

City of Monticello, Iowa

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Posted on May 17, 2019 at 5:00 p.m.

Monticello City Council Regular Meeting May 20, 2019 @ 6:00 p.m.

Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

| | | | |
|----------------------|-----------------|----------------------------|----------------------|
| Mayor: | Brian Wolken | City Administrator: | Doug Herman |
| City Council: | | Staff: | |
| At Large: | Dave Goedken | City Clerk/Treas.: | Sally Hinrichsen |
| At Large: | Brenda Hanken | Public Works Dir.: | Nick Kahler |
| Ward #1: | Rob Paulson | City Engineer: | Patrick Schwickerath |
| Ward #2: | Candy Langerman | Police Chief: | Britt Smith |
| Ward #3: | Chris Lux | Ambulance Dir.: | Dawn Brus |
| Ward #4: | Tom Yeoman | | |

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

Mayoral Proclamation: National Small Business Week Proclamation

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 | May | 06, 2019 |
| Approval of Payroll | May | 09, 2019 |
| Approval of Bill List | | |
| Approval of Treasurer's Report April, 2019 | | |

Motions: None

Public Hearings and Associated Resolutions: None

Resolutions:

1. **Resolution** to approve additional payment to Anderson Ladd, Inc. related to the Berndes Center Floor replacement project.
2. **Resolution** to approve purchase of mower for Cemetery, Streets, Park & Rec. usage.
3. **Resolution** to approve signage request received from "Riverside Apartments".
4. **Resolution** to approve request of Monticello Nursing and Rehab. to have urban chickens.
5. **Resolution** to approve wage increase for Jim Tjaden, Superintendent of Sewer and Water Departments.

Ordinances: None

Reports / Potential Action:

- Engineer Report
- Administrator Report
 - Compost Site Update
 - N. Sycamore / 4th Street Lighting Update
 - Additional 7th Street Reconstruction Work
 - Schoon Addition Letter
 - Berndes Center HVAC Schedule
 - Main Street Iowa update
 - City Fountain
 - Hometown Pride
 - Monti in Motion
 - FAA Property Buyout Discussion
 - City Attorney Discussion

Work Session (If desired or could be moved to June 3rd meeting)

- 6th Street Ditch discussion

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

Regular Council Meeting – Official
May 6, 2019 – 6:00 P.M.
Community Media Center

Mayor Brian Wolken called the meeting to order. Council present: Dave Goedken, Brenda Hanken, Rob Paulson, Candy Langerman and Chris Lux. Also present were City Administrator Doug Herman, City Clerk Sally Hinrichsen, Public Works Director Nick Kahler, Police Chief Britt Smith and City Engineer Patrick Schwickerath. Council Member Tom Yeoman was absent.

Lux moved to approve the agenda, with the correction on item #7, correcting the reference to Meade Farm Lane to Spring Farm Lane, Paulson seconded, roll call unanimous.

Monticello Chamber Of Commerce Director Jan Hoag requested that the Mayor proclaim the week of May 5 through May 11, 2019 as National Small Business Week. Mayor Wolken read out loud and signed the Proclamation.

During Open Forum, Herman explained that Devin Fagan, 811 Southaven Dr. has submitted a building permit application to install a fence and that her property abuts Monticello Nursing Home Property. Herman reported that neighboring property owners are required to sign Building Permit Applications acknowledging their agreement with the location of the property boundaries. If a neighbor hasn't signed within 14 days of their signature being requested the Council may consider the approval of the permit. Fagan explained that the Nursing Home has not signed the Application after having it for eight weeks. Herman suggested that Fagan place flags where she believes her property line is located and Herman will ask the Nursing Home to inspect the flags to determine whether or not they agree with her determination.

Lux moved to approve the consent agenda, Langerman seconded, roll call unanimous.

Library Director Michelle Turnis reviewed the Library's fiscal year 2019 revenue and expenses to date. Lux moved to authorize the transfer of the remaining budget appropriation of \$2,500 to the Monticello Public Library for fiscal year 2019, Hanken seconded, roll call unanimous.

Mayor Wolken opened the public hearing on proposed budget amendments for fiscal year 2019. No public comments were received, and staff reported no oral or written comments were received. Herman reviewed the proposed amendments. Hanken questioned the use of FACC funds towards the fountain and questioned in the pool would need equipment in the future. Herman explained that the FACC funds have been approved by the Council for the Fountain restoration project. He also indicated that the aquatic center will always have equipment needs. Mayor Wolken closed the public hearing. Goedken moved to approve Resolution #19-57 Amending the Current Budget for Fiscal Year ending June 30, 2019, Lux seconded, roll call unanimous except Hanken who voted nay.

Herman explained that the City is obligated under the Iowa Code to collect yard waste or to provide a location for residents to take it. Herman indicated that the Jones County P & Z Board recommended to the Board of Supervisors that the parcel intended to be purchased by the City for a yard waste compost site be re-zoned to Public Use subject to certain conditions that were set out in a Conditional Rezoning Agreement that Herman reviewed with the Council. The Board of Supervisors will hold a Public Hearing on May 14th at 9:15 a.m. to consider the P & Z recommendation to rezone the property. Herman explained that the Iowa DNR had approved

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the City's plans for yard waste and composting at the proposed site. Hanken questioned if the City already purchased the property. Herman stated the Council approved the purchase pending rezoning approval. Goedken moved to approve Resolution #19-58 Approving Conditional Rezoning Agreement related to proposed Yard Waste / Compost site, Lux seconded, roll call unanimous.

Herman reported that he forwarded a letter he received from Bob Shimanek to the City Council wherein Shimanek requested to be exempt from City Property taxes on his home and eighteen adjacent acres. Herman explained that he was not aware of any legal basis or authority to "waive" property taxes as requested. Herman also contacted Attorney Patrick O'Connell, Lynch, Dallas, P.C. for a legal opinion on Shimanek's request which he delivered to the Council. Herman explained that O'Connell's opinion was consistent with his and that the only legal means of relieving Shimanek of City tax liability would be to sever his property from the City. Herman reported key facts, such as: water, sewer and garbage are all readily available to Shimanek's home if they chose to utilize them (Noting these services are paid by fees and not property taxes); when Shimaneks leave their driveway they are on a City Street that is maintained by the City; and that Monticello Police, Fire and Ambulance serve this property. Bob Shimanek, 22010 Meade Farm Ln, stated that they are on the edge of the City limits and do not receive water, sewer, garbage or other benefits provided to residents. Herman again explained that water and sewer mains are located on Valley Drive and may be connected to Shimanek's home at his choosing and that Herman offered sanitation collection services to Shimanek which he declined. Herman also explained that property taxes are not used to cover the cost of water, sewer, or garbage, that those services are covered by fees; fees that Shimanek is not paying. Hanken moved to approve Resolution #19-59 Approving Bob Shimanek request for waiver of Property Taxes on City owed property, seconded by Paulson. Roll call vote, Hanken and Paulson voted aye and Goedken, Langerman and Lux voted nay. Motion failed.

Lux moved to approve Resolution #19-60 Approving Tyler and Jayme Freye Tax Abatement Application related to Residential Improvements constructed at 960 Valley Drive, Monticello, Iowa, Goedken seconded, roll call unanimous except Hanken who voted nay.

Herman reported receiving a request from Mitch Monk to re-zone a lot on Spring Farm Lane from R-1 to R-3 to allow for the construction of a two unit Condominium. P & Z reviewed and recommended that the property be re-zoned to R-3 for the specific purpose of building a two unit condominium. Goedken moved to approve Resolution #19-61 Scheduling Public Hearing on the proposed Re-Zoning of property located on Spring Farm Lane, known as Parcel 227426003, from R-1 Single Family Residential to R-3 Condominium Development for June 3, 2019 at 6:00 p.m., Langerman seconded, roll call unanimous.

Herman reported that P & Z reviewed and recommended approval of the Plat of Survey to Parcels 2019-32 and 2019-33. Goedken moved to approve Resolution #19-62 Approving Plat of Survey to Parcels 2019-32 and 2019-33, Lux seconded, roll call unanimous.

Herman reviewed the proposed Development Agreement with Mike Beck and his partners related to the Truck Wash project. Beck was included in the Development Agreement when Kardes 151 was built and had a set timeline to develop the lot. However due to changes in TIF laws and a desire for additional terms including a Sanitary Sewer Composite Sampler Grant Payment and water and sewer rates the City needs to go through a process to modify the original agreement and to update the Urban Renewal Plan. Herman explained to the Council

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that he needed to investigate further whether or not the City could offer the developer reduced rates for water and sewer. Lux moved to approve Resolution 19-63 to preliminarily approve Development Agreement, as Amended, between City of Monticello and Mike Beck and scheduling a Public Hearing on the proposed agreement, Goedken seconded. Roll call unanimous.

Langerman moved to approve Resolution #19-64 Scheduling Public Hearing on proposed amendments to the Monticello Urban Renewal Plan for June 3, 2019 at 6:00 p.m., Lux seconded, roll call unanimous.

Goedken moved to approve Resolution #19-65 to Approve Pay Request #2 from Eastern Iowa Excavating & Concrete related to Willow Park Trail Project in the amount of 9,094.50, Lux seconded, roll call unanimous.

Goedken moved to approve Resolution #19-66 Approving Pay Request #1 from Horsfield Construction, Inc related to North Sycamore Street Reconstruction Project in the amount of \$171,546.91, Langerman seconded, roll call unanimous. Approval was recommended by City Engineer.

Herman reviewed Change Order #1 from Horsfield Construction related to North Sycamore Street Reconstruction Project tied to the decision to only install six period light fixtures and was recommended for approval by the City Engineer. Goedken moved to approve Resolution #19-67 Approving Change Order #1 in the amount of \$47,530.00 submitted by Horsfield Construction, Inc related to North Sycamore Street Reconstruction Project, Langerman seconded, roll call unanimous.

Herman reported that due to limited ROW near the intersection of 4th Street for other required infrastructure that the existing Alliant pole with streetlight needed to be relocated. Alliant can move the pole and light to the West at no cost to the City, however the light would shine down on the south side of 4th Street and not on the intersection of 4th and Sycamore Streets. Another option is to move the fixture to the NE corner of that intersection and underground the wires in a northerly direction to other remaining Alliant poles at a cost of \$6,262.00. The third option is to install a 7th period fixture at that intersection as originally planned at a cost of \$3,370. Goedken moved to table the proposed Resolution until it was clear how far the Alliant pole and light would need to be moved from the intersection, Lux seconded, roll call unanimous.

Goedken moved to approve Resolution #19-68 authorizing and approving a certain Loan Agreement, providing for the issuance of \$2,500,000 General Obligation Corporate Purpose Bonds, Series 2019, and providing for the levy of taxes to pay the same, Langerman seconded, roll call unanimous.

Goedken moved to approve Resolution #19-69 consenting to assignment of Trustee Agent Agreements; Escrow Agent Agreements; and/or Paying Agent and Registrar and Transfer Agent Agreements, Lux seconded, roll call unanimous.

Herman and Jones County Economic Development Director Derek Lumsden reviewed the Main Street Iowa program; steps and plans to move forward and proposed area for the Main Street program. The program requires that a Main Street Director be hired for at least 25 hours per week. Goedken moved to approve Resolution 19-70 authorizing participation in the Main Street

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Iowa program, acknowledging City understanding that it will be expected to participate in the development of the program and to financially support the program, and that a City official will be appointed to represent the City on the local Main Street governing board of directors, Lux seconded, roll call unanimous.

Herman reviewed two sealcoating bids associated with Diamond Drive and Schoon Addition. Council discussed possibly doing a cost share project with the property owners who requested curb and gutter to prevent water running downhill through their property. Herman will contact two property owners to gauge interest. Sealcoating work should commence relatively soon. Goedken moved to approve Resolution #19-71 Approving contracting with LL Pelling Co to complete sealcoating project on Diamond Drive and Schoon Addition, Langerman seconded, roll call unanimous.

Herman stated the new floor installed by Anderson Ladd in the Berndes Center was not initially installed to specification. The City agreed on corrective measures that were taken and the floor is performing well. Goedken moved to approve Resolution #19-72 to approve final payment to Anderson Ladd, Inc. related to Berndes Center floor project, Lux seconded, roll call unanimous.

Herman reported Maryville Family Partnership would like to assign their Development Agreement with the City related to the former John McDonald Hospital to a new property owner. Herman explained that the new owner would be subject to all the terms and conditions of the agreement to remain eligible for incentives. Goedken moved to approve Resolution #19-73 to approve assignment of Development Agreement between City of Monticello and Maryville Family Partnership to new property owner (John McDonald Building), Langerman seconded, roll call unanimous.

Herman reported that Park and Recreation Director Jacob Oswald and Assistant Director Shannon Poe were of the opinion that they could mow some additional City property in addition to the John Baty Disc Golf Course such as Northridge retention area and Jacob's Park. Herman explained that the contract between the City and Steve Monk Construction provides that they will mow Jacob's Park and in Herman's opinion more notice would need to be given to Monks to change the contract language. Goedken had concerns with the City taking over more mowing. Herman questioned whether it made sense for the Park and Rec. Department to do additional mowing and whether the City would benefit from purchasing a new mower. Kahler reported that the Cemetery mower was currently 4 years old and that the sewer plant has the old Cemetery mower. Herman also indicated that he was exploring the utilization of inmates from the Anamosa Reformatory to help with trimming and mowing at the Cemetery. Lux moved to table resolution to purchase a mower for the Cemetery and Park & Rec departments, Goedken seconded, roll call unanimous.

Schwickerath updated the Council on the N. Sycamore Street Reconstruction Project.

Herman reviewed potential assessments for the balance of the 7th Street property owners between N Cedar and N Maple Streets if the Council decided to add the balance of 7th Street to the N. Sycamore Street Reconstruction Project. Herman will contact affected property owners to gauge their interest.

Herman verified with the City Council that they were okay with the temporary use of City ROW for Garden Center signage.

Herman explained that the Council approved the Orbis development agreement amendment at the last meeting and that it included two payment options, one being a single payment in the amount of \$53,000 if paid this year or four grant payments totaling \$79,342 over four years. Consensus of the Council was to move forward with the one-time payment if acceptable with Orbis.

Herman explained that the structural engineer hired by the City to inspect the Compadres building recommended demolition. While the building could be saved the engineer expressed the opinion that the cost of saving may exceed the cost of demolition and new construction. Herman will look into potential grant funding and will speak with adjacent property owners to gauge any interest on their part in the property.

The Council agreed to hold a 6th Street Ditch work session following one of the next two Council meetings.

Herman reported the Code Book review is almost complete and hopes to have recommendations to the Council during a June Council meeting.

Herman reported that Elliott Equipment has expressed interest in purchasing one or both of the City garbage trucks. A decision on the sale of one or both of the trucks can be made after final decisions on the yard waste compost site and yard waste collection.

Herman indicated that he would contact Josh Iben to see when Fountain Park restoration will commence. The plan is to have the Fountain operational by July 1st.

