F	G	H	I
ITEM #	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
Change Orders								
1	Unsuitable Soils	763,990.30	745,024.10			745,024.10	98%	18,966.20
2	RFI 23	(19,455.71)				0.00	0%	(19,455.71)
	RFI 21	6,027.74	3,000.00	3,027.74		6,027.74	100%	0.00
	RFI 25	1,174.68	1,174.68			1,174.68	100%	0.00
	ITC 07 & 08	6,123.97				0.00	0%	6,123.97
3	Controls Integration	169,986.52				0.00	0%	169,986.52
	RFI #35	4,496.10				0.00	0%	4,496.10
	RFI #38	8,242.36				0.00	0%	8,242.36
	ITC 09	14,670.54				0.00	0%	14,670.54
	Relocate VFDs to Screen Building	12,708.75				0.00	0%	12,708.75
						0.00	#DIV/0!	0.00
						0.00	#DIV/0!	0.00
						0.00	#DIV/0!	0.00
						0.00	#DIV/0!	0.00
						0.00	#DIV/0!	0.00
						0.00	#DIV/0!	0.00
Change Order Totals		\$ 967,965.25	\$ 749,198.78	\$ 3,027.74	\$ -	\$ 752,226.52		\$ 215,738.73
Original Contract and Change Orders								
Project Totals		\$ 24,415,965.25	\$ 7,587,138.19	\$ 861,254.01	\$ 3,137,227.82	\$ 11,585,620.02		\$ 12,830,345.23

Stored Materials Summary

Contractor's Application for Payment

Owner:	City of Monticello
Engineer:	Snyder & Associates, Inc.
Contractor:	Bill Bruce Builders, Inc.
Project:	Wastewater Treatment Plant (WWTP) Improvements
Contract:	Wastewater Treatment Plant Improvements

Owner's Project No:	120.1109.08
Engineer's Project No:	120.1109.08
Contractor's Project No.	20231024

Application No.: 11 Application Period: From 5/1/2025 to 5/31/2025 Application Date: 06/04/25

A	B	C	D	E	F	G	H	I	J	K	L	M
ITEM NO. LUMP SUM TAB	SUPPLIER INVOICE NO.	SUBMITTAL NO. (WITH SPECIFICATION SECTION NO)	DESCRIPTON OF MATERIALS OR EQUIPMENT STORED	STORAGE LOCATION	APPLICATION NO NO. WHEN MATERIALS PLACED IN STORAGE	MATERIALS STORED			INCORPOATED IN WORK			
						PREVIOUS AMOUNT STORED (\$)	AMOUNT STORED THIS PERIOD (\$)	AMOUNT STORED TO DATE (G+H) (\$)	AMOUNT PREVIOUSLY INCORPORATED IN THE WORK (\$)	AMOUNT INCORPORATED IN THE WORK THIS PERIOD (\$)	TOTAL AMOUNT INCORPOATED IN THE WORK (J+K) (\$)	MATERIALS REMAINING IN STORAGE (I-L) (\$)
26	Pay App #1		Wall Panels	Advanced Precast	1	130,359.00		130,359.00	\$ 130,359.00		130,359.00	0.00
28	Pay App #2		8" Hollowcore	Advanced Precast	1	28,760.00		28,760.00	\$ 28,760.00		28,760.00	0.00
49	Pay App #1		Service Equipment - Electrical Distribution Storage	Westphal & Company	2	40,500.00		40,500.00	\$ 40,500.00		40,500.00	0.00
49	Pay App #2		Service Equipment - Electrical Distribution Storage	Westphal & Company	2	25,878.74		25,878.74	\$ 25,878.74		25,878.74	0.00
96	Pay App #1		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	3	92,818.94		92,818.94			0.00	92,818.94
40	Pay App #1		FRP Aluminum Hybrid Doors	Opening Specilists, Inc	3	17,226.22		17,226.22			0.00	17,226.22
49	Pay App #2		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	4	15,097.90		15,097.90			0.00	15,097.90
40	Pay App #2		FRP Aluminum Hybrid Doors	Opening Specilists, Inc	4	52,780.00		52,780.00			0.00	52,780.00
49	Pay App #3		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	5	13,349.98		13,349.98			0.00	13,349.98
99	Pay App #6		Ultraviolet Disinfection Equipment	Enaqua	6	45,897.00		45,897.00			0.00	45,897.00
80	Pay App #1		Split-Clarator Secondary Clarifier	Aero-Mod	7	688,417.00		688,417.00			0.00	688,417.00
84	Pay App #1		Wall mounted Walkways	Aero-Mod	7	308,612.00		308,612.00			0.00	308,612.00
40	Pay App #3		FRP Aluminum Hybrid Doors	Opening Specilists, Inc	7	7,148.78		7,148.78			0.00	7,148.78
81	Pay App #2		Wall Mounted Aerators	Aero-Mod	8	371,879.00		371,879.00			0.00	371,879.00
91	Pay App #2		Installation Materials and Spare Parts	Aero-Mod	8	91,750.00		91,750.00			0.00	91,750.00
94	28374		Variable Frequency Motor Controllers / Controls / Sub	Electric Pump	8	926,601.00		926,601.00			0.00	926,601.00
94	30385		Variable Frequency Motor Controllers / Controls / Sub	Electric Pump	11	505,650.00		505,650.00			0.00	505,650.00
								0.00			0.00	0.00
								0.00			0.00	0.00
Totals						\$ 3,362,725.56	\$ -	\$ 3,362,725.56	\$ 225,497.74	\$ -	\$ 225,497.74	\$ 3,137,227.82

City of Monticello, Iowa

RESOLUTION

Approving Pay Request #13 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$818,191.31

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

WHEREAS, Bill Bruce Builders, Inc. contracted with the City for the construction of public improvements described in general, as construction of the Wastewater Treatment Facility Improvements Project, and

WHEREAS, Bill Bruce Builders, Inc. has submitted their thirteenth pay request in the amount of \$818,191.31, which has been reduced by the contractually agreed upon 5% retainer, and

WHEREAS, The Council finds that the pay request is supported by the work completed and that the City Engineer has recommended approval of said pay request.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the thirteenth pay request from Bill Bruce Builders, Inc., in the amount of \$818,191.31, same reflecting the maintenance of a 5% retainer in the current amount of \$579,281.00 for work completed and stored materials.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 16th day of June 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting Prep. Date: 06/11/2025 Preparer: Russell Farnum		Agenda Item: # 7 Agenda Date: 06/16/2025
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Communication Page

Agenda Items Description: **Resolution** Approving the Final Development Agreement between City of Monticello and Kwik Trip Inc. Related to the Development of a Kwik Star Convenience Store, Gas Station and Truck Stop

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution Agreement

Fiscal Impact:

Budget Line Item:
 Budget Summary:
 Expenditure:
 Revenue:

Summary: On February 17, 2025, Council held a public hearing and approved the Development Agreement with KwikTrip Inc for development of a KwikStar gas station on part of Lot 1 of Welter's addition.

At the time there were some outstanding issues with the final plat and some easements and other issues clouding title to the property. Council has taken separate actions in the interim period that clarified and/or vacated easements and right of ways as appropriate, and attorneys have worked out other issues. The Final Plat has now been recorded and the proper legal description will be included in the final Development Agreement.

Because one remaining change is relatively substantial, it is recommended that Council approve this Resolution and the final version of this Development Agreement. The original Development Agreement with Welter's pertains to the entire subdivision, which has now been built out. Kwik Trip Inc. is asking that a simple clause be added to the Kwik Trip agreement that releases Kwik Trip and its property from the obligations of that larger agreement. Please refer to Section B, Paragraph 4, on page 5

There is no negative impact on the City. The subdivision has been improved and the improvements were accepted by the City some time ago. There are some verbal agreements that were made over the years that Staff is sorting through with Welter, but these minor issues do not impact anything related to the KwikStar property or development.

The benefit is that these changes and corrections have caused KwikStar to move their closing and construction timeline up by at least 6 months, and they would like to close on the purchase of the land and start construction as soon as possible after approval of this revised Agreement.

Recommendation: Approval is recommended.

