City of Monticello, Iowa

www.ci.monticello.ia.us

Monticello City Council Meeting November 3, 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. MinutesOctober20, 2025Approval of PayrollOctober30, 2025

Approval of Bill List

Approval of Fireworks Permit for Great Jones County Fair July 23-26, 2026

Public Hearings:

- 1. Public Hearing on Proposed Amendment to Monticello Urban Renewal Plan to include the Dr. Lindsey Meyer project
- **2. Resolution** Approving Amendment to Urban Renewal Plan to include Development Agreement and Economic Incentives to Charlie Pingelmeyer LLC (Dr. Lindsey Meyer, Monticello Family Dentistry)

- **3. Public Hearing** on Development Agreement between the City of Monticello and Dr. Lindsey Meyer
- **4. Resolution** Approving the Final Development Agreement between City of Monticello and Charlie Pingelmeyer LLC (Dr. Lindsey Meyer, Monticello Family Dentistry) Related to the Development of a Dental Office

Resolutions:

- **5. Resolution** Appropriating funds necessary to meet the City's Obligation to Mike Beck and Ken McDermott, known as Royal Flush Truck Wash, Inc per Development Agreement, dated March 17, 2014, and as amended, dated June 3, 2019
- **6. Resolution** Appropriating funds necessary to meet the City's Obligation to Cobblestone Inn & Suites (formerly known as Boulders Inn Monticello) under the Development Agreement dated October 5, 2015; as amended November 20, 2017
- **7. Resolution** Appropriating funds necessary to meet the City's Obligation to Orbis Manufacturing, a subsidiary of Menasha Corporation per Development Agreement dated April 3, 2017, as amended by Resolution #19-27, dated April 15, 2019
- **8. Resolution** Appropriating funds necessary to meet the City's Obligation to Lauren Welter, successor owner of 218 West First Street, Suite "A" per Development Agreement
- **9. Resolution** Appropriating funds necessary to meet the City's Obligation to Paige Jacobs, LLC, successor owner of 218 West First Street, Suite "B" per Development Agreement
- **10. Resolution** Appropriating funds necessary to meet the City's Obligation to Njs LLC, successor owner of 218 West First Street, Suite "C" per Development Agreement
- **11. Resolution** Appropriating funds necessary to meet the City's Obligation to Mercy Care Management, Inc per Development Agreement, dated July 7, 2019
- **12. Resolution** Appropriating funds necessary to meet the City's Obligation to McMATT Properties per Development Agreement, dated June 21, 2021
- **13. Resolution** Appropriating funds necessary to meet the City's Obligation to BR3 Development LLC per Development Agreement, dated March 1, 2021

- **14. Resolution** Appropriating funds necessary to meet the City's Obligation to Frontier Warehousing and Oak Street Commercial Cabinets, Inc dba Oak Street Manufacturing per Development Agreement, dated January 3, 2022, as amended November 7, 2022
- **15. Resolution** Appropriating funds necessary to meet the City's Obligation to Theisen Inc per Development Agreement, dated September 15, 2023
- **16. Resolution** Appropriating funds necessary to meet the City's Obligation to Manternach Custom Creations per Development Agreement, dated September 6, 2022
- **17. Resolution** Appropriating funds necessary to meet the City's Obligation to Kwik Trip Inc per Development Agreement, dated June 16, 2025
- **18. Resolution** Approving FY 2027 TIF Certification
- **19. Resolution** approving Permanent Underground Electrical Line Easement with Interstate Power and Light Company, an Iowa Corporation and direct recordation of same (Jacobs Park)
- **20. Resolution** approving Permanent Underground Electrical Line Easement with Interstate Power and Light Company, an Iowa Corporation and direct recordation of same (line running North and South)
- **21. Resolution** approving Permanent Underground Electrical Line Easement with Interstate Power and Light Company, an Iowa Corporation and direct recordation of same (line running East and West)
- **22. Resolution** Approving Monticello School District use of Community Center and Waiving Fees for Junior High School Wrestling Practice

Reports / Potential Actions:

- 23. Mayor
- 24. City Engineer
- **25.** City Administrator
- 26. City Clerk
- **27.** Public Works Director
- 28. Police Chief
- 29. Water/Wastewater Superintendent
- **30.** Park and Recreation Director
- **31.** Library Director
- **32.** Ambulance Director

<u>Adjournment:</u> Pursuant to §21.4(2) of the <u>Code of Iowa</u>, the City has the right to amend this agenda up until 24 hours before the posted meeting time.

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

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

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

Topic: November 3, 2025 Council Meeting

Time: Nov 3, 2025 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/83727391341

Meeting ID: 837 2739 1341

One tap mobile

- +13126266799,,83727391341# US (Chicago)
- +16465588656,,83727391341# US (New York)

Join instructions

https://us02web.zoom.us/meetings/83727391341/invitations?signature=FtkDiGaWnlRNDTWr62V7NIDhTZ8tWgXOBS-zUnqk20

"This employer is an equal opportunity provider & employer"

Regular Council Meeting October 20, 2025, 6:00 P.M. Community Media Center

Mayor Wayne Peach called the meeting to order. Council present were: Scott Brighton, Josh Brenneman, Dave Goedken, Candy Langerman, Mary Phelan and Jake Ellwood. Also, present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Library Director Faith Brehm, Police Chief Britt Smith, and Ambulance Director Lori Lynch. 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.

Farnum reported a correction on agenda item #2 the amount listed was incorrect and should be \$249,202.27. Ellwood moved to approve the agenda, as amended. Phelan seconded, roll call was unanimous.

Goedken moved to approve the consent agenda, Brenneman seconded. Phelan questioned why Council members were listed under Fire Dept on the payroll list. Hinrichsen suggested the header was not changed but would check with the Payroll Clerk to be sure. Roll call was unanimous.

Ellwood moved to approve Resolution #2025-136 Approving Pay Request #17 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$1,505,849.21, Brenneman seconded. Roll call was unanimous.

Langerman moved to approve Resolution #2025-137 Approving Pay Request #2 to Roger Stephen, Re: Stephen Addition Trunk Sewer Project in the amount of \$249,202.27, Brighton seconded. When questioned, Farnum advised some of the manholes will be farmed over until area is developed, so they are about 2 feet below the surface and will be raised as areas are developed. Roll call was unanimous.

Goedken moved to approve Resolution #2025-138 Approving increases in Cemetery fees effective November 30, 2025, Brighton seconded. Roll call was unanimous.

Smith introduced new Police Officer Johnny Norwood, who is a certified officer, and will be starting November 10th. Norwood stated he is looking forward to getting to know everyone. Brenneman moved to approve Resolution #2025-139 Approving the hiring of a Monticello Full-Time Certified Police Officer and setting wage, Goedken seconded. Roll call was unanimous.

Langerman moved to approve Resolution #2025-140 Approving Monticello Berndes Center Rental Contract between Eastern Iowa Horse and Pony Camp and City of Monticello, Brighton seconded. When asked when the double stove would be installed, Farnum advised it would be installed prior to their next camp in 2026. They are also remodeling the kitchen area. Roll call was unanimous.

Ellwood moved to remove "Resolution Approving Loan Agreement with Tom and Teri Keleher for property at 109 E. 1st Street", from the table to re-consider, Brighton seconded. Roll call was unanimous. Goedken moved to approve Resolution #2025-141 Approving Revolving Loan Agreement between City of Monticello and Tom and Teri

Keleher for Façade Improvements to property located at 109 E. 1st Street, Langerman seconded. Roll call was unanimous.

Brighton moved to remove "Consideration and Possible Motion regarding Sacred Heart alley", from the table to re-consider, Brenneman seconded. Roll call was unanimous. Smith reported Sacred Heart has been using cones and barricades on a daily basis to "close" down the school portion of the alley during the school day (7:30-3:30 M-F) which keeps vehicle traffic from passing between the school and the parish rectory. Sacred Heart has spent a considerable amount of money on repairing and maintaining the section of concrete that extends from 3rd Street to the rear property boundary of Sacred Heart between the school building. Smith advised during revamping of the Sacred Heart Drop-off zone, Sacred Heart once again requested that the City reconsider closing the alley. The request was to formally close the North End of the alley off, from 3rd Street to the rear property boundary of the school, which would ensure no further damage is done to the concrete, and no further concerns with school kids crossing between the buildings. This would also allow for a crosswalk to be installed in a cost effective and efficient location directly in line with the alley that allows the school to walk students from the alley doors over to the church for lunch, recess and physical education. The alley would remain accessible for entering and exiting properties only on the South end of the alley off of 2nd Street. Smith suggested three options for the Council to consider; and recommended option #2, which is to close the North end of the Alley at 3rd Street permanently by placing a concrete barrier at the rear boundary of the school which will eliminate two-way access through the alley 365 days per year. The alley will still remain accessible for two-way traffic only from the South end of the alley at 2nd Street. Sacred Heart would be responsible for the purchase and installation of the concrete barrier. Phelan moved to approve Option #1 - Make no changes to the current alley. The school will still continue to place cones and barricades at the entrance to the alley and at their rear property boundary during the school period of 7:30 am-3:30 pm, M-F during the school year. Goedken seconded. Roll call vote was: Ayes: Phelan, Goedken and Brenneman. Nays: Brighton, Langerman and Ellwood. Motion failed. Brighton moved to approve Option #3 - Make the alley one way to the South. The City would install a DO NOT ENTER sign at the alley entrance on 3rd Street which would limit two-way traffic. The school would still continue to barricade the alley using cones from 7:30-3:30 M-F during the school year. Langerman seconded. Roll call vote was: Ayes: Brighton and Langerman, Navs: Ellwood, Brenneman, Phelan and Goedken. Motion failed. Smith would like to see better barricades used to block off the alley, at Sacred Heart's expense. Goedken moved to approve Option #1 - Make no changes to the current alley. The school will still continue to place cones and barricades at the entrance to the alley and at their rear property boundary during the school period of 7:30am-3:30pm M-F during the school year. Phelan seconded. Roll call was unanimous, except Brighton who voted nav.

Farnum updated Council on the sewer jet and stated the tank is beginning to get pin holes due to the corrosion and we are not getting the life out the of sewer jet as staff had hoped. Farnum advised staff was hoping to hold off on the purchase of a sewer jet until the Wastewater Facility Project was complete and use any available grant funds to purchase it. However, due to the amount of change orders, it does not look like there will be an excess of grant funding available. After much discussion, Council advised they would

Regular Council Meeting October 20, 2025

like to see more quotes on both new and used equipment, more information on the units and if any grants are available to purchase the sewer jet.

Goedken moved to approve Ordinance # 783 Amending the Code of Ordinances of the City of Monticello, Iowa, by amending Provisions Pertaining to Chapter 165 "Zoning Regulations", Section 23, Fences, second reading in title only. Brighton seconded. Roll call was unanimous.