Herman had committee meeting with Hometown Pride and reported that they were excited about the Iowa Main Street program. He also reported that the Monti in Motion car show is scheduled for June 8th.

Herman reported that Lloyd Welter is looking for property on which to build more condominiums similar to those he has already built. In looking around the community Herman identified a parcel of City owned property near Riverside Gardens that has little to no city use that could maybe be made available for sale. If interested in selling the property, the City would need to hold a public hearing and take bids.

Lux inquired on behalf of the 4th of July Parade Committee whether the Mayor or Council would ride in this year's parade. They need to know soon, so that signage can be made.

Lux moved to adjourn at 8:32 P.M.

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

PAYROLL - MAY 9, 2019

| DEPARTMENT | GROSS PAY | OT PAY | COMP HRS. ACCRUED | COMP TOTAL | NET PAY |
|------------------------|------------------------------|-----------------|----------------------|---------------|---------------------|
| AMBULANCE | Apr. 22 - May 5, 2019 | | | | |
| Evan Barry | \$ 229.80 | \$ - | 0.00 | 0.00 | \$ 194.57 |
| Christian Bell | 124.04 | - | 0.00 | 0.00 | 106.10 |
| Jeremy Bell | 459.60 | - | 0.00 | 0.00 | 356.93 |
| Brian Bronemann | 79.20 | - | 0.00 | 0.00 | 67.75 |
| Carter Bronemann | 634.50 | - | 0.00 | 0.00 | 462.80 |
| Dawn Brus | 1,140.00 | - | 0.00 | 0.00 | 834.68 |
| Drew Haag | 143.64 | - | 0.00 | 0.00 | 122.87 |
| Jessica Heasty | 97.92 | - | 0.00 | 0.00 | 83.76 |
| Ben Hein | 69.12 | - | 0.00 | 0.00 | 59.12 |
| Mary Intlekofer | 1,860.60 | - | 0.00 | 1.13 | 1,252.50 |
| Dean Jensen | 507.60 | - | 0.00 | 0.00 | 421.28 |
| Brandon Kent | 1,860.60 | - | 0.00 | 0.00 | 1,190.43 |
| Jim Luensman | 664.50 | - | 0.00 | 0.00 | 503.10 |
| Lori Lynch | 1,860.60 | - | 0.00 | 0.00 | 1,236.80 |
| Dave McNeill | 167.68 | - | 0.00 | 0.00 | 143.43 |
| Mandy Norton | 355.08 | - | 0.00 | 0.00 | 280.27 |
| Shelly Searles | 1,860.60 | - | 0.00 | 0.00 | 1,292.27 |
| Jeffrey Silver | 1,522.80 | - | 0.00 | 0.00 | 1,141.70 |
| Brenda Surom | 531.60 | - | 0.00 | 0.00 | 400.65 |
| Chris Szymanowski | 1,776.60 | - | 0.00 | 0.00 | 1,147.03 |
| TOTAL AMBULANCE | \$ 15,946.08 | \$ - | 0.00 | 1.13 | \$ 11,298.04 |
| CEMETERY | Apr. 20 - May 3, 2019 | | | | |
| Dan McDonald | \$ 1,683.38 | \$ 75.38 | 0.00 | 0.00 | \$ 1,198.08 |
| TOTAL CEMETERY | \$ 1,683.38 | \$ 75.38 | 0.00 | 0.00 | \$ 1,198.08 |
| CITY HALL | Apr. 21 - May 4, 2019 | | | | |
| Cheryl Clark | \$ 1,636.00 | \$ - | 1.13 | 4.00 | \$ 1,085.72 |
| Doug Herman | 3,720.71 | - | 0.00 | 0.00 | 2,685.82 |
| Sally Hinrichsen | 2,427.38 | - | 0.00 | 0.00 | 1,624.60 |
| Nanci Tuel | 1,402.54 | 6.54 | 0.00 | 0.00 | 901.78 |
| TOTAL CITY HALL | \$ 9,186.63 | \$ 6.54 | 1.13 | 4.00 | \$ 6,297.92 |
| FIRE | | | | | |
| Drew Haag | \$ 100.00 | \$ - | 0.00 | 0.00 | \$ 85.54 |
| Nick Kahier | 60.00 | - | 0.00 | 0.00 | 51.32 |
| Don McCarthy | 125.00 | - | 0.00 | 0.00 | 106.93 |
| Billy Norton | 100.00 | - | 0.00 | 0.00 | 85.54 |
| TOTAL FIRE | \$ 385.00 | \$ - | 0.00 | 0.00 | \$ 329.33 |
| LIBRARY | Apr. 22 - May 5, 2019 | | | | |
| Molli Hunter | \$ 323.03 | \$ - | 0.00 | 0.00 | \$ 274.00 |
| Penny Schmit | 1,000.01 | - | 0.00 | 0.00 | 734.69 |
| Madonna Thoma-Kremer | 920.01 | - | 0.00 | 0.00 | 740.44 |
| Michelle Turnis | 1,538.46 | - | 0.00 | 0.00 | 949.55 |
| TOTAL LIBRARY | \$ 3,781.51 | \$ - | 0.00 | 0.00 | \$ 2,698.68 |

PAYROLL - MAY 9, 2019

| DEPARTMENT | GROSS PAY | OT PAY | COMP HRS. ACCRUED | COMP TOTAL | NET PAY |
|---------------------------|------------------------------|------------------|----------------------|---------------|---------------------|
| MBC | Apr. 22 - May 5, 2019 | | | | |
| Jacob Oswald | \$ 1,846.15 | \$ - | 0.00 | 0.00 | \$ 1,390.97 |
| Shannon Poe | 1,538.46 | - | 0.00 | 0.00 | 1,049.52 |
| TOTAL MBC | \$ 3,384.61 | \$ - | 0.00 | 0.00 | \$ 2,440.49 |
| POLICE | Apr. 22 - May 5, 2019 | | | | |
| Peter Fleming | \$ 1,805.16 | \$ - | 3.50 | 20.50 | \$ 1,295.49 |
| Dawn Graver | 2,015.05 | - | 0.00 | 0.00 | 1,443.42 |
| Erik Honda | 1,914.36 | - | 0.00 | 6.00 | 1,431.23 |
| Jordan Koos | 2,151.24 | - | 0.00 | 24.00 | 1,566.65 |
| Britt Smith | 2,504.65 | - | 0.00 | 0.00 | 1,834.15 |
| Madonna Staner | 1,450.41 | - | 0.00 | 0.00 | 1,097.50 |
| Brian Tate | 2,197.13 | 37.67 | 0.00 | 0.00 | 1,464.54 |
| Robert Urbain | 2,031.80 | - | 0.00 | 0.00 | 1,464.43 |
| TOTAL POLICE | \$ 16,069.80 | \$ 37.67 | 3.50 | 50.50 | \$ 11,597.41 |
| ROAD USE | Apr. 20 - May 3, 2019 | | | | |
| Zeb Bowser | \$ 1,608.00 | \$ - | 0.00 | 0.00 | \$ 1,163.22 |
| TOTAL ROAD USE | \$ 1,608.00 | \$ - | 0.00 | 0.00 | \$ 1,163.22 |
| SANITATION | Apr. 20 - May 3, 2019 | | | | |
| Michael Boyson | \$ 1,584.00 | \$ - | 0.00 | 0.00 | \$ 1,093.03 |
| Nick Kahler | 1,751.30 | 63.30 | 0.00 | 0.00 | 1,181.58 |
| TOTAL SANITATION | \$ 3,335.30 | \$ 63.30 | 0.00 | 0.00 | \$ 2,274.61 |
| SEWER | Apr. 20 - May 3, 2019 | | | | |
| Tim Schultz | \$ 1,668.01 | \$ - | 0.00 | 26.25 | \$ 1,151.41 |
| Jim Tjaden | 1,936.00 | - | 0.00 | 0.00 | 1,393.15 |
| TOTAL SEWER | \$ 3,604.01 | \$ - | 0.00 | 26.25 | \$ 2,544.56 |
| WATER | Apr. 20 - May 3, 2019 | | | | |
| Daniel Pike | \$ 1,626.80 | \$ 58.80 | 0.00 | 12.50 | \$ 1,179.08 |
| TOTAL WATER | \$ 1,626.80 | \$ 58.80 | 0.00 | 12.50 | \$ 1,179.08 |
| TOTAL - ALL DEPTS. | \$ 60,611.12 | \$ 241.69 | 4.63 | 94.38 | \$ 43,021.42 |

City of Monticello
Cash On Hand By Bank
For April 30, 2019

| Bank | | | | | |
|-----------------------------------|----------------|---------------|---------------|----------------------|--|
| Account type & number | Amount | Interest rate | Maturity date | Length of investment | Purpose |
| F & M Bank | | | | | |
| Total by Bank | \$0.00 | | | | |
| Citizens State Bank | | | | | |
| Savings # 6025641 | \$237.80 | 0.150 | N/A | | Earl F Lehmann Trust |
| Total by Bank | \$237.80 | | | | |
| Dutrac Credit Union | | | | | |
| Savings #227064-2 | \$5.00 | | N/A | | General Fund Slavka Gehret/Bidwell |
| CD #227064-2 | \$150,000.00 | 3.100 | 4/15/2020 | | |
| Total by Bank | \$150,005.00 | | | | |
| Regions Banks | | | | | |
| Checking # 0002959379 | \$6,178.38 | | N/A | | Soldiers Memorial Soldiers Memorial |
| CD #89100344 | \$6,454.05 | 0.05 | 8/18/2019 | 212 days | |
| Total by Bank | \$12,632.43 | | | | |
| Fidelity Bank & Trust | | | | | |
| CD #129109 | \$300,000.00 | 2.652 | 6/22/2019 | 12 months | Fire/Cem Perp Care |
| | \$300,000.00 | | | | |
| Ohnward Bank & Trust | | | | | |
| General Ckg/Sweep #40002008 | \$1,215,872.05 | 2.44 | N/A | | General Checking |
| Property Tax & Water #40001992 | \$3,033,217.47 | 2.44 | N/A | | General Savings |
| Total by Bank | \$4,249,089.52 | | | | |
| Total Cash on Hand- All Banks | \$4,711,964.75 | | | | |
| Plus Petty Cash | \$785.00 | | | | Clerk's Office, Library, Aquatic Center and Berndes Center |
| Adjust Bank Error | \$0.00 | | | | |
| Plus Outstanding Credit Card Pymt | \$62.94 | | | | |
| Less Outstanding Checks | \$31,787.71 | | | | |
| Treasurer's Balance | \$4,681,024.98 | | | | |
| | | | | | |
| | | | | | |

All of the accounts referenced above are "City" accounts, reported under the City Federal I.D. #. This is an all inclusive list of such accounts, including all Clerk's Office and Departmental Checking Accounts, same being subject to review during the annual City audit. In addition to the above accounts, the following component units, while legally separate entities from the City, are considered by the auditor to be "so intertwined with the City" that they are also subject to review during the City audit.

- Riverside Gardeners, Inc
- Monticello Firefighters Organization, Inc
- Monticello Emergency Medical Team
- Friends of the Monticello Public Library
- Monticello Youth Baseball & Softball Assn

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

| VENDOR NAME | REFERENCE | VENDOR TOTAL | CHECK# | CHECK DATE |
|---------------------------------|--------------------------------|-----------------|--------|------------|
| ACCOUNTS PAYABLE CLAIMS | | | | |
| | GENERAL | | | |
| | POLICE DEPARTMENT | | | |
| ALLIANT ENERGY-IES | 201 E SOUTH ST PD | 240.03 | | |
| BAKER PAPER CO INC | PD BUILDING SUPPLIES | 118.02 | | |
| INFRASTRUCTURE TECHNOLOGY | PD COMPUTER SUPPORT FEES | 1,985.00 | | |
| JOHN DEERE FINANCIAL | PD SUPPLIES | 8.98 | | |
| KONICA MINOLTA BUSINESS | PD OFFICE SUPPLIES | 60.28 | | |
| LAPORTE MOTOR SUPPLY | PD EQUIP REPAIR/MAINT | | | |
| MCALEER WATER CONDITIONING INC | PD SOFTENER SALT | 13.70 | | |
| MONTICELLO COMM SCHOOL DISTRICT | PD FUEL | 1,170.23 | | |
| SHRED-MASTER | PD SHRED SERVICES | 40.00 | | |
| TCM BANK NA | PD MINOR EQUIPMENT | 47.41 | | |
| U.S. CELLULAR | PD CELL PHONES | 165.37 | | |
| | | <u>3,849.02</u> | | |
| | POLICE DEPARTMENT | 3,849.02 | | |
| | STREETS | | | |
| SCOT MCELMEEL | 629 HILLCREST CURB/GUTTER REP | 3,946.90 | | |
| | | <u>3,946.90</u> | | |
| | STREETS | 3,946.90 | | |
| | STREET LIGHTS | | | |
| ALLIANT ENERGY-IES | 416 E SECOND STREETLIGHTS | 565.02 | | |
| | | <u>565.02</u> | | |
| | STREET LIGHTS | 565.02 | | |
| | AQUATIC CENTER | | | |
| ALLIANT ENERGY-IES | 311 S CEDAR ST POOL | 223.40 | | |
| CARRICO AQUATIC RESOURCES INC | POOL CHEMICALS | 774.00 | | |
| JOHN DEERE FINANCIAL | POOL GROUNDS SUPPLIES | 58.74 | | |
| MONTICELLO COMM SCHOOL DISTRICT | POOL FUEL | 6.73 | | |
| TCM BANK NA | POOL REGISTRATION | 465.00 | | |
| | | <u>1,527.87</u> | | |
| | AQUATIC CENTER | 1,527.87 | | |
| | CEMETERY | | | |
| ALLIANT ENERGY-IES | CEMETERY ELECTRIC | 43.55 | | |
| IBEN CONSTRUCTION CO INC | CEM GRAVE OPENINGS - MAR & APR | 525.00 | | |
| JOHN DEERE FINANCIAL | CEMETERY BLDG REPAIR/MAINT | 40.60 | | |
| MONTICELLO COMM SCHOOL DISTRICT | CEMETERY FUEL | 254.26 | | |
| | | <u>863.41</u> | | |
| | CEMETERY | 863.41 | | |

