

City of Monticello, Iowa

www.ci.monticello.ia.us

Monticello City Council Meeting January 20, 2025 at 6:00 p.m.
Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

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

- **Call to Order – 6:00 P.M.**
- Pledge of Allegiance
- Roll Call
- Agenda Addition/Agenda Approval

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

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

Approval of Council Mtg. Minutes	January	6, 2025
Approval of Council Work Session minutes	January	13, 2025
Approval of Payroll	January	9, 2025
Approval of Bill List		
Approval of Legacy Lanes Alcohol License		

Mayor's Report

Resolutions:

1. **Resolution** Approving Pay Request #8 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$1,910,154.24

2. **Resolution** Accepting the 2024 Volunteer Fire Assistance (VFA) Grants Program and Approving the Memorandum of Understanding
3. **Resolution** Approving Program Independent Contractor Agreement for Park and Rec program “Growing up wild”
4. **Resolution** Approving the hiring of Monticello Park and Recreation part-time Adult Recreation and Special Events Coordinator and setting wages
5. **Resolution** Preliminarily approving Proposed Amendment to Monticello Urban Renewal Plan to include the KwikStar project, and to schedule a Public Hearing on the proposed Urban Renewal Plan amendment for the 17th day of February, 2025, at 6:00 p.m.
6. **Resolution** Preliminarily approving proposed Development Agreement between the City of Monticello and Kwik Trip Inc. and scheduling a Public Hearing on the proposed agreement
7. **Resolution** Approving Roger W. Stephen Voluntary Pre-Annexation Agreement
8. **Resolution** Approving and Accepting the Voluntary Annexation of certain properties generally described as 55 acres of land located on the east side of South Main Street, adjoining the City of Monticello for at least fifty feet and not creating an island, as same is defined within Iowa Code §368.7(2)
9. **Resolution** Scheduling Public Hearing on the proposed Re-Zoning of a portion of the Stephen property to M-1 Industrial, C-3 Commercial, R-1 Residential, R-3 Multiple Family Residential, as may be appropriate, for February 3, 2025 at 6:00 p.m.

Reports / Potential Actions:

10. City Engineer
11. City Administrator
12. Ambulance Director
13. City Clerk
14. Public Works Director
15. Police Chief
16. Water/Wastewater Superintendent
17. Park and Recreation Director
18. Library Director

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

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: January 20, 2025 Council Meeting

Time: Jan 20, 2025 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85485620661>

Meeting ID: 854 8562 0661

One tap mobile

+13126266799,,85485620661# US (Chicago)

+16465588656,,85485620661# US (New York)

Dial by your location

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

Meeting ID: 854 8562 0661

Find your local number: <https://us02web.zoom.us/j/85485620661>

“This employer is an equal opportunity provider & employer”

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

Mayor Wayne Peach called the meeting to order. Council present were: Josh Brenneman, Scott Brighton, Dave Goedken, Candy Langerman, Mary Phelan and Jake Ellwood. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Library Director Faith Brehm, Water/Wastewater Supt. Jim Tjaden, Public Works Director Nick Kahler and Police Chief Britt Smith. The public was invited to attend the meeting in person, or to participate in the meeting electronically via “Zoom Meetings” or “Facebook” and were encouraged to communicate from the chat or message.

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

Langerman moved to approve the consent agenda; Brenneman seconded. Ellwood questioned the invoice amount for the UV bulbs for wastewater facility. Tjaden stated they quoted the bulbs but not the shipping from Canada. Roll call was unanimous.

Mayor reviewed Council procedures related to amending votes, and Mayor Pro Tem presiding over a meeting and voting last. With it being budget time, he wanted to remind Council members to be orderly and to hear all comments before proceeding to a vote. He stated although all council members may not agree with the vote passed, they need to agree to disagree and support the majority vote.

Mayor Peach presented and proclaimed January 2025 as National Human Trafficking Prevention and Awareness Month in the City of Monticello, Iowa.

Goedken moved to approve Resolution #2025-1 Designating the Monticello Express as the Official Publication Newspaper for City of Monticello. Brighton seconded, roll call was unanimous.

Goedken moved to approve Resolution #2025-2 Approving the update of the Two Pole Signs and other signs on the Casey’s site located at 2100 S. Main Street. Ellwood seconded, roll call was unanimous.

Ellwood moved to approve Resolution #2025-3 Approving Plat of Survey to Parcel 2025-01. Langerman seconded, roll call was unanimous.

Brighton moved to approve Resolution #2025-4 Approving Plat of Survey to Parcel 2025-02. Goedken seconded. Roll call unanimous.

Brighton moved to approve Resolution #2025-5 Approving Agreement for Engineering Services Between HDR Engineering, Inc. and the City of Monticello for services and expenses related to the Apron/Taxiway Improvement project. Langerman seconded. Roll call was unanimous.

Farnum discussed dates and times for budget work sessions. Consensus of Council was to have budget work sessions on Monday in January and February 2025, when there was not a Council meeting, starting at 6 PM.

Regular Council Meeting
January 6, 2025

Farnum stated Jones County Economic Development has moved the house onto the foundation on the lot on North Chestnut Street. They are working on the finishing touches and are looking for a buyer. Anyone interested is asked to contact Derek at Jones County Economic Development for more information.

Farnum stated he was working with Hinrichsen on the budget to begin presenting to the Council.

Farnum is working on developments that will be going to Planning & Zoning and then to the Council in the near future.

Farnum advised that he and Park Director Jacob Oswald met with Fair Manager to go over the Fairground gateway project.

Hinrichsen advised she is putting the finishing touches on the request forms to add the Police and Ambulance charges to the Offset Program, if approved.

Hinrichsen stated the Auditors did the field work for City audit in September and are now working on finishing. They have been sending requests for additional information and documents.

Kahler reported the City holiday tree was taking down and hauled to the tree dump. He thanked Randy Mueller for his lift truck used to put up and take down the tree.

Smith advised he emailed Council his year end report

Brehm gave update on the Library usage for the past year and upcoming events at the Library.

Phelan moved to adjourn the meeting at 6:34 P.M.

Wayne Peach, Mayor

Sally Hinrichsen, City Clerk/Treasurer

Special Council Work Session
January 13, 2025, 6:00 P.M.
Community Media Center

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

Council held a budget work session. Farnum present a overview of the budget Fiscal Year 2025/2026, highlighting various aspect of the budget process. No action was taken.

Meeting adjourned at 6:48 P.M.

Wayne Peach, Mayor

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - JANUARY 9, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	December 23, 2024 - January 5, 2025				
Devin Arduser	\$ 964.00	\$ -	0.00	0.00	\$ 764.51
Christian Bell	567.70	-	0.00	0.00	489.02
Brian Bronemann	656.10	-	0.00	0.00	565.17
Jamie Coleman	3,187.80	1,413.72	0.00	2.63	2,465.55
Jordan Fullerton	1,350.66	852.39	0.00	0.00	1,139.18
Austin Koch	213.76	-	0.00	0.00	84.14
Lori Lynch	3,351.54	-	0.00	0.00	2,264.22
Coletta Matson	2,772.00	997.92	0.00	40.50	1,835.38
Chloe Mogensen	221.76	-	0.00	0.00	111.02
Sky Monty	1,710.18	76.58	0.00	0.00	1,305.67
Mandy Norton	422.30	-	0.00	0.00	348.79
Kyle Pierson	235.70	-	0.00	0.00	203.03
Shirlee Scott	3,129.58	991.98	0.00	0.00	2,278.61
TOTAL AMBULANCE	\$ 18,783.08	\$ 4,332.59	0.00	43.13	\$ 13,854.29
CEMETERY	December 23, 2024 - January 5, 2025				
Dan McDonald	\$ 434.45	\$ -	0.00	0.00	\$ 292.74
TOTAL CEMETERY	\$ 434.45	\$ -	0.00	0.00	\$ 292.74
CITY HALL	December 23, 2024 - January 5, 2025				
Cheryl Clark	\$ 2,288.00	\$ -	0.00	15.00	\$ 1,610.47
Russ Farnum	3,711.54	-	0.00	0.00	2,529.47
Sally Hinrichsen	3,192.54	-	0.00	0.00	1,980.62
Nanci Tuel	2,176.80	-	0.00	0.00	1,615.57
TOTAL CITY HALL	\$ 11,368.88	\$ -	0.00	15.00	\$ 7,736.13
FIRE					
Joe Bayne	\$ 208.33	\$ -	0.00	0.00	\$ 192.39
Billy Norton	166.67	-	0.00	0.00	143.57
Johnny Russ	125.00	-	0.00	0.00	115.44
TOTAL FIRE	\$ 500.00	\$ -	0.00	0.00	\$ 451.40
LIBRARY	December 23, 2024 - January 5, 2025				
Faith Brehm	\$ 1,764.00	\$ -	0.00	0.00	\$ 1,352.85
Molli Hunter	1,305.60	-	0.00	0.00	1,055.68
Penny Schmit	1,569.60	-	0.00	0.00	1,128.24
TOTAL LIBRARY	\$ 4,639.20	\$ -	0.00	0.00	\$ 3,536.77
MBC	December 23, 2024 - January 5, 2025				
Grace Dupuy	\$ 1,688.00	\$ -	0.00	0.00	\$ 1,298.70
Jacob Oswald	2,533.92	-	0.00	0.00	1,957.79
TOTAL MBC	\$ 4,221.92	\$ -	0.00	0.00	\$ 3,256.49
POLICE	December 23, 2024 - January 5, 2025				
Dawn Graver	\$ 2,945.60	\$ -	0.00	0.00	\$ 2,192.74
Erik Honda	3,165.12	-	0.00	6.00	2,411.21
Jordan Koos	3,183.96	-	24.00	36.00	2,184.32
Cole Millard	3,434.40	-	0.00	0.00	2,345.11
Keanan Shannon	2,993.76	-	24.00	36.00	2,225.84

PAYROLL - JANUARY 9, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Britt Smith	3,581.31	-	0.00	0.00	2,708.04
Madonna Staner	1,839.20	-	0.00	0.00	1,376.43
Brian Tate	4,366.44	-	0.00	0.00	3,250.80
TOTAL POLICE	\$ 25,509.79	\$ -	48.00	78.00	\$ 18,694.49
ROAD USE	December 23, 2024 - January 5, 2025				
Zeb Bowser	\$ 2,066.40	\$ -	0.00	19.25	\$ 1,603.79
Jacob Gravel	2,066.40	-	0.00	12.88	1,554.81
Nick Kahler	2,578.35	-	0.00	0.00	1,881.06
Jasper Scott	2,066.40	-	0.00	0.63	1,548.96
TOTAL ROAD USE	\$ 8,777.55	\$ -	0.00	32.76	\$ 6,588.62
SEWER	December 21, 2024 - January 3, 2025				
Jim Tjaden	\$ 2,928.12	\$ -	0.00	0.00	\$ 2,165.14
TOTAL SEWER	\$ 2,928.12	\$ -	0.00	0.00	\$ 2,165.14
WATER	December 21, 2024 - January 3, 2025				
Scott Hagen	\$ 2,126.40	\$ -	13.50	60.75	\$ 1,705.53
Josh Willms	2,126.40	-	0.00	49.50	1,441.33
TOTAL WATER	\$ 4,252.80	\$ -	13.50	110.25	\$ 3,146.86
TOTAL - ALL DEPTS.	\$ 81,415.79	\$ 4,332.59	61.50	279.14	\$ 59,722.93

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
BAKER PAPER CO INC	PD BUILDING SUPPLIES		43.68		
ELECTRONIC ENGINEERING CO	PD VEHICLE OPERATING		270.00		
INFRASTRUCTURE TECHNOLOGY	PD COMPUTER SUPPORT FEES		137.99		
IOWA STATE PRISON INDUSTRIES	PD MINOR EQUIPMENT		155.97		
JOHN DEERE FINANCIAL	PD BLDG REPAIR/MAINT		6.02		
MID-STATES ORGANIZED CRIME	PD 2025 MEMBERSHIP		100.00		
MONTECELLO COMM SCHOOL DISTRICT	PD FUEL		978.34		
	110 POLICE DEPARTMENT TOTAL		1,692.00		
STREET LIGHTS					
ALLIANT ENERGY-IES	335 N SYCAMORE STREETLIGHTS		111.74		
	230 STREET LIGHTS TOTAL		111.74		
AQUATIC CENTER					
INFRASTRUCTURE TECHNOLOGY	POOL OFFICE SUPPLIES		30.65		
	440 AQUATIC CENTER TOTAL		30.65		
CEMETERY					
IBEN CONSTRUCTION CO INC	CEM GRAVE OPENINGS - OCT-DEC		925.00		
MONTECELLO COMM SCHOOL DISTRICT	CEMETERY FUEL		99.85		
TRI COUNTY PROPANE LLC	CEMETERY UTILITIES		350.00		
	450 CEMETERY TOTAL		1,374.85		
SOLDIER'S MEMORIAL BOARD					
MEDIACOM	SLDR MEM TELEPHONE		20.12		
	498 SOLDIER'S MEMORIAL BOARD TOTAL		20.12		
CLERK/CITY ADMIN					
MOLLI JENN HUNTER	JANITORIAL SERVICES		332.50		
	620 CLERK/CITY ADMIN TOTAL		332.50		
CITY HALL/GENERAL BLDGS					
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK		269.07		
JOHN DEERE FINANCIAL	CH MEETING SUPPLIES		3.49		
MEDIACOM	CH TELEPHONE		20.12		
SYCAMORE MEDIA CORP	CH ADVERTISING		247.42		
MONTECELLO ROTARY CLUB	CH DUES - FARNUM		160.00		
LASER TECH USA, INC. DBA	CH OFFICE SUPPLIES		29.62		
	650 CITY HALL/GENERAL BLDGS TOTAL		729.72		
	001 GENERAL TOTAL		4,291.58		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MONTICELLO BERNDES CENTER					
PARKS					
MOLLI JENN HUNTER	JANITORIAL SERVICES	315.00			
INFRASTRUCTURE TECHNOLOGY	MBC OFFICE SUPPLIES	69.11			
JOHN DEERE FINANCIAL	MBC LEAGUE SUPPLIES	18.43			
MONTICELLO COMM SCHOOL DISTRICT	MBC FUEL	153.53			
SYCAMORE MEDIA CORP	MBC ADVERTISING	186.80			
MONTICELLO SPORTS	MBC LEAGUE SUPPLIES	750.00			
LASER TECH USA, INC. DBA	MBC BUILDING SUPPLIES	92.62			

	430 PARKS TOTAL		1,585.49		

	005 MONTICELLO BERNDES CENTER TOTAL		1,585.49		
FIRE					
FIRE					
JASON P VERSCHOORE	FIRE LIGHTING UPGRADES	9,923.80			
INFRASTRUCTURE TECHNOLOGY	FIRE COMPUTER SUPPORT FEES	82.98			
MONTICELLO COMM SCHOOL DISTRICT	FIRE FUEL	200.07			