Peach reported upon further investigation; it was determined that the Cemetery fence is located a foot inside the City's lot line. Cemetery Board will be discussing further and bring their recommendation back to the Council.

Farnum reported Jones County Economic Development and Prosperity Eastern Iowa is inviting local and state leaders for the 2025 PDI Legislative Roundtable at Camp Courageous Durgin Pavillion on November 5th from 9 AM to 11 AM.

Goedken reminded everyone that the Fire Department is having their Steak Supper on November 1st.

Brehm reported the Library will be closing at 4 PM for Treats on the Street and will also close at 5 PM on Halloween.

Lynch reported the ambulance service received a \$10,000 donation from Elizabeth Bartels Estate.

Brighton moved to adjourn the meeting at 6:47 P.M.

	Wayne Peach, Mayor	
Sally Hinrichsen, City Clerk/Treasurer		

PAYROLL - OCTOBER 30, 2025

DEPARTMENT	GROSS PAY		OT PAY	COMP HRS. ACCRUED	COMP TOTAL	ı	NET PAY
AMBULANCE	October 13 - 26, 2025						
Chris Bell	\$ 447.73	\$	-	0.00	0.00	\$	385.12
Brian Bronemann	565.57		-	0.00	0.00		486.47
Jamie Coleman	2,328.80		-	0.00	24.00		1,850.43
Jordan Fullerton	742.31		-	0.00	0.00		638.50
Quinn Hansen	1,349.28		-	0.00	0.00		1,056.84
Mason Hanson	1,091.63		-	0.00	0.00		874.63
Jayna Koffron	674.64		-	0.00	0.00		580.29
Lori Lynch	3,457.51		-	0.00	0.00		2,336.16
Coletta Matson	2,547.13		218.33	0.00	20.25		1,807.60
Sky Monty	1,883.54		84.34	0.00	0.00		1,390.21
Shirlee Scott	2,328.80		-	0.00	0.00		1,754.41
Reggie Welter	772.12		-	0.00	0.00		639.57
Cora Wheeler	1,010.03	_	-	0.00	0.00	- —	813.45
TOTAL AMBULANCE	\$ 19,199.09	\$	302.67	0.00	44.25	\$	14,613.68
CEMETERY	October 13 - 26, 2025						
Dan McDonald	\$ 2,292.47 \$ 2,292.47	\$	82.86	0.00	0.00	\$	1,758.35
TOTAL CEMETERY	\$ 2,292.47	\$	82.86	0.00	0.00	\$	1,758.35
CITY HALL	October 13 - 26, 2025						
Cheryl Clark	\$ 2,409.65	\$	11.24	0.00	16.50	\$	1,713.54
Russ Farnum	3,911.53		-	0.00	0.00		2,655.71
Sally Hinrichsen	3,326.38		-	0.00	0.00		2,235.63
Nanci Tuel	2,282.40		-	0.00	0.00		1,780.10
TOTAL CITY HALL	\$ 11,929.96	\$	11.24	0.00	16.50	\$	8,384.98
LIBRARY	October 13 - 26, 2025						
Faith Brehm	\$ 1,914.40	\$	-	0.00	0.00	\$	1,460.03
Molli Hunter	1,436.00		-	0.00	0.00		1,151.04
Penny Schmit	1,724.80			0.00	0.00		1,257.36
TOTAL LIBRARY	\$ 5,075.20	\$	-	0.00	0.00	\$	3,868.43
MBC	October 13 - 26, 2025	;					
Milo Breitbach	\$ 1,750.00	\$	-	0.00	0.00	\$	1,342.87
Kara Burrack	1,344.00		-	0.00	0.00		1,156.64
Jacob Oswald	2,642.88			0.00	0.00		2,035.42
TOTAL MBC	\$ 5,736.88	\$	-	0.00	0.00	\$	4,534.93
POLICE	October 13 - 26, 2025	5					
Dawn Graver	\$ 2,992.80	\$	-	0.00	0.00	\$	2,263.77
Erik Honda	2,932.80		-	0.00	0.00		2,189.91
Jordan Koos	3,408.67		72.73	0.00	18.00		2,320.34
Cole Millard	2,913.80		-	0.00	0.00		2,245.68
Keanan Shannon	3,083.64		-	0.00	0.00		2,375.97
Britt Smith	3,732.72		-	0.00	0.00		2,812.10
Madonna Staner	1,925.60		-	0.00	0.00		1,438.01
Brian Tate	3,489.36			0.00	0.00		2,563.00
TOTAL POLICE	\$ 24,479.39	\$	72.73	0.00	18.00	\$	18,208.78

PAYROLL - OCTOBER 30, 2025

DEPARTMENT	GF	ROSS PAY	0	T PAY	COMP HRS. ACCRUED	COMP TOTAL	1	NET PAY
ROAD USE	Octobe	er 13 - 26, 2025						
Zeb Bowser	\$	2,169.60	\$	-	0.00	12.00	\$	1,679.87
Jacob Gravel		2,169.60		-	0.00	15.00		1,628.33
Nick Kahler		2,687.50		-	0.00	0.00		1,960.74
Jasper Scott		2,169.60		-	0.00	0.00		1,751.28
TOTAL ROAD USE	\$	9,196.30	\$	-	0.00	27.00	\$	7,020.22
SEWER	September 2	7 - October 10,	2025					
Jim Tjaden	\$	364.73	\$	-	0.00	0.00	\$	246.71
TOTAL SEWER	\$	364.73	\$	-	0.00	0.00	\$	246.71
WATER September 27 - October 10, 2025								
Scott Hagen	\$	2,389.60	\$	-	0.00	26.25	\$	1,894.63
Josh Willms		2,229.60		-	3.00	42.75		1,874.54
TOTAL WATER	\$	4,619.20	\$	-	3.00	69.00	\$	3,769.17
TOTAL - ALL DEPTS.	\$	82,893.22	\$	469.50	3.00	174.75	\$	62,405.25

	VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total	CHECK CHECK# DATE
	GENERAL POLICE DEPARTMENT ANTHONY TATMAN INFRASTRUCTURE TECHNOLOGY IOWA STATE PRISON INDUSTRIES JONES COUNTY SHERIFFS OFFICE MONTICELLO COMM SCHOOL DISTRC	PD MINOR EQUIPMENT PD JCERT EXPENSES	200.00 75.00 91.01 2,000.00 847.91	0 5 0	
	110	POLICE DEPARTMENT TOTAL	3,213.9	6	
	STREET LIGHTS ALLIANT ENERGY-IES	E 1ST STREETLIGHTS	4,983.9	4 	
	230	STREET LIGHTS TOTAL	4,983.9	4	
	AQUATIC CENTER INFRASTRUCTURE TECHNOLOGY	POOL 3CX ANNUAL LICENSE	75.00	0	
	440	AQUATIC CENTER TOTAL	75.00	0	
	CEMETERY JOHN DEERE FINANCIAL MONTICELLO COMM SCHOOL DISTRC ST LUKES JONES REGIONAL		43.70 174.84 58.6	4	
	450	CEMETERY TOTAL	277.2	1	
	ATTORNEY LYNCH DALLAS, P.C.	ATTORNEY FEES	400.00	0	
	641	ATTORNEY TOTAL	400.00	0	
	CITY HALL/GENERAL BLDGS E.O. JOHNSON CO INC HOLIDAY INN AIRPORT INFRASTRUCTURE TECHNOLOGY JOHN DEERE FINANCIAL JONES COUNTY TOURISM ASSOC SPAHN & ROSE LUMBER CO INC	CH COPIER MAINTENANCE CH TRAVEL - HINRICHSEN CH 3CX ANNUAL LICENSE CH BLDG REPAIR/MAINT CH CONTRIBUTION CH BUILDING SUPPLIES	284.9/ 423.3/ 300.0/ 6.9/ 2,984.8/ 161.8/	6 0 9 4	
	650	CITY HALL/GENERAL BLDGS TOTAL	4,161.99	9	
	001	GENERAL TOTAL	13,112.10	0	
APCLAIRP 04.22.22	MONTICELLO BERNDES CENTER PARKS ACCESS TECHNOLOGIES INC SKYLAR R CHRISTENSEN FAREWAY STORES #840-1 INFRASTRUCTURE TECHNOLOGY JOHN DEERE FINANCIAL MONTICELLO COMM SCHOOL DISTRC' MONTICELLO SPORTS City	MBC RICOH COLOR PRINTER MBC VOLLEYBALL CONCESSIONS MBC CONCESSIONS MBC 3CX ANNUAL LICENSE MBC BUILDING SUPPLIES T MBC FUEL MBC VOLLEYBALL SHIRTS OF MONTICELLO	2,818.6 45.00 43.8 75.00 79.90 101.4 975.40	0 9 0 6 3	OPER: CC

	VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total	CHECK CHECK# DATE
	SPAHN & ROSE LUMBER CO INC ZACHARY D LONG	MBC SPECIAL EVENTS MBC BLDG REPAIR/MAINT	219.13 40.00		
	4:	30 PARKS TOTAL	4,398.48	-	
	00	05 MONTICELLO BERNDES CENTER TOTAL	4,398.48		
	POLICE CANINE UNIT POLICE DEPARTMENT KEANAN SHANNON EMBLEMS INC	PD CANINE SUPPLIES PD CANINE SUPPLIES	47.07 320.50		
	1.	10 POLICE DEPARTMENT TOTAL	367.57	1	
		09 POLICE CANINE UNIT TOTAL	367.57		
	FIRE FIRE MONTICELLO COMM SCHOOL DISTI	RCT FIRE FUEL	138.90		
	1	50 FIRE TOTAL	138.90) 	
	0.	15 FIRE TOTAL	138.90		
	AMBULANCE AMBULANCE BOUND TREE MEDICAL, LLC INFRASTRUCTURE TECHNOLOGY MONTICELLO COMM SCHOOL DISTI NEXT GENERATION PLBG & HTG I UNITY POINT HEALTH	AMB 3CX ANNUAL LICENSE RCT AMB FUEL	866.67 75.00 988.53 117.04 1,004.69		
	10	60 AMBULANCE TOTAL	3,051.93	 	
	0:	16 AMBULANCE TOTAL	3,051.93	-	
	LIBRARY IMPROVEMENT LIBRARY				
	FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS	62.29	-	
	4:	10 LIBRARY TOTAL	62.29		
	0.	30 LIBRARY IMPROVEMENT TOTAL	62.29		
APCLAIRP 04.	INFRASTRUCTURE TECHNOLOGY	LIB PROGRAMS/PROMOTIONS	19.39 4.98 150.00	}	OPER: CC

