

# City of Monticello, Iowa

www.ci.monticello.ia.us

Monticello City Council Meeting February 17, 2025 at 6:00 p.m.  
Monticello Renaissance Center, 220 E. 1<sup>st</sup> Street, Monticello, Iowa

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

<b>Approval</b> of Council Mtg. Minutes	February	3, 2025
<b>Approval</b> of Council Work Session minutes	February	10, 2025
<b>Approval</b> of Payroll	February	6, 2025
<b>Approval</b> of Bill List		
<b>Approval</b> of Monticello Volunteer Fire Department Roster		
<b>Approval</b> of Glass Tap LLC alcohol license		

## Public Hearings:

1. **Public Hearing** on proposed Development Agreement with Kwik Trip, Inc.
2. **Resolution** Approving Development Agreement between City of Monticello and Kwik Trip, Inc. Related to the Development of Kwik Star Convenience Store, Gas Station and Truck Stop

3. **Public Hearing** on designation of Amended Monticello Urban Renewal Plan, to include Kwik Trip, Inc. Project
4. **Resolution** To Approve Amendment to Urban Renewal Plan to include Development Agreement and Economic Incentives to Kwik Trip, Inc.

**Resolutions:**

5. **Resolution** Approving Plat of Resubdivision of Lot 1 of Welter's First Addition in the City of Monticello
6. **Resolution** Approving Kwik Star Site Plan
7. **Resolution** Approving the Sign Plan for Kwik Star's site located at the south east corner of South Main Street and Welter Drive
8. **Resolution** Setting Time and Place for a Public Hearing for the Purpose of Considering the Consolidated General Fund Tax Levy for the City's Fiscal Year 2025-2026 Budget
9. **Resolution** Approving Pay Request #9 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$245,549.44
10. **Resolution** Scheduling a public hearing for March 3, 2025, at 6:00 PM on the Plans, Specifications, Form of Contract and Estimate of Cost for the Airport Pavement Maintenance Project
11. **Resolution** Ending Future "Land Grant" Economic Incentives

**Ordinances:**

12. **Ordinance** amending the Monticello Code of Ordinances, by amending Chapter 165 "ZONING REGULATIONS" and amending the Official Zoning Map (second reading)

**Reports / Potential Actions:**

13. Mayor
14. City Engineer
15. City Administrator
16. Park and Recreation Director
17. Library Director
18. Ambulance Director

19. City Clerk
20. Public Works Director
21. Police Chief
22. Water/Wastewater Superintendent

**Work Sessions:**

23. Work Session – Budget FY 2026
  - a. Further discussion and finishing touches on General Fund

**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: February 17, 2025 Council Meeting  
Time: Feb 17, 2025 06:00 PM Central Time (US and Canada)  
Join Zoom Meeting  
<https://us02web.zoom.us/j/89535422813>

Meeting ID: 895 3542 2813

---

One tap mobile  
+13052241968,,89535422813# US  
+13092053325,,89535422813# US

---

Dial by your location

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

Meeting ID: 895 3542 2813

Find your local number: <https://us02web.zoom.us/j/89535422813>

“This employer is an equal opportunity provider & employer”

Regular Council Meeting  
February 3, 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, Public Works Director Nick Kahler, Water/Wastewater Supt. Jim Tjaden, Library Director Faith Brehm 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.

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

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

Mayor opened Public Hearing on proposed Amendment to the Zoning Map of the City of Monticello, changing the zoning on the following property to “M-1” Light Manufacturing, “C-3” Commercial, “R-3” Multi Family Residential, and “R-1” Single Family Residential. No public comments were received. Mayor closed the hearing. Brighton moved to approve Ordinance #776 amending the Monticello Code of Ordinances, by amending Chapter 165 “ZONING REGULATIONS” and amending the Official Zoning Map, first reading in title only. Ellwood seconded. Roll call was unanimous.

Langerman moved to approve Resolution #2025-15 Approving Kardes 38 Site Plan, Goedken seconded, roll call was unanimous.

Goedken moved to approve Resolution #2025-16 Approving the use of Tax Increment Financing receipts to cover a portion of the professional fees invoiced by PFM Financial Advisors, in relation to the N. Chestnut Street Reconstruction Bond Issue. Brenneman seconded, roll call was unanimous.

Goedken moved to approve Resolution #2025-17 Approving the use of Tax Increment Financing receipts to cover the engineering fees from Snyder & Associates, the City’s engineer, in relation to the N. Chestnut Street Reconstruction Project. Ellwood seconded, roll call was unanimous.

Staff updated Council on current and upcoming activities.

Work session on Fiscal Year 2025-2026 budget was held. Staff answered Council member’s questions related to the budget. No action was taken

Phelan moved to adjourn the meeting at 6:50 P.M.

---

Wayne Peach, Mayor

---

Sally Hinrichsen, City Clerk/Treasurer

Special Council Work Session  
February 10, 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, Scott Brighton, Candy Langerman and Mary Phelan. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Park & Rec. Director Jacob Oswald.

Council briefly discussed the school's proposed plans and options with Carpenter and Shannon schools, once the new elementary school is constructed. Council also discussed possible land swaps with school related to these properties and land jointly owned by the City and School. School Board will be discussing this at their next meeting. No action was taken.

Council held a budget work session. Farnum presented a PowerPoint on several funds for Fiscal Year 2025/2026. Oswald presented the Park & Rec budget, including the Aquatic Center. No action was taken.

Meeting adjourned at 9:11 P.M.

---

Wayne Peach, Mayor

---

Sally Hinrichsen, City Clerk/Treasurer

# PAYROLL - FEBRUARY 6, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
<b>AMBULANCE</b>	<b>January 20 - February 2, 2025</b>				
Deivn Arduser	\$ 168.00	\$ -	0.00	0.00	\$ 144.57
Christian Bell	942.80	-	0.00	0.00	806.01
Jamie Coleman	2,404.71	187.11	0.00	2.63	1,907.03
Jordan Fullerton	1,060.29	-	0.00	0.00	910.70
Brett Herman	1,664.23	30.63	0.00	0.00	1,282.89
Sam Hunt	384.00	-	0.00	0.00	330.47
Sonya Johnson	955.20	-	0.00	0.00	790.91
Austin Koch	213.76	-	0.00	0.00	84.14
Lori Lynch	3,351.54	-	0.00	0.00	2,264.22
Coletta Matson	2,217.60	-	0.00	40.50	1,496.78
Chloe Mogensen	221.76	-	0.00	0.00	111.02
Sky Monty	1,633.60	-	0.00	0.00	1,251.05
Mandy Norton	591.60	-	0.00	0.00	475.18
Kyle Pierson	235.70	-	0.00	0.00	203.03
Cory Reyner	1,784.00	-	0.00	0.00	1,455.14
Hunter Schmidt	332.64	-	0.00	0.00	286.54
Shirlee Scott	2,297.92	160.32	0.00	0.00	1,734.85
Reggie Welter	1,542.00	-	0.00	0.00	1,194.68
<b>TOTAL AMBULANCE</b>	<b>\$ 22,001.35</b>	<b>\$ 378.06</b>	<b>0.00</b>	<b>43.13</b>	<b>\$ 16,729.21</b>
<b>CEMETERY</b>	<b>January 20 - February 2, 2025</b>				
Dan McDonald	\$ 526.60	\$ -	0.00	0.00	\$ 372.05
<b>TOTAL CEMETERY</b>	<b>\$ 526.60</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 372.05</b>
<b>CITY HALL</b>	<b>January 20 - February 2, 2025</b>				
Cheryl Clark	\$ 2,298.73	\$ 10.73	2.25	17.25	\$ 1,618.12
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
<b>TOTAL CITY HALL</b>	<b>\$ 11,379.61</b>	<b>\$ 10.73</b>	<b>2.25</b>	<b>17.25</b>	<b>\$ 7,743.78</b>
<b>FIRE</b>	<b>January 20 - February 2, 2025</b>				
Joe Bayne	\$ 208.33	\$ -	0.00	0.00	\$ 192.39
Billy Norton	166.67	-	0.00	0.00	143.57
Johnny Russ	125.00	-	0.00	0.00	115.44
Tiler Streets	125.00	-	0.00	0.00	115.44
<b>TOTAL FIRE</b>	<b>\$ 625.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 566.84</b>
<b>LIBRARY</b>	<b>January 20 - February 2, 2025</b>				
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
<b>TOTAL LIBRARY</b>	<b>\$ 4,639.20</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 3,536.77</b>
<b>MBC</b>	<b>January 20 - February 2, 2025</b>				
Grace Dupuy	\$ 1,768.00	\$ -	0.00	0.00	\$ 1,372.58
Jacob Oswald	2,533.92	-	0.00	0.00	1,957.79
<b>TOTAL MBC</b>	<b>\$ 4,301.92</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 3,330.37</b>

# PAYROLL - FEBRUARY 6, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
<b>POLICE</b>	<b>January 20 - February 2, 2025</b>				
Dawn Graver	\$ 2,945.61	\$ -	0.00	0.00	\$ 2,192.74
Erik Honda	3,165.12	-	0.00	6.00	2,411.21
Jordan Koos	3,165.12	-	0.00	36.00	2,172.65
Cole Millard	2,671.20	-	0.00	0.00	1,800.79
Keanan Shannon	2,993.76	-	0.00	21.00	2,225.84
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	3,396.12	-	0.00	0.00	2,558.76
<b>TOTAL POLICE</b>	<b>\$ 23,757.44</b>	<b>\$ -</b>	<b>0.00</b>	<b>63.00</b>	<b>\$ 17,446.46</b>
<b>ROAD USE</b>	<b>January 20 - February 2, 2025</b>				
Zeb Bowser	\$ 2,221.38	\$ 154.98	0.00	19.25	\$ 1,714.22
Jacob Gravel	2,163.26	96.86	4.13	10.50	1,623.83
Nick Kahler	2,578.35	-	0.00	0.00	1,881.06
Jasper Scott	2,289.18	222.78	0.00	0.63	1,723.47
<b>TOTAL ROAD USE</b>	<b>\$ 9,252.17</b>	<b>\$ 474.62</b>	<b>4.13</b>	<b>30.38</b>	<b>\$ 6,942.58</b>
<b>SEWER</b>	<b>January 18 - 31, 2025</b>				
Jim Tjaden	\$ 2,928.12	\$ -	0.00	0.00	\$ 2,165.14
<b>TOTAL SEWER</b>	<b>\$ 2,928.12</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,165.14</b>
<b>WATER</b>	<b>January 18 - 31, 2025</b>				
Scott Hagen	\$ 2,206.40	\$ -	3.00	69.75	\$ 1,764.03
Josh Willms	2,126.40	-	3.00	67.50	1,441.33
<b>TOTAL WATER</b>	<b>\$ 4,332.80</b>	<b>\$ -</b>	<b>6.00</b>	<b>137.25</b>	<b>\$ 3,205.36</b>
<b>TOTAL - ALL DEPTS.</b>	<b>\$ 83,744.21</b>	<b>\$ 863.41</b>	<b>12.38</b>	<b>291.01</b>	<b>\$ 62,038.56</b>

# CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING	1,631.20			
JACOB HEINSIUS	PD PEST CONTROL	42.50			
IOWA DEPT OF PUBLIC SAFETY	PD IOWA SYSTEM	300.00			
MONTICELLO COMM SCHOOL DISTRCT	PD FUEL	1,049.90			
	110 POLICE DEPARTMENT TOTAL		3,023.60		
STREET LIGHTS					
ALLIANT ENERGY-IES	335 N SYCAMORE STREETLIGHTS	57.21			
	230 STREET LIGHTS TOTAL		57.21		
CEMETERY					
SPAHN & ROSE LUMBER CO INC	CEMETERY GROUNDS SUPPLIES	29.00			
TRI COUNTY PROPANE LLC	CEMETERY UTILITIES	840.00			
	450 CEMETERY TOTAL		869.00		
SOLDIER'S MEMORIAL BOARD					
MEDIACOM	SLDR MEM TELEPHONE	20.12			
MIDWEST ALARM SERVICES	SLDR MEM FIRE ALARM MONITORING	154.17			
	498 SOLDIER'S MEMORIAL BOARD TOTAL		174.29		
CLERK/CITY ADMIN					
MOLLI JENN HUNTER	JANITORIAL SERVICES	297.50			
	620 CLERK/CITY ADMIN TOTAL		297.50		
ENGINEER					
SNYDER & ASSOCIATES, INC	ENGINEERING FEES	2,762.75			
	640 ENGINEER TOTAL		2,762.75		
CITY HALL/GENERAL BLDGS					
IMFOA	CH DUES - HINRICHSN	100.00			
KARDES INC	CH REFUNDS - CIGARETTE PERMIT	18.75			
MEDIACOM	CH TELEPHONE	20.12			
MIDWEST ALARM SERVICES	CH FIRE ALARM MONITORING	308.34			
SYCAMORE MEDIA CORP	CH ADVERTISING	380.31			
LASER TECH USA, INC. DBA	CH OFFICE SUPPLIES	138.52			
	650 CITY HALL/GENERAL BLDGS TOTAL		966.04		
	001 GENERAL TOTAL		8,150.39		
MONTICELLO BERNDEN CENTER					
PARKS					
BEHREND'S CRUSHED STONE	MBC GROUNDS SUPPLIES	241.54			
CENTRAL IOWA DISTRIBUTING INC	MBC BUILDING SUPPLIES	230.00			
MOLLI JENN HUNTER	JANITORIAL SERVICES	420.00			



# CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
JOHN DEERE FINANCIAL	MBC BLDG REPAIR/MAINT		4.78		
LINDA KAHLER	MBC CLOTHING		484.64		
DAVID B MCNEILL	MBC BUILDING SUPPLIES		10.00		
MONTICELLO COMM SCHOOL DISTRICT	MBC FUEL		105.11		
SYCAMORE MEDIA CORP	MBC ADVERTISING		182.60		
LASER TECH USA, INC. DBA	MBC BUILDING SUPPLIES		37.99		
SPAHN & ROSE LUMBER CO INC	MBC BLDG REPAIR/MAINT		20.43		
ZACHARY D LONG	MBC BLDG REPAIR/MAINT		931.50		
	430 PARKS TOTAL		2,668.59		
	005 MONTICELLO BERNDES CENTER TOTAL		2,668.59		
FIRE					
FIRE					
W.W. GRAINGER, INC	FIRE SUPPLIES		28.80		
KARDES INC	FIRE FUEL		49.38		
MCALEER WATER CONDITIONING INC	FIRE SOFTENER SALT		26.40		
MONTICELLO COMM SCHOOL DISTRICT	FIRE FUEL		367.31		
MUNICIPAL EMERGENCY SERVICES	FIRE EQUIP REPAIR/MAINT		49.13		
LASER TECH USA, INC. DBA	FIRE SUPPLIES		295.74		
CORY REYNER	FIRE SCHOOL TRAVEL		20.94		
	150 FIRE TOTAL		837.70		
	015 FIRE TOTAL		837.70		
AMBULANCE					
AMBULANCE					
AARON'S AUTOMOTIVE LLC	AMB VEHICLE OPERATING		223.70		
JACOB HEINSIUS	AMB PEST CONTROL		42.50		
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES		792.99		
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL		962.79		
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES		3,539.92		
JOSHUA PRUITT	AMB MEDICAL DIRECTOR		500.00		
	160 AMBULANCE TOTAL		6,061.90		
	016 AMBULANCE TOTAL		6,061.90		
LIBRARY IMPROVEMENT					
LIBRARY					
FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS		93.65		
MONTICELLO CHAMBER OF COMMERCE	LIB IMP PROGRAMS/PROMOTIONS		25.00		
	410 LIBRARY TOTAL		118.65		
	030 LIBRARY IMPROVEMENT TOTAL		118.65		

# CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
LIBRARY					
LIBRARY					
CULLIGAN TOTAL WATER -	LIB BUILDING SUPPLIES		26.78		
MOLLI JENN HUNTER	JANITORIAL SERVICES		245.00		
JOHN DEERE FINANCIAL	LIB OFFICE SUPPLIES		34.74		
MEDIACOM	LIB TELEPHONE		40.25		
MICRO MARKETING LLC	LIB AUDIO RECORDINGS		99.78		
MIDWEST ALARM SERVICES	LIB FIRE ALARM MONITORING		154.17		
			-----		
	410 LIBRARY TOTAL		600.72		
			-----		
	041 LIBRARY TOTAL		600.72		
AIRPORT					
AIRPORT					
LAPORTE MOTOR SUPPLY	AIRPORT EQUIP REPAIR/MAINT		164.15		
MCALDER WATER CONDITIONING INC	AIRPORT BUILDING SUPPLIES		35.00		
MONTICELLO AVIATION INC	AIRPORT GROUNDS SUPPLIES		61.80		
			-----		
	280 AIRPORT TOTAL		260.95		
			-----		
	046 AIRPORT TOTAL		260.95		
ROAD USE					
STREETS					
BEHREND'S CRUSHED STONE	RU STREET MAINTENANCE SUPPLIES		102.78		
FRESE MOTORS INC	RU EQUIP REPAIR/MAINT		289.69		
JOHN DEERE FINANCIAL	RU STREET MAINTENANCE SUPPLIES		253.76		
K&S MACHINING AND METAL	RU EQUIP REPAIR/MAINT		1,506.91		
KROMMINGA MOTORS INC	RU EQUIP REPAIR/MAINT		544.20		
LAPORTE MOTOR SUPPLY	RU SUPPLIES		173.85		
MONTICELLO COMM SCHOOL DISTRICT	RU FUEL		943.90		
SPAHN & ROSE LUMBER CO INC	RU BLDG REPAIR/MAINT		119.69		
UNITY POINT CLINIC -	RU OSHA - GRAVEL		21.00		
VERMEER IOWA & N MISSOURI	RU EQUIP REPAIR/MAINT		39.83		
			-----		
	210 STREETS TOTAL		3,995.61		
SNOW REMOVAL					
BEHREND'S CRUSHED STONE	RU SNOW REMOVAL		1,431.45		
R & B SNOW REMOVAL	RU SNOW REMOVAL		240.00		
			-----		
	250 SNOW REMOVAL TOTAL		1,671.45		
			-----		
	110 ROAD USE TOTAL		5,667.06		
TIF PROJECT					
STREETS					
SNYDER & ASSOCIATES, INC	TIF PRO FEES - NORTHRIDGE		5,050.24		

# CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	210 STREETS TOTAL		5,050.24		
	325 TIF PROJECT TOTAL		5,050.24		
CAPITAL IMPROVEMENT STORM WATER FUND SNYDER & ASSOCIATES, INC	SIXTH STREET DITCH PROJECT		342.50		
	865 STORM WATER FUND TOTAL		342.50		
	332 CAPITAL IMPROVEMENT TOTAL		342.50		
C.C. BIDWELL LIBRARY BOOK LIBRARY BAKER & TAYLOR BOOKS MICRO MARKETING LLC	LIB BIDWELL BOOKS LIB BIDWELL BOOKS		642.59 55.80		
	410 LIBRARY TOTAL		698.39		
	502 C.C. BIDWELL LIBRARY BOOK TOTAL		698.39		
TRUST/IOMA MARY BAKER LIBRARY CENTER POINT PUBLISHING	LIB BAKER BOOKS		161.56		
	410 LIBRARY TOTAL		161.56		
	503 TRUST/IOMA MARY BAKER TOTAL		161.56		
WATER WATER HAWKINS WATER TREATMENT STATE HYGIENIC LABORATORY JOHN DEERE FINANCIAL MONTICELLO COMM SCHOOL DISTRCT MUNICIPAL SUPPLY INC UNITY POINT CLINIC -	WATER SYSTEM WATER LAB TESTS WATER SUPPLIES WATER FUEL WATER SUPPLIES WATER OSHA - WILLMS		1,002.82 79.00 10.98 260.09 918.26 31.50		
	810 WATER TOTAL		2,302.65		
	600 WATER TOTAL		2,302.65		
CUSTOMER DEPOSITS WATER RYAN BARNER CITY OF MONTICELLO JAMIE O'HOWELL	WATER DEPOSIT REFUND O'HOWELL/JAMIE WATER DEPOSIT REFUND		71.50 270.30 58.20		

# CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	810 WATER TOTAL		400.00		
	602 CUSTOMER DEPOSITS TOTAL		400.00		
WATER CAPITAL IMPROVEMENT					
WATER					
SNYDER & ASSOCIATES, INC	WATER TOWER PAINTING		276.75		
	810 WATER TOTAL		276.75		
	604 WATER CAPITAL IMPROVEMENT TOTAL		276.75		
SEWER					
SEWER					
TRACY L CHAPPELL	SEWER EQUIP REPAIR/MAINT		123.75		
BRIAN CROWLEY	SEWER VEHICLE OPERATING		50.00		
FAREWAY STORES #840-1	SEWER LAB SUPPLIES		21.60		
STATE HYGIENIC LABORATORY	SEWER LAB TESTS		1,215.00		
JOHN DEERE FINANCIAL	SEWER SUPPLIES		63.47		
MACQUEEN EQUIPMENT LLC	SEWER EQUIP REPAIR/MAINT		587.35		
MONTICELLO COMM SCHOOL DISTRICT	SEWER FUEL		260.11		
MSA SAFETY SALES LLC	SEWER OSHA SUPPLIES		666.00		
LASER TECH USA, INC. DBA	SEWER LAB SUPPLIES		79.05		
TRI COUNTY PROPANE LLC	SEWER UTILITIES		2,100.00		
UNITY POINT CLINIC -	SEWER OSHA - WILLMS		21.00		
VFW FLAG STORE	SEWER SUPPLIES		25.00		
	815 SEWER TOTAL		5,212.33		
	610 SEWER TOTAL		5,212.33		
SANITATION					
SANITATION					
JONES COUNTY SOLID WASTE	SANITATION LOAD TICKETS		24.70		
REPUBLIC SERVICES	DUMPSTER COLLECTIONS		17,038.94		
UNITY POINT CLINIC -	SANITATION OSHA - GRAVEL		10.50		
	840 SANITATION TOTAL		17,074.14		
	670 SANITATION TOTAL		17,074.14		
	Accounts Payable Total		55,884.52		

**CLAIMS REPORT  
CLAIMS FUND SUMMARY**

FUND NAME	AMOUNT
001 GENERAL	8,150.39
005 MONTICELLO BERNDEN CENTER	2,668.59
015 FIRE	837.70
016 AMBULANCE	6,061.90
030 LIBRARY IMPROVEMENT	118.65
041 LIBRARY	600.72
046 AIRPORT	260.95
110 ROAD USE	5,667.06
325 TIF PROJECT	5,050.24
332 CAPITAL IMPROVEMENT	342.50
502 C.C. BIDWELL LIBRARY BOOK	698.39
503 TRUST/IOMA MARY BAKER	161.56
600 WATER	2,302.65
602 CUSTOMER DEPOSITS	400.00
604 WATER CAPITAL IMPROVEMENT	276.75
610 SEWER	5,212.33
670 SANITATION	17,074.14
-----	
TOTAL FUNDS	55,884.52

**City of Monticello  
2025 Monticello Volunteer Fire Department Roster**

Joe Bayne - Fire Chief	Billy Norton - Assistant Chief	Johnny Russ - Training Officer Tiler Streets - Training Officer
Joe Bayne	Reece Norton	<u>Jr. Firefighters</u>
Mike Bader	Shannon Poe	Natalie Henderson
Billy Norton	Matt Johnson	Izzy Taylor
Josh Kray	Ron Herman	Nevaeh Norton
Nick Kahler	Ben Hein	Isaac Kray
Dave Husmann	Cory Reyner	Addison Norton
Johnathan (John) Snyder	Sam Hunt	
Brian Hinrichs	Ben Bollwitt	
Drew Haag	Preston Taylor	
Tommy Norton	Zebulyn Bowser	
Chris Hinrichs	Greg Kraus	
Josh Kelchen	Tiler Streets	
Alex Green	Kyle Stadtmueller	
Kody Miles	Spencer Pins	
Jackson Snyder	Clayton Kraus	
Brian Wolken	Devin Kraus	
Devin Arduser	Jamie Chappell	
Johnny Russ		

**City Council Meeting**  
**Prep. Date:** 02/12/2025  
**Preparer:** Russell Farnum



**Agenda Item:** # 1 – 7  
**Agenda Date:** 02/17/2025

*Communication Page*

**Agenda Items Description:** Kwik Star Proposal - Lot 1 of Welter’s First Addition

**Type of Actions Requested:** Public Hearing(s), followed by: Development Agreement, Urban Renewal Area Amendment, Plat, Site Plan, and Sign Plan Resolutions

**Attachments & Enclosures:**

Resolutions, Development Agreement, Plat, Sign
Plan, Site Plan, Building Elevations

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Synopsis:** Kwik Trip Inc., the parent company of Kwik Star, is proposing to purchase a 5-acre portion of Lot 1 of Welter’s First Addition, at the southeast corner of Welter Drive and South Main Street, for the development of a Kwik Star gas station/convenience store/truck fueling facility.

The Kwik Star proposal includes the following requests:

1. Approval of a Development Agreement;
2. Approval of an Amendment to the Urban Development Plan to include this as a Project;
3. Approval of that Final Plat for Resubdivision of Lot 1 of Welter’s First Addition;
4. Approval of a Site Plan for Kwik Star
5. Approval of a Sign Plan for Kwik Star

Kwik Trip is planning to construct this Kwik Star project in 2026. A review and discussion of the proposal follows.

**Background Information:**

**Development Agreement:** The development agreement follows the format commonly used for neighboring projects in the Welter development. This includes a “Land Grant” of \$20,000 per acre (in this case \$100,000 for the purchase of 5 acres), and 5 years of reducing tax rebates, from 100% to 60% in 10% increments.

Kwik Trip agrees to construct a 9200 square foot convenience store, gas station and truck stop/fueling facility, with a minimum taxable value of \$2 million. The first Land Grant payment (\$20,000) is made upon completion of the construction, and the tax rebates and remaining land grant payment are made annually after the tax payments are completed.

The Land Grant is capped at \$100,000 and the overall tax rebates are capped at \$293,000, for a net incentive of \$393,000.

**Urban Renewal Area:** The proposed Kwik Star project reflects a new investment of over \$2,000,000 in the land, buildings, and other improvements to the site. This is in addition to the sales tax, fuel taxes, and other revenue that will be generated over the years.

In order to proceed with the Development Agreement and provide the requested financial incentives, the City must include this as a project in the City's Urban Renewal Plan.

**Final Plat:** The final plat for Lot 1 of Welter's First Addition divides the 9.29 acre lot into two portions, the west half being just over 5 acres, proposed Parcel 2024-52, which is where the Kwik Star proposal would be located, and the eastern 4-ish acre portion being Parcel 2024-53, for future development. The plat is complete and correct, except for two relatively minor issues:

- a. The proposed parcel numbers will need to be updated to 2025, since the year has changed;
- b. There is some ongoing dialogue about some existing right-of-way and easement issues along South Main Street, mostly involving Kwik Star purchasing land that contains easements. It is likely that the plat will be revised so the Kwik Star is purchasing only the level area of the site, and the remaining ditch and bank areas will be deeded or dedicated as right-of-way. This discussion primarily is between the buyer and seller, and does not change the site plan, nor does it impact the City's right-of-way or use of the drainage ditch along the west side of the property.

Neither of these issues impact the development, but the plat will be updated slightly before it is recorded, and will not be identical to the one in the packet.

**Site Plan:** The site plan includes development of a 9,215 square foot, all-brick Kwik Star convenience store, with 10 automotive fueling pumps, and 2 lanes for semi-trucks, with diesel pumps. An attractive landscaping plan is also proposed. The subject property is on the southeast corner of Welter Drive and Main Street.

The auto pumps will be to the west of the convenience store facility, and the diesel pumps will be to the south of the convenience store. The auto and truck pumps will each have separate canopies. The site will have entrances from Welter Drive, on the north line of the site, and no curb cuts on Main Street. Sufficient parking and vehicle maneuvering area is provided on site, so that no vehicles will need to stack up on the Welter Drive right-of-way.

A stormwater detention facility will be along the south side of the property, and all drainage on the site will flow into that pond. The storm water report demonstrates the stormwater pond complies with City code.

The City Engineer has reviewed the site plan and related documents, and recommended a number of relatively minor corrections and changes that don't impact the overall site plan but are important clarifications prior to actual construction occurring on the site. Kwik Star has corrected all of the changes and the Site Plan and related documents are ready for Council approval.

Traffic has been presented as a concern, as the intersection at Welter Drive and South Main can become congested at peak times when Kirkwood is changing classes or during grain season. The intersection was designed for this type of development, and is wide to accommodate large truck



movements in every direction. The Kwik Star development will create more traffic in this area, but it will be modest in relation to the future build out of this entire area. The current intersection will not warrant a 4-way stop, or a traffic signal, from the Kwik Star development. That would be something the City will continue to monitor and make those changes in the future, when warranted.

However, Kwik Star has agreed to provide striping for the center line and turn lanes along their site on Welter Drive, as part of their development. This will help define the queuing and add order to the intersection during peak traffic flows.

**Sign Plan:** Kwik Star is proposing a variety of site, directional and canopy signs, as well as 2 wall signs for the building, and two pylon signs. The site, directional and canopy signs, and the wall signs, are compliant with the City's sign ordinance, pending Council approval of the pylon signs. The two pylon signs proposed are:

1. The main sign near Welter Drive and South Main, with a size of 85 square feet and 16 feet high, with an LED message board, fuel pricing, and Kwik Star branding;
2. A 190 square foot sign near the Highway 151 off-ramp, with Kwik Star branding, price signs, and "Hot Food", and a height of 55 feet. *Note: Kwik Star originally proposed 45 feet, but requested approval of 55 feet after the Council approved the nearby Casey's sign.*

For comparison, Casey's just updated the signs at the former Kardes 151. Planning and Zoning and the City Council ultimately approved 183 square feet for the pylon sign (57'-9" high) near the on-ramp, and 105 square feet in area and 25' tall for the sign at 190<sup>th</sup> Street and South Main. There was extra consideration given because the signs replaced existing BP signs that had been approved when the site was constructed.

**Recommendation:**

The Planning and Zoning Board of Appeals reviewed these requests at their January meeting, and unanimously recommended approval. Approval of these requests is recommended.

DATE FOR HEARING ON  
DEVELOPMENT AGREEMENT AND  
TAX INCREMENT PAYMENTS

(Kwik Trip Inc.)

Monticello, Iowa

February 17, 2025

A meeting of the City Council of the City of Monticello, Iowa, was held at the Monticello Renaissance Center, Community Media Room, Monticello, Iowa, 6:00 o'clock p.m., on February 17, 2025, pursuant to the rules of the Council.

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

Present:

Absent:

Mayor opened Public Hearing on proposed Development Agreement with Kwik Trip Inc. No public comments were received. Mayor closed the hearing.

Mayor opened the public hearing on designation of Amended Monticello Urban Renewal Plan, to include Kwik Trip Inc. Project. No public comments were received. Mayor closed the hearing. Brenneman moved to approve Resolution #2025-\_\_\_ To Approve Amendment to Urban Renewal Plan to include Development Agreement and Economic Incentives to Kwik Trip Inc., Langerman seconded. After due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes:

Nays:

Abstained:

Whereupon, the Mayor declared said resolution duly adopted.

**RESOLUTION NO. 2025-\_\_\_\_\_**

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

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

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

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

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

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

**NOW THEREFORE, IT IS RESOLVED** by the City Council of the City of Monticello, Iowa, on this 17<sup>th</sup> day of February, 2025, by the approval of this Resolution, does hereby approve the proposed Development Agreement and incentives offered therein.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 17<sup>th</sup> day of February, 2025.

\_\_\_\_\_  
Wayne Peach, Mayor

Attest: \_\_\_\_\_  
Sally Hinrichsen, City Clerk/Treasurer

## DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into between the City of Monticello, Iowa (the “City”), and Kwik Trip, Inc. (the “Developer”) as of the 17th day of February, 2025 (the “Commencement Date”).

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

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

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

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

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

NOW THEREFORE, the parties hereto agree as follows:

### **A. Developer Covenants**

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

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

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

4. The Developer agrees to certify to the City by no later than October 15<sup>th</sup> of each year during the Term, as hereinafter defined, commencing October 15, 2027<sup>1</sup>, 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

---

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

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

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

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

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

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

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

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

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

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

## **B. City's Covenants**

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1). Upon completion of construction and the issuance of an occupancy permit from the City with respect to the completed Project, the Developer shall receive a portion of the Land Purchase Grant in the amount of \$20,000;
- 2). The Developer will receive the remainder of the Land Purchase Grant, in four (4) payments each of the amount of \$20,000, upon the first through fourth year anniversary of the issuance of the occupancy permit, so long as the Developer is not in default on any term of this agreement.