RESOLUTION NO. 2025-__

**Approving the Final Development Agreement between City of Monticello
and Kwik Trip Inc. Related to the Development of a Kwik Star
Convenience Store, Gas Station and Truck Stop**

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

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

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with Kwik Trip Inc. (the “Developer”) with respect to the construction of a 9200 square foot Convenience Store, Gas Station and Truck Stop/Fuel facility on a portion of Lot 1 of Welter’s First Addition, in the City of Monticello, County of Jones, State of Iowa, and

WHEREAS, the Development Agreement would provide financial incentives to the Developer for economic development purposes in the form of a grant for the purchase of the property and tax rebate payments, and

WHEREAS, the City Council has previously scheduled and held a public hearing on the proposed Development Agreement, on February 17, 2025, at 6:00 p.m.

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Monticello, Iowa, on this 16th day of June, 2025, by the approval of this Resolution, does hereby approve the proposed Development Agreement and incentives offered therein.

IN TESTIMONY WHEREOF, I have hereunto
subscribed my name and caused the Great Seal of the City
of Monticello, Iowa to be affixed hereto. Done this 16th
day of June, 2025.

Wayne Peach, Mayor

Attest: _____
Sally Hinrichsen, City Clerk/Treasurer

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into between the City of Monticello, Iowa (the “City”), and Kwik Trip, Inc. (the “Developer”) as of the ~~16th~~ 16th day of ~~June~~ June, 2025 (the “Commencement Date”).

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

WHEREAS, the Developer intends to acquire certain real property which is situated within the Urban Renewal Area and more specifically described on Exhibit A hereto (the “Property”), and the Developer will undertake the construction of an approximately 9,200 square foot convenience store and gas station/truck stop facility (the “Project”) on the Property; and

WHEREAS, the Developer is responsible for the payment of the property taxes and has requested tax increment financing assistance with respect to the Project for economic development in a commercial or industrial area; and

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

1. That a public purpose will reasonably be accomplished by the provision of tax incentives, grants, and other financial assistance to the Developer, including the expansion of the tax base of the community.
2. That the construction of the Project will provide new tax base to the community, even if a portion of those taxes are rebated for a period of time.
3. That the proposed use will create jobs and provide local option sales tax proceeds.
4. The City Council has considered the overall impact the Project will have on the community, weighing the overall benefits of the business, and finds that the benefits to the citizens, local businesses, and tax base of the City warrants and justifies the incentives and easily outweighs the amount of funds dispensed by way of and consistent with the terms of this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

A. Developer Covenants

1. The Developer agrees to acquire the Property and agrees to construct (or cause to be constructed) and maintain the Project on the Property, and to use the completed facilities as part of its business operations throughout the term of this Agreement.

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

3. The Developer agrees to the following: (a) Begin construction of said facility within two (2) years of this Agreement and diligently prosecute the same to completion; (b) Provide on-site storm water control as required by City Ordinances.

4. The Developer agrees to certify to the City by no later than October 15th of each year during the Term, as hereinafter defined, commencing October 15, 2027¹, an amount (The “Developer’s Estimate”) equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by:

- (1) Determining the consolidated property tax levy (City, County, School, Etc.) then in effect with respect to taxation of the Property (“Consolidated Tax Rate”);
- (2) Reducing the Consolidated Tax Rate by the following to create an “Adjusted Levy Rate”:
 - (a) the debt service levies of all taxing jurisdictions, and
 - (b) the school district instructional support and physical equipment plant levies, and
 - (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly.
- (3) Multiplying the resulting Adjusted Levy Rate by any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Jones County, above and beyond the “Base Valuation” \$22,400.00, resulting in the “Estimated Incremental Property Tax Revenues”, and then
- (4) Deducting property tax credits, if any, applicable to the Property from the “Estimated Incremental Property Tax Revenues”, to create the “Actual Incremental Property Tax Revenues”.

The calculations resulting in the Developer’s Estimate will be set forth on the worksheet attached hereto, marked Exhibit B, and submitted to the City for review. The City reserves the right to review and request revisions to the Developer’s Estimate to ensure the accuracy of the figures submitted. Any disagreement with regard to the calculations used to arrive at the Developer’s Estimate, and/or the final estimate itself, that cannot be resolved by the Parties, shall

¹ The Developer’s Certification by October 15, 2027 will allow the City Clerk to include the amount estimated to be due for the TIF Certification due by December 1, 2027. The Certification will allow the City to receive necessary increment for payments to the developer in 2028.

be decided by and in the sole discretion of the City. The City will provide reasonable assistance to the Developer in the completion of this worksheet upon request.

5. Minimum Assessment Agreement. The Developer agrees to enter into a Minimum Assessment Agreement (the “Assessment Agreement”), in substantially the form attached hereto, marked Exhibit C, pursuant to §403.6 of the Iowa Code fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the proposed project, at not less than two million dollars (\$2,000,000) (the “Minimum Assessed Valuation”), as of January 1, 2028, (the “First Valuation Date”). It is the stated intention of the Developer that the Minimum Assessed Valuation shall be established on the Jones County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall remain in effect throughout the Term of this Agreement, as hereinafter defined.

6. Default Provisions. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

(1) Failure by the Developer to own and maintain the Project pursuant to the terms and conditions of this Agreement.

(2) Failure by the Developer to fully and timely remit payment of property taxes when due and owing.

(3) Failure of the Developer to comply with Sections A(1) through A(6) of this Agreement.

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

(1) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.

(2) Withhold the payments provided for under Section B, below.

B. City’s Covenants

1. Property Tax Rebate Payments. In recognition of the obligations set out above, the City agrees to make 10 semi-annual economic development tax increment payments (the “Rebate Payments”) to the Developer, pursuant to Chapters 15A and 403 of the Code of Iowa and as described below, provided, however, that the aggregate total amount of the Rebate Payments, including the land grant amount, shall not exceed **\$393,000** (the “Maximum

Payment Total”), and all payments under this Agreement shall be subject to annual appropriation by the City Council, as further described herein.

This Agreement is based upon the agreed upon Minimum Assessed Valuation of \$2 million dollars going on the tax rolls no later than January 1, 2028. Based thereon, the first tax payment based upon the agreed upon Minimum Assessed Valuation would be made in September, 2028. Accordingly, the Rebate Payments will be made on or about the 1st of December and the 1st of June each fiscal year, beginning on December 1, 2028 and continuing thereafter until all 10 semi-annual payments have been made or until such earlier time as the aggregate amount of all Rebate Payments (as hereinafter defined) made under this Agreement equals **\$ 293,000.** All payments made under this Agreement shall be subject to annual appropriation by the City Council as provided hereunder.

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

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

FY 2027-2028: 100%
FY 2028-2029: 90%
FY 2029-2030: 80%
FY 2030-2031: 70%
FY 2031-2032: 60%

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

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

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

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

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

3. Grant Payments. The City further agrees to make to the Developer a series of economic development grants (the "Grant Payments"). The Grant Payments and the Rebate Payments are collectively referred to as the Total Payments. The Grant Payments shall be made to the Developer as follows:

a. Grant Payments related to Land Purchase: The City will provide a land purchase grant, payable in five equal installments, equal to \$20,000 per acre of property generally used for purposes of the Project (the "Land Purchase Grant"). The Land Purchase Grant will total \$100,000, and will be paid as follows:

1). Upon completion of construction and the issuance of an occupancy permit from the City with respect to the completed Project, the Developer shall receive a portion of the Land Purchase Grant in the amount of \$20,000;

2). The Developer will receive the remainder of the Land Purchase Grant, in four (4) payments each of the amount of \$20,000, upon the first through fourth year anniversary of the issuance of the occupancy permit, so long as the Developer is not in default on any term of this agreement.

4. Prior Agreements. The City finds that the prior Development Agreement with Welter Enterprises LLC, recorded as Document Number 2008 3316, has been fulfilled as it pertains to the Subject Property, and is hereby released and has no further force and effect in relation to this Property.

C. Administrative Provisions

1. **Amendment and Assignment:** This Agreement may not be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Developer's rights to receive the payments hereunder

may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. Successors: This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

3. Term: The term of this Agreement (“Term”) shall commence on the Commencement Date and end after payment of the anticipated 10 semi-annual payments or on such earlier date upon which the aggregate sum of payments made to the Developer equals the Maximum Payment Total.