VENDOR NAME	REFERENCE	AMOUNT	VENDOR CHECK TOTAL CHECK# DATE
MICRO MARKETING LLC	LIB BOOKS	30.20	
410	LIBRARY TOTAL	204.57	-
041	LIBRARY TOTAL	204.57	-
AIRPORT AIRPORT ALLIANT ENERGY-IES MONTICELLO AVIATION INC MONTICELLO COMM SCHOOL DISTRCT	20373 HWY 38 TERMINAL BLDG AIRPORT MANAGER AIRPORT FUEL	499.27 2,750.00 31.00	
280	AIRPORT TOTAL	3,280.27	-
046	AIRPORT TOTAL	3,280.27	-
ROAD USE STREETS ALLIANT ENERGY-IES ROBERT P CLAUSSEN BRIAN CROWLEY AK BROWN ENTERPRISES LLC J&R SUPPLY INC JOHN DEERE FINANCIAL K&S MACHINING AND METAL LAPORTE MOTOR SUPPLY LAWSON PRODUCTS INC TERRY LUX THEODORE KRAUS MONTICELLO COMM SCHOOL DISTRCT SPAHN & ROSE LUMBER CO INC ST LUKES JONES REGIONAL	RU BLDG REPAIR/MAINT	292.45 340.00 787.20 70.00 960.00 201.63 67.44 153.72 158.94 60.00 1,106.68 653.08 140.75 31.56	_
ROAD USE SETASIDE	ROAD USE TOTAL	5,023.45	-
STREETS DORSEY & WHITNEY LLP	RU LEGAL/FINANCIAL ADVISOR FEE	4,000.00	
210	STREETS TOTAL	4,000.00	-
111	ROAD USE SETASIDE TOTAL	4,000.00	-
TIF PROJECT STREETS DORSEY & WHITNEY LLP	TIF PRO FEES - NORTHRIDGE	7,500.00	

VENDOR NAME	REFERENCE		ENDOR CHECK Total Check# Date
210	STREETS TOTAL	7,500.00	
325	TIF PROJECT TOTAL	7,500.00	
CAPITAL IMPROVEMENT CAPITAL PROJECTS			
MMS CONSULTANTS INC	STEPHENS SEWER EXTENSION	433.75	
750	CAPITAL PROJECTS TOTAL	433.75	
332	CAPITAL IMPROVEMENT TOTAL	433.75	
WATER WATER ALLIANT ENERGY-IES HAWKINS WATER TREATMENT JOHN DEERE FINANCIAL MONTICELLO COMM SCHOOL DISTRCT	16540 190TH ST WATER TOWER WATER SYSTEM WATER SUPPLIES WATER FUEL	163.07 300.00 174.69 255.21	
810	WATER TOTAL	892.97	
600	WATER TOTAL	892.97	
SEWER SEWER CASCADE COMMUNICATIONS CO FAREWAY STORES #840-1 STATE OF IOWA - DEPT OF J&R SUPPLY INC JOHN DEERE FINANCIAL LAPORTE MOTOR SUPPLY MONTICELLO COMM SCHOOL DISTRCT	SEWER UTILITIES SEWER LAB SUPPLIES SEWER BOILER INSPECTION SEWER SYSTEM SEWER SUPPLIES SEWER VEHICLE OPERATING SEWER FUEL	99.00 25.92 135.00 500.00 166.71 7.19 255.24	
815	SEWER TOTAL	1,189.06	
610	SEWER TOTAL	1,189.06	
SANITATION SANITATION JONES COUNTY SOLID WASTE MONTICELLO COMM SCHOOL DISTRCT REPUBLIC SERVICES 840	2ND QTR '26 ASSESSMENT SANITATION FUEL RESIDENTIAL GARBAGE SANITATION TOTAL	5,050.00 36.21 25,834.60 30,920.81	
670	SANITATION TOTAL	30,920.81	

VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total C	CHECK HECK# DATE
YARD WASTE SITE SANITATION ALLIANT ENERGY-IES	22411 BUSINESS HWY 151	33.13		
840	SANITATION TOTAL	33.13	-	
675	YARD WASTE SITE TOTAL	33.13	-	
	Accounts Payable Total	74,609.28	_	

CLAIMS REPORT CLAIMS FUND SUMMARY

001 GENERAL 13,112.10 005 MONTICELLO BERNDES CENTER 4,398.48 009 POLICE CANINE UNIT 367.57 015 FIRE 138.90 016 AMBULANCE 3,051.93 030 LIBRARY IMPROVEMENT 62.29 041 LIBRARY 204.57 046 AIRPORT 3,280.27 110 ROAD USE 5,023.45 111 ROAD USE SETASIDE 4,000.00 325 TIF PROJECT 7,500.00 332 CAPITAL IMPROVEMENT 433.75 600 WATER 892.97 610 SEWER 1,189.06
009 POLICE CANINE UNIT 367.57 015 FIRE 138.90 016 AMBULANCE 3,051.93 030 LIBRARY IMPROVEMENT 62.29 041 LIBRARY 204.57 046 AIRPORT 3,280.27 110 ROAD USE 5,023.45 111 ROAD USE SETASIDE 4,000.00 325 TIF PROJECT 7,500.00 332 CAPITAL IMPROVEMENT 433.75 600 WATER 892.97
015 FIRE 138.90 016 AMBULANCE 3,051.93 030 LIBRARY IMPROVEMENT 62.29 041 LIBRARY 204.57 046 AIRPORT 3,280.27 110 ROAD USE 5,023.45 111 ROAD USE SETASIDE 4,000.00 325 TIF PROJECT 7,500.00 332 CAPITAL IMPROVEMENT 433.75 600 WATER 892.97
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600 WATER 892.97
610 SEWER 1,189.06
670 SANITATION 30,920.81
675 YARD WASTE SITE 33.13
TOTAL FUNDS 74,609.28

City Council Meeting Prep. Date: 10/29/2025 Preparer: Russell Farnum



Agenda Item: # 1-4 Agenda Date: 11/03/2025

Communication Page

Agenda Items Description: Urban Renewal Amendment and Development Agreement for Charlie Pinglemeyer LLC (Dr. Lindsey Meyer, Monticello Family Dentistry)

Type of Action Requested: Public Hearing (2) and Resolution (2)				
Attachments & Enclosures: Resolutions, Development Agreement	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue:			

Synopsis: Council previously reviewed a draft Development Agreement with Dr. Lindsey Meyer for construction of a new Dental Office on the former Kum and Go gas station site at South Main and Oak Streets (501 S. Main).

This is a redevelopment project of a formerly blighted property, which has been vacant for at least 10 years. At the October 6 meeting, Council reviewed and "preliminary approved" the draft Agreement, and scheduled the public hearing on the necessary Urban Renewal Plan amendment and draft Agreement.

Dr. Meyer's project will reflect about a \$1 million investment in the heart of Monticello. By redeveloping a former gas station site, it will eliminate a current eyesore and generate about \$27,000 new property tax revenue annually for the County, School District, and City.

The attached draft agreement provides for a 9-year tax rebate, 100% for the first four years, with a reducing amount in the remaining years of the term (90, 80 70, 60 and 50%). In total, this would rebate just shy of \$153,000 to Dr. Meyer over the 9-year period (estimated), depending upon the final valuation of the project. Therefore, the payout cap under this agreement has been set at \$153,000.

Staff Recommendation:

Approval is recommended.

City of Monticello, Iowa

RESOLUTION #

Approving Amendment to Urban Renewal Plan to include Development Agreement and Economic Incentives to Charlie Pingelmeyer LLC (Dr. Lindsey Meyer, Monticello Family Dentistry).

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

WHEREAS, The Council, being been duly advised, has determined it appropriate and desirable to amend the Urban Renewal Plan to include the provision of incentives to be paid to Charlie Pingelmeyer LLC consistent with a draft Development Agreement in return for the construction of a 4300 square foot dental office in the City of Monticello, County of Jones, State of Iowa, at 501 S. Main Street, and

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

WHEREAS, A Public Hearing has been scheduled to allow for public input on the proposed amendments, with appropriate notice published in the Monticello Express for November 3, 2025, and

WHEREAS, The City of Monticello Planning & Zoning Board previously reviewed the proposed amendment at their regular meeting of September 23 and recommended approval, and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council in session this 3rd day of November, 2025, that the proposed amendment to the Monticello Urban Renewal Plan, 2025 Plan Amendment #2, approving an amendment to the plan to provide incentives to the Developer in return for the construction of a 4300 square foot Dental Office to the City of Monticello, County of Jones, State of Iowa, at 501 S. Main Street, as set out fully in a Development Agreement between the Developer and the City to be approved by City Council.

IN TESTIMONY WHEREOF, I have hereunto

	subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 3 rd day of November, 2025.
	Wayne Peach, Mayor
Attest: Sally Hinrichsen, City Clerk/Treasurer	
Sany minicusen, City Clerk/Treasurer	

City of Monticello, Iowa

RESOLUTION NO. 2025-

Approving the Final Development Agreement between City of Monticello and Charlie Pingelmeyer LLC (Dr. Lindsey Meyer, Monticello Family Dentistry) Related to the Development of a Dental Office

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 indebtedness incurred by the City to support an Urban Renewal Project in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into an agreement (the "Development Agreement") with Charlie Pingelmeyer LLC (Dr. Lindsey Meyer, Monticello Family Dentistry) (the "Developer") with respect to the construction of a 4300 square foot Dental Office at 501 S. Main Street, in the City of Monticello, County of Jones, State of Iowa, and

WHEREAS, the Development Agreement provides financial incentives to the Developer for economic development purposes in the form of tax rebate payments, and

WHEREAS, the City Council has previously scheduled and held a public hearing on the proposed Development Agreement, on November 3, 2025, at 6:00 p.m., and

WHEREAS, the City Council finds that the incentives provided Developer under the terms of the Development Agreement serve a public purpose and are otherwise appropriate, and that the Development Agreement should, therefore, be approved;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Monticello, Iowa, on this 3rd day of November, 2025, by the approval of this Resolution, that the proposed Development Agreement between the City of Monticello and Charlie Pingelmeyer LLC, and the incentives offered therein, are hereby approved, and the Mayor and Clerk are hereby authorized to execute both on behalf of the City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 3rd day of November, 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 Charlie Pingelmeyer LLC (the "Developer"), and Dr. Lindsey Meyer, DDS, dba Monticello Family Dentistry, as of the 3rd day of November, 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 4,340 square foot dental office (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 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. <u>Developer Covenants</u>

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 begin construction of said facility within two (2) years of this Agreement and diligently prosecute the same to completion.
- 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, 2028¹, 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" \$82,560.00, 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 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.

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¹ The Developer's Certification by October 15, 2028 will allow the City Clerk to include the amount estimated to be due for the TIF Certification due by December 1, 2028. The Certification will allow the City to receive necessary increment for payments to the developer in 2029.