**C. Administrative Provisions**

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

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



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

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

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

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

CITY OF MONTICELLO, IOWA

By \_\_\_\_\_  
Wayne Peach, Mayor

Attest:

\_\_\_\_\_  
Sally Hinrichsen, City Clerk

STATE OF IOWA            )  
  )  
COUNTY OF JONES        )

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

Notary Public, State of Iowa  
My commission expires:

FOR KWIK TRIP, INC.

By: \_\_\_\_\_  
David P. Wagner  
CFO and Treasurer

STATE OF WISCONSIN    )  
  )  
COUNTY OF LA CROSSE )

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

Notary Public, State of Wisconsin  
My commission expires:

**Exhibit A**  
**Legal Description**

A part of LOT 1 OF WELTER'S FIRST ADDITION to the City of Monticello, Iowa, EXCEPT PARCEL 2015-61, as shown in the PLAT OF SURVEY recorded in PLAT BOOK V, PAGE 30 (and as Document No. 2015-2701) of the Jones County, Iowa records & more particularly described as follows:

Commencing at the NE corner of Parcel 2015-61 of Lot 1 of Welter's First Addition;

Thence South 88°37'46" West along the North line of said Parcel 2015-61 & also being the South Right Of Way (ROW) line of Welter Drive, a distance of 479.58 feet, also being the Point of Beginning;

Thence South 00°00'00" East (bearing is based from NAO 83, Zone 1401, Iowa North Coordinate System) a distance of 549.27 feet to the North ROW line of US HWY 151;

Thence South 88°37'16" West along the North ROW line of said HWY 151, a distance of 320.19 feet to the ROW line intersection of said HWY 151 & Amber Road (Business 151);

Thence North 30°34'08" West along the ROW line of said HWY 151 & said Road, a distance of 168.03 feet to the East ROW line of said Road;

Thence North 00°53'15" West along the East ROW line of said Road, a distance of 402.49 feet to the South ROW line of Welter Drive;

Thence North 88°37'46" East along the South ROW line of said Drive, a distance of 411.91 feet to the Point of Beginning;

The total area of perimeter surveyed is 5.00 acres and is subject to all easements of record and not of record.

*(Note: Once approved this parcel will be platted and will have a Parcel Number also)*

**EXHIBIT B**

**DEVELOPER'S ESTIMATE WORKSHEET**

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

**EXHIBIT C**

---

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

**MINIMUM ASSESSMENT AGREEMENT**

**THIS MINIMUM ASSESSMENT AGREEMENT** (this “Agreement”), dated as of the \_\_\_ day of \_\_\_, 2024, by and among the City of Monticello, Iowa (the “City”), Kwik Trip, Inc. (the “Developer”), and the County Assessor of Jones County (the “Assessor”).

**WITNESSETH**

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

**WHEREAS**, a development agreement (the “Development Agreement”), dated February 17, 2025, has been executed between the City and the Developer with respect to construction of an approximate 9,200 square foot convenience store and gas station/truck stop facility (the “Project”) on the Property; and

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

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

1. Effective January 1, 2028 the minimum actual value which shall be assessed for the Property, considering the improvements to be constructed thereon, shall be Two Million Dollars (\$2,000,000.00) until termination of this Agreement.
2. The Developer hereby agrees that the assessed valuation (hereinafter referred to as the “Minimum Actual Value”) set forth in Section 1 above shall become and remain effective as of January 1, 2028, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Developer acknowledges that the City has chosen to enter into a Development Agreement with the Developer at least in part because of Developer’s agreement to the terms set forth herein related to minimum valuation and assessment.
3. The Developer agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Developer further agrees that until this Agreement is terminated it will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.
4. This Agreement, and the minimum assessed valuation established herein, shall be effective until such time as the City’s obligation to make Payments (as defined in the Development Agreement) has been satisfied in full (the “Term”).
5. Nothing herein shall be deemed to waive the Developer’s rights under Section 403.6(19) Code of Iowa, (2019) or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value.
6. This Agreement shall be promptly recorded with the Jones County Recorder, along with a copy of Iowa Code Section 403.6, same being set forth within Exhibit B attached hereto.
7. Developer certifies there are no lienholders of record as of the date of the Agreement.
8. Neither the preamble nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Developer, including the Development Agreement.

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

Signed and dated this 17th day of February, 2025.

**City of Monticello, Iowa**

\_\_\_\_\_  
Wayne Peach, Mayor

Attest:

\_\_\_\_\_  
Sally Hinrichsen, City Clerk

Signed and dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

**KWIK TRIP, INC.**

\_\_\_\_\_  
By:  
Its:

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

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

(TBD) Sublot A of Lot 1 of Welters Addition, a portion of the tract of land having PIN \_\_\_\_\_ to the City of Monticello, County of Jones, State of Iowa.



## EXHIBIT B

### **Iowa Code Section 403.6 Powers of municipality.**

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

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

The undersigned assessor, being legally responsible for the assessment of the above-described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$ \_\_\_\_\_

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

CERTIFICATION OF ASSESSOR

I, Sarah Benter, the undersigned Assessor, being legally responsible for the assessment of the above- described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements as of January 1, 2028, shall be not less than Two Million Dollars (\$2,000,000.00) until termination of the Agreement.

---

Sarah Benter  
County Assessor for Jones County, State of Iowa

STATE OF IOWA            )  
                                      )§  
COUNTY OF JONES        )

Subscribed and sworn to before me by Sarah Benter, Assessor for the County of Jones, Iowa.

---

Notary Public, State of Iowa

# The City of Monticello, Iowa

## RESOLUTION #2025-

### **To Approve Amendment to Urban Renewal Plan to include Development Agreement and Economic Incentives to Kwik Trip, Inc.**

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

**WHEREAS,** The Council, being been duly advised, has determined it appropriate and desirable to amend the Urban Renewal Plan to include the provision of incentives to be paid to Kwik Trip, Inc. consistent with a previously approved Development Agreement in return for the construction of a 9200 square foot convenience store/gas station/truck stop to the City of Monticello, County of Jones, State of Iowa, along Welter Drive in Welter’s First Addition, and

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council in session this 17<sup>th</sup> day of February, 2025, that the proposed amendment to the Monticello Urban Renewal Plan, 2025 Plan Amendment #1, approving an amendment to the plan to provide incentives to the Developer in return for the construction of a 9200 square foot convenience store/gas station/truck stop to the City of Monticello, County of Jones, State of Iowa, along Welter Drive in Welter’s First Addition, as set out fully in a Development Agreement between the Developer and the City to be approved by City Council.

**IN TESTIMONY WHEREOF,** I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 17<sup>th</sup> day of February, 2025.

---

Wayne Peach, Mayor

Attest:

---

Sally Hinrichsen, City Clerk/Treasurer

# The City of Monticello, Iowa

RESOLUTION #

## **Approving Plat of Resubdivision of Lot 1 of Welter's First Addition in the City of Monticello**

**WHEREAS,** The Plat of Resubdivision of Lot 1 of Welter's First Addition has been presented to the City Council for approval, same being located within the City Limits of the City of Monticello, and

**WHEREAS,** The Plat will subdivide Lot 1 into two parcels which will be numbered appropriately, and

**WHEREAS,** The City Planning and Zoning Board has reviewed the Plat of Survey and recommends that it be approved, and

**WHEREAS,** The City Council finds that the Plat of Lot 1 of Welter's First Addition should be approved.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve the Plat of Resubdivision of Lot 1 of Welter's First Addition.

**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 17<sup>th</sup> day of February, 2025.

---

Wayne Peach, Mayor

Attest:

---

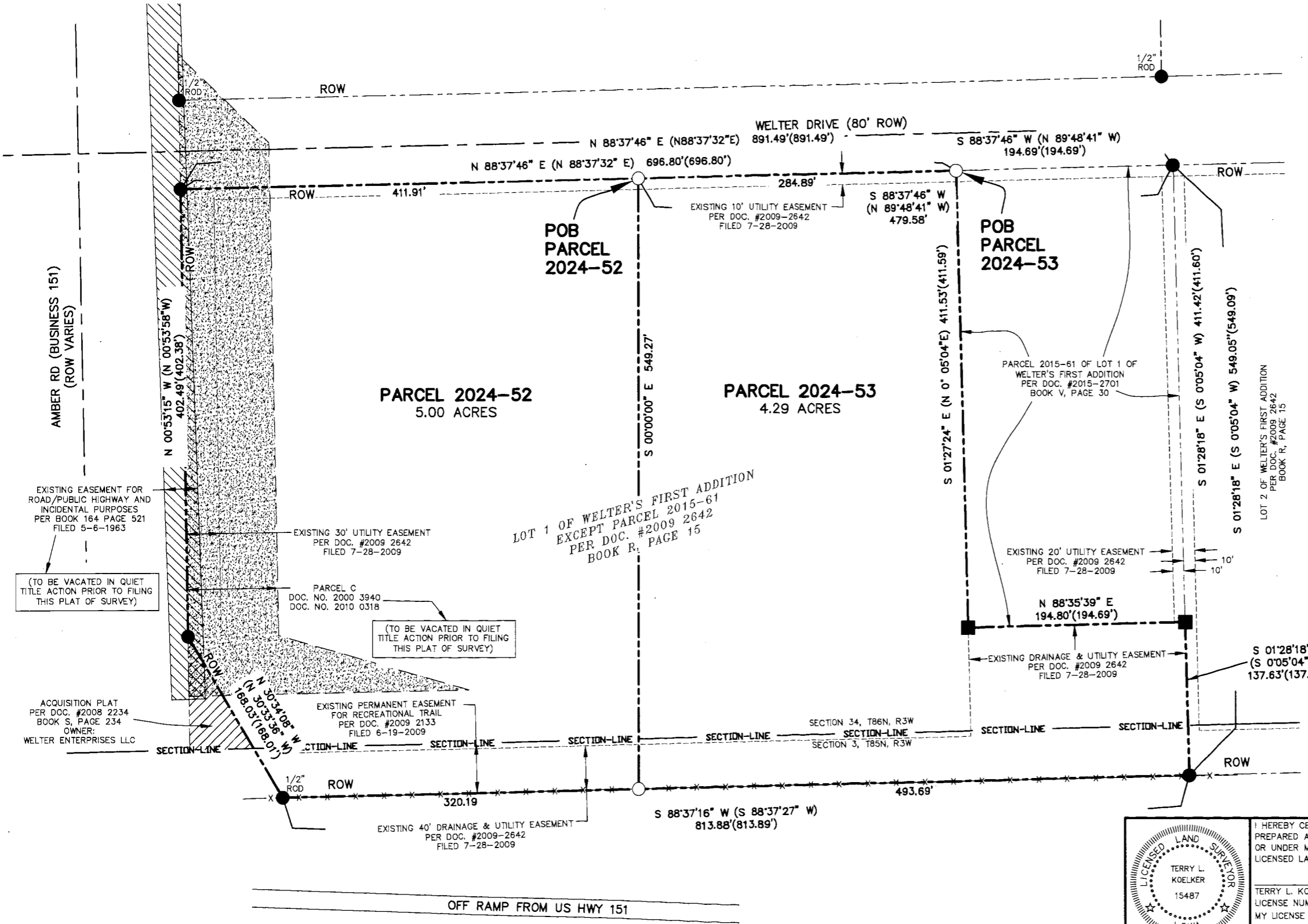
Sally Hinrichsen, City Clerk/Treasurer

# Plat of Survey of: PARCEL 2024-52 & PARCEL 2024-53, in the City of Monticello, Iowa

**INDEX LEGEND**  
 Location: Parcel 2024-52 & Parcel-53 both of Lot 1 of Welter's First Addition to the City of Monticello, Iowa, Except Parcel 2015-61 located in the SW1/4 of Section 34, T86N, R3W and in the NW1/4 of Section 3, T85N, R3W of the 5th P.M., in the City of Monticello, Jones County, Iowa  
 Requestor: Bradford Fry - Kwik Trip  
 Proprietor: Welter Enterprises LLC - 16561 County Rd E16, Monticello, IA 52310  
 Surveyor: Terry L. Koelker  
 Company: Buesing & Associates, Inc.  
 1212 Locust St., Dubuque, IA 52001  
 Return To: Buesing and Associates, 1212 Locust St. Dubuque, IA 52001

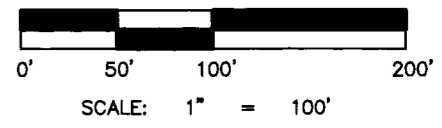
PREPARED BY: TERRY L. KOELKER, BUESING & ASSOCIATES  
 1212 LOCUST STREET, DUBUQUE, IOWA

**NOTE**  
 THIS SURVEY IS COMPRISED OF: LOT 1 OF WELTER'S FIRST ADDITION TO THE CITY OF MONTICELLO, IOWA, EXCEPT PARCEL 2015-61

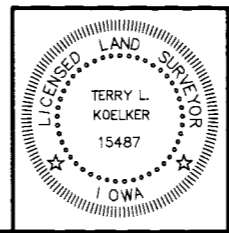


**LEGEND**

●	FOUND 1/2" ROD W/RED CAP #7060 (UNLESS OTHERWISE NOTED)
■	FOUND 1/2" ROD W/YELLOW CAP #12642
○	PLACED 5/8" ROD W/ORANGE CAP #15487
—	PROPERTY LINE
- - -	SURVEYED PROP. LINE
- · - · -	EXISTING EASEMENT LINE
- - - - -	CENTERLINE
- X - X - X - X -	EXISTING FENCE LINE RECORDED AS DIMENSION
( )	POINT OF BEGINNING
— X —	RIGHT OF WAY



- NOTES**
1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
  2. TOTAL AREA OF PERIMETER SURVEYED IS 9.29 ACRES.
  3. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
  4. BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

TERRY L. KOELKER  
 LICENSE NUMBER 15487  
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

(DATE) \_\_\_\_\_

SHEETS COVERED BY THIS SEAL : SHEETS 1 & 2

**BUESING ASSOCIATES INC.**  
 ENGINEERS AND SURVEYORS  
 1212 LOCUST ST., DUBUQUE, IA (563) 556-4389

DRAWN BY: JCH	CHECKED BY: TLK
SURVEY DATE: 6/26/2024	PLOT DATE: 10/31/2024
DWG. NO. 24157-02	SCALE: 1" = 100'

**SHEET 1 OF 2**

**Surveyor's Certificate**

Monticello, Jones County, Iowa

I hereby certify that the plat shown on sheet 1 of 2 is a true and correct Plat of Survey of: **Parcel 2024-52 & Parcel 2024-53**, in the City of Monticello, Iowa.

**Parcel 2024-52:** being a part of LOT 1 OF WELTER'S FIRST ADDITION to the City of Monticello, Iowa, EXCEPT PARCEL 2015-61, as shown in the PLAT OF SURVEY recorded in PLAT BOOK V, PAGE 30 (and as Document No. 2015-2701) of the Jones County, Iowa records & more particularly described as follows:

Commencing at the NE corner of Parcel 2015-61 of Lot 1 of Welter's First Addition;

Thence South 88°37'46" West along the North line of said Parcel 2015-61 & also being the South Right Of Way (ROW) line of Welter Drive, a distance of 479.58 feet, also being the Point of Beginning;

Thence South 00°00'00" East (bearing is based from NAD 83, Zone 1401, Iowa North Coordinate System) a distance of 549.27 feet to the North ROW line of US HWY 151;

Thence South 88°37'16" West along the North ROW line of said HWY 151, a distance of 320.19 feet to the ROW line intersection of said HWY 151 & Amber Road (Business 151);

Thence North 30°34'08" West along the ROW line of said HWY 151 & said Road, a distance of 168.03 feet to the East ROW line of said Road;

Thence North 00°53'15" West along the East ROW line of said Road, a distance of 402.49 feet to the South ROW line of Welter Drive;

Thence North 88°37'46" East along the South ROW line of said Drive, a distance of 411.91 feet to the Point of Beginning;

The total area of perimeter surveyed is 5.00 acres and is subject to all easements of record and not of record.