	150 FIRE TOTAL		10,206.85		

	015 FIRE TOTAL		10,206.85		
AMBULANCE					
AMBULANCE					
BAKER PAPER CO INC	AMB BUILDING SUPPLIES	43.68			
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES	1,023.28			
BUSINESS RADIO SALES & SERVICE	AMB RADIO MAINTENANCE	4,777.46			
CREDIT BUREAU SERVICES OF IOWA	AMB COLLECTION COSTS	452.93			
INFRASTRUCTURE TECHNOLOGY	AMB DATA PROCESSING	44.65			
IOWA DEPT OF HUMAN SERVICES	AMB REFUND	1,237.56			
JOHN DEERE FINANCIAL	AMB BLDG REPAIR/MAINT	6.42-			
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL	788.13			
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	2,164.37			
ZOLL MEDICAL CORPORATION	AMB MEDICAL SUPPLIES	161.00			

	160 AMBULANCE TOTAL		10,686.64		

	016 AMBULANCE TOTAL		10,686.64		
LIBRARY					
LIBRARY					
BAKER & TAYLOR BOOKS	LIB BOOKS	546.57			
CULLIGAN TOTAL WATER -	LIB BUILDING SUPPLIES	26.30			
FAREWAY STORES #840-1	LIB PROGRAMS/PROMOTIONS	19.96			
MOLLI JENN HUNTER	JANITORIAL SERVICES	315.00			
INFRASTRUCTURE TECHNOLOGY	LIB DATA PROCESSING	21.67			
MEDIACOM	LIB TELEPHONE	40.25			
MICRO MARKETING LLC	LIB AUDIO RECORDINGS	133.69			

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	410 LIBRARY TOTAL		1,103.44		
	041 LIBRARY TOTAL		1,103.44		
AIRPORT					
AIRPORT					
ALLIANT ENERGY-IES	20373 HWY 38 AIRPORT ELECTRIC		51.76		
MONTECELLO COMM SCHOOL DISTRICT	AIRPORT FUEL		248.45		
TRI COUNTY PROPANE LLC	AIRPORT UTILITIES		462.14		
	280 AIRPORT TOTAL		762.35		
	046 AIRPORT TOTAL		762.35		
ROAD USE					
STREETS					
CNH CAPITAL	RU EQUIP REPAIR/MAINT		39.54		
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT		372.00		
HOTSY CLEANING SYSTEMS	RU SUPPLIES		210.00		
HUGHES GARAGE & AUTO SALES LLC	RU EQUIP REPAIR/MAINT		152.11		
INFRASTRUCTURE TECHNOLOGY	RU UTILITIES		33.14		
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT		499.06		
K&S MACHINING AND METAL	RU EQUIP REPAIR/MAINT		57.90		
KIMBALL MIDWEST	RU EQUIP REPAIR/MAINT		132.00		
KROMMINGA MOTORS INC	RU EQUIP REPAIR/MAINT		56.23		
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT		263.04		
DAVID B MCNEILL	RU EQUIP REPAIR/MAINT		6.42		
MONTECELLO COMM SCHOOL DISTRICT	RU FUEL		984.05		
SPAHN & ROSE LUMBER CO INC	RU SUPPLIES		526.90		
	210 STREETS TOTAL		3,332.39		
SNOW REMOVAL					
ACCENT CONSTRUCTION	RU SNOW REMOVAL		455.00		
ALL SEASON'S TRUCKING INC	RU SNOW REMOVAL		6,679.06		
BEHREND'S CRUSHED STONE	RU SNOW REMOVAL		2,016.80		
R & B SNOW REMOVAL	RU SNOW REMOVAL		500.00		
	250 SNOW REMOVAL TOTAL		9,650.86		
	110 ROAD USE TOTAL		12,983.25		
PARK IMPROVEMENT					
CAPITAL PROJECTS					
D&S PORTABLES, INC.	PARK IMP - HOLIDAY ON 1ST		250.00		
	750 CAPITAL PROJECTS TOTAL		250.00		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	313 PARK IMPROVEMENT TOTAL		250.00		
WATER					
WATER					
HAWKINS WATER TREATMENT	WATER SYSTEM		549.59		
STATE HYGIENIC LABORATORY	WATER LAB TESTS		58.00		
INFRASTRUCTURE TECHNOLOGY	WATER DATA PROCESSING		31.31		
JOHN DEERE FINANCIAL	WATER EQUIP REPAIR/MAINT		31.70		
MONTECELLO COMM SCHOOL DISTRICT	WATER FUEL		212.81		
	810 WATER TOTAL		883.41		
	600 WATER TOTAL		883.41		
SEWER					
SEWER					
FAREWAY STORES #840-1	SEWER LAB SUPPLIES		15.96		
STATE HYGIENIC LABORATORY	SEWER LAB TESTS		929.00		
INFRASTRUCTURE TECHNOLOGY	SEWER DATA PROCESSING		84.81		
JOHN DEERE FINANCIAL	SEWER SUPPLIES		7.96		
LAPORTE MOTOR SUPPLY	SEWER VEHICLE OPERATING		12.57		
MONTECELLO COMM SCHOOL DISTRICT	SEWER FUEL		212.82		
LASER TECH USA, INC. DBA	SEWER LAB SUPPLIES		79.05		
TRI COUNTY PROPANE LLC	SEWER UTILITIES		2,917.04		
	815 SEWER TOTAL		4,259.21		
	610 SEWER TOTAL		4,259.21		
SANITATION					
SANITATION					
REPUBLIC SERVICES	DUMPSTER COLLECTIONS		17,073.24		
	840 SANITATION TOTAL		17,073.24		
	670 SANITATION TOTAL		17,073.24		
	Accounts Payable Total		64,085.46		

CLAIMS REPORT CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
001	GENERAL	4,291.58
005	MONTICELLO BERNDES CENTER	1,585.49
015	FIRE	10,206.85
016	AMBULANCE	10,686.64
041	LIBRARY	1,103.44
046	AIRPORT	762.35
110	ROAD USE	12,983.25
313	PARK IMPROVEMENT	250.00
600	WATER	883.41
610	SEWER	4,259.21
670	SANITATION	17,073.24

	TOTAL FUNDS	64,085.46



January 9, 2025

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

RE: CONTRACTOR'S APPLICATION FOR PAYMENT #8 - WASTEWATER
TREATMENT PLANT IMPROVEMENTS – BILL BRUCE BUILDERS, INC

Dear Mayor and City Council:

Enclosed for your review and approval is the Contractor's Application for Payment #8 for work completed on the Wastewater Treatment Plant Improvement Project.

Application for Payment includes costs associated with general conditions, continued work on installing rebar, pouring a wall section of the biosolids storage area, storing of equipment for the Aero-mod system, installation of overhead doors, installing the roof on the biosolids building, and electrical work.

I have reviewed the application for payment and find it in agreement with the work completed to date. I, therefore, recommend approval of the Application for Payment #8 in the amount of **\$1,910,154.24** to Bill Bruce Builders, Inc.

Respectfully,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Nick Eisenbacher', is written over a horizontal line.

Nick Eisenbacher, P.E.
Project Engineer

Enclosure: Bill Bruce Builders, Inc Contractor's Application for Payment #8

cc: Karen Howe & David Kull, USDA Rural Development; Russ Farnum and Jim Tjaden City of Monticello

Contractor's Application for Payment

Owner: <u>City of Monticello</u>	Owner's Project No.: <u>120.1109.08</u>
Engineer: <u>Snyder & Associates, Inc.</u>	Engineer's Project No.: <u>120.1109.08</u>
Contractor: <u>Bill Bruce Builders, Inc.</u>	Contractor's Project No.: <u>20231024</u>
Project: <u>Wastewater Treatment Plant (WWTP) Improvements</u>	
Contract: <u>Wastewater Treatment Plant Improvements</u>	
Application No.: <u>8</u>	Application Date: <u>12/27/2024</u>
Application Period: From <u>11/1/2024</u>	to <u>12/31/2024</u>

1. Original Contract Price	\$ 23,448,000.00 -
2. Net change by Change Orders	\$ 763,990.30 -
3. Current Contract Price (Line 1 + Line 2)	\$ 24,211,990.30 -
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 7,678,030.50 -
5. Retainage	
a. <u>5%</u> X <u>\$5,046,452.68-</u> Work Completed	\$ 252,322.63
b. <u>5%</u> X <u>\$2,631,577.82-</u> Stored Materials	\$ 131,578.89
c. Total Retainage (Line 5.a + Line 5.b)	\$ 383,974.74 -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 7,294,128.98 -
7. Less previous payments (Line 6 from prior application)	5,383,974.74
8. Amount due this application	\$ 1,910,154.24 -
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 16,917,861.33 -

Contractor's Certification

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

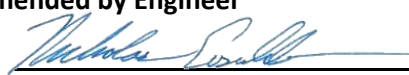
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

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

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

Contractor: Bill Bruce Builders, Inc.

Signature:  **Date:** 12/31/2024

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Project Engineer</u>	Title: _____
Date: <u>1/9/2025</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

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

Application No.: 7 From 11/1/2024 to 12/31/2024 Application Date: 12/31/24

A ITEM #	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED & STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
Original Contract								
1	Insurance - Bond	175,724.00	175,724.00			175,724.00	100%	0.00
2	Insurance - Builders Risk	36,000.00	36,000.00			36,000.00	100%	0.00
3	Insurance - General Liability	135,000.00	135,000.00			135,000.00	100%	0.00
4	Preconstruction	12,000.00	12,000.00			12,000.00	100%	0.00
5	General Conditions - 36 Months	2,002,468.00	389,368.77	55,624.11		444,992.88	22%	1,557,475.12
6	Submittals	50,000.00	45,500.00	2,000.00		47,500.00	95%	2,500.00
7	Concrete Reinforcing	1,207,086.00	238,335.13			238,335.13	20%	968,750.87
8	Cast-In-Place Concrete	950,000.00	141,736.48	46,783.15		188,519.63	20%	761,480.37
9	Rebar Labor	1,000,000.00	150,000.00	35,000.00		185,000.00	19%	815,000.00
10	Concrete - Aeromod	1,610,500.00				0.00	0%	1,610,500.00
11	Concrete - BioSolids	927,500.00	450,000.00	120,000.00		570,000.00	61%	357,500.00
12	Concrete - Generator	12,800.00				0.00	0%	12,800.00
13	Concrete - Controls & UV Building	260,000.00				0.00	0%	260,000.00
14	Concrete - Truck Dump Oil Sand Interceptor	30,000.00				0.00	0%	30,000.00
15	Concrete Paving	130,000.00				0.00	0%	130,000.00
16	Mobilization	300,000.00	45,000.00	30,000.00		75,000.00	25%	225,000.00
17	Placement on Project	179,200.00	37,500.00			37,500.00	21%	141,700.00
18	Digging for Electrical/Concrete around pipes	100,000.00		5,000.00		5,000.00	5%	95,000.00
19	Sluice Gates/Slides Gates Install	50,000.00				0.00	0%	50,000.00
20	Liquid Process Pipe Install	50,000.00				0.00	0%	50,000.00
21	Shaftless Screw Conveyor - Labor	20,000.00				0.00	0%	20,000.00
22	Secondary Containment Scale - Labor	10,000.00				0.00	0%	10,000.00
23	Ploymer Blending and Feed Equipment - Labor	10,000.00				0.00	0%	10,000.00
24	Rotary Press System - Labor	20,000.00				0.00	0%	20,000.00
25	Precast Structural Concrete - Engineering	24,000.00	24,000.00			24,000.00	100%	0.00
26	Precast Structural Concrete - Wall Panels	368,127.00	148,765.35			148,765.35	40%	219,361.65
27	Precast Structural Concrete - 10" Hollowcore	96,927.00				0.00	0%	96,927.00
28	Precast Structural Concrete - 8" Hollowcore	28,760.00	28,760.00			28,760.00	100%	0.00
29	Precast Structural Concrete - Trucking	16,320.00	5,712.00			5,712.00	35%	10,608.00
30	Precast Structural Concrete - Wash	14,100.00				0.00	0%	14,100.00
31	Precast Structural Concrete - Caulking & Grouting	45,500.00				0.00	0%	45,500.00
32	Precast & Steel Erection	199,400.00	35,340.00			35,340.00	18%	164,060.00
33	Masonry	150,000.00	15,000.00			15,000.00	10%	135,000.00
34	Structural Steel Fabrication	199,750.00	107,000.00			107,000.00	54%	92,750.00
35	Rough Carpentry - Labor	66,000.00				0.00	0%	66,000.00
36	Demolition of Metal Panels	12,800.00				0.00	0%	12,800.00
37	Metal Panel Install	45,980.00				0.00	0%	45,980.00
38	EPDM Roofing	192,400.00		138,540.00		138,540.00	72%	53,860.00
39	Sectional Doors	76,462.00		25,487.34		25,487.34	33%	50,974.66
40	FRP Aluminum Hybrid Doors	77,155.00			77,155.00	77,155.00	100%	0.00
41	Aluminum Framed Entrances and Storefronts	30,090.00	1,500.00			1,500.00	5%	28,590.00
42	Painting	124,931.00		49,000.00		49,000.00	39%	75,931.00
43	Specialties	8,030.00				0.00	0%	8,030.00
44	Lab Equipment - End Loader	179,000.00	179,000.00			179,000.00	100%	0.00
45	Lab Equipment - Hotsy Pressure Washer	7,800.00				0.00	0%	7,800.00