SOLDIER'S MEMORIAL BOARD

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

| VENDOR NAME | REFERENCE | VENDOR TOTAL | CHECK# | CHECK DATE |
|--------------------------------|-------------------------------|--------------|--------|------------|
| MONTICELLO EXPRESS INC | MBC ADVERTISING | 140.00 | | |
| MONTICELLO SPORTS | MBC SOCCER BALLS | 300.00 | | |
| PEPSI COLA BOTTLING CO | MBC CONCESSIONS | 244.56 | | |
| TCM BANK NA | MBC OFFICE SUPPLIES | 8.79 | | |
| | | ===== | | |
| | PARKS | 2,025.89 | | |
| | | ===== | | |
| | MONTICELLO BERNDES CENTER | 2,025.89 | | |
| | MONTICELLO TREES FOREVER | | | |
| | PUBLIC WORKS | | | |
| JOHN DEERE FINANCIAL | TREES | 111.98 | | |
| | | ===== | | |
| | PUBLIC WORKS | 111.98 | | |
| | | ===== | | |
| | MONTICELLO TREES FOREVER | 111.98 | | |
| | FIRE | | | |
| | FIRE | | | |
| ALLIANT ENERGY-IES | E SOUTH ST FIRE STATION | 345.80 | | |
| CEDAR VALLEY PATHOLOGISTS PC | FIRE PHYSICAL - RUSS | 20.00 | | |
| GREGORY DIRKS | FIRE EQUIP REPAIR/MAINT | 281.58 | | |
| FIRE PROTECTION PUBLICATIONS | FIRE TRAINING MANUALS | 348.00 | | |
| JONES REGIONAL MEDICAL CENTER | FIRE PHYSICALS | 1,841.00 | | |
| LASLEY ELECTRIC LLC | FIRE EQUIP REPAIR/MAINT | 29.98 | | |
| MONTICELLO AUTO CENTER | FIRE EQUIP REPAIR/MAINT | 41.03 | | |
| MONTICELLO COMM SCHOOL DISTRCT | FIRE FUEL | 95.47 | | |
| RADIO COMMUNICATIONS CO INC | FIRE RADIOS(4)/RADIO SUPPLIES | 1,766.60 | | |
| RADIOLOGY CONSULTANTS OF IOWA | FIRE PHYSICAL - R NORTON | 68.00 | | |
| | | ===== | | |
| | FIRE | 4,837.46 | | |
| | | ===== | | |
| | FIRE | 4,837.46 | | |
| | AMBULANCE | | | |
| | AMBULANCE | | | |
| AIRGAS USA, LLC | AMB MEDICAL SUPPLIES | 242.49 | | |
| ALLIANT ENERGY-IES | 201 E SOUTH ST AMB | 240.03 | | |
| BAKER PAPER CO INC | AMB BUILDING SUPPLIES | 118.02 | | |
| BOSS OFFICE SUPPLIES & SYS INC | AMB OFFICE SUPPLIES | 103.99 | | |
| BOUND TREE MEDICAL, LLC | AMB MEDICAL SUPPLIES | 257.66 | | |
| ESO SOLUTIONS, INC. | AMB SOFTWARE SUPPORT | 2,063.00 | | |
| JOHN DEERE FINANCIAL | AMB EQUIP REPAIR/MAINT | 114.99 | | |
| MCALEER WATER CONDITIONING INC | AMB SOFTENER SALT | 13.70 | | |
| MONTICELLO COMM SCHOOL DISTRCT | AMB FUEL | 527.89 | | |

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

| VENDOR NAME | REFERENCE | VENDOR TOTAL | CHECK# | CHECK DATE |
|---------------------------------|--------------------------------|--------------|--------|------------|
| | AIRPORT | 3,764.42 | | |
| | AIRPORT | 3,764.42 | | |
| | ROAD USE | | | |
| | STREETS | | | |
| ALLIANT ENERGY-IES | STOP SIGNS - N MAIN ST | 228.01 | | |
| BEHREND'S CRUSHED STONE | RU STREET MAINTENANCE SUPPLIES | 80.05 | | |
| W.W. GRAINGER, INC | RU OSHA SUPPLIES | 336.43 | | |
| HUGHES GARAGE & AUTO SALES LLC | RU EQUIP REPAIR/MAINT | 483.46 | | |
| JOHN DEERE FINANCIAL | RU EQUIP REPAIR/MAINT | 65.98 | | |
| KEITH DIRKS AUTO BODY INC | RU EQUIP REPAIR/MAINT | 94.00 | | |
| LAPORTE MOTOR SUPPLY | RU EQUIP REPAIR/MAINT | 12.38 | | |
| LASLEY ELECTRIC LLC | RU LIGHT SYSTEMS/STRUCTURES | 1,284.17 | | |
| MONTICELLO COMM SCHOOL DISTRICT | RU FUEL | 755.19 | | |
| L.L. PELLING CO | RU STREET MAINTENANCE SUPPLIES | 729.00 | | |
| SNYDER & ASSOCIATES, INC | N SYCAMORE ST RECONSTRUCTION | 10,699.13 | | |
| SPAHN & ROSE LUMBER CO INC | RU SUPPLIES | 13.55 | | |
| SUPERIOR WELDING SUPPLY CO | RU SUPPLIES | 45.00 | | |
| | STREETS | 14,826.35 | | |
| | SNOW REMOVAL | | | |
| JESSE & BECKY KREMER | RU SNOW REMOVAL - MAILBOX | 50.00 | | |
| | SNOW REMOVAL | 50.00 | | |
| | ROAD USE | 14,876.35 | | |
| | TRUST/SLAVKA GEHRET FUND | | | |
| | LIBRARY | | | |
| TCM BANK NA | LIB GEHRET BOOKS | 303.77 | | |
| | LIBRARY | 303.77 | | |
| | TRUST/SLAVKA GEHRET FUND | 303.77 | | |
| | PARK IMPROVEMENT | | | |
| | CAPITAL PROJECTS | | | |
| LASLEY ELECTRIC LLC | FOUNTAIN PARK PROJECT | 400.00 | | |

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

| VENDOR NAME | REFERENCE | VENDOR TOTAL | CHECK# | CHECK DATE |
|---------------------------------|---------------------------|--------------|--------|------------|
| | LIBRARY | | | |
| TCM BANK NA | LIB BIDWELL BOOKS | 386.50 | | |
| | | ===== | | |
| | LIBRARY | 386.50 | | |
| | | ===== | | |
| | C.C. BIDWELL LIBRARY BOOK | 386.50 | | |
| | WATER | | | |
| | WATER | | | |
| ALLIANT ENERGY-IES | W FIRST ST WATER PUMP | 1,984.54 | | |
| HYGIENIC LABORATORY | WATER LAB TESTS | 65.00 | | |
| MIDLAND GIS SOLUTIONS | GIS WEBSITE HOSTING | 1,800.00 | | |
| MONTICELLO COMM SCHOOL DISTRICT | WATER FUEL | 274.75 | | |
| MONTICELLO EXPRESS INC | WATER QUALITY REPORT | 174.66 | | |
| TCM BANK NA | WATER POSTAGE | 10.26 | | |
| U.S. CELLULAR | WATER CELL PHONE | 42.47 | | |
| | | ===== | | |
| | WATER | 4,351.68 | | |
| | | ===== | | |
| | WATER | 4,351.68 | | |
| | CUSTOMER DEPOSITS | | | |
| | WATER | | | |
| CITY OF MONTICELLO | GUDENKAUF/TRACY | 100.00 | | |
| | | ===== | | |
| | WATER | 100.00 | | |
| | | ===== | | |
| | CUSTOMER DEPOSITS | 100.00 | | |
| | SEWER | | | |
| | SEWER | | | |
| ALLIANT ENERGY-IES | 1105 E FIRST ST | 4,487.04 | | |
| FAREWAY STORES #840-1 | SEWER LAB SUPPLIES | 14.94 | | |
| HYGIENIC LABORATORY | SEWER LAB TESTS | 1,404.50 | | |
| MIDLAND GIS SOLUTIONS | GIS WEBSITE HOSTING | 1,800.00 | | |
| MONTICELLO COMM SCHOOL DISTRICT | SEWER FUEL | 274.77 | | |
| SNYDER & ASSOCIATES, INC | SEWER PRO FEES | 1,692.00 | | |
| TCM BANK NA | SEWER POSTAGE | 128.44 | | |
| TRI COUNTY PROPANE LLC | SEWER UTILITY SERVICES | 1,585.32 | | |
| WINDSTREAM IOWA-COMM. INC. | SEWER TELEPHONE | 54.36 | | |
| | | ===== | | |
| | SEWER | 11,441.37 | | |

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS FUND SUMMARY**

| FUND | FUND NAME | TOTAL | CHECK# | DATE |
|------|---------------------------|-----------|--------|------|
| 001 | GENERAL | 32,096.34 | | |
| 005 | MONTICELLO BERNDES CENTER | 2,025.89 | | |
| 014 | MONTICELLO TREES FOREVER | 111.98 | | |
| 015 | FIRE | 4,837.46 | | |
| 016 | AMBULANCE | 3,749.81 | | |
| 018 | HOTEL/MOTEL TAX | 44.01 | | |
| 030 | LIBRARY IMPROVEMENT | 427.17 | | |
| 041 | LIBRARY | 1,140.59 | | |
| 046 | AIRPORT | 3,764.42 | | |
| 110 | ROAD USE | 14,876.35 | | |
| 178 | TRUST/SLAVKA GEHRET FUND | 303.77 | | |
| 313 | PARK IMPROVEMENT | 400.00 | | |
| 325 | TIF PROJECT | 13.65 | | |
| 332 | CAPITAL IMPROVEMENT | 1,950.98 | | |
| 338 | BATY DISC GOLF COURSE | 331.98 | | |
| 375 | POCKET PARK | 560.50 | | |
| 502 | C.C. BIDWELL LIBRARY BOOK | 386.50 | | |
| 600 | WATER | 4,351.68 | | |
| 602 | CUSTOMER DEPOSITS | 100.00 | | |
| 610 | SEWER | 11,441.37 | | |
| 613 | SEWER CAPITAL IMPROVEMENT | 5,478.00 | | |
| 670 | SANITATION | 9,820.78 | | |
| 740 | STORM WATER | 70.00 | | |

City Council Meeting
Prep. Date: 05/17/19
Preparer: Doug Herman



Agenda Item: # 1
Agenda Date: 05/20/19

Communication Page

Agenda Items Description: Resolution to approve additional payment to Anderson Ladd, Inc. related to Berndes Center floor project.

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

Attachments & Enclosures:

| |
|--|
| Resolution |
| Invoice (Waiting on follow up information) |
| |

Fiscal Impact:

| | |
|-------------------|-------------|
| Budget Line Item: | n/a |
| Budget Summary: | n/a |
| Expenditure: | \$2,340 +/- |
| Revenue: | n/a |

Synopsis: What was thought to be final payment due Anderson Ladd related to the Berndes Center floor project was approved at the last meeting. After their receipt of our payment I received an e-mail suggesting our payment was short.

Background Information: Anderson Ladd suggests that the most recent City payment was short. I have asked them for copies of invoices / documents to support the remaining balance they suggest to be due. I recall that the original agreement was amended to provide for a second color around the perimeter of the playing surface and that may be the difference. I will get updated information by Monday but wanted to get this in the packet as a Resolution, as opposed to an entry on the bill list, as I didn't want you to question why we were paying them more than was what recently approved.

Recommendation: I recommend that the Council consider the proposed ordinance after the receipt of additional supporting documentation in the currently estimated amount of \$2,340.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO, IOWA

RESOLUTION #19-__

Resolution to approve additional payment to Anderson Ladd, Inc.
related to Berndes Center floor project.

WHEREAS, The City of Monticello is the owner of the Monticello Berndes Center, a multi-use facility that has for many years been served by a multi-use "Sport Court" flooring system, and

WHEREAS, The City Council previously contracted with Anderson Ladd, Inc. to install a new flooring surface in the Berndes Center, and

WHEREAS, Anderson Ladd, Inc. installed a new floor, however, due to errors in the initial installation a significant retainer was withheld pending finalization of corrective steps, and

WHEREAS, The originally approved cost totaled \$105,694, additional sealing was required at a cost of \$22,000, and another paint color was added to the plans adding \$2,340 in cost, and

WHEREAS, Payments to date have been made in the amount of \$11,000, \$95,770.50, and \$20,923.50, leaving a balance of \$2,340, and

WHEREAS, The Council recently approved Resolution 19-72 approving the final payment to Anderson Ladd, after which Anderson Ladd provided supplemental information supporting payment of the additional sum of \$2,340, said amount being tied to a previously approved change to the floor paint scheme.

Contract Billings and Receipts

Contract: 57452- Monticello Berndes Center

| Customer # | 112047 | CITY OF MONTICELLO - | | | Contract Billed | Retainage | Tax | Current Due |
|-------------------------|----------|----------------------|--|--|-------------------|-------------|-------------|-------------------|
| ICWA | | | | | | | | |
| Billings | | | | | | | | |
| Invoice: 172601 | 08/28/16 | JB App #1 | | | 127,694.00 | 0.00 | 0.00 | 127,694.00 |
| Invoice: 176237 | 03/27/19 | JB App #2 | | | -20,923.50 | 0.00 | 0.00 | -20,923.50 |
| Invoice: 176236 | 03/27/19 | JB App #2 | | | 23,263.50 | 0.00 | 0.00 | 23,263.50 |
| Total Billings : | | | | | 130,034.00 | 0.00 | 0.00 | 130,034.00 |

Receipts

| | | | | | | | | |
|------------------------|----------|-------------|--|--|--------------------|--|--|--------------------|
| Check # 43025 | 11/16/18 | Trans # 711 | | | | | | -95,770.50 |
| Check # AC | 03/26/19 | Trans # 509 | | | | | | -11,000.00 |
| Check # AC | 04/17/19 | Trans # 975 | | | | | | 0.00 |
| Check # 043609 | 05/10/19 | Trans # 262 | | | | | | -20,923.50 |
| Total Receipts: | | | | | -127,694.00 | | | -127,694.00 |

Current Balance Remaining: 57452-

2,340.00

City Council Meeting
Prep. Date: 05/17/19
Preparer: Doug Herman



Agenda Item: # **Z**
Agenda Date: 05/20/19

Communication Page

Agenda Items Description: Resolution to approve purchase of mower for Cemetery , Streets, and Park & Rec.

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

Attachments & Enclosures:

Resolution (to be prepared based upon action taken)

Park and Rec Memo and Quote Information

Current Mowing Agreement

Fiscal Impact:

Budget Line Item:

Various

Budget Summary:

n/a

Expenditure:

\$9,500 to \$10,500

Revenue:

n/a

Synopsis: Parks Dpt. mows Disc Golf Course regularly, Cemetery mowed by City Staff, and Parks Dpt. haw mowed N. Ridge retention once. Issue is whether we should purchase a mower for City use and if so, how much we should mow?

Background Information: The City has hired Monk Construction to mow most City properties since the mid 2000's. The areas mowed have changed from time to time and the Monks have always been very flexible with the City. Monks are paid \$35,100 +/- annually for their services. The Contract provides that Monks shall: "mow, trim, apply weed control, (during fall or spring - at City's request), remove grass clippings from paved areas (including sidewalks), aerate (at the end of the mowing season), and leaf removal (during the fall), and to bag clippings when any windrows are created, to maintain grass between 1.5" and 3", and to apply pesticide/fertilizer at the end of the mowing season, on and/or over various identified areas. (To my knowledge a number of the above obligations are not being performed, nor demanded/requested by the City such as trimming all areas (much more round up), removal of clippings from paved areas, aeration, leaf removal, bagging for example. I don't set this out as a complaint, just noting that the contract provisions are different than the actual work being performed. Areas mowed are shown on the attachment, subject to the notes I have written in.)