**Parcel 2024-53:** being a part of LOT 1 OF WELTER'S FIRST ADDITION to the City of Monticello, Iowa, EXCEPT PARCEL 2015-61, as shown in the PLAT OF SURVEY recorded in PLAT BOOK V, PAGE 30 (and as Document No. 2015-2701) of the Jones County, Iowa records & more particularly described as follows:

Commencing at the NE corner of Parcel 2015-61 of Lot 1 of Welter's First Addition;

Thence South 88°37'46" West along the North line of said Parcel 2015-61 & also being the South Right Of Way (ROW) line of Welter Drive, a distance of 194.69 feet to the NW corner of said Parcel 2015-61, also being the Point of Beginning;

Thence South 01°27'24" East (bearing is based from NAD 83, Zone 1401, Iowa North Coordinate System) along the West line of said Parcel 2015-61, a distance of 411.53 feet to the SW corner of said Parcel 2015-61;

Thence North 88°35'39" East along the South line of said Parcel 2015-61, a distance of 194.80 feet to a point on the West line of Lot 2 of Welter's First Addition;

Thence South 01°28'18" East along the West line of said Lot 2, a distance of 137.63 feet to the North ROW line of US HWY 151;

Thence South 88°37'16" West along the North ROW line of said HWY 151, a distance of 493.69 feet;

Thence North 00°00'00" West a distance of 549.27 feet to the South ROW line of Welter Drive;

Thence North 88°37'46" East along the South ROW line of said Drive, a distance of 284.89 feet to the Point of Beginning;

The total area of perimeter surveyed is 4.29 acres and is subject to all easements of record and not of record.

I hereby certify that this land surveying document was prepared, and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed land surveyor under the laws of the State of Iowa.

\_\_\_\_\_  
Terry L. Koelker  
Licensed Land Surveyor  
Registration No. 15487

\_\_\_\_\_  
Date

# The City of Monticello, Iowa

## RESOLUTION #

### Approving Kwik Star Site Plan

**WHEREAS,** Kwik Trip Inc. has presented the Kwik Star Site Plan for review and consideration, and

**WHEREAS,** The proposed Site Plan has been reviewed by the City staff and the Planning and Zoning Board, and

**WHEREAS,** The Planning & Zoning Board recommended the approval of the site plan,

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve the Kwik Star Site Plan.

**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 17<sup>th</sup> day of February, 2025.

---

Wayne Peach, Mayor

Attest:

---

Sally Hinrichsen, City Clerk/Treasurer



## Store Engineering

PHONE 608-793-5555

FAX 608-781-8960

1626 Oak St., P.O. Box 2107

La Crosse, WI 54602

[www.kwiktrip.com](http://www.kwiktrip.com)

November 25, 2024

City of Monticello  
Russ Farnum - City Administrator  
200 East First Street  
Monticello, IA 52310

### RE: Kwik Star #1763 Monticello New Build

Dear Mr. Farnum:

This letter is intended to accompany the submittal for our application to the city of Monticello for the requested Site Development Plan Review. Please accept this letter as our request to be placed on the next available Planning & Zoning Commission Meeting Agenda as well as the City Council Meeting Agenda.

Kwik Trip, Inc. is proposing the construction of a convenience store, 10 dispenser fueling canopy and a 2-lane diesel canopy. Included in the submittal is the Cover Letter, Civil plans, Stormwater Calculations, Building/Canopy Elevations, and the Sign plan.

#### Operations

The requested hours of operation will be 24 hours for all uses. The type of products that will be sold will be similar to that of our existing stores throughout the mid-west: fresh produce, bakery and dairy, hot and cold food and beverages, fresh meat and groceries, tobacco products, lotto, convenience store merchandise, alcohol, gasoline, diesel, E-85, ice and propane. The outside merchandising of products is being requested next to the store (three ice chests and one propane cage) and underneath the proposed main canopy. To ensure that the freshest products are sold in our stores, we request that daily deliveries be allowed.

---

#### OUR MISSION

*To serve our customers and community more effectively than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated, and to make a difference in someone's life.*

---



### Buildings, Architecture and Site Design

The architectural elements in this state-of-the-art building consist of a full brick cladding, standing seam metal roof, store front aluminum openings and stucco accents. Extensive landscaping, modern storm water facilities, pylon and wall signage, customer and employee parking, concrete paving with curb and gutter are also included in the overall site design.

### Investment in the City

This project will be a multi-million dollar investment in the city of Monticello. Not only in the physical improvements and development of a vacant parcel, but also an investment of approximately 25 to 30 new permanent jobs in the City. The projected payroll here is estimated to be approximately \$500,000 annually.

### Community Partner

We pride ourselves in being an asset in the communities where we are located. Families can walk or ride their bikes to our stores. Retirees on fixed income can access fresh groceries like milk, eggs, bread and fruit just steps from their car. We take pride in giving back to the communities we serve with charitable donations and by partnering with local non-profits. Kwik Trip would be happy to provide any additional information or answer any questions or concerns the city of Monticello may have with our submittal. Please feel free to call or email with any questions you may have.

Sincerely,

Trent Kastenschmidt  
Project Manager  
Store Engineering  
[TKastenschmidt@kwiktrip.com](mailto:TKastenschmidt@kwiktrip.com)  
608-793-6456



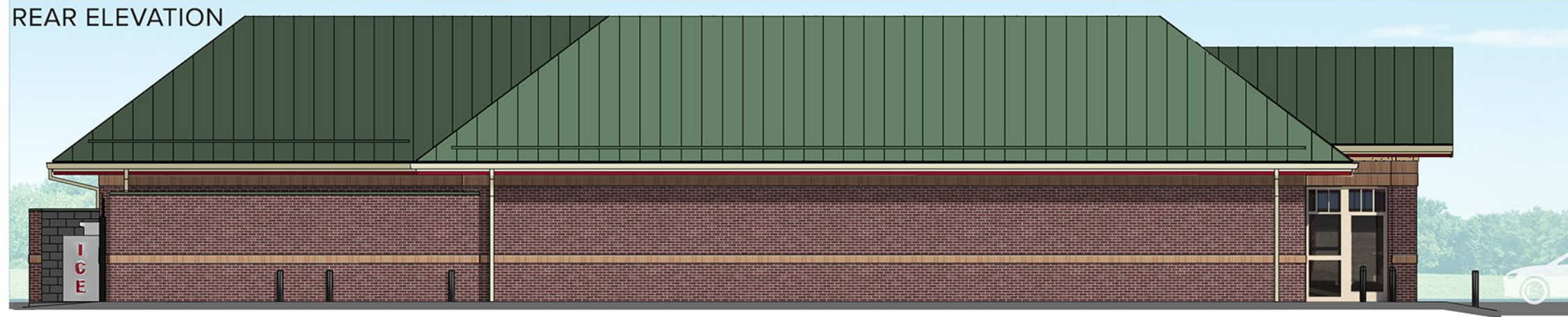
FRONT ELEVATION



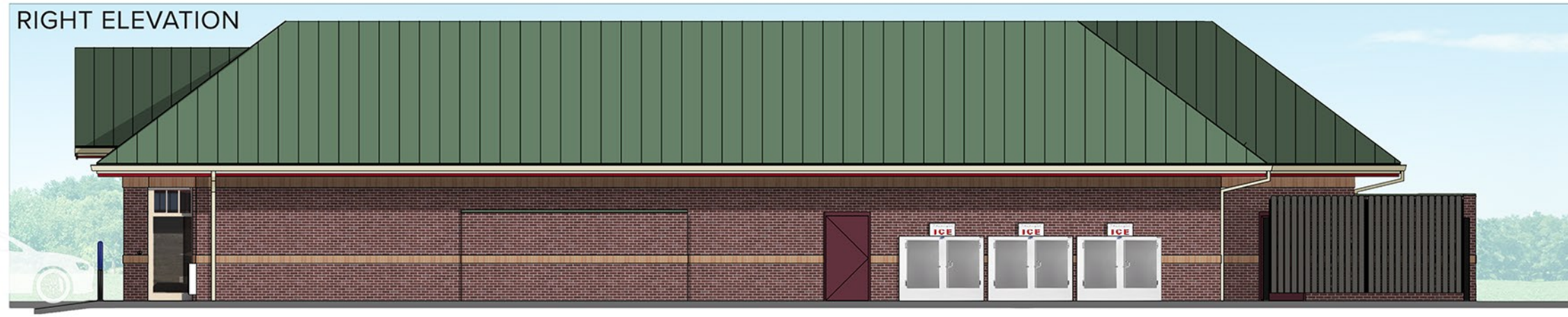
LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



A NEW CONVENIENCE STORE FOR  
MONTICELLO, IA



KWIK TRIP, Inc.  
P.O. Box 2107  
1626 Oak Street  
La Crosse, WI 54602  
PH. (608) 781-8988



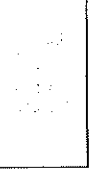
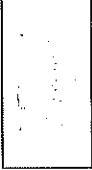


# SITE IMPROVEMENT PLANS FOR:

**KWIK STAR #1763  
MONTICELLO, IA**



KWIK TRIP, Inc.  
P.O. BOX 2107  
LACROSSE, WI 54602-2107  
PH. (608) 784-8888  
FAX (608) 784-8860



**TITLE SHEET**  
**CONVENIENCE STORE 1763**  
**MONTICELLO, IOWA**

NO. 24	DATE	DESCRIPTION
0001	04/20/2024	ISSUE FOR PERMITS

**NOTES**

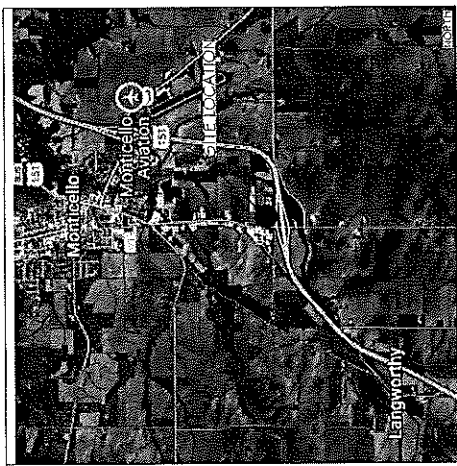
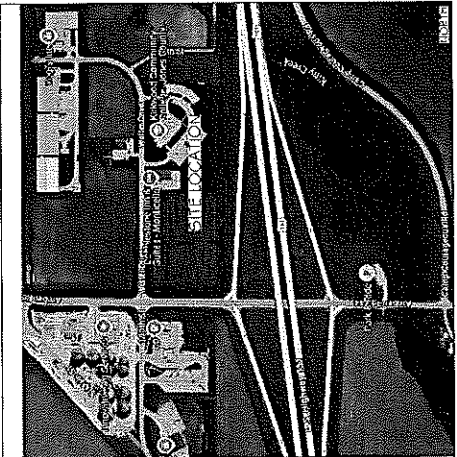
ALL WORK DONE ON THE PROJECT SHALL BE IN ACCORDANCE WITH THE CITY OF MONTICELLO CITY CODE AND THE 2025 VERSION OF SUDAS.

ANY PROPOSED CHANGES TO THE PLAN SET SHALL BE APPROVED IN WRITING BY THE CITY OF MONTICELLO CITY ADMINISTRATOR OR PUBLIC WORKS DIRECTOR.

CONTRACTOR IS RESPONSIBLE FOR ANY CHANGES MADE DURING CONSTRUCTION THAT HAVE NOT BEEN GRANTED APPROVAL IN WRITING BY THE CITY OF MONTICELLO CITY ADMINISTRATOR OR PUBLIC WORKS DIRECTOR.

NOTIFY OWNER, CITY OF MONTICELLO AT LEAST 48 HOURS BEFORE BEGINNING WORK.

DRAWING INDEX	TITLE SHEET
C001	SITE KEYNOTE PLAN
C100	SITE CIRCULATION PLAN
C180	SITE DIMENSION PLAN
C191	GRADE PLAN
C200	GRADE PLAN ENLARGED
C202	GRADE PLAN ENLARGED
C300	STORM SEWER PLAN
C301	STORM SEWER NOTES & DETAILS
C400	UTILITY PLAN
C401	UTILITY NOTES & DETAILS
C500	SITE PLAN DETAILS
C501	SITE PLAN DETAILS
C502	SUDAS SITE PLAN DETAILS
C503	SUDAS SITE PLAN DETAILS
C600	EROSION CONTROL PLAN
C601	EROSION CONTROL NOTES
C602	EROSION CONTROL DETAILS
C603	EROSION CONTROL DETAILS
C700	LANDSCAPE PLAN
C800	PHOTOMETRIC SITE PLAN
C801	PHOTOMETRIC RENDERING PLAN



I hereby certify that this document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

**Bob Mueller**  
No. 12825  
My license renewal date is June 30, 2025.  
Page or pages numbered by this seal: 001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020.



I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

**Trent Kastenschmidt**  
No. 12825  
My license renewal date is December 31, 2025.  
Page or pages numbered by this seal: 001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020.



**OWNER:**  
TRENT KASTENSCHMIDT  
KWIK TRIP INC  
1626 OAK STREET  
LACROSSE, WI 54602  
608-793-6456

**SITE PLANNER:**  
INSTITUT SITE PLANNING  
3113 FERNBROOK LN N, SUITE 260  
PLYMOUTH, MN 55447  
BOB MUELLER  
763-383-8400  
Bob@instit.com.net

**CIVIL ENGINEER:**  
SUNDF ENGINEERING  
10830 NEBBITT AVE SOUTH  
BLOOMINGTON, MN 55437  
952-881-3344

**ARCHITECT:**  
VANTAGE ARCHITECTS  
750 3RD ST N, SUITE F  
LA CROSSE, WI 54601  
608-784-2729

**SURVEYOR:**  
BUESING & ASSOCIATES INC  
1212 LOCUST ST, DUBUQUE,  
IA  
563-556-4369









# The City of Monticello, Iowa

## RESOLUTION #

### **Approving the Sign Plan for Kwik Star's site located at the south east corner of South Main Street and Welter Drive**

**WHEREAS**, Kwik Trip Inc., the parent company of Kwik Star, is purchasing a site near the south end of Monticello, adjacent to Highway 151, and

**WHEREAS**, the Planning and Zoning Board and the City Council have both considered the request submitted by Kwik Star for approval of a Sign Plan, including two pylon signs, and

**WHEREAS**, the Planning and Zoning Board and the City Council have both considered the request in light of the required considerations set out in the Monticello Code of Ordinances, to wit:

- A. Requested signage height, and appropriateness or necessity of said signage height considering the location and type of business.
- B. Other options that would meet the needs of the business.
- C. Whether some type of sheathing or covering of the pole can be accomplished to soften or improve the look of what would otherwise be a bare pole(s).
- D. Impact proposed signage may have on adjacent or nearby businesses or homes.
- E. General appropriateness of signage to area proposed to be erected.

And

**WHEREAS**, The Council finds that the sign plan is appropriate for said business at said location, that the proposal is reasonable to provide good highway visibility for the business, and the signs will be located in a very commercial area along the highway and will not have negative impacts on neighboring homes or businesses, and that the sign as proposed is very appropriate for the area and the business.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Monticello, Iowa, that the request submitted by Kwik Star for the sign plan on the site of their business is, for the reasons stated above, hereby approved.