- 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 Eight Hundred Thousand Dollars (\$800,000.00) (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 incompletion 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 shall not exceed \$153,000 (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 Eight Hundred Thousand Dollars (\$800,000) 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 \$153,000. 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 2028-2029: 100% FY 2029-2030: 100% FY 2030-2031: 100% FY 2031-2032: 100% FY 2032-2033: 90% FY 2033-2034: 80% FY 2034-2035: 70% FY 2035-2036: 60% FY 2036-2037: 50%

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. Prior Agreements. The City finds that any prior Development Agreement pertaining to this Property is hereby released and has no further force and effect in relation to this Property.

C. Administrative Provisions

- 1. <u>Amendment and Assignment</u>: 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. <u>Successors:</u> This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.
- 3. <u>Term:</u> 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. <u>Choice of Law:</u> 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. <u>Force Majeure:</u> 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.

SIGNATURE PAGES FOLLOW

CITY OF MONTICELLO, IOWA

	By
	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City Clerk	
STATE OF IOWA	
COUNTY OF JONES)
Peach and Sally Hinrichsen, t	re me on, 202, the above named Wayne the Mayor and City Clerk, respectively, of the City of Monticello ecuted the foregoing instrument and acknowledged the same.
	Notary Public, State of Iowa
	My commission expires:

FOR Charlie Pingelmeyer LLC

By:	Dr. Lindsey Meyer, Monticello Family Dentistry
By:	Rick Meyer, Organizer, Charlie Pingelmeyer LLC
STATE OF IOWA) COUNTY OF JONES)	
Personally came before me on	, 202, the above named, and to be the person who executed
the foregoing instrument and acknowledge	d the same.
	Notary Public, State of IOWA
	My commission expires:

Exhibit A Legal Description

LEGAL DESCRIPTION OF THE PROPERTY

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

TBD ... Former Kum & Go property (Caseys) at 501 S. Main Street, Parcel # 0227176039

EXHIBIT B

DEVELOPER'S ESTIMATE WORKSHEET

1)	Date of Preparation:
2)	Taxable Valuation of the Property as of, 202
	\$
3)	Base Taxable Valuation of the Property for purposes of the Agreement (September 30,
	2027 - \$ 22,400
4)	Incremental Taxable Valuation of the Property (2 minus 3) \$
5)	Current City Fiscal Year consolidated property tax levy rate for purposes of calculating
	Incremental Property Tax Revenues (the Adjusted Levy Rate) \$ per \$1000
6)	The TIF Value (4) factored by the Adjusted Levy Rate (5);
	x (Estimated Incremental Property Tax
	Revenues)
7)	Property Tax Credits \$
8)	Estimated Incremental Property Tax Revenues (6) less Property Tax Credits (7)
	\$ (Actual Incremental Property Tax Revenues/Developer's Estimate)

EXHIBIT C

Preparer Info: Doug Herman, Lynch Dallas, P.C.; 526 Second Ave S.E., P.O. Box 2457 Cedar Rapids, IA 52406-2457; Phone: 319.365.9101

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (this "Agreement"), dated as of the 16th day of June, 2025, by and among the City of Monticello, Iowa ("City"), Charlie Pingelmeyer LLC (the "Developer"), and Dr. Lindsey Meyer, DDS, dba Monticello Family Dentistry, , and the County Assessor of Jones County ("Assessor").

WITNESSETH

WHEREAS, the Developer owns the real property, the legal description of which is contained in Exhibit A attached hereto ("Property"), which is located in the Monticello Urban Renewal Area in the City; and

WHEREAS, a development agreement (the "Development Agreement"), dated ______, 2025, has been executed between the City and the Developer with respect to construction of an approximate 4300 square foot dental office (the "Project") on the Property; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City, and the Developer desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective no later than January 1, 2028, and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

- 1. Effective January 1, 2028 the minimum actual value which shall be assessed for the Property, considering the improvements to be constructed thereon, shall be Eight Hundred Thousand Dollars (\$800,000.00) until termination of this Agreement.
- 2. The Developer hereby agrees that the assessed valuation (hereinafter referred to as the "Minimum Actual Value") set forth in Section 1 above shall become and remain effective as of January 1, 2028, and throughout the term of this Agreement, regardless of the actual degree of completion or incompletion of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Developer acknowledges that the City has chosen to enter into a Development Agreement with the Developer at least in part because of Developer's agreement to the terms set forth herein related to minimum valuation and assessment.
- 3. The Developer agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Developer further agrees that until this Agreement is terminated it will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.
- 4. This Agreement, and the minimum assessed valuation established herein, shall be effective until such time as the City's obligation to make Payments (as defined in the Development Agreement) has been satisfied in full ("Term").
- 5. Nothing herein shall be deemed to waive the Developer's rights under Section 403.6(19) Code of Iowa, or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value.
- 6. This Agreement shall be promptly recorded with the Jones County Recorder, along with a copy of Iowa Code Section 403.6, same being set forth within Exhibit B attached hereto.
- 7. Developer certifies there are no lienholders of record as of the date of the Agreement.
- 8. Neither the preamble nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Developer, including the Development Agreement.

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.

	Signed and dated thisth day of, 2025.
	City of Monticello, Iowa
Attest:	Wayne Peach, Mayor
Sally Hinrichs	een, City Clerk

FOR Charlie Pingelmeyer LLC

Dr. Lindsey Meyer, Monticello Family Dentistry
Di. Emasey Meyer, Montreeme Family Behasity

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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

TBD ... Former Kum & Go property (Caseys) at 501 S. Main Street, Parcel # 0227176039

EXHIBIT B

Iowa Code Section 403.6 Powers of municipality.

The provisions of this chapter shall be liberally interpreted to achieve the purposes of this chapter. Every municipality shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this chapter, including the following powers in addition to others herein granted:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement: The undersigned assessor, being legally responsible for the assessment of the abovedescribed property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction, or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

CERTIFICATION OF ASSESSOR

the above- described property upon completion of improvements to be made on it, hereby certifies

I, Sarah Benter, the undersigned Assessor, being legally responsible for the assessment of

arah Benter, Assessor for the County of Jones, Iowa.
Notary Public, State of Iowa
ċ

City Council Meeting Prep. Date: 10/28/2025 Preparer: Sally Hinrichsen



Agenda Item: # 5-17 Agenda Date: 11/3/2025

Communication Page

<u>Agenda Items Description:</u> Resolutions appropriating funds necessary to meet City's obligation to various developers pursuant to previously approved Development Agreements

Type of Action Requested: Motion; Resolution; C	Ordinance; Report; Public Hearing; Closed Session
Attachments & Enclosures: proposed Resolutions	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue:

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

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

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

- **5. Royal Flush Truck Wash, Inc.** Corrects current year's estimated appropriation, decreasing it to "actual" rebate down from estimate of \$56,970 to actual of \$56,688 and appropriating 6th year of rebate payment in the estimated amount of \$36,942 for FY '27. (The final Rebate payment will be made in FY '31)
- **6.** Cobblestone Inn & Suites (formerly Boulders Inn). Corrects current year's estimated appropriation, reducing it to "actual" Hotel/Motel tax grant and tax rebate decreasing the estimate of \$43,490 to actual of \$41,007.20, and appropriating \$46,124, the estimated amount for FY '27. (The final Property Tax Rebate Payment will be made in FY '28 and the final Grant payment tied to Hotel/Motel Tax collection will be made in FY '28).
- 7. Orbis Mfg. Corrects current year's estimated appropriation, decreasing it to "actual" rebate down from estimate of \$67,030 to actual \$66,452 and appropriating \$56,786 the estimated amount for FY '27. (The final Rebate Payment will be made in FY '30)

- **8.** Lauren Welter (218 West First Street, Suite A). Corrects current year's estimated appropriation, increasing it to "actual" rebate up from estimate of \$1,044 to actual \$1,060 and appropriating the 7th year rebate payment in the estimated amount \$1,266, for FY '27. (The final Rebate Payment will be made in FY '30)
- **9. Paige Jacobs, LLC. (218 West First Street, Suite B).** Corrects current year's estimated appropriation, increasing it to "actual" rebate up from estimate of \$1,104 to actual \$1,120 and appropriating the 7th year rebate payment in estimated amount \$1,340, for FY '27. (The final Rebate Payment will be made in FY '30)
- **10.** Njs LLC. (218 West First Street, Suite C). Corrects current year's estimated appropriation, decreasing it to "actual" rebate down from estimate of \$1,122 to actual \$1,060 and appropriating the 7th year rebate payment in the estimated amount \$1,266826, for FY '27. (The final Rebate Payment will be made in FY '30)
- 11. MercyCare. Corrects current year's estimated appropriation, decreasing it to "actual" rebate down from estimate of \$14,204 to actual \$14,124 and appropriating the 5th year of rebate payment in the estimated amount of \$16,162, for FY '27. (The final Rebate payment will be made in FY '32)
- **12. McMATT Properties**. Corrects current year's estimated appropriation, decreasing it to "actual" rebate down from estimate of \$8,380 to actual \$8,352 and appropriating the 4th year of rebate payment in the estimated amount of \$9,612, for FY '27. (The final Rebate payment will be made in FY '33)
- 13. BR3 Development LLC. Corrects current year's estimated appropriation, decreasing it to "actual" rebate and grant down from estimate of \$82,414 to actual of \$81,928 and appropriating 6th and final grant payment in the amount of \$20,000, and 4th year of rebate payment in the estimated amount of \$74,462 for FY '27. (The final Property Tax Rebate Payment will be made in FY '38 and the final Grant payment will be made in FY '27).
- **14.** Frontier Warehousing and Oak Street Commercial Cabinets, Inc dba Oak Street Manufacturing. Corrects current year's estimated appropriation, decreasing it to "actual" rebate down from estimate of \$34,754 to actual of \$30,962 and appropriating 3rd year of rebate payment in the estimated amount of \$35,524 for FY '27. (The final Property Tax Rebate Payment will be made in FY '34 and the final Grant payment was made in FY '24).
- **15.** Theisen Real Estate LLC. This appropriation is for the 1st year of rebate payment in the estimated amount of \$126,824, for FY '27. (The final Property Tax Rebate Payment will be made in FY '36).
- **16. Derek Manternach dba Manternach Custom Creations.** Corrects current year's estimated appropriation, increasing it to "actual" rebate up from estimate of \$4,822 to actual \$8,282 and appropriating the 2nd year of rebate payment in the estimated amount of \$9,630, for FY '27.
- 17. **Kwik Trip Inc.** This appropriation is for the 1st and 2nd grant payments for FY '27 due to Kwik Trip Inc, in the amount of \$20,000 each, for FY '27. (The final Grant Payment will be made in FY '30 and first Property Tax Rebate Payment will be made in FY '28).