46	Refrigerated Composite Sampler	27,500.00				0.00	0%	27,500.00
47	Plumbing / HVAC	499,980.00	92,330.00			92,330.00	18%	407,650.00
48	Electrical - General Conditions (temp pwer, submittals & Mob)	144,025.00	86,415.00	36,006.25		122,421.25	85%	21,603.75
49	Electrical - Service Equipment	675,000.00	87,750.00			87,750.00	13%	587,250.00
50	Electrical - Site Work	310,613.00	31,061.29			31,061.29	10%	279,551.71
51	Electrical - Building Power and Equipment	310,612.00	15,530.60	15,530.60		31,061.20	10%	279,550.80
52	Lagoon Sludge Removal	93,900.00	0.00			0.00	0%	93,900.00
53	SWPPP Installation	43,795.00	2,308.00			2,308.00	5%	41,487.00
54	SWPPP Inspections	14,600.00	3,750.00	700.00		4,450.00	30%	10,150.00
55	Retaining Walls	43,207.00	0.00			0.00	0%	43,207.00
56	MOBILIZATION	219,649.00	64,844.78			64,844.78	30%	154,804.22
57	TOPSOIL STRIP SALVAGE SPREAD	58,971.00	5,710.00			5,710.00	10%	53,261.00
58	SITE GRADING	148,842.00	11,349.00			11,349.00	8%	137,493.00
59	ROCK SURFACING AND SUBBASE	62,214.00	0.00			0.00	0%	62,214.00
60	WATER MAIN AND SERVICES	322,021.00	129,571.98			129,571.98	40%	192,449.02
61	PRV VALVE VAULT	61,312.00	0.00			0.00	0%	61,312.00
62	4" SANITARY FORCE MAIN	34,589.00	0.00			0.00	0%	34,589.00
63	8" SANITARY GRAVITY MAIN	72,519.00	0.00			0.00	0%	72,519.00
64	10" SANITARY FORCE MAIN	19,920.00	0.00			0.00	0%	19,920.00
65	16" SANITARY GRAVITY MAIN	21,984.00	0.00			0.00	0%	21,984.00
66	18" SANITARY GRAVITY MAIN	128,356.00	0.00			0.00	0%	128,356.00
67	SANITARY MANHOLES	254,293.00	0.00			0.00	0%	254,293.00
68	MH-11 DIGESTED SLUDGE PS & VV	94,292.00	0.00			0.00	0%	94,292.00
69	EFFLUENT PS & VV	424,757.00	0.00			0.00	0%	424,757.00
70	BYPASS PUMPING	145,830.00	0.00			0.00	0%	145,830.00
71	STORM SEWER AND DRAIN TILE	59,390.00	0.00			0.00	0%	59,390.00
72	TRUCK DUMP TANK & SANITARY	52,864.00	0.00			0.00	0%	52,864.00
73	STRUCTURE EXCAVATION	334,347.00	38,535.00			38,535.00	12%	295,812.00
74	STRUCTURE BACKFILL	283,748.00	0.00			0.00	0%	283,748.00
75	STRUCTURE SUBBASE	204,903.00	21,929.00			21,929.00	11%	182,974.00
76	DEMO	304,279.00	5,878.57			5,878.57	2%	298,400.43
77	DEWATERING	164,411.00	0.00			0.00	0%	164,411.00
78	Wall Mounted Walkways - Install	34,000.00	0.00			0.00	0%	34,000.00
79	Stop Logs / Stainless Steel Sluices Gates & Slide Gates	94,800.00	0.00			0.00	0%	94,800.00
80	Split-Clarator Secondary Clarifier	688,417.00		688,417.00		688,417.00	100%	0.00
81	Wall Mounted Aerators	371,879.00		371,879.00		371,879.00	100%	0.00
82	Sludge Management	10,959.00				0.00	0%	10,959.00
83	Plant Process Controls	123,612.00				0.00	0%	123,612.00
84	Wall mounted Walkways	308,612.00		308,612.00		308,612.00	100%	0.00
85	Actuagted Valves	93,971.00				0.00	0%	93,971.00
86	Sluice Gates & Hand Lift Stop Plates	21,206.00				0.00	0%	21,206.00
87	Aeration Blower and Controls	649,681.00				0.00	0%	649,681.00
88	Probe Module & Sensor Probes	19,213.00				0.00	0%	19,213.00
89	Clarifier Algae Control	20,857.00				0.00	0%	20,857.00
90	Bio-P Selector Tank Mixing	65,643.00				0.00	0%	65,643.00
91	Installation Materials and Spare Parts	91,750.00		91,750.00		91,750.00	100%	0.00
92	Manufacturer's Services	14,500.00				0.00	0%	14,500.00
93	Freight	14,400.00				0.00	0%	14,400.00
94	Variable Frequency Motor Controllers / Controls / Submersible Pumps	1,514,000.00		926,601.00		926,601.00	61%	587,399.00
95	Fabricated Stainless Steel - Labor	100,750.00	9,125.00	16,344.00		25,469.00	25%	75,281.00
96	Fabricated Stainless Steel - Materials	170,000.00	9,706.08		121,266.82	130,972.90	77%	39,027.10
97	Ultraviolet Disinfection Equipment - Placement for Fabrication	45,897.00				0.00	0%	45,897.00
98	Ultraviolet Disinfection Equipment - Submittals	45,897.00	45,897.00			45,897.00	100%	0.00
99	Ultraviolet Disinfection Equipment - Equipment	45,897.00		45,897.00		45,897.00	100%	0.00
100	Ultraviolet Disinfection Equipment - Start-Up	15,299.00				0.00	0%	15,299.00
101	Girt Classifying & Washer	104,099.00				0.00	0%	104,099.00
102	Chemical Containments & Scales / Polymer Blending & Feed Equipment Checmical Feed / Shaftless Screw Conveyor	280,527.00	135,627.00			135,627.00	48%	144,900.00
103	Liquid Process Piping - Man Holes, Valves, and Piping	190,648.00	12,936.18	19,409.42		32,345.60	17%	158,302.40
104	Fournier - Rotary Press Submittals	75,220.95	75,220.95			75,220.95	100%	0.00
104.1	Fournier - Rotary Press	426,252.05	319,689.04			319,689.04	75%	106,563.01
105	Utility Materials - Piping, valves, vaults	931,480.00	99,597.51			99,597.51	11%	831,882.49
Orginal Contract Totals		\$ 23,448,000.00	\$ 3,706,003.71	\$ 595,424.87	\$ 2,631,577.82	\$ 6,933,006.40	\$ 0.30	\$ 16,514,993.60

Stored Materials Summary

Contractor's Application for Payment

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

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

Application No.: 41 Application Period: From 11/1/2024 to 12/31/2024

Application Date: 12/31/24

A ITEM NO. LUMP SUM TAB	B SUPPLIER INVOICE NO.	C SUBMITTAL NO. (WITH SPECIFICATION SECTION NO)	D DESCRIPTON OF MATERIALS OR EQUIPMENT STORED	E STORAGE LOCATION	F APPLICATION NO NO. WHEN MATERIALS PLACED IN STORAGE	G MATERIALS STORED			H INCORPOATED IN WORK		L TOTAL AMOUNT INCORPOATED IN THE WORK (J+K) (S)	M MATERIALS REMAINING IN STORAGE (I-L) (S)	
						PREVIOUS AMOUNT STORED (S)	AMOUNT STORED THIS PERIOD (S)	AMOUNT STORED TO DATE (G+H) (S)	AMOUNT PREVIOUSLY INCORPORATED IN THE WORK (S)	AMOUNT INCORPORATED IN THE WORK THIS PERIOD (S)			
26	Pay App #1		Wall Panels	Advanced Precast	1	130,359.00		130,359.00	\$	130,359.00		130,359.00	0.00
28	Pay App #2		8" Hollowcore	Advanced Precast	1	28,760.00		28,760.00	\$	28,760.00		28,760.00	0.00
49	Pay App #1		Service Equipment - Electrical Distribution Storage	Westphal & Company	2	40,500.00		40,500.00	\$	40,500.00		40,500.00	0.00
49	Pay App #2		Service Equipment - Electrical Distribution Storage	Westphal & Company	2	25,878.74		25,878.74	\$	25,878.74		25,878.74	0.00
96	Pay App #1		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	3	92,818.94		92,818.94				0.00	92,818.94
40	Pay App #1		FRP Aluminum Hybrid Doors	Opening Specilists, Inc	3	17,226.22		17,226.22				0.00	17,226.22
49	Pay App #2		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	4	15,097.90		15,097.90				0.00	15,097.90
	Pay App #2		FRP Aluminum Hybrid Doors	Opening Specilists, Inc	4	52,780.00		52,780.00				0.00	52,780.00
	Pay App #3		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	5	13,349.98		13,349.98				0.00	13,349.98
	Pay App #6		Ultraviolet Disinfection Equipment	Enaqua	6	45,897.00		45,897.00				0.00	45,897.00
	Pay App #1		Split-Clarator Secondary Clarifier	Aero-Mod	7	688,417.00		688,417.00				0.00	688,417.00
	Pay App #1		Wall mounted Walkways	Aero-Mod	7	308,612.00		308,612.00				0.00	308,612.00
	Pay App #3		FRP Aluminum Hybrid Doors	Opening Specilists, Inc	7	7,148.78		7,148.78				0.00	7,148.78
	Pay App #2		Wall Mounted Aerators	Aero-Mod	8		371,879.00	371,879.00				0.00	371,879.00
	Pay App #2		Installation Materials and Spare Parts	Aero-Mod	8		91,750.00	91,750.00				0.00	91,750.00
	28374		Variable Frequency Motor Controllers / Controls / Sub	Electric Pump	8		926,601.00	926,601.00				0.00	926,601.00
								0.00				0.00	0.00
								0.00				0.00	0.00
								0.00				0.00	0.00
Totals						\$ 1,466,845.56	\$ 1,390,230.00	\$ 2,857,075.56	\$ 225,497.74	\$ -	\$ 225,497.74	\$ 2,631,577.82	

The City of Monticello, Iowa

RESOLUTION

Approving Pay Request #8 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$1,910,154.24

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

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

WHEREAS, Bill Bruce Builders, Inc. has submitted their eighth pay request in the amount of \$1,910,154.24, which has been reduced by the contractually agreed upon 5% retainer, and

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

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the eighth pay request from Bill Bruce Builders, Inc., in the amount of \$1,910,154.24, same reflecting the maintenance of a 5% retainer in the current amount of \$383,974.74 for work completed and stored materials.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 20th day of January 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 01/16/2025
Preparer: Russell Farnum



Agenda Item: # 2
Agenda Date: 01/20/2025

Communication Page

Agenda Items Description: VFA Grant for Fire Department Radios

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution

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

Summary: At the January 13 Worksession, Council indicated they would approve the Fire Department grant for new radios.

This action confirms approval of the grant and approval of the Fire Department to purchase said radios. The grant is in amount of \$4185, and the Monticello Fire Organization is funding the matching grant funds to total \$8370.

Both acceptance of the grant and the purchase exceeding \$5,000 requires Council approval by Resolution as the Council has requested after the discussion of the public works equipment.

The City of Monticello, Iowa

RESOLUTION

Accepting the 2024 Volunteer Fire Assistance (VFA) Grants Program and Approving the Memorandum of Understanding

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

WHEREAS, the City of Monticello Fire Department applied for a grant from the Iowa Department of Natural Resources – Division of Conservation and Recreation – Forestry – Fire Program, which is federally funded through the US Department of Agriculture through the Forest Service Office; and

WHEREAS, the Monticello Fire Department is actively engaged in the prevention and suppression of all fires in and adjacent to rural and suburban area; and

WHEREAS, the Forestry Bureau awarded the Monticello Fire Department the VFA Grant in the amount of \$4,185.00.00 and the Firefighters Organization will pay the City the matching funds in the amount of \$4,185.00 to purchase Six Handheld/ Programable Radios.

NOW THEREFORE, BE IT RESOLVED by the City Council of Monticello, Iowa does hereby accept the 2024 Volunteer Assistance (VFA) Grant in the amount of \$4,185.00 and authorizes the Mayor to sign the Memorandum of Understanding.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 20th day of January, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

November 26, 2024

MONTICELLO FIRE DEPARTMENT
JOE BAYNE
200 EAST FIRST ST
MONTICELLO, IA 52310

Dear Chief Bayne,

The DNR Forestry - Fire Program is pleased to inform you that your application for **2024 Volunteer Fire Assistance Grant** funds was **approved** for the following:

**US Forest Service &
DNR Forestry - Fire Program
2024 VFA GRANT**

**FEDERAL ASSISTANCE APPROVED
\$4,185.00**

FOR: 6 HANDHELD/PROGRAMMABLE RADIOS

No single item purchased at \$5,000 or more is eligible!

To confirm your desire to use this allocation as identified above, you must sign and return the enclosed Memorandum of Understanding by **January 31, 2025**.

RECORD KEEPING

It is necessary for you to keep the following records for state and federal auditing purposes:

1. Copy of the Memorandum of Understanding (MOU) between your department and the DNR Forestry - Fire Program. **(Return original to DNR by January 31, 2025).**
2. Source documents, such as paid invoices, time reports showing hours of volunteer work, copies of cancelled checks or evidence of payment, etc. **All invoices must be dated between October 1, 2023 and June 30, 2025.**
3. Records that show the source of the department funds and how funds were spent on this project.
4. Copy of the **Project Billing Certification Packet** (i.e., Project Billing Certification form, copies of paid invoices, and evidence that invoices have been paid.) **(This packet, with original signatures, must be submitted to the DNR by July 31, 2025)**
5. Accountability records showing current status of equipment over \$1,000 in value purchased under this agreement. All equipment with serial numbers and/or over \$1,000 in value must be recorded. None of this equipment can be sold or disposed of without prior approval of the State Forester for a period of three years.
6. VFA grants are federally funded through **CFDA #10.664 from the US Department of Agriculture through the Forest Service Office**. If your entity is required to have a single audit in accordance with OMB circular A-133, a copy of the audit report will be provided to the DNR if any findings noted are related to the award provided by the DNR. If no findings relate to the DNR award, a notification letter will be provided to the DNR stating findings noted did not relate to the DNR award.

PROJECT BILLING

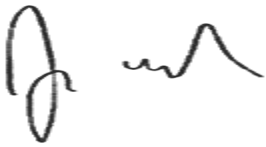
These federal Volunteer Fire Assistance funds are available to you upon submission by mail or email of your completed:

1. **Memorandum of Understanding** (*Submitted to DNR by January 31, 2025*)
2. **Project Billing Certification** form;
3. **Copies of paid invoices** (*dated between October 1, 2023 and June 30, 2025*); and
4. **Evidence that the invoices have been paid.**

Mail or Email To: DNR Forestry - Fire Program
2404 S Duff Ave
Ames IA 50010-8093

Email: fire-program@dnr.iowa.gov

Sincerely,

A handwritten signature in black ink, appearing to read 'J Walker', with a stylized flourish at the end.

Jason Walker
Fire Supervisor - DNR Forestry - Fire Program
Jason.Walker@dnr.iowa.gov

Enclosure: Memorandum of Understanding
Project Billing Certification

2024 Volunteer Fire Assistance (VFA) Grants Program Memorandum of Understanding

This Memorandum of Understanding, is made and entered into this 26th day of **November, 2024**, by and between the Iowa Department of Natural Resources - Division of Conservation and Recreation - Forestry - Fire Program (hereinafter referred to as the "Forestry - Fire Program") and the Monticello Fire Department (hereinafter referred to as the "Grantee").

WITNESSETH THAT:

WHEREAS, the Grantee protects a community of less than 10,000 citizens, and

WHEREAS, the control of timber, grass, and wildland fires in, and adjacent to, rural and suburban areas is essential to an effective fire control program, and

WHEREAS, the Grantee is actively engaged in the prevention and suppression of all fires in and adjacent to rural and suburban area, and

WHEREAS, the Grantee can more adequately carry out this function if additional equipment is available, and

WHEREAS, the Forestry - Fire Program is authorized by Congress to provide such protection agencies with Fiscal Year 2023 Grant Funds for the Volunteer Fire Assistance Program, and

WHEREAS, this VFA grant program provides up to 50% cost-share, not to exceed \$4,500, for the following items requested in the 2024 VFA Application:

6 Handheld/Programmable Radios

No single item purchased at \$5,000 or more is eligible!

The parties to this memorandum of understanding do hereby agree as follows:

THE FORESTRY - FIRE PROGRAM AGREES:

1. To make available, based upon the FY 2024 Grantee application, **\$4,185.00** of **VFA Funds** to the Grantee.
2. Upon receipt of the appropriate **Project Billing documentation**, (to be received by the Forestry - Fire Program **no later than July 31, 2025**), the Forestry - Fire Program will release 50% of the approved project costs up to the amount of the allocation made above.

