City of Monticello, Iowa

www.ci.monticello.ia.us

Monticello City Council Meeting April 7, 2025 at 6:00 p.m. Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

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

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

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

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

Approval of Council Mtg. Minutes	March	17, 2025
Approval of Council Work Session minutes	March	24, 2025
Approval of Payroll	March	20, 2025
Approval of Payroll	April	3, 2025

Approval of Bill List

Approval of Four Points RV Resort of Ia LLC (Jellystone Park) alcohol license **Approval** of Four Points RV Resort of Ia LLC (Jellystone Park) fireworks permit for July 5, 2025

Approval of Monticello Eagles Club alcohol permit

Approval of Monticello Area Chamber of Commerce alcohol permit

Approval of Caseys General Store alcohol permit

Public Hearings:

1. Public Hearing on proposed City of Monticello Fiscal Year 2024/2025 budget amendments

- **2. Resolution** Approving the City's Proposed Amendment #1 to the Fiscal Year 2024/2025 Budget
- **3. Public Hearing** on proposal to enter into a General Obligation Street Sweeper Acquisition Loan/Lease-Purchase Agreement
- **4. Resolution** taking additional action on proposal to enter into a General Obligation Street Sweeper Acquisition Loan/Lease-Purchase Agreement
- **5. Public Hearing** on proposed vacation of right of way generally described as Lot 1 of Welter's First Addition, except Parcel 2015-61
- **6. Resolution** approving vacation of portion of right of way easement and transfer of same to adjacent property owner

Presentation:

7. Presentation and possible motion – Proposed Mural for Renaissance Center

Resolutions:

- **8. Resolution** Scheduling Public Hearing on the City of Monticello 2025/2026 Fiscal Year budget for April 21, 2025 at 6:00 p.m.
- **9. Resolution** Approving Jones County SAFE and Healthy Youth Coalition Investment and agreement for FY '26 in the amount of \$3,000.00
- **10. Resolution** Approving Maquoketa River Watershed Management Authority Investment and Agreement for FY '26 in the amount of \$6,060.00, plus five (5) water sampling locations
- **11. Resolution** Approving Jones County Economic Development (JCED) Investment and agreement for FY '26
- **12. Resolution** Approving Monticello Firefighters of Iowa Organization Inc., planning of the Independence Day Fireworks festivities to be held on July 4, 2025 and authorizes payment in the amount of \$2,600.00 towards the fireworks
- **13. Resolution** Approving Jones County JETS Transportation System investment and agreement for FY '26 in the amount of \$1,500.00
- **14. Resolution** Approving Jones County Senior Dining investment and agreement for FY '26 in the amount of \$4,838.00
- **15. Resolution** Approving Jones County Tourism Investment and Agreement for FY '26 in the amount of \$1,212.00, plus 4% of the Monticello Hotel/Motel tax

- **16. Resolution** Approving Monticello Chamber of Commerce investment and agreement for FY '26 in the amount of \$10,000.00
- **17. Resolution** Appropriating funds necessary to meet the City's Obligation to Monticello Main Street Iowa Program Agreement
- **18. Resolution** Approving Purchase of a Sewer Camera System with Trailer
- **19. Resolution** Approving Preliminary and Final Plat of Shorey Acres Subdivision
- **20. Resolution** Approving Change Order #2 in the decreased amount of \$6,129.32, as submitted by Bill Bruce Builders related to the Monticello Wastewater Treatment Plant Improvements
- **21. Resolution** To accept /approve a perpetual Ingress/Egress Easement with Michael and Emily Kraus as described in the Ingress/Egress Easement Plat
- **22. Resolution** reporting all employees' wages for calendar year ending December 31, 2024

Consideration and Possible Motions:

23. Consideration and Possible Motion on Dave Lumpa's building permit for fence located at 410 South Linden Street

Reports / Potential Actions:

- **24.** Mayor
- 25. City Engineer
- **26.** City Administrator
- **27.** Public Works Director
- **28.** Police Chief
- 29. Water/Wastewater Superintendent
- **30.** Park and Recreation Director
- **31.** Library Director
- **32.** Ambulance Director
- **33.** City Clerk
 - a. IDOT paving project on US-151 from IA-13 to US-61

Work Sessions:

34. Work Session on traffic controls & requirements - Patrick Schwickerath

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

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

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

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

Topic: April 7, 2025 Council Meeting

Time: Apr 7, 2025 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/85139344631

Meeting ID: 851 3934 4631

One tap mobile

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+13092053325,,85139344631# 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
- +1 301 715 8592 US (Washington DC)
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US

Meeting ID: 851 3934 4631

Find your local number: https://us02web.zoom.us/u/kbpUWRJN3c

"This employer is an equal opportunity provider & employer"

Regular Council Meeting March 17, 2025, 6:00 P.M. Community Media Center

Mayor Wayne Peach called the meeting to order. Council present were: Scott Brighton, Dave Goedken, Candy Langerman, Mary Phelan and Jake Ellwood. Also present were City Clerk Sally Hinrichsen, Park & Rec Director Jacob Oswald, Water/Wastewater Supt. Jim Tjaden, Ambulance Director Lori Lynch and Library Director Faith Brehm. Council member Josh Brenneman was absent. City Administrator Russell Farnum joined electronically. The public was invited to attend the meeting in person, or to participate in the meeting electronically via "Zoom Meetings" or "Facebook" and were encouraged to communicate from the chat or message.

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

Open Forum: Jeremy Shoaff, 205 West Varvel Street, requested permission to put up a carport that is attached to his house. He was advised that he needed to be on the agenda for Council to take action.

Dave Lumpa, 410 South Linden, stated he was advised that he would need to come to Council to review his building permit, as one neighbor refused to sign it. He was advised that he needed to be on the agenda for Council to take action.

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

Monticello Main Street Executive Director, Brian Wolken presented the plaque received at the Main Street conference earlier this month. Governor Kim Reynolds and Main Street Iowa recognized Monticello for dedication to the Main Street Approach and surpassing a significant benchmark of private dollars invested in the designated Main Street district since 2022. The award recognized Monticello as a \$5 million Main Street District.

Mayor continued of Public Hearing on proposed Plans, Specifications, Form of Contract and Estimate of Cost for the Airport Pavement Maintenance Project. No public comments were received. Mayor closed the hearing. Langerman moved to approve Resolution #2025-32 Approving the proposed Plans, Specifications, form of contract and estimate for the Monticello Regional Airport for the Airport Pavement Maintenance Project. Brighton seconded, roll call was unanimous. Goedken inquired if these funds were to pay back the internal loan. Hinrichsen stated this project was planned to be completed and the next funding would be used to pay back the loan.

Goedken moved to approve Resolution #2025-33 Approving engagement letter with Dorsey & Whitney LLP related to role as bond counsel for the General Obligation borrowing to fund street sweeper. Brighton seconded, roll call was unanimous.

Goedken moved to approve Resolution #2025-34 Setting the date for public hearing on proposal to enter into a General Obligation Street Sweeper Acquisition Loan/Lease-

Regular Council Meeting March 17, 2025

Purchase Agreement and to borrow money thereunder in a principal amount not to exceed \$175,000. Public hearing will be on April 7, 2025 at 6:00 p.m. Ellwood seconded, roll call was unanimous.

Goedken moved to approve Resolution #2025-35 Approving \$168.80 Credit against Jones County Economic Development's utility billing for the property located at 303 West Sixth Street. Phelan seconded, roll call was unanimous.

Goedken moved to approve Resolution #2025-36 Scheduling Public Hearing on proposed vacation of active road right of way generally described as Lot 1 of Welter's First Addition, except Parcel 2015-61 for April 7, 2025 at 6:00 p.m. Ellwood seconded, roll call was unanimous.

Oswald reported on several upcoming events including the Friends of the Park meeting on March 28th. The final Winter Bounce for kids and then later that day the adult bounce, with kid activities in the Extension Office building.

Brehm stated she is keeping an eye on the legislation affecting libraries. Friends of the Library is having their sponsorship drive and activities for Spring Break.

Lynch reported a fulltime EMT is going to parttime and will be leaving in June to work for Phoenix Sun. They are planning an open house at the ambulance garage on May 18th.

Hinrichsen stated the fire alarm equipment has been installed and waiting on the wiring to the alarm system. Auditors have requested a letter be sent asking for an extension to complete the audit.

Council held a work session on the proposed Fiscal Year 2024-2025 budget amendments. No action was taken.

Ellwood moved to adjourn the meeting at 6:30 P.M.

	Wayne Peach, Mayor	
Sally Hinrichsen, City Clerk/Treasurer		

Special Council Meeting March 24, 2025, 6:00 P.M. Community Media Center

Sally Hinrichsen, City Clerk/Treasurer

Mayor Wayne Peach called the meeting to order. Council present were: Josh Brenneman, Scott Brighton, Jake Ellwood, Dave Goedken, Candy Langerman and Mary Phelan. Also present was City Clerk Sally Hinrichsen and Public Works Director Nick Kahler. City Administrator Russell Farnum joined electronically. The public was invited to attend the meeting in person, or to participate in the meeting electronically via "Zoom Meetings" or "Facebook" and were encouraged to communicate from the chat or message.

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

The following gave presentations requesting support from Monticello: Jennifer Husmann with Jones County Safe & Healthy Coalition; Erin Erickson with Maquoketa River Watershed Management Authority; Derek Lumsden with Jones County Economic Development; Lisa Tallman with Jones County Senior Dining; Kaileen Weaver with Jones County Tourism; Megan Beaman with the Monticello Chamber of Commerce and Brian Wolken with Monticello Main Street. Joe Bayne with the Monticello Firefighters of Iowa Organization Inc and Jamie Ginter with Jones County JETS Transportation System were not able to attend but provided their request for the Council. Council briefly discussed the requests for funding, but no action was taken. Mayor stated if there is no further discussion, he requested these requests be placed on the April 7th Council meeting agenda, for the amounts requested.

Brighton moved to adjourn the meeting at 7:02 P.I	M.
	Wayne Peach, Mayor

PAYROLL - MARCH 20, 2025

DEPARTMENT	GROSS PAY		OT PAY	COMP HRS. ACCRUED	COMP TOTAL	1	NET PAY
AMBULANCE	March 3 - 16, 2025						
Brian Bronemann	\$ 389.20	\$	-	0.00	0.00	\$	335.26
Jamie Coleman	2,425.50		207.90	0.00	2.63		1,921.85
Jordan Fullerton	1,067.22		-	0.00	0.00		916.42
Mason Hanson	360.36		-	0.00	0.00		305.46
Brett Herman	1,403.88		-	0.00	0.00		1,097.20
Austin Koch	641.28		-	0.00	0.00		444.63
Jayna Koffron	147.42		-	0.00	0.00		126.99
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	152.46		-	0.00	0.00		51.33
Sky Monty	1,633.60		-	0.00	0.00		1,251.05
Shannon Poe	88.80		-	0.00	0.00		66.49
Shirlee Scott	2,201.60		-	0.00	0.00		1,666.15
Reggie Welter	592.00		-	0.00	0.00		505.94
TOTAL AMBULANCE	\$ 16,672.46	\$	207.90	0.00	43.13	\$	12,449.77
CEMETERY	March 3 - 16, 2025						
Dan McDonald	\$ 947.88	\$	_	0.00	0.00	\$	734.60
TOTAL CEMETERY	\$ 947.88	<u>\$</u> \$	-	0.00	0.00	\$	734.60
CITY HALL	March 3 - 16, 2025						
Cheryl Clark	\$ 2,298.73	\$	10.73	0.00	18.00	\$	1,618.12
Russ Farnum	3,961.54	Ψ	-	0.00	0.00	Ψ	2,637.49
Sally Hinrichsen	3,192.54		_	0.00	0.00		1,980.62
Nanci Tuel	2,176.80		_	0.00	0.00		1,615.58
TOTAL CITY HALL	\$ 11,629.61	\$	10.73	0.00	18.00	\$	7,851.81
COUNCIL / MAYOR							
Josh Brenneman	\$ 300.00	\$		0.00	0.00	\$	276.78
Scott Brighton	300.00	Ψ	-	0.00	0.00	Ψ	276.78
Jake Ellwood	300.00		-	0.00	0.00		277.05
Dave Goedken	300.00		-	0.00	0.00		277.03
	300.00		-	0.00	0.00		277.05
Candy Langerman Wayne Peach	500.00		-	0.00	0.00		421.75
Mary Phelan	300.00		-	0.00	0.00		277.05
TOTAL COUNCIL / MAYOR	\$ 2,300.00	\$		0.00	0.00	\$	2,083.24
LIDDADY	March 2 40 2025						
LIBRARY	March 3 - 16, 2025	Φ		0.00	0.00	ው	1 252 05
Faith Brehm	\$ 1,764.00	\$	-	0.00	0.00	\$	1,352.85
Molli Hunter	1,305.60		-	0.00	0.00		1,055.68
Penny Schmit	1,569.60		-	0.00	0.00		1,128.24
TOTAL LIBRARY	\$ 4,639.20	\$	-	0.00	0.00	\$	3,536.77
MBC	March 3 - 16, 2025						
Kara Burrack	\$ 800.00	\$	-	0.00	0.00	\$	688.48
Grace Dupuy	1,688.00		-	0.00	0.00		1,298.70
Jacob Oswald	2,533.92			0.00	0.00	_	1,957.79
TOTAL MBC	\$ 5,021.92	\$	-	0.00	0.00	\$	3,944.97

PAYROLL - MARCH 20, 2025

DEPARTMENT	Gi	ROSS PAY	C	OT PAY	COMP HRS		COMP TOTAL	NET PAY
POLICE	Marc	h 3 - 16, 2025						
Zach Buehler	\$	445.44	\$	-	0.00		0.00	\$ 383.70
Dawn Graver		2,945.60		-	0.00		0.00	2,192.74
Erik Honda		3,410.04		169.56	0.00		0.00	2,585.88
Jordan Koos		3,165.12		-	0.00		36.00	2,172.65
Cole Millard		2,877.90		143.10	0.00		0.00	1,948.21
Keanan Shannon		3,065.04		-	0.00		21.00	2,276.68
Britt Smith		3,581.31		-	0.00		0.00	2,678.64
Madonna Staner		1,839.20		-	0.00		0.00	1,376.43
Brian Tate		3,476.98		_	0.00		0.00	2,616.43
TOTAL POLICE	\$	24,806.63	\$	312.66	0.00		57.00	\$ 18,231.36
ROAD USE	Marc	h 3 - 16, 2025						
Zeb Bowser	\$	2,066.40	\$	-	0.00		35.00	\$ 1,603.79
Jacob Gravel		2,066.40		-	0.00		2.25	1,554.81
Nick Kahler		2,578.35		-	0.00		0.00	1,881.06
Jasper Scott		2,066.40		-	0.00		0.63	1,548.97
TOTAL ROAD USE	\$	8,777.55	\$	-	0.00		37.88	\$ 6,588.63
SEWER	Marc	h 1 - 14, 2025						
Jim Tjaden	\$	3,078.12	\$	-	0.00		0.00	\$ 2,303.66
TOTAL SEWER	\$	3,078.12	\$	-	0.00		0.00	\$ 2,303.66
WATER	Marc	h 1 - 14, 2025						
Scott Hagen	\$	2,356.40	\$	-	0.00		71.25	\$ 1,902.55
Josh Willms		2,276.40		<u>-</u> _	0.00	#	69.00	1,579.85
TOTAL WATER	\$	4,632.80	\$	-	0.00		140.25	\$ 3,482.40
TOTAL - ALL DEPTS.	\$	82,506.17	\$	531.29	0.00		296.26	\$ 61,207.21

PAYROLL - APRIL 3, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	ı	NET PAY
AMBULANCE	March 17 - 30, 2025					
Megan Beaman	\$ 389.20	\$ -	0.00	0.00	\$	335.26
Christian Bell	500.80	-	0.00	0.00		431.39
Jamie Coleman	2,217.60	-	0.00	2.63		1,773.57
Jordan Fullerton	1,053.36	-	0.00	0.00		904.98
Jayna Koffron	835.38	-	0.00	0.00		686.71
Lori Lynch	3,351.54	-	0.00	0.00		2,264.22
Coletta Matson	2,321.55	103.95	0.00	40.50		1,561.17
Chloe Mogensen	374.22	-	0.00	0.00		236.10
Sky Monty	1,633.60	-	0.00	0.00		1,251.05
Hunter Schmidt	221.76	-	0.00	0.00		191.02
Shirlee Scott	2,217.60	 -	0.00	0.00	_	1,677.56
TOTAL AMBULANCE	\$ 15,116.61	\$ 103.95	0.00	43.13	\$	11,313.03
CEMETERY	March 17 - 30, 2025					
Dan McDonald	\$ 2,344.63 \$ 2,344.63	\$ 138.23	0.00	0.00	\$	1,776.09
TOTAL CEMETERY	\$ 2,344.63	\$ 138.23	0.00	0.00	\$	1,776.09
CITY HALL	March 17 - 30, 2025					
Cheryl Clark	\$ 2,288.00	\$ -	1.50	19.50	\$	1,610.47
Russ Farnum	3,711.54	-	0.00	0.00		2,529.47
Sally Hinrichsen	3,192.54	-	0.00	0.00		1,980.62
Nanci Tuel	2,176.80	 	0.00	0.00	_	1,615.57
TOTAL CITY HALL	\$ 11,368.88	\$ -	1.50	19.50	\$	7,736.13
FIRE						
Joe Bayne	\$ 208.33	\$ -	0.00	0.00	\$	192.39
Billy Norton	166.67	-	0.00	0.00		143.57
Johnny Russ	125.00	-	0.00	0.00		115.44
Tiler Streets	125.00	 	0.00	0.00	_	115.44
TOTAL FIRE	\$ 625.00	\$ -	0.00	0.00	\$	566.84
LIBRARY	March 17 - 30, 2025					
Faith Brehm	\$ 1,764.00	\$ -	0.00	0.00	\$	1,352.85
Molli Hunter	1,305.60	-	0.00	0.00		1,055.68
Penny Schmit	1,569.60	 	0.00	0.00		1,128.24
TOTAL LIBRARY	\$ 4,639.20	\$ -	0.00	0.00	\$	3,536.77
МВС	March 17 - 30, 2025					
Kara Burrack	\$ 800.00	\$ -	0.00	0.00	\$	688.48
Grace Dupuy	1,688.00	-	0.00	0.00		1,298.70
Jacob Oswald	2,533.92		0.00	0.00	_	1,957.79
TOTAL MBC	\$ 5,021.92	\$ -	0.00	0.00	\$	3,944.97
POLICE	March 17 - 30, 2025					
Dawn Graver	\$ 2,945.60	\$ -	0.00	0.00	\$	2,192.74
Erik Honda	3,165.12	-	0.00	0.00		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	3,065.04	-	0.00	21.00		2,360.74

PAYROLL - APRIL 3, 2025

DEPARTMENT	G	ROSS PAY	(OT PAY	COMP HRS		COMP TOTAL	I	NET PAY
Britt Smith		3,581.31		-	0.00		0.00		2,708.04
Madonna Staner		1,839.20		_	0.00		0.00		1,376.43
Brian Tate		3,396.12		_	0.00		0.00		2,558.76
TOTAL POLICE	\$	23,828.71	\$	-	0.00		57.00	\$	17,581.36
ROAD USE	Marc	h 17 - 30, 2025							
Zeb Bowser	\$	2,066.40	\$	_	0.00		34.00	\$	1,603.79
Jacob Gravel	•	2,066.40		_	0.00		2.25	•	1,554.81
Nick Kahler		2,578.35		_	0.00		0.00		1,881.06
Jasper Scott		2,066.40		-	0.00		0.63		1,548.96
TOTAL ROAD USE	\$	8,777.55	\$	-	0.00		36.88	\$	6,588.62
SEWER	Marc	h 15 - 28, 2025							
Jim Tjaden	\$	2,928.12	\$	_	0.00		0.00	\$	2,165.14
TOTAL SEWER	\$	2,928.12	\$	-	0.00		0.00	\$	2,165.14
WATER	Marc	h 15 - 28, 2025							
Scott Hagen	\$	2,206.40	\$	-	4.50		75.75	\$	1,764.03
Josh Willms	·	2,126.40		-	2.25	#	71.25	·	1,441.33
TOTAL WATER	\$	4,332.80	\$	-	6.75		147.00	\$	3,205.36
TOTAL - ALL DEPTS.	\$	78,983.42	\$	242.18	8.25		303.51	\$	58,414.31

VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total	CHECK CHECK# DATE
KIECK'S CAREER APPAREL LYNCH DALLAS, P.C.	PD PROPERTY INSURANCE PD VEHICLE OPERATING PD MINOR EQUIPMENT PD ATTORNEY FEES PD TELEPHONE	371.93 191.50 183.01 180.59 27,928.68 127.33 325.00 220.00 22.93 118.99) L) 3 5))	
110	POLICE DEPARTMENT TOTAL	29,669.98	}	
STREETS HENNICK TREE SERVICE LLC 210	RU STREET MAINTENANCE SUPPLIES STREETS TOTAL	3,300.00 3,300.00		
STREET LIGHTS ALLIANT ENERGY-IES	E 1ST STREETLIGHTS STREET LIGHTS TOTAL	5,119.12 5,119.12 5,119.12) -	
AQUATIC CENTER ALLIANT ENERGY-IES INFRASTRUCTURE TECHNOLOGY INSURANCE ASSOCIATES, INC. JONES CO ENVIRONMENTAL SERVICE	811 S CEDAR ST POOL POOL OFFICE SUPPLIES POOL PROPERTY INSURANCE POOL FOOD SERVICE LICENSE	146.91 9.83 10,206.00 150.00] }))	
CEMETERY ALLIANT ENERGY-IES INSURANCE ASSOCIATES, INC. KRAMER FUNERAL HOME DAN MCDONALD	CEMETERY PROPERTY INSURANCE CREMATION WALL PLAQUE- BROKENS CEMETERY SPRAYER TRAINING	10,512.74 43.91 2,170.00 950.00 45.00	L)))	
SOLDIER'S MEMORIAL BOARD ALLIANT ENERGY-IES INSURANCE ASSOCIATES, INC.	CEMETERY TOTAL 200 E 1ST ST SLDR MEM PROPERTY INSURANCE ELEVATOR MAINTENANCE	3,208.91 622.72 5,203.25 45.67)	
498	SOLDIER'S MEMORIAL BOARD TOTAL	5,871.64	 	
ENGINEER SNYDER & ASSOCIATES, INC	ENGINEERING FEES	4,495.25	; ;	
640	ENGINEER TOTAL	4,495.25	,)	

VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total	CHECK CHECK# DATE
ATTORNEY	ATTODNEY FEEC	160.00		
LYNCH DALLAS, P.C.	ATTORNEY FEES	100.00	-	
641	ATTORNEY TOTAL	160.00		
CIVIC SYSTEMS LLC INFRASTRUCTURE TECHNOLOGY INSURANCE ASSOCIATES, INC. JONES COUNTY RECORDER MCALLISTER ELECTRICAL SERVICES LASER TECH USA, INC. DBA TK ELEVATOR CORPORATION NANCI TUEL	ADMIN PROPERTY INSURANCE CH RECORDING FEES-STEPHEN PROP CH FIRE ALARM INSTALLATION CH BUILDING SUPPLIES ELEVATOR MAINTENANCE CH TRAVEL	1,245.43 24,990.00 237.24 38,004.24 27.00 20,263.19 31.47 91.14 14.70		
650	CITY HALL/GENERAL BLDGS TOTAL	84,904.41		
001	GENERAL TOTAL	147,242.05	-	
NATIONAL RECREATION & PARK TEAM SNAP INC 430	MBC EQUIP REPAIR/MAINT MBC OFFICE SUPPLIES MBC PROPERTY INSURANCE JOHNSON PARK FOOD SERVICE LIC MBC ADVERTISING MBC EQUIP REPAIR/MAINT MBC DAMAGE DEPOSIT REFUND MBC SOCCER SHIRTS (186) MBC DUES MBC LEAGUE SUPPLIES PARKS TOTAL	137.08 128.07 105.67 24,823.98 450.00 245.00 821.96 500.00 2,323.92 180.00 2,250.00	-	
005	MONTICELLO BERNDES CENTER TOTAL	31,965.68		
INFRASTRUCTURE TECHNOLOGY INSURANCE ASSOCIATES, INC. JOHN DEERE FINANCIAL KARDES INC	200 E SOUTH ST FIRE STATION FIRE COMPUTER SUPPORT FEES FIRE PROPERTY INSURANCE FIRE VEHICLE REPAIR/MAINT FIRE FUEL FIRE BLDG REPAIR/MAINT FIRE BULLARD HELMET FIRE CAPITAL EQUIPMENT (SAWS)	323.07 28.73 19,309.16 27.99 157.49 617.16 537.68 2,697.00		
150	FIRE TOTAL	23,698.28		

VENDOR NAME	REFERENCE	AMOUNT	VENDOR CHECK Total Check# date
015	FIRE TOTAL	23,698.28	-
ALLIANT ENÉRGY-IES BOUND TREE MEDICAL, LLC INFRASTRUCTURE TECHNOLOGY INSURANCE ASSOCIATES, INC.	AMB PROPERTY INSURANCE AMB REFUND AMB VEHICLE OPERATING AMB TELEPHONE	227.00 371.93 269.05 24.28 12,140.63 1,186.77 626.05 22.92 118.98 542.14	
160	AMBULANCE TOTAL	15,529.75	-
016	AMBULANCE TOTAL	15,529.75	-
FAREWAY STORES #840-1 GRAFTON PUBLIC LIBRARY	200 E 1ST ST LIB BOOKS LIB BUILDING SUPPLIES LIB PROGRAMS/PROMOTIONS LIB BOOKS LIB PROPERTY INSURANCE LIB BUILDING SUPPLIES LIB SUBSCRIPTION ELEVATOR MAINTENANCE	622.72 47.94 13.39 82.26 5.00 12,776.48 18.97 473.20 45.57	
410	LIBRARY TOTAL	14,085.53	-
041	LIBRARY TOTAL	14,085.53	-
AIRPORT AIRPORT DUBUQUELAND DOOR CO. INSURANCE ASSOCIATES, INC. MCALEER WATER CONDITIONING IN MONTICELLO AVIATION INC TRI COUNTY PROPANE LLC	AIRPORT BLDG REPAIR/MAINT AIRPORT PROPERTY INSURANCE C AIRPORT GROUNDS SUPPLIES AIRPORT MANAGER AIRPORT UTILITIES	6,230.00 15,198.50 17.60 2,500.00 840.28	
280	AIRPORT TOTAL	24,786.38	
046	AIRPORT TOTAL	24,786.38	-