<u>Staff Recommendation</u>: Staff recommends that the Council approve the proposed Resolutions. (Each Resolution requires a separate approval)

RESOLUTION

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

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

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

WHEREAS, The City, by way of Resolution #2024-165, appropriated \$56,970 to meet the City's obligations for seventh and final grant payment, and fifth year tax rebate payment in FY '26, and

WHEREAS, After final assessments and payment of taxes, the fifth-year rebate came in at \$36,688, resulting in the City's appropriation being long in the amount of \$282, this Resolution correcting the estimate to match the actual fifth year tax rebate, decreasing the rebate appropriation from \$36,970 to \$36,688, thus decreasing the total appropriation for the seventh and final grant payment, and fifth year tax rebate payment for FY '26 from \$56,970 to \$56,688, and

WHEREAS, The Council finds that funds should be appropriated for FY '27 in the amount necessary to meet rebate obligations consistent with the Development Agreement in the following estimated amounts:

1. \$39,942 to be rebated according to the terms of the Development Agreement for sixth year property tax rebate, calculated at the rate of 70% of those taxes determined eligible for rebate in FY '27, said estimate being based upon the FY '25 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay sixth year of rebate payments for FY '27 to Royal Flush Truck Wash Inc. in the estimated amount of \$39,942 and hereby acknowledges the correction of the total appropriation for the seventh and final grant payment, and fifth year tax rebate payment for FY '26 by decreasing the previously estimated sum of \$56,970 to the actual payment of \$56,688.

	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 3 rd day of November, 2025
	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City Clerk/Tr	reasurer

RESOLUTION #

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

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

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

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

WHEREAS, The City, by way of Resolution #2024-166, appropriated \$43,490 to meet the City's obligations related to nineth year grant payment of Hotel/Motel Taxes in FY '25, in the amount of \$25,000; and eighth year tax rebate payments, in the amount of \$18,490; in FY '26 based upon the FY '24 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer, and

WHEREAS, After final assessments and payment of Hotel/Motel tax receipts, the nineth-year grant payments, which was paid in FY '25, related to Hotel/Motel Tax receipts came in at \$22,645.20, being long \$2,354.80 and the eighth-year property tax rebate, came in at \$18,362, being long \$128, with a total appropriation of \$41,007.20 for FY '26. This Resolution correcting the estimate to match the actual grant and rebate, decreasing the appropriation from \$43,490. to \$41,007.20., which includes the nineth grant year payment and eighth year property tax rebate, and

WHEREAS, The Council finds that funds should be appropriated for FY '27 in the amount necessary to rebate sums and to meet grant obligations consistent with the Development Agreement in the following estimated amounts:

- 1. \$24,000 to meet the City's tenth year grant obligations to related to the collection and payment of Hotel/Motel Taxes by Cobblestone Inn from January 1, 2025 to December 31, 2025, with the exact amount of the Hotel/Motel Tax rebate to be determined after the receipt of proof of the collection and payment of said taxes by Cobblestone Inn to the State of Iowa. These grant payments will be paid by the City in FY '26 to Cobblestone, and
- 2. \$22,124 to meet the City's nineth year rebate obligation according to the terms of the Development Agreement for the property tax rebate, calculated at the rate of 60% of those taxes determined eligible for rebate in FY '27, said estimate being based upon the FY '25 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the tenth year, FY '26, of Hotel/Motel Tax grant and nineth year of rebate payments for FY '27 to Cobblestone Inn & Suites in the estimated amount of \$46,124, and hereby acknowledges the nineth-year grant payments, which was paid in FY '25, related to Hotel/Motel Tax receipts came in at \$22,645.20, being long \$2,354.80 and the eighth-year property tax rebate, came in at \$18,362, being long \$128, by decreasing the previously estimated sum of \$43,490 to the actual amount of \$41,007.20, resulting in the City's overall being long in the amount of \$2,482.80.

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 3 rd day of November, 2025.
	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City Clerk	/Treasurer

RESOLUTION #

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

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

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

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

WHEREAS, The City, by way of Resolution #2024-167, appropriated \$67,030 to meet the City's obligations under sixth year tax rebate provisions, for FY '26, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

WHEREAS, After final assessments and payment of taxes, the sixth-year rebate came in at \$66,452 resulting in the City's appropriation being long in the amount of \$578, this Resolution correcting the estimate to match the actual rebate, decreasing the appropriation from \$67,030 to \$66,452, and

WHEREAS, The Council finds that funds should be appropriated for FY '27 in the amount necessary to rebate seventh year estimated taxes amount of \$77,496 as set forth in the Development Agreement, calculated at the rate of 65% of those taxes determined eligible to be rebated according to the terms of the Development Agreement, said estimate being based upon the FY '25 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments by the developer, and

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

obligation to pay the seventh year, FY '27, of rebate payments to Orbis in the estimated amount of \$77,496 and hereby acknowledges the correction of the FY '26 total rebate by decreasing the estimated sum of \$67,030 to the actual amount of \$66,452.

	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 3 rd day of November, 2025.
	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City C	Clerk/Treasurer

RESOLUTION #

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

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

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

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

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

WHEREAS, The City, by way of Resolution #2024-168, appropriated \$1,044 to meet the City's obligations under sixth year tax rebate provisions, for FY '26, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

WHEREAS, After final assessments and payment of taxes, the sixth-year rebate was calculated to be \$1,060, resulting in the City's appropriation being short in the amount of \$16, this Resolution correcting the estimate to match the actual rebate, increasing the appropriation from \$1,044 to \$1,060.

WHEREAS, The Council finds that funds should be appropriated for FY '27 in the amount necessary to rebate sums consistent with the Development Agreement, for the seventh year of said rebates, calculated at the rate of 60% of the incremental property taxes less protected levies eligible to be rebated in the estimated total amount of \$1,266 said estimate being based upon the FY '25 valuation and consolidated tax rates, the exact rebate to be

determined after the receipt of final assessment numbers and tax payments made by the Developer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the seventh year, FY '27, of rebate payments to as set forth in the Development Agreement for 218 West First Street, Suite "A" owned by Lauren Welter, successor owner of the storefront, in the estimated amount of \$1,266 and hereby acknowledge the correction of the FY '26 total rebate by increasing the previously estimated sum of \$1,044 to the actual amount of \$1,060.

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 3rd day of November, 2025.

	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City Clerk/T	reasurer

RESOLUTION #

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

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

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

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

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

WHEREAS, The City, by way of Resolution #2024-169, appropriated \$1,104 to meet the City's obligations under sixth year tax rebate provisions, for FY '26, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

WHEREAS, After final assessments and payment of taxes, the sixth-year rebate was calculated to be \$1,120, resulting in the City's appropriation being short in the amount of \$16, this Resolution correcting the estimate to match the actual rebate, increasing the appropriation from \$1,104 to \$1,120.

WHEREAS, The Council finds that funds should be appropriated for FY '27 in the amount necessary to rebate sums consistent with the Development Agreement, for the seventh year of said rebates, calculated at the rate of 60% of the incremental property taxes less protected levies eligible to be rebated in the estimated total amount of \$1,340 said estimate being based upon the FY '25 valuation and consolidated tax rates, the exact rebate to be

determined after the receipt of final assessment numbers and tax payments made by the Developer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the seventh year, FY '27, of rebate payments to as set forth in the Development Agreement for 218 West First Street, Suite "B" owned by Paige Jacobs LLC, successor owner of the storefront, in the estimated amount of \$1,340 and hereby acknowledge the correction of the FY '26 total rebate by increasing the previously estimated sum of \$1,104 to the actual amount of \$1,120.

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 3rd day of November, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

RESOLUTION #

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

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

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

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

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

WHEREAS, The City, by way of Resolution #2024-170, appropriated \$1,122 to meet the City's obligations under sixth year tax rebate provisions, for FY '26, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

WHEREAS, After final assessments and payment of taxes, the sixth-year rebate was calculated to be \$1,060, resulting in the City's appropriation being long in the amount of \$62, this Resolution correcting the estimate to match the actual rebate, decreasing the appropriation from \$1,122 to \$1,060.

WHEREAS, The Council finds that funds should be appropriated for FY '27 in the amount necessary to rebate sums consistent with the Development Agreement, for the seventh year of said rebates, calculated at the rate of 60% of the incremental property taxes less protected levies eligible to be rebated

in the estimated total amount of \$1,266 said estimate being based upon the FY '25 valuation and consolidated tax rates, the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the Developer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the seventh year, FY '27, of rebate payments to as set forth in the Development Agreement for 218 West First Street, Suite "C" owned by Njs LLC, successor owner of the storefront, in the estimated amount of \$1,266 and hereby acknowledge the correction of the FY '26 total rebate by decreasing the previously estimated sum of \$1,122 to the actual amount of \$1,060.

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 3rd day of November, 2025.

$\overline{\mathbf{W}}$	Vayne Peach, Mayor
Attest:	
Sally Hinrichsen, City Clerk/Treas	surer

RESOLUTION #

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

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

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

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

WHEREAS, The City, by way of Resolution #2024-171, appropriated \$14,204 to meet the City's obligations under fourth year tax rebate provisions, for FY '25, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

WHEREAS, After final assessments and payment of taxes, the fourth-year rebate was calculated to be \$14,124, resulting in the City's appropriation being long in the amount of \$80, this Resolution correcting the estimate to match the actual rebate, decreasing the appropriation from \$14,204 to \$14,124.

WHEREAS, The Council finds that funds should be appropriated for FY '27 in the amount of \$16,162 to be rebated according to the terms of the Development Agreement for the fifth year property tax rebate, calculated at the rate of 75% of those taxes determined eligible for rebate in FY '27, said estimate being based upon the FY '25 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay fifth year of rebate payments for FY '27 to Mercy Care Management, Inc., in the estimated amount of \$16,162 and hereby acknowledge the correction of the FY '26 total rebate by decreasing the previously estimated sum of \$14,204 to the actual amount of \$14,124.

	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 3rd day of November, 2025.
	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City Clerk/	Treasurer

RESOLUTION #

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

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

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

WHEREAS, The City, by way of Resolution #2024-172, appropriated \$8,380 to meet the City's obligations under third year tax rebate provisions, for FY '26, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

WHEREAS, After final assessments and payment of taxes, the third-year rebate was calculated to be \$8,352, resulting in the City's appropriation being long in the amount of \$28, this Resolution correcting the estimate to match the actual rebate, decreasing the appropriation from \$8,380 to \$8,352, and

WHEREAS, The Council finds that funds should be appropriated for FY '27 in the amount of \$9,612 to be rebated according to the terms of the Development Agreement for fourth year property tax rebate, calculated at the rate of 80% of those taxes determined eligible for rebate in FY '27, said estimate being based upon the FY '25 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer, and

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

the City's obligation to pay the fourth year, FY '27, of rebate payments to McMATT Properties, as set forth in the Development Agreement in the estimated amount of \$9,612 and hereby acknowledge the correction of the FY '26 total rebate by decreasing the previously estimated sum of \$8,380 to the actual amount of \$8,352.