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

5. Force Majeure: Neither Party is responsible for any failure to perform its obligations or satisfy a condition under this Agreement upon the occurrence of a Force Majeure Event. When the nonperforming party is able to resume performance or satisfy the conditions, it will promptly give the other party written notice to that effect and shall resume performance under this Agreement. For the purposes of this Agreement, a “Force Majeure Event” is an act or event that (i) prevents the nonperforming party from performing its obligations under this Agreement or satisfying any conditions to the performing party under this Agreement; (ii) is beyond the reasonable control of and not the fault of the nonperforming party; and (iii) is beyond the nonperforming party’s ability to avoid or overcome by the exercise of commercially reasonable due diligence. A Force Majeure Event includes the following, without limitation: an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism, or civil disorder; extraordinary shortages in labor or materials; a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not); exceptional weather conditions; and discontinuation of electricity supply or other necessary utilities to the Property.

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

CITY OF MONTICELLO, IOWA

By _____
Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk

STATE OF IOWA)
)
COUNTY OF JONES)

Personally came before me on _____, 202__, the above named Wayne Peach and Sally Hinrichsen, the Mayor and City Clerk, respectively, of the City of Monticello and to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Iowa
My commission expires:

FOR KWIK TRIP, INC.

By: _____
David P. Wagner
CFO and Treasurer

STATE OF WISCONSIN)
)
COUNTY OF LA CROSSE)

Personally came before me on _____, 202__, the above named David P. Wagner, CFO and Treasurer of Kwik Trip, Inc., a Wisconsin corporation, and to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My commission expires:

Exhibit A
Legal Description

PARCEL 2025-05 being a part of LOT 1 of WELTER'S FIRST ADDITION to the City of Monticello, Iowa, as shown in the Plat of Survey recorded as Document No. 2025-1320 of the Jones County, Iowa Records EXCEPT PARCEL 2015-61, as shown in the PLAT OF SURVEY recorded in PLAT BOOK V, PAGE 30 (and as Document No. 2015- 2701) Parcel 2025-05 in the Plat of Survey recorded as Document No. 2025-xxxx, being a part of Lot 1 of Welter's First Addition to the City of Monticello, Iowa, EXCEPT Parcel 2015-61 located in the SW ¼ of Section 34, T86N, R3W and in the NW ¼ of Section 3, T85N, R3W of the 5th P.M. in the City of Monticello, Jones County, Iowa.

City Council Meeting
Prep. Date: 6/11/2025
Preparer: Jacob Oswald



Agenda Item: #8
Agenda Date: 6/16/2025

Communication Page

Agenda Items Description: Resolution Approving the continued employment of the Monticello Park and Recreation part-time Adult Recreation and Special Events Coordinator and setting wages

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis:

Moving Monticello Parks and Recreation Adult Recreation and Events Coordinator from trial basis to permanent part-time position.

Background Information:

The Adult Recreation and Events Coordinator position was approved by City Council on December 16 and filled on January 20, with Kara beginning her role on February 3. As outlined in the original resolution, the purpose of this position is to strengthen community engagement, encourage physical health, and promote social interaction through expanded adult recreation programming and events.

In just 4.5 months, Kara has successfully launched several initiatives, including a new pickleball league, a coffee and cards social, a foraging series in collaboration with Jones County Conservation, four “Learn to Play Pickleball” sessions, a winter bounce event, and community clean-up efforts. She is also actively coordinating a 5K race that will take place during the Great Jones County Fair and working on upcoming offerings like line dancing, historical walking tours, group trips, and sports outings.

These programs have already engaged over 448 adults, an increase of 198%, which demonstrates community interest. The department has generated \$4,176 in revenue since adding this position and saved \$6,800 from the existing budget.

This position was budgeted as a 32-hour-per-week role in the upcoming FY26 budget. With the creation of the Monticello Friends of Parks and Recreation and the department assuming oversight of MYBSA and tournament operations, staff have successfully reallocated funds internally without additional requests from the General Fund. As a result, the department has been able to build capacity

and expand community offerings for our adult population in a financially responsible manner, delivering more programs and services without increasing the city's financial burden.

Staff Recommendation:

Staff recommend that the Adult Recreation and Events Coordinator position be approved to move from a trial basis to a permanent part-time role. Hours are not to exceed 32 per week, with a pay rate of \$21/hour (a 5% increase over the current rate).

			to cover 60%	to cover 51%		
	\$ 8,400.00		\$ (613.00)	\$ 227.00		
		Participants	Revenue			Saved
	Total	449	\$ 4,427.00		Total	\$(6,800.00)
	Pickleball League	20	\$ 800.00		Computer	\$ (800.00)
	Pickleball	50	\$ 100.00		IPRA	\$ (650.00)
2025	Greater Monticello Grant	0	\$ 280.00		Field Maintenance	\$ (4,000.00)
2025	Greater Monticello Grant	0	\$ 670.00		Seasonal (90 Hours)	\$ (1,350.00)
11-Mar	Coffee and Cards	10	\$ -			
11-Mar	Yahoo!	12	\$ -			
28-Mar	Senior Social	16	\$ -			
29-Mar	Winter Bounce	17	\$ 85.00			
29-Mar	Winter Bounce	0	\$ 100.00			
2024	Greater Monticello Grant	0	\$ 270.00			
2024	Greater Monticello Grant	0	\$ 650.00			
7-Apr	Pickleball	40	\$ 80.00			
8-Apr	Coffee and Cards	12	\$ -			
9-Apr	Learn to Play Pickleball	18	\$ -			
14-Apr	Pickleball	15	\$ 30.00			
26-Apr	Kickball Tournament	0	\$ -			
28-Apr	Pickleball	20	\$ 40.00			
28-Apr	5k Sponsors	2	\$ 350.00			
30-Apr	Foraging Series	15	\$ -			
5-May	Pickleball	33	\$ 66.00			
12-May	Pickleball	13	\$ 26.00			
13-May	Coffee and Cards	13	\$ -			
14-May	School Clean-up	20	\$ -			
14-May	Learn to Play Pickleball	22	\$ -			
25-May	Pickleball Tournament	35	\$ 240.00			
2-Jun	Pickleball	45	\$ 90.00			
2-Jun	Gift	0	\$ 200.00			
2-Jun	5k Sponsors	1	\$ 100.00			
5-Jun	Learn to Play Pickleball	6	\$ -			
10-Jun	Coffee and Cards	13	\$ -			
11-Jun	5k Sponsors	1	\$ 250.00			
12-Jun	Learn to Play Pickleball					
15-Jun	Pickleball Tournament					
19-Jun	Strolling through History					
26-Jun	Senior Social					
2-Jul	Line Dancing - Dubuque					
8-Jul	Coffee and Cards					
9-Jul	Foraging Series					
19-Jul	5k Run/Walk					
24-Jul	Strolling through History					
9-Aug	Vikings Pre-Season Game					
16-Aug	Main Street Pickleball Tournament					
16-Aug	Main Street Bags Tournament					
21-Aug	Strolling through History					
4-Sep	Dehli Boats and Beyond					
30-Oct	Foraging Series					

City of Monticello, Iowa

RESOLUTION

Approving the continued employment of the Monticello Park and Recreation part-time Adult Recreation and Special Events Coordinator and setting wages

WHEREAS, City Council approved the creation of a permanent part-time position for an Adult Recreation and Events Coordinator to enhance the department's ability to meet the recreational, social, and wellness needs of the adult community, on December 16, 2024, with Resolution #2024-185, and

WHEREAS, City Council approved filling the Adult Recreation and Events Coordinator, as a 20-hour-per-week position, at \$20.00 per hour, with a six-month evaluation to ensure alignment with community needs and objectives, on January 20, 2025, with Resolution #2025-9, and

WHEREAS, Monticello Park and Recreation desires to retain Kara Burrack, to fill the position of Adult Recreation and Events Coordinator, as a 32-hour-per-week position, at \$21.00 per hour, and

WHEREAS, The City Administrator and Park and Recreation Director recommends hiring Kara Burrack, to fill the position of Adult Recreation and Events Coordinator, to work under the supervision of the Park and Recreation Director, and

NOW, THEREFORE, The Council hereby approves the retaining Kara Burrack, as the Adult Recreation and Events Coordinator.