ROAD USE

VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total	CHECK#	CHECK Date
STREETS ACCENT CONCRETE LLC ALLIANT ENERGY-IES BARCO MUNICIPAL PRODUCTS INC BEHRENDS CRUSHED STONE ALDEN GAUL INC INFRASTRUCTURE TECHNOLOGY INSURANCE ASSOCIATES, INC. JOHN DEERE FINANCIAL KROMMINGA MOTORS INC LAPORTE MOTOR SUPPLY MERCY PHYSICIAN ASSOCIATES MIDWEST WHEEL COMPANIES THEODORE KRAUS PREMIER AUTO GLASS LLC	RU STREET MAINTENANCE CONTRACT 22059 HWY 38 RU STREET MAINTENANCE SUPPLIES RU STREET MAINTENANCE SUPPLIES RU EQUIP REPAIR/MAINT RU UTILITIES RU PROPERTY INSURANCE RU BLDG REPAIR/MAINT RU EQUIP REPAIR/MAINT RU EQUIP REPAIR/MAINT RU OSHA - GRAVEL RU EQUIP REPAIR/MAINT RU LIGHT SYSTEMS & STRUCTURES RU EQUIP REPAIR/MAINT	4,128.38 519.25 1,041.88 257.25 210.29 12.33 18,472.99 285.02 385.76 258.58 12.50 390.46 799.00			
210	STREETS TOTAL	27,723.69	-		
SNOW REMOVAL ACCENT CONSTRUCTION KROMMINGA MOTORS INC	RU SNOW REMOVAL RU SNOW REMOVAL	245.00 4,510.00			
250	SNOW REMOVAL TOTAL	4,755.00	-		
110	ROAD USE TOTAL	32,478.69	-		
TRUST/SLAVKA GEHRET FUND LIBRARY					
CITY OF NEWTON	LIB GEHRET SUPPLIES	800.00	_		
410	LIBRARY TOTAL	800.00			
178	TRUST/SLAVKA GEHRET FUND TOTAL	800.00	-		
PARK IMPROVEMENT CAPITAL PROJECTS					
MOSCA DESIGN INC	PARK IMP HOLIDAY LIGHTS	6,705.65	-		
750	CAPITAL PROJECTS TOTAL	6,705.65			
313	PARK IMPROVEMENT TOTAL	6,705.65	-		
TIF PROJECT CAPITAL PROJECTS SNYDER & ASSOCIATES, INC	ENGINEERING FEES	5,979.50	ſ		
	CAPITAL PROJECTS TOTAL	5,979.50	-		
130	5.1.2.1.1.05.2.10 10111 <u>1</u>		_		
325	TIF PROJECT TOTAL	5,979.50)		

CHECK# DATE

VENDOR NAME		REFERENCE	AMOUNT	VENDOR Total
CAPITAL IMPROVEMENT CAPITAL PROJECTS HDR ENGINEERING INC		AIRPORT RUNWAY MAINTENANCE	25,270.00)
	750	CAPITAL PROJECTS TOTAL	25,270.00	
	332	CAPITAL IMPROVEMENT TOTAL	25,270.00	- -)
TRUST/IOMA MARY BAKER LIBRARY CENTER POINT PUBLISHING		LIB BAKER BOOKS	34.82)
	410	LIBRARY TOTAL	34.82	- - ?
	503	TRUST/IOMA MARY BAKER TOTAL	34.82	- - ?
WATER WATER ALLIANT ENERGY-IES KATHY HOLMES INFRASTRUCTURE TECHNOLOGY INSURANCE ASSOCIATES, INC. IOWA ONE CALL JOHN DEERE FINANCIAL FREDDIE & JENNIFER JONES KIJI LTD MICHAEL & EMILY KRAUS RANDY KRUEGER MERCY PHYSICIAN ASSOCIATES MUNICIPAL SUPPLY INC BRIAN WINK DAVID WOEHLER		OVERPAYMENT REFUND - O'BRIEN WATER DATA PROCESSING	3,155.14 115.01 21.78 20,124.44 7.79 27.97 50.00 128.10 160.22 86.20 18.79 3,488.00 81.79 469.00	
CUSTOMER DEPOSITS	600	WATER TOTAL	27,934.25)
WATER CITY OF MONTICELLO CHERYL HARTWIG AMY & JAMES KURTH SUSAN SAGE LUANE SLY		SLY/LUANE WATER DEPOSIT REFUND WATER DEPOSIT REFUND WATER DEPOSIT REFUND WATER DEPOSIT REFUND	810.27 216.21 33.37 114.64 135.57	; 7 1
	810	WATER TOTAL	1,310.00)
	602	CUSTOMER DEPOSITS TOTAL	1,310.00	- -)

CHECK# DATE

VENDOR NAME	REFERENCE	VEND Amount tot	
WATER CAPITAL IMPROVEMENT WATER			
SNYDER & ASSOCIATES, INC	WATER TOWER PAINTING	557.50	
810	O WATER TOTAL	557.50	
604	4 WATER CAPITAL IMPROVEMENT TOTAL	557.50	
	SEWER SYSTEM SEWER SUPPLIES SEWER OSHA - TJADEN LC SEWER EQUIP REPAIR/MAINT SEWER LAB SUPPLIES SEWER SUPPLIES	278.38 1,087.00 46.41 9.83 46,223.49 7.75 16.95 37.50 17.50 79.05 550.20 2,707.88 51,061.94	
SEWER DEBT SERVICE			
SEWER FARMERS & MERCHANTS	2024 SEWER INTERIM LOAN INT	42,575.46	
815	5 SEWER TOTAL	42,575.46	
617	2 SEWER DEBT SERVICE TOTAL	42,575.46	
SANITATION SANITATION INSURANCE ASSOCIATES, INC. MERCY PHYSICIAN ASSOCIATES REPUBLIC SERVICES	SANITATION PROPERTY INSURANCE SANITATION OSHA - GRAVEL RESIDENTIAL GARBAGE O SANITATION TOTAL	3,707.00 6.25 25,829.82 29,543.07	
670	O SANITATION TOTAL	29,543.07	
YARD WASTE SITE SANITATION			

VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total Check#	CHECK # DATE
ALLIANT ENERGY-IES	22411 BUSINESS HWY 151	32.47		
840	SANITATION TOTAL	32.47	-	
675	YARD WASTE SITE TOTAL	32.47	-	
	Accounts Payable Total	481,591.02	=	

CLAIMS REPORT CLAIMS FUND SUMMARY

City Council Meeting Prep. Date 4/1/2025 Preparer: Sally Hinrichsen



Agenda Item: # 1 & 2 **Agenda Date:** 4/7/2025

Communication Page

Agenda Items Description: Public Hearing on Budget Amendments and Resolution Approving the City's Proposed Amendment #1 to the Fiscal Year 2024-2025 Budget

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

Synopsis: Public Hearing required to amend budget

<u>Background Information</u>: The Council typically considers annual budget amendments once or twice per year. Amendments come about for various reasons, including but not limited to the following:

- 1. Council decides to move forward on projects not contemplated when budget was prepared.
- 2. Project carry over beyond end of one FY into next FY when plan was for project to be done prior to new FY.
- 3. Revenues or Expenses otherwise come in over or under budget.
- 4. A grant of donation for a specific purpose comes in unexpectedly.

Revenues: Revenues increase by \$2,217,919 after the amendments. The "Revenue amendments" page attachment discloses each line that is proposed to be amended. (A reduction in revenues shown by a "-" with an increase being merely the number, no "-" or "+".

Expenses: Expenses increase by \$2,261,120. The "Expense Amendments" page attachment discloses the expenses that increased or decreased in the 3rd column, expenses decreases be denoted with a "-" and increases being merely the number.

Staff Recommendation: It is recommended that the Mayor open the Public Hearing, accept public comment, close the Public Hearing, and thereafter have a motion and second to approve the FY 2025 Budget Amendments #1

City of Monticello, Iowa

RESOLUTION #

Approving the City's Proposed Amendment #1 to the Fiscal Year 2024-2025 Budget

WHEREAS, the City Council of Monticello, Jones County, Iowa met on April 7, 2025, at 6:00 PM to take up the proposed amendment. The proposed amendment was considered and taxpayers were heard for and against the amendment, and

WHEREAS, the Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Jones County, Iowa, following notice published on March 19, 2025 and the public hearing held on April 7, 2025, the current budget is amended as set out in the attached adoption to be certified to the Auditor of Jones County.

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 7th day of April, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting Prep. Date: March 31, 2025 Preparer: Nick Kahler



Agenda Item: 3 & 4 Agenda Date: April 7, 2025

Communication Page

<u>Agenda Items Description:</u> Purchase of a new street sweeper-Public Hearing on proposal to enter into a General Obligation Street Sweeper Acquisition Loan/Lease-Purchase Agreement and Resolution taking additional action on proposal to enter into a General Obligation Street Sweeper Acquisition Loan/Lease-Purchase Agreement

1 requirement 2 cure 2 cure 1 urenuse 1 rgreement							
Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session							
Attachments & Enclosures:	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue:						

Synopsis: Purchasing a new street sweeper to replace our old one

Background Information: Looking at our fleet of vehicles we decided that a street sweeper should be the next purchase to replace the aging sweeper we currently have. We have a TYMCO and want to stay with them. Talking with the council it was decided that we would take out a loan to get the sweeper here sooner than later. TYMCO offered us financing through them but we also reached out to three local banks and received offers from two.

- TYMCO offered 4.5% for a 4-year term
- F&M Bank offered 4.25% for a term of 4 or 5 years based on the City's choosing
- Ohnward Bank offered 4.65% for a 4-year term

We originally planned on a down payment of \$100,000.00 towards the purchase and financing \$157,116.00 through a bank. Since that discussion we received word that because of the new tariffs TYMCO is waiting for 2026 Freightliner chassis due to parts coming from overseas and that those tariffs will also increase the price of the chassis. Because of this we worked with TYMCO to come up with a solution so we could still move forward with the purchase of a sweeper. We decided to buy the demo model that they brought and showed us. It is brand new and has only been demoed twice. Has warranty and is cheaper than ordering one. We should see this sweeper in our shop by the end of the month vs waiting until August or later to receive one. We will still put down \$100,000.00 payment but our loan amount goes down to \$151,000.00.

<u>Staff Recommendation</u>: We recommend the approval of purchasing a new street sweeper with financing from F&M Bank

MINUTES FOR HEARING AND ADDITIONAL ACTION ON ENTERING INTO A LOAN/LEASE PURCHASE AGREEMENT

435926-41

Monticello, Iowa

April 7, 2025

The City Council of the City of Monticello, Iowa met on April 7, 2025, at 6:00 p.m. at the Renaissance Center, Monticello, Iowa.

The Mayor presided and the roll being called, the following named Council Members were present and absent:

Pre	esent:
Ab	osent:
General Omoney the written ob	bligation Financing Agreement, as defined in the attached resolution, and to borrow reunder in a principal amount not to exceed \$175,000, the City Clerk announced that no ejections had been placed on file. Whereupon, the Mayor called for any written or oray, and there being none, the Mayor declared the public hearing closed.
	ther due consideration and discussion, Council Member dand moved that the resolution be adopted, seconded by Council Member. The Mayor put the question upon the adoption of said resolution, and
the roll be	ing called, the following Council Members voted:
Ay	/es:
Na	nys:

Whereupon, the Mayor declared the motion carried and the resolution duly adopted in substantially the form hereinafter set out.

Attest:

City Clerk

RESOLUTION NO
Resolution taking additional action on proposal to enter into a General Obligation Street Sweeper Acquisition Loan/Lease-Purchase Agreement
WHEREAS, the City of Monticello (the "City"), in Jones County, State of Iowa, pursuant to the provisions of Section 384.24A or Section 364.4 of the Code of Iowa, heretofore proposed to enter into a General Obligation Street Sweeper Acquisition Loan/Lease-Purchase Agreement (the "Financing Agreement") and to borrow money thereunder in a principal amount not to exceed \$175,000 for the purpose of paying the costs, to that extent, of acquiring a street sweeper for use in maintaining municipal streets; and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on April 7, 2025;
NOW, THEREFORE, Be It Resolved by the City Council of the City of Monticello, Iowa as follows:
Section 1. The City Council hereby determines to enter into the Financing Agreement in the future and orders that General Obligation bonds or notes be issued at such time in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.
Section 2. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict.
Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.
Passed and approved this April 7, 2025.

Mayor

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

	Mayor	
Attest:		
City Clerk		

ATTESTATION CERTIFICATE

STATE OF IOWA		
JONES COUNTY		SS:
CITY OF MONTICELLO		
hereto is a true and correct copy of t	the proceedings of	onticello, do hereby certify that attached the City Council relating to the publication of entering into a certain Financing
WITNESS MY HAND this	day of	, 2025.
		Clerk
	City	



Municipal Lease / Purchase Quote

Quote Date March 11, 2025

Dealer Information

 Dealer No.:
 782900
 Phone No.:
 515-276-3352

 Name:
 Armor Equipment North
 Fax No.:
 515-276-2976

Address: 5105 NW Beaver Dr. State: IA
City: Johnston Zip Code: 50131

Contact: Cory Gustafson

Lessee Information

Name: City of Monticello Phone No.: 319-465-3577

Address: 200 East First St. Fax No.:

City: Monticello State: IA
Contact: Nick Kahler Zip Code: 52310

Title: Public Works Director
Email: nkahler@ci.monticello.ia.us

Equipment Information

Quantity: 1

Model: 435 SS

Chassis: 2025 Freightliner M2-106 Plus Sourcewell Cntract #11522-TYM pricing

Lease / Purchase Information

Purchase Price: \$ 257,116.00 (after trade-in)

State Sales Tax % (if any): (State sales tax not included unless shown)

Total Amount: \$ 257,116.00

Down Payment: \$ (100,000.00)

Amount Financed: \$ 157,116.00

	4 Year	 5 Year	_	6 Year
Amount Financed:	\$ 157,116.00	\$ 157,116.00		\$ 157,116.00
Annual Percentage Rate:	4.50%	4.60%		4.70%
Number of Annual Payments:	4	5		6
Advance Payment:	\$ -	\$ -		\$ -
Annual Payment:	\$ 43,795.09	\$ 35,889.50		\$ 30,658.25
Total Finance Charge:	\$ 18,064.36	\$ 22,331.50		\$ 26,833.50
Total Payments:	\$ 175,180.36	\$ 179,447.50		\$ 183,949.50

This quote is provided as a budgetary proposal. Actual financing is based on approved credit and acceptance of TYMCO's lease/purchase documents. Rates are subject to change. First payment is due on delivery of the sweeper and annually thereafter. No lease document fees and no prepayment penalties. This quote is nonbinding until the lease is signed by both parties.

Quote valid for 30 days from the quote date listed above.



"The Right Choice"

March 11, 2025

Nick Kahler Public Works Director City of Monticello 200 East First St Monticello, IA 52310

Dear Nick:

Thank you for the opportunity to offer a solution to your municipality's financial needs. We would like to offer the City of Monticello a commercial term loan in the amount of \$157,116.00 at 4.25% for a term of 4 or 5 years (based on the City's choosing).

If you have any questions or need any further clarification, please do not hesitate to email me at twedewer@fmbank.biz or call me direct at 319.730.6010.

Best regards,

Tirzah N. Wedewer

Executive Vice President & CFO

City Council Meeting Prep. Date: 04/01/2025 Preparer: Russell Farnum



Agenda Item: # 5 - 6 **Agenda Date:** 04/07/2025

Communication Page

<u>Agenda Items Description:</u> Public Hearing and Resolution Vacating a portion of Right of Way on South Main Street and Transfer to Adjacent Owner

Type of Action Requested: Public Hearing and Resolution					
Attachments & Enclosures:	Fiscal Impact: Budget Line Item:				
Мар	Budget Ellie Item: Budget Summary: Expenditure:				
	Revenue:				

Summary: In 1963 Clara and Clarence Eilers sold a portion of right-of-way to Jones County, on the east side of South Main Street. This portion of right-of-way overlaps a small part of the westerly edge of Lot 1 in Welter Subdivision.

The right-of-way language is unclear because the land was sold like a parcel, as is typical for rights-of-way, but the document was written as an easement (a copy of the deed is attached for reference). Because of the lack of clarity, it impacts the title to this portion of Lot 1, and the Welters and Kwik Star have asked us to help clean it up to assure Kwik Star is getting clear title to the property they are purchasing. This action requested includes a recommendation to transfer ownership back to the subsequent/adjacent owner of the original property (now Welters).

The right-of-way is not currently used, nor necessary for roadway purposes. That portion of right-of-way is also covered by other, overlapping easements, for the power lines and the back slope of the drainage ditch. Since South Main Street is now City jurisdiction, Jones County has no role in vacating the right of way, and no interest in the property. City Attorney Doug Herman has confirmed that with Jones County Secondary Roads Department.

The Eilers right-of-way is highlighted in lavender on the attached drawing.

The Planning and Zoning Board reviewed this request at their regular meeting of March 25, and made a recommendation to approve vacating this part of the right of way.

Recommendation: Approval of the Resolution vacating the portion of this right-of-way that lies on Lot 1 of Welter Subdivision, and Transfer to adjacent owner, is recommended.

APPROVING VACATION OF PORTION OF RIGHT OF WAY EASEMENT AND TRANSFER OF SAME TO ADJACENT PROPERTY OWNER

WHEREAS, Jones County, Iowa acquired certain rights to property as disclosed by a document titled "Easement for Public Highway" recorded in Book 164, Page 523, records of the Jones County, Iowa Recorder on May 6, 1963, wherein "Clara Eilers" was grantor and Jones County, Iowa was grantee, the property being legally described as follows:

A parcel of land located in the SW ¼ SW ¼ Section 34 T86N R3W of the 5th P.M. lying directly east of the following described centerline of Farm-to-Market road as shown on the official plans of Project C-1618.

The centerline is designated by station points 100 feet apart and numbered consecutively from south to north, beginning at station 278+68 which point is assumed to be the SW corner of said Section 34 and runs thence N 0° 00' W along the assumed west line of said SW $\frac{1}{4}$ said Section 34 to station 294+47.5. The west line of said SW $\frac{1}{4}$ Section 34 is assumed to bear due north.

Said parcel is described as follows: The area included between the above described centerline and the following described right of way line which commences at a point 60 feet east of centerline station 279+13, and runs thence parallel to centerline to a point 60 feet east of centerline station 291+99. Said parcel contains 0.86 acres more or less exclusive of present established right of way.

(Hereinafter referred to as "Property" for purposes of this Resolution),

and

WHEREAS, the Property at the time of Jones County acquisition was located outside the City limits of the City of Monticello, Iowa, with same, at this time, being located within the City limits of the City of Monticello, Iowa, and therefore within the jurisdiction of the City of Monticello, Iowa, and

WHEREAS, the City Council finds that a portion of the Property (hereinafter referred to as "Partial Property") has been determined to be located within Lot 1, Welter's First Addition to the City of Monticello, and that the Partial Property is not needed for public right of way or any other public purpose, that same is located within a separate utility easement, and that said Partial Property should be considered for vacation, and transfer to Welter Enterprises, LLC, and

WHEREAS, the City of Monticello Planning & Zoning Commission previously reviewed the proposed vacation and transfer of the Partial Property and has recommended the approval of same, and

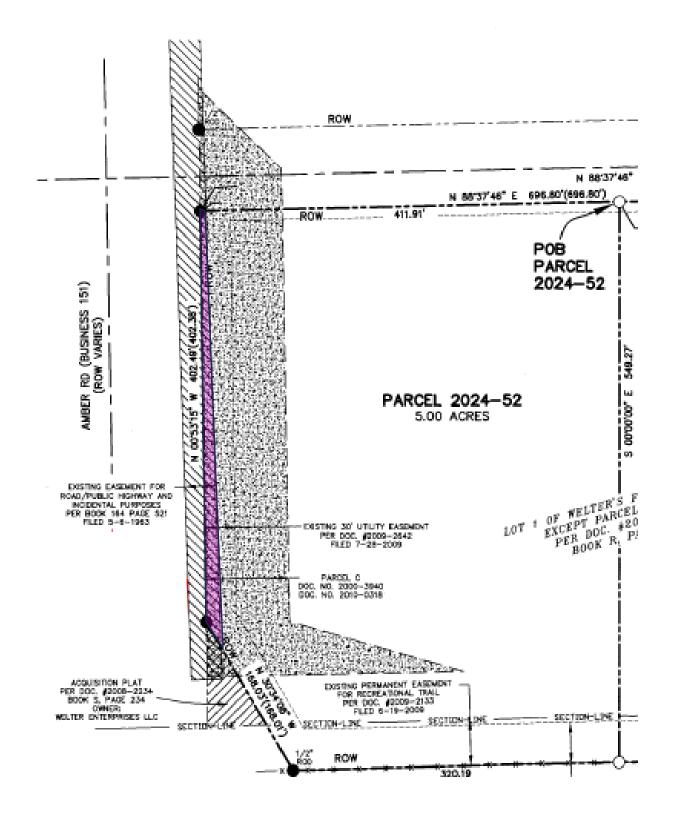
WHEREAS, the City Council previously scheduled a public hearing on the proposed vacation and transfer of said right of way, the Partial Property, for this date by Resolution 2025-36, and

WHEREAS, the Mayor opened the public hearing, accepted public comment, and thereafter closed the public hearing, and

WHEREAS, the Council finds that the Partial Property proposed for vacation and transfer should be approved for vacation and transfer at this time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monticello, Iowa that the property described herein as the Partial Property is hereby vacated with the City Administrator being directed to take steps to transfer said Partial Property to Welter Enterprises, LLC, owner of the underlying property on which Partial Property is located, by Quit Claim Deed.

\mathcal{E}	erty on which Partial Property is loca	1 2
	IN TESTIMONY WHEREOF, name and caused the Great Seal abe affixed. Done this 7 th day of A	for the City of Monticello, Iowa to
	Wayne Peach, Mayor	_
Attest:		
Sally Hinrichsen, City Clerk		