	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 3rd day of November, 2025.
	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City	Clerk/Treasurer

RESOLUTION #

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

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

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

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

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

WHEREAS, The City, by way of Resolution #2024-173, appropriated \$20,000 to meet the City's obligations related to fifth year grant payment and \$62,414 to meet the third-year tax rebate payments in FY '26 based upon the FY '24 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer, and

WHEREAS, After final assessments and payment of taxes, the third-year rebate came in at \$61,928 resulting in the City's appropriation being long in the amount of \$486, this Resolution correcting the estimate to match the actual rebate, decreasing the appropriation for fifth year grant payment and the third-year tax rebate payments from \$82,414 to \$81,928, and

WHEREAS, The Council finds that funds should be appropriated in the amount necessary to make the sixth and final grant payment of \$20,000 in addition to the amount necessary to rebate fourth year taxes in the amount of \$74,462 to BR3 Development LLC as set forth in the Development Agreement, for FY '27, calculated at the rate of 100% of those taxes determined eligible to be rebated, according to the terms of the Development Agreement, in the estimated total amount of \$94,462, said estimate being based upon the

FY '25 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments by the developer, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay FY '27 of sixth and final grant and fourth rebate payments to BR3 Development LLC in the estimated amount of \$94,462 as previously set forth herein, and hereby acknowledges the correction of FY '26 grant and FY '26 rebate by decreasing the previously estimated sum of \$82,414 to the actual amount of \$81,928.

	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 3 rd day of November, 2025.
	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City Clerk/Tre	easurer

RESOLUTION

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

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

WHEREAS, The Developer entered into an "Assessment Agreement", pursuant to §403.6 of the Iowa Code fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the proposed project, at not less than one-million two-hundred fifty thousand dollars (\$1,250,000), hereafter referenced as the "Minimum Assessed Valuation" as of January 1, 2023, the first valuation date. It is the stated intention of the Developer that the Minimum Assessed Valuation shall be established on the Jones County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompletion of the Project, and

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

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

WHEREAS, The City, by way of Resolution 2024-174, appropriated \$34,754 to meet the City's obligations under second year tax rebate provisions, for FY '26, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

WHEREAS, After final assessments and payment of taxes, the second-year rebate came in at \$30,792 resulting in the City's appropriation being long in the amount of \$3,962, this Resolution correcting the estimate to match the actual rebate, decreasing the appropriation from \$34,754 to \$30,962, and

WHEREAS, The Council finds that funds should be appropriated for FY '27 in the amount necessary to rebate third year estimated taxes amount of \$35,524 as set forth in the Development Agreement, for FY '27, calculated at the rate of 90% of those taxes determined eligible to be rebated according to the terms of the Development Agreement, said estimate being based upon the FY '25 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments by the developer, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the third year, FY '27, of rebate payments to Frontier Warehousing in the estimated amount of \$35,524 and hereby acknowledges the correction of the FY '26 total rebate by decreasing the estimated sum of \$34,754 to the actual amount of \$30,962.

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 3rd day of November, 2025.

	,	
	Wayne Peach, Mayor	
Attest:		
Sally Hinrichsen, City Cle	rk/Treasurer	

RESOLUTION #

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

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

WHEREAS, The Developer entered into an "Assessment Agreement", pursuant to §403.6 of the Iowa Code fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the proposed project, at not less than one-million seven-hundred fifty thousand dollars (\$1,750,000), hereafter referenced as the "Minimum Assessed Valuation" as of January 1st of the year following the completion of the Project and receipt of an Occupancy Permit from the City of Monticello, or January 1, 2027, whichever occurs first. The Certificate of Occupancy and Compliance is dated October 28, 2024, and

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

WHEREAS, The final bill was submitted for the Environmental Remediation/ Demolition Grant, the amount paid to Theisen Inc on January 4, 2024, was \$161,875, and

WHEREAS, The City did not appropriate or make any property tax rebates to the Developer during FY '26 due to the fact that the property was not substantially completed or assessed at that time. The Council did appropriate fund for the Property Tax Rebate Grant payment for, due to Theisen Inc, in the estimated amount of \$1,272, and

WHEREAS, The Council finds that funds should be appropriated for FY '27 in the amount of \$126,824 to be rebated according to the terms of the Development Agreement for first year property tax rebate, calculated at the rate of 100% of those taxes determined eligible for rebate in FY '27, said estimate being based upon the FY '25 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments made by the developer, and

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

obligation to pay the first year,	FY '27, of rebate payments t	o Theisen Inc, as set forth in
the Development Agreement in	the estimated amount of \$12	26,824.

	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 3 rd day of November, 2025.
	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City Cler	·k/Treasurer

RESOLUTION

Appropriating funds necessary to meet the City's Obligation to Manternach Custom Creations per Development Agreement, dated September 6, 2022

WHEREAS, The Council approved a Development Agreement with Derek Manternach dba Manternach Custom Creations with Resolution #2022-103 dated September 6, 2022, and

WHEREAS, The agreement provided for twenty (20) semi-annual property tax rebates on the improvements over a period of ten (10) years, at percentages set forth in the agreement, and

WHEREAS, The City, by way of Resolution #2024-176, appropriated \$3,460 to meet the City's obligations under first year tax rebate provisions, for FY '26, as set forth within the Development Agreement, said amount being based upon estimated valuations, and

WHEREAS, After final assessments and payment of taxes, the fist-year rebate was calculated to be \$8,282, resulting in the City's appropriation being short in the amount of \$4,822, this Resolution correcting the estimate to match the actual rebate, increasing the appropriation from \$3,460 to \$8,282, and

WHEREAS, The Council finds that funds should be appropriated in the amount necessary to make the second rebate payment to Manternach Custom Creations as set forth in the Development Agreement, for FY '27, calculated at the rate of 95% of those taxes determined eligible to be rebated according to the terms of the Development Agreement, in the estimated total amount of \$9,630, said estimate being based upon the FY '25 valuation and consolidated tax rates, with the exact rebate to be determined after the receipt of final assessment numbers and tax payments by the developer, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the second year, FY '27, of rebate payments to Derek Manternach dba Manternach Custom Creations, as set forth in the Development Agreement in the estimated amount of \$9,630 and hereby

acknowledge the correction of the FY '26 total rebate by increasing the previously estimated sum of \$4,822 to the actual amount of \$8,282.

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 3rd day of November, 2025.

	Wayne Peach, Mayor	
Attest:		
Sally Hinrichsen, City Cl	erk/Treasurer	

RESOLUTION

Appropriating funds necessary to meet the City's Obligation to Kwik Trip Inc per Development Agreement, dated June 16, 2025

WHEREAS, The Council approved a Development Agreement with Kwik Trip Inc with Resolution #2025-84 dated June 16, 2025, and

WHEREAS, The agreement provided for five (5) Grant payments of \$20,000 each, in addition to property tax rebates on the improvements over a period of five (5) years, at percentages set forth in the agreement, and

WHEREAS, The City did not appropriate or make any rebates to the Developer during FY '26 due to the fact that the property was not substantially completed or assessed at that time. Council finds that funds should be appropriated in the amount necessary to make the first and second grant payments for FY '27 due to Kwik Trip Inc, in the amount of \$20,000 each, and.

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

WHEREAS, The Council finds that funds should be appropriated in the amount necessary to make the first and second grant payments in the amount of \$40,000, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the first and second grant payments that will be due under the Development Agreement in the amount of \$40,000.

	subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 3 rd day of November, 2025.
	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City Cle	rk/Treasurer

IN TESTIMONY WHEREOF, I have hereunto

City Council Meeting Prep. Date: 10/30/2025 Preparer: Sally Hinrichsen



Agenda Item: # 18 Agenda Date: 11/18/2024

Communication Page

Agenda Hems Description: Resolution Approving F 1 2027 The Certification			
<u>Type of Action Requested</u> : Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session			
Attachments & Enclosures: Proposed Resolution	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue:		

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

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

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

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

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

In the last ten years, the Council has certified \$725,000 (FY '26), \$650,000 (FY '25), \$550,000 (FY '24), \$500,000 (FY "23), \$700,000 (FY '22), \$600,000 (FY '21), \$210,385 (FY '20). \$750,000 (FY '19), and \$700,000 (FY '16, '17, and '18). This year's certification is proposed to be \$850,000. Total incremental available for collection is approximately \$1,474,746.

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

<u>Staff Recommendation</u>: Staff recommends Council approves the proposed a TIF certification of \$850,000 for FY 2027

RESOLUTION #

Approving FY 2027 TIF Certification

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

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

WHEREAS, The City Council has reviewed the proposal of the City Administrator and City Clerk with regard to a proposed TIF certification, and finds that the City should certify the intent to collect \$850,000 in increment, de-certifying for FY 2027 the balance of increment that could be collected.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby authorize the City Clerk to request the certification of TIF in such an amount as to bring about the collection and deposit into the City TIF fund the sum of \$850,000 for FY 2027.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of

	Done this 3 rd day of November, 2025.
	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City Clerk	 /Treasurer

City Council Meeting Prep. Date: 10/29/2025 Preparer: Russell Farnum



Agenda Item: # 19-21 **Agenda Date:** 11/03/2025

Communication Page

Agenda Items Description:	Easements for Alliant/Interstate Power Company (Jacobs Park and West
Water Tower properties)	

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

Synopsis: Representatives from Alliant/Interstate Power Company (IPC) have approached staff about obtaining easements for some improvements that are planned in the Jacobs Park and Goettsch Addition area (following Arminda Avenue).

The improvements are part of IPC's ongoing goal of "hardening" transmission line routes by relocating the lines underground. This prevents weather-related and accidental outages and provides much more reliable electric service.

<u>Background Information</u>: Three easements are requested. The first bisects Jacobs Park along an imaginary extension of Arminda Avenue from the west corner of Arminda at Brook Street to Arminda near 5th Street.

Two other easements are on the south and east periphery of City property on the west side of Celgo near Arminda (the "west water tower" property). Diagrams are shown on the following page.

Because the line will be underground, there will be no visual impact and very little disturbance to the surface, as the line is directionally bored through the ground (similar to the recent fiber optic cable installations). Staff was concerned about future changes and improvements to Jacobs Park, so we met with representatives from IPC to assure that all of the installations would be placed at least 10 feet deep. This will assure any creek maintenance or improvement, or other physical construction at the park will have minimal chance of conflicting with the power line.

Technically, Jacobs Park is also owned by the Park Board, so Council acceptance of that easement would also be contingent upon Park Board approval of the easement at their next meeting.