THE GRANTEE AGREES:

1. **That no single item will be purchased at \$5,000 or more.**
2. To return to the DNR Forestry - Fire Program, 2404 S Duff Ave, Ames IA 50010 or email, fire-program@dnr.iowa.gov, a **signed copy of this Memorandum of Understanding by January 31, 2025**.
3. To submit documentation of only expenditures:
 - that are **less than \$5,000** total value for a single item,
 - that have been paid in full,
 - that are identifiable and in accordance with the approved request and
 - that have been **incurred between October 1, 2023 and June 30, 2025**.
4. To submit the completed **Project Billing Certification** form, copies of **paid invoices**, and **evidence that the invoice has been paid** in accordance with the approved application **no later than July 31, 2025**.
5. That the matching funds have not been derived from any federal source.
6. Grantee is not involved in any court litigation or lawsuits wherein it is alleged by private parties or the United States that persons were, on grounds of race, color, sex, or national origin excluded from

participation in, denied benefits of, or otherwise subject to discrimination in the action or facilities of the Grantee.

7. Since VFA grants are federally funded through CFDA #10.664 from the US Department of Agriculture through the Forest Service Office, if your entity is required to have a single audit in accordance with OMB circular A-133, a copy of the audit report will be provided to the DNR if any findings noted are related to the award provided by the DNR. If no findings relate to the DNR award, a notification letter will be provided to the DNR stating findings noted did not relate to the DNR award.


IT IS MUTUALLY AGREED:

That if an item is purchased at \$5,000 or more, that item will be considered ineligible and no percentage of it will be reimbursed.

That if the completed Project Billing documentation is not received by **July 31, 2025** the allocation will be cancelled and upon cancellation this memorandum of understanding will be null and void.

IN WITNESS WHEREOF, the parties by and through their duly qualified and acting officials have hereunto set their hands.

**FORESTRY - Fire Program
DIVISION OF CONSERVATION AND RECREATION
IOWA DEPARTMENT OF NATURAL RESOURCES**



BY: _____
Jason Walker, DNR Fire Supervisor
Fore Jeff Goerndt, State Forester

Date: November 26, 2024

BY: _____
(Mayor or other official)

Phone: _____

Date: _____

BY: _____
(Fire Chief)

Date: _____

Email: _____

City Council Meeting
Prep. Date: 01/15/2025
Preparer: Jacob Oswald



Agenda Item: #3
Agenda Date: 01/20/2025

Communication Page

Agenda Items Description: Resolution Approving Program Independent Contractor Agreement

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis:

The Parks and Recreation Department is seeking approval of a contract that involves hiring an individual to oversee and expand the *Growing Up Wild* program, focusing on environmental education and youth engagement. The contractor will manage all aspects of the program, retain 80% of registration revenue, and be responsible for acquiring necessary supplies and equipment.

Background Information:

The Parks and Recreation Department is seeking to enter into a contract with an individual to oversee and expand a program formerly known as *Growing Up Wild*. This initiative, rooted in environmental education and youth engagement, aims to inspire curiosity about nature and promote outdoor learning through interactive and age-appropriate activities.

The contractor will assume full responsibility for the program, including developing and delivering a high-quality curriculum, managing program logistics, and creating an engaging experience for participants. The program's success relies on the contractor's ability to organize, prepare, and teach classes while creating a positive and safe learning environment.

Key responsibilities include preparing lesson plans, leading scheduled sessions, managing supplies and equipment, and ensuring facilities are properly set up and secured. The contractor will serve as the sole instructor and is expected to provide necessary materials unless otherwise agreed upon. Collaboration with the Parks and Recreation Department is essential to align the program with broader community goals and standards.

Registration revenue for the program will be split 80/20, with the contractor receiving 80% of the revenue. The contractor is also responsible for the purchase of any equipment or supplies needed for the program.

This contract represents an exciting opportunity for an individual to breathe new life into the program, ensuring it continues to thrive as a valuable resource for environmental education and community enrichment.

Staff Recommendation:

To approve the contract as written.

The City of Monticello, Iowa

RESOLUTION #

Approving Program Independent Contractor Agreement

WHEREAS, the City of Monticello Parks and Recreation Department is seeking approval of a Program Independent Contractor Agreement that involves hiring an individual to oversee and expand the *Growing Up Wild* program, focusing on environmental education and youth engagement, and

WHEREAS, the Parks and Recreation Department desires to hire a contractor will assume full responsibility for the program, including developing and delivering a high-quality curriculum, managing program logistics, and creating an engaging experience for participants. The registration revenue for the program will be split 80/20, with the contractor receiving 80% of the revenue. The contractor is also responsible for the purchase of any equipment or supplies needed for the program, and

WHEREAS, The City Council finds it to be in the City's best interest to approve the Program Independent Contractor Agreement that involves hiring an individual to oversee and expand the *Growing Up Wild* program, focusing on environmental education and youth engagement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Program Independent Contractor Agreement and authorizes the Park and Recreation Department to hire contractor.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 20th day of January, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



Program Independent Contractor Agreement

This agreement by and between Monticello Parks and Recreation (“City”) and
_____ (“Contractor”).

A. PURPOSE

City and Contractor find it beneficial to contract with one another related to Classes/Programming to be offered by Contractor, using City facilities, by mutual agreement and understanding of the Parties as set forth herein.

B. INDEPENDENT CONTRACTOR NOT EMPLOYEE

Contractor understands that no withholdings for social security, medicare, federal or state income tax will be withheld from payments to Contractor by the City. Contractor understands that annual payments to the contractor from the City, if said payments exceed \$600 or IRS dictated amount (amount subject to change based on Internal Revenue Service guidance) will be reported to the Internal Revenue Service (IRS) by way of the appropriate 1099. It is the contractor’s sole responsibility to satisfy any taxes due by the Contractor. City will make no payments to any employees or independent contractors of Contractor, such payments shall be the sole responsibility of Contractor. Contractor is not an employee of the City and no assistants, subcontractors, helpers or any other person in any way involved in Contractor's classes/programs will be a City Employee.

W-9/1099 Information on file

C. HOLD HARMLESS

Contractor shall indemnify, defend and hold harmless the City from and against any and all claims, demands, losses, damages, costs and expenses (including attorneys' fees and expenses at all levels) or death of or injury to any person or damage to any property whatsoever, including death or injury of Contractor or damage to Contractor property, arising out of the Contractor’s negligent acts or omissions, or caused by Contractor or its agents, employees or invitees, unless proximately caused by the negligence of City. City shall not be liable to Contractor for any damage by or from any act or negligence of any co-tenant or other occupant of City property during the use of said City property for purposes of programming and services by Contractor, absent negligence related thereto by City. Contractors agrees to pay for all damage to the City property, if damaged during the course of Contractor programming and services, as well as all damage to any other person or entity caused by misuse or neglect of City property, its apparatus or appurtenances or common areas, by Contractor, Contractor’s employees or independent contractors,

program participants, agents and invitees. The provisions of this **Paragraph** shall survive the termination of this Agreement.

D. BACKGROUND CHECK

Contractor authorizes the City to conduct, and all previous employers to conduct or participate, in a Background Check and agrees to sign an appropriate release with the City to permit such background check. The background check may include an investigation into your personal background, work history, educational credentials and police record. so as to determine your fitness to perform as outlined herein. Decisions regarding your fitness will lie in the sole discretion of the City and shall not be subject to challenge by Contractor.

E.

City shall carry comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence to provide protection against liability arising out of bodily injury and/or property damage that is the result of contractor's negligent or intentional acts. In the event the City of Monticello is required to defend Contractor, itself, or others associated with Contractor or City, based upon claims of negligence or intentional acts of Contractor or others performing services by or under Contractor, not including the City, City staff, City officials, or others not performing services or under contract with Contractor, where Contractor, or others under Contractor are found liable for damages to claimant, Contractor agrees to reimburse the City for any out of pocket deductible paid by City to defend the suit or to pay damages based upon the claim.. City will not provide Workers' Compensation insurance for Contractor or any other person that may be entitled to Workers' Compensation coverage based upon said person's relationship with Contractor. Contractor agrees to provide Workers' Compensation coverage if and when required. If Contractor fails to provide Workers' Compensation coverage to any person and it is later determined that said person was injured and entitled to coverage under Iowa Workers' Compensation laws and City is in any way found liable for expenses, damages, penalties, or other costs or expenses related thereto, Contractor agrees to fully indemnify and hold the City harmless, agreeing to reimburse the City for any and all such costs and expenses.

F. MISCELLANEOUS PROVISIONS

1. Contractor agrees to work with the City Recreation Coordinator regarding class description, location, time of programming, based on location availability, minimum number of registrants necessary to hold the Class, potential combining of classes to reach the required minimum number of registrants, and a price/fee structure for the programming.
2. Contractor is strongly encouraged to participate in seasonal promotional events sponsored by City Parks and Recreation to promote and facilitate growth in Contractor's programming and services, i.e. "Class or Classes"..
3. If any scheduled Class is offered for registration and fails to receive a previously agreed upon minimum number of registrations, the Class will be cancelled and any sums paid

- by registrants will be refunded in full. If the same Class is offered for registration a second time, without receiving the minimum number of registrations, that Class will be cancelled, and not put out for registration in the future absent agreement of Contractor and City Recreation Supervisor that circumstances have changed which warrant a renewed attempt to garner the agreed upon minimum number of registrants.
4. Monticello Parks and Recreation reserves the right to make changes concerning dates, times, location, etc., of any Class(es). Monticello Parks and Recreation reserves the right to terminate this agreement if the required minimum enrollment is not achieved and maintained.
 5. Contractor will teach and supervise all scheduled classes.
 6. Contractor is responsible for preparing the curriculum, leading courses, setting up class space, preparing and, when applicable, returning supplies, equipment [DH1][102], and locking and unlocking facility.
 7. Contractor acknowledges its responsibility to arrive at the appropriate facility so as to be set up and ready for the scheduled Class/Program prior to the scheduled start time of the Class/Program. (Set-up and opening of the building (if applicable), gathering and placing equipment where and as needed.)
 8. Contractor will maintain accurate attendance records, and secure the facility and any equipment upon completion of Class/Program when appropriate.
 9. Contractor will report damage and/or injuries as soon as possible to the City Park and Recreation Director or City Recreation Supervisor and will take immediate steps to document any damage and/or injuries, to collect witness statements, audio or video statements where appropriate, and to otherwise record the event and collect steps to photograph any and ensure that the facility is left in the condition it was found.
 10. Contractor shall be solely responsible for organizing, preparing, and instructing/teaching/presenting to registrants. Contractor agrees to submit Class/Program curriculum and/or lesson plans, when appropriate, to City upon request.
 11. Contractor will provide all necessary supplies unless otherwise agreed upon by City and Contractor.
 12. Any assistants, subcontractors, or others providing assistance to Contractor must execute a signed waiver agreeing to a background check, and clear said background check in advance of any participation in the Class/Program.
 13. Contractor shall, generally speaking, fulfill any and all other duties and responsibilities pertaining to class/program instruction.

14. Contractor will not allow anyone to participate in any class/programming until that person is fully enrolled in the Program.
15. This contract may be terminated by the City at any time, with or without cause. Upon termination, contractor shall only receive compensation proportionate to completed services rendered under said contract, which may require pro-ration.
16. Contractor agrees to follow all policies, procedures, and laws applicable to City employees, including but not limited to harassment/sexual harassment policies, smoking policy and law. While Contractor is NOT AN EMPLOYEE, a copy of the City employee handbook will be provided to Contractor who agrees to abide by all policies set forth therein but for those that can only be interpreted as being applicable to employees, and Contractor further agrees to ensure that all agents, assigns, and/or subcontractors of Contractors are also aware of their responsibility to follow said applicable policies, procedures, and laws. Smoking on City Property, including Parks, is strictly prohibited by Iowa law.
17. Force Majeure: Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, inclement weather, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil unrest, strikes, lockouts or other labor disturbances, omissions or delays in acting by any governmental authority or the other party. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.
18. City reserves the right to cancel or modify a program due to low registrations or for other unforeseen circumstances. If a program meeting(s) is missed due to reasons beyond the control of the City the program meeting may or may not be rescheduled. Reasonable attempts to reschedule will be made prior to cancellation. If a scheduled class/program is cancelled by City the Contractor will not receive compensation for that Class or series of classes and students will receive a refund unless the class/program is rescheduled. A request for cancellation of a Class prior to the commencement of any class, or classes if the class is set up as a series of classes, must be made to the City by contacting the Park and Recreation Director or Recreation Coordinator prior to the commencement of the Class or series of Classes. Requests for cancellation/withdrawal by the Contractor after usage of facility or Cancellation by the Contractor after any Class has commenced, or series of Classes have commenced, may or may not be honored, and may result in forfeiture of all contractual compensation payments for the agreed upon cancelled [Class][DH3][JO4] or series of Classes.

G. Administrative Provisions.

1. Each party represents to the other that the party has full power and authority to enter into this Agreement and that this Agreement is a binding Agreement duly authorized by the governing body of each party.
2. This Agreement represents the entire agreement between the parties and may not be amended or assigned without the express permission of the other party.
3. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
4. 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 the laws of the State of Iowa. Exclusive venue in any legal proceeding related to or arising out of this Agreement shall be the District Court in and for Jones County, Iowa.
5. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term hereof, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable. The inadvertent failure to attach any exhibit (or schedule or addendum) described in this Agreement to the fully executed version hereof shall not render this Agreement invalid, incomplete, or ineffective in any way. Upon notice from one party to the other, City and Contractor shall cooperate in good faith to provide any missing information regarding such missing exhibit, and shall both append the missing exhibit to their respective fully executed original of the Agreement.
6. Unless otherwise set forth in this Agreement, any notice, demand, or request to be given under this Agreement (i) may be given by either party or its attorney or agent, (ii) shall be in writing, and (iii) shall be deemed to have been properly given (a) on the date delivered personally (including by courier), (b) one (1) business day following deposit with a nationally recognized overnight delivery service, (c) three (3) business days following deposit with the United States Postal Service (designated certified mail, return receipt requested, bearing adequate postage and addressed as designated below the signature lines of the Agreement), or (d) upon refusal of delivery by the recipient. Contractor and City address for notices may be changed by ten (10) days prior written notice from time to time. The foregoing notice provisions shall in no way prohibit notices from being given as provided by statute or in the Iowa Rules or Civil Procedure, as the same may be amended from time to time.

7. No failure of either party to enforce any term hereof shall be deemed to be a waiver. The failure of either party to insist at any time upon the strict performance of any covenant or agreement contained herein or to exercise any option, right, power, or remedy contained in this Agreement shall not be construed as a waiver or a relinquishment thereof for the future.
8. Each party to this Agreement has had an opportunity to review this Agreement with their own independent legal counsel prior to executing this Agreement. Accordingly, each party to this Agreement executes this Agreement solely upon the reliance and advice of their own independent legal counsel and has not relied upon any conversation, writing, remark or silence of any other party or legal counsel acting on behalf of any other party hereto.
9. This Agreement shall be construed and enforced according to the laws of the State of Iowa. Each of the parties hereto has independently had the opportunity to fully negotiate the terms hereof and modify the draftsmanship of this Agreement. The terms of this Agreement shall be construed and interpreted without any presumption, inference or rule of law requiring the construction or interpretation of any provision of this Agreement against the interest of the party causing this Agreement to be drafted.