Real Estate Deed Record, No. 164,

Jones

County, Iowa

A. D. 1963, at 11:10c/clock. A. M. Bess E. Sherman Reconsister	Form No. 100—Easement for Public Hig	hway—Highway Commission Form No. 477-S, containing 548 printed words.
To TO THIS PRINTS PRINTS TO TO THE STATE OF THE STATE OF SAID SAID STATE OF SAID STATE OF SAID SAID SAID SAID SAID SAID SAID SAID	EASEMENT FOR PUBLIC HIGHWAY	<u>. </u>
TO STATE STATES STATES AND MAY AND JOINES COUNTY AND JOINES COUNTY AND JOINES COUNTY AND JOINES COUNTY State of JONES COUNTY STATES STATES AND JONES COUNTY STATES	Clara Eilers et ux	
A parcal of land located in the SW SW Section 34 T SON RW of the 5th F M. lying directly east of the following described research of the control of the following described reflect of the following the control of	Jones County	Filed for Record on the 6 day of May A. D. 19.63, at 11:100'clock A. M. Bess E. Sherman , Recorder
One Hundred Ninety-seven and 80/00		
A parcel of land located in the SWA SWA Section 34 T 86N R3W of the 5th P.M. lying directly east of the following described centerline of Farm-to-Market Road as shown on the official plans of Froject C-1618. The centerline is designated by station points 100 feet apart and numbered consecutively from south to north, beginning at station 278+68 which point is assumed to be the SW corner of said section 34 and runs thence N 0°00'W along the assumed west line of said 5WA Section 34 to station 294+47.5. The west line of said 5WA Section 34 to station 294+47.5. The west line of said 5WA Section 34 to station 294+47.5. The west line of said 5WA Section 34 to station 294+47.5. The west line of said 5WA Section 34 to station 294+47.5. The west line of said 5WA Section 34 to station 294+47.5. The west line of said 5WA Section 34 to station 294+47.5. The west line of said 5WA Section 34 to sasumed to bear due north. Said parcel is described as follows: The area included between the above described sasumed to bear due north. Said parcel is described as follows: The area included between the above described as follows: The area included between the above described right of commences at a point Office east of centerline to a point 60 feet east of centerline station 291+99 said parcel contains 0.86 acres more or less exclusive of present established right of way. SWA SWA 0.86 Ac. @ 230.00 = 197.80 SWA SWA 0.86 Ac. @ 230.00 = 197.80 And I hereby covenant with the said premises against the lawful claims of all persons whomsoever, and the Clarence Eilers, husband hereby relinquishes right of dower in and to the premises herefore conveyed. Signed this 25 day of April ,A.D. Windowskingchingk 1963 Clara Eilers Clarence Eilers Clarence Eilers On this 25th day of April ,A.D. 1963, before me D. P. Sutherland a Notary Public in and for personally appe	One Hundred Ninet Jones County In hand paid by loxxXxxtxXiixxxxXxxXXXXXXXXXXXXXXXXXXXXXX	tate of Iowa , in consideration of the sum o
34 T 86N R3W of the 5th P.M. lying directly east of the following described centerline of Parm-to-Market Road as shown on the official plans of Project C-1618. The centerline is designated by station points 100 feet apart and numbered consecutively from south to north, beginning at station 278+68 which point is assumed to be the SW corner of said section 34 and runs thence N 0°00'W along the assumed west line of said SW Section 34 to station 294+47.5. The west line of said SW Section 34 to station 294+47.5. The west line of said SW Section 34 to station 294+47.5. The west line of said source are successful to bear due north. Said parcel is described as follows: The area included between the above described centerline and the following described right of way line which commences at a point 60 feet east of centerline station 279+13 and runs thence parallel to centerline to a point 60 feet east of centerline station 291+99 said parcel contains 0.36 acres more or less exclusive of present established right of way. SW SW SW SW 0.86 Ac. 230.00 = 197.80 And I hereby covenant with the said KAKKELUCHOWA that. I lawfully seized of said premises; that are free from encumbrance; that I have good and lawful authority to sell and convey the same, and I hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, and the Clarence Eilers husband hereby relinquishes right of dower in and to the premises herefore conveyed. Signed this 25 day of April ,A.D. Nineteen Runsing and to the premises herefore conveyed. Signed this 25 day of April ,A.D. Nineteen Runsing and to the premises herefore conveyed. On this 25th day of April ,A.D. 1963 , before me, D. P. Sutherland , personally appe	or use as a Public Highway, the following descristate of Iowa, to-wit:	bed premises situated in the County ofJones
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between the above described centerline and the following described right of way line which commences at a point 60 feet east of centerline station 279+13 and runs thence parallel to centerline to a point 60 feet east of centerline station 291+99 said parcel contains 0.86 acres more or less exclusive of present established right of way. SW\frac{1}{1} \text{ SW\frac{1}{1}} \text{ 0.86 Ac. @ 230.00 = 197.80} SW\frac{1}{1} Nereby covenant with the said XMATERIALEMENTS that I lawfully seized of said premises; that are free from encumbrance; that I have good and lawful authority to sell and convey the same, and I hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, and the Clarence Eilers, husband hereby relinquishes right of dower in and to the premises herefore conveyed. Signed this 25 day of April , A. D. NinetworkHunchmick 1963 Clara Eilers Clarence Eilers On this 25th day of April , A. D. 1963, before me, D. P. Sutherland Notary Public in and for Jones County, State of Iowa , personally appe	feet apart and to north, begin is assumed to be and runs thence of said SW_{n}^{1} Sec	numbered consecutively from south uning at station 278+68 which point be the SW corner of said section 34 to N 0°00'W along the assumed west line etion 34 to station 294+47.5. The west
Ind I hereby covenant with the said XRAYR DEXIONAL that I lawfully seized of said premises; that the free from encumbrance; that I have good and lawful authority to sell and convey the same, and I hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, and the Clarence Eilers, husband hereby relinquishes right of dower in and to the premises herefore conveyed. Signed this 25 day of April , A. D. NinstrenceMracketarack 1963 Clara Eilers Clarence Eilers Clarence Eilers On this 25th day of April , A. D. 1963, before me, D. P. Sutherland P. P. Sutherland County Public in and for Jones County, State of Towa , personally appears	between the abo described right 60 feet east of thence parallel of centerline s acres more or 1	ove described centerline and the following of way line which commences at a point centerline station 279+13 and runs to centerline to a point 60 feet east station 291+99 said parcel contains 0.86
have good and lawful authority to sell and convey the same, andI	SW ¹ SW ¹	0.86 Ac. @ 230.00 = 197.80
Clara Eilers Clarence Eilers STATE OF	hereby covenant to warrant and defend the said Clarence Eilers, husba before conveyed.	we good and lawful authority to sell and convey the same, and
Clarence Eilers STATE OF	Signed thisday of	
TATE OF Iowa , County of Jones , ss. On this 25th day of Aprll , A. D. 1963 , before me, D. P. Sutherland Notary Public in and for Jones County, State of Iowa , personally appe		그 그는 물 사람들은 사람들이 되었다. 그 그들은 그들은 그들은 그들은 그들은 그를 받는 것이다.
On this 25th day of April , A. D. 1963, before me, D. P. Sutherland Notary Public in and for Jones County, State of Iowa , personally appearance.		Clarence Eilers
·	On this 25th day of April Notary Public in and for Jone	ty of Jones , ss. , A. D. 19 ⁶ 3, before me, D. P. Sutherland County, State of Iowa , personally appeared
to me known to be the person named in and who executed the foregoing instrument, and acknown to me known to be the person named in and who executed the foregoing instrument, and acknown to me known to be the person named in and who executed the foregoing instrument, and acknown to me known to be the person named in and who executed the foregoing instrument, and acknown to me known to be the person named in and who executed the foregoing instrument, and acknown to me known to be the person named in and who executed the foregoing instrument, and acknown to me known to be the person named in and who executed the foregoing instrument, and acknown to me known to be the person named in and who executed the foregoing instrument, and acknown to me known to be the person named in and who executed the foregoing instrument, and acknown to me known to be the person named in and who executed the same as to me known to be the person named in and who executed the same as to me known to be the person named in and who executed the foregoing instrument, and acknown to be the person named in and who executed the foregoing instrument, and acknown to be the person named in and who executed the foregoing instrument, and acknown to be the person named in and who executed the foregoing instrument, and acknown to be the person named in and who executed the foregoing instrument, and acknown to be the person named in and who executed the foregoing instrument, and acknown to be the person named in and who executed the foregoing instrument, and acknown to be the person named in and who executed the foregoing instrument in a person named in a person	edged that they	executed the same as their voluntary act and deed.

City Council Meeting Prep. Date: 04/01/2025 Preparer: Russell Farnum



Agenda Item: #7

Agenda Date: 04/07/2025

Communication Page

Agenda Items Description: Proposed Mural for Renaissance Center				
Type of Action Requested: Approval				
Attachments & Enclosures:		Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue:		

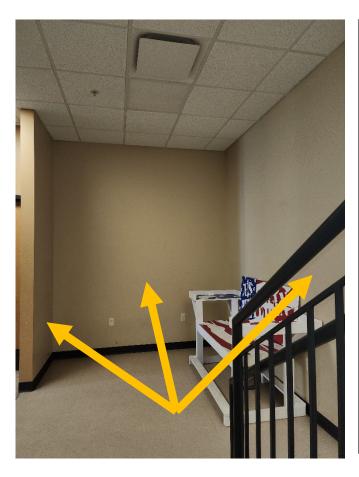
<u>Summary:</u> Donna Zimmerman has proposed to paint a mural in honor of our Veterans. The mural portrays a young Soldier sitting on steps and reading a letter from home. Photos of the proposed mural are attached.

The mural is proposed in the back portion of the Renaissance Center lobby, at the bottom of the steps to the Library. This is the area that used to have vending machines, and now where the Veterans bench is located. The mural would wrap around the three walls within the alcove area.

Zimmerman believes she will be finished before Memorial Day, so the mural can be unveiled for Memorial Day services. Zimmerman only requests a minor stipend of \$1-200 to cover her costs for paint and supplies. Donna understands that this is a mural directly painted on the drywall, and at some point may be painted over if it becomes damaged or ages to the point it's no longer feasible to maintain.

I have discussed the proposal with Denny Gray and he is supportive of the request, and the veterans are also willing to relocate the bench that currently is located in this area.

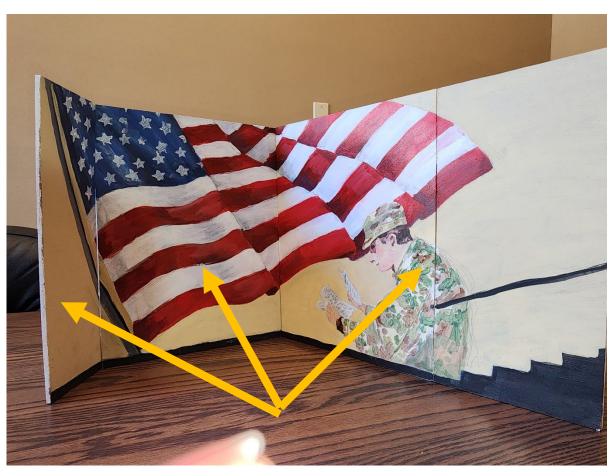
Council approval of this mural and for payment of a modest stipend, not to exceed \$200, to Zimmerman is requested.



Left: Mural Location

Below: Proposed Mural

Arrows indicate the proposed "wrapping" on 3 walls



City Council Meeting Prep. Date: 4/1/2025 Preparer: Sally Hinrichsen



Agenda Item: # 8 Agenda Date: 4/7/2025

Communication Page

Agenda Items Description: Resolution scheduling Public Hearing on the City of Monticello 2025/2026 Fiscal Year budget

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

Synopsis: Scheduling Public Hearing on FY '26 Budget approval for April 21, 2025.

Background Information: Public hearing required prior to approval of annual budget. Notice will be published in the Express as required by the Iowa Code.

Staff Recommendation: Recommend that the Council approve the proposed resolution scheduling public hearing on the proposed FY '26 budget for April 21, 2025 at 6:00 p.m.

The City of Monticello, Iowa

RESOLUTION

Scheduling Public Hearing on the City of Monticello 2025/2026 Fiscal Year budget for April 21, 2025 at 6:00 p.m.

WHEREAS, The Iowa Code requires that that the City of Monticello hold a Public Hearing on the proposed budget for the coming fiscal year, prior to the final approval of same, and

WHEREAS. The budget must be entered into the Department of Management website by no later than April 30, 2025, and

WHEREAS, Notice of the Public Hearing must be published at least ten but no more than twenty days prior to the Public Hearing, and

WHEREAS, Notice shall be published in the Monticello Express on the 10th day of April, 2025, scheduling Public Hearing for the 21st day of April 2025 at 6:00 P.M. at the, City Council Chambers at the Mary Lovell LeVan Renaissance Center, Monticello, Iowa, and

WHEREAS, The City Clerk is instructed to see to the publication of the appropriate Notice in the Monticello Express, consistent with the above dates, so that the Public Hearing may be held as scheduled herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby schedule Public Hearing on the proposed 2025/2026 budget for the 21st day of April 2025 at 6:00 p.m. to be held in the City Council Chambers at the Mary Lovell LeVan Renaissance Center in Monticello, Iowa.

	IN TESTIMONY WHEREOF , I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
	Done this 7th day of April, 2025.
	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City Clerk/Treasurer	

City Council Meeting Prep. Date: 4/1/2025 Preparer: Sally Hinrichsen



Agenda Item: # 9 Agenda Date: 4/7/2025

Communication Page

<u>Agenda Items Description:</u> Resolution Approving Jones County Safe & Healthy Coalition Investment and agreement for FY '26 in the amount of \$3,000.00

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session				
Attachments & Enclosures: Proposed Resolution	Fiscal Impact: Budget Line Item: Budget Summary: Admin County Contrib.			
Request for funding Agreement	Expenditure: \$3000 Revenue:			

Synopsis: Jones County Safe & Healthy Youth Coalition request funding.

Background Information: Iowa Auditor of State has provided guidance regarding the Iowa Constitution Article III, Section 31 and guidance for the City to give funds to private entities and the importance to identify and ensure the funds are serving a public purpose. No public money or property shall be appropriated for local, or private purpose, unless such appropriation, compensation, or claim, be allowed by two thirds of the members elected. It is a requirement that public funds be spent for the public benefit and/or purpose. Council should determine their finding of the "Public Purpose". An Agreement, with the private entity, setting out the facts and rationale for how the public will benefit from the transfer of public funds to the private entity. The agreement should be approved by resolution of the Council

The attached letter explains the request for funding from Jones County Safe & Healthy Youth Coalition.

The Coalition has requested \$3,000 consistent with last year's request.

Recommendation: Recommendation that the Council take appropriate action on the Jones County Safe & Healthy Youth Coalition request for funding

The City of Monticello, Iowa

RESOLUTION #

Approving Jones County Safe & Healthy Coalition Investment and agreement for FY '26 in the amount of \$3,000.00

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

WHEREAS, The City of Monticello has received a request for Jones County Safe & Healthy Youth Coalition to provide funding in the amount of \$3,000.00 to support youth prevention efforts, and

WHEREAS, The City first provided funding to the Coalition in FY '20 in the amount of \$2,000.00 and since FY '22 in the amount of \$3,000.00, the Coalition previously being funded by grants that are reportedly no longer received, and

WHEREAS, the Monticello City Council reviewed agreement with Jones County Safe & Healthy Youth Coalition to support continued youth prevention efforts, and

WHEREAS, the Agreement with the above entity is subject to renewal annually, with the agreement for FY '26 being presented for approval in the amount of \$3,000.00, and

WHEREAS, the Monticello City Council has considered the request made by Jones County Safe & Healthy Youth Coalition, and has determined it appropriate to invest in the Jones County Safe & Healthy Youth Coalition.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 7th day of April, 2025 that the City of Monticello does hereby approve the agreement with Jones County Safe & Healthy Youth Coalition, previously mentioned herein, and does hereby authorize the Mayor to execute the same on behalf of the City Council.

	Done this 7 th day of April 2025.
Attest:	Wayne Peach, Mayor
Sally Hinrichsen, City Clerk/Tre	easurer

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

FINANCIAL REPORTING FORM

Agency: <u>Jones County Safe & Healthy Youth Coalition</u>

Receipts and Expenses Information (Budget)

An audit can be requested by Jones County if needed

Salaries of Employees				
Title	FTE/PTE	Last Year	Present Year	Next Year
Project Coordinator & Prevention Specialist/Youth Coordinator - Contracted (includes benefits, office space, travel, supervisory, liability ins., audit, printing, postage, internet)	0.25	\$ 26,588.77	\$ 30,333.64	\$ 30,333.64
Total		\$ 26,588.77	\$ 30,333.64	\$ 30,333.64

		Present Year	Next Year
Revenues (All Sources)			
Allocation-Jones Co.(FY24-\$9,983.67, received 7/1/24-FY25)	\$ -	\$ 5,000.00	\$ 5,000.00
Fundraising	\$ 10,132.04	\$ 9,000.00	\$ 8,000.00
Legacies and Bequests (Endowment)	\$ 2,540.00		\$ 2,540.00
Allocated by Cities in Jones County	\$ 7,550.00	\$ 4,200.00	\$ 4,200.00
Grants from Government Agencies (w/half of opioid settlement	\$ 14,969.78	\$ 14,000.00	\$ 11,500.00
Interest	\$ 6.57	\$ 6.50	\$ 6.50
Total Revenues	\$ 35,198.39	\$ 32,206.50	\$ 31,246.50
Expenditures			
Salaries (including benefits, liability ins., audit, travel, space,	\$ 23,856.54	\$ 30,333.64	\$ 30,333.64
Employee Benefits			
Payroll Taxes, Etc.			
Supplies	\$ 275.10	\$ 300.00	\$ 300.00
Office Rental/Lease			
Equipment			
Travel/ Conference/Meetings			
Membership Dues	\$ 155.00	\$ 155.00	\$ 155.00
Awards	\$ 500.00	\$ 2,000.00	\$ 500.00
Programming expenses	\$ 6,390.58	\$ 6,000.00	\$ 6,000.00
Total Expenses	\$ 31,177.22	\$ 38,788.64	\$ 37,288.64
Excess/Deficit	\$ 4,021.17	\$ (6,582.14)	\$ (6,042.14)

CITY OF MONTICELLO AND JONES COUNTY SAFE AND HEALTHY YOUTH COALITION SOCIAL SERVICES FUNDING AGREEMENT FOR NON-PROFIT ORGANIZATIONS

This Social Services Funding Agreement ("Agreement") is entered into by and between the Jones County Safe and Healthy Youth Coalition (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of Monticello, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

- A. The City of Monticello, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.
- B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of Monticello is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.
- C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of Monticello (the "Services"):

The Coalition engages communities in efforts to promote mental wellness and reduce substance use by creating and maintaining a safe and healthy environment for youth and adults in Jones County. The goal is that every child in Jones County has a safe and healthy family and community so that they can thrive into the future.

- D. The City finds that the Services offered by Provider serve an important public purpose for beautification and help to promote the health, safety and welfare of residents of Monticello.
- E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

- 1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.
 - 2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval

of the Agreement by the City's council, the City shall pay Provider the sum of \$3000 (Three Thousand). In return, Provider agrees to provide the Services to residents of Monticello as part of its ongoing operations. Funds will be paid after expenditures have been made by the Provider. If the Provider can show a hardship from the payment being made after the expenses have been incurred, the City will consider a payment immediately prior to the expense being made, if proof of the expense is provided.

- 3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of Monticello, and to provide an annual accounting to the City showing that the funds were so applied. Annual accounting will include a summary of funds received and spent and receipts totally at least the total amount contributed by the City.
- 4. **Interpretation.** The language of all parts of this Agreement shall in all cases by construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.
- 5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.
- 6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.
- 7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.
- 8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.
- 9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.
 - 10. **Captions.** The captions or headings of the sections in this Agreement are for the

convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

- 11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.
- 12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.
- 13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.
- 14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

JONES COUNTY SAFE AND HEALTHY YOUTH COALITION, Provider

ву:
Date of Signature:
City of Monticello, Iowa
By: Wayne Peach, Mayor
Date of Signature:

D. ..

City Council Meeting Prep. Date: 4/1/2025 Preparer: Sally Hinrichsen



Agenda Item: # 10 Agenda Date: 4/7/2025

Communication Page

Agenda Items Description: Resolution Approving Maquoketa River Watershed Management Authority investment and agreement for FY '26 in the amount of \$6,060.00, plus five (5) water sampling locations				
Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session				
Attachments & Enclosures:	Fiscal Impact:			
Proposed Resolution	Budget Line Item: Budget Summary: Admin County Contrib.			
Agreement	Expenditure: \$6,060 plus five (5) water sampling locations			

Synopsis: Maquoketa River Watershed Management Authority requests funding from the City to address water quality, water quantity (flooding) as well as other issues associated with the Maquoketa River watershed area.

Background Information: Iowa Auditor of State has provided guidance regarding the Iowa Constitution Article III, Section 31 and guidance for the City to give funds to private entities and the importance to identify and ensure the funds are serving a public purpose. No public money or property shall be appropriated for local, or private purpose, unless such appropriation, compensation, or claim, be allowed by two thirds of the members elected. It is a requirement that public funds be spent for the public benefit and/or purpose. Council should determine their finding of the "Public Purpose". An Agreement, with the private entity, setting out the facts and rationale for how the public will benefit from the transfer of public funds to the private entity. The agreement should be approved by resolution of the Council

The Maquoketa River Watershed Management Authority (MR WMA) was formed in 2017. Limestone Bluff RC&D is the official fiscal agent for the organization and is currently providing in nonprofit umbrella, grant writing services and overall management.

Financial support for MR WMA is voluntary for its members, which consists of 34 Cities, Counties, Soil and Water Conservation Districts and a Lake District in Eastern Iowa.

The MR WMA has executed its water monitoring program, testing 36 sites three times a year. MR WMA is working with the University of Iowa's Planning Students who are completing the phase II of our Watershed Management Plan.

<u>Recommendation</u>: Recommendation that the Council take appropriate action on the Maquoketa River Watershed Management Authority request for funding and adding amount for the five water sampling locations, if desired.

City of Monticello, Iowa

RESOLUTION #

Approving Maquoketa River Watershed Management Authority Investment and Agreement for FY '26 in the amount of \$6,060.00, plus five (5) water sampling locations

WHEREAS, The City of Monticello is a member of the Maquoketa River Watershed Management Authority (MR WMA), and

WHEREAS, The City Council finds that the MR WMA has requested a per capita assessment from all members to support the costs of administering the MR WMA during the creation of the Watershed Management Plan, a process that is underway. MR WMA is working on the stakeholder survey, which is open to all residents of Monticello, and

WHEREAS, MR WMA has requested \$1.50 per capital which is \$6,060, plus five (5) water sampling locations for \$270.00 each; as the City of Monticello FY '26 investment, which is the same amount requested in FY '25, and

WHEREAS, the Monticello City Council reviewed agreement with MR WMA to support the Maquoketa River Watershed Management Plan, implementation of conservation practices, and water monitoring program, and

WHEREAS, the Agreement with the above entity is subject to renewal annually, with the agreement for FY '26 being presented for approval in the amount of \$6,060.00, plus five (5) water sampling locations for \$270.00 each, and

WHEREAS, the Monticello City Council has considered the request made by MR WMA, and has determined it appropriate to invest in the MR WMA Program, and.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 7^h day of April, 2025 that the City of Monticello does hereby approve the agreement with MR WMA, previously mentioned herein, and does hereby authorize the Mayor to execute the same on behalf of the City Council.

IN TE	STIMONY WHERE	E OF , I have hereunto
subscri	bed my name and cau	ised the Great Seal
	•	wa to be affixed hereto
	his 7 th day of April, 20	
	, ,	
Wayne	Peach, Mayor	
•	•	

Attest:

Sally Hinrichsen, City Clerk/Treasurer

CITY OF MONTICELLO MAQUOKETA RIVER WATERSHED MANAGEMENT AUTHORITY SOCIAL SERVICES FUNDING AGREEMENT FOR NON-PROFIT ORGANIZATIONS

This Social Services Funding Agreement ("Agreement") is entered into by and between the Maquoketa River Watershed Management Authority (MR WMA) (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of Monticello, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

- A. The City of Monticello, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.
- B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of Monticello is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.
- C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of Monticello (the "Services"):

The Provider engages communities in efforts to promote and maintain a safe and healthy environment for youth and adults in Monticello and Jones County. The goal and objectives of our project include the ongoing work of the Maquoketa River WMA to implement the Watershed Management Plan completed in FY 23 and conduct meaningful outreach related to implementation of the plan. The plan will identify priority area where implementation of conservation practices will have maximum impacts. The MR WMA will also continue a water monitoring program with the testing of 45 sites across the watershed (5 in Jones County); delivery of educational events on watershed related issues in member communities and active support of conservation efforts within the watershed area. To accomplish this work, the MR WMA needs sustained efforts of a dedicated watershed coordinator and support from LB RC&D. The work of the Maquoketa River WMA will positively impact the water quality, water quantity and soil health in the watershed for generations to come, protecting public health and supporting municipal and agricultural economies across Eastern lowa.

D. The City finds that the Services offered by Provider serve an important public purpose for beautification and help to promote the health, safety and welfare of residents of Monticello.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

- 1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.
- 2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of \$6,060 (Six Thousand Sixty), plus five water sampling locations. In return, Provider agrees to provide the Services to residents of Monticello as part of its ongoing operations. Funds will be paid after expenditures have been made by the Provider. If the Provider can show a hardship from the payment being made after the expenses have been incurred, the City will consider a payment immediately prior to the expense being made, if proof of the expense is provided.
- 3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of Monticello, and to provide an annual accounting to the City showing that the funds were so applied. Annual accounting will include a summary of funds received and spent and receipts totally at least the total amount contributed by the City.
- 4. **Interpretation.** The language of all parts of this Agreement shall in all cases by construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.
- 5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.
- 6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

- 7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.
- 8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.
- 9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.
- 10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.
- 11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.
- 12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.
- 13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.
- 14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

MAQUOKETA RIVER WATERSHED MANAGEMENT AUTHORITY, Provider

Ву:	Eso Evi
Date (of Signature: 12/18/2024
City o	of Monticello, Iowa
By: _	
Бу. —	Wayne Peach, Mayor
Date o	of Signature:

City Council Meeting Prep. Date: 4/1/2025 Preparer: Sally Hinrichsen



Agenda Item: # 11 Agenda Date: 4/7/2025

Communication Page

<u>Agenda Items Description:</u> Resolution Approving Jones County Economic Development (JCED) Investment and agreement for FY '26

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session				
Attachments & Enclosures: Proposed Resolution Agreement	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue: Hotel/motel. \$15,000			

Synopsis: Request of annual appropriation for Jones County Economic Development.

Background Information: Iowa Auditor of State has provided guidance regarding the Iowa Constitution Article III, Section 31 and guidance for the City to give funds to private entities and the importance to identify and ensure the funds are serving a public purpose. No public money or property shall be appropriated for local, or private purpose, unless such appropriation, compensation, or claim, be allowed by two thirds of the members elected. It is a requirement that public funds be spent for the public benefit and/or purpose. Council should determine their finding of the "Public Purpose". An Agreement, with the private entity, setting out the facts and rationale for how the public will benefit from the transfer of public funds to the private entity. The agreement should be approved by resolution of the Council

The City of Monticello has been an investor or partner with Jones County Economic Development for many years. The amount requested \$15,000 is consistent with the City's investment since FY '23.

Economic Development is often difficult to measure. An active Economic Development partner can be a great asset and this has been the case with Jones County Economic Development under Derek Lumsden. Actual economic development is imperative to the health of our community, whether this \$15,000 investment will create economic development may be hard to ascertain, but if it generates one new business, building or Job we would see a return. Derek has been very helpful on many fronts, with Compadres building and Wastewater Treatment Plant grant and many other grant applications. He continues to work on Grant Opportunities and other opportunities.

Successes that have been due to the involvement of Jones County Economic Development in Monticello include the following: Complete restoration and rehabilitation of the Compadres building into a quality restaurant; Monticello being designated as an Iowa Main Street program; Site selection

and initial meetings with Hy-Vee Dollar Fresh; and the new Home for Iowa house located at 303 West Street lot.

Other successes in Jones County that have impacted Monticello through Jones County Economic Development include, but are not limited to: Eastern Iowa Fiber and Cascade Communications running more fiber lines to and through the City; Partnering with the City to develop a program to bring more funding to affordable housing options in Monticello; Collaborating with local and county entities for tourism; and operating the 24/7 Jones County Business Lab.

Recommendation: Recommendation that the Council take appropriate action on the Jones County Economic Development request for funding

The City of Monticello, Iowa

RESOLUTION #

Approving Jones County Economic Development (JCED) Investment and agreement for FY '26

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

WHEREAS, the City of Monticello has partnered with the Jones County for a number of years. The annual investment amount requested by JCED is \$15,000.00 in cash and \$4,000 in in-kind office and internet services, and

WHEREAS, the Council finds that the relationship by and between JCED and the City of Monticello is mutually beneficial and that the City should continue to invest in the JCED, and

WHEREAS, the Monticello City Council reviewed agreement with JCED to support the County Economic Development, and

WHEREAS, the Agreement with the above entity is subject to renewal annually, with the agreement for FY '26 being presented for approval in the amount of \$15,000.00 in cash and \$4,000 in in-kind office and internet services, and

WHEREAS, the Monticello City Council has considered the request made by JCED, and has determined it appropriate to invest in the JCED.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 7th day of April, 2025 that the City of Monticello does hereby approve the agreement with JCED, previously mentioned herein, and does hereby authorize the Mayor to execute the same on behalf of the City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 7th day of April, 2025.

Wayı	ne Peach, Mayor
Attest:	
Sally Hinrichsen, City Clerk/Treasurer	

CITY OF MONTICELLO AND JONES COUNTY ECONOMIC DEVELOPMENT (JCED) SOCIAL SERVICES FUNDING AGREEMENT FOR NON-PROFIT ORGANIZATIONS

This Social Services Funding Agreement ("Agreement") is entered into by and between the Jones County Economic Development Commission (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of Monticello, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

- A. The City of Monticello, lowa is committed to protecting and preserving the health, safety and welfare of its residents.
- B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of Monticello is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.
- C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of Monticello (the "Services"):

The JCED provides grant research, writing, and project management where necessary; continued Business Retention, Recruiting, and Expansion activities; childcare and housing research and solutions implementation (where feasible); and other areas of interest.