**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 17<sup>th</sup> day of February, 2025.

Attest:

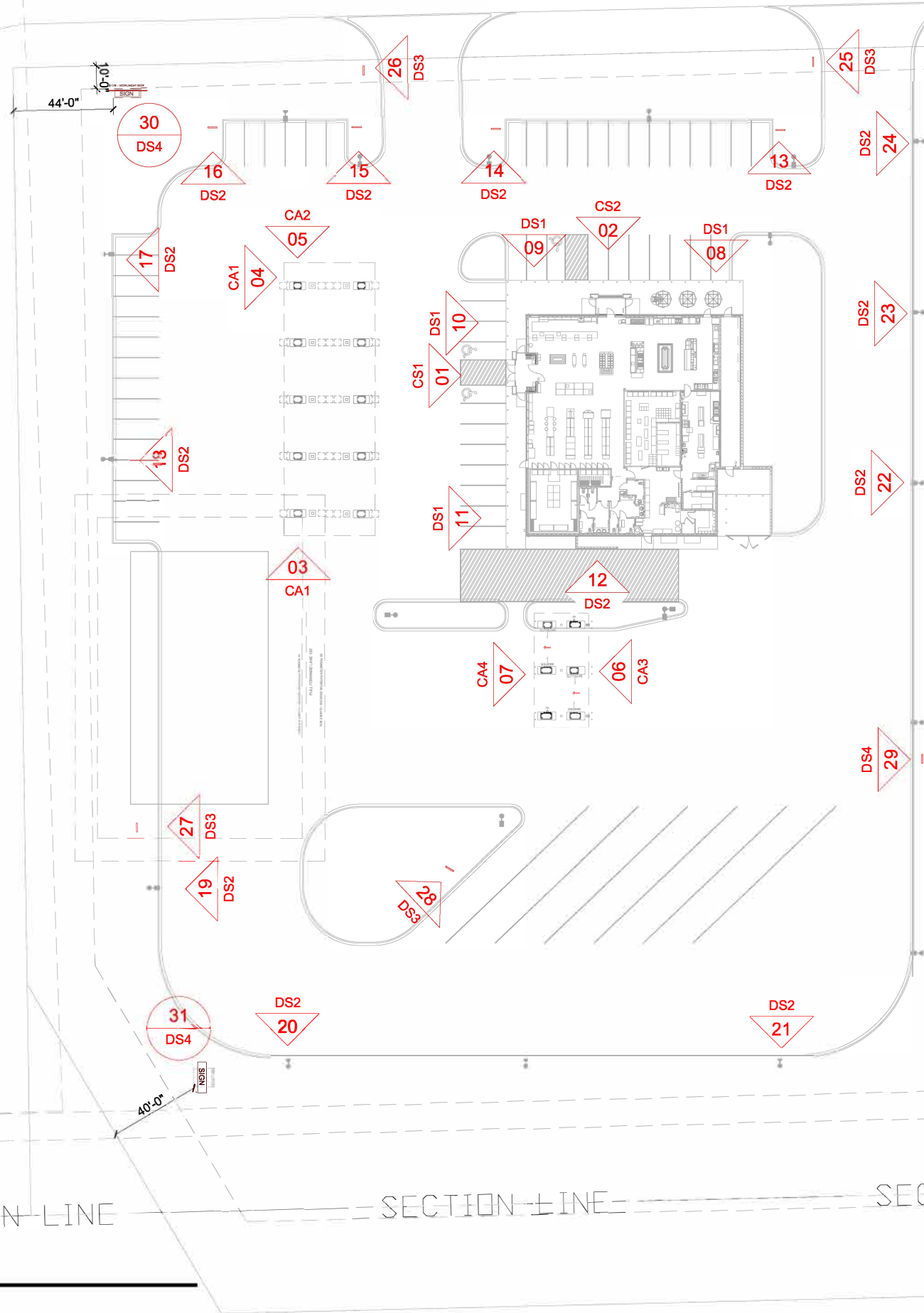
\_\_\_\_\_  
Wayne Peach, Mayor

\_\_\_\_\_  
Sally Hinrichsen, City Clerk/Treasurer

WELTER DRIVE (80' ROW)

AMBER RD (BUSINESS 151)  
(ROW VARIES)

NOT FOR CONSTRUCTION. NOT APPROVED BY LOCAL JURISDICTION.



- PROPOSED SIGNS:**
- #01 24" LED KWIK STAR BUILDING LETTERS
  - #02 24" LED KWIK STAR BUILDING LETTERS
  - #03 24" LED KWIK STAR CANOPY LETTERS
  - #04 24" LED KWIK STAR CANOPY LETTERS
  - #05 24" LED KWIK STAR CANOPY LETTERS
  - #06 18" LED DIESEL ENTER CANOPY SIGN
  - #07 18" LED DIESEL EXIT CANOPY SIGN
  - #08-#11 2-HOUR PARKING SIGNS
  - #12 NO PARKING SIGN
  - #13- #18 2-HOUR PARKING SIGNS
  - #19- #24 NO PARKING SIGNS
  - #25 DRIVEWAY DIRECTIONAL
  - #26 DRIVEWAY DIRECTIONAL
  - #27 DRIVEWAY DIRECTIONAL
  - #28 DRIVEWAY DIRECTIONAL
  - #29 DRIVEWAY DIRECTIONAL
  - #30 FREESTANDING MONUMENT SIGN
  - #31 FREESTANDING PYLON SIGN

**Kwik  
TRIP**

**Kwik  
STAR**

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

**SITE PLAN**  
1" = 60'-0"

**SITE PLAN**

**CONVENIENCE STORE #1763  
WITH SIDE DIESEL**

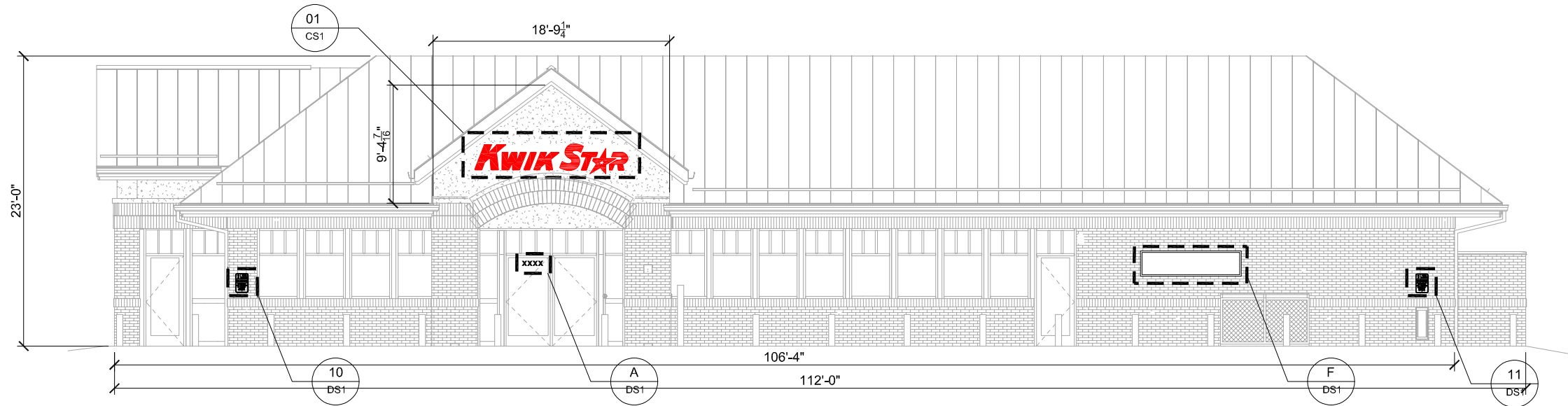
WELTER DR & AMBER RD  
MONTICELLO, IA

#	DATE	DESCRIPTION

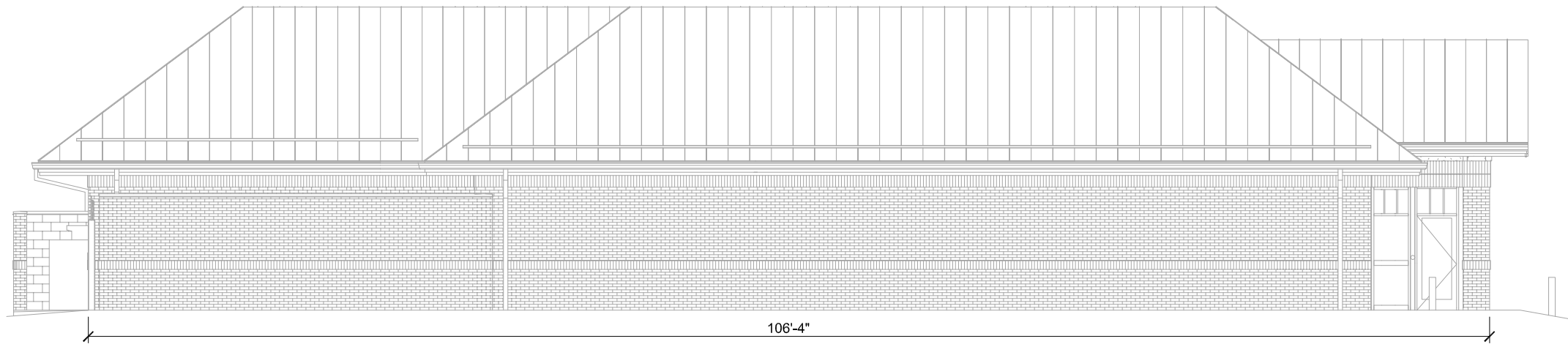
DRAWN BY	KMK
SCALE	MULTIPLE
PROJ. NO.	0001
DATE	2024 11-22
SHEET	SP1





**STORE ELEVATION**

SCALE: 3/32" = 1'-0"



**STORE ELEVATION**

SCALE: 3/32" = 1'-0"



**LOGO DETAIL - SIGN #01**

SCALE: 1/2" = 1'-0"

**KWIK  
TRIP**

**KWIK  
STAR**

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

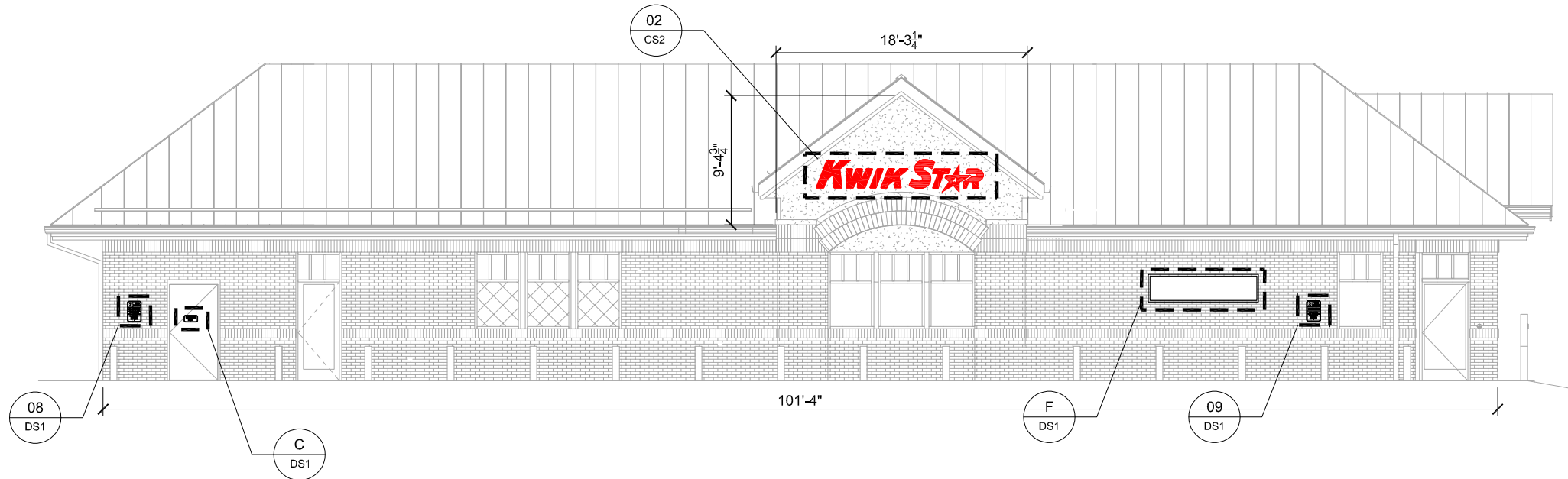
CONVENIENCE STORE SIGNAGE

CONVENIENCE STORE #1763  
WITH SIDE DIESEL

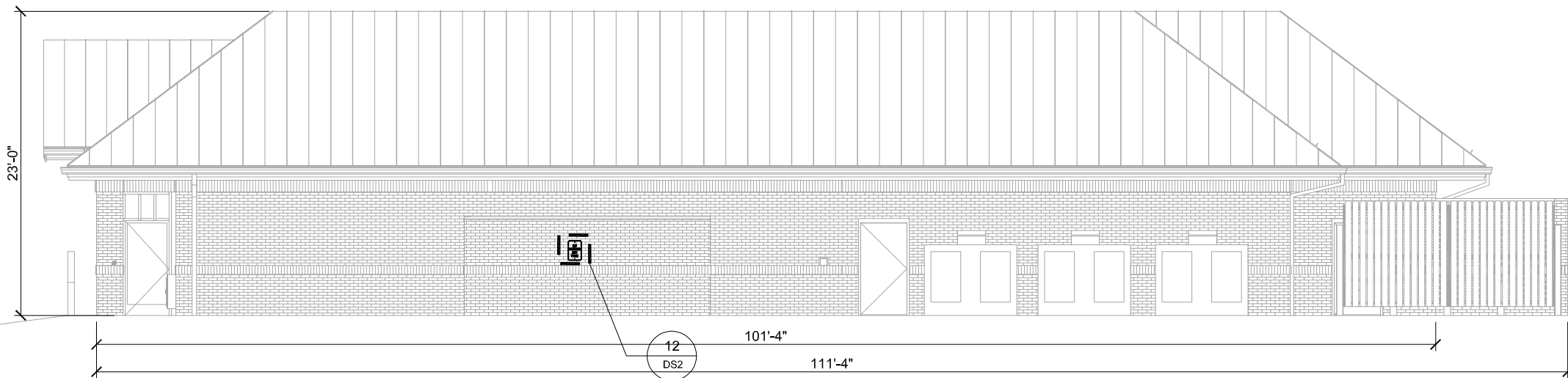
WELTER DR & AMBER RD  
MONTICELLO, IA

#	DATE	DESCRIPTION

DRAWN BY	KMK
SCALE	MULTIPLE
PROJ. NO.	0001
DATE	2024 11-22
SHEET	CS1



**STORE ELEVATION**  
SCALE: 3/32" = 1'-0"



**STORE ELEVATION**  
SCALE: 3/32" = 1'-0"



**LOGO DETAIL - SIGN #02**  
SCALE: 1/2" = 1'-0"

**KWIK  
TRIP**

**KWIK  
STAR**

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

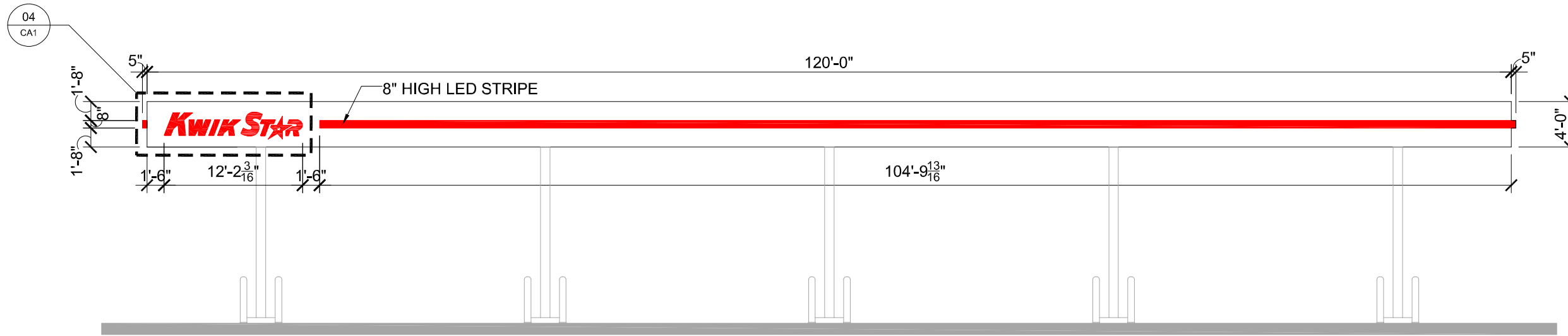
CONVENIENCE STORE SIGNAGE

CONVENIENCE STORE #1763  
WITH SIDE DIESEL

WELTER DR & AMBER RD  
MONTICELLO, IA

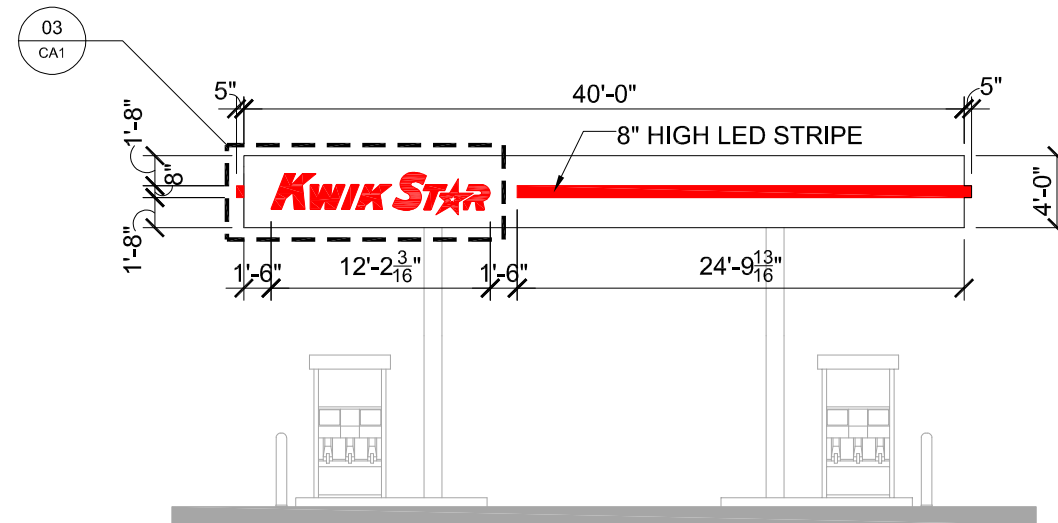
#	DATE	DESCRIPTION

DRAWN BY: KMK  
SCALE: MULTIPLE  
PROJ. NO.: 0001  
DATE: 2024 11-22  
SHEET: CS2



**CANOPY ELEVATION**

SCALE: 3/32" = 1'-0"