H. Payment Information.

Compensation for services shall be based on:

Per Hour/Match Rate: \$ _____

(MUST SUBMIT AN INVOICE/TIME SHEET FOR AMOUNT DUE)

Flat Fee \$ _____

Percentage Split: 80 % Contractor / 20 % Monticello Parks and Recreation

PAYMENT AMOUNT WILL BE BASED UPON ABOVE PERCENTAGE SPLIT OF NET REVENUE RECEIVED THROUGH PARTICIPANT REGISTRATIONS

CONTRACTOR SHALL BE PAID IN FULL WITHIN 30 DAYS UPON COMPLETION OF SCHEDULED SERVICES/PROGRAMS. CONTRACTOR WILL RECEIVE A 1099 AT THE END OF EACH CALENDAR YEAR IN COMPLIANCE WITH IRS REGULATIONS

Contractor has read and understands all of the terms and provisions set forth within the above and foregoing Program Independent Contractor Agreement and agrees to be bound by them

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below, and same shall be effective as of the date of the last signature below.

Independent Contractor Signature: _____ Date: _____

Print: _____

Address and Phone Number: _____

Park and Recreation Director Signature: _____ Date: _____

Print: _____

Address and Phone Number: _____

City Council Meeting
Prep. Date: 01/13/2025
Preparer: Jacob Oswald



Agenda Item: #4
Agenda Date: 01/20/2025

Communication Page

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

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis:

The Parks and Recreation Department to hire Kara Burrack as the Adult Recreation and Special Events Coordinator.

Background Information:

The Adult Recreation and Special Events Coordinator role is designed to enhance community engagement by offering a wide array of programs and events tailored to adult and family participants. This position focuses on:

- **Adult Recreation Programs:** Developing and managing diverse programs such as sports leagues, wellness workshops, and interest-based groups to promote physical and mental well-being for adults of all abilities and interests.
- **Community-Wide Events:** Planning and executing large-scale events like festivals, recreational tournaments, and seasonal celebrations. The coordinator will oversee every aspect of event planning, including logistics, vendor contracts, volunteer coordination, and post-event evaluations.
- **Vendor & Stakeholder Coordination:** Partnering with local businesses, non-profits, service providers, and volunteers to organize seamless event logistics and ensure safety and compliance standards are met.
- **Building Partnerships:** Establishing and nurturing relationships with community stakeholders to enhance program quality and foster collaborative opportunities that promote community health and engagement.
- **Outreach to Underrepresented Groups:** Ensuring inclusivity by implementing strategies to engage diverse and underrepresented groups, including seniors, individuals with disabilities, and those from lower socioeconomic backgrounds.

This part-time role will begin as a 20-hour-per-week position, with a six-month evaluation to ensure alignment with community needs and objectives.

Staff Recommendation:

To approve the hiring of Kara Burrack to 20 hours/week as Parks and Recreation – Adult Recreation and Special Events Coordinator at an hourly rate of \$20.00/hr.

The City of Monticello, Iowa

RESOLUTION

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

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

WHEREAS, Monticello Park and Recreation desires to hire Kara Burrack, to fill the position of Adult Recreation and Events Coordinator, as a 20-hour-per-week position, at \$20.00 per hour, with a six-month evaluation to ensure alignment with community needs and objectives, and

WHEREAS, Monticello Park and Recreation has also provided the attached Job Description, and

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

NOW, THEREFORE, The Council hereby approves the hiring of Kara Burrack, to fill the position of Adult Recreation and Events Coordinator, and approves the Job Description as noted above.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 20th day of January 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

MONTICELLO PARKS AND RECREATION
ADULT RECREATION AND EVENT COORDINATOR
JOB DESCRIPTION



Department: Parks and Recreation
FLSA Status: Non-Exempt
Written By: Parks and Recreation Director Jacob Oswald
Council review and approval on November 18, 2024

Job Summary: The Adult Recreation and Events Coordinator is responsible for planning, organizing, and overseeing a wide range of adult recreational programs and community events, with a focus on inclusivity and therapeutic activities. The role includes managing the logistics of these programs, working closely with community partners, and ensuring the proper maintenance and use of parks and recreation facilities. This position plays a critical role in enhancing the well-being of the adult population, offering opportunities for physical fitness, social engagement, and community involvement, while also supporting the upkeep of recreational spaces.

Key Responsibilities:

1. Program Development & Coordination

- **Adult Recreation Programs:** Design, implement, and manage diverse adult recreation programs such as fitness classes, sports leagues, wellness workshops, and social clubs. These programs should cater to various interests, abilities, and fitness levels to promote physical and mental well-being.
- **Therapeutic Recreation:** Collaborate with therapists, healthcare professionals, and community groups to develop specialized therapeutic recreation programs aimed at improving the quality of life for individuals with physical, mental, or emotional challenges. Ensure these programs are inclusive and accessible.
- **Logistics & Scheduling:** Oversee the scheduling and coordination of programs, including facility reservations, instructor recruitment, and material procurement. Ensure seamless registration processes and communicate effectively with participants about program details.

- **Evaluation & Improvement:** Regularly assess the effectiveness of programs through participant feedback, surveys, and attendance records. Use this data to enhance program quality, introduce new offerings, or adjust existing ones to better meet community needs.

2. Event Planning & Management

- **Community-Wide Events:** Plan and execute large-scale events such as festivals, recreational tournaments, and seasonal celebrations. Oversee every aspect of event planning, from concept to execution, including logistics, vendor contracts, volunteer coordination, and post-event evaluations.
- **Vendor & Stakeholder Coordination:** Work with local businesses, non-profits, service providers, and volunteers to organize event logistics. Ensure all vendors are briefed on event details and are in compliance with safety and regulatory requirements.
- **Marketing & Promotion:** Create promotional materials and manage the marketing strategy for events, utilizing social media, newsletters, flyers, and community outreach to attract participants and build awareness.
- **Safety & Accessibility:** Ensure that all events adhere to safety regulations, accessibility standards, and risk management protocols. Coordinate with safety personnel as needed to prepare for large-scale or high-profile events.

3. Park and Facility Maintenance

- **Event Setup & Breakdown:** Assist in coordinating the setup and breakdown of facilities and park spaces for events, ensuring that all necessary equipment, seating, and event materials are in place. Collaborate with the Parks Maintenance team to ensure timely preparation and cleanup.
- **Facility Maintenance Collaboration:** Work closely with maintenance/city staff to ensure parks, fields, gymnasiums, and other recreational spaces used for adult programs are safe, clean, and in good working order. Address any immediate maintenance issues during events or activities.
- **Inspections & Reporting:** Conduct regular inspections of recreational facilities and parks to identify maintenance needs or potential hazards. Report necessary repairs and follow up to ensure they are addressed promptly, especially ahead of scheduled programs or events.

- **Park Use Monitoring:** Oversee park usage during events and ensure adherence to park rules, including monitoring crowd control, parking, and trash disposal during and after events.

4. Community Engagement & Outreach

- **Building Partnerships:** Develop and maintain relationships with local businesses, health professionals, non-profit organizations, and other community stakeholders to enhance recreational offerings and event partnerships. Collaborate on joint ventures that promote community health and engagement.
- **Outreach to Underrepresented Groups:** Implement outreach strategies to engage diverse and underrepresented groups in the community, ensuring that programs and events reflect the needs of all adults, including seniors, people with disabilities, and those with lower socioeconomic backgrounds.
- **Customer Service:** Serve as the primary point of contact for adult recreation participants and event attendees, addressing inquiries, resolving concerns, and ensuring a positive experience for all participants.

5. Budgeting & Resource Management

- **Budget Preparation:** Assist in developing and managing the budget for adult recreation programs and events, ensuring cost-effective use of resources while maintaining high-quality offerings. Track expenses, seek cost-saving opportunities, and ensure that financial targets are met.
- **Resource Procurement & Management:** Source and manage all necessary supplies, equipment, and materials for programs and events, including sports equipment, event furnishings, and medical supplies for therapeutic recreation.
- **Sponsorships & Grants:** Identify potential grant opportunities, sponsorships, and partnerships to fund new programs or enhance existing offerings. Assist in applying for grants and managing relationships with sponsors to ensure continued financial support.

Physical, Mental and Environmental Requirements:

- Position requires light work, exerting up to 50 to 70 pounds of force occasionally.
- Some climbing, pulling, kneeling, stooping, crouching, feeling, standing, reaching, hearing, pushing, walking, balancing, lifting, grasping, talking, and repetitive motion is also required on a regular basis.
- Visual perception range includes working at distances close to the eyes.

- Must be able to follow written, oral, or diagrammatic instructions.
- Position requires exposure to both inside and outside conditions and noise. Combination of office work, outdoor activities, and event supervision in parks and recreation facilities.
- Evening and weekend work is required for events and some recreational programs.

Qualifications:

- Bachelor's degree in Recreation, Parks Management, Therapeutic Recreation, Event Management, or a related field (preferred).
- Minimum of 2-3 years of experience in adult recreation programming, therapeutic recreation, or event planning (preferred).
- Proven ability to organize and manage large-scale events or recreation programs, including overseeing staff, volunteers, and participants.
- Strong communication, organizational, and leadership skills.
- Knowledge of facility operations, park maintenance practices, and safety protocols.
- CPR, First Aid, and other relevant certifications are highly preferred.

This role offers an opportunity to have a lasting positive impact on the adult community, promoting wellness, social engagement, and recreational enjoyment through diverse programs and well-organized events. By fostering collaboration and ensuring well-maintained public spaces, the Adult Recreation and Events Coordinator supports community health and happiness.

The duties above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employee agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Acknowledgement

I have carefully read and understand the contents of this job description. I understand the responsibilities, requirements and duties expected of me. I understand that this is not intended to be and is not, therefore, an exhaustive list of all responsibilities, skills, duties, requirements, and/or working conditions associated with the job. While this list is intended to be an accurate reflection of the current job, the City of Monticello reserves the right to revise the functions and duties of the job or to require that additional or different tasks be performed. I understand that I may be required to work overtime, different shifts or hours outside the normally defined workday or workweek. I also understand that this job description does not constitute a contract of employment nor alter my status as an at-will employee. The City of Monticello and I each have the right to terminate my employment at any time and for any legally permissible reason.

Employee's signature date Department Head Date

The City of Monticello is an Equal Opportunity Employer.

City Council Meeting
Prep. Date: 1/15/2025
Preparer: Russell Farnum



Agenda Item: # 5-6
Agenda Date: 01/20/2025

Communication Page

Agenda Items Description: Set Public Hearing(s) on Proposed TIF Addition and Development Agreement for Lot 1 of Welter’s First Addition (KwikStar/Kwik Trip Inc.)

Type of Action Requested: Resolutions Setting Public Hearing(s)

Attachments & Enclosures:

Resolutions

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

Summary: Kwik Trip Inc. has asked the City to provide financial incentives for their proposed new KwikStar facility on the west half of Lot 1 of Welter’s First Addition.

In order to provide such assistance, the City needs to add the proposed development as a project in the Urban Renewal (TIF) Plan, which requires a public hearing. The City will also be asked to adopt a development agreement, which requires its own public hearing. Both hearings would be scheduled for February 17 City Council meeting.

Background: This project is the development of 9000 square foot convenience store, with fuel and separate diesel lanes, on approximately 5 acres of land. The project reflects an investment in Monticello of about 2 million dollars.

By adding the project into the TIF, the City can provide incentives using TIF funding. The City will be paid back in the new taxes generated by the property. The desired incentive package is similar to those provided to neighboring private developments – (including those across the street).

The Planning and Zoning Board will be reviewing this proposal at their meeting of January 28, and their recommendation will be reported in the February 17 Council packet.

Recommendation: Approval of the resolution(s), setting a public hearing to add this as a project in the Urban Revitalization Plan, and setting a public hearing on the Development Agreement, is recommended.

The City of Monticello, Iowa

RESOLUTION #2025-___

**Preliminarily approving Proposed Amendment to Monticello Urban
Renewal Plan to include the KwikStar project, and to schedule
a Public Hearing on the proposed Urban Renewal Plan
amendment for the 17th day of February, 2025, at 6:00 p.m.**

WHEREAS, The City of Monticello is contemplating the entry into a development agreement with Kwik Trip Inc. in relation to the proposed construction of a new KwikStar gas station and convenience store in the City of Monticello, County of Jones, State of Iowa, along Welter Drive in Welter's Addition, and

WHEREAS, The Council is concurrently considering amendments to the Urban Renewal Plan to provide for the granting of incentives to said project, and

WHEREAS, A public hearing must also be scheduled to add the proposed project to the Urban Renewal Plan before the City may utilize TIF to pay for said obligations under the Development Agreement, and

WHEREAS, The Council finds that the land is prime for Economic Development, and that new retail and convenience uses are an important component of Economic Development, and staff is hereby directed to proceed with Urban Renewal Plan amendment, and a Public Hearing should be set for the 17th day of February, 2025, to consider amending the Monticello Urban Renewal Plan and consider approval of the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council does hereby schedule a Public Hearing for the 17th day of February, 2025, at 6:00 p.m. at the regularly scheduled City Council Meeting, same to be held in Council Chambers at the Monticello Renaissance Center, at which time the Council will consider the approval of the amendment of the Monticello Urban Renewal Plan to allow for the use of tax increment to satisfy and/or pay the incentives as set forth within the draft Development Agreement.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 20th day of January, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

The City of Monticello, Iowa

RESOLUTION #2025-___

Preliminarily approving proposed Development Agreement between the City of Monticello and Kwik Trip Inc. and scheduling a Public Hearing on the proposed agreement

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 Area and 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 Section 403.19(2) of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into a Development Agreement, the “Development Agreement”, with Kwik Trip Inc. (the “Developer”) with regard to the construction of a gas station and convenience store on part of Lot 1 of Welter’s First Addition, in the City of Monticello, County of Jones, State of Iowa, and

WHEREAS, the Development Agreement is proposed to include incentives that include incentives and/or tax rebates payable over a period of time in an amount that will not exceed \$393,000 under the authority of Chapter 403 of the Code of Iowa, and

WHEREAS, it is necessary to set a date for a public hearing on the Proposed Development Agreement pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. The City Council, by the approval of this Resolution, shall be deemed to have preliminarily approved the proposed Developer’s Agreement and incentives offered therein, subject to the completion of those tasks and obligations of the Developer set forth therein, and further subject to public comment and input yet to be received by the City Council and to future formal approvals related to the inclusion of the proposed project within the Urban Renewal Plan.

Section 2. This City Council shall meet on the 17th day of February, 2025, at 6:00 o’clock p.m., at the Monticello Renaissance Center, Community Media Room, in the City, at which time and place proceedings will be instituted and action taken to consider the formal and final approve of the proposed Development Agreement.

Section 3. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City, said notice shall be substantially consistent with the proposed Notice attached hereto, and

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

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 January, 2025.