Above: Proposed Jacobs Park easement (in red)



Above: Proposed water tower site easements (in red and purple)

Staff Recommendation: Other than the previously-addressed concerns which have been resolved (outlined above), Staff sees no issues or concerns with the proposed easements. Approval is recommended.

RESOLUTION #

Approving Permanent Underground Electrical Line Easement with Interstate Power and Light Company, an Iowa Corporation and direct recordation of same

WHEREAS, The City of Monticello is desirous of extending a trunk sanitary sewer main which will be located on property owned by Interstate Power and Light Company, an Iowa Corporation, and

WHEREAS, Interstate Power and Light Company, an Iowa Corporation has agreed to the terms of, and has granted the Permanent Underground Electrical Line Easement, on property legally described in the attached Easement; and

WHEREAS, The Council finds that the Permanent Underground Electrical Line Easement shall be approved, accepted, and recorded.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the proposed Permanent Underground Electrical Line Easement, and directs the Mayor and City Clerk to execute appropriate documentation to that regard, and further directs that the Permanent Underground Electrical Line Easement be recorded with the Jones County Recorder.

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 3 rd day of November, 2025.
	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City Clerk/Treasure	r

Prepared by: Brenda Koppes – Ulteig Engineers – 1455 Sherman Rd, Hiawatha, IA 52233 (319) 253-7058

Return to: Heather Dee - Interstate Power and Light Company - PO Box 351 - Cedar Rapids, IA 52406 (319) 786-4514

SPACE ABOVE THIS LINE FOR RECORDER

UNDERGROUND ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, <u>Monticello Park Board</u>, ("Grantor(s)"), ADDRESS: 200 E 1st St, Monticello, IA 52310 do(es) hereby warrant and convey unto <u>Interstate Power and Light Company, an Iowa Corporation</u>, its successor and assigns, ("Grantee") a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "Line" or "Lines") for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of Jones, and the State of Iowa:

See Attached Exhibit A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines, under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Project Title: Gill & 1st ST

ERP Activity ID: WO#1040010

Tract No.: 20 REROW No.: 25.01050

Signed this _____ day of _____, 20___. **GRANTOR(S): Monticello Park Board** By: _____ Print Name and Title Print Name and Title **CAPACITY CLAIMED BY SIGNER ALL PURPOSE ACKNOWLEDGMENT** __ INDIVIDUAL ___ CORPORATE STATE OF______) Title(s) of Corporate Officers(s): COUNTY OF ______) ss: N/A On this ______, AD. 20_____, before me, Corporate Seal is affixed No Corporate Seal procured the undersigned, a Notary Public in and for said State, personally appeared ____ PARTNER(s) ____ Limited Partnership General Partnership ___ ATTORNEY-IN-FACT ____ EXECUTOR(s). ____ ADMINISTRÀTOR(s), to me personally known or TRUSTEE(s): ____ GUARDIAN(s) ____provided to me on the basis of satisfactory or CONSERVATOR(s)
OTHER evidence to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. SIGNER IS REPRESENTING: List name(s) of persons(s) or entity(ies): NOTARY SEAL_ (Sign in Ink) (Print/type name) Notary Public in and for the State of ___ My Commission Expires:_____

EXHIBIT A

EASEMENT AREA:

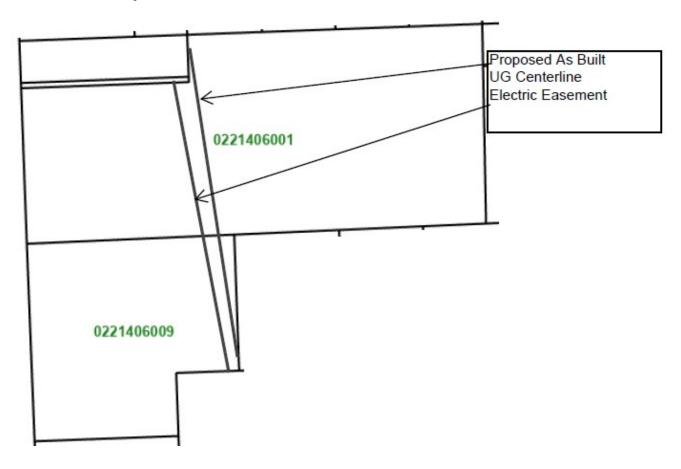
A portion of land for easement purposes being Two and one-half (2 $\frac{1}{2}$) feet in width, lying One and one quarter (1 $\frac{1}{4}$) feet on each side of the centerline, as constructed, described as follows:

The South 191.25 feet of Lot 7 of the Subdivision of the W1/2 SE1/4 of Section 21, Township 86 North, Range 3 West of the 5th P.M., Except the North 45 feet of the West 160 feet thereof, as described in Warranty Deed recorded on January 8, 1975, in Book BA Page 407, in the office of the Recorder in and for Jones County, Iowa.

AND

All of Lot "B" except one foot along the West line of Lot "B", Tower Hill First Addition to City of Monticello, Iowa, as described in Warranty Deed recorded on March 4, 1975, in Book BB Page 242, in the office of the Recorder in and for Jones County, Iowa.

Located in the part of the Southeast Quarter (SE ¼) of Section Twenty-one (21), Township Eighty-six (86) North, Range Three (3) West of the Fifth Principal Meridian, Jones County, Iowa.



City of Monticello, Iowa

RESOLUTION #

Approving Permanent Underground Electrical Line Easement with Interstate Power and Light Company, an Iowa Corporation and direct recordation of same (line running North and South)

WHEREAS, The City of Monticello is desirous of extending a trunk sanitary sewer main which will be located on property owned by Interstate Power and Light Company, an Iowa Corporation, and

WHEREAS, Interstate Power and Light Company, an Iowa Corporation has agreed to the terms of, and has granted the Permanent Underground Electrical Line Easement, on property legally described in the attached Easement; and

WHEREAS, The Council finds that the Permanent Underground Electrical Line Easement shall be approved, accepted, and recorded.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the proposed Permanent Underground Electrical Line Easement, and directs the Mayor and City Clerk to execute appropriate documentation to that regard, and further directs that the Permanent Underground Electrical Line Easement be recorded with the Jones County Recorder.

IN TESTIMONY WHEREOF, I have hereunto

subscribed my name and caused the Great Seal of the

	City of Monticello, Iowa to be affixed hereto. Dor this 3 rd day of November, 2025.
	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City Clerk/Treasure	er

Prepared by: Brenda Koppes – Ulteig Engineers – 1455 Sherman Rd, Hiawatha, IA 52233 (319) 253-7058

Return to: Heather Dee - Interstate Power and Light Company - PO Box 351 - Cedar Rapids, IA 52406 (319) 786-4514

SPACE ABOVE THIS LINE FOR RECORDER

UNDERGROUND ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, <u>Town of Monticello</u>, ("Grantor(s)"), ADDRESS: 200 E 1st St, Monticello, IA 52310 do(es) hereby warrant and convey unto <u>Interstate Power and Light Company</u>, <u>an Iowa Corporation</u>, its successor and assigns, ("Grantee") a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "Line" or "Lines") for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of <u>Jones</u>, and the State of lowa:

See Attached Exhibit A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines, under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Project Title: Gill & 1st ST

ERP Activity ID: WO#1040010

Tract No.: 6

REROW No.: 25.01050

Signed this day o	ot	<u>,</u> 20 <u> </u>
	GRANTOR(S): Town of	Monticello
	Ву:	
	Print Name and Title	
	Ву:	
	Print Name and Title	
ALL PURPOSE ACKNOWLEDGMENT		CAPACITY CLAIMED BY SIGNER
STATE OF)	INDIVIDUAL CORPORATE Title(s) of Corporate Officers(s):
COUNTY OF) ss:	
On this day of, AD. 2 the undersigned, a Notary Public in and f appeared	sis of satisfactory	N/A Corporate Seal is affixed No Corporate Seal procured PARTNER(s) Limited Partnership General Partnership ATTORNEY-IN-FACT EXECUTOR(s), ADMINISTRATOR(s), or TRUSTEE(s): GUARDIAN(s) or CONSERVATOR(s) OTHER
instrument and acknowledged to me that I same in his/her/their authorized capa his/her/their signature(s) on the instrume entity upon behalf of which the person instrument.	icity(ies), and that by nt the person(s), or the	SIGNER IS REPRESENTING: List name(s) of persons(s) or entity(ies):
NOTARY SEAL(Sign in Ink)		
(Print/type name)		
Notary Public in and for the State of		
My Commission Expires:		

EXHIBIT A

EASEMENT AREA:

A portion of land for easement purposes being the East Eight (8) feet And the South Eight (8) feet of that part of the West one half (W ½) of the South East Quarter (SE ¼) of Section Twenty one (21) Tp 86 N of Range 3 to wit; Commencing at the North East corner of land owned by Wm Preston, thence West One hundred and Seventy five feet more or less to the North West corner of land owned by Martha Ireland and Sarah Moore, thence North One hundred and Forty (140) feet more or less, thence East One hundred and Seventy five (175) feet more or less, thence South to place of beginning, as described in Warranty Deed recorded on July 17, 1879, in Book L Page 7, in the office of the Recorder in and for Jones County, Iowa.

Located in the part of the Southeast Quarter (SE ¼) of Section Twenty-one (21), Township Eighty-six (86) North, Range Three (3) West of the Fifth Principal Meridian, Jones County, Iowa.

City of Monticello, Iowa

RESOLUTION #

Approving Permanent Underground Electrical Line Easement with Interstate Power and Light Company, an Iowa Corporation and direct recordation of same (line running East and West)

WHEREAS, The City of Monticello is desirous of extending a trunk sanitary sewer main which will be located on property owned by Interstate Power and Light Company, an Iowa Corporation, and

WHEREAS, Interstate Power and Light Company, an Iowa Corporation has agreed to the terms of, and has granted the Permanent Underground Electrical Line Easement, on property legally described in the attached Easement; and

WHEREAS, The Council finds that the Permanent Underground Electrical Line Easement shall be approved, accepted, and recorded.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the proposed Permanent Underground Electrical Line Easement, and directs the Mayor and City Clerk to execute appropriate documentation to that regard, and further directs that the Permanent Underground Electrical Line Easement be recorded with the Jones County Recorder.