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 June 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting Prep. Date: 6/11/2025 Preparer: Jacob Oswald		Agenda Item: # 9 Agenda Date: 6/16/2025
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Communication Page

Agenda Items Description: Resolution Approving increased user fees for the Monticello Berndes Center and Park and Recreation Shelter Rental

<u>Type of Action Requested:</u> Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session												
<u>Attachments & Enclosures:</u> <table border="1" style="width: 100%;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>				<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:	
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Revenue:												

Synopsis:
 Monticello Berndes Center and Shelter Rental Fee Structure

Background Information:
 The current rental rates for the Monticello Berndes Center and park shelters were last reviewed and updated in 2022, with changes taking effect in 2023. Since that time, staff have evaluated fee structures from surrounding communities and determined that an adjustment to Monticello’s rental rates is warranted.

The Monticello Park Board met on three separate occasions to review and discuss proposed changes to the fee schedule. After thorough consideration, the Park Board is in support of the revised structure presented in this communication. The **rate changes are highlighted in green** in the supplemental materials.

Proposed Changes:

- Shift from Hourly to Half-Day/Full-Day Rates:**
 We are proposing to eliminate hourly rental options (except for one special case) and move to a simplified half-day and full-day structure. This change will streamline scheduling, improve facility use management, and align more closely with regional practices.
- ‘Party Special’:**
 We propose a “Party Special,” which offers a 3-hour rental that includes access to both the gym and kitchen. This provides an affordable and flexible option for small events (i.e. birthdays).
- Practice Rates Remain Unchanged:**
 Practice rates for non-department-organized teams wishing to use the facility will remain at

current levels. This ensures continued access and affordability for local youth and adult sports teams.

- **Increase in Recurring Event Rates:**

Staff is also recommending a rate increase for recurring events held at the Berndes Center, as outlined in the attached supplemental materials. These adjustments are intended to better reflect facility usage and cover increasing operational costs while still offering value to long-term partners.

Next Steps:

If approved, the new rate structure would be implemented on January 1, 2026. Staff recommends the following considerations as part of the transition:

- **Effective Date:** The new rates would apply to all new reservations made on or after the effective date.
- **Existing Agreements:** The City will honor all signed rental agreements made prior to the effective date, at the current rates, up to one year in advance (or specify a different timeframe if desired).
- **Public Notification:** Staff will update all rental forms, the city website, and distribute notification of the changes to frequently renting individuals, organizations, and user groups.
- **Booking Transparency:** Staff will clearly communicate the change in rates to inquiring renters, ensuring those booking after the effective date are aware of the new structure and pricing.

Staff Recommendation:

Staff recommend approval of the proposed facility rental rate restructuring as outlined in this communication and supporting materials.

Proposed Facility Rental Fees			
	Current Rate	Proposed	
Gym Area			
Half-day: 8 AM-2 PM or 3PM- 9PM		\$ 240.00	
Full-day: 8 AM- 10PM	\$ 240.00	\$ 480.00	
Hourly	\$ 30.00	\$ 40.00	
Small Room			
Half-day: 8 AM-2 PM or 3PM- 9PM		\$ 150.00	
Full-day: 8 AM- 10PM	\$ 160.00	\$ 300.00	
Hourly	\$ 20.00	\$ 25.00	
Whole Facility			
Half-day: 8 AM-2 PM or 4 PM- 11PM		\$ 440.00	
Full-day: 8 AM- 11 PM	\$ 400.00	\$ 830.00	
Hourly	\$ 50.00		
Special Rates			
Wedding Rate	\$ 800.00	\$ 1,660.00	2 Full Days
Party Special		\$ 120.00	3 hrs (Gym + Kitchen)
Practice Rate	\$ 20.00	\$ 20.00	90 minutes
Add Ons			
Kitchen	\$ 25.00	\$ 50.00	
Audio System	\$ -	\$ 25.00	
Stage	\$ 100.00	\$ 100.00	
Shelters			
Half-day: 8 AM- 1 or 2 PM- 8PM		\$ 30.00	
Full-day: 8 AM- 10PM		\$ 50.00	
Flat Fee	\$ 20.00		
Notes			
Damage Deposit (Whole Facility)	\$ 500.00	\$ 500.00	
Damage Deposit (Gym)	\$ 500.00	\$ 250.00	don't currently collect
Damage Deposit (Party Special or Small Room)	\$ 500.00	\$ 100.00	don't currently collect
Non-refundable deposit	25%	50%	
No refunds after 1 week before the event			

Current annual fees		Length	Current Rate	Full Rate		70% OFF		50% off		30% off	
				\$ 830	Increase	\$ 249	Increase	\$415	Increase	\$581	Increase
Train Show	First Week in Feb (2 days)	2.5	\$ 1,025	\$ 2,075	\$ 1,050	\$ 623	\$ (403)	\$ 1,037.50	\$ 13	\$ 1,450.00	\$ 425
Car Show	Last week in Feb (4days)	3.5	\$ 1,675	\$ 2,905	\$ 1,230	\$ 872	\$ (804)	\$ 1,452.50	\$ (223)	\$ 2,030.00	\$ 355
Monticello School Foundation	First week in March	1.5	\$ 625	\$ 1,245	\$ 620	\$ 374	\$ (252)	\$ 622.50	\$ (3)	\$ 870.00	\$ 245
Beef Banquets	Middle of March	1.5	\$ 625	\$ 1,245	\$ 620	\$ 374	\$ (252)	\$ 622.50	\$ (3)	\$ 870.00	\$ 245
Model Show	Middle of April	1.5	\$ 625	\$ 1,245	\$ 620	\$ 374	\$ (252)	\$ 622.50	\$ (3)	\$ 870.00	\$ 245
Hogan Craft Show	First week in May	1.5	\$ 725	\$ 1,245	\$ 520	\$ 374	\$ (352)	\$ 622.50	\$ (103)	\$ 870.00	\$ 145
Horse Camp	Middle/Late June	7	\$ 1,250	\$ 5,810	\$ 4,560	\$ 1,743	\$ 493	\$ 2,905.00	\$ 1,655	\$ 4,060.00	\$ 2,810
Great Jones County Fair	Middle/Late July			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flea Market	Second Week in August	1.5	\$ 725	\$ 1,245	\$ 520	\$ 374	\$ (352)	\$ 622.50	\$ (103)	\$ 870.00	\$ 145
Maq. Valley Co-Op	Middle of August	2	\$ 925	\$ 1,660	\$ 735	\$ 498	\$ (427)	\$ 830.00	\$ (95)	\$ 1,160.00	\$ 235
Pheasants Forever	Middle of October	1.5	\$ 625	\$ 1,245	\$ 620	\$ 374	\$ (252)	\$ 622.50	\$ (3)	\$ 870.00	\$ 245
Swap Meet	Middle of October	1	\$ 500	\$ 830	\$ 330	\$ 249	\$ (251)	\$ 415.00	\$ (85)	\$ 580.00	\$ 80
Sacred Heart Booster Club	November	1.5	\$ 500	\$ 1,245	\$ 745	\$ 374	\$ (127)	\$ 622.50	\$ 123	\$ 870.00	\$ 370
Holiday Craft Show	First week of December	1.5	\$ 625	\$ 1,245	\$ 620	\$ 374	\$ (252)	\$ 622.50	\$ (3)	\$ 870.00	\$ 245
Wedding Rate		2	\$ 800	\$ 1,660	\$ 860	\$ 498	\$ (302)	\$ 830.00	\$ 30	\$ 1,160.00	\$ 360

City of Monticello, Iowa

RESOLUTION

Approving increased user fees for the Monticello Berndes Center and Park and Recreation Shelter Rental

WHEREAS, The Monticello Park and Recreation Board reviewed current fees related to the services provided at the Monticello Berndes Center and the Monticello Park and Recreation; and has recommended to the City Council that the attached proposed fee increases be approved and adopted immediately.

WHEREAS, The City Council has reviewed the proposed fee increases in following fee schedule:

Schedule will be inserted once fees are finalized

, and does hereby find that the recommendation of the Park and Recreation Board to increase the fees as set out above should be approved, and

WHEREAS, The City Council further recognizes, and confirms, that but for those fees being increased as set out herein, all other fees related to the Parks, and/or the Berndes Center shall remain unchanged and unaffected by the fees being amended herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the Park and Recreation fee increases as set out above, and further agrees that said new fee schedule shall be implemented and effective immediately.