Wayne Peach, Mayor

Sally Hinrichsen, City Clerk/Treasurer

**NOTICE OF PUBLIC HEARING ON THE APPROVAL OF A DEVELOPMENT
AGREEMENT WITH KWIK TRIP INC.**

The City Council of the City of Monticello, Iowa, will hold a public hearing at the Monticello Renaissance Center, Community Media Room, Monticello, Iowa, on the 17th day of February, 2025, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City of Monticello and Kwik Trip Inc. with respect to the construction of a new gas station and convenience store on Lot 1 of Welters First Addition in the City of Monticello, County of Jones, State of Iowa.

The Agreement provides an annual grant and tax rebate payments for five years. The grant and rebates will be from incremental property tax payments, will not be a general obligation of the City, but will be payable from incremental property tax revenues generated within the Monticello Urban Renewal Area.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at said meeting or at an adjournment thereof, take additional action to approve the Development Agreement as written, approve the agreement as amended, or may abandon the proposal.

This notice is given by order of the City Council of Monticello, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Sally Hinrichsen
City Clerk

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into between the City of Monticello, Iowa (the “City”), and Kwik Trip, Inc. (the “Developer”) as of the _____ day of _____, 202__ (the “Commencement Date”).

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

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

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

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Developer Covenants

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

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

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

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

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

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

¹ The Developer’s Certification by October 15, 2026 will allow the City Clerk to include the amount estimated to be due for the TIF Certification due by December 1, 2026. The Certification will allow the City to receive necessary increment for payments to the developer in 2027.

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

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

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

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

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

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

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

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

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

B. City's Covenants

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

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

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

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

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

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

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

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

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

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

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

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

- a. **Grant Payments related to Land Purchase:** The City will provide a land purchase grant, payable in five equal installments, equal to \$20,000 per acre of property generally used for purposes of the Project (the "Land Purchase Grant"). The Land Purchase Grant will total \$100,000, and will be paid as follows:
 - 1). Upon completion of construction and the issuance of an occupancy permit from the City with respect to the completed Project, the Developer shall receive a portion of the Land Purchase Grant in the amount of \$20,000;
 - 2). The Developer will receive the remainder of the Land Purchase Grant, in four (4) payments each of the amount of \$20,000, upon the first through fourth year anniversary of the issuance of the occupancy permit, so long as the Developer is not in default on any term of this agreement.

C. Administrative Provisions

1. **Amendment and Assignment:** This Agreement may not be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Developer's rights to receive the payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.
2. **Successors:** This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

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

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

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

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

CITY OF MONTICELLO, IOWA

By _____
Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk

STATE OF IOWA)
)
COUNTY OF JONES)

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

Notary Public, State of Iowa
My commission expires:

FOR KWIK TRIP, INC.

By: _____
David P. Wagner
CFO and Treasurer

STATE OF WISCONSIN)
)
COUNTY OF LA CROSSE)

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

Notary Public, State of Wisconsin

My commission expires:

City Council Meeting
Prep. Date: 01/16/2025
Preparer: Russell Farnum



Agenda Item: #7-9
Agenda Date: 01/20/2025

Communication Page

Agenda Items Description: Pre-Annexation Agreement, Annexation and Rezoning of Roger Stephen Property

Type of Action Requested: Resolution(s)

Attachments & Enclosures:
Resolutions (3)
Pre-Annexation Agreement & Concept Plan
Annexation Plat

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

Summary: As Council is aware, I have been working with Roger Stephen to extend sanitary sewer to his property on the east side of South Main Street. This sewer extension has been planned to not only serve the development of the Stephen property, but to be extended westerly to serve a large area to the west of South Main Street.

Attached is the pre-annexation agreement, that outlines the terms and conditions that create a mutual understanding for this extension as well as the future development of the property. The annexation includes only the portion of the property that will be served by the planned sewer extension. Future phases of the development would be required to be annexed prior to development.

The third Resolution directs Staff to proceed with the rezoning of the parcels as anticipated in the pre-annexation agreement. This action requires Council direction and subsequent hearings.

Background: Stephen has been selling off some lots as buyers have approached him, creating a mix of outlots along South Main Street. The market is demanding lots for both commercial uses as well as some residential.

In working with Stephen and based upon discussions with Council, the pre-annexation agreement outlines the following terms for the development of the property:

- Stephen will voluntarily annex the property prior to development, and will develop the property in accordance with City codes and requirements and following the attached Concept Plan;
- The City will extend sanitary sewer to service the development of the property, subject to terms of a future Development Agreement;
- All wells and septic facilities will be properly abandoned, but the well for landscaping at the lake may remain;

- The mining that created the pond will be limited to the area of the “Future Lake” as shown on the Concept Plan;
- The City will annex the property, provide appropriate zoning and subdivision approvals to facilitate the development in accordance with the Concept Plan;
- The 2-unit farmhouse rental, the campgrounds, and the mining etc. may continue as non-conforming uses until such time as those parts of the property are developed (or the mine is expanded to the extent of the “future lake”)
- The City will mow the ditch along South Main Street until the frontage is developed, at which point that will be the future lot owners’ responsibility (Stephen is aware that may be infrequent);
- Standard other terms for successors and assigns, etc.

Upon annexation and extension of the sewer, Stephen will be hooking up the campgrounds and other uses to the sewer. The City is, or will be, working with other nearby owners to annex and hook up to sewer when it is available. Those users will likely be subject to similar agreements that will be subject to further review and approval by Council.

The City is currently reviewing the engineering plans for the proposed extension and working with bond counsel on the best strategy to finance that extension. This will be reviewed with Council in the very near future. Approval of this pre-annexation agreement and the annexation of the property is the first step to making this project happen.

Recommendation: Approval is recommended.

THE CITY OF MONTICELLO, IOWA

RESOLUTION

Approving Roger W. Stephen Voluntary Pre-Annexation Agreement

WHEREAS, The City Administrator was contacted by Roger W. Stephen, owner of the associated with the annexation of their property, and

WHEREAS, Those discussions have led to the completion of an Annexation Agreement wherein terms and provisions related to the proposed annexation are set out, and

WHEREAS, The Voluntary pre-annexation agreement is the first step in the annexation process, and the Council's agreement to the terms and conditions of the pre-annexation agreement is a condition precedent to moving forward with the formal annexation process as set out in the Iowa Code, and

WHEREAS, the Council finds the terms and provisions of the voluntary pre-annexation agreement to be fair and reasonable and that the approval of same is in the best interests of the City.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 20th day of January, 2025, that the voluntary pre-annexation agreement between Roger W. Stephen and the City of Monticello is hereby approved, the Mayor is directed to execute same on behalf of the City Council, and the City Administrator is directed to move forward with the Annexation process.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 20th day of January, 2025.

Wanye Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

DRAFT
For Council Approval 1-16-2025

VOLUNTARY PRE-ANNEXATION AGREEMENT

This Agreement is entered into by and between the City of Monticello, Iowa (the “City”) and Roger W. Stephen (“Owner”).

WHEREAS, Owner is the owner of property located in Jones County, not within the city limits of Monticello Iowa, and legally described in Exhibit “A”, and depicted in a map as Exhibit “B”, attached hereto and made a part of this Agreement;

WHEREAS, Owner desires to subdivide and develop the Property in accordance with a Concept Plan, attached hereto as Exhibit “C”, and made a part of this Agreement, and connect to the City utilities and obtain City services;

WHEREAS, Owner desires to voluntarily annex its Property into the City of Monticello, Iowa, in phases, as subdivision and development may occur;

WHEREAS, the City and Owner agree that it is not feasible at the current time to proceed with an annexation of the entirety of the above-described property;

WHEREAS, Owner and the City both desire to enter into this Agreement to clarify and define expectations, obligations, and respective rights and responsibilities.

NOW, THEREFORE, in consideration of the foregoing and mutual agreements set forth below, the parties hereto agree as follows:

1. Annexation. The parties agree to annex the Property into the City upon the terms and conditions set forth in this Agreement, and in compliance with Iowa Code.
2. Requirement to Annex. Owner agrees to voluntarily annex the Property into the City prior to any subdivision or development of the Property. The Owner agrees that no subdivision, development, construction nor use of the Property shall occur on the Property prior to annexation, except for those specifically provided for under the conditions outlined herein.
3. Code Compliance. Owner agrees to comply with all existing or amended zoning and building codes at the time of annexation, subject to the provisions elsewhere in this Agreement.
4. Fees and Costs of Annexation. The Owner agrees to pay all costs of annexation, including the cost to draft necessary documents and the cost of customary filing and recording fees, but City shall pay its own expenses and fees incurred, if any.

5. Sanitary Sewer Extension. Owner and City agree that this Agreement is made based upon the intent of providing sanitary sewer service to the Property through City reimbursement of the Owner's expenses related to engineering and constructing that infrastructure. While specific details shall be outlined in a subsequent Development Agreement, it is expected that the Owner will be responsible for the cost of the engineering and construction expenses, and the City will reimburse the Owner as construction occurs, but not more than once per month.
6. Owner Obligations. Owner shall assume the following obligations under this Agreement:
 - a. Assist in the voluntary annexation process by providing a plat, legal description of the Property, names and addresses of owners, and any other information that might be needed by the City to process the voluntary annexation.
 - b. Owner agrees, if required by the City, to disconnect all private sewer disposal systems and promptly connect to any existing or newly constructed public sewer at the expense of Owner, which would include any applicable permit and connection fees. Owner further agrees that all private sanitary systems will be removed from service in accordance with local and state law.
 - c. Owner agrees, if required by the City, to disconnect all private wells and water distribution systems and promptly connect to any existing or newly constructed public water mains at the expense of Owner, which would include any applicable permit and connection fees. Owner further agrees that all private wells and water distribution systems will be removed from service and properly abandoned, sealed, or encased in accordance with local and state law, except for the existing well at the north end of the pond, which may be maintained for irrigation or similar non-potable purposes.
 - d. Owner agrees to limit mining operations to that area shown as the "future lake" on the Concept Plan.
7. City Obligations. The City shall assume the following obligations under this Agreement:
 - a. Allow annexation of the property in phases as it is proposed for subdivision and development, but annexed prior to any subdivision or development;
 - b. Allow and approve appropriate Zoning as provided for the land uses outlined in the Concept Plan and Subdivide in accord with Concept Plan
 - c. Allow development of the property and the land uses in accordance with Concept Plan and generally M-1 Industrial, or C-3 Business, along the Main Street frontage, medium density residential along the next tier of lots, and R-1 Single Family detached lots on the remainder
 - d. Provide City Utilities and City Services as to any other properties in the City
 - e. The City will allow connections to it municipal water service prior to the annexation.
 - f. Allow mining to continue prior to or after annexation provided operations are limited to the area shown as the "Future Lake" on the Concept Plan.
 - g. The City agrees to mow, as needed, the forebank of South Main Street, between the road shoulder and the bottom of the ditch, until such time a lot with frontage on South Main Street is developed, at which point that responsibility becomes the obligation of the subsequent Owner. Owner understands that this mowing may occur as infrequently as twice a month.

- h. Allow existing uses of the property to continue, despite any existing nonconformities, including but not limited to the 2-unit rental in the “farm house” at 153 Bradley Lane, any other existing single-family homes, the sand/mining and stockpiling operation, truck scale, campgrounds, storage building, a well at the north end of the pond. These shall be considered legal, non-conforming uses, until such time as said uses are terminated, or otherwise brought into conformity through the subdivision, zoning, or development of the Property.
- 8. Assignment. Except as provided below, this Agreement may not be assigned by any party without the express written permission of the other parties.
- 9. Successors and Assigns. The rights, duties, and obligations of the parties as contained in this Agreement shall run with the Property and be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns. Nothing in this Agreement, express or implied is intended to confer upon any party other than the parties hereto, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, liabilities, or obligations under or by reason of this Agreement. In order to ensure proper notice to all successors and assigns, a copy of this Agreement shall be filed with the Jones County Recorder.
- 10. Governing Law. All rights and obligations arising out of or related to this Agreement, and the application and interpretation hereof, shall be governed by and construed in accordance with the laws of the State of Iowa.
- 11. Dispute Resolution.
 - a. All disputes, controversies, and questions directly or indirectly arising under, out of, in connection with, or in relation to this Agreement or its subject matter, including without limitation, all disputes, controversies and questions relating to the validity, negotiation, interpretation, construction, performance, termination, and enforcement of the Agreement shall be resolved finally and conclusively in accordance with this section, which shall be the sole and exclusive procedure for the resolution of any dispute.
 - b. The parties shall promptly attempt in good faith to resolve any dispute by negotiation. If the matter has not been resolved within twenty (20) days after receipt of a party's written request for negotiation, any party may initiate arbitration as provided herein.
 - c. If this good-faith twenty-day (20-day) period does not resolve the dispute, the disputing parties will agree on an independent arbitrator within ten (10) days of written notification by either party of request for formal arbitration. An arbitrator will be selected by agreement of the parties and an arbitration meeting will be set within thirty (30) days, with all remaining disputes submitted to the arbitrator. If the parties fail to agree upon an arbitrator, each party shall select their own who shall in turn select a third and final arbitrator. All disputes will be finalized by the decision of the arbitrator and based upon the rules of the American Arbitration Association.
- 12. Recitals Inclusive. The above listed recitals are incorporated into this Agreement.

13. Execution of Documents. All parties agree to execute and deliver whatever documents or assurances as may be reasonably necessary to implement the terms and conditions of this Agreement and effectuate the intent thereof. The parties hereto will cooperate fully.
14. Entire Agreement. This Agreement, the exhibits attached and the documents delivered and recorded pursuant hereto constitute the entire agreement and understanding among the parties and supersede and revoke any prior agreements or understandings relating to the subject matter of this Agreement.
15. Amendments. No change, amendment, termination, or attempted waiver or variation of the terms and conditions of this Agreement shall be valid unless the same follow applicable statutes.
16. Captions. The headings, captions, or titles of articles, sections, and paragraphs of this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain, or describe the scope or extent of this Agreement or any of its terms or conditions.
17. Severability. In the event any provision of this Agreement is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid, legal, and enforceable. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable as written, but valid, legal, and enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be valid, legal, and enforceable and it shall be enforced to that extent. Any finding of invalidity, illegality, or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
18. Attorney Fees and Court Costs. Should legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs, including reasonable attorney, paralegal, and expert fees.
19. Counterparts. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same Agreement.

Dated this ____ day of _____, 202__.