- D. The City finds that the Services offered by Provider serve an important public purpose for beautification and help to promote the health, safety and welfare of residents of Monticello.
- E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

- 1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.
- 2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of \$15,000 (Fifteen

Thousand) in cash and \$4,000 in in-kind office and internet services. In return, Provider agrees to provide the Services to residents of Monticello as part of its ongoing operations. Funds will be paid after expenditures have been made by the Provider. If the Provider can show a hardship from the payment being made after the expenses have been incurred, the City will consider a payment immediately prior to the expense being made, if proof of the expense is provided.

- 3. Accounting. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of Monticello, and to provide an annual accounting to the City showing that the funds were so, applied. Annual accounting will include a summary of funds received and spent and receipts totally at least the total amount contributed by the City.
- 4. Interpretation. The language of all parts of this Agreement shall in all cases by construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.
- 5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.
- 6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.
- 7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.
- 8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.
- 9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.
- 10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any

section of this Agreement.

- 11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.
- 12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.
- 13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.
- 14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

JONES COUNTY ECONOMIC DEVELOPMENT, Provider

Ву:
Date of Signature: 12/26/24
City of Monticello, Iowa
Ву:
Wayne Peach, Mayor
Date of Signature:

City Council Meeting Prep. Date 4/1/2025 Preparer: Sally Hinrichsen



Agenda Item: #12 Agenda Date: 4/7/2025

Communication Page

<u>Agenda Items Description:</u> Resolution Approving Monticello Firefighters of Iowa Organization Inc., planning of the Independence Day Fireworks festivities to be held on July 4, 2025 and authorizes payment in the amount of \$2,600.00 towards the fireworks

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session					
Attachments & Enclosures: Proposed Resolution	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue: Admin County Contrib. \$2,600.00				

Synopsis: Monticello Firefighters of Iowa Organization Inc. plan to sponsor the 4th of July festivities on Monday, July 4, 2025 and seek City investment.

Background Information: Iowa Auditor of State has provided guidance regarding the Iowa Constitution Article III, Section 31 and guidance for the City to give funds to private entities and the importance to identify and ensure the funds are serving a public purpose. No public money or property shall be appropriated for local, or private purpose, unless such appropriation, compensation, or claim, be allowed by two thirds of the members elected. It is a requirement that public funds be spent for the public benefit and/or purpose. Council should determine their finding of the "Public Purpose". An Agreement, with the private entity, setting out the facts and rationale for how the public will benefit from the transfer of public funds to the private entity. The agreement should be approved by resolution of the Council

Monticello Firefighters of Iowa Organization Inc. will be planning and managing the 4th of July fireworks event.

The City has invested \$2,600.00 towards the fireworks the last number of years and the Firefighters are requesting the same contribution to be paid directly to the fireworks vendor.

Recommendation: A motion to approve is recommended.

CITY OF MONTICELLO, IOWA

RESOLUTION #

Approving Monticello Firefighters of Iowa Organization Inc., planning of the Independence Day Fireworks festivities to be held on July 4, 2025 and authorizes payment in the amount of \$2,600.00 towards the fireworks

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

WHEREAS, The Council has been advised that the Monticello Firefighters of Iowa Organization Inc., will be heading up this year's Independence Day fireworks festivities, and

WHEREAS, the Monticello City Council supports the Monticello Firefighters of Iowa Organization Inc., in the planning of the Independence Day fireworks festivities, and

WHEREAS, the Monticello City Council further supports the Independence Day fireworks event and authorizes payment in the amount of \$2,600.00 towards the fireworks, and

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 7th day of April, 2025 that the City of Monticello does hereby authorize payment in the amount of \$2,600.00 towards the fireworks and supports the Monticello Firefighters of Iowa Organization Inc., in the planning of the Independence Day fireworks festivities.

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

City Council Meeting Prep. Date: 4/1/2025 Preparer: Sally Hinrichsen



Agenda Item: # 13 Agenda Date: 4/7/2025

Communication Page

<u>Agenda Items Description:</u> Resolution Approving Jones County JETS Transportation System investment and agreement for FY '26 in the amount of \$1,500.00

<u>Type of Action Requested</u> : Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session					
Attachments & Enclosures: Proposed Resolution Agreement	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue: Admin County Contrib. \$1,500				

Synopsis: Jones County JETS Transportation System request City financial support for FY 2026.

Background Information: Iowa Auditor of State has provided guidance regarding the Iowa Constitution Article III, Section 31 and guidance for the City to give funds to private entities and the importance to identify and ensure the funds are serving a public purpose. No public money or property shall be appropriated for local, or private purpose, unless such appropriation, compensation, or claim, be allowed by two thirds of the members elected. It is a requirement that public funds be spent for the public benefit and/or purpose. Council should determine their finding of the "Public Purpose". An Agreement, with the private entity, setting out the facts and rationale for how the public will benefit from the transfer of public funds to the private entity. The agreement should be approved by resolution of the Council

The City has regularly supported the JETS program and the JETS program serves many Monticello residents. The amount requested \$1,500 is consistent with the City's investment since FY '10.

Staff believes JETS to be a worthwhile and necessary service for Monticello. We did not pursue information related to the contributions of other Jones County municipalities; it is clearly a service used regularly by Monticello residents.

Recommendation: Recommendation that the Council take appropriate action on the Jones County JETS request for funding.

City of Monticello, Iowa

RESOLUTION #

Approving Jones County JETS Transportation System investment and agreement for FY '26 in the amount of \$1,500.00

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

WHEREAS, Jones County JETS Transportation System has requested an investment in their system from the City of Monticello, and

WHEREAS, the Monticello City Council reviewed agreement with Jones County JETS Transportation System to support the JETS Transportation System, and

WHEREAS, the Agreement with the above entity is subject to renewal annually, with the agreement for FY '26 being presented for approval in the amount of \$1,500.00, and

WHEREAS, The Monticello City Council has considered the request made by Jones County JETS Transportation System, and has determined it appropriate to invest in Jones County JETS Transportation System, and

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 7th day of April, 2025 that the City of Monticello does hereby approve the agreement with Jones County JETS Transportation System, previously mentioned herein, and does hereby authorize the Mayor to execute the same on behalf of the City Council.

Attest:

Sally Hinrichsen, City Clerk/Treasurer

IN TESTIMONY WHEREOF, I have hereunto

CITY OF MONTICELLO AND JONES COUNTY JETS SOCIAL SERVICES FUNDING AGREEMENT FOR NON-PROFIT ORGANIZATIONS

This Social Services Funding Agreement ("Agreement") is entered into by and between the Jones County jets (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of Monticello, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

- A. The City of Monticello, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.
- B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of Monticello is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.
- C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of Monticello (the "Services"):

JETS provides transportation for the public to work, doctor appointments, shopping, etc. The system is especially committed to transporting the elderly, those in wheelchairs, and those with physical or mental disabilities. However, the service is open to all residents in Jones County.

- D. The City finds that the Services offered by Provider serve an important public purpose to help promote the health, safety and welfare of residents of Monticello.
- E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

- 1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.
- 2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of \$1,500 (One Thousand Five Hundred). In return, Provider agrees to provide the Services to residents of Monticello as part of its ongoing operations. Funds will be paid after expenditures have been

made by the Provider. If the Provider can show a hardship from the payment being made after the expenses have been incurred, the City will consider a payment immediately prior to the expense being made, if proof of the expense is provided.

- 3. Accounting. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of Monticello, and to provide an annual accounting to the City showing that the funds were so applied. Annual accounting will include a summary of funds received and spent and receipts totally at least the total amount contributed by the City.
- 4. **Interpretation.** The language of all parts of this Agreement shall in all cases by construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.
- 5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.
- 6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.
- 7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.
- 8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.
- 9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.
- 10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

- 11. Scope of Promises, Representations, and Inducements. Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.
- 12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.
- 13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.
- 14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

JONES COUNTY JETS, Provider
By: Jamie L. Ginter Date of Signature: 12-30-24
City of Monticello, Iowa
By: Wayne Peach, Mayor
Date of Signature:

City Council Meeting Prep. Date: 4/1/2025 Preparer: Sally Hinrichsen



Agenda Item: # 14 Agenda Date: 4/7/2025

Communication Page

Agenda Items Description: Resolution Approving Jones County Senior Dining Funding Investment and agreement for FY '26 in the amount of \$4,838.00

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session					
Attachments & Enclosures: Proposed Resolution Agreement	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue: Admin contribution \$4,838.00				

Synopsis: Request of Senior Dining program for annual appropriation.

Background Information: Iowa Auditor of State has provided guidance regarding the Iowa Constitution Article III, Section 31 and guidance for the City to give funds to private entities and the importance to identify and ensure the funds are serving a public purpose. No public money or property shall be appropriated for local, or private purpose, unless such appropriation, compensation, or claim, be allowed by two thirds of the members elected. It is a requirement that public funds be spent for the public benefit and/or purpose. Council should determine their finding of the "Public Purpose". An Agreement, with the private entity, setting out the facts and rationale for how the public will benefit from the transfer of public funds to the private entity. The agreement should be approved by resolution of the Council

The City of Monticello has been appropriating funds to senior dining for a number of years. The requested investment is based on the number of meals served in Monticello last year and is based on a percentage of what the Senior Dining Program need to provide services the seniors,

Paid \$4,745 in FY '25; \$4,329 in FY '24; \$3,600 in FY '23; \$3,200 in FY '22; \$5,025 in FY '21; and \$3,700 in FY '20

<u>Recommendation</u>: Recommendation that the Council take appropriate action on the Jones County Senior Dining request for funding.

City of Monticello, Iowa

RESOLUTION #

Approving Jones County Senior Dining Investment and agreement for FY '26 in the amount of \$4,838.00

WHEREAS, Monticello has historically supported the Senior Dining program in Monticello, typically being based upon a per meal rate or a % of program use, and

WHEREAS, Jones County Senior Dining has requested \$4,838.00 as the City of Monticello FY '26 investment is based on the number of meals served in Monticello last fiscal year and is based on a percentage of what the Senior Dining Program needs to provide services for the seniors, up from \$4,75.00 in FY '25, \$4,329 in FY '24, and \$3,600 in FY '23, and

WHEREAS, the Monticello City Council reviewed agreement with Jones County Senior Dining to support the County Senior Dining Program, and

WHEREAS, the Agreement with the above entity is subject to renewal annually, with the agreement for FY '26 being presented for approval in the amount of \$4,838.00, and

WHEREAS, the Monticello City Council has considered the request made by Jones County Senior Dining, and has determined it appropriate to invest in the Senior Dining Program, and.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 7th day of April, 2025 that the City of Monticello does hereby approve the agreement with Jones County Senior Dining, previously mentioned herein, and does hereby authorize the Mayor to execute the same on behalf of the City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 7th day of April, 2025.

	Wayne Peach, Mayor	
Attest:		
Sally Hinrichsen, City Clerk/Trea	asurer	

CITY OF MONTICELLO AND JONES COUNTY SENIOR DINING SOCIAL SERVICES FUNDING AGREEMENT FOR NON-PROFIT ORGANIZATIONS

This Social Services Funding Agreement ("Agreement") is entered into by and between the Jones County Senior Dining (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of Monticello, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

- A. The City of Monticello, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.
- B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of Monticello is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.
- C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of Monticello (the "Services"):

The Provider provides meals for Seniors in Monticello and the rest of Jones County. They provide dining rooms in Monticello, Anamosa and Wyoming. The operation of the Jones County Senior Center benefits seniors throughout the County. Seniors receive nutritious noon meals in addition to the opportunity for socialization and education. Frail homebound seniors in the county receive nutritious meals delivered to their homes and are monitored on a regular basis. The goal is that every senior in Jones County has a safe and healthy meal so that they can thrive.

- D. The City finds that the Services offered by Provider serve an important public purpose for providing Seniors with nutritious noon meals in addition to the opportunity for socialization and education, while promoting the health, safety and welfare of senior residents of Monticello.
- E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

- 2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of \$4,838 (Four Thousand, Eight Hundred and Thirty-Eight Dollars). In return, Provider agrees to provide the Services to residents of Monticello as part of its ongoing operations. Funds will be paid after expenditures have been made by the Provider. If the Provider can show a hardship from the payment being made after the expenses have been incurred, the City will consider a payment immediately prior to the expense being made, if proof of the expense is provided. If the provider fails to serve 5,000 meals in Monticello, they agree to pay the City back \$.50 for each meal under 5,000 meals served, not to exceed the \$3,000.
- 3. Accounting. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of Monticello, and to provide an annual accounting to the City showing that the funds were so applied. Annual accounting will include a summary of funds received and spent and receipts totally at least the total amount contributed by the City.
- 4. **Interpretation.** The language of all parts of this Agreement shall in all cases by construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.
- 5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.
- 6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.
- 7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.
- 8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.
- 9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to

any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

- 10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.
- 11. Scope of Promises, Representations, and Inducements. Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.
- 12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.
- 13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.
- 14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

JONES COUNTY SENIOR DINING, Provider

Date of Signature: 12/30/24

City of Monticello, Iowa

By: ______ Wayne Peach, Mayor

Date of Signature:

City Council Meeting Prep. Date: 4/1/2025 Preparer: Sally Hinrichsen



Agenda Item: # 15 Agenda Date: 4/7/2025

Communication Page

Agenda Items Description: Resolution Approving Jones County Tourism Investment and Agreement for FY '26 in the amount of \$1,212.00, plus 4% of Hotel/Motel taxes received by the City of Monticello in FY '24

<u>Type of Action Requested</u> : Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session					
Attachments & Enclosures: Proposed Resolution Agreement	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue: Hotel/motel contribution \$1,212.00 plus 4%of hotel				

Synopsis: Tourism requests continued investment from the City.

Background Information: Iowa Auditor of State has provided guidance regarding the Iowa Constitution Article III, Section 31 and guidance for the City to give funds to private entities and the importance to identify and ensure the funds are serving a public purpose. No public money or property shall be appropriated for local, or private purpose, unless such appropriation, compensation, or claim, be allowed by two thirds of the members elected. It is a requirement that public funds be spent for the public benefit and/or purpose. Council should determine their finding of the "Public Purpose". An Agreement, with the private entity, setting out the facts and rationale for how the public will benefit from the transfer of public funds to the private entity. The agreement should be approved by resolution of the Council

The City of Monticello has been a fairly consistent member of Jones County tourism donating \$1,139 per year since at least FY '13 (\$.30 per capita) The Tourism Board has requested a continuation of the \$.30 per capita investment plus 4% of the City Hotel/Motel tax receipts. With the new census count the amount raised to \$1,212.00, for FY '24. The investment request for FY '26, the continuation of the \$.30 per capita investment would be \$1,212 and the Hotel/Motel taxes collected by the City in FY 2024 was \$44,320.88 at 4% equals \$1,772.84; for a total of \$2,984.84 This investment would be paid from the General fund this year, like FY '25.

When Jones County Tourism request was received prior to the FY '24 request, the Council did not award any portion of the Hotel/Motel Tax, instead suggesting that requests for Hotel/Motel tax support should be supported by specific projects/efforts, not just in the General Fund.

Staff Recommendation: Recommendation that the Council take appropriate action on the Jones County Tourism request for funding and adding amount of Hotel/Motel Tax, if desired.

CITY OF MONTICELLO AND JONES TOURISM SOCIAL SERVICES FUNDING AGREEMENT FOR NON-PROFIT ORGANIZATIONS

This Social Services Funding Agreement ("Agreement") is entered into by and between the Jones County Tourism (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of Monticello, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

- A. The City of Monticello, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.
- B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of Monticello is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.
- C. Provider is a not-for-profit 501c6 organization which offers the following services benefiting residents of Monticello (the "Services"): Highlighting the Communities resources, parks, historical landmarks, Selective Marketing based off Reports from Travel Iowa and the state of Iowa, working with local businesses, customized travel itinerary with Monticello attractions and retailers, Influencer Recommendations and media posts to represent Monticello, organizations and locals within Monticello to Grow and Promote Monticello based off Current Trends/Reports on Social Media Platforms, Reaching a Different Demographic of people while also reaching those in Jones County and letting them know what Monticello offers and has, in hopes that locals stay local instead of traveling, utilizing services, resources or shopping elsewhere.

The Provider engages communities in efforts to promote and market Monticello as a tourist destination, with Monticello's historic district, the Maquoketa River for canoeing and kayaking, many special events and wonderful array of specialty shops in Jones County. The goal is that Provider shall attract visitors to the Community for the betterment of the residents of Monticello.

- D. The City finds that the Services offered by Provider serve an important public purpose for promoting and marketing Monticello to visitors to spend time in the community for the betterment of residents of Monticello.
- E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

- 1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.
- 2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of \$1,212.00 for FY 2025, same representing a \$.30 cent per capita investment, plus 4% of the Monticello Hotel/Motel Taxes collected in FY 2024, which is \$1,772.84. In return, Provider agrees to provide the Services to residents of Monticello as part of its ongoing operations. Funds will be paid after expenditures have been made by the Provider. If the Provider can show a hardship from the payment being made after the expenses have been incurred, the City will consider a payment immediately prior to the expense being made, if proof of the expense is provided.
- 3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of Monticello, and to provide an annual accounting to the City showing that the funds were so applied. Annual accounting will include a summary of funds received and spent and receipts totally at least the total amount contributed by the City.
- 4. **Interpretation.** The language of all parts of this Agreement shall in all cases by construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.
- 5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.
- 6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.
- 7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.
- 8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any destring or statute calling for ambiguities to be construed against the drafter of the

any doctrine or statute calling for ambiguities to be construed against the drafter of the

document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the

convenience of reference only and in no way define, limit, or affect the scope or substance of any

section of this Agreement.

11. Scope of Promises, Representations, and Inducements. Parties acknowledge,

warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the

execution of any provision of this Agreement.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the

benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified,

waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The

failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that

party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for

the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding

Agreement effective on the last date set forth below.

JONES COUNTY TOURISM, Provider

By: Kaileen Weaver

Date of Signature: 12/17/2024

3

By:		
, <u>-</u>	Wayne Peach, Mayor	

Date of Signature:

City of Monticello, Iowa

City Council Meeting Prep. Date: 04/1/2025 Preparer: Sally Hinrichsen



Agenda Item: # 16 Agenda Date: 4/7/2025

Communication Page

Agenda Items Description: Resolution Approving Funding Agreement with the Monticello Area Chamber of Commerce

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

Synopsis: At the March 24, 2025 City Council meeting, the MACC requested funding to in the amount of \$10,000, for updating their signage along Hwy 151 on both the north and south ends of Monticello and to promote tourism in Monticello.

The agreement outlines the public purpose of the funding and the uses to which it will be dedicated. It also requires at least one report be provided by the Chamber on the use of the funding and the results of their activities. The agreement follows the format and requirements of all of the other funding agreements the City has approved.

Background: The Chamber is a membership-driven organization that supports the business community. The Chamber operates on a minimal budget of just over \$50,000 per year, with dues generating about \$35,000 per year. The remaining budget is offset by sponsorships, special events and fundraising. The Chamber currently has over 150 businesses and local not-for-profits as members.

The Mission of MACC is:

To provide the leadership to promote Monticello and the surrounding area MACC members. MACC will serve as a catalyst for the development of business and industry in the area and shall gather and disseminate information to its members and other interested parties.

Recommendation: Recommendation that the Council take appropriate action on the Monticello Area Chamber of Commerce request for funding

The City of Monticello, Iowa

RESOLUTION #

Approving Monticello Area Chamber of Commerce Investment and agreement for FY '26 in the amount of \$10,000.00

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

WHEREAS, The City of Monticello has received a request for Monticello Area Chamber of Commerce to provide funding in the amount of \$10,000.00 to update their signage along Hwy 151 on both the north and south ends of Monticello and to promote tourism in Monticello, and

WHEREAS, the Monticello City Council reviewed agreement with Monticello Area Chamber of Commerce to update their signage along Hwy 151 on both the north and south ends of Monticello and to promote tourism in Monticello, and

WHEREAS, the Agreement with the above entity is subject to renewal annually, with the agreement for FY '26 being presented for approval in the amount of \$10,000.00, and

WHEREAS, the Monticello City Council has considered the request made by Monticello Area Chamber of Commerce, and has determined it appropriate to invest in the Monticello Area Chamber of Commerce.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 7th day of April, 2025 that the City of Monticello does hereby approve the agreement with Jones County Safe & Healthy Youth Coalition, previously mentioned herein, and does hereby authorize the Mayor to execute the Monticello Area Chamber of Commerce same on behalf of the City Council.

	of the City of Monticello, Iowa to be affixed hereto. Done this 7 th day of April 2025.
Attest:	Wayne Peach, Mayor
Sally Hinrichsen, City Clerk/Treas	surer

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

AGREEMENT

This Agreement ("Agreement") is made as of the date of last signature below between the CITY OF MONTICELLO, IOWA ("CITY"), an Iowa Municipal Corporation, and MONTICELLO AREA CHAMBER OF COMMERCE ("ORGANIZATION"), an Iowa Non-Profit Corporation.

RECITALS

WHEREAS, the Organization has made a request of the City for funding; and

WHEREAS, the City, when expending City funds, must consider and find that the use of said funds for the requested purpose has a beneficial public purpose; and

WHEREAS, the Organization is a domestic non-profit corporation pursuant to applicable laws of the State of Iowa and a 501(c)(6) organization pursuant to applicable regulations of the Internal Revenue Service; and

WHEREAS, any agreement by the City to support the Organization must be reduced to writing, approved by Resolution of the Council, and recorded in the City Council minutes with the minutes and the Resolution clearly setting forth the public purpose of the expenditure; and

WHEREAS, the ORGANIZATION proposes to use the requested funds for the following public purpose(s) / qualifying expenses: (Consider and describe services provided directly to the City and/or services/benefits to the "Public" in general.)

The Monticello Area Chamber of Commerce is requesting city funding to be used for the following two initiatives 1) to grow Monticello's regional tourism focus and 2) to be allocated towards updating signage at key entry points to Monticello: the North end of town by the yard waste management site, and the South end of town by the Amber Road Exit.

WHEREAS, the City Council hereby finds that the ORGANIZATION will use the funds requested for a valid public purpose as set forth above and should, therefore, be approved in the amount of \$10,000.00.

AGREEMENT

NOW THEREFORE, in consideration of identified Public Purpose(s) set forth above to be provided and/or performed by the ORGANIZATION and other good and valuable consideration, the CITY and the ORGANIZATION do hereby agree as follows:

- 1. **FINANCIAL CONTRIBUTION.** The CITY agrees to invest \$10,000.00 in the ORGANIZATION to be used by the ORGANIZATION for the public purposes identified above.
 - 2. MANNER OF PAYMENT. The CITY'S investment to the ORGANIZATION

shall be paid as follows for the proposed qualifying expenses: Payment will be made no later than July 31, 2026. The City shall determine the source of the money but in general it intends to appropriate the funding from the General Fund and the Hotel/Motel fund, upon Council approval of this agreement.

- 3. **PROOF OF QUALIFYING EXPENSES.** At least once during the term of this Agreement, ORGANIZATION agrees to submit to the CITY one or more reports, summarizing the activities and functions undertaken and detailing the qualifying expenses to the CITY; said report(s) to provide sufficient detail for the City Council to find that the public purpose is being met by said qualifying expenses.
- 4. **REPAYMENT of INVESTMENT.** The ORGANIZATION agrees to repay to the CITY any and all investment made by the CITY to the ORGANIZATION in the event the ORGANIZATION does not satisfy the obligations of this agreement within one (1) year of the date of this agreement. In such event, the ORGANIZATION shall remit payment to the CITY within sixty (60) days of receiving the CITY'S written demand for repayment.
- 5. **GENERAL PROVISIONS.** In the performance of this Agreement time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the ORGANIZATION. This Agreement contains the entire agreement of the parties and shall not be amended, except by a written instrument duly signed by the CITY and ORGANIZATION. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.
- 6. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery, email, or mailed by certified mail, addressed to the parties at the addresses given below.
- 7. **APPROVAL.** This Agreement is expressly contingent upon approval hereof by the City Council.
- 8. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means, such as .pdf or a similar format. ORGANIZATION and CITY agree delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.
- 9. **EXECUTION.** When and if executed by both ORGANIZATION and CITY, this Agreement shall become a binding contract.

CITY OF MONTICELLO, IOWA, **ORGANIZATION** an Iowa Non-Profit Corporation an Iowa Municipal Corporation Dated this ____ day of _____ 2025. Dated this ____ day of _____ 2025. By:_____ Wayne Peach, Mayor (Print Name), (Print Title) Attest: Sally Hinrichsen, City Clerk Address: Address: Monticello City Hall Monticello Area Chamber of Commerce, Inc 200 East First Street 204 East First Street Monticello, IA 52310 Monticello, IA 52310 Telephone: (319) 465-5626 Telephone: (319) 465-3577

City Council Meeting Prep. Date: 4/1/2025 Preparer: Sally Hinrichsen



Agenda Item: # 17 Agenda Date: 4/7/2025

Communication Page

<u>Agenda Items Description:</u> Resolution Appropriating funds necessary to meet the City's Obligation to Monticello Main Street Iowa Program Agreement

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

Synopsis: Monticello Main Street representatives were present at the March 24th City Council meeting to made a presentation on their progress with the new Main Street program. Additionally, they are asking for appropriation for their third year of funding.

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

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

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

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

The Council also is to appoint a person to serve on the Monticello Main Street Board. That appointee is currently Jacob Oswald. The FY22/23 for the initial year agreement, and FY 23/24 and FY 24/25

funding was appropriated and paid. Monticello Main Street is now asking the Council to appropriate their funding for FY 25/26 for inclusion in the coming budget year, which is the final payment of the three year agreement.

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

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

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

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

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

Recommendation: Approval is recommended.