**CANOPY ELEVATION**

SCALE: 3/32" = 1'-0"



**LOGO DETAIL - SIGNS #03 & #04**

SCALE: 1/2" = 1'-0"

**KWIK  
TRIP**

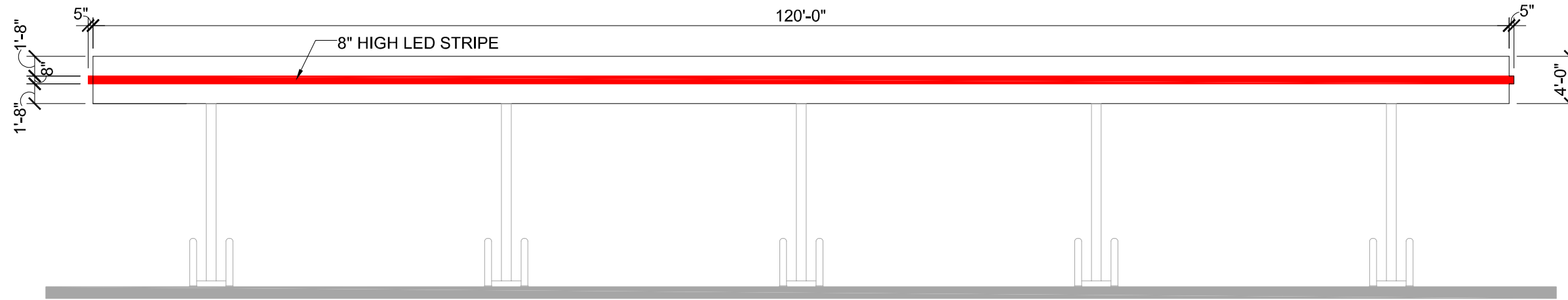
**KWIK  
STAR**

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

CANOPY SIGNAGE  
CONVENIENCE STORE #1763  
WITH SIDE DIESEL  
WELTER DR & AMBER RD  
MONTICELLO, IA

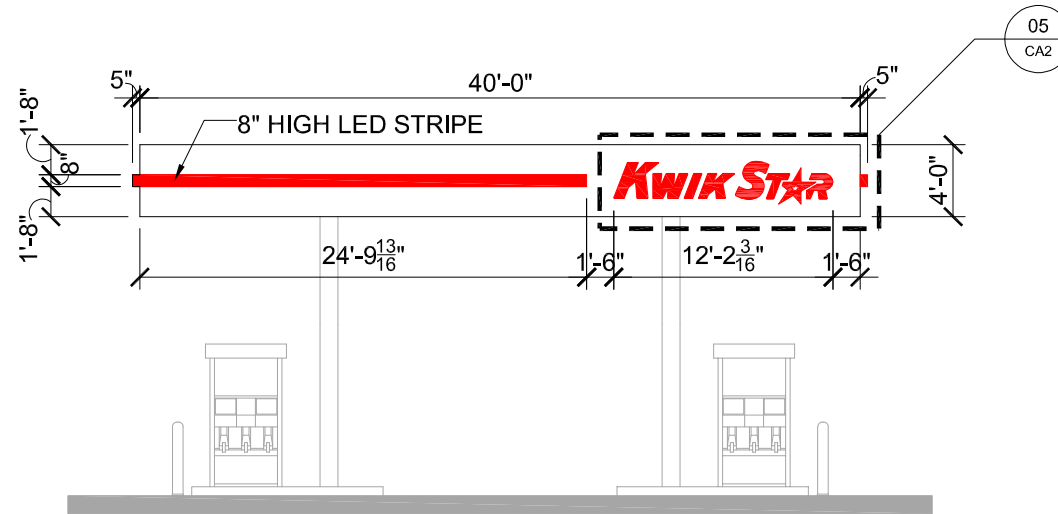
#	DATE	DESCRIPTION

DRAWN BY: KMK  
SCALE: MULTIPLE  
PROJ. NO.: 0001  
DATE: 2024 11-22  
SHEET: CA1



**CANOPY ELEVATION**

SCALE: 3/32" = 1'-0"



**CANOPY ELEVATION**

SCALE: 3/32" = 1'-0"



**LOGO DETAIL - SIGN #05**

SCALE: 1/2" = 1'-0"

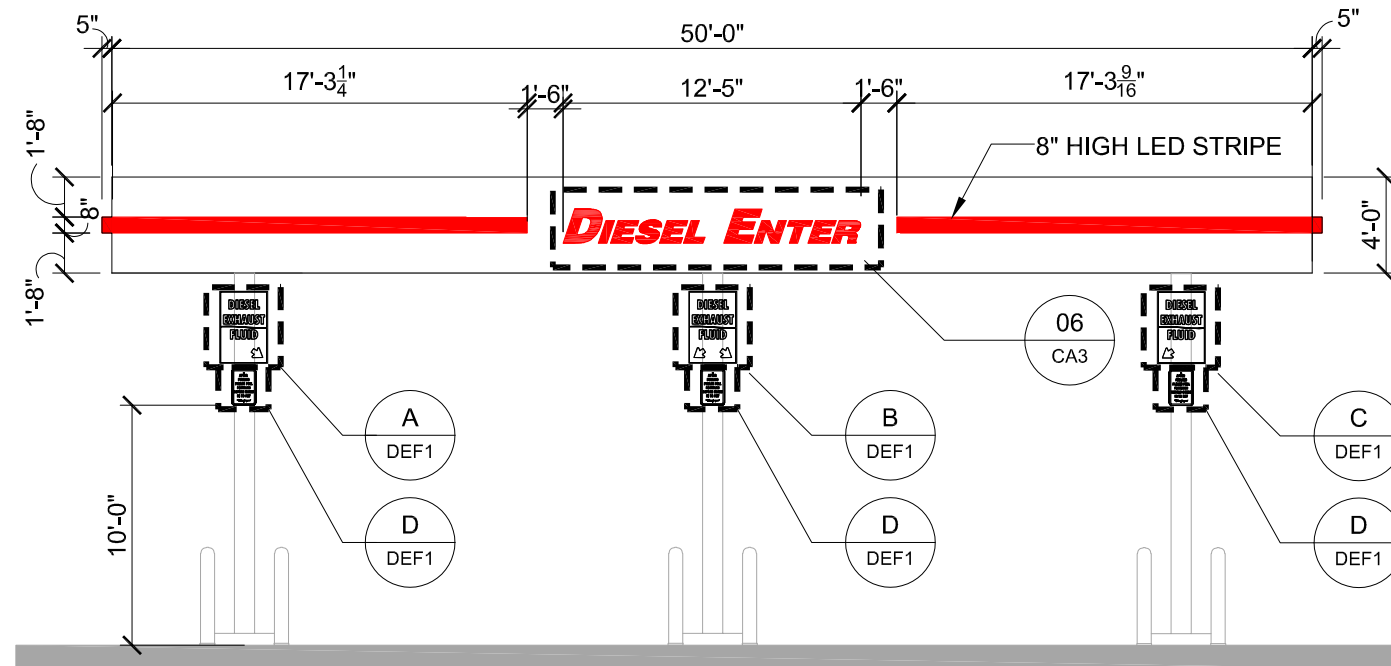
**KWIK  
TRIP**

**KWIK  
STAR**

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

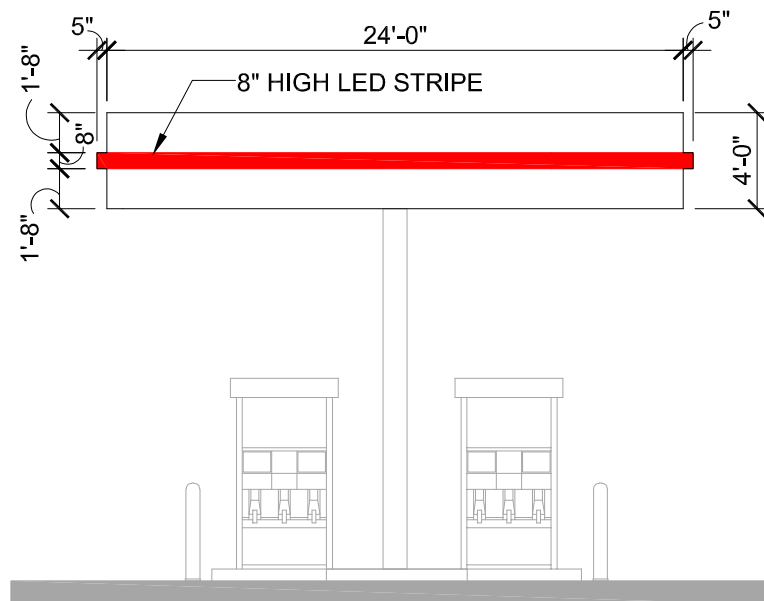
CANOPY SIGNAGE  
CONVENIENCE STORE #1763  
WITH SIDE DIESEL  
WELTER DR & AMBER RD  
MONTICELLO, IA

#	DATE	DESCRIPTION
DRAWN BY		KMK
SCALE		MULTIPLE
PROJ. NO.		0001
DATE		2024 11-22
SHEET		CA2



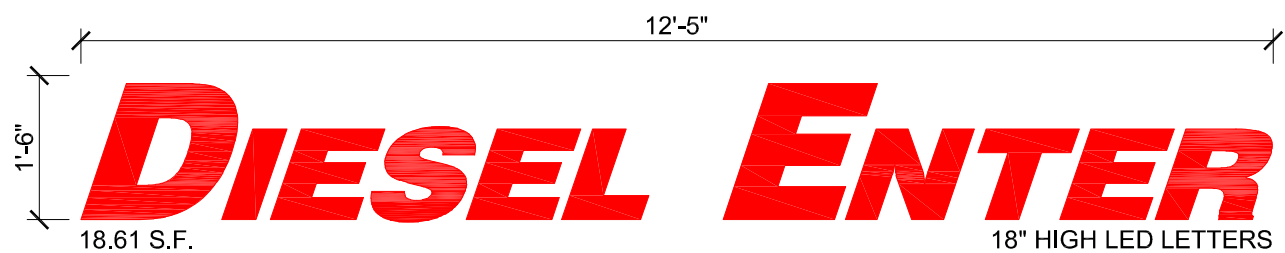
**CANOPY ELEVATION**

SCALE: 1/8" = 1'-0"



**CANOPY ELEVATION**

SCALE: 1/8" = 1'-0"



**LOGO DETAIL - SIGN #06**

SCALE: 1/2" = 1'-0"

**KWIK  
TRIP**

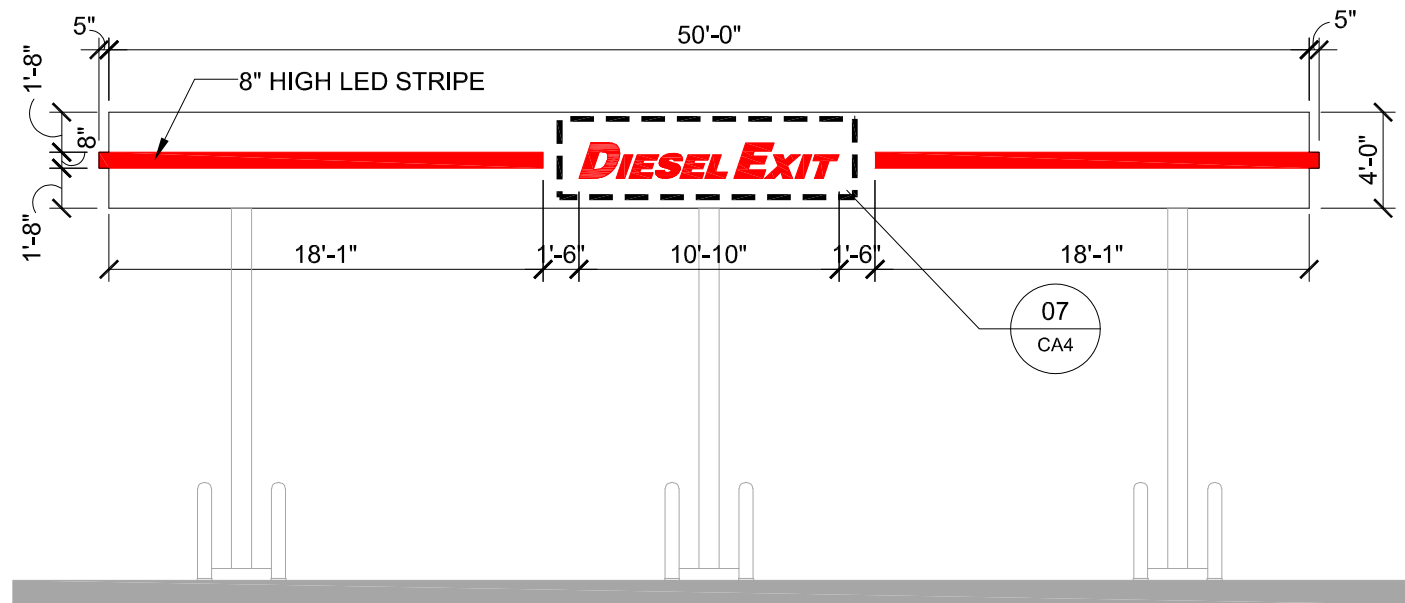
**KWIK  
STAR**

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

CANOPY SIGNAGE  
CONVENIENCE STORE #1763  
WITH SIDE DIESEL  
WELTER DR & AMBER RD  
MONTICELLO, IA

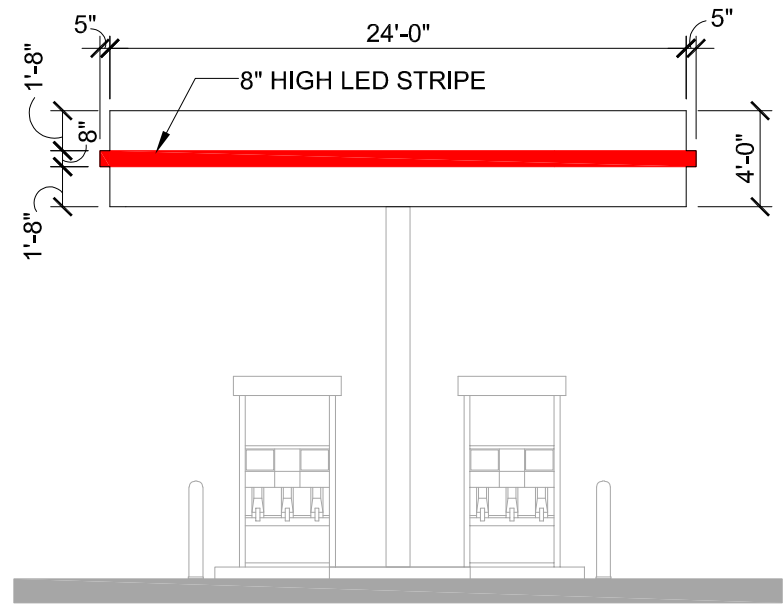
#	DATE	DESCRIPTION

DRAWN BY: KMK  
SCALE: MULTIPLE  
PROJ. NO.: 0001  
DATE: 2024 11-22  
SHEET: CA3



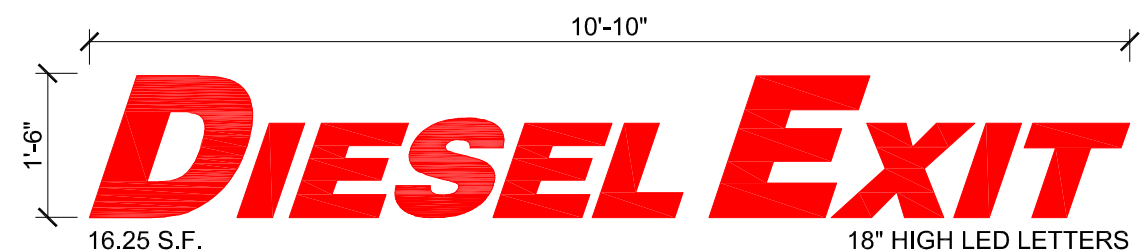
**CANOPY ELEVATION**

SCALE: 1/8" = 1'-0"