Owner

City of

By: _____

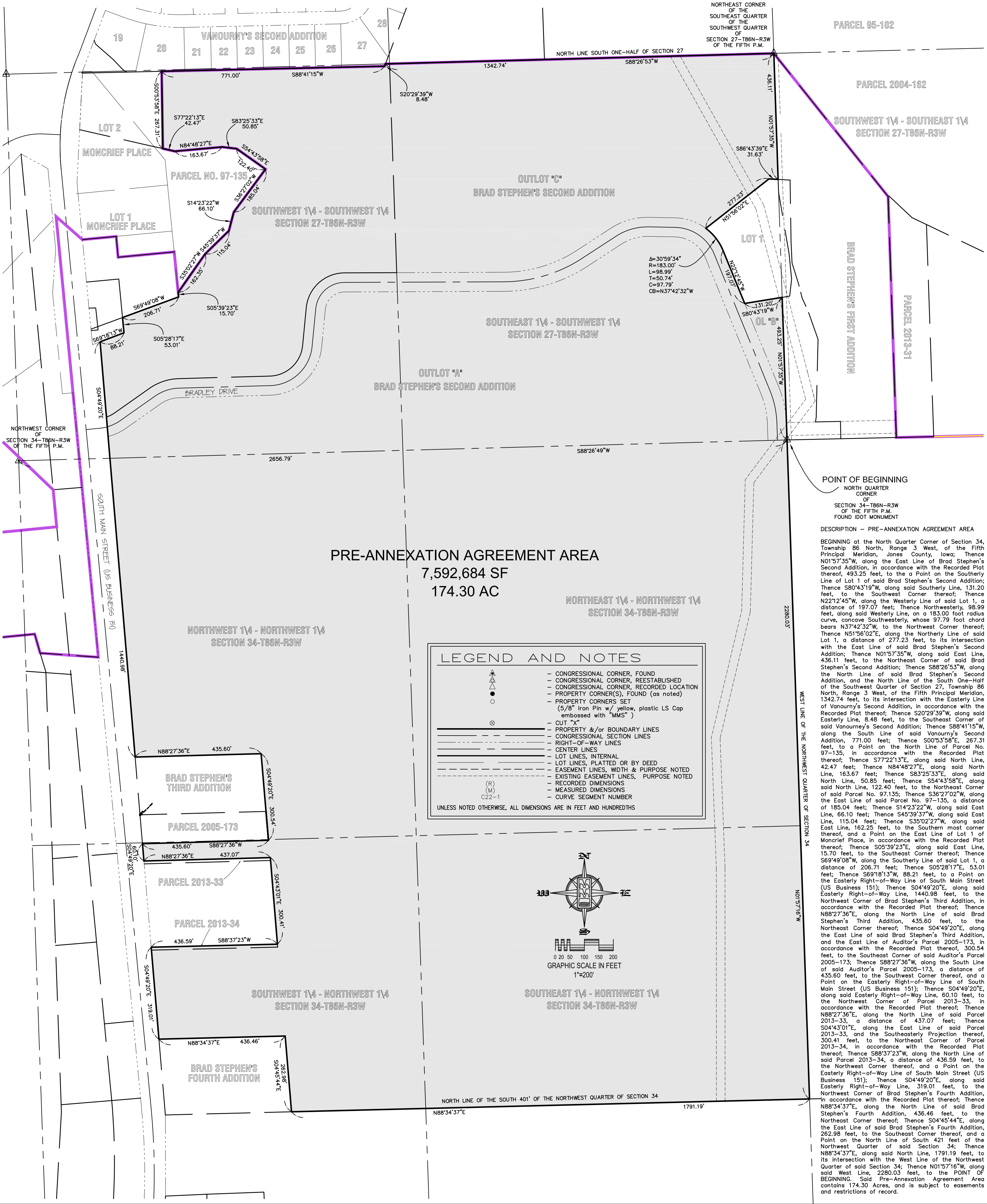
By: _____

Mayor

By: _____

Attested to:

By: _____ City
Clerk

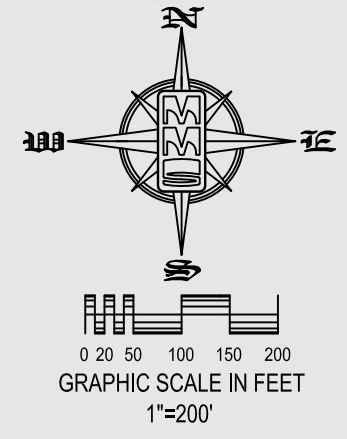


PRE-ANNEXATION AGREEMENT AREA
 7,592,684 SF
 174.30 AC

LEGEND AND NOTES

- ▲ CONGRESSIONAL CORNER, FOUND
- △ CONGRESSIONAL CORNER, REESTABLISHED
- CONGRESSIONAL CORNER, RECORDED LOCATION
- PROPERTY CORNER(S), FOUND (as noted)
- PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
- ⊗ CUT "X"
- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- RIGHT-OF-WAY LINES
- CENTER LINES
- LOT LINES, INTERNAL
- LOT LINES, PLATTED OR BY DEED
- EASEMENT LINES, WIDTH & PURPOSE NOTED
- EXISTING EASEMENT LINES, PURPOSE NOTED
- (R) RECORDED DIMENSIONS
- (M) MEASURED DIMENSIONS
- C22-1 CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

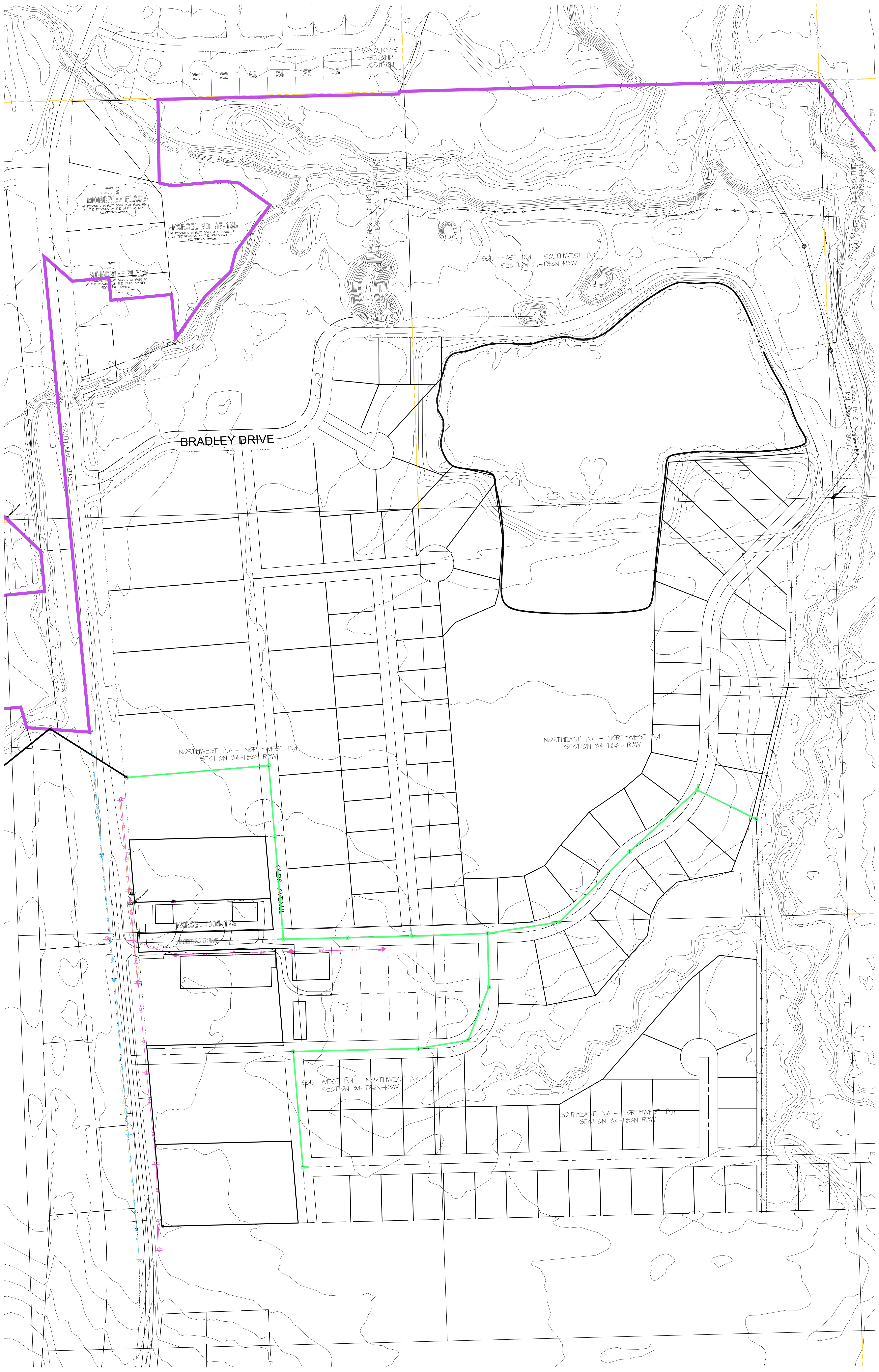


POINT OF BEGINNING
 NORTH QUARTER CORNER OF SECTION 34-T86N-R3W OF THE FIFTH P.M.
 FOUND IDOT MONUMENT

DESCRIPTION - PRE-ANNEXATION AGREEMENT AREA

BEGINNING at the North Quarter Corner of Section 34, Township 86 North, Range 3 West, of the Fifth Principal Meridian, Jones County, Iowa; Thence N01°57'35"W, along the East Line of Brad Stephen's Second Addition, in accordance with the Recorded Plat thereof, 493.25 feet, to the a Point on the Southerly Line of Lot 1 of said Brad Stephen's Second Addition; Thence S80°43'19"W, along said Southerly Line, 131.20 feet, to the Southwest Corner thereof; Thence N22°12'45"W, along the Westerly Line of said Lot 1, a distance of 197.07 feet; Thence Northwesterly, 98.99 feet, along said Westerly Line, on a 183.00 foot radius curve, concave Southwesterly, whose 97.79 foot chord bears N37°42'32"W, to the Northwest Corner thereof; Thence N51°56'02"E, along the Northerly Line of said Lot 1, a distance of 277.23 feet, to its intersection with the East Line of said Brad Stephen's Second Addition; Thence N01°57'35"W, along said East Line, 436.11 feet, to the Northeast Corner of said Brad Stephen's Second Addition; Thence S88°26'53"W, along the North Line of said Brad Stephen's Second Addition, and the North Line of the South One-Half of the Southwest Quarter of Section 27, Township 86 North, Range 3 West, of the Fifth Principal Meridian, 1342.74 feet, to its intersection with the Easterly Line of Vanourny's Second Addition, in accordance with the Recorded Plat thereof; Thence S20°29'39"W, along said Easterly Line, 8.48 feet, to the Southeast Corner of said Vanourny's Second Addition; Thence S88°41'15"W, along the South Line of said Vanourny's Second Addition, 771.00 feet; Thence S00°53'58"E, 267.31 feet, to a Point on the North Line of Parcel No. 97-135, in accordance with the Recorded Plat thereof; Thence S77°22'13"E, along said North Line, 42.47 feet; Thence N84°48'27"E, along said North Line, 163.67 feet; Thence S83°25'33"E, along said North Line, 50.85 feet; Thence S54°43'58"E, along said North Line, 122.40 feet to the Northeast Corner of said Parcel No. 97-135; Thence S36°27'02"W, along the East Line of said Parcel No. 97-135, a distance of 185.04 feet; Thence S14°23'22"W, along said East Line, 66.10 feet; Thence S45°39'37"W, along said East Line, 115.04 feet; Thence S35°02'27"W, along said East Line, 162.25 feet, to the Southern most corner thereof, and a Point on the East Line of Lot 1 of Moncrief Place, in accordance with the Recorded Plat thereof; Thence S05°39'23"E, along said East Line, 15.70 feet, to the Southeast Corner thereof; Thence S69°49'08"W, along the Southerly Line of said Lot 1, a distance of 206.71 feet; Thence S05°28'17"E, 53.01 feet; Thence S69°18'13"W, 88.21 feet, to a Point on the Easterly Right-of-Way Line of South Main Street (US Business 151); Thence S04°49'20"E, along said Easterly Right-of-Way Line, 1440.98 feet, to the Northwest Corner of Brad Stephen's Third Addition, in accordance with the Recorded Plat thereof; Thence N88°27'36"E, along the North Line of said Brad Stephen's Third Addition, 435.60 feet, to the Northeast Corner thereof; Thence S04°49'20"E, along the East Line of said Brad Stephen's Third Addition, and the East Line of Auditor's Parcel 2005-173, in accordance with the Recorded Plat thereof, 300.54 feet, to the Southeast Corner of said Auditor's Parcel 2005-173; Thence S88°27'36"W, along the South Line of said Auditor's Parcel 2005-173, a distance of 435.60 feet, to the Southwest Corner thereof, and a Point on the Easterly Right-of-Way Line of South Main Street (US Business 151); Thence S04°49'20"E, along said Easterly Right-of-Way Line, 60.10 feet, to the Northwest Corner of Parcel 2013-33, in accordance with the Recorded Plat thereof; Thence N88°27'36"E, along the North Line of said Parcel 2013-33, a distance of 437.07 feet; Thence S04°43'01"E, along the East Line of said Parcel 2013-33, and the Southeasterly Projection thereof, 300.41 feet, to the Northeast Corner of Parcel 2013-34, in accordance with the Recorded Plat thereof; Thence S88°37'23"W, along the North Line of said Parcel 2013-34, a distance of 436.59 feet, to the Northwest Corner thereof, and a Point on the Easterly Right-of-Way Line of South Main Street (US Business 151); Thence S04°49'20"E, along said Easterly Right-of-Way Line, 319.01 feet, to the Northwest Corner of Brad Stephen's Fourth Addition in accordance with the Recorded Plat thereof; Thence N88°34'37"E, along the North Line of said Brad Stephen's Fourth Addition, 436.46 feet, to the Northeast Corner thereof; Thence S04°45'44"E, along the East Line of said Brad Stephen's Fourth Addition, 262.98 feet, to the Southeast Corner thereof, and a Point on the North Line of South 421 feet of the Northwest Quarter of said Section 34; Thence N88°34'37"E, along said North Line, 1791.19 feet, to its intersection with the West Line of the Northwest Quarter of said Section 34; Thence N01°57'16"W, along said West Line, 2280.03 feet, to the POINT OF BEGINNING. Said Pre-Annexation Agreement Area contains 174.30 Acres, and is subject to easements and restrictions of record.