#3 Wastewater Treatment Plant: City does, in return, Monks mow areas near new water tower.

#13 Ditch trimming was eliminated, supposed to be maintained by adjacent property owners.

#14 and #15 removed and taken care of as part of Disc Golf Course

Park and Rec. Director Jacob Oswald will be in attendance to discuss Parks and Rec. and potential benefits of that dpt. doing additional mowing.

If purchased the new mower would be paid for out of Cemetery Improvement and Parks or Park Improvement. Approx. trade in value of current cemetery mower is \$6,000 +/- Parks or Park Improv. Would reimburse Cemetery Improv. In that amount with Cem. Improv. Covering the difference. Dan requires a 60" wide deck and is comfortable with a rear or side discharge and isn't locked into one brand or the other.

Three rear discharge bids with 60" decks:

1. Kromminga \$ 9,800
2. Scherrman's \$10,381
3. Bodensteiner \$ 9,500

Schermann's seems to have the best warranty but I am not clear on the John Deere warranty.

The new mower would go to the cemetery while the current cemetery mower would go to Park and Rec. but be available to Cemetery and Streets as needed.

Recommendation: I recommend that the Council consider whether or not a new mower should be purchased as set forth above.

Why it would be beneficial for Parks and Rec to resume mowing responsibilities?

We are a PARKS and Rec Department. It is my understanding that when discussions about moving the department to two people was being addressed it was primarily focused on creating more programming, which we have done in just 2.5 years (1 year spent figuring things out). We, as a department, believe that there is much more to our job than just creating programs (see above). One of those is to ensure that we are providing beautiful and inviting parks and amenities to the community (i.e. trails).

In our 2018 Parks and Recreation budget, there is \$45,000 set towards a mowing contract. If, over time, our department took back mowing in some of our Parks (Jacobs Park, Fountain Park, Aquatic Center, Riverside, Jaycee/Kleinow) and continued mowing Baty/Retention Pond, the money saved could be spent towards additional trail projects, updated/new playground equipment.

We also believe that there is benefit in us being able to mow and be in the Parks on a regular basis to allow us to see what needs to be done/improvements need to be made (i.e. holes filled, trees trimmed).

This is much more than resuming mowing responsibilities, its about being able to provide a place where people say "Wow, I want to live there," and we do that by continuing to provide outstanding programs, upkeeping our parks, and improving our trail system.

Youth Programs

| Program | Season | Age Range | Number of Participants |
|---------------------|---------------|-------------|------------------------|
| Flag Football | Fall | Grades 1-6 | 68 |
| Volleyball | Fall | Grades 3-6 | 64 |
| Boys Basketball | Winter | Grades 3-6 | 57 |
| Girls Basketball | Winter | Grade 3-6 | 30 |
| Soccer Clinic (NEW) | Winter | Grades K-5 | 45 |
| Kickball | Winter | Grades K-2 | 14 |
| Soccer | Spring | Grades K-8 | 170 |
| Track Meet (NEW) | Spring | Ages 7-14 | 60 |
| Baseball (NEW) | Spring/Summer | Grades 1-6 | 67 |
| Softball (NEW) | Spring/Summer | Grades 1-6 | 64 |
| Teeball (NEW) | Spring/Summer | Grades PK-K | 71 |
| | | | |

Adult Programs

| Program | Season |
|-------------------------|-----------------------------|
| Co-Ed Volleyball | Winter |
| Granny Basketball (NEW) | Year-Round |
| Pickleball (NEW) | Winter |
| Co-Ed Softball (NEW) | Fall (1 st year) |
| Flag Football (NEW) | Fall (1 st year) |

Other NEW Activities or activities in the works

Walking Trail

Dog Pawty (season ending swimming event for dogs)

Parent/Child Swim Lessons

Bags (tried both a league and a tournament)

Co-Ed Flag Football (this fall)

Triathlon (Disc Golf, Horseshoes, Bags)

We started mowing the Baty Disc Golf Course in 2018, which takes us approximately 6 hours to mow with a 60" deck, that we share with the Water Department. This year, we have added the Northridge retention pond, which takes 1 hour.

60" Deck (side discharge)

74472 2500 Series - \$6,985

23.5 hp Kawasaki FX

60" side discharge

4-Year 1,000 hour limited warranty

Scherrman's Implement

74950 3000 Series - \$8,752

25.5 hp Kawasaki FX

60" side discharge

5-year 1,200 hour limited warranty (no hour limit first 2 years)

Scherrman's Implement

Z915E ZTrak - \$7,800

60" side discharge

Bodensteiner

60" Deck (rear discharge)

X-One - \$9,800

29 hp Kohler Command Pro 824 EFI

60" rear discharge

5-year 500 hour OR no hour limit first 2 years

Kromminga Motors

74945 5000 Series - \$10,381

25 hp Kawasaki EFI

60" rear discharge

5-year 1,200 hour warranty (no hour limit first 2 years)

Scherrman's Implement

Z930M Ztrak - \$9,500

60" rear discharge

Bodensteiner

72" Deck (side discharge)

74959 3000 Series - \$8,840
25 hp Kohler Command Pro
72" side discharge
Scherrman's Implement

X-One - \$10,200
29 hp Kohler Command Pro 824 EFI
72" side discharge
5-year 500 hour OR no hour limit first 2 years
Kromminga Motors

Super Z - \$12,200
35 hp Kawasaki FX1000
72" side discharge
5-year 500 hour OR no hour limit first 2 years
Kromminga Motors

Z960M ZTrak - \$10,000
72" side discharge
Bodensteiner

72" (rear discharge)

74945 5000 Series - \$10,706
26.5 hp Kohler Command Pro EFI
72" rear discharge
Scherrman's Implement

Super Z - \$13,250
35 hp Kawasaki FX1000
72" rear discharge
5-year 500 hour OR no hour limit first 2 years
Kromminga Motors

96" (rear discharge)

74096 7500 Series - \$34,066
37 hp Yanmar Diesel

96" rear discharge

5-year, 2,000 hour limited warranty (no hour limit first 2 years)

Scherrman's Implement

MOWING SERVICE AGREEMENT

This agreement, hereinafter referred to as the "Contract", is entered into by and between the City of Monticello, hereinafter referred to as "City", and Stephen and Lisa Monk, hereinafter referred to as "Contractor".

In consideration of the mutual agreements and promises set forth herein, City and Contractor agree as follows:

1. INDEPENDENT CONTRACTOR: Contractor shall be considered an Independent Contractor. Contractor shall have no protection or benefit from and/or under the City of Monticello Collective Bargaining Agreement. Contractor shall be responsible for providing labor, supplies, materials, tools and equipment, insurance, including but not limited to Worker's Compensation coverage, necessary to perform Contractor's obligations as set forth herein.

2. CONTRACTOR OBLICATIONS/DUTIES: Contractor agrees to mow, trim, apply weed control (during fall or spring – at City's request), remove grass clippings from paved areas (including sidewalks), aerate (at the end of the mowing season), and leaf removal (during the fall) on and/or over the property described below. In addition Contractor agrees to bag any clippings when windrows are created, to maintain grass between 1.5" and 3.0", and to apply pesticide/fertilizer at the end of the mowing season. All yard waste, leaves and branches may be placed at the curb for the City to collect.

- 1). All City baseball and softball diamonds not including any diamonds at the Monticello Sport's Complex.
- 2). Jacob's Park, including the ditch area.
- 3). Wastewater Treatment Plant as directed by Monticello P.W. Director.
- 4). North Well grounds.
- 5). Water Tower site/grounds (1st Street Water Tower)
- 6). Riverside Gardens
- 7). Aquatic Center, as directed by Park and Rec. Director, and adjacent city-owned grounds.
- 8). City Hall/Renaissance Center grounds
- 9). City park #2 (City ground near and/or adjacent to football field, area near basketball court, not including the areas within the fenced confines of the football field.
- 10). Fire Department Building grounds
- 11). Public Safety Building grounds
- 12). Public Works Building grounds
- 13). All ditches on North Birch Street and North Maple Street ditch from 9th to 10th Street

↳ City does this
Monk does new
W Tower

City Park #1
Fairgrounds

Contract went to
35,100 to

Prop. Owners

Out

- 14). City owned area located on East 1st Street between the two Welter Storage parking lots.
- 15). City land located on East 1st Street from east of Welter Storage to the bridge.

3. **CONTRACTOR COMPENSATION:** City will pay Contractor the sum of \$35,620 in return for Contractor's performance of the duties as set forth previously herein. The Contractor will be paid six (6) equal installments of \$5,936.67 commencing on the 30th of May, and on or about the 30th of each month thereafter through the month of October.

4. **TERM OF CONTRACT:** The Contractor shall provide the above-delineated services to the City from January 1, 2010 through December 31, 2012.

5. **RENEWAL:** The parties agree that this Contract shall automatically renew for a like term at the end of the Contract term, and annually thereafter until terminated by either party pursuant to the termination provisions set forth herein. No notice, other than these provisions, shall be required by the City to terminate this Contract at the end of the Contract Term.

6. **TERMINATION OF CONTRACT DURING TERM:** The City Council may terminate the services of Contractor at any time by giving Contractor written notice delivered by regular mail to Contractor at 20246 215th Street, Monticello, Iowa 52310. The Contract may only be terminated for just cause, and only after the Contractor has been given an opportunity to meet with the Mayor and City Administrator to discuss the problems and/or issues bringing about the proposed termination. The City Administrator, after consultation with the Mayor, shall determine whether or not the Contract should continue or, in the alternative, the Contract should be terminated. In the event of termination for just cause the City shall pay the Contractor on a pro-rated basis for work performed.

7. **LICENSES/PERMITS:** Contractor shall provide proof to the City that Contractor is licensed to dispense and/or apply fertilizer(s) and/or pesticide(s) pursuant to the terms of this contract. It shall be the sole obligation of Contractor to obtain necessary licenses/permits. Prior to the application of any fertilizer(s) or pesticide(s) the contractor shall notify the City of the intended application and provide information to the City in regard to the products intended to be applied.

8. **INSURANCE:** Contractor shall obtain and maintain liability insurance in the following dollar amounts during the term of this contract:

| | |
|------------------------------------|---------------------------|
| Bodily injury liability | \$ 500,000 per occurrence |
| Property damage | \$ 500,000 per occurrence |
| Medical payments | \$ 5,000 per person |
| Products and or completed work | \$ 500,000 |
| Fire, legal liability | \$ 50,000 per occurrence |
| Personal and advertising liability | \$ 500,000 |
| Aggregate limits | |
| a) General coverage | \$ 1,000,000 |
| b) Products and/or completed work | \$ 1,000,000 |

Said insurance shall be paid in full prior to the commencement of the Contract Term and the Contractor shall provide proof of said insurance and the full payment of the premium associated therewith, prior to the commencement of the Contract term.

9. INDEMNIFICATION: Contractor shall defend, hold harmless, and indemnify the City from and against any claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of or otherwise associated with the Contractor's duties. Contractor shall in the event of litigation be required to reimburse the City for any and all reasonable attorney fees incurred by the City associated with and arising out of the acts or omissions of the Contractor related to and/or associated with the Contractor's performance of its duties set forth herein.

10. EFFECTIVE DATE: This Contract shall be effective and enforceable upon approval of the Monticello City Council.

Signed and dated this 20 day of October, 2010.

Stephen Monk
Stephen Monk, Contractor

Lisa Monk
Lisa Monk, Contractor

Signed and dated this 22nd day of October, 2010.

Don Ho Miyagawa
City of Monticello
Mayor Don "Ho" Miyagawa

Attest:

Sally Hinrichsen
Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 05/17/19
Preparer: Doug Herman



Agenda Item: # 3
Agenda Date: 05/20/19

Communication Page

Agenda Items Description: Resolution to approve signage request received from "Riverside Apartments".

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

Attachments & Enclosures:

Resolution

Sign "picture"

Copy of Code

Fiscal Impact:

Budget Line Item: n/a

Budget Summary: n/a

Expenditure: n/a

Revenue: n/a

Synopsis: Riverside Apartments on 5th has requested permission to replace aging sign using existing wood posts. City Code requires a monument sign.

Background Information: The attached picture shows the current sign that is desired to be upgraded with a new "face" while utilizing the old poles. We have not received a permit to that affect, just a conversation between property manager and Nick. Chapter 170.05 speaks to the Monument Sign Requirement. (See attached)

Section 170.02 indicates that a nonconforming sign, such as the current sign, may not be altered, improved, converted, enlarged, moved or altered without coming into compliance. (i.e. Converted to a Monument Sign consistent with the City Code.)

We directed Foam Rubber Products to comply in the past year or two by removing a non-compliant similar sign that was installed without a permit (they chose to remove the sign and have not replaced it) and we have required compliance by Dr. Warner.

If the Council finds that the proposed sign should be allowed to remain in place the Council should then consider whether or not you are happy with how the Sign Ordinance reads as exceptions should not be made to one but to all similarly situated.

Recommendation: I recommend that the Council consider the request of the property owner to alter/improve an existing sign without bringing it up to Code as currently required by the Signage Ordinance.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO, IOWA

RESOLUTION #19-__

Resolution to approve Signage Request received from Riverside Apartments

WHEREAS, Riverside Apartments located on 5th Street has an existing non-conforming sign advertising their facility located on their property, and

WHEREAS, A request has been received to permit a change the face of the sign due to age and deterioration of the existing sign, and

WHEREAS, City Code requires that non-conforming signage be brought into compliance when there are alterations, improvements, a change in ownership, and in other enumerated cases, or within five (5) years after the passage of the Ordinance, approximately December 2020, whichever occurs first, and

WHEREAS, To be compliant the sign needs to meet the Monument Signage requirements set out at Section 170.05 of the Monticello Code of Ordinances, and

WHEREAS, The Council finds that

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 20th day of May, 2019.