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 June, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting Prep. Date: 06/11/2025 Preparer: Russell Farnum		Agenda Item: # 10 Agenda Date: 06/16/2025
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Communication Page

Agenda Items Description: Scheduling Consideration of Annexation and Public Hearing on proposed re-zoning of property known as Lot 1 of Brad Stephen's 4th Addition to M-1 Light/Heavy Industrial District for July 2, 2025 at 6:00 p.m. **(Robert and Jan Hinz)**

Type of Action Requested: Resolution

Attachments & Enclosures:
Resolution

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Summary: On August 4, 2024, the City approved a pre-annexation agreement with Robert and Jan Hinz pertaining to Lot 1 of the Brad Stephen's 4th Addition. The agreement is attached.

Hinz's are now developing the site, and the City is in the process of bringing sanitary sewer to serve the area. In accordance with the Agreement the City will annex the land, zone it M-1 Light/Heavy Industrial. In order to take these actions Council must give notice and hold a hearing.

This Resolution schedules consideration of the annexation of the property, and the rezoning hearing, for July 2, 2025.

Recommendation: Approval is recommended.

City of Monticello, Iowa

RESOLUTION

Scheduling Consideration of Annexation and Public Hearing on proposed re-zoning of property known as Lot 1 of Brad Stephen's 4th Addition to M-1 Light/Heavy Industrial District for July 2, 2025 at 6:00 p.m.

WHEREAS, Robert and Jan Hinz have petitioned for annexation of property known as Lot 1 of Brad Stephen's 4th Addition, and

WHEREAS, The Monticello Planning & Zoning Board considered and recommended the re-zoning of property of property known as Lot 1 of Brad Stephen's 4th Addition to M-1 Light/Heavy Industrial District, upon annexation, and

WHEREAS, In furtherance of the recommendation of the Planning & Zoning Board a Public Hearing will be set, allowing public input before considering the approval of an Ordinance modifying the current zoning classification, with notice of the Public Hearing to be published in the Monticello Express in advance thereof consistent with the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby schedule consideration of the annexation and a Public Hearing on the proposed re-zoning of property of property known as Lot 1 of Brad Stephen's 4th Addition to M-1 Light/Heavy Industrial District for July 2, 2025 at 6:00 p.m. and directs that notice of said public hearing be published in the Monticello Express as required by the Iowa Code.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 16th Day of June, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

Prepared By: Douglas D. Herman, 200 East First Street, Monticello, Iowa 52310 (319) 465-6435

PREANNEXATION AGREEMENT

This Preannexation Agreement is entered into by and between the City of Monticello, a municipal corporation (hereinafter referred to as "City") and Robert F. and Jamie M. Hinz (hereinafter collectively referred to as "Owner").

WITNESSETH:

WHEREAS, Owner is contract purchaser of property legally described as set out on Exhibit "A", attached hereto, hereinafter referred to as "Subject Property", with an anticipated closing on purchase of the Subject Property prior to October, 2024; and

WHEREAS, Owner is planning to construct a new office building and truck storage facility on the Subject Property in early 2025; and

WHEREAS, The City is working with the Owner to bring sanitary sewer service to the Subject Property with the expectation that the Subject Property will be annexed when the sanitary service becomes available; and

WHEREAS, The Subject Property is presently located entirely within Jones County, Iowa, and outside the corporate limits of any other city; and

WHEREAS, Subject Property is not presently contiguous with the corporate boundaries of the City of Monticello, but will be in the future, and

WHEREAS, Owner and City have agreed to the Annexation of the Subject Property to the City of Monticello.

NOW, THEREFORE, in furtherance of the above desires and objectives, the parties agree as follows:

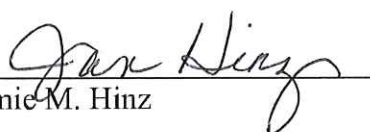
- (1) That the owner will by virtue of entry into this Preannexation agreement voluntarily consent to the annexation of Subject Property; and
- (2) The Subject Property will, upon annexation, be zoned "M-1" Industrial, or such other zoning as may be reasonable and agreeable between the City and the Owner from time to time, in order to allow the desired use(s) of the subject property, pursuant to the Code of Ordinances, City of Monticello; and
- (3) The Owner will connect the anticipated new office building to both City water and sewer when such services become available; and
- (4) The Owner agrees that it cannot, subsequent to the entry herein, withdraw the consent set out herein to the voluntary annexation of the Subject Property, and
- (5) The City agrees that it will not annex the Subject Property prior to the sewer service being available to the Subject Property.

WHEREAS, Based upon the agreements set forth herein, the owner will, simultaneous with the entry into this agreement, execute an Application for Voluntary Annexation of the Subject Property subject to the conditions set forth in this Pre-annexation Agreement. The failure of either party hereto to comply with the terms or conditions set forth herein are enforceable by any appropriate legal means. All provisions set forth above shall survive the annexation of Subject Property and shall be binding on the parties thereafter as applicable.

This Agreement shall be binding on and shall inure to the benefit of all successors, assigns and grantees of the City and Owner(s).

"OWNER"

By: 
Robert F. Hinz

By: 
Jamie M. Hinz

Prepared by: Douglas D. Herman, Lynch Dallas, P.C. PO Box 2457, Cedar Rapids, Iowa 52406.
Telephone: 319-365-9101; Facsimile: 319-365-9512

**APPLICATION FOR VOLUNTARY ANNEXATION
City of Monticello, Iowa**

**TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
MONTICELLO, IOWA:**

The undersigned, being owners of property lying adjacent to the corporate limits of the City of Monticello, Iowa, "Subject Property", respectfully request that Subject Property be annexed to and made a part of the corporate territory of the City of Monticello, Iowa. In support hereof, the undersigned state as follows:

1. That the undersigned, Owners of Subject Property, are authorized to make this Application.
2. That Subject Property adjoins and is contiguous to the corporate limits of the City of Monticello, Iowa, by at least fifty feet. (50')
3. That Subject Property is legally described as set forth within "Exhibit A" attached hereto, said legal description having been confirmed by the Jones County Auditor.

4. That in addition to the annexation of Subject Property, one half (1/2) of the adjacent road right of way will be annexed, the description of the adjacent road right of way also being described within "Exhibit A".
5. That Subject Property is within the urbanized area of the City of Monticello and is not within the urbanized area of any other City. (*Urbanized Area* being defined as any area of land within two miles of the boundaries of a City. Iowa Code §368.1(16))
6. That a map of Subject Property showing the location of the Subject Property is attached hereto as "Exhibit B", and is, by this reference, incorporated within this Application as if same had been set forth fully verbatim herein.
7. That "Exhibit B" further discloses the location of the territory to be annexed, with reference to the existing corporate city limits of the City of Monticello, Iowa, disclosing that the subject property is contiguous to the existing corporate boundaries of the City of Monticello by at least fifty feet (50'). ("*Adjoining*" means having a common boundary for not less than fifty feet. Land areas may be adjoining although separated by a roadway or waterway. Iowa Code §368.1(1); see also §368.7(1)(a))
8. That this Application for Voluntary Annexation is subject to and/or based upon the following understandings:
 - a. That upon annexation, that portion of Subject Property will be zoned A-1, Agricultural, according to the Zoning Ordinance and Zoning Map of the City of Monticello, Iowa. Simultaneously with the Annexation process, the City will give consideration to the amendment of the A-1 Zoning classification to M-1, Light and Heavy Industrial and Manufacturing, following the rezoning process and requirements of the City of Monticello Code of Ordinances.