City of Monticello, Iowa

RESOLUTION #

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

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

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

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

WHEREAS, The Council finds that funds should be appropriated for FY '26 in the amount of \$40,000 cash according to the terms of the Main Street Iowa Program Agreement for third and final year pledge, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the third year's pledge payment for FY '26 to Monticello Main Street Iowa, in the amount of \$40,000.00

of

	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 7 th day of April, 2025.
	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City Clerk/Treasu	urer

City Council Meeting Prep. Date: 3-25-2025 Preparer: Jim Tjaden



Agenda Item: #18 Agenda Date: 4-7-2025

Communication Page

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

Synopsis: Purchasing Camera System with Trailer

Background Information:

As discussed in the work session for the budget, I went out for quotes from two suppliers. The two quotes are from Armor Equipment and Macqueen Equipment. Armor not only came in with a more favorable bid, but also supply all camera needs for big companies like Roto Rooter. The build and delivery of the camera and trailer will be up to 12 weeks, which will bring us into the next fiscal year for payment.

Staff Recommendation: I recommend purchasing Armor camera and trailer for \$143,062.00

City of Monticello, Iowa

RESOLUTION #

Approving Purchase of a Sewer Camera System with Trailer

WHEREAS, The City of Monticello Sewer Department requested quotes for a Camera System, as previously discussed with City Council, and

WHEREAS, The Sewer Department staff proposed to purchase a camera system for sewer mains, and

WHEREAS, The proposed camera system and trailer will cost \$143,062.00, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the purchase of the camera system and trailer for the Sewer Department in the amount of \$143,062.00.

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

	be affixed hereto. Done this 7 th day of April, 2025.	
	Wayne Peach, Mayor	
Attest:		
Sally Hinrichs	en, City Clerk/Treasurer	





DISTRIBUTOR OF MUNICIPAL & CONTRACTOR EQUIPMENT

March 17th, 2025

Jim Tjaden Sewer Superintendent City of Monticello





Jim,

Per your request, a <u>PURCHASE PROPOSAL</u> has been generated based on the equipment list below and the Sourcewell Contract Bid: #120721-EVS for an Envirosight Rovver X HD Camera System working with built-in existing WinCan Software mounted in a new 7x14' Trailer Build-out.

Envirosight Rovver X HD, Six Wheel Drive, Mainline System: Pricing includes the city-required enhancements listed below:

<u>Spec #</u> 1.0	Description Rovver X Truck Incl. 6 Wheel Steerable Standard Equipment -Integrated Rear Camera w/Light -VC500 Portable Desktop Controller w/Wincan Reporting Software installed -Fully Automatic Cable Reel with (1000ft) of Cable -Wireless Remote Controller -Reel Mounting Frame -Emergency Stop Cable -3 Sets of (Tool-less) Quick-Change Rubber Wheels -RCX 90 Pan, Tilt, Zoom Camera (Tool-less Remova -Pressurization Kit and Wincan Entry License		Price 95,906.78	<u>Subtotal</u> \$95,906.78
1.1	Cable Retermination Kit	1	1,524.75	\$1,524.75
1.2	Medium 8" Aggressive Carbide Wheel	4	680.55	\$2,722.20
1.3	Small 6" Aggressive Carbide Wheel	6	523.50	\$3,141.00
1.4	Manhole Roller	1	487.00	\$487.00
1.5	Tyger Tail	1	91.00	\$91.00
1.6	330' VSU Self-Leveling Push Camera System	1	13,722.00	\$13,722.00
COMBINED TOTAL- Pr	icing Summary	Oty		Subtotal
Combined Price- Envirosion	aht Camera System and Related Equipment	1		\$117,594.73

7x14' Trailer Buildout: Pricing includes the city-required enhancements listed below:

Spec #	<u>Description</u>	Qty	Price	<u>Subtotal</u>
1.7	14' Trailer Build Out	1	69,630.25	\$69,630.25
1.8	Honda 7000 Generator	1	STD	STD
1.9	Backup Camera	1	STD	STD
2.0	Washdown System	1	STD	STD
2.1	Roof Mounted AC/Heat w/Digital Thermostat	1	STD	STD
2.2	Tool Package	1	STD	STD
2.3	Rear Doggie Door for Cable	1	1,158.00	\$1,158.00
2.4	Cable Reel Slide Out & Swivel	1	1,972.00	\$1,972.00
2.5	Freight In Surcharge (System to Build Center)	1	1,250.00	\$1,250.00
COMBINED TOTAL-	Pricing Summary	Oty		Subtotal
Combined Price- 14' Tr	ailer Build Out	1		\$74.010.25





\$195,704.98

COMBINED TOTAL- Includes Sourcewell Contract Discount (5%)	Oty	Subtotal
Envirosight Rovver X HD Camera System & Related Equipment	1	\$117,594.73
7x14' Trailer Buildout	1	\$74,010.25
Total Sourcewell Price		\$191,604.98

Non-Contract Items: Provided by MacQueen, listed below:

Spec #	Description	Oty	Price	Subtotal
2.6	Pre-Delivery Inspection	1	1,050.00	\$1,050.00
2.7	1 Day of Operator Training	1	600	\$600.00
2.8	Delivery from Build Center to MacQueen	1	2,450.00	\$2,450.00

COMBINED SOURCEWELL CONTRACT BID PRICE: 1

Pricing Includes: Installation of the New System in a New 7x14' Trailer Built Out Per Specifications. MacQueen will deliver the completed unit to the Customer's Location.

Training: 1 Day of Operator/Maintenance Training on the Royver X Hardware.

Leadtime: Estimated 3-4 Months After Receipt of Order. Subject to Factory Availability and order timing. **Terms of Sale:** The invoice is due 30 Days after Delivery. Proposed prices are based on current costs and are therefore subject to change with written notice to account for changes beyond the seller's control. **Warranty:** 1-year Parts/Labor Envirosight warranty.

If you have questions about any of this, please call.

Thank you.

Feremy Van Buren

Territory Manager MacQueen Equipment 815-440-1618

Add Options for Automatic Camera Elevators (Raise and lower the camera head from the controller)

-Integrated lift(Built into the Crawler): \$11,500.00

-Bolt-on lift (Can be removed or attached when desired): \$16,500.00



QUOTING

FOB

Delivery Date

14 Week ETA

Other

Date 12/26/24

Fax

City of Monticello Address 200 E 1st St

Name

City, State, ZIP Monticello, IA 52310 Contact Jim Tjaden Telephone 319-480-6335

onticello, L	A 52310		
Quantity	Description	Each	Total
	IBAK Mainline Inspection System in Eco-Trailer		
1	901601040 Pressure Test Set V4019001 ORION Zoom PAN & TILT CAMERA	\$490.00	\$490.00
1	* Pan, Tilt and Zoom (3x digital) camera for 4" and up pipelines * May be used on tractor or pushrod * Auto-focus, Auto-uprighting, LED Lighting and 33 kHz Transmitter for locate * New wide angle of view = 90° * Laser diameter, deformation, defect and object measurement (software required - not included)	\$20,594.00	\$20,594.00
1	V9052012 T66.1 Camera Tractor * For camera operation in pipelines 4" and larger * Zero turn radius, full steering with ATC (Automatic Tilt Compensation) * Incl. test adapter, tool set and lowering claw. * Includes 4", 6" and 8" Rubber wheelsets	\$14,047.00	\$14,047.00
1	905235001 Camera Connection TYPE 2.1 for T66.1 HD with Cameras	\$1,668.00	\$1,668.00
1	V1974018 BS3.5-10X Vehicle Mounted Control - For operation of all camera and the tractor functions - For permanent installation in a vehicle in 19" technology - Separate keyboard surround with 2 joysticks, emergency stop, microphone for intercom - Includes V0000189 on/off switch - Requires control monitor panel and monitor mount Requires PC for operation - Controller for use with KW305.	\$22,270.00	\$22,270.00
1	V8026004 KW305.2 S Synchronized Power Cable Reel * For operation of BS3.5-10X * Synchronized cable payout and retraction * Automatic level wind * Requires vehicle installation * Includes remote control pendant and LED Boom Light * Distance counter and rear display * Holds up to 1000' of mainline cable * Includes integrated tractor lowering winch and control	\$31,873.00	\$31,873.00
1	80017040 CAMERA CABLE TYPE 524/11 - 1000 FEET * Terminated with connector for KW305 Reel Only * High strength, 2000lb. pull, Kevlar reinforced * Diameter of cable approx. 7.3 mm	\$6,507.00	\$6,507.00

1	904350020 Cable Deflection Pulley KUV 2.7 with rope and holder (50ft of rope)	\$700.00	\$700.00
1	800500841 Foot switch for winch (KW505, KW310 and KW305 drums)	\$1,000.00	\$1,000.00
1 1 1	905211031 Additional Weight Kit for T66 (Heavy and Light) 905216791 Tungsten Carbide Wheels for T66/PANO 150 in 8" and up 905215991 Tungsten Carbide Wheels for T66 / PANO 150 in 6" and up	\$723.00 \$1,534.00 \$1,345.00	\$723.00 \$1,534.00 \$1,345.00
1	VZ000763 RAPIDVIEW ECOTRAILER Dimensions — 6'(wide) X 12'(long) x 7'(tall) GVRW — 2990 lbs Single Leaf Spring Axle Stone Guard DOT Approved LED Clearance & Tail Lights FRP sidewalls Galvanized Roof Side Door With Locking Latch Rear Full Open Swing Doors POWER: 3500w Digital Hybrid Generator Tongue Mounted Shore Power Plug With Connection Cable & Adapter Automatic Power Transfer Switch 12v Deep Cycle Battery With Battery Box 12v Fuse Panel 12v Roof Mounted Safety Strobe Light OFFICE AREA: Heavy Duty Coin Vinyl Flooring Heavy Duty Carpeted Walls Laminated Desk With PVC Edging 19" Rack Mount Space 17U 2 LED Ceiling Light Fixtures With Wall Switch High Efficiency Roof A/C Sliding Rear Viewing Window WORK AREA: Heavy Duty Coin Vinyl Flooring 3/8" FRP Side Walls & Ceiling 2 LED Ceiling Light Fixtures With Wall Switch 6 Drawer Tool Chest 14 Gallon Fresh Water Wash Down Tank With Pump	\$19,429.00	\$19,429.00
1	VZ000712 Wall Mounted Electric Heater - Installed under desk or in work area	\$852.00	\$852.00

1	Fiberglass Poles and Bracket	\$800.00	\$800.00
3	17" Encased Monitor w/ Mounts	\$720.00	\$2,160.00
1	VZ000306 KW Reel cabinet, (W-22", L-39" & H-34"), with a slide out tray for the LISY Synchro drum and one locking drawer with a divider. All aluminum drawer construction.	\$1,969.00	\$1,969.00
1	V0001017 19" Industrial PC These specifications or greater: * Ruggedized Rack Mount Cabinet * Intel Quad Core Processor * 16 GB RAM * 256 GB Solid State Drive for Applications / OS * 2 TB Hard Drive for Data * DVD-R/CD-RW drive * Keyboard and Optical Mouse * Operating system Windows 10 Professional	\$5,958.00	\$5,958.00
1	VSP00011 IKAS MINI Basic database application that will allow you to capture video and images, and produce a report with simple defect identification. Data and videos can be exported for the customer to view the information. Basic sewer data projects – basic module type Managed sewer objects: sections, manholes and laterals Standardcompliant sewer data acquisition Operation with taskrelated menus and dialogues Assistant for condition data acquisition Management of inspection projects with customer, project and job data Management of sewer objects with master and condition data, photo and video data Import and attribution of digital photos to condition data Digital single image capture from linked videos Data transfer assistant Licensefree sewer MPEG player for data transfer (without an MPEG decoder) Digital MPEG recording with: MPEG Mobile Encoder internal (with IBAK system configuration) Configurable video overlay of master and condition data Condition data acquisition synchronized with video recording Simple acquisition section as lateral without reference data Single monitor display with: Live video display Switchover between the video picture and the IKAS dialogs	\$2,000.00	\$2,000.00
1	Ongoing updates and support by phone or online via TeamViewer First 6 months included with initial purchase The service contract will automatically renew on January 1st of each subsequent calendar year. Paid yearly upon renewal Customer outside of contract will receive no updates and minimal support Upon initial purchase, customer will be charged a pro-rated amount to include support for the current year, and until December 31st of the following calendar year.	\$160.00	\$160.00
1	V0001018 Video Capture Device	\$475.00	\$475.00
1	V8045101 Demo Stock BP 2 Portable Control Console w/ Joystick - (1) Joystick for camera control - High resolution 10" touch display (IP43) - Integrated Windows 10 PC - 2x USB 3.0 Ports - IBAK Recorder software for recording and playback of videos and pictures.	\$10,043.00	\$10,043.00

804563001 Demo Stock MiniLite 2.1Frame * Basic frame for MiniLite 2.1 * Includes 2 rechargeable batteries and charger * Includes 313200498 tool kit \$13,130.00 \$13,130.00 * Foot brace is no longer recommended, or included. * New design with bottom-loading cable for more stability. * New positionable pushrod guide on frame which reduces wear and abrasion. * New brake positioned for ease of use. * Replaces part number 804501601 V8045359 \$5,719.00 Demo Stock MiniLite 2.1 Replaceable Drum - 250 feet of EX Perfect Pushrod \$5,719.00 1 * Easily replace pushrod drum on MiniLite system. \$3,500.00 \$3,500.00 Shipping, Delivery, and Training Armor Equipment Provided Service: Armor Equipment will provide annual preventative maintenance inspection at no cost for first two years of ownership. \$0.00 Armor Equipment will provide the first cable retermination at no cost. Note: The provided no cost maintenece does not include trailer transportation to and from service center in Johnston, IA -2000 -\$2,000.00 Equipment/Demo Discount 1 -\$23,884.00 -23884 Push Camera Package Discount

Quoted by:	Cory Gustatson	Sub Total	\$143,062.00
		Freight	
Approved by:		Sales Tax	
Accepted by:		TOTAL	\$143,062.00







Why IBAK/RapidView

<u>High Quality Inspection:</u> Don't settle for low quality when you can capture crisp, clear images and video footage. IBAK cameras provide considerably less distortion and higher image quality. This in turn, leads to more accurate inspections and allows you to make more informed decisions regarding rehabilitation and maintenance of underground infrastructure.

<u>Durable Equipment = Less Downtime:</u> Our inspection systems are designed with durability in mind. With proper maintenance our systems pull longer distances and have a longer average life-span due to the dense materials we build our systems with.

<u>Premier Service and After Sales Support:</u> Armor Equipment is a certified service center for RapidView. We diagnose and repair all cameras, tractors, controllers, reels, etc. in Johnston, IA. RapidView headquarters is based in Indiana and stocks more than \$8 Million in spare parts.

Synchronized Cable Reels: With a fully synchronized cable reel, all the slack in the cable is removed before any power is sent to the crawler, preventing you from running over your cable and causing any damage when backing out of the pipe.

<u>Dual-Axis Cable Connector</u>: A multi-directional connector with internal strain relief that can withstand up to 2000lbs. of force and allows there to be no tension on the cable where it connects to the back of the tractor.

Free Air Pressurization: All inspection systems come with a dry air pump that is utilized to pressurize the equipment. No need to purchase CO2 cartridges or dealing with "water-resistant" equipment. Simple to pressurize and no need to reset anything in the controller, our controller automatically detects the amount of pressurization.

<u>High Power LED Lighting:</u> All IBAK cameras are equipped with bright LED lights, allowing you to see all joints, gaps, and cracks without obscuring shadows.

ATC (Auto Tilt Compensation): A built-in sensor that recognizes when the tractor begins to climb the wall of a pipe and automatically steers the tractor to the center of the pipe by shutting off the inside wheels, dramatically reducing the chances of flipping a tractor during inspection.

<u>Ergonomic Design</u>: All IBAK equipment is designed with the operator in mind, ensuring that all our equipment is easy to learn and operate, providing you with faster results and less stress.

Research and Development Industry Leaders of Innovation: As the worlds oldest and largest pipeline inspection manufacturer, IBAK was the first to implement nearly every technical advancement in the pipeline inspection industry. This tradition of innovation continues today with 15% of the company devoted to full-time research and development of tomorrow's technology.

<u>Local Happy Customers:</u> Many municipalities across the state of lowa are happy IBAK customers and almost every major pipeline rehabilitation contractor in the state of lowa runs IBAK!

Equipment Specifications

Camera Heads:

Orion (Suggested): The Orion camera head can inspect pipe ranges of 4"-48" and be within PACP standards. It has the capabilities of inspecting larger pipelines but will lose some quality. Being majority of your lines being 8" this is the head I would go with.



Orpheus: The Orpheus camera head can inspect pipe ranges of 6" to 120". The Orpheus is great when you plan to inspect very large line. Just is not necessary if you do not run into it very often. All IBAK camera heads and tractors are interchangeable, so if this is needed it can always be purchased at a different time. At that point it is nice to have two camera heads just incase one needs to be repaired.



City Council Meeting Prep. Date: 04/01/2025 Preparer: Russell Farnum



Agenda Item: # 19 Agenda Date: 04/07/2025

Communication Page

Agenda Items Description: Resolution Approving Shorey Acres Subdivision			
Type of Action Requested: Resolution Approving Preliminary and Final Plat			
Attachments & Enclosures:	Fiscal Impact: Budget Line Item:		
Plat(s) and Location Map	Budget Summary: Expenditure:		
	Revenue:		

Overview:

Bill Burger, on behalf of Lisa Tuetken and her estranged husband Michael Stark, has submitted a 1-lot subdivision plat for approval. The site is on the north side of the Maquoketa River and is unincorporated, but within the City's 2-mile extraterritorial jurisdiction.

The owners have a 23-acre parcel surrounding Tuetken's house at 23196 150th Avenue. The owners are divorcing and as part of the settlement Tuetken is buying 3.3 acres of the 23-acre property.

According to Burger, the County required a subdivision plat instead of simply a parcel plat. Regardless, while this subdivision will create one new building lot, it's a large lot, would be compatible with the surrounding development. The new lot will not significantly impact the future growth or development of the City.

Because this land falls within 2 miles of the City, it is within the City's extraterritorial review and the City needs to approve this plat before the County will approve it. The City has no desire or ability to extend City services to this land at this time or in the longer-term future.

Planning and Zoning reviewed this proposal at their regular meeting of March 25, 2025, and recommended approval.

Recommendation: Approval is recommended.

The City of Monticello, Iowa

RESOLUTION #

Approving Preliminary and Final Plat of Shorey Acres Subdivision

WHEREAS, The Preliminary and Final Plat of Shorey Acres Subdivision has been presented to the City Council for approval, same being in unincorporated Jones County but within the extraterritorial jurisdiction of the City of Monticello, and

WHEREAS, The City Planning and Zoning Board has reviewed the Preliminary and Final Plat of Shorey Acres Subdivision and recommends that it be approved, and

WHEREAS, The City Council finds that the Preliminary and Final Plat of Shorey Acres Subdivision should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Preliminary and Final Plat of Shorey Acres Subdivision.

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 7th day of April, 2025.

	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City Clerk/Treasure	<u> </u>

INDEX LEGEND THE SW1/4 SW1/4, LOCATION: OF SECTION 11, T86N, R3W PROPRIETORS: PART OF THE SW1/4 SW1/4 - LISA D. STARK AND MICHAEL J. STARK LISA TUETKEN REQUESTOR: SURVEYOR: BILL BURGER SURVEYOR COMPANY: WM. BURGER LANDSURVEYOR BILL BURGER, 510 3RD STREET WEST COURT, WORTHINGTON, IA 52078 | (563) 590-1964 RETURN TO:

PREPARED BY BILL BURGER

510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078

(563) 855 2028

FINAL

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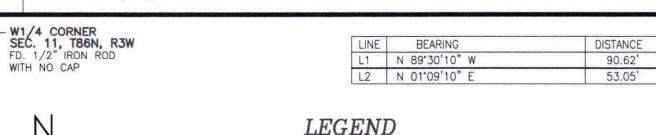
50TH 01.09

> .04 40

SHOREY ACRES

THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, JONES COUNTY, IOWA

PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE



()

SOUTHWEST QUARTER (SW1/4), SECTION ELEVEN (11), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE

SET 1/2" IRON ROD W/ 0 YELLOW CAP #12642 FD. 1/2" IRON ROD W/ YELLOW CAP #12642 BOUNDARY LINE SURVEYED SECTION LINE AND OR 1/4 OR 1/4 1/4 SECTION LINE R.O.W. LINE

RECORDED AS

S 88'35'37" E 414.50 SW1/4 SW1/4 374.46 SEC. 11, T86N, R3W 242.28 9.65

89'04'10" (S 89'04'14" E) S 40.072 NE ≥ GARAGE -16" W 01'09'22" 10, PARCEL 2011-01
BOOK T, PAGE 191
FEE BK. 2011 0160
NOT PART OF THIS SURVEY 01.09, S 60. 12 0 202.12 -242.15' (242.12) S 88*35'37" E (S 88'35'27" w) PARCEL 2015-25 BOOK V, PAGE 3 270.13") 60.0 LOT PARCEL 94-35 PARCEL 2018-62 ≥ ≥ BOOK K, PAGE 184 17,19" 3.30 +/- ACRES TOTAL

BOOK W, PAGE 49

5 40.03 283.24 323.27' (325.24') 2341.26 - DRIVEWAY AS N 89°27'46" W 2664.53 (S 89°27'59" E 2663.75') 2664.53 TRAVELED SW CORNER SEC. 11, T86N, R3W FD. 1/2" IRON ROD

S1/4 CORNER SEC. 11, T86N, R3W FD. CONCRETE MONUMENT

NOTE: THIS PLAT IS SUBJECT TO EASEMENTS OF RECORD AND NOT OF RECORD

150 0 150 300 ED LAND SUNIN DATE OF SURVEY: 3/28/2024 , 3/15/2025

01.1

SCALE: 1" = 150' SHEET

CENTED LAND WILLIAM H. BURGER 12642 IOWA

OF SHEETS COVERED BY THIS SEAL

0.30 +/- ACRES R.O.W. 3.00 +/- ACRES NET

WITH NO CAP POINT OF BEGINNING

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS

PROPRIETORS: SEE INDEX LEGEND

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

WILLIAM H. BURGER

Wm. Burger LandSurveyor

OF

510 3rd Street West Court Worthington, Iowa 52078

LEGAL DESCRIPTION

SHOREY ACRES – part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Eighty-six North (T86N), Range Three West (R3W) of the Fifth Principal Meridian, Jones County, Iowa; containing a total of 3.30 acres more or less, including 0.30 acres more or less of public road right of way, divided into one (1) lot and numbered Lot 1 as shown on attached plat, subject to easements, reservations, restrictions, and rights of way of record and not of record and more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Section Eleven (11), Township Eighty-six North (T86N), Range Three West (R3W) of the Fifth Principal Meridian, Jones County, Iowa;

Thence North 01°-09'-10" East 271.44 feet along the West line of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of said Section Eleven (11) to the Southwest corner of Parcel 2011-01 as recorded in Plat Book T, Page 191 in the Office of the Jones County Recorder;

Thence South 88°-35'-37" East 242.15 feet along the South line and to the Southeast corner of said Parcel 2011-01;

Thence North 01°-09'-16" East 219.65 feet along the East line and to the Northeast corner of said Parcel 2011-01;

Thence South 89°-04'-10" West 242.31 feet along the North line and to the Northwest corner of said Parcel 2011-01;

Thence North 01°-09'-10" East 53.04 feet along the West line of said Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4);

Thence South 88°-35'-37" East 414.50 feet;

Thence South 01°-09'-10" West 257.83 feet to the North line of Parcel 2015-25 as recorded in Plat Book V, Page 3 in the Office of the Jones County Recorder;

Thence North 89°-30'-10" West 90.62 feet along the North line and to the Northwest corner of said Parcel 2015-25;

Thence South 01°-17'-14" West 270.06 feet along the West line and to the Southwest corner of said Parcel 2015-25;

Thence North 89°-27'-46" West 323.27 feet along the South line of said Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) to the POINT OF BEGINNING, containing a total of 3.30 acres more or less, including 0.30 acres more or less of public road right of way, subject to easements, reservations, restrictions, and rights of way of record and not of record.

The West line of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Eighty-six North (T86N), Range Three West (R3W) of the Fifth Principal Meridian Jones County, Iowa is assumed to bear North 01°-09'-10" East.

WILLIAM H. BURGER 12642

SURVEYORS CERTIFICATE

I hereby certify that this land survey document was prepared and related survey work was performed by me or under my direct personal supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa;

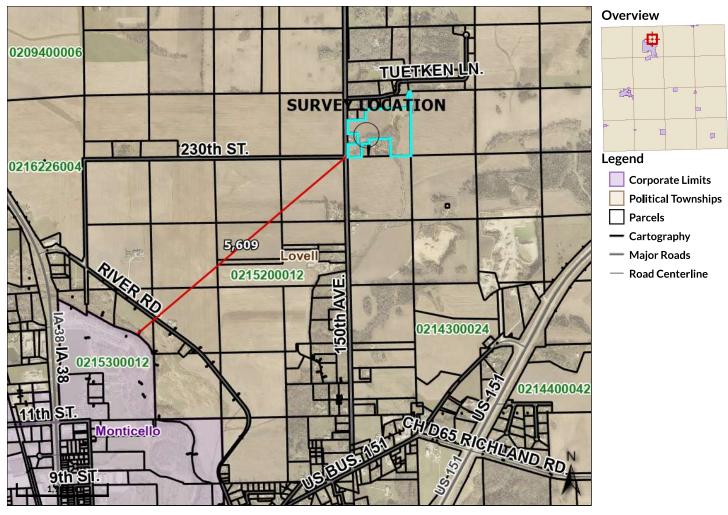
My license renewal date is December 31, 2026

William H. Burger

Sheet No. Z covered by this seal

Reg. No. 12642





 Parcel ID
 0211351018
 Alternate ID
 086200
 Owner Address
 STARK, LISA D & MICHAEL J

 Sec/Twp/Rng
 11-86-03
 Class
 A
 23196 150TH AVE

 Property Address
 Acreage
 23.37
 MONTICELLO, IA 52310

District LOVMO

Brief Tax Description 11 86 03 SW SW EXC PARCELS 94-35, 95-71, 2011-01, 2015-25, 2018-62 TUETKENS 2ND & 3RD ADDS; COM SW COR SEC 11 N 1250' N 300' E 700' S 300' W 700' TO BEG.; & COM 575' E SW COR SEC 11 N 200' E 200' S 200' W 200'

TO BEG

(Note: Not to be used on legal documents)

THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREIN, EITHER EXPRESSED OR IMPLIED BY JONES COUNTY OR ITS EMPLOYEES. THIS MAP IS COMPILED FROM OFFICIAL RECORDS, INCLUDING PLATS, SURVEYS, RECORDED DEEDS, AND CONTRACTS, AND ONLY CONTAINS INFORMATION REQUIRED FOR LOCAL GOVERNMENT PURPOSES. SEE THE RECORDED DOCUMENTS FOR MORE DETAILED LEGAL INFORMATION.