**CANOPY ELEVATION**

SCALE: 1/8" = 1'-0"



**LOGO DETAIL - SIGN #07**

SCALE: 1/2" = 1'-0"

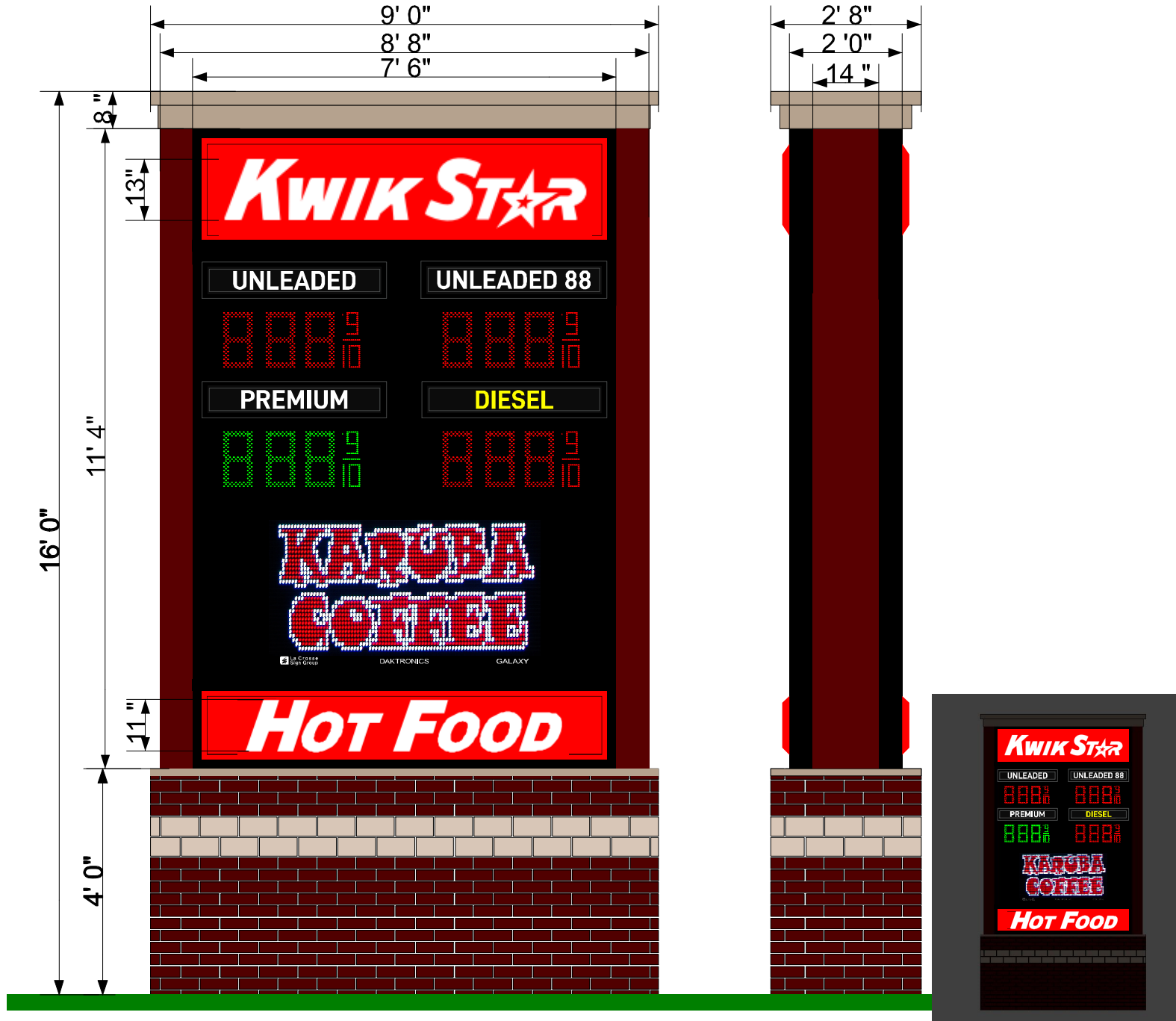


KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

CANOPY SIGNAGE	CONVENIENCE STORE #1763 WITH SIDE DIESEL		WELTER DR & AMBER RD MONTICELLO, IA
	#	DATE	
DRAWN BY: KMK			
SCALE: MULTIPLE			
PROJ. NO.: 0001			
DATE: 2024 11-22			
SHEET			CA4



PRICE DIGITS TO BE DAKTRONICS - DAKTRONICS AND WATCHFIRE ARE APPROVED MANUFACTURERS FOR EMCS



**La Crosse Sign Group**  
lacrossesign.com

1450 Oak Forest Drive Onalaska, WI 54650 608-781-1450  
2242 Mustang Way Madison, WI 53718 608-222-5353  
2502 Melby Street Eau Claire, WI 54703 715-835-6189

This artwork is copyright La Crosse Sign Group and may not otherwise be used without permission. It is the property of La Crosse Sign Group and must be returned to them upon request.

Client

Project  
A - Monument Sign

Consultant Design Art

**Monument Sign Specifications**  
Fabricated Aluminum w/ Pan Kwik Star and Hot Food Faces, Lexan Products, 12" Pricers, & LED Lighting  
-EMC: Daktronics 90x180-8mm RGB

**Active Areas**  
Kwik Star Face: 19" x 86" = 11.35 Sqft  
Pricer Area: 49.8" x 86" = 29.74 Sqft  
Hot Food: 13" x 86" = 7.76 Sqft  
Total Sqft: 48.85

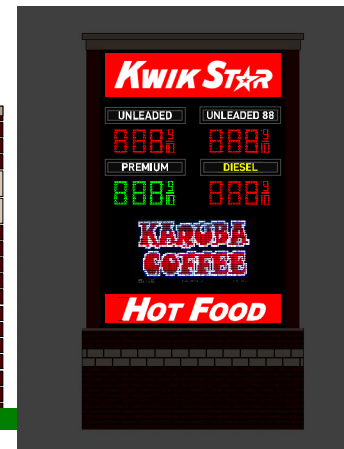
- Color Key**
- 1 ■ Black S/G
  - 2 ■ PPG NA 208400 S/G
  - 3 ■ PPG NA 209420 Brown S/G
  - 4 ■ Cardinal Red (3630-53)
  - 5 ■ Black (3630-22)
  - 6 ■ Yellow (3630-015)

Job Number  
**127295 A**

Creation Date  
11/5/2024

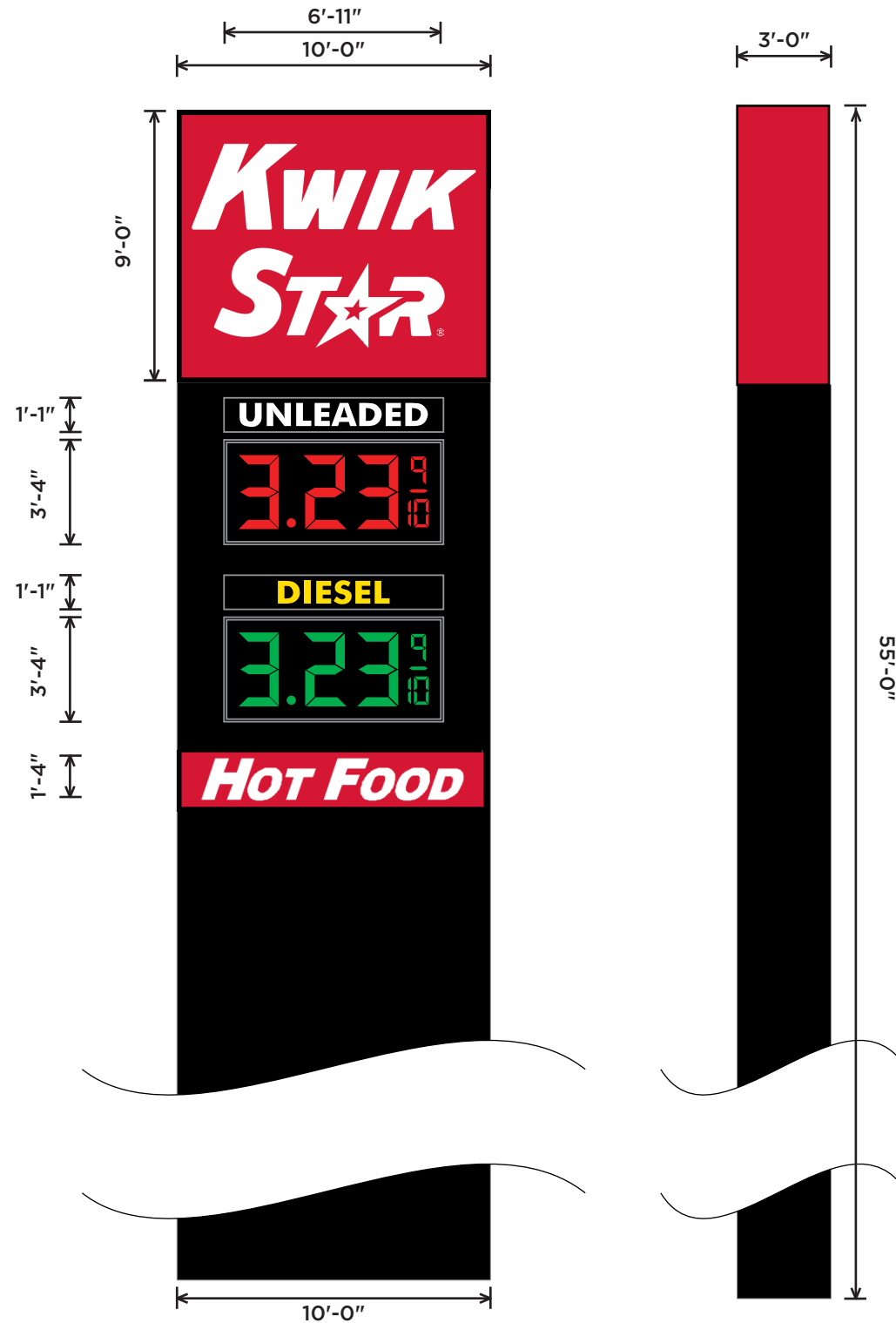
Revision Date 11/14/2024 Revision Number

File Path



Approved by: \_\_\_\_\_ Date: \_\_\_\_\_ Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

\*Colors on sketch are only a representation, actual color of finished product may differ from this sketch.  
\*To make the best use of standard sized materials and control costs the size of the finished product may vary slightly.



**SQUARE FOOTAGE:**

Main ID Cabinet: 10' X 9' = 90 Sq. Ft.  
 Pricers: 7' X 3.33' = 23.31 X 2 = 46.62 96 Sq. Ft.  
 Grade Panels: 7' X 1.08' = 7.56 X 2 = 15.12 Sq. Ft.  
 Total Square Footage: 90 + 46.62 + 15.12 = 151.74 Sq. Ft.

**COLOR SCHEDULE:**

- **Sign Faces:** 2283 Red Acrylic
- **Sign Faces:** 3M 3630-15 Yellow Translucent
- **Sign Faces:** 3M 7125-22 Matte Black Scotchcal (Opaque)
- **Sign Cabinets/Cladding:** Painted MP 923SP Black (Satin Finish)
- **Architectural Elements:** Painted MP 923SP Black (Satin Finish)



800-514-1119 | ELEVATE97.COM

CLIENT: Kwik Star 1763  
 LOCATION: Monticello, IA  
 DATE: November 21, 2024  
 SCALE: 1/4" = 1'  
 AE:  
 DESIGNER:

PAGE - 1

DESIGN #:  
 JOB # -

CONCEPTUAL  FINAL

- FIELD SURVEY / MEASUREMENTS REQUIRED
- ELECTRONIC FILE OF LOGO REQUIRED
- COLORS TO BE DETERMINED

WWW.ELEVATE97.COM | ALL CONCEPTS ARE PROPERTY OF ELEVATE97 | © 2024 ELEVATE97

WITH APPROVAL OF THIS DESIGN I HEREBY GIVE ELEVATE 97 PERMISSION TO BEGIN PRODUCTION ON THE SIGNAGE ILLUSTRATED. I AGREE THAT ALL SPECIFICATIONS, SPELLING, COLORS AND ELEVATIONS LISTED ARE CORRECT AND APPROVED. ANY CHANGES MADE AFTER PRODUCTION HAS STARTED WILL RESULT IN ADDITIONAL CHARGES

CLIENT APPROVAL -

DATE -

**RESOLUTION #**

**Setting Time and Place for a Public Hearing for the Purpose of Considering the Consolidated General Fund Tax Levy for the City's Fiscal Year 2025-2026 Budget**

**WHEREAS**, the City Council of Monticello, Iowa is preparing the annual budget for the Fiscal Year 2025-2026; and

**WHEREAS**, Iowa HF 718 requires a public hearing on the consolidated general fund tax levy where any resident or taxpayer of the City may present to the City Council objections or arguments in favor of the tax dollars before the budget is adopted and certified to the county auditor; and

**WHEREAS**, interested residents or taxpayers having comments for or against the proposed property tax rate may appear and be heard at the public hearing at the city council meeting on April 7<sup>th</sup> at 5:30 PM at the City Council Chambers at the Mary Lovell LeVan Renaissance Center, Monticello, Iowa.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Monticello, Iowa, that this confirms that the city council order the publication of a notice of public hearing pertaining to the consolidated general fund tax levy not less than ten (10) days nor more than twenty (20) days prior to the date set for the hearing.

Passed and approved this 17<sup>th</sup> day of February, 2025.

---

Wayne Peach, Mayor

ATTEST:

---

Sally Hinrichsen, City Clerk/Treasurer



February 12, 2025

Mayor and City Council  
City of Monticello  
200 East 1<sup>st</sup> Street  
Monticello, IA 52310

RE: CONTRACTOR'S APPLICATION FOR PAYMENT #9 - 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 #9 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 wall sections of the biosolids storage area, installation of the sludge rotary press, plumbing, HVAC and electrical work associated with the biosolids equipment building.

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 #9 in the amount of **\$245,459.44** to Bill Bruce Builders, Inc.

Respectfully,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Nick Eisenbacher'.