MMS CONSULTANTS, INC.	MONTECELLO JONES COUNTY IOWA	PRE-ANNEXATION AGREEMENT EXHIBIT			
Date: 09-23-2024	Designed by: RS	Drawn by: RLW	Checked by: RRR	Project No: 7502-005	Sheet No: 1
Field Book No: 1396	Scale: 1"=200'				
ENVIRONMENTAL SPECIALISTS			LANDSCAPE ARCHITECTS		
1977 S. GILBERT ST. IOWA CITY, IOWA 52240 (319) 351-8282 www.mmsconsultants.net					
Date	Revision				



LOT 2
MONCRIEF PLACE
AS RECORDED IN PLAT BOOK 11 AT PAGE 58
OF THE RECORDS OF THE JONES COUNTY
REGISTRAR'S OFFICE

PARCEL NO. 97-135
AS RECORDED IN PLAT BOOK 11 AT PAGE 58
OF THE RECORDS OF THE JONES COUNTY
REGISTRAR'S OFFICE

LOT 1
MONCRIEF PLACE
AS RECORDED IN PLAT BOOK 11 AT PAGE 58
OF THE RECORDS OF THE JONES COUNTY
REGISTRAR'S OFFICE

BRADLEY DRIVE

SOUTH MAIN STREET

OLD AVENUE

PARCEL 2005-175
PORTLAND DRIVE

27
27
VANOURNY'S
SECOND
ADDITION

SOUTHWEST 1/4 - SOUTHWEST 1/4
SECTION 27-T8&N-R3W

SOUTHEAST 1/4 - SOUTHWEST 1/4
SECTION 27-T8&N-R3W

NORTHWEST 1/4 - NORTHWEST 1/4
SECTION 34-T8&N-R3W

NORTHEAST 1/4 - NORTHWEST 1/4
SECTION 34-T8&N-R3W

SOUTHWEST 1/4 - NORTHWEST 1/4
SECTION 34-T8&N-R3W

SOUTHEAST 1/4 - NORTHWEST 1/4
SECTION 34-T8&N-R3W

20 21 22 23 24 25 26 27

SOUTHWEST 1/4 - SOUTHWEST 1/4
SECTION 27-T8&N-R3W

PARCEL 2005-175
PORTLAND DRIVE

26

Prepared By and Return To: Russell Farnum, 200 East First Street, Monticello, Iowa 52310
Phone: (319) 465-3577

The City of Monticello, Iowa

RESOLUTION

Approving and Accepting the Voluntary Annexation of certain properties generally described as 55 acres of land located on the east side of South Main Street, adjoining the City of Monticello for at least fifty feet and not creating an island, as same is defined within Iowa Code §368.7(2)

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

WHEREAS, the City has received and approved Voluntary Annexation Applications from the owner of properties legally described as set forth within the attached "Exhibit A" to this Resolution, generally described as land located on the east side of South Main Street, into the City of Monticello. The property is comprised of approximately 55 acres of land located in the northwest quarter of the northwest quarter of Section 34, Township 86 North, Range 3 West, of the Fifth Principal Meridian, in Jones County, Iowa, and is contiguous to the existing corporate boundary of the City of Monticello; and

WHEREAS, Chapter 368 of the Iowa Code provides the process by which Cities may annex properties seeking voluntary access to the City; and

WHEREAS, notification of the proposed voluntary annexations was given to the Jones County Board of Supervisors by way of a certified mailing, return receipt requested; and

WHEREAS, after further discussion the Council finds the Voluntary Annexation of the properties proposed herein to be appropriate and in the best interests of the City of Monticello, and that same should, therefore, be approved.

NOW, THEREFORE, BE IT RESOLVED that the City of Monticello does hereby approve and accept the Voluntary Annexation those properties described herein and by way of “Exhibit A” attached hereto, and directs the City Clerk to file said documents and to notify said entities as required by the Iowa Code, taking any and all additional steps necessary to finalize the annexation of said properties.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed this 20th day of January, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

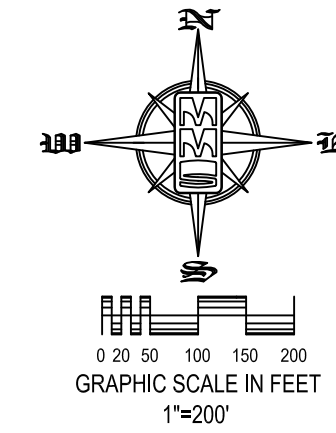
ANNEXATION EXHIBIT

A PORTION OF THE NW1/4 - NW 1/4 SECTION 34-T86N-R3W JONES COUNTY, IOWA

PLAT PREPARED BY:
MMS CONSULTANTS INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52240

OWNER/APPLICANT:
ROGER W. STEPHEN
1011 SOUTH MAIN STREET
MONTICELLO, IOWA 52310

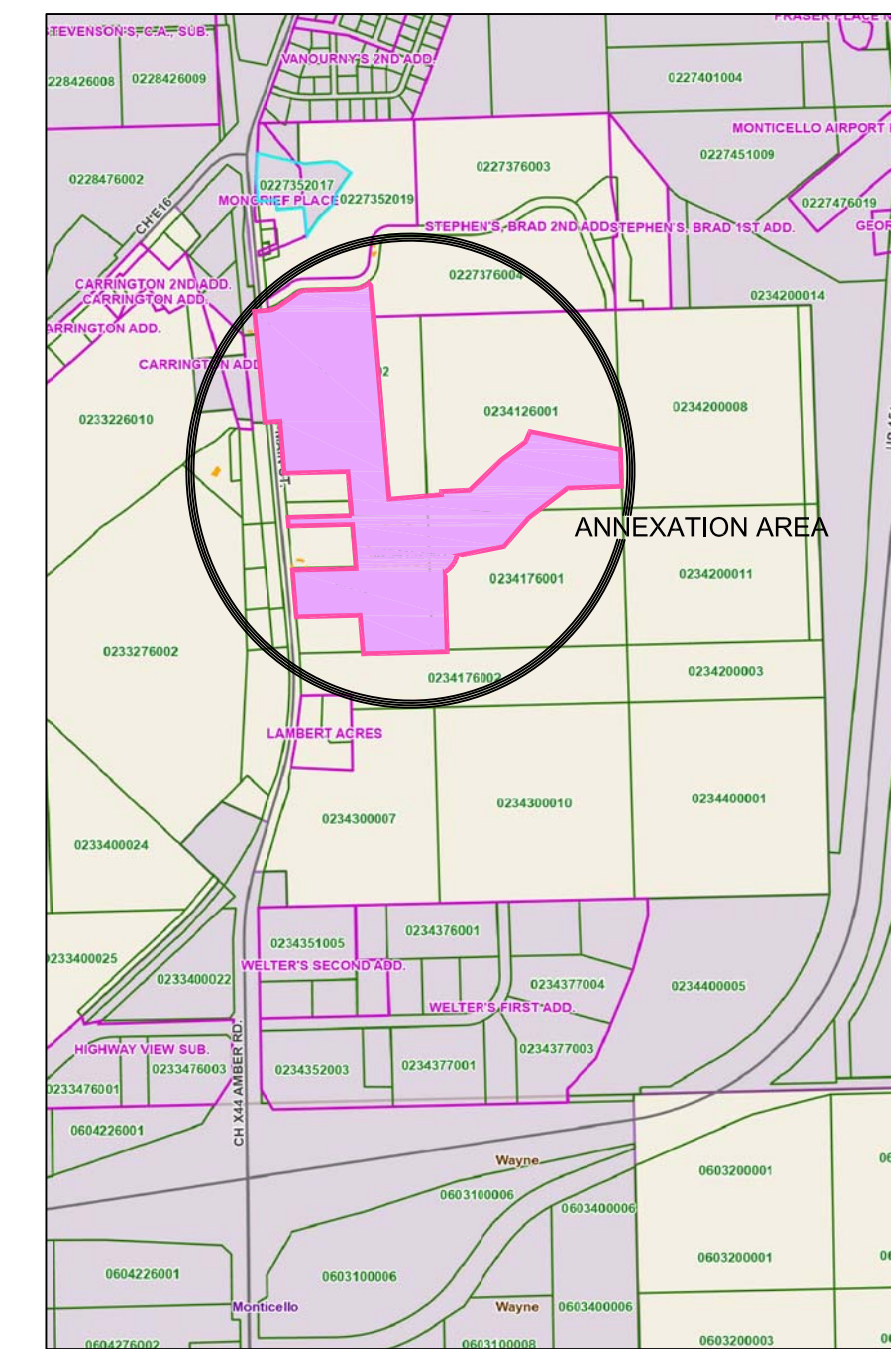
OWNER / APPLICANT:
ROAD RIGHT-OF-WAY
CITY OF MONTICELLO
200 EAST FIRST STREET
MONTICELLO, IOWA 52310



LEGEND AND NOTES	
	CONGRESSIONAL CORNER, FOUND
	PROPERTY &/or BOUNDARY LINES
	CONGRESSIONAL SECTION LINES
	RIGHT-OF-WAY LINES
	CENTER LINES
	LOT LINES, PLATTED OR BY DEED
	EXISTING EASEMENT LINES, PURPOSE NOTED
	RECORDED DIMENSIONS
	MEASURED DIMENSIONS
(R)	RECORDED DIMENSIONS
(M)	MEASURED DIMENSIONS

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDRETHS

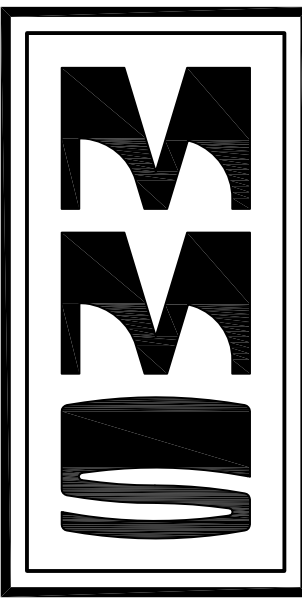
LOCATION MAP - N.T.S.



ANNEXATION AREA
2,297,489 SF
52.74 AC

DESCRIPTION - ANNEXATION AREA

Commencing at the North Quarter Corner of Section 34, Township 86 North, Range 3 West, of the Fifth Principal Meridian, Jones County, Iowa; Thence S01°57'16"E, along the West Line of the Northwest Quarter of said Section 34, a distance of 936.72 feet to the POINT OF BEGINNING; Thence continuing S01°57'16"E, along said West Line, 248.74 feet; Thence S88°02'44"W, 366.50 feet; Thence S52°33'45"W, 338.80 feet; Thence S40°52'23"W, 252.94 feet; Thence S78°44'13"W, 323.04 feet; Thence Southwesterly, 139.13 feet, along a 180.00 foot radius curve, concave Northwesterly, whose 135.69 foot chord bears S36°33'57"W; Thence S01°27'03"E, 542.69 feet, to a Point on the North Line of the South 401 feet of the Northwest Quarter of said Section 34; Thence S88°34'37"W, along said North Line, 568.76 feet, to the Southeast Corner of Brad Stephen's Fourth Addition, in accordance with the Recorded Plat thereof; Thence N04°45'44"W, along the East Line of said Brad Stephen's Fourth Addition, 262.98 feet, to the Northeast Corner thereof; Thence S88°34'37"W, along the North Line of said Brad Stephen's Fourth Addition, 436.46 feet, to the Northwest Corner thereof, and a Point on the Easterly Right-of-Way Line of South Main Street (US Business 151); Thence N04°49'20"W, along said Easterly Right-of-Way Line, 319.01 feet, to the Northwest Corner of Parcel 2013-34, in accordance with the Recorded Plat thereof; Thence N88°37'23"E, along the North Line of said Parcel 2013-34, a distance of 436.59 feet, to the Northeast Corner thereof; Thence N04°43'01"W, 300.14 feet, to the Northeast Corner of Parcel 2013-33, in accordance with the Recorded Plat thereof; Thence S88°27'36"W, along the North Line of said Parcel 2013-33, a distance of 437.07 feet, to the Northwest Corner thereof, and a Point on the Easterly Right-of-Way Line of South Main Street (US Business 151); Thence N04°49'20"W, along said Easterly Right-of-Way Line, 60.10 feet, to the Southwest Corner of Parcel 2005-173, in accordance with the Recorded Plat thereof; Thence N88°27'36"E, along the South Line of said Parcel 2005-173, a distance of 435.60 feet, to the Southeast Corner thereof; Thence N04°49'20"W, along the East Line of said Parcel 2005-173, and the East Line of Brad Stephen's Third Addition, in accordance with the Recorded Plat thereof, 300.54 feet, to the Northeast Corner of said Brad Stephen's Third Addition; Thence S88°27'36"W, along the North Line of said Brad Stephen's Third Addition, 435.60 feet, to the Northwest Corner thereof, and a Point on the Easterly Right-of-Way Line of South Main Street (US Business 151); Thence N04°49'20"W, along said Easterly Right-of-Way Line, 654.78 feet; Thence S85°10'40"W, 97.78 feet, to a Point on the Westerly Right-of-Way Line of South Main Street (US Business 151); Thence N05°28'17"W, along said Westerly Right-of-Way Line, 756.51 feet; Thence N84°31'43"E, 103.36 feet, to the intersection of the Easterly Right-of-Way Line of South Main Street (US Business 151), and the Southerly Right-of-Way Line of Bradley Drive; Thence Northwesterly, 68.03 feet, along said Southerly Right-of-Way Line on a 183.00 foot radius curve, concave Northwesterly, whose 67.64 foot chord bears N85°27'10"E; Thence N5°44'12"E, along said Southerly Right-of-Way Line, 146.76 feet; Thence Northeasterly, 68.60 feet, along said Southerly Right-of-Way Line, on a 117.00 foot radius curve, concave Southeasterly, whose 67.62 foot chord bears N71°35'58"E; Thence N88°23'44"E, along said Southerly Right-of-Way Line, 315.55 feet; Thence Northeasterly, 132.78 feet, along said Southerly Right-of-Way Line, on a 183.00 foot radius curve, concave Northwesterly, whose 129.88 foot chord bears N67°36'36"E; Thence S04°49'20"E, 1481.96 feet; Thence N85°10'40"E, 360.00 feet; Thence N05°04'05"W, 21.24 feet; Thence N87°17'59"E, 195.18 feet; Thence N45°28'26"E, 291.13 feet; Thence N53°30'47"E, 209.16 feet; Thence N24°19'54"E, 75.63 feet; Thence S78°47'16"E, 626.35 feet, to the POINT OF BEGINNING. Said Annexation Area contains 52.74 Acres, and is subject to easements and restrictions of record.



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

Date	Revision

ANNEXATION EXHIBIT

JONES COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	09-24-2024
Designed by:	RWS
Field Book No.:	1328
Drawn by:	RLW
Scale:	1"=200'
Checked by:	RRN
Sheet No.:	1
Project No.:	IOWA CITY 7502-005
of:	1

The City of Monticello, Iowa

RESOLUTION #2025-

Scheduling Public Hearing on the proposed Re-Zoning of a portion of the Stephen property to M-1 Industrial, C-3 Commercial, R-1 Residential, R-3 Multiple Family Residential, as may be appropriate, for February 3, 2025 at 6:00 p.m.

WHEREAS, The City has annexed a portion of the Stephen Property and must apply appropriate zoning thereto, and

WHEREAS, The Planning and Zoning Board will review and make their recommendation to the proposed change prior the proposed public hearing, and

WHEREAS, Before the Council can agree to the proposed change a Public Hearing must be scheduled and held, and

WHEREAS, The Council finds that a public hearing on the requested re-zoning shall be scheduled for the 3rd day of February, 2025 at 6:00 p.m. with appropriate publication and mailing of notice.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby schedule a Public Hearing on the proposed Re-Zoning of property described as a portion of the Stephen Property for February 3, 2025 at 6:00 p.m., same to be held in the City Council Chambers at the Mary Lovell LeVan Renaissance Center in Monticello, Iowa.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 20th day of January, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 1/16/2025
Preparer: Sally Hinrichsen



Agenda Item: #10-18
Agenda Date: 1/20/2025

Communication Page

Agenda Items Description: Reports

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Reports / Potential Actions:

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