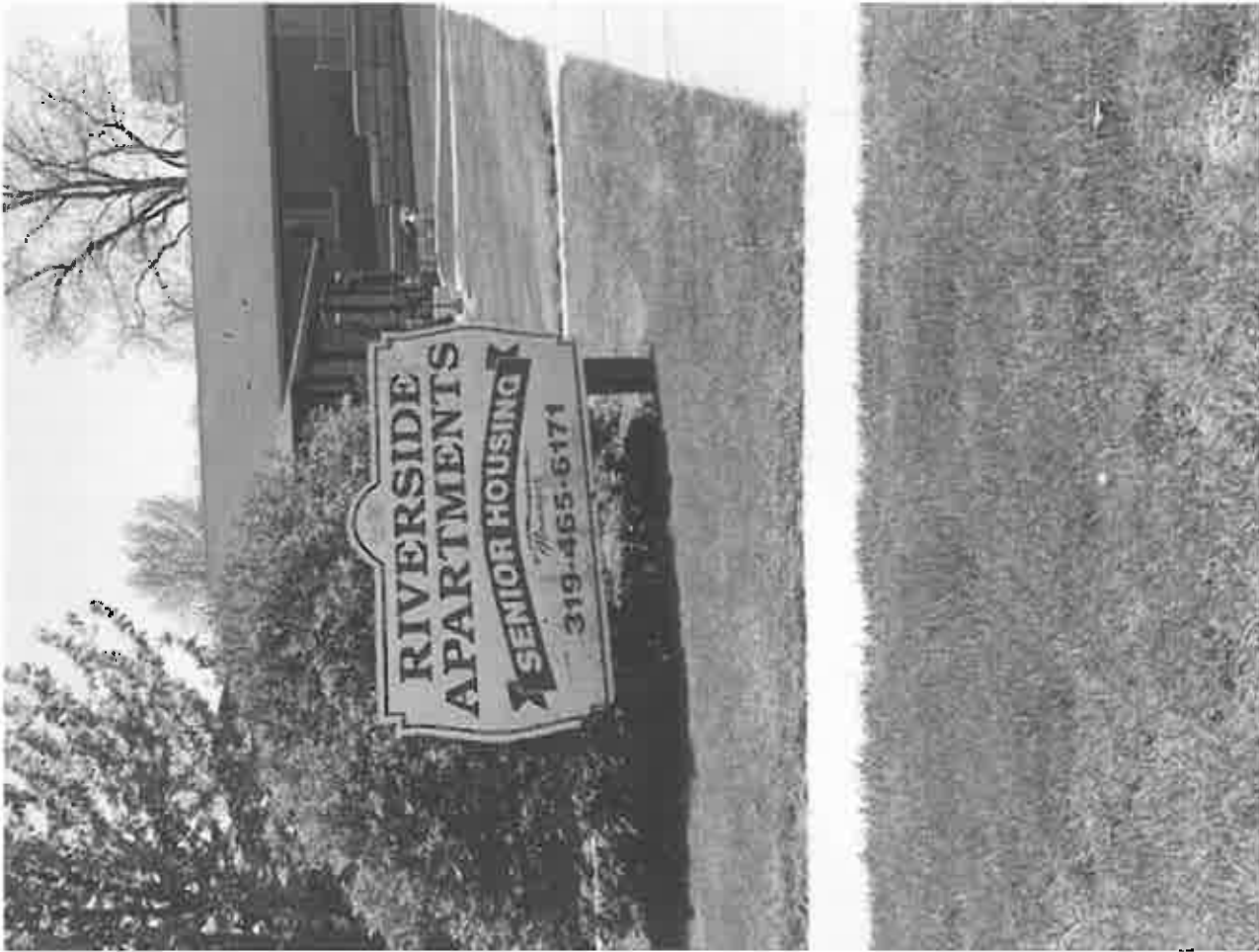
Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

Doug Herman

From: Doug Herman <dougherman2345@gmail.com>
Sent: Wednesday, May 15, 2019 12:55 PM
To: Doug Herman
Subject: Sign



Sent from my iPhone

CHAPTER 170

SIGNAGE REGULATIONS

| | |
|--|--|
| 170.01 Title, Purpose and Scope | 170.16 Addresses |
| 170.02 Jurisdiction | 170.17 Flags |
| 170.03 Prohibited Signs and Conditions | 170.18 Sign Area Formula |
| 170.04 Design Standards | 170.19 Temporary Signs |
| 170.05 Monument Signs | 170.20 Real Estate Project Identification Boards |
| 170.06 Pole Signage | 170.21 Real Estate Marketing "For Sale or For Rent" Signs |
| 170.07 Building Signs | 170.22 Bag Signs |
| 170.08 Multiple Tenant Building Signage | 170.23 Signs on Public Property |
| 170.09 Directional Signs | 170.24 Application, Fees, and Permit |
| 170.10 Association Identification Signs | 170.25 Signs Not Needing a Permit |
| 170.11 Monument Signs for Churches and Schools | 170.26 Inspections |
| 170.12 Electric Changeable Copy | 170.27 Maintenance |
| 170.13 Neon Lights, Murals | 170.28 Abandoned Signs |
| 170.14 Home Occupations | |
| 170.15 Garage Sales | |

170.01 TITLE, PURPOSE AND SCOPE. This chapter, providing for the administration and enforcement of sign regulations, shall be known and may be cited and referred to as the Signage Ordinance of the City of Monticello, Iowa. The purpose of this chapter is to permit such signs as will not, by reason of their size, location, construction or manner of display, endanger life and limb, confuse or mislead traffic, obstruct vision necessary for traffic safety, or otherwise endanger the public morals, health and safety; and further, to regulate such permitted signs in a way to promote development that is not detrimental to the property values and aesthetics of the City. No sign shall be erected or maintained in the City's jurisdiction, except those specifically allowed by this chapter.

170.02 JURISDICTION. The lawful use of a sign existing at the time of the enactment of the Zoning Ordinance may be continued, as a permitted nonconforming use, although such use may not conform to the regulations herein for a period of five (5) years or until there has been a change in the business(es) operating at said location, whichever occurs first. Said nonconforming sign may not be altered, improved, converted, enlarged, moved, or structurally altered without conforming to these regulations.

170.03 PROHIBITED SIGNS AND CONDITIONS. The following signs shall not be permitted, erected, or maintained on any property within the City, unless authorized elsewhere within these Regulations.

1. Illuminated message boards/signs with changeable copy, whether mounted or located within or without a structure, where more than one

color is involved. Any existing signage meeting this definition may continue in use so long as same is used for the existing business.

2. “Arrow” or “Flashing Arrow” signage and/or “Changeable Copy” or sometimes described as “Outdoor Readerboard Marquee” style signage with changeable text letters and numbers unless the sign was originally designed to be, and is in fact, permanently affixed to concrete footings or suitable concrete pad as part of a permitted monument sign.

(Ord. 688 – Mar. 17 Supp.)

170.04 DESIGN STANDARDS.

1. No sign face shall extend horizontally beyond the supporting structure a distance greater than 12 inches.

2. Electric Signs. All electric signs shall be manufactured and professionally designed to meet UL specifications, and a copy of the sign plans and appropriate certifications may be demanded by the City prior to the issuance of a Sign Construction Permit.

A. Electric signs shall be watertight, with service holes to provide access to each compartment with fitted waterproof covers.

3. Wind Pressure and Dead Load Requirements. All signs and sign structures shall be designed and constructed to withstand appropriate wind pressure and receive appropriate dead loads. The City may require appropriate certification from the applicant, who shall provide certification from a qualified architect and/or engineer that the proposed sign has been designed to withstand appropriate wind pressure and dead loads.

4. Clearance from Electric Lines. A clearance of not less than 6 feet horizontally and 12 feet vertically shall be maintained between any sign and any overhead electrical transmission line.

5. Number of Faces. No sign shall have more than two (2) faces unless pre-approved by the City Council after consideration by the Planning & Zoning Board. Sign faces shall be parallel, unless otherwise permitted.

6. Lighting of Signs. A constant level of light must be maintained, provided that this shall not be construed to prohibit use of an automatic dimmer to reduce garish effects at night. Lighting, other than internal lighting, must be approved by the Council. The use of bare light bulbs will not be approved.

7. Emissions Prohibited. No sign shall emit audible sound, noticeable odor, smoke or other visible matter.
8. Obstruction of Fire Exits, Light or Ventilation. No sign shall be permitted to obstruct or interfere in any way with the free use of any door, window, fire escape, nor obstruct or impair operation of any opening required for light or ventilation.
9. Traffic Hazards. It is illegal for any sign to interfere with obstruct the view of, or be of such design which may be confused with any authorized traffic sign, signal, or device.

170.05 MONUMENT SIGNS. Businesses that wish to install signage, not attached to the building structure, shall install a monument sign consistent with the conditions set forth herein unless pre-approved for the installation of a pole sign consistent with the provisions of this Ordinance. All letters, figures, characters or representations in cut-out or irregular form maintained in conjunction with, attached to, or superimposed on a monument sign shall be safely and securely built to or attached to the sign structure and shall comply with all other applicable requirements of this Ordinance.

1. Sign Bases. All sign bases shall be designed and constructed of materials that are similar to those used on the principal building, not including, vinyl, wood, cement board, or aluminum, steel or similar types of siding. Sign bases shall be dominated with materials of permanency and strength and shall be compatible with other structures and signs in the development where possible. Bare, visible steel posts, columns, or similar materials are not permitted. In the event the building is not constructed of a stone or brick material, the sign base shall be constructed of brick, stone, or split faced block *or other material approved in advance by the Monticello City Council.*
2. Number of Signs. One sign shall be permitted on each lot of record; provided however, if the frontage of such lot measured in a straight line along such street exceeds 500 feet, then two such signs shall be permitted. A minimum distance of 250 feet shall separate the two permitted monument signs. In the event a property owner desires an additional number of signs, they must present a plan to the Planning and Zoning Board for review and presentation to the City Council for approval.
3. Setback Requirement. The minimum setback from any right-of-way required for monument signs shall be five (5) feet *unless a lesser*

setback is approved in advance by the Monticello City Council. All signs shall have a side setback not less than the height of the sign.

4. **Sign Area.** The total area of a sign shall be the actual square footage of one sign face. Double-face signs may be permitted with the maximum square footage permitted on each side. The maximum sign area of a monument sign shall not exceed 36 square feet; provided, however, the maximum sign area may be increased one square foot for each additional one foot of setback over the minimum required setback to a maximum sign area of 100 square feet.

5. **Height.** The maximum height of a monument sign shall be fifteen feet, including the distance between the sign face and the base; provided, however, the maximum height may be increased one foot for each additional three feet of setback over the minimum required setback to a maximum sign height of 30 feet. Where the street is substantially higher or lower than the proposed sign location, the City Administrator may allow for additional sign height. "Substantially" is defined, in this case, as a change in vertical distance greater than five feet. If the City Administrator finds that additional sign height should not be permitted, the request may then be taken to the Planning & Zoning Board for consideration and recommendation to the City Council.

6. The vertical distance between the sign face and the base shall not be greater than thirty-six (36) inches.

7. In the event that the sign is supported by two poles, encased in appropriate materials of permanency and strength as set forth previously herein, the Sign shall be located between the encased poles with the encased poles extending at least the full height of the sign. *A monument sign may be installed atop an appropriate brick, stone, or split faced block base as opposed to between two so encased poles.*

(Ord. 688 – Mar. 17 Supp.)

170.06 POLE SIGNAGE. Pole signage may be permitted in the C-1 and C-3 Zoning Districts after a review of a Signage proposal or plan submitted by the property or business owner to the Planning & Zoning Board for consideration and recommendation to the City Council. Thereafter, the City Council shall consider the request in light of the Planning & Zoning Board recommendation. Factors to be considered by the P & Z and the City Council shall include but not be limited to the following:

1. Requested signage height, and appropriateness or necessity of said signage height considering the location and type of business.

2. Other options that would meet the needs of the business. ✓
3. Whether some type of sheathing or covering of the pole can be accomplished to soften or improve the look of what would otherwise be a bare pole(s). ✓
4. Impact proposed signage may have on adjacent or nearby businesses or homes. ✓
5. General appropriateness of signage to area proposed to be erected. ✓

170.07 BUILDING SIGNS.

1. Sign Area Allowed. One and one half square foot of sign area may be erected for every lineal foot of building lot frontage to a maximum of 100 square feet. In the case that a building frontage exceeds 200 feet and has a setback of greater than 250 feet, two square feet of sign area may be erected per lineal foot of building frontage to a maximum sign area of 200 square feet. *(Ord. 688 – Mar. 17 Supp.)*

2. Number of Signs. On buildings setback less than or equal to 250 feet, one building sign shall be permitted. On buildings setback further than 250 feet, two building signs shall be permitted, provided total sign area shall not exceed that permitted above. In the case of a building on a corner lot, or with one side facing a parking lot utilized by the tenant(s) of the building, one building sign per public street or parking lot frontage may be permitted, regardless of setback. In no case shall a building with one tenant display more than two building signs.

3. Letters, Symbols and Logos. Under no circumstances will a letter, symbol, or logo dimension greater than seven (7) feet, tall, wide, or circumference, be allowed.

4. Convenience Stores. Canopy signage may be permitted at convenience stores, gas stations, or truck stops in addition to other permitted signage subject to review by the Planning & Zoning Board and City Council approval. Said sign shall be confined to the actual dimensions of the canopy.

170.08 MULTIPLE TENANT BUILDING SIGNAGE.

1. Sign Area. For multiple tenant buildings, it is preferable that tenants erect one joint / shared sign. Each tenant shall be allowed up to 36 square feet on a monument sign or 50 square feet on a building sign. In no case, however, shall the allowable square footage of all joint / shared building mounted tenant signage be greater than one and one-half

square foot per lineal foot of building frontage. If a multiple tenant building frontage exceeds 200 feet and has a setback of greater than 100 feet, the maximum signage shall be increased from one and one-half square foot per lineal foot of building frontage to two square feet of signage per lineal foot of building frontage. Additional signage may be permitted after Planning & Zoning review and Council approval.

(Ord. 688 - Mar. 17 Supp.)

2. **Building Signs.** One building sign shall be permitted per tenant. If a tenant is located on the corner of a building and faces two public streets, or one public street and one parking lot, then one building sign per street frontage may be permitted. In no case shall a tenant within a multiple tenant building display more than two building signs.

3. **Letters, Symbols and Logos.** Under no circumstances will a letter, symbol or logo dimension greater than seven (7) feet be allowed.

4. It is desirable that all signage associated with a multi-tenant building be consistent in design and construction.

170.09 DIRECTIONAL SIGNS.

1. Ground directional signs, without additional messaging, shall be restricted to eight (8) square feet in sign area per side.

2. Building directional signs shall be restricted to four (4) square feet in sign area and shall be one-sided signs, horizontal to the building.

170.10 ASSOCIATION IDENTIFICATION SIGNS. Association identification signs, not to exceed thirty-two (32) square feet, shall be permitted for the purpose of establishing a common neighborhood or complex identification when there exists an owner's association that provides for the maintenance of the sign or structures. Such signs shall be landscaped with trees, plantings, and natural features. Such signs may incorporate fountains, fences, or similar features. Association identification signs must meet a setback of at least five (5) feet. All signs must have a side setback in an amount equal to or greater than the height of the sign but in no case less than five (5) feet.

170.11 MONUMENT SIGNS FOR CHURCHES AND SCHOOLS. Monument signs for churches, schools and other public uses shall be constructed consistent with the provisions of Section 170.05 herein, in all respects, but for the restriction on the maximum sign area of said signs in residential districts being limited to 32 square feet.

170.12 ELECTRIC CHANGEABLE COPY. Electric changeable copy shall be allowed on monument signs for events centers, convenience stores, schools, churches and other public uses. A maximum of 32 square feet or 50% of the maximum sign area, whichever is less, may be dedicated to electric changeable copy, provided the following conditions are met:

1. Electric changeable message copy shall be integral to and a part of an approved monument sign.

170.13 NEON LIGHTS, MURALS. Neon light, murals, or similar architecture details, subsequent to Planning and Zoning and City Council approval, may be permitted as part of the theme of the site if it is determined that the architectural detail proposed is intended to create an identifiable theme and will not be detrimental with the surrounding environment.