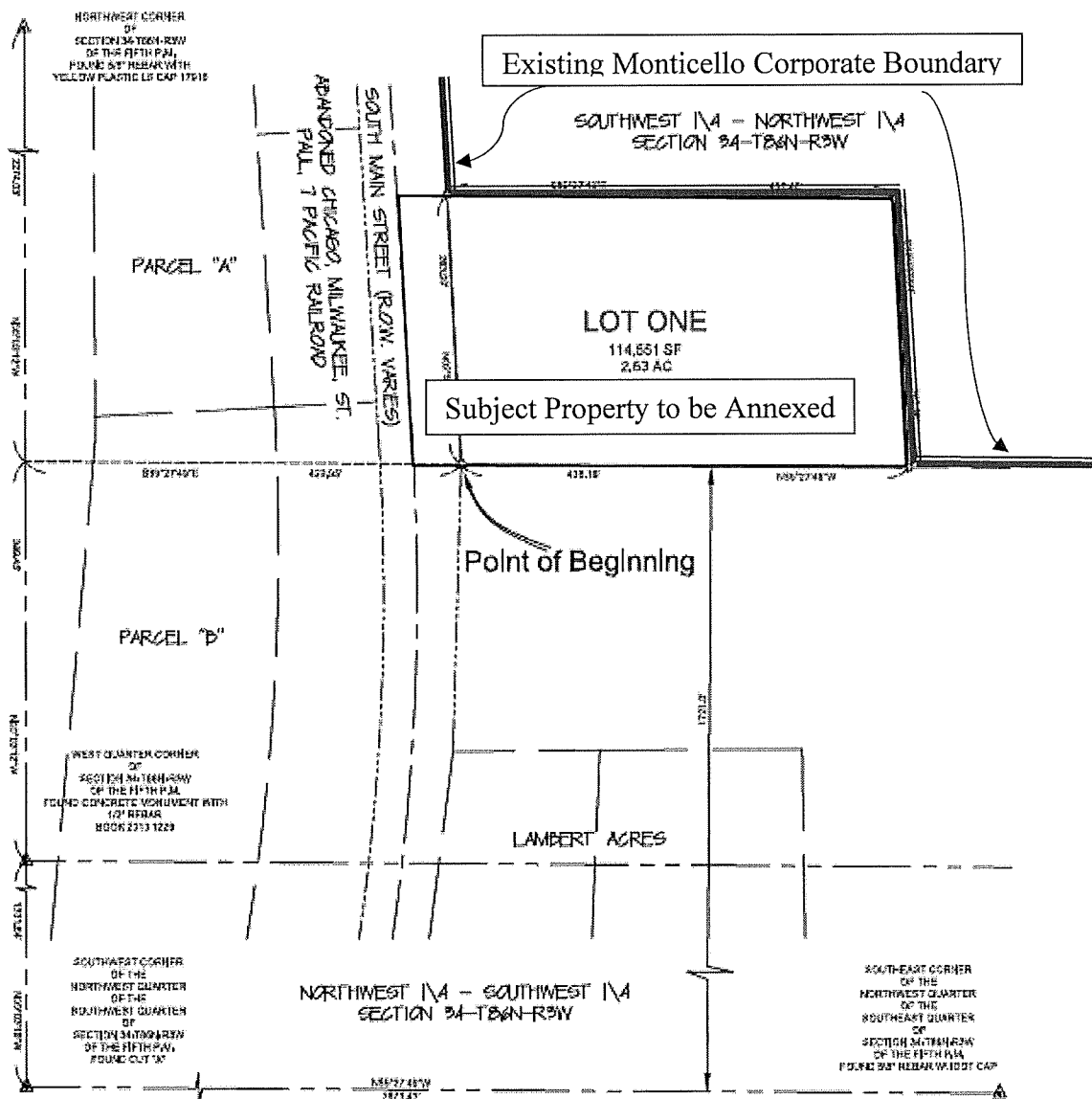
Exhibit A

LOT ONE, BRAD STEPHEN'S FOURTH ADDITION JONES COUNTY, IOWA, located in the SW1/4 NW1/4 of SECTION 34, TOWNSHIP 86, NORTH, RANGE 3, West of the 5th P.M.

(Also identified by Parcel ID Number 0234152009)

The proposed Annexation would include one-half (1/2) of the right of way (ROW) of Business 151 / S. Main Street adjacent to the Subject Property.

EXHIBIT "B": Map of Territory to be Annexed



b. That within one year of annexation, the City of Monticello will make sanitary sewer service available to the Subject Property in the adjacent right of way.

The City already has a Water Main, providing potable water within the adjacent right of way of S. Main Street / Business 151. Owner shall be solely responsible for all costs of connecting to the City water and sanitary sewer mains, including costs of components, costs of boring where required or open trenching if allowed, and connection fees.

Dated this 14 day of May, 2025.

By: 
Robert F. Hinz

By: 
Janice M. Hinz

STATE OF IOWA)
)§
COUNTY OF JONES)

On this 14th day of May, 2025, before me, the undersigned, Notary Public in and for said county and state, personally appeared Robert F. Hinz and Janice M. Hinz, known to me to be the identical persons named herein, who swore and affirmed that they executed the above and foregoing at their sole discretion, as an expression of their voluntary act and deed.




Notary Public, State of Iowa

City Council Meeting Prep. Date: 6/4/2025 Preparer: Sally Hinrichsen		Agenda Item: # 11 Agenda Date: 06/19/2025
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Communication Page

<u>Agenda Items Description:</u> Motion on acknowledging the receipt the of the FY 2024 annual audit

<u>Type of Action Requested:</u> Motion											
<u>Attachments & Enclosures:</u>	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;"><u>Fiscal Impact:</u></td> <td></td> </tr> <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>	<u>Fiscal Impact:</u>		Budget Line Item:		Budget Summary:		Expenditure:		Revenue:	
<u>Fiscal Impact:</u>											
Budget Line Item:											
Budget Summary:											
Expenditure:											
Revenue:											

Synopsis: The State Auditor has released the FY 2024 audit for City.

This motion acknowledges the Council did receive the emailed copy of the audit for their review from the State Auditor’s Office.

Recommendation: A motion is recommended.

City Council Meeting Prep. Date: 05/30/2025 Preparer: Russell Farnum		Agenda Items: # 12 & 13 Agenda Date: 06/16/2025
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Communication Page

<u>Agenda Items Description:</u> Ordinance #780 Amending certain provisions of Chapter 106, “Collection of Solid Waste”, of the City of Monticello, Iowa Code of Ordinances (2 nd reading) and Ordinance #781 Amending certain provisions of Chapter 105, “Solid Waste Control”, Section 105.13, Rates for Service, Paragraph 1, of the City of Monticello, Iowa Code of Ordinance (2 nd reading)		
<u>Type of Action Requested:</u> Ordinances (2)		
<u>Attachments & Enclosures:</u> Ordinances (2)		<u>Fiscal Impact:</u>
		Budget Line Item:
		Budget Summary:
		Expenditure:
		Revenue:

Summary: Council adopted a new disposal contract with Republic Services. This Ordinance implements the rate structure necessary to implement and pay for that contract. This ordinance was considered at the April Council meeting and tabled indefinitely for further consideration. It is being brought back with new information outlined below.

Background: The attached ordinance adopts the Residential and Commercial garbage disposal rates for the next 5 years, in accordance with the new Republic contract. The rates show a large increase in early 2026, which reflects Republic's requested bump in their disposal fees, in addition the fees have been recalculated to include solid waste fees related to the Jones County transfer station as well as City staff necessary to implement these services through utility billing and other services.

If Council would prefer not to have a large jump in rates in 2026, the rates in the ordinance could be adjusted so that the fee structure spreads that increase out over more than one year. That would require spending down reserves in the sanitation fund to pay for the initial year of increased rates, as the fees would not cover the cost of garbage disposal. Council Direction on this issue is requested, and the ordinance can be amended as Council prefers.

An additional update to the multiple-family recycling was made to correct some billing issues that were caused by the wording in the existing ordinance (i.e. recycling is charged on a per-unit basis, and the increases in fees also apply to the multiple family recycling fees).

Lastly the City's current yard waste disposal program is funded through a \$2 per bill fee monthly that is incorporated into the utility bills. Council has directed Staff NOT to increase that fee at this time, pending inquiry into the cost adjustments for our grinding services. Nick Kahler reached out to our grinding company, and there is no increase in charges planned for the forthcoming contract renewal.

For that reason, the increase in yard waste fees was removed from the draft Ordinance, which will continue operations at a razor margin, but solvent. I am proposing a second Ordinance that would add an annual 3% escalator to the fee, in order to capture additional costs that may occur over time.

Because the landscape waste fees are in a different Chapter, it requires a separate Ordinance.

Recommendation: Council input on the rate structure and approval of the ordinance(s) second readings, is recommended.

ORDINANCE NO. 780

An ordinance amending certain provisions of Chapter 106, “Collection of Solid Waste”, of the City of Monticello, Iowa Code of Ordinances

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

SECTION 1. SECTION MODIFIED. Chapter 106, Section 08, paragraphs 1 thru 2, of the Code of Ordinances of the City of Monticello, is repealed and the following adopted in lieu thereof:

106.08 COLLECTION FEES. The collection and disposal of solid waste as provided by this chapter are declared to be beneficial to the property served or eligible to be served and there shall be levied and collected fees at the following monthly rates within the City. Sales tax shall be in addition to the amounts shown, in accordance with State law.