Nick Eisenbacher, P.E.  
Project Engineer

Enclosure: Bill Bruce Builders, Inc Contractor's Application for Payment #9

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

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Monticello</u>	<b>Owner's Project No.:</b> <u>120.1109.08</u>
<b>Engineer:</b> <u>Snyder &amp; Associates, Inc.</u>	<b>Engineer's Project No.:</b> <u>120.1109.08</u>
<b>Contractor:</b> <u>Bill Bruce Builders, Inc.</u>	<b>Contractor's Project No.:</b> <u>20231024</u>
<b>Project:</b> <u>Wastewater Treatment Plant (WWTP) Improvements</u>	
<b>Contract:</b> <u>Wastewater Treatment Plant Improvements</u>	
<b>Application No.:</b> <u>9</u>	<b>Application Date:</b> <u>2/11/2025</u>
<b>Application Period:</b> <b>From</b> <u>1/1/2025</u>	<b>to</b> <u>1/31/2025</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)	\$ 7,937,461.50 -
5. Retainage	
a. <u>5%</u> X <u>\$5,305,883.68-</u> Work Completed	\$ 265,294.18 -
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)	\$ 396,873.07 -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 7,540,588.43 -
7. Less previous payments (Line 6 from prior application)	7,294,128.98
8. Amount due this application	\$ 245,459.44 -
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 16,671,401.88 -

**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:** 2/11/2025

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u></u>	<b>By:</b> _____
<b>Title:</b> <u>Project Engineer</u>	<b>Title:</b> _____
<b>Date:</b> <u>2/12/2025</u>	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**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.: **9** From 1/1/2025 to 1/31/2025 Application Date: 02/04/25

ITEM #	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				
			E					
<b>Original Contract</b>								
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	444,992.88	55,624.11		500,616.99	25%	1,501,851.01
6	Submittals	50,000.00	47,500.00	2,500.00		50,000.00	100%	0.00
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	188,519.63	23,884.92		212,404.55	22%	737,595.45
9	Rebar Labor	1,000,000.00	185,000.00			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	570,000.00			570,000.00	61%	357,500.00
12	Concrete - Generator	12,800.00		12,800.00		12,800.00	100%	0.00
13	Concrete - Controls & UV Building	260,000.00				0.00	0%	260,000.00
14	Concrete - Truck Dump Oil Sand Interceptor	30,000.00				0.00	0%	30,000.00
15	Concrete Paving	130,000.00				0.00	0%	130,000.00
16	Mobilization	300,000.00	75,000.00	10,000.00		85,000.00	28%	215,000.00
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	Polymer Blending and Feed Equipment - Labor	10,000.00				0.00	0%	10,000.00
24	Rotary Press System - Labor	20,000.00		5,000.00		5,000.00	25%	15,000.00
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" Hollow core	96,927.00				0.00	0%	96,927.00
28	Precast Structural Concrete - 8" Hollow core	28,760.00	28,760.00			28,760.00	100%	0.00
29	Precast Structural Concrete - Trucking	16,320.00	5,712.00			5,712.00	35%	10,608.00
30	Precast Structural Concrete - Wash	14,100.00				0.00	0%	14,100.00
31	Precast Structural Concrete - Caulking & Grouting	45,500.00				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	49,357.00		141,687.00	28%	358,293.00
48	Electrical - General Conditions (temp power, submittals & Mob)	144,025.00	122,421.25	21,603.75		144,025.00	100%	0.00
49	Electrical - Service Equipment	675,000.00	87,750.00	47,250.00		135,000.00	20%	540,000.00
50	Electrical - Site Work	310,613.00	31,061.29	6,212.26		37,273.55	12%	273,339.45
51	Electrical - Building Power and Equipment	310,612.00	31,061.20	24,848.96		55,910.16	18%	254,701.84
52	Lagoon Sludge Removal	93,900.00				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	4,450.00	350.00		4,800.00	33%	9,800.00
55	Retaining Walls	43,207.00				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%	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%	61,312.00
62	4" SANITARY FORCE MAIN	34,589.00				0.00	0%	34,589.00
63	8" SANITARY GRAVITY MAIN	72,519.00				0.00	0%	72,519.00
64	10" SANITARY FORCE MAIN	19,920.00				0.00	0%	19,920.00
65	16" SANITARY GRAVITY MAIN	21,984.00				0.00	0%	21,984.00
66	18" SANITARY GRAVITY MAIN	128,356.00				0.00	0%	128,356.00
67	SANITARY MANHOLES	254,293.00				0.00	0%	254,293.00
68	MH-11 DIGESTED SLUDGE PS & VV	94,292.00				0.00	0%	94,292.00
69	EFFLUENT PS & VV	424,757.00				0.00	0%	424,757.00
70	BYPASS PUMPING	145,830.00				0.00	0%	145,830.00
71	STORM SEWER AND DRAIN TILE	59,390.00				0.00	0%	59,390.00
72	TRUCK DUMP TANK & SANITARY	52,864.00				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%	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%	164,411.00
78	Wall Mounted Walkways - Install	34,000.00				0.00	0%	34,000.00
79	Stop Logs / Stainless Steel Sluices Gates & Slide Gates	94,800.00				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	25,469.00			25,469.00	25%	75,281.00
96	Fabricated Stainless Steel - Materials	170,000.00	9,706.08	121,266.82		130,972.90	77%	39,027.10
97	Ultraviolet Disinfection Equipment - Placement for Fabrication	45,897.00				0.00	0%	45,897.00
98	Ultraviolet Disinfection Equipment - Submittals	45,897.00	45,897.00			45,897.00	100%	0.00
99	Ultraviolet Disinfection Equipment - Equipment	45,897.00		45,897.00		45,897.00	100%	0.00
100	Ultraviolet Disinfection Equipment - Start-Up	15,299.00				0.00	0%	15,299.00
101	Girt Classifying & Washer	104,099.00				0.00	0%	104,099.00
102	Chemical Containments & Scales / Polymer Blending & Feed Equipment Chemical Feed / Shaftless Screw Conveyor	280,527.00	135,627.00			135,627.00	48%	144,900.00
103	Liquid Process Piping - Man Holes, Valves, and Piping	190,648.00	32,345.60			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
<b>Original Contract Totals</b>		<b>\$ 23,448,000.00</b>	<b>\$ 4,301,428.58</b>	<b>\$ 259,431.00</b>	<b>\$ 2,631,577.82</b>	<b>\$ 7,192,437.40</b>	<b>0.31</b>	<b>\$ 16,255,562.60</b>





**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 1/1/2025 to 1/31/2025

Application Date: 02/04/25

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 INCORPORATED IN WORK			M MATERIALS REMAINING IN STORAGE (I-L) (\$)
						I PREVIOUS AMOUNT STORED (\$)	J AMOUNT STORED THIS PERIOD (\$)	K AMOUNT STORED TO DATE (G+H) (\$)	L AMOUNT PREVIOUSLY INCORPORATED IN THE WORK (\$)	M AMOUNT INCORPORATED IN THE WORK THIS PERIOD (\$)	N TOTAL AMOUNT INCORPORATED IN THE WORK (J+K) (\$)	
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
								0.00			0.00	0.00
<b>Totals</b>						<b>\$ 2,857,075.56</b>	<b>\$ -</b>	<b>\$ 2,857,075.56</b>	<b>\$ 225,497.74</b>	<b>\$ -</b>	<b>\$ 225,497.74</b>	<b>\$ 2,631,577.82</b>

# The City of Monticello, Iowa

## RESOLUTION #

### Approving Pay Request #9 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$245,549.44

**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 \$245,549.44, 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 \$245,549.44, same reflecting the maintenance of a 5% retainer in the current amount of \$396,873.07 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 17<sup>th</sup> day of February 2025.

---

Wayne Peach, Mayor

*Attest:*

---

Sally Hinrichsen, City Clerk/Treasurer

**City Council Meeting**  
**Prep. Date:** 02/12/2025  
**Preparer:** Russell Farnum



**Agenda Item:** # 10  
**Agenda Date:** 02/17/2025

*Communication Page*

**Agenda Items Description:** Set Public Hearing on Airport Runway, Apron and Taxiway Pavement Maintenance Project Plans, Specifications, Form of Contract and Estimate of Cost for March 3

**Type of Action Requested:** Resolution

**Attachments & Enclosures:**  
  
Resolution

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

**Summary:** Airport Engineers have completed the plans and specifications and other details for the Airport Runway, Apron and Taxiway pavement maintenance project. In order to move forward with bidding this project, the Council must set a public hearing on the documents. After the hearing, Council will approve the documents and authorize going to bid.

This action sets the public hearing for March 3. The hearing and subsequent approval of the documents and bid authorization will be placed on the agenda for that date.

**Recommendation:** Approval of setting the hearing for March 3 is recommended.

# THE CITY OF MONTICELLO, IOWA

## RESOLUTION #

Scheduling a public hearing for March 3, 2025, at 6:00 PM on the Plans, Specifications, Form of Contract and Estimate of Cost for the Airport Pavement Maintenance Project

**WHEREAS**, The next project at the Airport is cracksealing, concrete repair, and other maintenance related to the Runway, Aprons, and Taxiways, and

**WHEREAS**, The City is preparing Plans, Specifications, Form of Contract and Estimate of Cost for the project and must hold a Public Hearing on those documents prior to authorizing going to bid on the project.

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 17<sup>th</sup> day of February, 2025, that a Public Hearing on the Plans, Specifications, Form of Contract and Estimate of Cost for the project should be scheduled for the 3<sup>rd</sup> day of March, 2025 at 6:00 p.m., with notice to be published in the Monticello Express as required by the Iowa Code.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 17<sup>rd</sup> day of February, 2025.

---

Wayne Peach, Mayor

*Attest:*

---

Sally Hinrichsen, City Clerk

**City Council Meeting**  
**Prep. Date:** 02/12/2024  
**Preparer:** Russell Farnum



**Agenda Item:** # 11  
**Agenda Date:** 02/17/2025

*Communication Page*

**Agenda Items Description:** Consideration and Possible Motion on Resolution Ending “Land Grant” elements of economic incentive development agreements

**Type of Action Requested:** Discussion and possible motion/action

**Attachments & Enclosures:**  
  
**Resolution**

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

**Summary:** Council member Goedken asked me to place a Resolution ending the “Land Grant” portion of the City’s economic incentives on this agenda for discussion and possible action.

The resolution is attached.

# The City of Monticello, Iowa

RESOLUTION #

## Ending Future “Land Grant” Economic Incentives

**WHEREAS,** The City provides for Economic Incentives for economic development projects through the Urban Renewal Areas and it’s TIF District, and

**WHEREAS,** Some Development Agreements have often included a “Land Grant” of varying amounts that are intended to buy down the purchase price of property for economic development purposes, and

**WHEREAS,** The City Council no longer wishes to offer any more “Land Grant” incentives as part of its economic development program, but any existing Land Grant incentives that are part of Development Agreements that have been approved by the Council prior to approval of this Resolution shall continue pursuant to the terms of those respective approved Development Agreements.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa shall no long offer Land Grants as part of its economic incentives.

**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 17<sup>th</sup> day of February, 2025.

---

Wayne Peach, Mayor

Attest:

---

Sally Hinrichsen, City Clerk/Treasurer

**City Council Meeting**  
**Prep. Date:** 02/12/2025  
**Preparer:** Russell Farnum



**Agenda Item:** # 12  
**Agenda Date:** 02/17/2025

*Communication Page*

**Agenda Items Description:** Rezoning Stephen Property - 2<sup>nd</sup> Reading

**Type of Action Requested:** Ordinance

**Attachments & Enclosures:**  
  
Ordinance

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

**Summary:**

The City is working with Roger Stephen on development of his land and future development in the S. Main Street corridor. The City has negotiated a pre-annexation agreement with Stephen and has annexed a portion of the property. In order to provide for orderly development, the “first phase” area of the property (approximately 53 acres) has been annexed needs to be zoned appropriately.

The pre-annexation agreement includes a concept plan that outlines the overall anticipated development of the property (copy attached). It also provides for zoning, with M-1 Industrial or C-3 Highway Commercial zoning along the frontage, and transitioning to R-3 Multiple Family and R-1 Single Family Residential to the east.

At the February 3 meeting, Council held a public hearing and approved First Reading of this Ordinance.

**Recommendation:**

Approval of 2<sup>nd</sup> Reading is recommended, in compliance with the pre-annexation agreement.

## ORDINANCE NO. 776

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

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

SECTION 1. The property described as:

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 East 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 East 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, 300.41 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, 354.78 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 Northeasterly, 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 N65°27'10"E; Thence N54°48'12"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, in the City of Monticello, County of Jones, State of Iowa,

is hereby zoned as follows:

- A. That portion of land lying within the first 440 feet easterly of the east right of way line of South Main Street/Business 151, running parallel to said right-of way, and lying north of Lot 1 of Brad Stephen Third Addition, and south of "Bradley Drive" as platted in Brad Stephen's Second Addition, shall be zoned "C-3" Highway Commercial District;
- B. That portion of land lying within the first 440 feet easterly of South Main Street/Business 151, and lying south of Lot 1 of Brad Stephen Third Addition, shall be zoned "M-1" Light and Heavy Industrial and/or Manufacturing District;
- C. That portion of land beginning at a point 440 feet easterly of the east right of way of South Main Street/Business 151, on the north line of "Pontiac Drive", thence northerly parallel to the east line of the South Main Street/Business 151 right-of-way to the south right of way line of "Bradley Drive", thence easterly following the south line of "Bradley Drive", approximately 331.72 feet, thence southerly along a bearing of S04°49'20"E, 1481.96 feet, thence westerly to the point of beginning, shall be zoned "R-3" Multiple-Family Residential and Condominium District;
- D. The remaining portions of the Property not otherwise described above, shall be zoned "R-1" Single Family Residential.

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

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

1 <sup>st</sup> reading	February 3, 2025
2 <sup>nd</sup> reading	February __, 2025
3 <sup>rd</sup> reading	March __, 2025

Passed and approved by the City Council in session this \_\_\_\_\_ day of March 2025.

\_\_\_\_\_  
Wayne Peach, Mayor

ATTEST:

\_\_\_\_\_  
Sally Hinrichsen, City Clerk/Treasurer

I certify that the foregoing document was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_ of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting  
Prep. Date: 2/12/2025  
Preparer: Sally Hinrichsen



Agenda Item: # 13-22  
Agenda Date: 2/17//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:**

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

**City Council Meeting**  
**Prep. Date:** 02/12/2025  
**Preparer:** Russell Farnum



**Agenda Item:** # 23  
**Agenda Date:** 02/17/2025

*Communication Page*

**Agenda Items Description:** Worksession on Budget - General Fund FY26

**Type of Action Requested:**

**Attachments & Enclosures:**  
  
**Chart from Council member Phelan**

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

**Summary:** Attached is a chart of changes requested by Council Member Phelan.

As of today, no other Council members have e-mailed specific changes.

Staff is reviewing Council member Phelan’s suggestions. Council input, questions, and direction is requested.

Budget Line item	Description	FY25/26 Budget	Adjusted amount	Proposed incr/(dec)	Notes
<b>REVENUE</b>					
94	MBC Leagues & Classes	\$ 30,000	\$ 50,000	\$ 20,000	Increase to reflect \$20K more cost recovery for new hire
182	Ambulance Revenue	\$300,000	\$400,000	\$ 100,000	Act'l revenues collected have been \$100K higher than budgeted
191	Hotel/Motel Taxes	\$ 40,000	\$ 48,000	\$ 8,000	Act'l revenues collected have been higher than budgeted
353	Park Imp Donations & Deposits	\$ -	\$ 10,000	\$ 10,000	Should reflect at least \$10K-\$20K based on act'l collected
364	Trf from General Fund	\$ 60,000	\$ 44,000	\$ (16,000)	Reduce amount from GF based on new contributions from other sources
<b>Revenue increase/(decrease)</b>				<b>\$ 122,000</b>	
<b>EXPENSE</b>					
771	Janitorial Services	\$ 8,050	\$ 5,000	\$ (3,050)	Based on run rate
772	Overtime & Comp Pay	\$ 1,000	\$ 200	\$ (800)	Based on run rate
779	Professional Fees	\$ 50,000	\$ 20,000	\$ (30,000)	Historically has never exceeded 20K
784	Other Attorney Fees	\$ 30,000	\$ 20,000	\$ (10,000)	Historically has never exceeded 20K
793	Travel & Conference Expense	\$ 9,000	\$ 3,500	\$ (5,500)	Based on run rate
808	County Contributions	\$ 55,000	\$ 50,000	\$ (5,000)	Not sure which group is getting the \$5K increase
996	Volunteer Pay	\$ 12,000	\$ 3,000	\$ (9,000)	Historically has only been about \$3K
1016	Vehicle operations supplies	\$ 25,000	\$ 20,000	\$ (5,000)	Even with increase, historically only \$15K
1087	Janitorial Services	\$ 4,000	\$ 3,000	\$ (1,000)	Based on run rate
1115	Library Videos/DVD Recordings	\$ 1,500	\$ 750	\$ (750)	Get Friends group to fund half
1117	Library of Things/Games	\$ 2,500	\$ 1,250	\$ (1,250)	Get Friends group to fund half
1119	Library Books	\$ 7,000	\$ 5,000	\$ (2,000)	Get Friends group to fund some
<b>Expense Increase/(Decrease)</b>				<b>\$ (73,350)</b>	