Date created: 3/17/2025 Last Data Uploaded: 3/17/2025 5:19:32 PM



PRELIMINARY PLAT SHOREY ACRES PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4), SECTION ELEVEN (11), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, JONES COUNTY, IOWA W1/4 CORNER SEC. 11, T86N, R3W FD. 1/2" IRON ROD BEARING DISTANCE LINE WITH NO CAP N 89°30'10"/W 90.62 N 01.09,10, 53.05 ENE LEGEND 1) LOT ONE (1) IS ADDITIONAL 3.30 ACRES OF PROPERTY TO BE AQUIRED BY THE PROPRIETOR OF PARCEL 2011-01 SET 1/2" IRON ROD W/ YELLOW LS CAP #12642 2) LOT ONE (1) SHALL BE RESTRICTED TO A FD. 1/2" IRON ROD W/ YELLOW LS CAP #12642 MINIMUM SETBACK DISTANCE OF 30.0' FROM FRONT AND REAR LOT LINES AND .60.10 FD. 1/2" IRON ROD W/ YELLOW CAP #11310 AND 10' SIDE LOT LINE SETBACKS CW C 3) LOT ONE (1) WILL BE SERVICED BY EXISTING OVERHEAD ELECTRICAL, TELEPHONE AND CABLE TV. LOCATION WILL BE DESIGNED BY THE POWER COMPANY EXISTING OVERHEAD ELECTRIC 10 EXISTING OVERHEAD TELEPHONE & CABLE TV UNDER GROUND TELEPHONE 4) NO PROPOSED ROAD OR DRIVEWAYS ARE REQUIRED AND ACCESS PROPOSED BOUNDARY LINES WILL BE THROUGH (ACROSS) PARCEL 2011-01/ EASEMENT LINE PROPOSED EASEMENT FOR 5) THEIR ARE NO FLOOD PLAIN AREAS WITHIN LOT ONE (1) ROAD R.O.W LINE 6) THEIR IS NO PROPOSED REGRADING OF LOT ONE (1) RECORDED AS S 88°35'37" E 414.50 SW1/4 SW 374.46 SEC. 11, T86N, 2.31' (242.28) Lisa D. Stark & Michael J. Stark 9 S 89°04'10" 0 GARAGE-NS Lisa D. Tuetken PARCEL 2011-01 BOOK T,PAGE 191 not part of this ×22, W 0 gravel survey 9 60 driveway -HOUSE 0 PARCEL 2015-25 /202.12 BOOK V, PAGE 3 242.15' (242.12) S 88°35'37" E (\$ 88°35'27" W) 13, 270.1 PARCEL 94-35 PARCEL 2018-62 BOOK K, BOOK W, PAGE 49 3.30 +/- ACRES TOTAL PAGE 184 John T. & Emily L. Russ 0.30 +1- ACRES R.O.W. Jamie L. & Brenda M. Phelps 3.00 +/- ACRES NET 01.1 Lisa D. Stark & Michael J. Stark 860 283.24 323.27' (325.24' 2341.26 DRIVEWAY AS N 89°27'46" W 2664.53 **IRAVELED** (S 89°27'59" E SW CORNER 2663.75') S1/4 CORNER SEC. 11, T86N, R3W FD. 1/2" IRON ROD SEC. 11, T86N, R3W WITH NO CAP POINT OF BEGINNING NOTE: THIS PLAT IS SUBJECT TO EASEMENTS WILLIAM BUF OF RECORD AND NOT OF RECORD 0 150 300 SCALE: 1" = 150' DATE OF SURVEY: 3/28/2024, 3/15/25 SHEET 1 OF 1 PROPRIETORS: LISA D. STARKS, MICHAEL J. STARK I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR Wm. Burger UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LandSurveyor LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024 510 3rd Street West Court Worthington, Iowa 52078 WILLIAM H. BURGER #12642 DATE NO. OF SHEETS COVERED BY THIS SEAL 1

City Council Meeting Prep. Date: 04/01/2025 Preparer: Russell Farnum



Agenda Item: #20 & 21 **Agenda Date:** 04/07/2025

Communication Page

Agenda Items Description: Approving Change Order #2 in the decreased amount of \$6,129.32, as submitted by Bill Bruce Builders related to the Monticello Wastewater Treatment Plant Improvements

Type of Action Requested: Resolution (2)		
Attachments & Enclosures: Change Oder outline and details Draft Easement Resolutions (2)	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue:	
Draft Easement	Budget Summary: Expenditure:	

<u>Summary:</u> City staff have been working with the city's contractor Bruce Construction and engineer Snyder & Associates on some changes related to the wastewater treatment facility.

The proposed changes include the following

- 1. Eliminating the re-siding proposed for the existing shop building;
- 2. Adding/revising electrical controls for HVAC and gas detection system for increased safety;
- 3. Revisions to the SCADA (Supervisory Control and Data Acquisition) system;
- 4. Revisions to stop logs, interior walls and access doors to the biosolids building;
- 5. Addition of a paved drive on the west side of the biosolids building and a gravel driveway that loops the biosolids building.

These changes result in a net cost savings of over \$6,000 the HVAC and SCADA controls are necessary for safe operation of the biosolids building and other mechanical functions within the sewage treatment facility.

The revisions to the stop logs and access doors are necessary to provide for efficient operation of loading, moving and unloading biosolids from the building, as well as access into the building with heavy equipment. The new doors and driveways provide better and safer access into and around the building with the same equipment.

When the biosolids building needed to be relocated to the east due to soil conditions, that relocation really constrained the major access into and out of the building with heavy equipment due to the proximity of the Lagoon on the east side of the building. This constraint is concerning because of the possibility of either damaging the slope of the Lagoon or having equipment and/or loads slide or spill into the Lagoon.

The proposed changes relieve this concern by providing access on the west side of the building for the same purpose. In addition, staff will have access to all sides of the building in order to efficiently provide services within and throughout the building; be it from unloading sludge into large semi-trucks to be hauled away, or providing access to the pumps and Fournier Press equipment, backup generator and other major equipment found in and around the building.

In order to add the driveway on the west side of the building, we need the attached easement from neighboring property owners Mike and Emily Kraus. They are amenable to granting the easement as our improvements will also improve the drainage on their property.

These changes can be paid for by eliminating the re-siding and re-roofing of the existing mustard-yellow colored shop building. Except for some patching and dented areas, the building is still solid and does not leak, the only reason for the proposed work was to match the new dark gray buildings. If desired, the City can re-paint the building at a much lower cost sometime in the future.

Recommendation: Approval is recommended.

City of Monticello, Iowa

RESOLUTION #

Approving Change Order #2 in the decreased amount of \$6,129.32, as submitted by Bill Bruce Builders related to the Monticello Wastewater Treatment Plant Improvements

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

WHEREAS, Bill Bruce Builders has submitted Change Order #2 tied to:

- 1. Eliminating the re-siding proposed for the existing shop building;
- 2. Adding/revising electrical controls for HVAC and gas detection system for increased safety;
- 3. Revisions to the SCADA (Supervisory Control and Data Acquisition) system;
- 4. Revisions to stop logs, interior walls and access doors to the biosolids building;
- 5. Addition of a paved drive on the west side of the biosolids building and a gravel driveway that loops the biosolids building.

WHEREAS, The City Engineer has reviewed the proposed Change Order # in the decreased amount of \$6,129.32 and recommends that it be approved by the City Council.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve modified Change Order #2 submitted by Bill Bruce Builders related to the Monticello Wastewater Treatment Plant Improvements in the decreased amount of \$6,129.32.

	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 7 th day of April, 2025.
	Wayne Peach, Mayor
1ttest:	
Sally Hinrichsen, City Clerl	√Treasurer

CHANGE ORDER NO.: 2

Owner: City of Monticello

Owner's Project No.:

Engineer's Project No.:

Engineer: Snyder & Associates 120.1109

<u>Contractor</u>: Bill Bruce Builders
Project: Wastewater Treatment Plant

Improvements

Contract Name: Wastewater Treatment

Plant Improvements

<u>Date Issued</u>: 3/14/2025 Effective Date of Change Order:

Contractor's Project No.:

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

Description:

This change order is for work associated with RFI #23, RFI #21, RFI #25, ITC #7 and ITC #8. The changes associated with each of these are described below.

- RFI #23: Removal of the work associated with residing and reroofing the existing shop building. This change was requested by the City. Cost Decrease = \$19,455.71
- RFI #21: This work includes changes to the HVAC and gas detection systems that were not originally included within the plans. This includes adding controls to a light switch to operate the makeup air unit and moving the gas detection system. Cost Increase = \$6,027.74
- RFI #25: Providing the electrical wiring for the SCADA panel within the biosolids equipment room. Cost Increase = \$1,174.68
- ITC #07: This ITC includes the removal of stop logs, removal of intermediate support wall for stop logs, add additional opening in the west wall of the biosolids storage area, and add a small intermediate wall along the biosolids equipment building. The removal of the stop logs, and intermediate support wall will allow additional room to maneuver around the storage area. The Removal of the west wall of the biosolids storage area will allow access to an additional driveway along that was added via ITC #08. The small intermediate wall is to allow the operators to push dewatered biosolids against the biosolids equipment building without affecting the precast concrete walls. See ITC for cost implications.
- ITC #08: This ITC includes additional grading along the west side of the biosolids storage area, additional concrete paving along the west side of the biosolids storage area, grading around the north side of the biosolids equipment, adding a gravel driveway around the north side of the biosolids equipment building and changing the driveway on the east side of the building to gravel in lieu of concrete. These changes were requested by the City. This change will allow access to the biosolids storage area on both sides of the storage building as well as drive around the entire biosolids building area. Cost increase = \$6,123.97
- Total Cost Adjustment from the change requests = -6,129.32 (Overall cost decrease)

Attachments:

Bill Bruce Builders change requests 6 (RFI #23), 9 (RFI #21), 10 (RFI #25) and 11 (ITC 7 & 8)

Page 1 of 3

Change in Contract Times [State Contract Times as either a specific date or a number of days]

Change in	n Contract Price
-----------	------------------

enange in contract i nec	
Original Contract Price:	Original Contract Times:
	Substantial Completion: September 26, 2026
\$ 23,448,000.00	Ready for final November 25, 2026
	payment:
Increase from previously approved Change Orders No.	Increase from previously approved Change Orders
1 to No. 1	No.1 to No. 1:
	Substantial Completion: December 23, 2026
\$ 763,990.30	Ready for final January 27, 2027
	payment:
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial Completion: December 23, 2026
\$ 24,211,990.30	Ready for final January 27, 2027
	payment:
Decrease this Change Order:	N/A this Change Order:
	Substantial Completion: December 23, 2026
\$ 6,129.32	Ready for final January 27, 2027
	payment:
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial Completion: December 23, 2026
\$ 24,205,860.98	Ready for final January 27, 2027
	payment:
1	

	Recommended by Engineer	Accepted by Contractor
Ву:	The hole Sould	
Title:	Project Engineer	_
Date:	3/14/2025	
	Authorized by Owner	Approved by Funding Agency
Ву:		
Title:		_
Date:		



Date:

Bill Bruce Builders 900 E Franklin Street Eldridge, IA 52748 **Change Request** Date: 11/20/2024 **Project:** Monticello Wastewater Treatment Plant Improvements Change Order #: ITC# 11/20/2024 Date Submitted Due Date 11/29/2024 This Change Order Increases the amount of days to complete the job by 0 calendar days. Description: Per RFI #23 and owner request, the existing shop building was shown to have metal added to the roof and sidewalls. This is the credit to not add metal on the roof and on siding. Subcontractor Cost: 32 sheet 16' long x \$6.65/ ft. (3,404.00) 4 bags of white 1 1/2" self-tapping screws \$65/bag \$ (260.00)5 pieces of rake corners \$54.26 / 10'2"piece \$ (271.30)5 pieces of ridge cover \$96.06 / 10'2" piece \$ (480.30)10 pieces of eve \$33.16 / 3"x 10'2" pieces \$ (333.16)20 pieces of 5" gutter \$56.24 / 10' piece \$ (1,124.80)5 downspouts \$97.87 / 10' piece \$ (489.35)Sidewalls 32 13' steel sheets \$6.65/ ft. \$ (2,766.40)14 14' steel sheets \$6.65/ ft. \$ (1,303.40) 5 bags of 1 1/2" self-tapping screws \$65/ bag \$ (325.00)Misc: (340.00) J- channel 17 pieces \$20/ stick / 10' \$ (11,097.71) **Total Subcontractor Cost:** \$ Subcontractor Mark-up \$ Special Consultants/Other Expenses Total Special Consultants/Other Expenses \$ Contractor Cost: Carpenters - 3 carpenters - 40 MH - \$70/Hr (8,400.00)Project Manager - 0.5 MH - Time for Coordination \$ 42.00 Total Contractor Cost: (8,358.00) \$ Contractor Mark-up \$ Subtotal Amount \$ (19,455.71) P&P Bond \$ \$ **GL** Insurance Builder's Risk Insurance \$ **Grand Total** (19,455.71) Approved By Engineer: Owner: Name: Name:

Date:



Bill Bruce Builders 900 E Franklin Street Eldridge, IA 52748

Change Request Date: 1/10/2025 **Project:** Monticello Wastewater Treatment Plant Improvements Change Order #: 21 RFI# Date Submitted 1/10/2025 Due Date 1/17/2025 This Change Order Increases the amount of days to complete the job by 0 calendar days. Description: Per RFI #21, Bruce Builders and subcontractors propose to install PVC conduit rough-in for T-stat located inside sludge press room, provide additional conduit and wiring for tying in the mechanical controls with light switch inside the sludge press room, and labor for installing gas detection device. Subcontractor Cost: Westphal Company \$ 5,558.30 **Total Subcontractor Cost:** \$ 5,558.30 **Subcontractor Mark-up** \$ 277.92 Special Consultants/Other Expenses Total Special Consultants/Other Expenses \$ Contractor Cost: Project Manager - 1 MH - Time for Coordination \$ 84.00 **Total Contractor Cost:** \$ 84.00 **Contractor Mark-up** \$ 12.60 Subtotal Amount \$ 5,932.82 \$ P&P Bond 44.50 \$ **GL** Insurance 35.60 \$ Builder's Risk Insurance 14.83 **Grand Total** 6,027.74 Approved By Engineer: Owner: Name: Name: Date: Date:



Project: Monticello WWTF (Original)

CO: 03: RFI #21 Biosolids electrcial locations

Installations Report

14 Feb 2025 10:07:54

Tax Rate status: BidBid Name: BASE BIDBid Template: MASTER BID RECAP 10.08.2020

Description	Material \$	Labor \$	Extension
1.0 T-STAT ROUGH-IN	768.92	1,190.58	1,959.49
2.0 OCCUPANCY SIGNAL WITH LIGHTING	792.39	1,292.48	2,084.87
3.0 GAS DETECTION STROBE	558.10	955.84	1,513.94

Material Extension:	\$2,119.40
Labor Extension:	\$3,438.90
Total Extension:	\$5,558.30

Becky Avise

From:

Sent:

To:

Subject:

Nick Eisenbacher (Snyder & Assocaites) < Bill_Bruce_Builders@us02.procoretech.com>

Thursday, October 10, 2024 4:00 PM

Herrig, Jayden

Monticello Waste Water Treatment Facility Improvements: Response to RFI #21 (Biosolids Buildir

Monticello Waste Water Treatment Facility Improvements



More details: View online Open In App

Nick Eisenbacher (Snyder & Assocaites) responded to Question 1 on Thursday, October 10, 2024 at 03:59 pm.

Response:

- 1. Location of t-stat inside sludge press room can be placed by the gas detection monitors on the CMU wall. The one inside the electrical room can be placed by the door on the CMU dividing wall. Refer to specification sections 236200 and 235533 for t-stat requirements.
- 2. Occupancy signal can be provided by the light switch into the sludge press room. I had previously discussed this with Electric Pump. Refer to H500 for HVAC controls.
- 3. There is one shown on sheet H103 (labeled as remote horn/strobe alarm) but it is shown within the electrical room. This should be located within the sludge press room. It should be located near the gas detection monitors and across from door 102A.

Attachments:

None

RFI #21 was due on Wednesday, October 9, 2024.

QUESTION 1

Asked By: Bill Bruce (Bill Bruce Builders)

Date: Tue Oct 8, 2024 at 04:00 pm CDT

Question: Please provide clarification on locations for the following:

 Locations of T-stat in the Biosolids building for temp controls. Also, what type of t-stat is being provided? We just want to make sure we have the appropriate rough-ins.

2. Occupancy signal for MAU. How are we controlling the MAU with our occupancy sensor?

3. Gas Detection strobe. What location is the strobe being installed? Nothing is shown on the drawings.

Attachments: None

All Replies

Answered By: Nick Eisenbacher (Snyder & Assocaites)

Date: Thu Oct 10, 2024 at 03:59 pm CDT

Response: 1 Location of t-stat incide cludge pres

1. Location of t-stat inside sludge press room can be placed by the gas detection monitors on the CMU wall. The one inside the electrical room can be placed by the door on the CMU dividing wall. Refer to specification sections 236200 and 235533 for t-stat requirements.

2. Occupancy signal can be provided by the light switch into the sludge press room. I had previously discussed this with Electric Pump. Refer to H500 for HVAC controls.

3. There is one shown on sheet H103 (labeled as remote horn/strobe alarm) but it is shown within the electrical room. This should be located within the sludge press room. It should be located near the gas detection monitors and across from door 102A.

Attachments: None

ADDITIONAL DETAILS

Project: Monticello Waste Water Treatment Facility Improvements

Subject: Biosolids Building - Electrical Locations

Date Initiated: 10/08/24

Created By: Bill Bruce (Bill Bruce Builders)

Assigned To: Eisenbacher, Nick (Snyder & Assocaites) (response required)

Distribution List: Herrig, Jayden (Westphal & Co Inc.)

Krogman, Paul (Bill Bruce Builders)

More details: View online Open In App

Powered By Procore | support@procore.com | https://support.procore.com



Date:

Bill Bruce Builders Eldridge, IA 52748

900 E Franklin Street Change Request Date: 1/10/2025 **Project:** Monticello Wastewater Treatment Plant Improvements Change Order #: 10 25 RFI# 1/10/2025 **Date Submitted** Due Date 1/17/2025 This Change Order Increases the amount of days to complete the job by 0 calendar days. Description: Per RFI #25, Bruce Builders and subcontractors propose to furnish and install RMC/wiring for 120V circuit to SCADA panel. Subcontractor Cost: Westphal Company \$ 1,174.68 1,174.68 **Total Subcontractor Cost:** \$ **Subcontractor Mark-up** \$ 58.73 Special Consultants/Other Expenses Total Special Consultants/Other Expenses \$ Contractor Cost: Project Manager - 0.5 MH - Time for Coordination \$ 42.00 \$ **Total Contractor Cost:** 42.00 **Contractor Mark-up** \$ 6.30 Subtotal Amount \$ 1,281.71 \$ P&P Bond 9.61 \$ **GL** Insurance 7.69 \$ 3.20 Builder's Risk Insurance **Grand Total** 1,302.22 Approved By Engineer: Owner: Name: Name:

Date:

Westphal COMPANY

CHANGE ORDER REQUEST

Change Order #: 4

Date: 01/08/2025

Project: Monticello W	WTP	Project #: 2420009.
To: Bruce Builders		From: Jayden Herrig
900 E Franklin	Street	P.O. Box 7428
Eldridge, IA 52	748	Madison, WI 53707
Phone: 563.285.9341		Phone:
Email: bbruce@bruc	cebuilders.com	Email: jherrig@westphalec.com
	o make the following changes:	
RFI#25 - Provide 120\	power to the main SCADA PNL in	the biosolids building.
	h and install RMC and wiring for 12 uit or power feed.	20v circuit to the SCADA PNL. The drawings do not
		Change Order Price \$1,174.68
•	30 days. If conditions change, this pr ys in conjunction with this change.	rice is void. We are requesting a
Accepted	and are hereby accepted. All work	is of this change order request are satisfactory to be performed under same terms and contract unless otherwise specified.
Authorized Signature	Date o	f Acceptance



Bill Bruce Builders 900 E Franklin Street Eldridge, IA 52748

Change Request Date: 1/13/2025

Project: Monticello Wastewater Treatment Plant Improvements

Change Order #: 11

PR #08

RFI # PR #08

Date Submitted 1/10/2025

Due Date 1/17/2025

This Change Order Increases the amount of days to complete the job by 0 calendar days.

Description:

Per ITC #08, Bruce Builders and subcontractors propose to provide additional paving, removal of retaining wall next to Biosolids, site grading around Biosolids Building for new roadway, 8" GR-14 subbase for paving, 8" GR-14 subbase and 8" Class A aggregate surface for roadway, and 2' wide by 3' class A Should along PCC Driveway per attached quotes.

Per ITC #07, Bruce Builders and subcontractors propose to remove the stop logs from scope of work, deduct intermediate wall, deduct opening on west wall, and add one sided wall per ITC#07.

Subcontractor Cost:		
KE Flatwork		\$ 10,367.50
Central Excavting, Inc.		\$ 35,621.00
Engineered Equipment Solutions		\$ (40,340.00)
		\$ 5,648.50
	Subcontractor Mark-up	\$ 282.43
Special Consultants/Other Expenses		
	Total Special Consultants/Other Expenses	\$ -
Contractor Cost:		
Project Manager - 1.0 MH - Time for Coordination		\$ 84.00
	Total Contractor Cost:	\$ 84.00
	Contractor Mark-up	\$ 12.60
	Subtotal Amount	\$ 6,027.53
		\$ 45.21
	GL Insurance	\$ 36.17
	Builder's Risk Insurance	\$ 15.07
<u></u>	Grand Total	\$ 6,123.97
Approved By		
Engineer:	Owner:	
<u></u> _		
Name:	Name:	
Date:	Date:	

KE Flatwork Inc. 501 Blackhawk Trail

501 Blackhawk Trail Eldridge, IA 52748

Voice: 563-285-4404 Fax: 866-338-1517

QUOTATION

10,367.50

TOTAL

Quote Number: ITC #8 Monticello Wa

Quote Date: Feb 13, 2025

Page: 1

Quoted To:

Bill Bruce Builders 900 E Franklin Dr Eldridge, IA 52748

Customer ID	Good Thru	Payment Terms	Sales Rep
BRU05	3/15/25	Net 14 Days	

	Quantity	Item	Description	Unit Price	Amount
	1.00		New Additional Paving	18,900.00	18,900.00
	1.00		One sided wall 26'x4' @ \$350.00 per Inft	9,100.00	9,100.00
	1.00		Deduct Retaining Wall- 50Lnft	10,000.00	-10,000.00
	1.00		Deduct Intermediate Wall	3,655.00	-3,655.00
	1.00		Deduct Opening on West Wall	3,977.50	-3,977.50
_					_
				Subtotal	10,367.50
				Sales Tax	

Change Order Request CC-2404 **Central No: Central Excavating, Inc** 12/12/2024 1805 State Street, Suite 104 Date: Bettendorf, IA 52722 To: Attention: **BILL BRUCE** MONTICELLO WWTP IMPROVEMENTS **BILL BRUCE BUILDERS** Project Name: 900 E. FRANKLIN STREET Project No: ELDRIDGE, IA 52748 Remarks or Description of Work: ITC #8 - Biosolids Building Driveway Price Includes the Following Items: Site Grading around Biosolids Building for new Roadway 8" GR-14 Subbase for PCC Paving 8" GR-14 Subbase and 8" Class A Aggregate Surface for the Aggregate Roadway 2' Wide by 8" Class A Shoulder along PCC Driveway as Shown on C2.02. Highlighted Areas off of BioSoilds to be 1" Clean, 3' Deep Description Unit Type | Quantity **Unit Price Extension** Additional Site Grading LS 6,630.00 6,630.00 8" GR-14 Subbase for PCC Paving LS 11,772.00 1 11,772.00 Aggregate Roadway (8" GR-11 on 8" GR-14) LS 1 4,628.00 4,628.00 Class A Shoulder LS 12,591.00 12,591.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ **TOTAL** 35,621.00 Central Excavating, Inc.

By: Brian Gilbank

Date: 12/12/2024

Becky Avise

From: Jim Streeter < jim@e-equipmentsolutions.com>

Sent: Tuesday, October 15, 2024 3:42 PM

To: Bill Bruce

Cc: Paul Krogman; Tysen Streeter

Subject: RE: Monticello WWTP ITC #7 - Biosolids Storage Area Modifications

Hey Bill,

Sorry about the delay. The deduct for the stop logs is \$40,340.00. RW Gate had stated with everything being approved, material was ordered, and manufacturing had begun this is the deduct for them to cancel that part of the order.

Please let me know for sure this part is cancelled. I know there was the ITC so if that is what you want me to go by that is fine. Just making sure. Thank you.

Jim Streeter

Inside Sales Manager

EES – Engineered Equipment Solutions, LLC. -A UFT Company-

203 E. Main St., PO Box 541 State Center, IA 50247 Ph. 641-483-2904 | Mob. 515-450-4198 Fax 1-888-421-2856

Jim@e-equipmentsolutions.com



From: Bill Bruce <bbruce@brucebuilders.com>
Sent: Tuesday, October 15, 2024 3:23 PM

To: Jim Streeter < jim@e-equipmentsolutions.com>

Cc: Paul Krogman <pkrogman@brucebuilders.com>; Tysen Streeter <tysen@e-equipmentsolutions.com>

Subject: RE: Monticello WWTP ITC #7 - Biosolids Storage Area Modifications

Importance: High

Jim,

I need this for tomorrow's meeting. Please send me an update and credit.