(Code of Iowa, Sec. 384.84)

1. One-family dwellings, two-family dwellings with separate water meters, and apartments with separate meters.
 - A. Rates for collections during the month of January, which will appear on the March 1 billing, through and including collections during the month of December, which will appear on the February 1 billing of the following calendar year:
 - (1) Rates in effect from adoption of this Ordinance until the December 1, 2025 billing: \$20.90 per month.
 - (2) Rates in effect from January 1, 2026 until the December 1, 2026 billing: \$26.75 per month.
 - (3) Rates in effect from January 1, 2027 until the December 1, 2027 billing: \$28.09 per month.
 - (4) Rates in effect from January 1, 2028 until the December 1, 2028 billing: \$29.49 per month.
 - (5) Rates in effect from January 1, 2029 until the December 1, 2029 billing: \$30.98 per month.
 - B. Rates will increase by 3% each year thereafter, commencing with the billing related to collections that occur in the month of January of each successive year.
2. Multi-family dwelling and/or apartments, in which water is furnished by owner through a central water meter and charged to the owner of the property. If the complex does not utilize dumpsters for the collection of garbage created at their facility:

- A. Rates for collections during the month of January, which will appear on the March 1 billing, through and including collections during the month of December, which will appear on the February 1 billing of the following calendar year:
 - (1) Rates in effect from Adoption of this Ordinance until the December 1, 2025 billing: \$20.90 per month per unit.
 - (2) Rates in effect from January 1, 2026 until the December 1, 2026 billing: \$26.75 per month per unit.
 - (3) Rates in effect from January 1, 2027 until the December 1, 2027 billing: \$28.09 per month per unit.
 - (4) Rates in effect from January 1, 2028 until the December 1, 2028 billing: \$29.49 per month per unit.
 - (5) Rates in effect from January 1, 2029 until the December 1, 2029 billing: \$30.98 per month per unit.
 - B. Rates will increase by 3% each year thereafter, per unit, commencing with the billing related to collections that occur in the month of January of each successive year.
3. Multi-Family Dwelling or Personal Residence with Dumpster. Regardless of the foregoing fees, any multi-family dwelling or apartment or person located within the City limits using large dump container (dumpster) for solid waste collection and disposal shall pay fees calculated in accordance with the following:
- A. Rates for collections during the month of January, which will appear on the March 1 billing, through and including collections during the month of December, which will appear on the February 1 billing, shall be as set out below for the years indicated:
 - (1) Adoption through 12/31/2025: \$4.78 per unit, per collection
 - (2) 1/1/2026 through 12/31/2026: \$9.66 per unit, per collection
 - (3) 1/1/2027 through 12/31/2027: \$10.15 per unit, per collection
 - (4) 1/1/2028 through 12/31/2028: \$10.65 per unit, per collection
 - (5) 1/1/2029 through 12/31/2029: \$11.18 per yard, per collection
 - B. In addition to the above fees related to trash collection, Multi-Family or Single-Family residences that utilize a dumpster shall be assessed a monthly recycling fee. From the first of the month of January, which will appear on the March 1 billing, through and including collections during the month of December, which will appear on the February 1 billing, shall be as set out below for the years indicated:

- (1) Adoption through 12/31/2025: \$4.78 per unit, per collection
- (2) 1/1/2026 through 12/31/2026: \$5.98 per unit, per collection
- (3) 1/1/2027 through 12/31/2027: \$6.27 per unit, per collection
- (4) 1/1/2028 through 12/31/2028: \$6.59 per unit, per collection
- (5) 1/1/2029 through 12/31/2029: \$6.92 per unit, per collection

However, owners of apartment complexes of five units or more that have commercial dumpster recycling collection at their facility at least every other week will not be assessed the individual per unit recycling fee commencing with the month following written notification to the City, and verification by the City, that said complex is served by said commercial dumpster recycling collection.

- C. Rates will increase by 3% each year thereafter, per unit, commencing with the billing related to collections that occur in the month of January of each successive year.
4. Commercial and Industrial Zoned Properties. Commercial and industrial enterprises shall pay the following minimum monthly rates.
- A. Rates for collections during the month of January, which will appear on the March 1 billing, through and including collections during the month of December, which will appear on the February 1 billing, shall be as set out below for the years indicated:
 - (1) Adoption through 12/31/2025: \$8.73 per yard, per collection
 - (2) 1/1/2026 through 12/31/2026: \$9.66 per yard, per collection
 - (3) 1/1/2027 through 12/31/2027: \$10.15 per yard, per collection
 - (4) 1/1/2028 through 12/31/2028: \$10.65 per yard, per collection
 - (5) 1/1/2029 through 12/31/2029: \$11.18 per yard, per collection
 - B. Rates will increase by 3% each year thereafter, commencing with the billing related to collections that occur in the month of January of each successive year.
5. Properties Located outside the Monticello City Limits. Regardless of the foregoing fees, any commercial, industrial, multi-family dwelling or apartment or person located outside the City limits using a large dump container (dumpster) for solid waste collection and disposal shall pay exactly twice the rate as in town collection.
6. Additional Fees.
- A. Residential Garbage Collection: The City Contractor will be providing every Residential property a 65-gallon cart in which to place their garbage. Any bags placed next to the Cart will require a \$2.00 per bag (plus applicable sales tax) sticker to be purchased at City Hall. Each residential property will be allowed to place one bulky item per month out

next to their container so long as the large item is pre-scheduled for collection with City Hall. Replacement carts, removal or exchange may be subject to a \$20 fee.

- B. Dumpster Collection: The City Contractor may charge in excess of the fees provided in their agreement with the City for overloaded dumpsters or for those circumstances where items are left outside of and/or stacked adjacent to a dumpster, or if white goods or electronics are placed in the dumpster. These charges will be based upon estimated additional yards of waste, with those additional fees invoiced to the City by the Contractor and invoiced by the City to the Customer at the current per yard rate.

7. Payment of Bills. All fees are due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section 92.04 of this Code of Ordinances. Solid waste collection service may be discontinued in accordance with the provisions contained in Section 92.05 if the combined service account becomes delinquent, and the provisions contained in Section 92.08 relating to lien notices shall also apply in the event of a delinquent account.

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

SECTION 3. WHEN EFFECTIVE. This Ordinance shall take effect after its final passage, approval and publication as provided by law. The existing Chapter 106, and the sanitation rates shall remain in effect until such time as this Ordinance is in effect.

1st reading passed by the Council on this 2nd day of June, 2025
2nd reading passed by the Council on this ____st day of June, 2025
3rd reading passed by the Council on this ____st day of July, 2025

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

I certify that the foregoing was published as Ordinance No. 780 the ____th day of July, 2025.

Sally Hinrichsen, City Clerk

ORDINANCE NO. 781

An ordinance amending certain provisions of Chapter 105, “Solid Waste Control”, Section 105.13, Rates for Service, Paragraph 1, of the City of Monticello, Iowa Code of Ordinances

WHEREAS, The City currently charges a Landscape Waste Fee of \$2 per property, to cover the cost of landscape waste collection, maintenance of the landscape waste facility, and disposal.

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

SECTION 1. Chapter 105, “Solid Waste Control”, Section 105.13, Rates for Service, Paragraph 1, is hereby amended as follows:

1. Fee for Disposal. The fee for “landscape waste” and/or “yard waste” disposal shall be \$2.00 per month. Beginning on January 1, 2026, for the March 1 billing, said fee shall be increased 3% annually.

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

SECTION 3. WHEN EFFECTIVE. This Ordinance shall take effect after its final passage, approval and publication as provided by law. The existing Chapter 105, and the rates shall remain in effect until such time as this Ordinance is in effect.

1st reading passed by the Council on this 2nd day of June, 2025

2nd reading passed by the Council on this ____st day of June, 2025

3rd reading passed by the Council on this ____st day of July, 2025

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

I certify that the foregoing was published as Ordinance No. 781 the ____th day of July, 2025.