170.14 HOME OCCUPATIONS. Home occupation signs and property address identification shall be permitted provided such signs shall not be larger than four (4) square feet in sign area and meet the other obligations and restrictions set out within the in home occupation ordinance.

170.15 GARAGE SALES. Garage sale signs shall be limited to six square feet in area. Such signs shall be removed within twenty-four (24) hours of the event of which it advertises. No sign shall be placed on public property.

170.16 ADDRESSES. Address letters and numbers on commercial and manufacturing developments shall not have a dimension greater than twelve (12) inches.

170.17 FLAGS.

1. Flags of the United States, the state, the city, foreign nations having diplomatic relations with the United States, and other flags adopted or sanctioned by an elected legislative body of competent jurisdiction, must be flown in accordance with protocol established by the Congress of the United States for the Stars and Stripes.

- A. The size of the flag must not be greater than 6 feet by 10 feet.

- B. The flag shall not be displayed higher than 35 feet.

Minimum setback from property line shall be five (5) feet.

2. A flag identifying a corporate, business, commercial enterprise, educational institution, or any other entity or organization that satisfies

the following requirements must comply with the general provisions for flags.

- A. The size is not greater than three feet by five feet.
- B. One such flag shall be allowed in connection with any lot of record. Minimum setback from property line shall be five (5) feet.

3. No flag of a commercial nature may be flown in a residential zone, except an apartment complex may have one flag in addition to the Stars and Stripes and the State of Iowa flag. A flag not meeting any one of the regulations established in this section shall be considered a banner sign and regulated as such.

170.18 SIGN AREA FORMULA. The area of a sign is determined by the P.W. Director, City Administrator, or designee using actual dimensions where practical, or approximate dimensions when irregularity of a sign shape warrants. The sign area shall be the sum of the area of not more than two (2) contiguous rectangles or squares that enclose the extreme points or edges of all copy, logos, and symbols of said sign. In the case of a multiple tenant building, the sign area shall not include any blank space located between two individual tenant signs.

170.19 TEMPORARY SIGNS. Signs in this section shall be permitted in all districts. Each temporary sign event shall last for a period of not more than seven (7) days and shall not exceed four occurrences in a twelve-month period for any one business without prior City Council approval. Temporary signs shall be no larger than 36 square feet in area. The minimum sign setback of temporary signs shall be five feet from property line.

*Mercy
Flag
Mounted
Banners*

170.20 REAL ESTATE PROJECT IDENTIFICATION BOARDS. Such real estate board shall be limited to one board for each plat. Such boards shall be permitted to be in place until 50% of the available lots shown by the plat have been sold. The minimum setback required for a Real Estate board is five feet. Said board shall not exceed sixty (60) square feet.

170.21 REAL ESTATE MARKETING "FOR SALE OR FOR RENT" SIGNS. Such real estate signs shall be limited to one sign, not to exceed six (6) square feet, per structure. Such signs shall be permitted to exist so long as the property is being actively marketed. Said signs must be located on private property and must be set back at least five (5) feet from the right-of-way.

170.22 BAG SIGNS. Such signs shall be permitted to be displayed for a period no longer than forty-five (45) days within a six (6) month period and no

more than ninety (90) days within a twelve (12) month period, and must be wholly located on private property.

170.23 SIGNS ON PUBLIC PROPERTY. It is unlawful for any person to paint, print, or in any way affix any picture, bill, sign, signboard, poster or advertising material on any post, utility pole, fire escape, hydrant, curb, sidewalk, tree, lamp post or other structure of any kind, or as to overhang or protrude over any property owned by the City or any easement of the City. No sign shall be located on or allowed to extend over public property except by permission of the City Council. The Monticello Police Department, Public Works Department, or other staff as designated by the City Administrator is hereby authorized and empowered to remove any such sign at the expense of the parties responsible for the erection of such signs. The face of any signage affixed to the face of a building shall be allowed to extend from the face of the building a distance of not to exceed twelve (12) inches.

170.24 APPLICATION, FEES, AND PERMIT. It is unlawful for any person to erect, alter or relocate within the City any sign without first submitting an Application, upon forms provided by the City, paying the required fee in an amount determined by resolution of the City Council from time to time, and receiving the permit unless specifically excepted from the Permit requirement herein.

170.25 SIGNS NOT NEEDING A PERMIT. The provisions and regulations of Section 170.24, "Application, Fees, and Permit" do not apply to the following signs. All other provisions of this Ordinance continue to apply.

1. Real Estate Signs.
2. Political Signs. Political Signs are not permitted on City property or within City ROW. Political signs must be removed within fourteen (14) days after the election.
3. Professional nameplates, not exceeding two square feet in area, affixed to the face of the structure.
4. Home occupation signs, provided such sign shall not exceed four square feet in total sign area. (A Home Occupation Permit may, however, be required.)
5. Signs located within the confines of a building that do not provide any illumination to the exterior of the building.
6. Memorial signs.
7. Garage and yard sale signs.

8. Traffic or other municipal signs, civic or service organizations, legal notices, railroad crossing signs, danger, and such temporary, emergency or non-advertising signs as may be approved by the City Council.
9. Project identification signs only during the time work is actually being performed on said premises. Such signs shall not be located on public property.

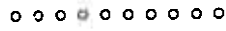
170.26 INSPECTIONS. All construction work for which a permit is required shall be subject to inspection by the Public Works Director. All such construction or work including footings and foundations (structural and location), electrical connections, etc. shall remain accessible and exposed for inspection until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this Code of Ordinances. Inspections presuming to give authority to violate or cancel the provisions of this Code of Ordinances shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes and to schedule, and be present for the required inspections. The City, nor any of its' employees or officials shall be liable for any expense associated with the removal of any material required to allow inspection.

170.27 MAINTENANCE. All signs and parts thereof, including but not limited to electrical wiring and fixtures, supports, faces, lighting, and braces shall be kept in good repair at all times, and shall be kept neatly painted or otherwise treated to prevent rust and similar unsightly deterioration and weathering. The City Administrator after thirty (30) days' written notice to the sign owner may order the removal of any sign that is not maintained in accordance with the provisions of this section and the cost assessed against the property where said sign is located. However, in the case a sign structure becomes a safety hazard as determined by the Public Works Director, the owner shall be ordered to immediately abate the safety hazard. The Public Works Director or City Administrator, or their designee, may cause any sign regulated by this Ordinance to be inspected from time to time as deemed necessary, for the purpose of ascertaining whether the same is secure, and whether it is in need of removal or repair to be in compliance with this section.

170.28 ABANDONED SIGNS. Any abandoned sign now or hereafter existing shall be taken down and removed by the owner, agent or person having beneficial use of the building or land upon which sign may be found within thirty (30) days after written notification from the City Administrator and, upon failure to comply with such notice within the time specified in such order, the

City Administrator is hereby authorized to cause the removal of such sign with the expense thereof to be paid by the owner of the building or structure to which the sign was attached. The City Council may be asked to allow an extension of time upon a written request setting out the reasons in support of said request. The extension request shall be made within the first fourteen (14) days following the mailing of notice to the owner/responsible party so that the Council may consider the request within thirty days after the mailing of the notice.

(Ch. 170 – Ord. 681 – Dec. 15 Supp.)



| | | |
|--|--|---|
| City Council Meeting Prep. Date: 05/17/19 Preparer: Doug Herman |  | Agenda Item: # 4 Agenda Date: 05/20/19 |
|--|--|---|

Communication Page

Agenda Items Description: Resolution to approve request of Monticello Nursing and Rehab. to have urban chickens.

| | | | | | | | | | | | | |
|--|------------|----------------------------------|--------------|--|-------------------|-----|-----------------|-----|--------------|-----|----------|-----|
| Type of Action Requested: Motion; Resolution ; Ordinance; Report; Public Hearing; Closed Session | | | | | | | | | | | | |
| Attachments & Enclosures: <table border="1" style="width: 100%;"> <tr><td>Resolution</td></tr> <tr><td>Request/Certificate/Coop Picture</td></tr> <tr><td>Copy of Code</td></tr> </table> | Resolution | Request/Certificate/Coop Picture | Copy of Code | Fiscal Impact: <table border="1" style="width: 100%;"> <tr><td>Budget Line Item:</td><td>n/a</td></tr> <tr><td>Budget Summary:</td><td>n/a</td></tr> <tr><td>Expenditure:</td><td>n/a</td></tr> <tr><td>Revenue:</td><td>n/a</td></tr> </table> | Budget Line Item: | n/a | Budget Summary: | n/a | Expenditure: | n/a | Revenue: | n/a |
| Resolution | | | | | | | | | | | | |
| Request/Certificate/Coop Picture | | | | | | | | | | | | |
| Copy of Code | | | | | | | | | | | | |
| Budget Line Item: | n/a | | | | | | | | | | | |
| Budget Summary: | n/a | | | | | | | | | | | |
| Expenditure: | n/a | | | | | | | | | | | |
| Revenue: | n/a | | | | | | | | | | | |

Synopsis: Monticello Nursing and Rehab requests permission to have a Chicken Coop on their property.

Background Information: City Code provides for urban chickens if property owner has met Code requirements that include attendance at a class, limited number of chickens, certain type of coop, application and licensing, etc. In addition, if the property on which the coop is proposed is not residential the Council must approve the placement.

Monticello Nursing and Rehab. has requested permission to place a chicken coop on their property to house three chickens between May and October. (See attached request.)

Recommendation: I recommend that the Council consider the request and take appropriate action.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO, IOWA

RESOLUTION #19-___

Resolution to approve request of Monticello Nursing and Rehab. to have urban chickens.

Whereas, The Monticello City Code of Ordinances allows for chickens to be maintained within the City limits so long as certain conditions are met, and

Whereas, The Monticello Nursing and Rehabilitation Center has requested permission to have Urban Chickens and has met all requirements to do so but for the receipt of Council approval which is required when the property is not zoned R-1 Single Family Residential, and

Whereas, Monticello Nursing and Rehabilitation has requested permission to maintain three chickens in a coop on their property between the months of May and October, and

Whereas, the Council finds that it would be appropriate to grant the request.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Monticello does hereby authorize, consistent with _____ of the Monticello Code, Monticello Nursing and Rehabilitation to maintain a Chicken Coop on their property so long as all other conditions as set out in the Code are met, the City Clerk to make said determination.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 20th Day of May, 2019.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

Doug Herman

From: Leann Herman <lherman@monticellocampus.com>
Sent: Tuesday, May 14, 2019 1:33 PM
To: Doug Herman
Cc: Laurissa Martin
Subject: urban chicken request
Attachments: SKM_C45819051313230.pdf; chicken coop.jpg

Monticello Nursing and Rehabilitation Campus is requesting permission from the Monticello City Council to allow urban chickens on our campus. The coop (see attachment) was purchased from Theisen's and will be placed in our back yard. We are requesting approval for 3 chickens. The chickens will be on our campus seasonally, from May to October. We have completed the permit application, reviewed the ordinance and have taken the online course offered through Iowa State University Extension. The certificate of completion is attached. Could you please add this item to your next city council meeting, May 20, 2019?

Thank you for your consideration.

Leann Herman
Community Relations, Monticello Nursing and Rehab

From: Copier
Sent: Tuesday, May 14, 2019 1:16 PM
To: Leann Herman <lherman@monticellocampus.com>
Subject: Scan from KM_C458

Certificate of Completion

This certificate is awarded to

Leann Herman

for successfully completing

Backyard Poultry Basics

May 30, 2016

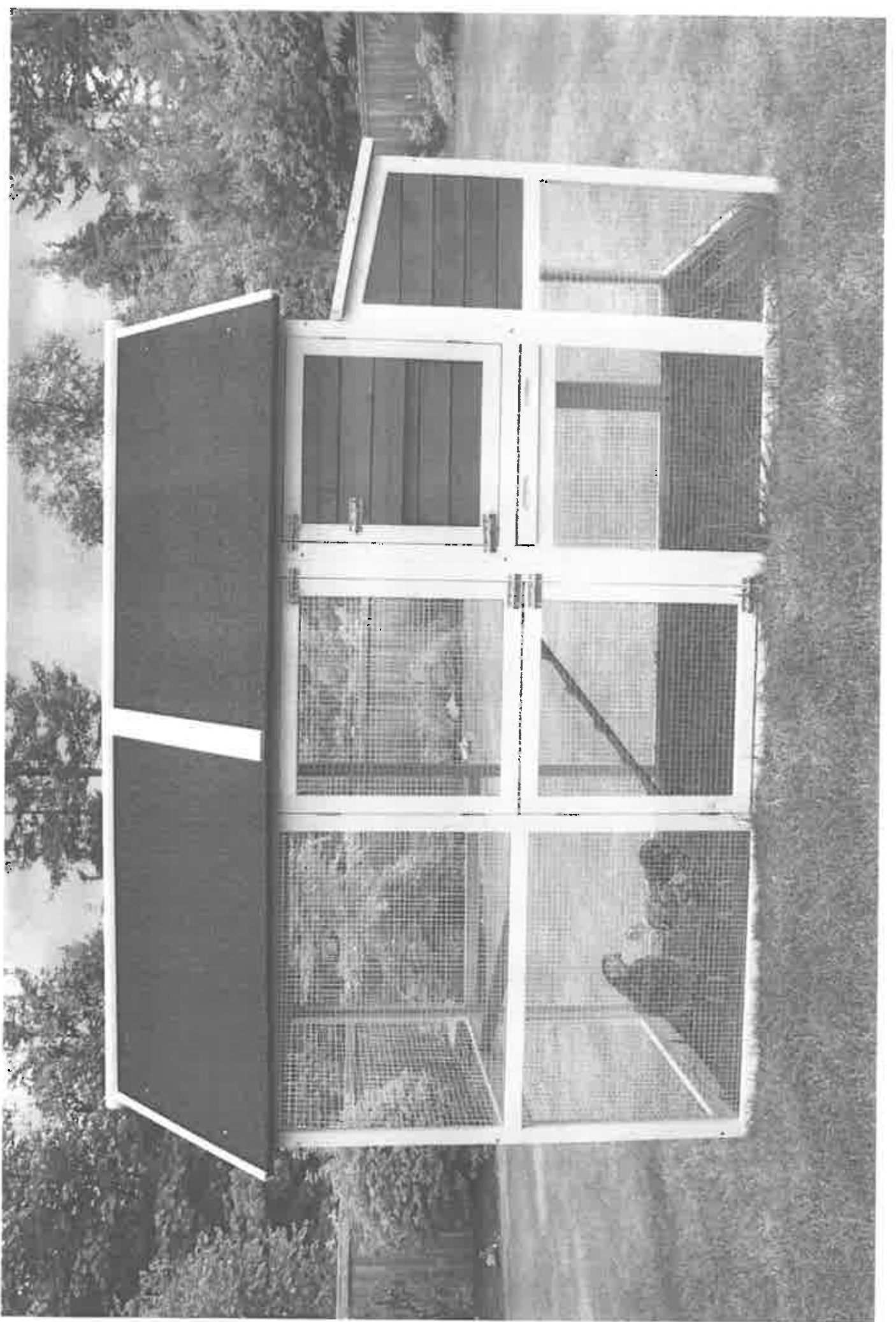
Date

Christa Hertweck

Christa Hertweck
Small Farm Program Coordinator
Iowa State University Extension and Outreach

IOWA STATE UNIVERSITY
Extension and Outreach

small farm
SUSTAINABILITY



Preparer: Doug Herman, Monticello City Admin. 200 E. 1st St., Monticello, IA 52310; 319.465.6435
Return to: Doug Herman, Monticello City Admin. 200 E. 1st St., Monticello, IA 52310

ORDINANCE NO. 703

An Ordinance amending the Monticello Code of Ordinances, by adding Chapter and section 165.48

WHEREAS, The City of Monticello finds as follows:

Chapter 165.48 Urban Chickens

It is unlawful for a person to keep livestock within the City, except in compliance with the City's zoning regulations.