Bill Bruce



ITC 8

PROJECT NAME: Monticello WWTP Improvements

CONTRACTOR: Bill Bruce Builders

PHONE: 563-285-9341

PHONE: 319-362-9394

PROJECT DATE: 11/22/2024

PROJECT DATE: 11/22/2024

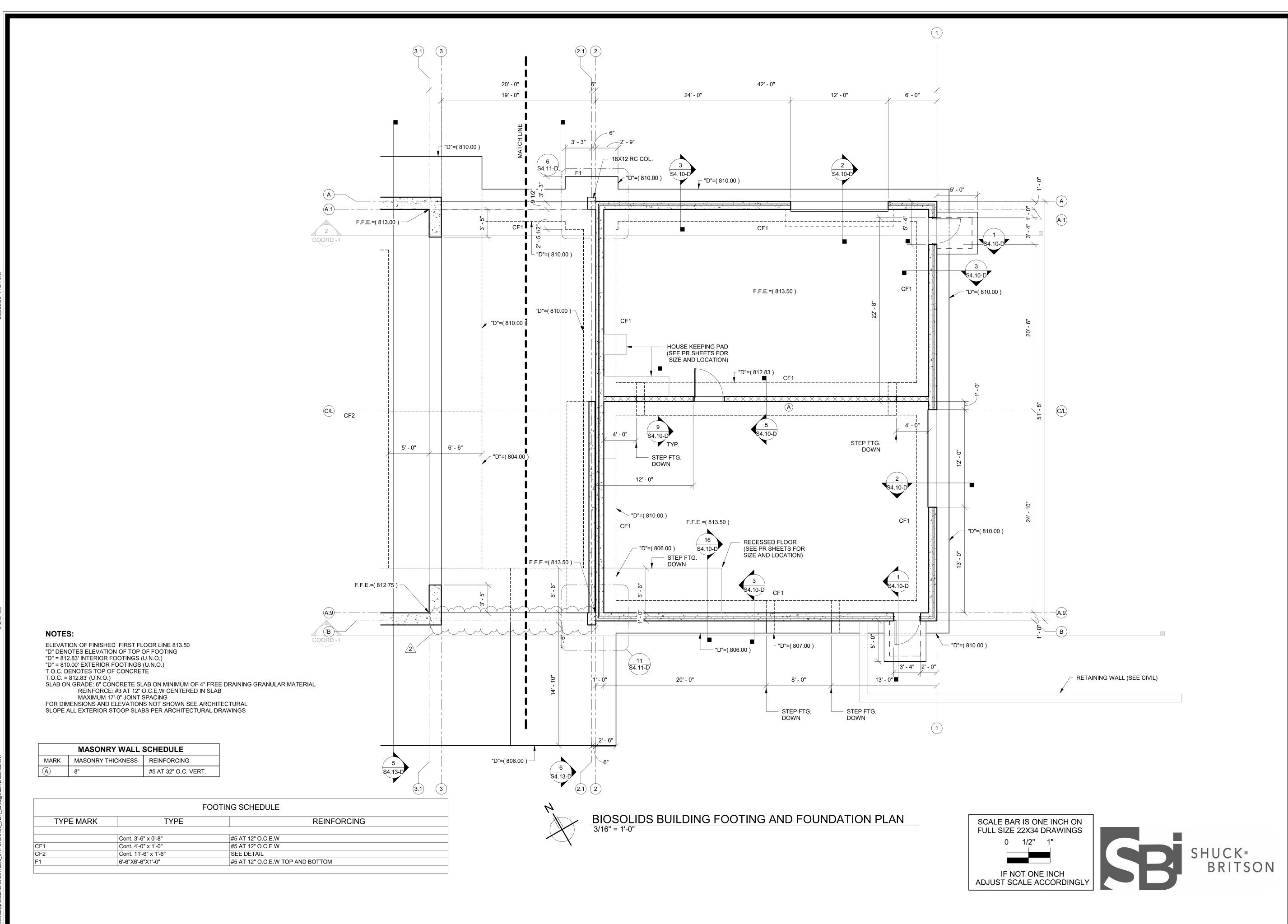
INSPECTED BY: Snyder & Associates

OWNER: City of Monticello

The City requested that an additional driveway be placed along the west side of the biosolids building to make sludge removal easier. The attached draft plans show the layout with preliminary grading for the driveway along with changes to the sludge storage area for the additional opening. Note the grading shown is preliminary and has not been fully modeled. Updated plans will be provided once the grading is completed. Note that sheets C4.01 through C4.07 have not been updated with the new driveway alignment yet. These sheets can be updated once this is approved by the City.

The changes include adding a PCC driveway along the west side of the biosolids storage area, adding a gravel drive lane around the equipment building to connect to the east side of the building, changing the pavement materials of the gravel driveway along the east side that is connecting to the existing gravel driveway and increasing the opening in the wall on the west side to provide a full doorway.

Provided sheets: C2.01, C2.02, EC0.05, PR4.01, PR4.02, S4.02-D, S4.03-D, S4.11-D and S4.13-D



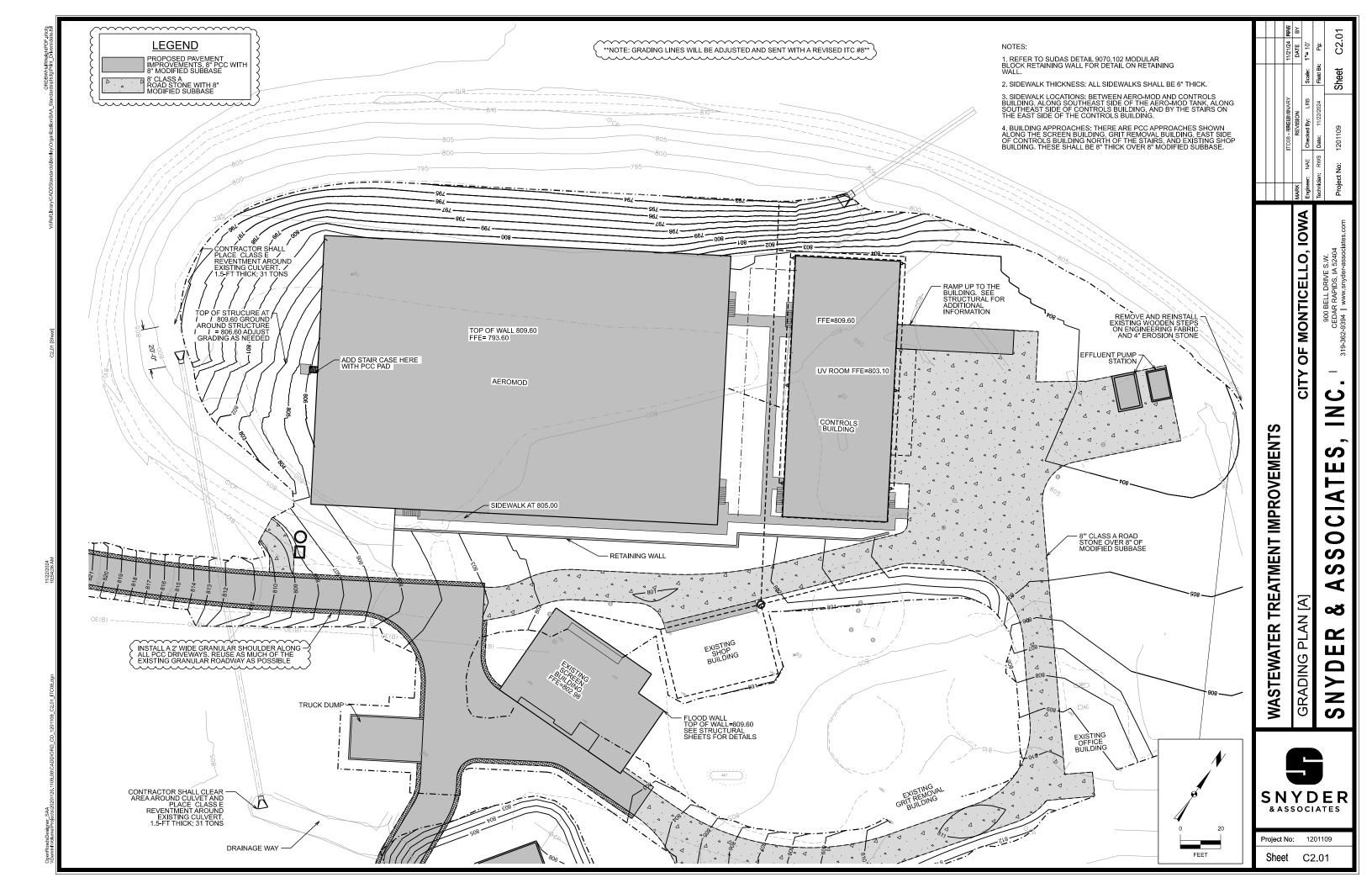
WASTEWATER TREATMENT IMPROVEMENTS

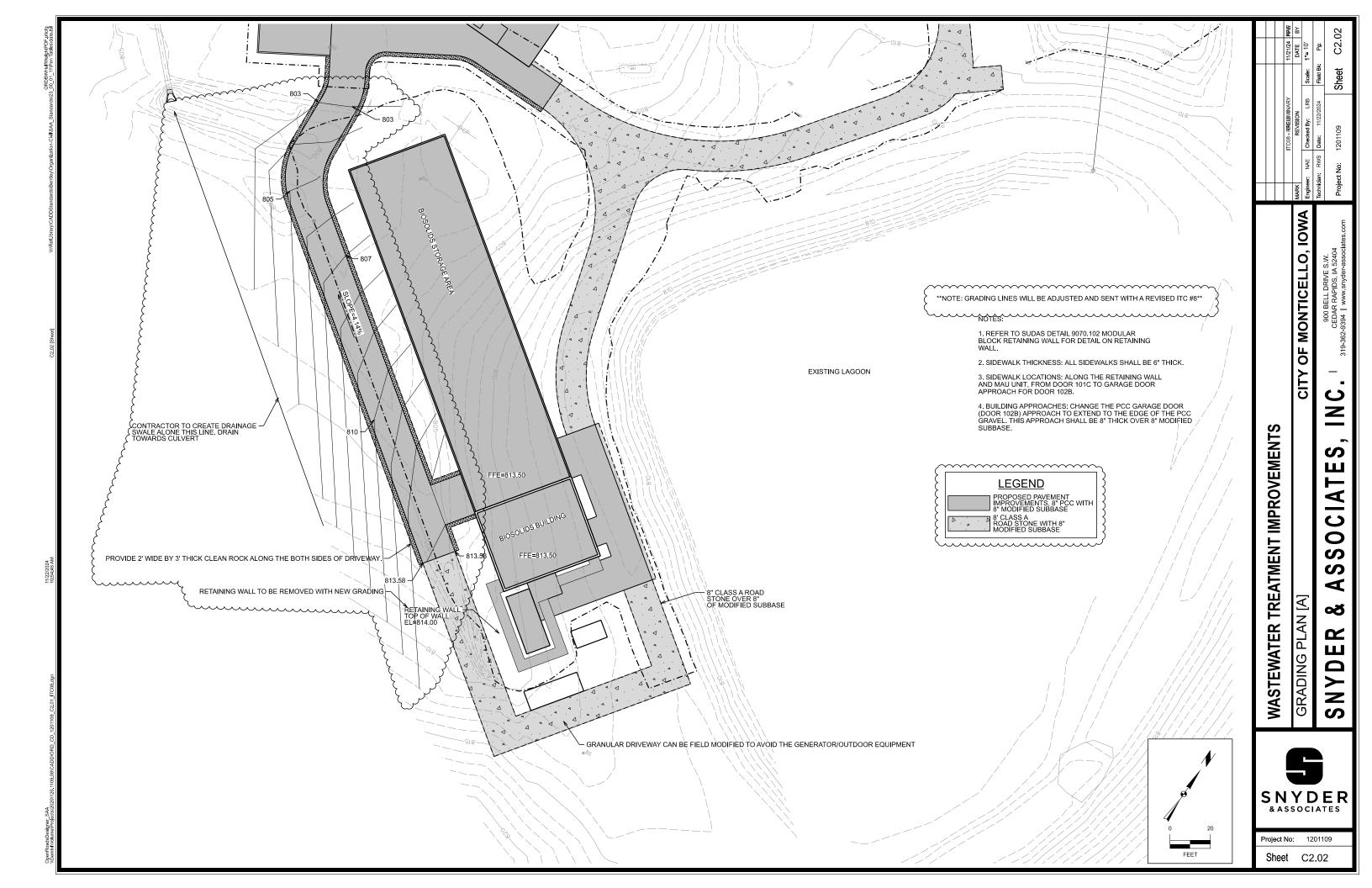
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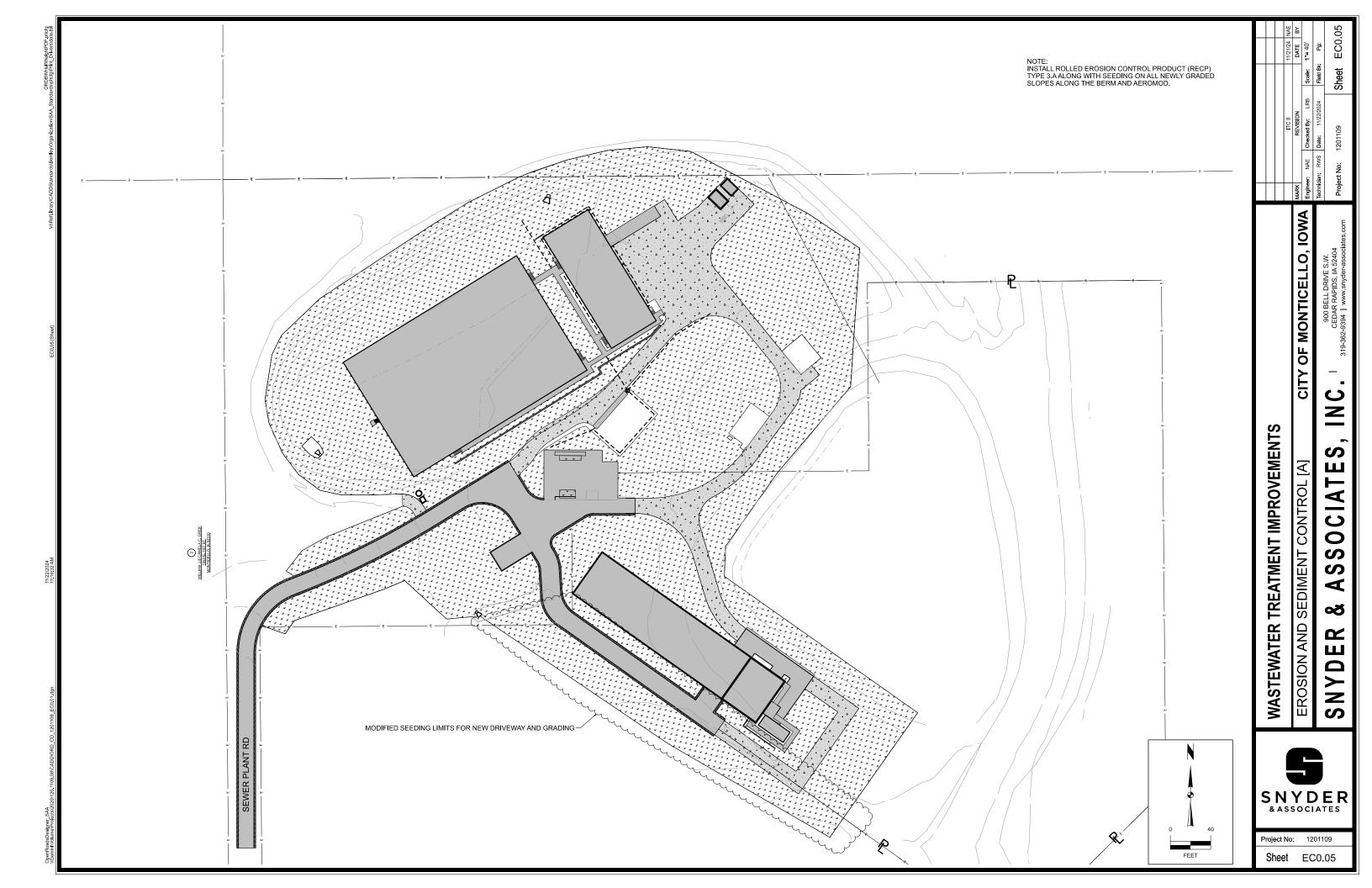
& ASSOCIATES
Project No: 120.1109.0

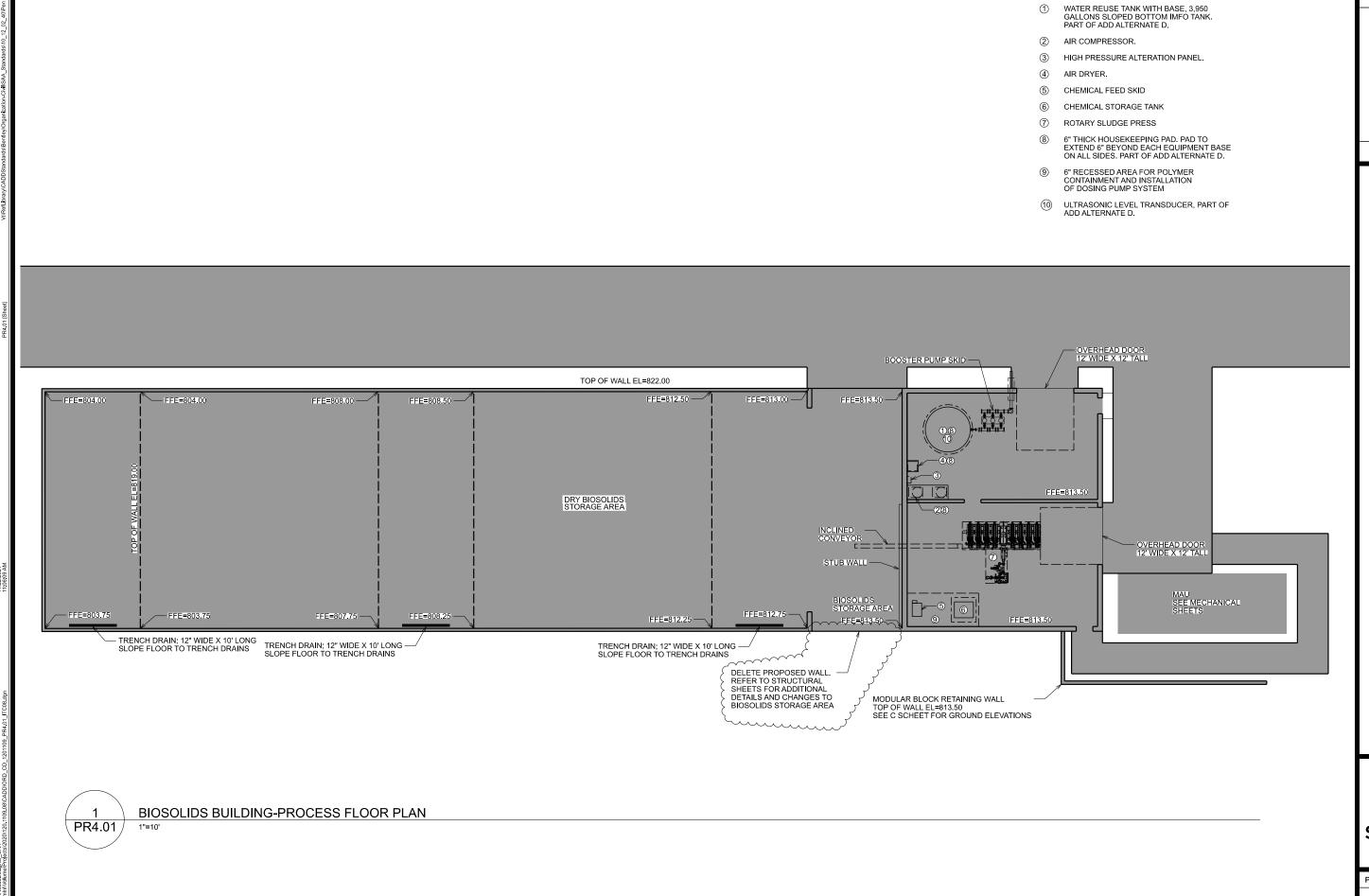
Project No: 120.1109.08

Sheet S4.02-D









OF MONTICELLO, IOWA

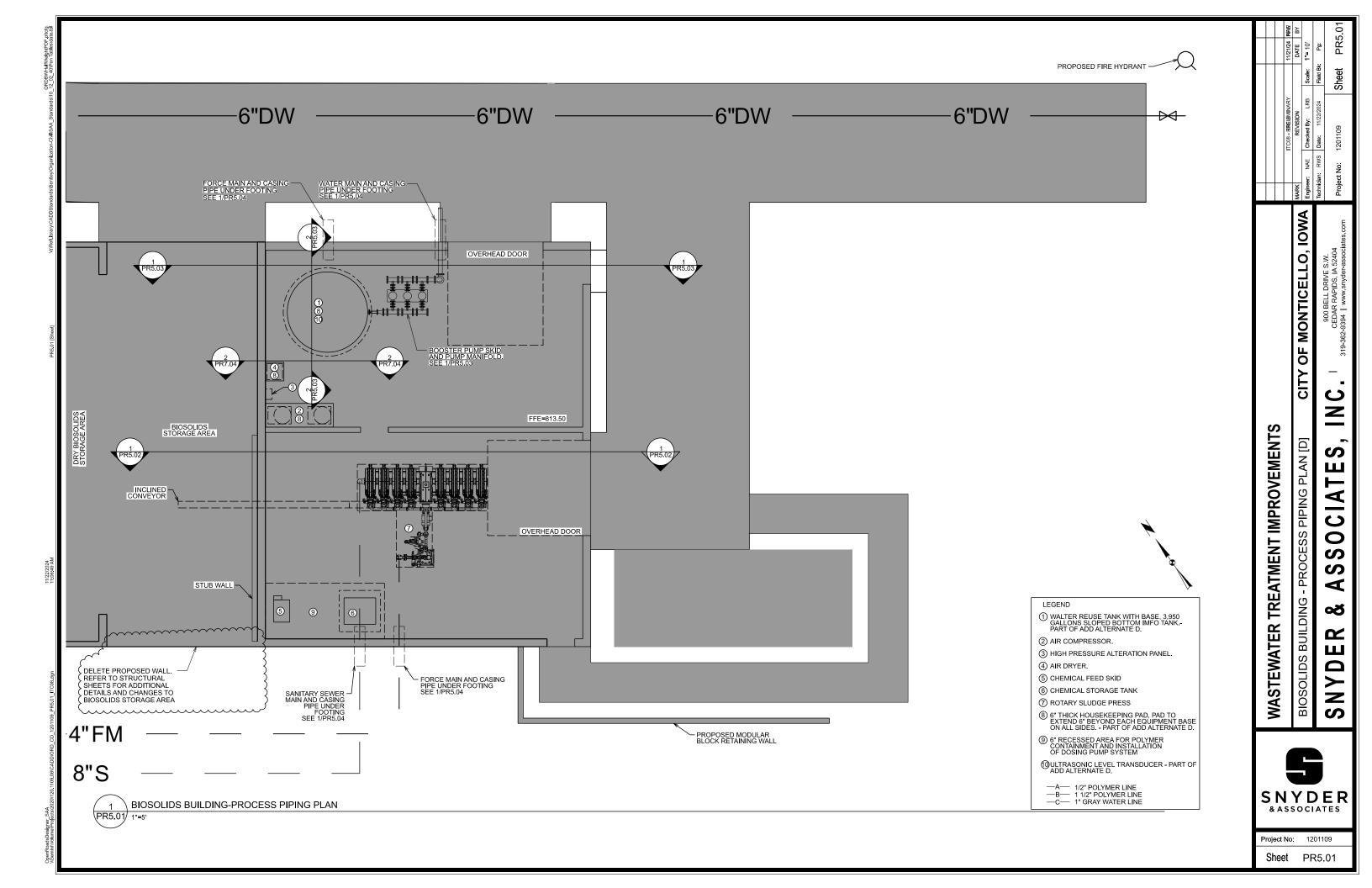
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BUILDING

WASTEWATER TREATMENT IMPROVEMENT Z BIOS S SNYDER & ASSOCIATES

Project No: 1201109

Sheet PR4.01



CITY OF MONTICELLO, IOWA

RESOLUTION #

To accept /approve a perpetual Ingress/Egress Easement with Michael and Emily Kraus as described in the Ingress/Egress Easement Plat

WHEREAS, The City of Monticello has hired a contractor to construct the Wastewater Treatment facility and has also determined it appropriate to excavate a portion of the area and construct a driveway in that area, bringing about the need for easements, and

WHEREAS, The necessary easement has been negotiated, with Michael and Emily Kraus, said easement being attached hereto, as Exhibit "A" and incorporated within this Resolution as if the same had been set forth fully, verbatim, herein, and

WHEREAS, The Council finds that the easement as proposed is agreeable and in the best interests of the City, is a necessary component of this project, and should therefore be approved, and

NOW THEREFORE BE IT RESOLVED by the City of Monticello, does hereby direct approve the Easement entered into by the City of Monticello and Michael and Emily Kraus be recorded with the Jones County Recorder's Office.

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 7th day of

	April, 2025.	
	Wayne Peach, Mayor	
1ttest:		

Sally Hinrichsen, City Clerk/Treasurer

This information prepared by office of Snyder & Associates, Inc. 900 Bell Dr SW, Cedar Rapids, IA 52404

Phone: (319) 362-9394

SPACE ABOVE THIS LINE FOR RECORDER

PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS:

That <u>Michael and Emily Kraus</u> (hereinafter called "Grantor") in consideration of the sum of <u>One Dollar (\$1.00)</u> to be paid by the City of Monticello, Iowa upon final approval and acceptance of this easement, do hereby convey unto the City of Monticello, Iowa, a municipal corporation, (hereinafter called "City") a perpetual <u>Ingress/Egress Easement</u> under, over, through and across the following described real estate:

See attached Ingress/Egress Easement Plat

(hereinafter called "Easement Area") for the purpose of the permanent right to construct, reconstruct, repair, alter, maintain and operate an ingress/egress access together with necessary appurtenances thereto, through and across said Easement Area for the following described public improvement:

Concrete access driveway for City owned and operated wastewater treatment buildings along with permanent grading associated with the access driveway.