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 6/12/2025
Preparer: Sally Hinrichsen



Agenda Item: #14-23
Agenda Date: 6/16/2025

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:

- 14. Mayor
- 15. City Engineer
- 16. City Administrator
- 17. Public Works Director
- 18. Police Chief
- 19. Water/Wastewater Superintendent
- 20. Park and Recreation Director
- 21. Library Director
- 22. Ambulance Director
- 23. City Clerk

City Council Meeting
Prep. Date: 06/11/2025
Preparer: Russell Farnum



Agenda Item: # 24
Agenda Date: 06/16/2025

Communication Page

Agenda Items Description: Non-Hourly Wages

Type of Action Requested: Worksession and Resolution

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Summary:

I took myself out of the attached Resolution, please don't let my shortcomings reflect on the rest of your staff.

Below are alternatives for Council consideration/discussion. "COLA" stands for Cost of Living Adjustment. As noted last time the Cost of Living was 3.2% for the Midwest/Mountain region as I discussed at the last meeting.

	FY25	COLA only	Recommended	FY 26 @ 5%	FY26 @ 6%	FY 26 @ 7%
Nick	\$ 65,997.00	\$ 68,108.90	\$ 69,758.83	\$ 69,296.85	\$ 69,956.82	\$ 70,616.79
Sally	\$ 80,926.00	\$ 83,515.63	\$ 85,538.78	\$ 84,972.30	\$ 85,781.56	\$ 86,590.82
Jacob	\$ 65,882.00	\$ 67,990.22	\$ 69,637.27	\$ 69,176.10	\$ 69,834.92	\$ 70,493.74
Grace	\$ 43,050.00	\$ 44,427.60	\$ 45,503.85	\$ 45,202.50	\$ 45,633.00	\$ 46,063.50
Jim T	\$ 74,571.00	\$ 76,957.27	\$ 78,821.55	\$ 78,299.55	\$ 79,045.26	\$ 79,790.97
Britt	\$ 91,554.00	\$ 94,483.73	\$ 96,772.58	\$ 96,131.70	\$ 97,047.24	\$ 97,962.78
Lori	\$ 86,100.00	\$ 88,855.20	\$ 88,855.20	\$ 90,405.00	\$ 91,266.00	\$ 92,127.00

Below are the raises for Jones County (Note that some of this is interpolated data so it may be off a bit):

(continued on next page)

Jones County			2024/25 Salary	2025/26 Salary
Position	%	Raise		
Auditor	5	\$ 4,248	\$ 84,960	\$ 89,208
Treasurer	4	\$ 3,675	\$ 91,875	\$ 95,550
Recorder	5	\$ 4,021	\$ 80,420	\$ 84,441
Attorney	6.5	\$ 8,702	\$ 133,877	\$ 142,579
Sheriff	4	\$ 5,495	\$ 137,375	\$ 142,870
Cons Director (Brad)	4	\$ 3,500	\$ 87,500	\$ 91,000
Secondary Roads (Wes)	4	\$ 3,356	\$ 83,792	\$ 87,148
Cons Naturalist (Michelle)	4	\$ 2,793	\$ 69,825	\$ 72,618
Office Mgr 2nd Roads	5	\$ 2,905	\$ 58,095	\$ 61,000
Facilities Director	5	\$ 3,138	\$ 62,762	\$ 65,900
JETS Director	5	\$ 3,058	\$ 61,162	\$ 64,220
2nd Roads 2024	4	\$ 2,300	\$ 57,960	\$ 60,260
2nd Roads 2025	4% + 0.50 per hour (NET 30.63/hour)**	\$ 3,450	\$ 60,260	\$ 63,710
	** may vary depending upon how it's calculated			

Here are some other communities, these were responses to our request not necessarily “comparable” to Monticello but I’ve filled in both Population and Median Income columns for judgement (note that there is no correlation between either). I look forward to the discussion.

	2025/26 Raises	Population	Median Income
Bondurant	3.2% COLA + Merit	7365	59109
Camanche	3.50%	4,552	31360
Charles City	3.5% (4% Police)	7228	33672
Decorah	6% + Merit	7578	28548
DeWitt	5%	5514	47693
Humboldt	4%	4,723	30672
Independence	3%	6188	39281
Keokuk	5%	9900	30380
LeMars	\$1/hour + 4%	10618	42270
Lisbon	4.50%	2,208	48229
Monticello	TBD	4,056	34646
Sioux Center	4.50%	8543	31433
Spencer	3.5% + Merit	11,325	35961
Treynor	5%	1018	67602
West Branch	2-4%	2,754	45755

The City of Monticello, Iowa

RESOLUTION

Adopting FY '26 Salary for the non-hourly employees

WHEREAS, most hourly permanent employees were granted 3 years of wage increases and other benefits by Resolution 2023-68, and

WHEREAS, most part-time and seasonal employees were hired and granted wages by prior Resolutions of the Council, and

WHEREAS, the Library staff wages are set by the Library Board, and

WHEREAS, Department Heads and several other employees or positions are not covered by the prior Resolutions and do not have negotiated employment agreements (City Clerk, Public Works Director, Water/Wastewater Director, Park and Rec. Director, Park and Recreation Superintendent, Ambulance on-call personnel and volunteers), and

WHEREAS, Other employees or positions still need salaries set forth annually (City Administrator, Police Chief), and

WHEREAS, The City Council has historically approved wage or salary increases for those positions annually, and

WHEREAS, based upon the recommendation of the City Administrator the wages of On-Call Ambulance staff/volunteers are proposed to be set as follows:

On-Call/Driver: \$ 8.00/Hour All employees regardless of Certification when **On-Call**
EMT: \$21.49/Hour **When On-A-Call/Treating or Transporting a Patient**
AEMT: \$24.79/Hour **When On-A-Call/Treating or Transporting a Patient**
Paramedic: \$28.11/Hour **When On-A-Call/Treating or Transporting a Patient**

WHEREAS, The Airport Manager is a “contract” position with the manager being paid an annual stipend by the City with the annual increase normally being based upon the recommendation of the Airport Commission, which recommended a stipend of \$33,000 for FY’26, and

WHEREAS, the Council finds that the following positions: City Administrator, Public Works Director, Water/Wastewater Superintendent, City Clerk, Park and Rec. Director, Park and Rec Superintendent, Ambulance Director and Police Chief should receive a salary as stated below to take effect with the 1st pay period including July 1, 2025:

Nick Kahler (Director of Public Works)	\$ 69,758.83
Sally Hinrichsen (City Clerk)	\$ 85,538.78
Jacob Oswald (Park and Rec Director)	\$ 69,637.27
Grace Dupuy (Park and Rec Superintendent)	\$ 45,503.85
Jim Tjaden (Water/Wastewater Superintendent)	\$ 78,821.55
Lori Lynch (Ambulance Director)	\$ 88,855.20
Britt Smith (Police Chief)	\$ 96,772.58

WHEREAS, all of the above wage increases have been accounted for within the proposed FY '26 Budget,

NOW THEREFORE BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the wages and salary increases as set out above, all of said wages and salaries shall be retroactive, if necessary, in order to take effect and be applicable to the first payroll issued during the month of July, 2025.

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 2nd day of June, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 6/12/2025
Preparer: Sally Hinrichsen



Agenda Item: 25
Agenda Date: 6/16/2025

Communication Page

Agenda Items Description: Work Session related to Meade Farm Lane addresses

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Meade Farm Lane currently has rural address schema but was annexed into the City limits

Background Information:

When the homes and buildings along Meade Farm Lane were annexed into the City, their addresses remained rural numbering.

The West section of Meade Farm Lane and the East section of Meade Farm Lane do not connect to each other.

I have been working with Jones County GIS Coordinator Kristi Aitchison and E911 Coordinator Gary Schwab to assign addresses for Northridge Estates Phase 3 for Valley Court. They feel it is critical to get Shimanek's address changed. In addition, it would be nice to get the other homes on Meade Farm Lane in the city addressing schema. They feel it would be in the best interest to change this address once the plat (Northridge Estates – Phase 6) is approved. From a 911 standpoint, keeping the current address will make it nearly impossible to be found by emergency services.

While Northridge Estates – Phase 6 may not be developed for several years, so we have time to notify the property owner that once the Phase is completed what their address would be, if the Council wants to change it. Police Chief Britt Smith reached out to Bob Shimanek and they are not interested in changing their address at this time.

Before spending too much time on this, staff would like direction from the Council. A larger map will be available at the Council meeting.



Red dashed line shows Meade Farm Lane