1. Notwithstanding the provisions of this section, the keeping of domestic chickens (members of the subspecies of *Gallus gallus domesticus*) shall be permitted on single-family residences and zero-lot line duplexes (where each unit owner owns a separate and distinct portion of the lot), so long as such keeping is in strict compliance with this subsection and all other applicable City ordinances unless, despite compliance with the following, the presence of any particular chickens endangers the health, safety, peace, quiet, comfort, enjoyment of, or otherwise becomes a public nuisance to nearby residents or occupants or places of business.
 - a. *Property owners of properties that are not zoned or utilized as single-family residences or zero-lot line duplexes may be permitted to keep domestic chickens as outlined within the body of this Ordinance upon application to and approval of the City Council.* The City Council reserves the right, in their sole discretion, to deny any such application or to impose such additional restrictions and guidelines deemed appropriate.

2. No person shall keep chickens inside a single family dwelling unit, multi-family dwelling units, rental units, or other approved structure(s).
3. A tenant must obtain the landlord's written permission to keep chickens, which shall be submitted as part of the application for a permit.
4. Chickens must be confined in a coop or fowl house not less than 18 inches in height or, in the alternative, within a fenced pen area. Chickens must be kept within the coop, the fowl house, or the fenced pen area at all times unless removed for a temporary time for cleaning or for the safety of the chicken. Chickens must be housed in the coop from dusk until dawn.
5. The coop, the fowl house, or the fenced pen area shall be located in the rear yard (as defined in Section 165.06(105) only, must be of such a design to be reasonably expected to prevent entry by dogs, cats, or other animals, shall be completely enclosed (except fenced pen area), shall be well maintained, and shall be well drained so there is no accumulation of moisture.
6. The materials used in making a coop or fowl house (stationary or mobile) shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The use of scrap, waste board, sheet metal, or similar materials is prohibited. Fencing materials must meet all requirements set forth in the zoning regulations.
7. The coop, the fowl house, or the fenced pen area shall have a minimum of four (4) square feet of floor area for each chicken but shall not be any larger than twelve (12) square feet of area for each chicken. The coop, fowl house, or fenced pen area shall be a minimum of fifteen (15) feet from any property line, shall not exceed eight (8) feet in height, and shall fully comply with all applicable zoning regulations.
8. Any coop, fowl house, or fenced pen area shall be kept clean, sanitary and free from accumulation of chicken excrement and objectionable odors. All droppings and body excretions shall be either placed in fly-proof containers and double-bagged in plastic bags or, in the alternative, used as fertilizer on the same property or, with the owner's permission, on

other property within the City, so long as the droppings and body excretions are spread and incorporated into the soil within twenty four (24) hours.

9. Odors from chickens, chicken manure or other chicken related substances shall not be perceptible beyond the boundaries of the permitted tract of land. Noise from chickens shall not to disturb persons on adjoining properties or beyond based on an objective or reasonable person standard.
10. All chicken feed shall be stored in rodent-proof containers.
11. No more than six (6) chickens shall be kept or maintained per property, absent special approval of the City Council.
12. All chickens shall have wings clipped so as to eliminate the possibility of flight from the permittee's property.
13. All such chickens must be hens; no roosters are permitted.
14. All chickens covered by a permit shall be banded in accordance with procedures and requirements established by the City.
15. The City shall not be liable for injury or death of chickens caused by dogs, cats, or other animals, domestic or wild. Further, injury or death of a chicken caused by an animal is not, in and of itself, sufficient grounds for the City to determine that the animal is a vicious animal pursuant to Chapter 50 of this Code of Ordinances. Any dead chicken, not caused by slaughtering, shall be disposed of immediately upon discovering in a manner so as not to cause a nuisance pursuant to Chapter 50 of this Code of Ordinances.
16. Any slaughter of chickens not regulated by state law or otherwise forbidden or regulated shall be done only in a humane and sanitary manner and shall not be done open to the view of any public area or adjacent property owned by another.
17. No person shall keep any chickens unless they possess a City of Monticello permit issued by the City Clerk.

18. The City Clerk shall provide an application form upon request, which shall include consent forms for landlords and owners of adjacent properties.
19. The fees and associated costs shall be set by resolution.
20. Permits will be granted for one (1) year valid from January 1 through December 31. Permits may be purchased at any time during the year but will be valid only through December 31. Bands will be issued during the permitting process. The permittee shall place and keep leg bands on all of his chickens showing the permit number.
21. The applicant shall successfully complete an approved class in raising chickens in an urban setting prior to being issued a permit. The Permitting Officer shall maintain a current list of such approved classes.
22. Each chicken shall be banded at all times.
23. By the granting of the permit to raise chickens and the application thereof, the permittee authorizes that the City or its agents have the right to go onto permittee's property any time and without prior notice for the limited purpose of inspection of the premises to ensure that all applicable conditions have been met.
24. Within thirty (30) days after the expiration of any permit, the permittee shall apply for and secure a renewal of the permit in the manner provided for in this chapter. Failure to renew a permit within the time herein provided shall result in a delinquent fee, in addition to the regular permit fee, as set by the city council. All applicants shall be furnished with permit rules and regulations at the time the application is made. Permit rules and regulations shall be approved by resolution of the city council.
25. The permit is a limited license for the activity, and no vested zoning rights arise from the permit being issued.
26. The permit does not run with the land. Private restrictions on the use of the property shall remain enforceable and shall supersede the permit. The private restrictions include, but are not limited to, deed restrictions, condominium restrictions, neighborhood association bylaws,

covenants and restrictions, and rental agreements. A permit issued to a person whose property is subject to private restrictions that prohibit keeping of chickens is void.

27. In the event that an applicant or permittee does not fully and strictly comply with the requirements of this section, the application may be denied or the permit may be revoked. If an application is denied or a permit is revoked, the applicant or permittee shall be so informed in writing and also informed of the right to appeal said decision.
28. In any instance where the City Clerk has denied, revoked, suspended, or not renewed a permit, the applicant or permit holder may appeal the Clerk's decision to the City Administrator within ten (10) business days of receipt by the applicant or holder of the permit of the notice of the decision. The applicant or holder of the permit will be given an opportunity for a hearing. The decision of the City Administrator or any decision by the Clerk that is not appealed in accordance to this chapter shall be deemed final action.
29. When an application for a permit is denied or when a permit is revoked:
 - a. The applicant may not re-apply for a new permit for a period of 1 year from the date of the denial or revocation unless the denial or revocation is due to administrative reasons only, as determined by the City Clerk.
 - b. Any chickens shall be removed immediately.
 - c. Any coop, fowl house, fencing or other structures shall be removed within ten (10) days of the date of the permit being denied or revoked.
30. An owner or possessor of animals on property that is newly annexed has ninety (90) days from the date of annexation to bring the property into compliance required by this section.
31. Any property owner possessing chickens in violation of the City's Animal Code prior to the date this ordinance becomes effective, which is an illegal nonconforming use, shall have thirty (30) days to meet all requirements of this section and all other applicable provisions of the City's code of Ordinances.

32. A violation of this subsection is a simple misdemeanor or a municipal infraction, as provided in Chapter 3 of this Code of Ordinances.

B. Repealer:

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

C. Severability:

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

D. Effective Date

This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Dena Himes, Mayor

Attest:

Sally Hinrichsen, City Clerk

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance #703 was published in the Monticello Express on the 2nd day of August, 2017.

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 05/17/19
Preparer: Doug Herman



Agenda Item: # 5
Agenda Date: 05/20/19

Communication Page

Agenda Items Description: Resolution to approve wage increase for Jim Tjaden, Superintendent of Sewer and Water Departments.

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

Attachments & Enclosures:

Resolution (to be prepared by Monday)

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Sewer / Water Operating

Synopsis: Jim Tjaden has requested a wage increase to more accurately reflect his training and experience and value to the City.

Background Information: Jim Tjaden is a Grade 3 Sewer Dpt. Operator and a Grade 2 Water Operator, both being requirements for his position. There is a definite scarcity in the area of certified sewer operators and that scarcity, and the requirements of the position are always changing. Jim is currently paid \$24.20 per hour which equates to \$50,336 per year. Raises scheduled for July 1st would increase his pay to \$24.80 per hour or \$51,584.

Jim is currently overseeing water and sewer departments, will work with me on the budget, and supervises two employees, Tim and Daniel. In the past the PW Director oversaw those departments and employees. While a final decision has not yet been made I believe the direction we are headed is to separate, a bit, the water and sewer departments from the Public Works Dpt. Jim and Nick would each answer to the City Admin. and not to each other.

Jim and I have reviewed wages paid to Grade 3 operators in other similar communities with less or similar years of experience and their earnings far exceed his. Proposed wage increases for Jim are as follows: \$58,000 effective July 1, 2019; \$60,000 effective July 1, 2020, and \$62,000 effective July 1, 2021. I think these wages remain reasonable based upon the market information I have reviewed. Jim would become a salaried supervisor and be outside of the collective bargaining agreement. He would continue to be required to cover every third weekend so as to not overburden our two other departmental employees.

Recommendation: I recommend that the Council approve the proposed increases.

| | | |
|--|--|---|
| City Council Meeting Prep. Date: 05/17/19 Preparer: Doug Herman |  | Agenda Item: Agenda Date: 05/20/2019 |
|--|--|---|

Communication Page

Agenda Items Description: City Administrator Report

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

Attachments & Enclosures:

| |
|-------------------------------|
| 7 th Street Letter |
| Schoon Add. Letter |
| Attorney Information |
| <i>FAA Info</i> |

Fiscal Impact:

| | |
|-------------------|-----|
| Budget Line Item: | n/a |
| Budget Summary: | n/a |
| Expenditure: | n/a |
| Revenue: | n/a |

Engineer Report

Administrator Report:

1. Compost Site Update: 2nd reading, potentially 3rd, of County rezoning ordinance scheduled for Tuesday the 21st. If approved we will then move towards closing on the purchase.
2. N. Sycamore / 4th Street Lighting Update: We determined that existing light can be moved in such a way as to allow light to remain over Sycamore Street at that intersection. No change in plans required.
3. Additional 7th Street Reconstruction Work: Letter sent to property owners. (See Attached)
4. Schoon Addition Letter: Letter sent to property owners. (See Attached)
5. Berndes Center HVAC Schedule. Met with HVAC system designer and three contractors or reps. Expect bids prior to next Council meeting.
6. Main Street Iowa update: Progress being made on Application. Will update more at meeting.
7. City Fountain: I am guaranteed completion of project by July 4th. Hope to see work commence soon.
8. Hometown Pride: Committee working hard on the Main Street Application process.
9. Monti in Motion: Progress being made. Scheduled for June 8th, 8-2
10. FAA – Property buy out. Mike and First desire to build a new house on property off the end of the runway. I asked that they hold off for a period of time so that I could explore FAA funding. Current plan had funding for purchases a few years out but made sense to explore buyout now as opposed to buy out down the road with a new house. FAA has approved moving forward with a 90/10 grant. Looking for your initial reaction. Purpose tied to eventual lengthening of runway.
11. City Attorney Discussion: See attached documents from Lynch Dallas. City has been using them more and more while they are not our designated City Attorney. While I have no complaints with

Ann Loomis, current City Attorney, we have utilized Lynch Dallas, a firm with a number of attorneys with various specialties, over the years and it seems appropriate based upon that usage that we consider appointing that firm as our City Attorney moving forward. I don't anticipate any change in our use of legal counsel as I will continue to handle the day-to-day matters. The change merely reflects our current practice of using that firm. Would, with Council blessing, place this issue on our next City Council agenda.



CITY OF
MONTICELLO

200 E. First St.
Monticello, IA 52310
(319) 465-3577
Fax (319) 465-3527

Equal Opportunity Employer - Fair Housing City

To: Schoon Addition Property Owner

From: PW Director Nick Kahler

Re: Seal coating Project

Date: May 8, 2019

Dear Property Owner,

The City Council approved a bid received from LL Pelling to perform street repair work on Dana Avenue, Highview Avenue, and Thomas Avenue. (The Schoon Addition) The City Public Works Dpt. has seal coated these roads over the years with the purpose being to seal the road to prevent water infiltration. The process to be employed by LL Pelling is more involved. They will grind up the current surface, add a road rock base, compact the surface, and then put down two layers of seal coat, using pea gravel in both coats. This process will not only seal the road but smooth the surface of the road. The road will not get much higher than it is now and will be feathered down to ground level on the edges. All roads will have a common width of 22'. (That may be wider in a few spots than is currently the case.)

The City Council investigated three options for the finished road surface: flat, inverted crown, and crowned. The problem with a flat street is that water stands on the street and will eventually infiltrate the street and substrate. An inverted crown carries water down the middle of the street. Funneling water down the center of a street shortens the life of the street, primarily due to infiltration, and can create problems with snow removal. (Ice will often form in the inverted area and the snow plows can peel or scrape the outer edges of the street during snow removal.) A standard crown was recommended by the City Engineer and the contractors and then approved by the Council. A standard crown sheds half of the water from the street one direction and half the other and keeps water off of the street which will prolong its' life.

Work could start as early as next week (5/13-5/17) depending on weather. When Pelling gets to town they will sealcoat Diamond Drive first which should take 2-3 days with good weather. They will move their crew to the Schoon Addition when work is complete on Diamond Drive. They anticipate a 2-3 day work schedule in the Schoon Addition. Access to your driveways and residences should only have limited impact during their work. Always note, however, that the "oil" used in the seal coat project does not cure immediately and could get collected and transferred on your tires.

Please give me a call at City Hall with any questions or concerns.

Sincerely,

Nick Kahler
Public Works Director



CITY OF
MONTICELLO

200 E. First St.
Monticello, IA 52310
(319) 465-3577
Fax (319) 465-3527

Equal Opportunity Employer - Fair Housing City

To: 7th Street Property Owner
From: City Administrator Doug Herman
Re: 7th Street Reconstruction
Date: May 15, 2019

Dear Property Owner,

The City Council has directed me to reach out to all property owners with frontage on 7th Street between N. Cedar Street and N. Maple Street whose property does not lie totally within the scope of the N. Sycamore Street project to determine if those property owners are willing to sign a "Voluntary Assessment Agreement" if the Council were to reconstruct the entirety of 7th Street between Cedar and Maple as part of the N. Sycamore Street project.