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 3 rd day of November, 2025.
	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City Clerk/Tre	easurer

Prepared by: Brenda Koppes – Ulteig Engineers – 1455 Sherman Rd, Hiawatha, IA 52233 (319) 253-7058

Return to: Heather Dee - Interstate Power and Light Company - PO Box 351 - Cedar Rapids, IA 52406 (319) 786-4514

SPACE ABOVE THIS LINE FOR RECORDER

UNDERGROUND ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, <u>City of Monticello</u>, ("Grantor(s)"), ADDRESS: 200 E 1st St, Monticello, IA 52310 do(es) hereby warrant and convey unto <u>Interstate Power and Light Company</u>, <u>an Iowa Corporation</u>, its successor and assigns, ("Grantee") a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "Line" or "Lines") for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of <u>Jones</u>, and the State of lowa:

See Attached Exhibit A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines, under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Project Title: Gill & 1st ST

ERP Activity ID: WO#1040010

Tract No.: 20 REROW No.: 25.01050

Signed this	day of	, 20
	GRANTOR(S): City	y of Monticello
	Ву:	
	Print Name and	d Title
	Ву:	
	Print Name and	d Title
ALL PURPOSE ACKNOWLEDGMI	<u>ENT</u>	CAPACITY CLAIMED BY SIGNER
STATE OF)	INDIVIDUAL CORPORATE Title(s) of Corporate Officers(s):
COUNTY OF) ss:	
		N/A Corporate Seal is affixed No Corporate Seal procured PARTNER(s) Limited Partnership General Partnership ATTORNEY-IN-FACT
to me personally l orprovided to me or evidence		EXECUTOR(s), ADMINISTRATOR(s), or TRUSTEE(s): GUARDIAN(s) or CONSERVATOR(s) OTHER
to be the persons(s) whose name(s instrument and acknowledged to m same in his/her/their authorized his/her/their signature(s) on the in entity upon behalf of which the instrument.	e that he/she/they executed the capacity(ies), and that by strument the person(s), or the	SIGNER IS REPRESENTING: List name(s) of persons(s) or entity(ies):
NOTARY SEAL(Sign in Ink)		
(Sign in Ink)		
(Print/type name)		
Notary Public in and for the State of		
My Commission Expires:		

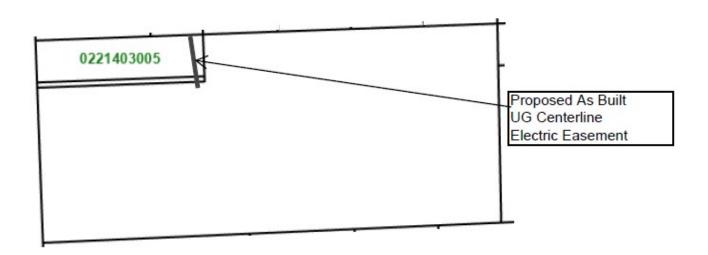
EXHIBIT A

EASEMENT AREA:

A portion of land for easement purposes being Ten (10) feet in width, lying Five (5) feet on each side of the centerline, as constructed, described as follows:

That part of Lot 7, Subdivision of the West Half of Southeast Quarter (W1/2 SE1/4) Section 21, Township 86 North, Range 3 West of the 5th P.M., described as follows: Commencing at the Southwest corner of Lot 11, Jacobs Addition to Monticello, Iowa, thence South 40 feet; thence West 160 feet, more or less, to a point 40 feet South of the Southwest corner of Lot 12; thence North 40 feet; thence East to point of beginning, as described in Quit Claim Deed recorded on October 21, 1959, in Book AT Page 211, in the office of the Recorder in and for Jones County, Iowa.

Located in the part of the Southeast Quarter (SE ¼) of Section Twenty-one (21), Township Eighty-six (86) North, Range Three (3) West of the Fifth Principal Meridian, Jones County, Iowa.



City Council Meeting Prep. Date: 10/28/2025 Preparer: Russell Farnum



Agenda Item: # 22 Agenda Date: 11/03/2025

Communication Page

Agenda Items Description: School District use of Community Center for Wrestling Practice

<u>Type of Action Requested</u> : Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session		
Attachments & Enclosures: Resolution	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue:	

Synopsis: There is growing interest in Wrestling and the School District is short on space and time for wrestling practice. In particular, the Schools are seeing a surge in women's wrestling, which is a growing sport. The District has insufficient space to provide two programs (boys and girls) in all three school levels, and needs to find "reliever space" for practices.

Coach Ryan Luensman reached out about using the Community Center for wrestling practice two or three weekday afternoons per week. These would be scheduled around other events and rentals, particularly Debby's dance classes on Wednesday afternoons. Wrestling participants would set up for practice, and would clean and stow the mats and pick up after practice. Any extra custodial services or supplies would be reimbursed by the School District.

More detail and considerations are outlined in the accompanying request from Coach Luensman.

The City has a longstanding cooperative relationship with the School District and reciprocal 28E agreements on use of the Berndes Center, ball diamonds and other facilities. However, those agreements don't apply to the Community Center. In order to keep the Auditors happy, if Council is amenable, it needs to formally waive the fee through a Resolution.

The District has already provided a certificate of insurance. Staff recommends waiving the rental fees and "trying it out" over the coming season.

Staff Recommendation:

Approval is recommended.

City of Monticello, Iowa

RESOLUTION #

Approving Monticello School District use of Community Center and Waiving Fees for Junior High School Wrestling Practice

WHEREAS, The City of Monticello occasionally allows community groups to use the Community Center at reduced or no cost for uses that promote the City's mission and purpose, and

WHEREAS, the Monticello School District has seen a growing interest in Wrestling for boys and girls, and has insufficient space at School District facilities for practice and training among the various age categories, and for boys and girls, and

WHEREAS, the Monticello School District has requested use of the Community Center on eight (8) weekday afternoons for boys in November and December, and eight (8) weekday afternoons for girls in January and February, and

WHEREAS, the School District is willing to reimburse the City's expenses for housekeeping, custodial and sanitation supplies, and

WHEREAS, both the Monticello School District and the City of Monticello have an interest and purpose in supporting Title IX and promoting equal opportunities in sports for boys and girls, and

WHEREAS, The City Council finds that School District use of the Community Center for wrestling practice in the best interests of the City and charging a fee would only move money from one taxing agency to another, and would not eliminate or reduce any burdens on taxpayers, and the use of the Community Center for wrestling practice at no rental fee cost should, therefore, be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the proposed use of the Community

	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 day of November, 2025.
	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City	Clerk/Treasurer

Monticello Wrestling Community Building Proposal

October 25, 2025

The Monticello Wrestling program would like to use the Monticello Community Building for junior high boys & girls wrestling practices.

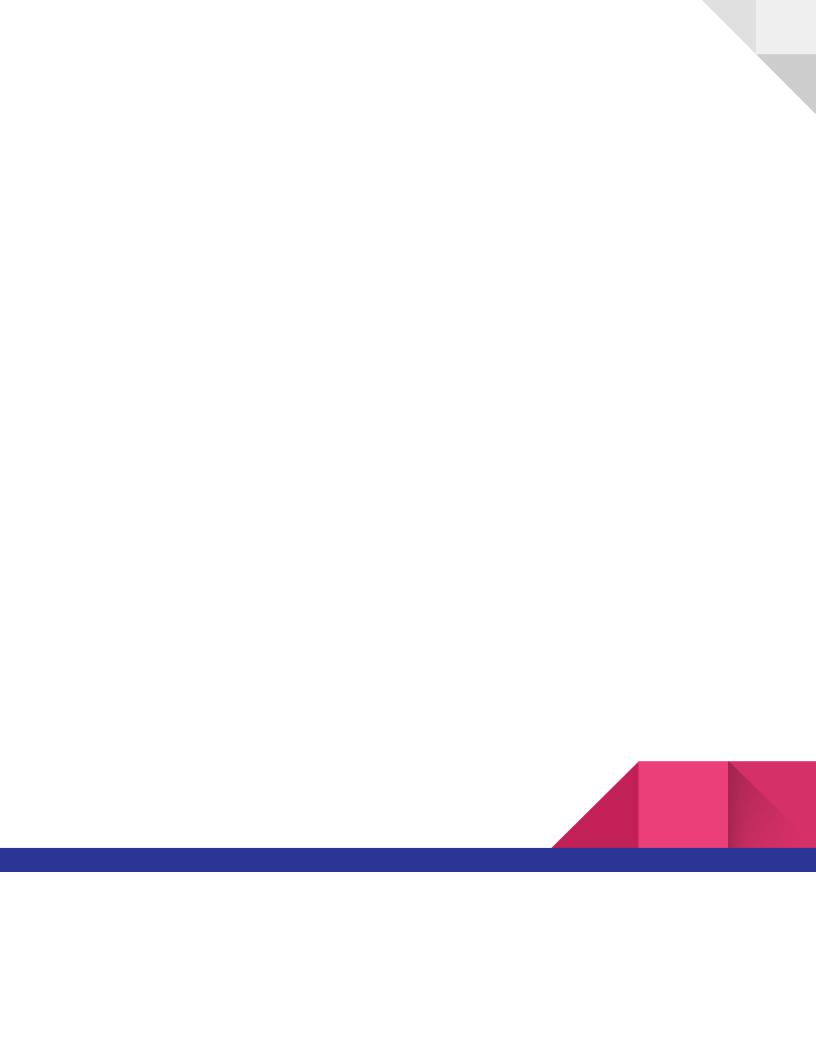
The current room is used by PK-12th graders throughout the Monticello wrestling programs. Having to share with limited space has cut practice times and made the quality of practices difficult. This hurts preparation and maintaining wrestlers difficult. Having access to the community building will provide a safe space to have full and consistent quality practices.

The following guidelines would follow:

- Monticello Wrestling would bring light weight wrestling mats from the Monticello High School to be stored on the stage. These are mats two people can easily carry.
- Practice times usually run 3:30-5:30pm
- In the event of a conflict, city events will have priority.
- The mats would be cleaned & rolled up after practice each night and put back on the stage.
- Any cleaning/restroom supplies could be reimbursed, if needed.
- As of 10-27-2025, we would need access to the community building the following dates for Boys JH Wrestling. Nov 18th, 20th, 21st & 25th Dec 2nd, 5th & 9th
- After Christmas break, JH Girls practices will begin and would need access around the same amount of times. Schedule will be provided prior to the season beginning.
- After JH seasons are completed, light weight mats will be taken back to Monticello High School.
- Wrestlers will be insured and covered by the Monticello Community School District

Thank you,

Ryan Luensman Monticello High School Wrestling Coach



City Council Meeting Prep. Date: 10/30/2025 Preparer: Sally Hinrichsen



Agenda Item: # 23-32 **Agenda Date:** 11/3/2025

Communication Page

Agenda Items Description: Reports	
Type of Action Requested: Motion; Resolution; Or	dinance: Reports: Public Hearing: Closed Session
Attachments & Enclosures:	Fiscal Impact:
	Budget Line Item: Budget Summary: Expenditure: Revenue:

Reports / Potential Actions:

- 23. Mayor
- 24. City Engineer
- 25. City Administrator
- 26. City Clerk
- 27. Public Works Director
- 28. Police Chief
- 29. Water/Wastewater Superintendent
- 30. Park and Recreation Director
- 31. Library Director
- 32. Ambulance Director