This easement shall be subject to the following terms and conditions:

- 1. <u>Erection of Structures Prohibited.</u> Grantor shall not erect any landscaping or structure over or within the easement area without obtaining the prior written approval of the City and City Engineer.
- 2. <u>Change of Grade Prohibited.</u> Grantor shall not change the grade, elevation or contour of any part of the easement area without obtaining the prior written consent of the City and City Engineer.
- 3. <u>Right of Access.</u> The City shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
- 4. <u>Easement Runs With Land.</u> This easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
- 5. <u>Approval By the City.</u> This easement shall not be binding until it has received the final approval and acceptance by the City.

Grantor does HEREBY COVENANT with the City that Grantor holds said real estate described in this easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

share, if any, in and to the intere	have hereunto affixed our hands this day of
GRANTOR:	
Ву	By
Print Name	Print Name
On this day of Public in and for said State, person	DF <u>JONES</u> , ss :
	to me known to be the identical secuted the foregoing instrument, and acknowledged that
	his/her/their voluntary act and deed.
No	otary Public in and for said State of

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO: TIM FORINASH SNYDER & ASSOCIATES, INC. 900 BELL DRIVE SW CEDAR RAPIDS, IA 52404 319-362-9394 TWFORINASH@SNYDER-ASSOCIATES.COM SERVICE PROVIDED BY: SNYDER & ASSOCIATES, INC. SURVEY LOCATED: SE 1/4 SE 1/4

REQUESTED BY: CITY OF MONTICELLO

SEC. 22-86-03

INGRESS/EGRESS EASEMENT PLAT PART OF SE SE SEC. 22-86-03

Fnd 1" Pipe

EASEMENT DESCRIPTION

A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 86 NORTH, RANGE 3 WEST OF THE 5TH P.M., JONES COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 99-19 RECORDED IN BOOK 1999, PAGE 0722 IN THE OFFICE OF THE JONES COUNTY, IOWA RECORDER; THENCE SOUTH 54°27'49" EAST ALONG THE SOUTH LINE OF SAID PARCEL 99-19, A DISTANCE OF 300.00 FEET; THENCE SOUTH 35°13'30" WEST, 20.00 FEET; THENCE NORTH 54°27'49" WEST, 327.63 FEET TO THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN BOOK 124, PAGE 318 IN THE OFFICE OF THE JONES COUNTY, IOWA RECORDER; THENCE SOUTH 89°31'30" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 34.02 FEET TO THE POINT OF BEGINNING, CONTAINING 0.14 ACRES (6,276 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND EASEMENTS OF RECORD.

100

SCALE (FEET)

S 35°13'30" W 20.00'-

PART OF DEED BK. 2018 PG. 2822

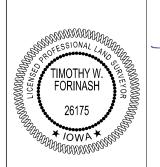
Fnd 5/8" Iron Rod Red Cap #8655

OWNER

MICHAEL W. & EMILY M. KRAUS

I FGFND

LLOLIND		
Survey	<u>Found</u>	Set
Section Corner 1/2" Rebar, Pink Plastic Cap#26175 (Unless Otherwise Noted)	•	Δ
Platted Distance	Р	
Measured Bearing & Distance	М	
Recorded As	R	
Deed Distance	D	
Calculated Distance	_	



I hereby certify that this land surveying document was prepared and the related 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 Professional Land Surveyor under the laws of the state of loward.

PLAT OF SURVEY BK. 1999 PG. 0722

toring St 1/08/2025

Timothy W. Forinash, P.L.S. Date

License Number 26175

My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:

Sheets 1 and 2

OF DEED BK. 124 PG. 318

Red Cap #8655

300

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South Line Parcel 99-19

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<u>'</u>49<u>'</u>

POINT OF BEGINNING SW'ly Corner Parcel 99-19 Fnd 5/8" Iron Rod

PART OF THE SE 1/4 SE 1/4 SEC. 22-86-03

INGRESS/EGRESS EASEMENT PLAT

SNYDER & ASSOCIATES, INC.

Engineers and Planners

900 BELL DRIVE SW CEDAR RAPIDS, IA 52404 (319-362-9394) PN: 121,1109

DATE: 01-08-2025 PM/TECH: NE/TWF

1 OF 2

SHEET

City Council Meeting Prep. Date: 4/1/2025 Preparer: Sally Hinrichsen



Agenda Item: # 22 Agenda Date: 4/7/2025

Communication Page

Agenda Items Description: Resolution reporting all employees' wages for calendar year ending December

31, 2024	
Type of Action Requested: Motion; Resolution;	Ordinance; Report; Public Hearing; Closed Session
Attachments & Enclosures:	Fiscal Impact:
Resolution	Budget Line Item:
100001	Budget Summary:

Expenditure: Revenue:

Synopsis: State law mandates publishing of annual wages of City Employees.

Background Information: The wages of City Employees through December 31, 2024 are set out in the proposed resolution. The publishing of this resolution is a State Code requirement, and the format proposed is consistent with State requirements and past practices of the City.

<u>Staff Recommendation</u>: It is recommended that the proposed resolution be approved.

RESOLUTION NO. 2025-

The City Council of the City of Monticello, Iowa, a municipality organized and existing under the laws of the State of Iowa, met in regular session at the City Council Chambers, Monticello, Iowa, beginning at 6:00 p.m. on the 7^{th} day of April, 2025.

Whereupon, the Mayor declared the following Resolution duly adopted. A Resolution reporting all employees' wages for calendar year ending December 31, 2024.

Ludia D. Ablaiche	4049.76	Dool	Jordan M. Koos	01470 57	Delies
Lydia R. Ahlrichs	4048.76		Jordan M. Koos	81470.57	
Joseph C. Bayne	2499.96	Fire	Lacie R. Koppes	2795.64	Pool
Christian M. Bell	6021.00	Ambulance	Karle J. Kramer	1567.64	
Zebulyn C. Bowser	53189.58	Streets	Carter J. Kuehler	1081.38	Pool
Faith D. Brehm	44772.00	Library	Carlos J. Lagunes-Torres	1222.33	Pool
Joshua J. Brenneman	3600.00	Council	Zoe R. Lagunes-Reynolds	1170.00	Pool
Scott S. Brighton	3600.00	Council	Candy K. Langerman	3600.00	Council
Sawyer J. Brokaw	7293.88	Cem/Parks Seasonal		2800.82	Pool
Brian P. Bronemann	7678.90	Ambulance	Lori M. Lynch	84121.66	Ambulance
Zachary C. Buehler	3864.64	Police	Coletta A. Matson	75153.54	
Allisen E. Capron	1132.63	Pool	Daniel J. McDonald	55390.18	Cemetery/Streets
Collin L. Cashner	1157.50	Pool	Keziah S. McQuillen	1770.00	Parks - Seasonal
Marlee M. Chapman	3178.88	Pool	Kody J. Miles	1384.00	Ambulance
Skylar R. Christensen	1962.50	Pool/MBC	Cole R. Millard	67368.17	Police
Cheryl M. Clark	58694.82	Clerk's Office	Jacob P. Miller	4201.39	Pool
Jamie L. Coleman	67850.58	Ambulance	Chloe A. Mogensen	10319.76	Ambulance
Gabriella A. Donovan	105.06	Pool	Adalyn M. Monk	1358.13	Pool
Reece J. Drew	411.00	Pool	Sky J. Monty	13990.26	Ambulance
Grace K. Dupuy	41590.23	MBC	Addison N. Norton	615.00	Pool
Macy L. Dusakek	1197.00	Pool	Amanda S. Norton	4060.20	Ambulance
Jacob D. Ellwood	3600.00	Council	Billy J. Norton	2000.04	Fire
Triniti N. Etzel	748.00	Ambulance	Jacob J. Oswald	65196.12	MBC
Russell W. Farnum	100100.04	City Admin.	Kaleb J. Payne	79.20	Ambulance
Jill K. Flynn	11428.93	Pool	Wayne C. Peach	6000.00	Mayor
Stella M. Flynn	2489.81	Pool	Mary M. Phelan	3600.00	Council
Sullivan T. Flynn	754.07	Pool	Kyle J. Pierson	3778.23	Ambulance
Jordan M. Fullerton	23092.43	Ambulance	Shannon L. Poe	1258.40	
Grant J. Gassman	759.50	Pool	Daniel S. Poirier	3341.55	
Taylor E. Gassman	2440.83	Pool	Cory J. Reyner	5364.00	
Ella J. Glawatz	3086.38	Pool	Gage R. Rickels	1664.13	Pool/MBC
David J. Goedken	3600.00	Council	Samantha J. Ruchti	2110.06	Pool
Jacob R. Gravel	52044.65	Streets/Sanitation	John T. Russ	1500.00	Fire
Dawn M. Graver	75377.29	Police	Peyton J. Schilling	3038.58	Parks - Seasonal
Scott M. Hagen	54946.20	Water/Sewer	Hunter A. Schmidt	2363.44	
Mason M. Hanson	20194.68	Ambulance	Brynn E. Schmit	1818.00	Pool
Emma K. Hardersen	1092.50	Pool	Penny M. Schmit	39894.12	Library
Ronald E. Herman, Jr.		Ambulance	Alexis N. Schneiter	2106.00	
Sally M. Hinrichsen		Clerk's Office	Emma J. Schwendinger	5420.23	
Erik J. Honda	81669.53	Police	Jasper P. Scott	52233.77	Streets
Samual A. Hunt	788.00	Ambulance	Shirlee M. Scott	45173.18	Ambulance
Molli J. Hunter	33134.40	Library	Keanan D. Shannon	19281.24	Police
Sonya M. Johnson	4051.90	Ambulance	Kendall L. Siebels	1396.49	Pool
Nicholas L. Kahler		Public Works Dir.		9186681	
	65465.53		Britt D. Smith River H. Smith		Police
Brandon J, Kent		Ambulance		3166.64	Pool/MPC
Austin J. Koch		Ambulance	Marissa L. Speltz	1132.50	Pool/MBC
Jayna K. Koffron	25507.02	Ambulance	Jessica R. Stadtmueller	208.25	Pool

Jacqueline R. Stadtmueller	3060.00	Library - Seasonal	Reginald B. Welter	11832.00	Ambulance
Katherine M. Stadtmueller	2583.00	Pool	Brock A. Westphal	2734.82	Pool
Madonna M. Staner	45640.11	Police/Local Access	Ambrose M. Williams	5606.25	Parks - Seasonal
Brian J. Tate	90130.31	Police	Anthony B. Williams	7665.04	Cemetery - Seasonal
James D. Tjaden	74955.58	Water/Sewer	Joshua J. Willms	56039.16	Water/Sewer
Karley J. Tobiason	1375.00	Pool	Abigail I. Wright	1932.44	Pool
Hayden M. Tompkins	275.63	Pool	Lily R. Wright	827.50	Pool
Nanci R. Tuel	52700.30	Clerk's Office	Curtis D. Wyman	41239.29	Ambulance

This resolution passed and approved this 7^{th} day of April, 2025.

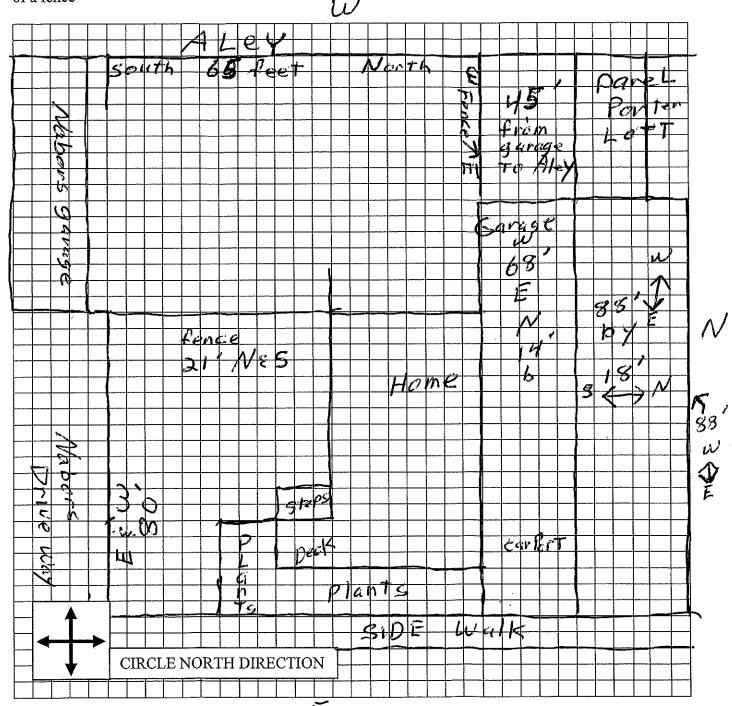
	Wayne Peach, Mayor	
Sally Hinrichsen City Clerk	<u> </u>	



Building Perm	, Monticello, IA		
	City/State Phone:	Owner: DAWID P. J. Address: 410 South A. Zip Code: Monticella 319-480-9829 dlumpy 790 gma	<u> </u>
Please identify a	_	l sub-contractors that will b if more contractors than sp	2 2
Contractor: City/State/Zip Code: Phone:		Contractor: City/State/Zip Code: Phone:	·
Contractor: City/State/Zip Code: Phone:		Contractor: City/State/Zip Code: Phone:	
Electrical: City/State/Zip Code: Phone: License Number		HVAC/Plumbing: City/State/Zip Code: Phone: License Number:	
Project Description Chain Lin and Private Livere the By Diz E	k fence ins cy fence in e last Priv	taled on North & taled on Property Gence was and Payed him on	scuth Prepay Lime y Lime in Back Yard. Installed in 2009 The spot.
New Construction	Dimensions, if ap	oplicable, in square feet	<u>:</u>
Main Level:	Basement:	Garage: A	ccessory Building:

Site Plan:

<u>Site plan Required:</u> If the project covered by this building permit includes new construction, the change of the footprint of an existing structure, the installation or placement of an accessory building, or the installation of a fence



Note: All of these items must be shown on the above site plan:

- 1) Draw all property lines with lot measurements
- 2) Show any street or streets in relation to the lot
- 3) Include a sketch of the new or existing house or structure with dimensions
- 4) Include distances to lot lines

If Residential use, is there an In-Home Business planned? Yes / No If yes, please provide general description:					
Will any fencing be erected? Yes / No If yes, please provide a general description, including desired type of fence, fence height, location on property, etc. was erected in 2007 Due to Tom Yoman.					
Are sump pumps presently installed or intended to be installed in this property? Yes No. If yes, how many and in what locations?					
If yes, please acknowledge your understanding of the following information with your initials:					
Surface water cannot be diverted or piped into the sanitary sewer system. Perimeter tiling is permitted only when such tiles are connected to an existing storm sewer system. The Public Works Director must preapprove the diversion of water into an existing storm sewer. Any and all costs related to the diversion of water to the storm sewer system, including potential City Engineer review, shall be the sole expense of the property owner. Initials:					
Has the property to the best of your knowledge ever been surveyed? Yes No (If yes, please identify the dates of survey and attach a copy of all surveys of record.)					
Have you located the property pins? (Yes) No 18 feet on North efconcrete Pad.					
Have you located the property pins? (Yes) No 18 feet on North efconcrete Pad. South Side Be side Nabors Drive way Staking: The site boundaries and the perimeter of any new structure or location of other improvement must be staked prior to the consideration of the building permit.					
Set Back Acknowledgement: I acknowledge my receipt and understanding of the set-backs that will be required for this project: Initials: in Side of Side walk set Back 16 feet					
Penalty: A penalty of \$100/day will be assessed if permits are not approved prior to the commencement of construction.					

Adjacent Property Acknowledgement: The section of this form entitled Adjacent Property Acknowledgement must be completed and submitted before a building permit will be issued. The purpose of said attachment is to ensure the understanding and agreement of neighboring properties as to the location of property boundaries and, therefore, the placement of proposed improvements in such a fashion as to meet the requirements of the City of Monticello Code of Ordinances.

Adjoining Property Acknowledgement:

Purpose: The purpose of this form is to ascertain whether or not there is agreement amongst adjoining property owners as to the boundaries of their respective lots/properties. It is not necessary that property owners know the exact location of property boundaries, and the signatures of property owners on this form is not an agreement or admission as to the exact location of their boundaries. The signatures of adjoining property owners on this form shall acknowledge their understanding and agreement that the proposed location of any new construction, including a property addition, a fence, an accessory building, etc. as proposed by owner's building permit application, is on the property of the owner, is placed in such a fashion as to be compliant with City set back requirements, and is not otherwise objectionable to the adjoining property owner.

What Happens if there are Objections? In the event that an adjoining property owner refuses to sign this acknowledgement, for any reason, the owner will not be issued a building permit until such time as the City Council has had an opportunity to consider the issue and to thereafter determine if the building permit should be issued. The Council may require that the owner's property be surveyed if deemed necessary to overcome any objections. It will be the sole responsibility of the owner to acquire a survey, if required, and after acquisition, the survey shall be shared with those property owners that previously objected with a renewed request for their signature on this form. If there is continued refusal to sign, the objecting property owner will be given an opportunity to obtain their own survey, at their sole expense, and if they fail to pursue and obtain a survey within fourteen (14) days, unless otherwise extended by the City P.W. Director, the owner's survey shall be considered to be dispositive on the issue, with the building permit to be issued after verification by the owner that they will construct the proposed improvement(s) in such a fashion as to be compliant with the City of Monticello Code of Ordinances, including set-back rules and regulations. If a second survey is obtained by an objecting property owner and the property owners cannot at that point reconcile their differences, the matter may again be brought to the City Council for further consideration. The Council may or may not be able to resolve the conflict at that point, and if the conflict cannot be resolved a building permit will not be issued. The boundary issue will at that point need to be litigated by the parties. City staff will at all times work with the parties to assist them in discussing differences, options, or other terms of agreement.

This form shall be signed by all adjoining property owners, not including the City of Monticello.

I, the undersigned, do hereby swear and affirm, that I have read and understand the above and foregoing form, and further acknowledge my understanding of the proposed improvements proposed by the owner within the Building Permit Application to which this form is attached. By signing this form I agree and consent to the construction or erection of the proposed improvements as proposed based upon my present opinion that the improvements are all located within the property of the owner and, as proposed, meet the set back requirements of the Monticello Code of Ordinances.

1 Horan es	21.2/2	*	22
Name: Wallywe	Date: 3/13/25	Property adjoins to the:	E, W, S, 🛈
Name: ///	Date: 3//7/25	Property adjoins to the:	
Name:	Date:	Property adjoins to the:	E, W, S,
Name:	Date:	Property adjoins to the:	E, W, S, N
Name:	Date:	Property adjoins to the:	E, W, S, N
Name:	Date:	Property adjoins to the:	E, W, S, N

april 7

ACKNOWLEDGEMENT (To Be Signed By Owners)

I hereby acknowledge that I have read and understand the contents of this application and its' attachments.

I hereby affirm that the above and foregoing information is true and correct to the best of my knowledge and belief. I agree to comply with all City Ordinances and State Laws that apply to and/or regulate the proposed construction project.

I acknowledge my understanding that if the proposed construction is not completed within twelve months of the issuance of this building permit that I will need to request a building permit extension with an extension fee of \$100.00. Failure to do so may be treated as a municipal infraction punishable by civil penalties as provided for in Chapter 4 of the Monticello Code.

I also acknowledge my understanding that a Certificate of Occupancy must be received from the City of Monticello before any person may occupy or use any new structure or a structure that has gone through reconstruction or major remodeling.

I also acknowledge my responsibility to understand the requirements of this building permit and my obligation to seek clarification or assistance from City staff should I not fully understand the expectations or requirements.

[&]quot;This employer is an equal opportunity provider & employer"

OFFICE USE ONLY

Eligible for Tax Abatement: Yes/No	Zoning Consistent with intended Use: Yes / No Application for Abatement Provided: Yes / No Explained by:						
Valuation of Project for purposes of Building Permit Fee Determination:							
FEE SUMMARY							
Building Permit Fee (Based on valuation) Other Building Permit Fee ¹ Occupancy Permit Sewer Impact Fee (On new construction only) Water Impact Fee (On new construction only) Park Impact Fee (On new construction only) Sewer Connection Fee Water Connection Fee (Residential) Water Connection Fee (Commercial/Industrial) Total Fees Due at Time Building Permit is Is	\$[\$100] \$[\$100] \$[\$100] \$[\$125] \$[\$125] \$[\$125]						
Permit Approved:	·						
Permit Denied:							
Explanation of Denial:							
Nick Kahler, Director of Public Works	Date						

¹ A \$25.00 fee will apply to all exterior home improvements that do not change or create a footprint. This fee will be applicable in the event of residing, window replacement, deck/porch remodeling, basement/house remodeling, fence installation, swimming pool installation (above or below ground) and storage tanks.

Tauke e-mail received by Council on 3-18-2025:

Subject: Concerns Permit for Fence 3-17-25

I would like to introduce ourselves. We are Kim & Steve Tauke, we live next door to Dave Lumpa. (416 S. Linden) We did not attend the council meeting on Monday night due to work and didn't know what was going to take place. We would like to explain our side of this situation, and ask that you please take a look at our situation before approving Dave's permit for a fence.

- 1. Our driveway is between our house and the property line. There is no extra room left or right. If the fence is approved we will not be able to use our driveway. I am not sure if anyone will be able to get out of the vehicle.
- 2. We have talked to the city a number of times in reference to this fence over the years and have explained our situation.
- 3. Last year at the end of June we agreed to let him put up a temporary fence that is up to the edge of the driveway, and he told us it was only going to be there for 1 month. It is still there. This was for his son's dog to be trained. Didn't make sense but we tried to work with him.
- 4. The dog droppings on his front porch only happened once. For 3+ years we have been pushing the dog droppings off of our driveway. We asked if he could just pick it up. So all we did was collect the dropping for a day and gave it back to him. FYI this happened over a year ago. (Yes we have a dog, but we have a fenced in backyard for our dog.) It was not as dramatic as he explained.
- 5. The junk that he has to look at My husband has been off work since mid February, so we are working on our garage inside. We are insulating and put up plywood on the sides to make it warmer. We moved everything out and got rid of some items and just needed items out of the way until the walls are completed. Normally we don't have anything outside, but the trash cans that are at the rear of the house.

We have lived alongside Dave since he moved in and put up with a lot of things, junk, even damage to our garage with equipment he was using in his yard and never paid for the damages, and more items/situations than you can count. I just don't understand how it is possible to build this fence. when it will make our drive unusable for everyday use. What will it do to the resale value of our house?

situations. Our telephone numbers are Kim 319-	Steve 319-
him during the day. We aren't people to cause issues, we are	e just drained of all
are talking about. Steve is off work until March 28 so you can	stop in and talk to
I hope you take the time to stop at our residence 416 S. Linde	en and see what we

Kim & Steve Tauke

City Council Meeting Prep. Date: 4/2/2025 Preparer: Sally Hinrichsen



Agenda Item: # 24-33 Agenda Date: 4/7/2025

Communication Page

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

Reports / Potential Actions:

- 24.Mayor
- 25.City Engineer
- 26.City Administrator
- 27. Public Works Director
- 28. Police Chief
- 29. Water/Wastewater Superintendent
- 30.Park and Recreation Director
- 31.Library Director
- 32. Ambulance Director
- 33.City Clerk
 - a. IDOT paving project on US-151 from IA-13 to US-61



IOWA DEPARTMENT OF TRANSPORTATION DIVISION/BUREAU

5455 Kirkwood Blvd. SW Cedar Rapids, IA 52404 319-364-0235 www.iowadot.gov

March 18, 2025 Ref: NHSN-151-3(181)--2R-57

Dear City Council:

This is official notification to your City Council that the Iowa Department of Transportation (DOT) proposes to let the project as referenced above on March 18, 2025. This project, or a portion thereof, lies within your city. The project is proposed for construction during 2025 and will consist of PCC patching on US-151 from IA-13 to US-61.

The work will be done in accord with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund and no charges will be made against the city.

The contract will be administered by the Manchester Resident Construction Engineer's Office. If the City would like to be notified of the preconstruction meeting schedule, contractor's proposed work schedule, or has any other questions and/or concerns, please contact Hugh Holak, P.E., Resident Construction Engineer of the Manchester RCE Office by calling 563-927-2397, or by email at hugh.holak@iowadot.us

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for the Council members. If you have any questions concerning the work involved, please contact this office as soon as possible to expedite any possible changes.

Sincerely yours,

Jesse Tibodeau, P.E. Assistant District Engineer

JLT:JWP

To: Rachel Bolender, City Clerk, City of Marion
Dee Wagaman, City Clerk, City of Springville
Jeana Less-David, City Clerk, City of Anamosa
Sally Hinrichsen, City Clerk, City of Monticello
Samie Simon, City Clerk, City of Cascade
Adrienne Breitfelder, City Clerk, City of Dubuque

Cc: Jim Schnoebelen, P.E., Iowa DOT District Engineer, District 6 Jesse Tibodeau, P.E., Iowa DOT Assistant District Engineer, District 6 Danielle Alvarez, P.E., Iowa DOT District Construction Engineer, District 6 Hugh Holak P.E., Manchester Resident Construction Engineer, Manchester RCE Office Brian Stelken, Iowa DOT Engineering Tech Senior, Manchester RCE Office



KIM REYNOLDS, GOVERNOR

SCOTT MARLER, IOWA DOT DIRECTOR

IOWA DEPARTMENT OF TRANSPORTATION
DIVISION/BUREAU
5455 Kirkwood Blvd. SW
Cedar Rapids, IA 52404

319-364-0235 www.iowadot.gov

Diane Recker, Iowa DOT Engineering Office Assistant, Manchester RCE Office Tom Storey, Iowa DOT Area Engineer, District 6 Office Seth Kjormoe, Iowa DOT Area Engineer, District 6 Office City Council Meeting Prep. Date: 04/02/2025 Preparer: Russell Farnum



Agenda Item: # 34 Agenda Date: 04/07/2025

Communication Page

Agenda Items Description: Worksession on Traffic Planning					
Type of Action Requested:					
Attachments & Enclosures:		Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue:			

Summary:

Council members have asked the City Engineer to discuss with Council general traffic planning issues and baselines for planning improvements such as traffic signals.

Patrick Schwickerath with Snyder & Associates will be present at the April 7 Council meeting and will review the principles and planning for various intersection improvements.

Questions, concerns and discussion are welcome.