The Council did not originally intend to reconstruct all of 7th Street, however the bids on N. Sycamore came in under estimate and the Council has decided that finishing the reconstruction of that block or so of 7th Street is a good use of money originally earmarked for the N. Sycamore Street project. Reconstruction would include the removal and replacement of the street, curb and gutter, sidewalk and driveway approaches. New water and sewer mains would also be installed along with new curb shut offs for all properties. (If you have recently replaced your sidewalk or driveway approach you will be given some amount of credit against that portion of the proposed assessment.)

The proposed assessments would be calculated identically to the N. Sycamore Street assessments with the assessment being tied to the lineal foot of curb and gutter and the square foot of sidewalk and driveway approaches. If you would like to replace, modify, or add a driveway it is possible that the costs related thereto may be added to your assessment. The assessment process would not likely be finalized until project completion in the early months of 2020 with the first payment against the assessed amount being due in September, 2021. The assessment may be paid immediately when due, may be paid over ten years with your Sep. property tax installment, or may be paid early at any time.

There are a total of fourteen (14) properties on 7th Street, but only eleven (11) would have some impact if this additional work moved forward. Seven (7) of the fourteen (14) are already being assessed some amount based upon their property abutting the N. Sycamore Street project with three (3) of the seven (7) seeing no increase in their assessment as their property is already totally within the scope of the N. Syc. Street project. The balance of the properties, seven (7) in total, are not within the scope of the N. Sycamore Street project at this time.

With complete agreement of the eleven (11) property owners who would be seeing a new or increased assessment we can move forward quickly with this project. If there is even one no vote amongst the eleven (11) the Council would then be required to treat this as a separate project and start the process from the beginning. In that event the costs, and therefore assessments, would most likely increase and work would be delayed. (Larger projects, like the N. Sycamore Street project, result in lower unit

pricing.) Kind of like buying in bulk at a grocery store or a Sams Club, the more you buy (the larger the project) the better per unit price you receive. The 7th Street project, if a stand-alone project, would have higher unit pricing which would increase overall costs. The Council could, alternatively, choose to not reconstruct the balance of your block.

If you agree that your street would benefit from reconstruction now is the time to move forward. Please give me a call at City Hall with any questions or concerns.

Property Address: _____

Estimated Assessment: _____

Sincerely,

Douglas D. Herman
City Administrator

Please fill out and return the following.

I am agreeable to signing a voluntary assessment agreement in the amount of approximately \$_____. I understand that this is a statement of intention and that I may change my mind before signing the actual agreement.

Yes: _____

No: _____

Name/Date: _____

Address: _____

Doug Herman

From: Searle, Jerald <Jerald.Searle@hdrinc.com>
Sent: Friday, May 17, 2019 2:10 PM
To: Doug Herman
Cc: pelmegreen@qwestoffice.net
Subject: MXO- Parcel Acquisition

Doug,

Jeff Deitering – FAA has no objection to the City pursuing the acquisition. The City has \$300,000 available in NPE funds. Jeff had an EA programmed, but Scott Tener - FAA believes this acquisition could be covered in a documented CATEX. (Less costly)

Based on our conversation earlier today, I believe you are in a good position to move forward. I am not aware of any environmental issues—so the documented CATEX should be sufficient.

Obviously I need to get the Master Plan done. Going forward: Airport Board & Council Concurrence, Scope/Contract, Initiate documented CATEX, Title Opinion, Plat, Appraisal, Review Appraisal, FAA Concurrence on FMV, Offer, Purchase Agreement, Payment, Deed, Update Exhibit A, Submit AIP Grant Application, Drawdown, Close Out.

Need to complete entire effort under the \$300,000. Should be any RELO considerations, that dollar amount would also have to fit within the \$300,000. This is a good step and sets a precedent. Maybe we will get that runway extended sooner than later.

Thanks
Jerry

**PROPOSAL FOR
CITY ATTORNEY LEGAL SERVICES
FOR THE CITY OF MONTICELLO, IOWA**

Submitted to:

Doug Herman, City Administrator
City of Monticello
200 East First Street
Monticello, IA 52310

Proposed By:



Patrick J. O'Connell
on behalf of
Lynch Dallas, P.C.
526 Second Avenue SE
Cedar Rapids, Iowa 52401
Telephone: 319.365.9101, Extension 131
Facsimile: 319.365.9512
Email: poconnell@lynchdallas.com
Website: www.lynchdallas.com

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Profile and Qualifications

- a. **Lynch Dallas, P.C.:** Our firm is comprised of seventeen (17) attorneys, eleven (11)¹ of whom comprise the firm's Public Sector Group, which services cities. To ensure consistency, Patrick J. O'Connell will be the primary contact between the City and Lynch Dallas, but all twelve of our Public Sector attorneys will be available to work for the City of Monticello. For more details regarding our Public Sector Group, please see the below section titled "Our People;" the enclosed brochure (Addendum A); and our website www.lynchdallas.com. The firm also has a very seasoned group of seventeen (17) support staff. We are proud of the fact that seven (7) members of our staff have been with the firm at least fifteen (15) years.

- b. **Licensure:** All of our attorneys are licensed to practice law in the state of Iowa. All of our key professional staff members are supervised by licensed attorneys at all times when working on client matters.

- c. **Location of the Office/Travel Issues/Conflicts of Interest:** Our firm is located at 526 Second Avenue SE, Cedar Rapids, Iowa. It is approximately a 45-minute drive for our attorneys to reach City Hall in Monticello. We are frequently in Cascade, so the drive to Monticello is convenient for us. All of our attorneys are accustomed to driving to service clients and do so regularly. We charge half of our windshield time to and from the City. It is our practice to keep costs down by using teleconference, Skype, and email to avoid unnecessary driving time when appropriate. We do not anticipate many conflicts of interest; due to the fact we are not aware of any business relationships we have with businesses or individuals in Monticello.

¹ Our firm has recently added three additional attorneys who will be starting work in summer of 2019, all of whom will be available to work for Monticello.

- d. **References:** The following public officials know us well and have had recent experience with my work product and practices:

City of Clinton (City Attorneys)

Matt Brooke, City Administrator
Lisa Frederick, City Clerk
Anita Dalton, Finance Director
Jason Craft, City Engineer
City Hall
611 South 3rd Street
P.O. Box 2958
Clinton, Iowa 52733-2958
mattbrooke@cityofclintoniowa.us
(563) 242-2144

City of Maquoketa (City Attorneys)

Gerald Smith, City Administrator
Judy Carr, City Clerk
City Hall
201 East Pleasant Street
Maquoketa, IA 52060
563-652-2484
gsmith@maquoketaia.com
jcarr@maquoketaia.com

City of Burlington (City Attorneys)

Jim Ferneau, City Manager
Stephanie Stuecker, Director of Administrative Services
Eric Tysland, Parks and Development Director
City Hall
400 Washington Street
Burlington, Iowa 52601
ferneauj@burlingtoniowa.org
stueckers@burlingtoniowa.org
(319) 753-8120

City of Cedar Rapids (Outside Labor and Employment Counsel)

James Flitz, City Attorney; Elizabeth Jacobi, Assistant City Attorney
Jeff Pomeranz, City Manager
City Hall
101 First Street SE
Cedar Rapids, IA 52401
319-286-5080
citymanager@cedar-rapids.org
e.jacobi@cedar-rapids.org
j.flitz@cedar-rapids.org

City of Cascade (City Attorneys)
Deanna McCusker, City Administrator
City Hall
320 1st Avenue West
Cascade, Iowa 52033
563-852-3114
cascadecity@netins.net

City of Marshalltown (Outside Counsel)
Jessica Kinser, City Administrator
City Hall
24 North Center Street
Marshalltown, Iowa 50158
641-754-5799
jkinser@marshalltown-ia.gov

City of West Burlington (City Attorney)
Dan Gifford, City Administrator
City Hall
122 Broadway
West Burlington, Iowa 52655
(319) 752-5451
giffordd@westburlington.org

Scope of Work

Please see our Public Sector Practice Areas Chart (Addendum B) for practice areas for each of our Public Sector attorneys. We have experience with a wide array of municipal issues. We can provide at least the following assistance to the City of Monticello:

- Annexation and the related Procedural Requirements
- ADA Advice, Interactive Process
- 28E and Other Sharing Agreements
- Parliamentary Procedure and Robert's Rules of Order
- Alternative Dispute Resolution
- Building and Construction Contracts
- Building Codes
- Business and Commercial Litigation
- Civil Rights and Other Litigation Defense
- Compliance with State and Federal Laws and Regulations
- Condemnation
- Drug/Alcohol Testing Policies and Related Issues
- Drafting and Interpreting Ordinances, Resolutions and Various Contractual Agreements

- Easement Drafting and Review
- Eminent Domain
- Employee Benefits
- Employee Evaluation, Discipline and Termination
- Employee Leave Issues
- Employment Policies and Procedures
- Environmental Issues
- FMLA Advice and Compliance
- Insurance Litigation and Insurance Coverage Disputes
- Labor and Employment Litigation
- Labor Relations, Collective Bargaining and Arbitration
- Media Relations
- Municipal Code Enforcement
- Nuisance Abatement Procedures, including Prosecution of Municipal Infractions and Petitions under Iowa Code 657A.10A
- Open Meetings, Freedom of Information Act and Open Records Issues
- Policy Development and Review
- Premises Liability and Chapter 671 Immunity Issues
- Prosecution of Municipal Code Violations
- Real Estate Transactions
- Unemployment Fact-Finding and Appeals
- Utility Issues
- Workers' Compensation
- Zoning Ordinances and Variances

As active city attorneys, general counsel, and advisors in other Iowa cities, Lynch Dallas regularly handles the matters listed above, especially the common daily issues which come before the city council and/or the city staff, such as ordinance review and drafting, nuisance abatement, contract drafting and review, buying and selling property, collective bargaining and labor relations, platting and easements, open records requests, employment issues, prosecuting and defending lawsuits, parliamentary procedure, and routine advice to City staff.

Lynch Dallas is also uniquely qualified to defend the City in most legal matters, and to proactively advise the City as to how to avoid litigation. As panel counsel for Iowa Communities Assurance Pool ("ICAP"), EMC Insurance Companies, and other municipal insurers, we have a great deal of experience with handling municipal liability issues across the state. In that capacity, we have represented over forty (40) eastern Iowa cities and counties.

System of Proposed Compensation

Lynch Dallas, P.C. proposes the following system of compensation. We propose to perform all work which the City assigns to Lynch Dallas on an hourly basis under the fee schedule below.

If we are required to travel to Monticello, we will bill one-half the regular rate for travel time. Regardless of whether attorney time is incurred for driving, we will bill standard federal mileage rate as determined by the IRS. Our policy is to minimize travel costs by efficient use of teleconference, Skype, and email. Consistent with our existing practice, we will bill the City monthly for all work performed in the previous month.

Proposed Rates

| <u>Producer</u> | <u>Rate</u> |
|---|--------------------|
| Shareholders/Senior Associate Attorneys (five or more years' experience) | \$165/hour |
| Junior Associate Attorneys (less than five years of experience) | \$145/hour |
| Legal Assistants | \$100/hour |

Reimbursement of Expenses

| | |
|---------------------------------|---|
| Filing Fees | Actual Cost |
| Postage | Actual Cost |
| Mileage | Federal Rate (IRS) |
| Online Legal Research (Westlaw) | \$40.00/search |
| Black & White Copies | \$0.15/page |
| Color Copies | \$0.60/page |
| Long Distance Faxes | \$1.00 first page + \$0.50/additional page |

About Lynch Dallas, P.C.

Lynch Dallas, P.C. is an AV-rated general practice law firm located in Cedar Rapids, Iowa. The firm was founded in 1926. Our Public Sector Group works with cities, counties, school districts and other public entities of all sizes across the entire state of Iowa on a wide variety of legal issues.

It is our understanding, based upon information provided by the City Manager that the City of Monticello is in need of a law firm to provide municipal city attorney services. Lynch Dallas currently serves as full time contract city attorneys for the cities of Bellevue, Burlington, Cascade, Clinton, Elkader, Independence, Maquoketa, Middletown, Mount Pleasant, New London, Preston, Shellsburg, Tipton, Wellman, and West Burlington. We also currently work as general counsel (i.e., for a wide variety of matters such as collective bargaining, human resources support, investigations, litigation, or other matters as directed) for the cities of Marion, North Liberty, Cedar Rapids, Coralville, Fort Madison, Creston, Lee County, Des Moines County, Fayette County, West Liberty, and Marshalltown. Since

Lynch Dallas, P.C. has a regional public sector practice, we are accustomed to being on the road many days each month for client meetings, collective bargaining sessions, council meetings and work sessions, court hearings and trials, and other scheduled events. We also use technology to correspond remotely when the circumstances so require.

Lynch Dallas also represents private sector clients from small businesses to large publicly traded corporations like Collins Aerospace (formerly Rockwell Collins), Aegon/Transamerica Life and Toyota Motor Company. Many of the issues facing these companies mirror those we handle daily for our public sector clients.

Addendum B shows a chart of the areas of expertise of each member of our group. Please also see, Addendum A, our firm's Public Sector Group brochure.

Our Commitment

We require the highest quality work product from all of our attorneys and staff. We believe in building lasting relationships with clients, based on confidence in our abilities and in our responsiveness. We understand that time is often of the essence when representing cities, particularly when a problem presents not only legal issues, but also political ramifications. Our business day is defined by client needs, not by the hour of the day. We believe in a collaborative approach and take pride in our responsiveness. We also value creative problem solving to achieve successful results. Finally, we always strive to deliver high quality at a reasonable cost.

Our Approach

While one attorney will serve as the primary contact (i.e responsible for communicating the weekly report), the concept we propose would be to provide a legal department for the City on a contract basis. Lynch Dallas believes that competence and responsiveness are the primary goals when serving its clients and, because our firm's attorneys possess knowledge and experience in many different fields of law, it makes sense to involve them in specific matters uniquely applicable to their knowledge and abilities. Please see City-County Public Practice Chart enclosed.

When given an assignment or a request for advice by the City, the primary attorney evaluates the issue and either responds personally or involves other attorneys with specialized knowledge or experience relevant to the particular area of concern. We believe this team approach most effectively provides clients with well-reasoned, experienced and up-to-date advice in the most timely and cost-effective manner possible. This also allows the City's business to move forward on many fronts simultaneously. Over time, the City staff will likely reach out directly to particular attorneys in the firm with whom they are working on particular matters.

As part of this team approach, we will occasionally bring multiple attorneys to City events and meetings to become acquainted with City officials and staff. Whether an additional attorney attends a meeting as part of our firm's own training efforts, or to ensure that the

attorney who will be doing work behind-the-scenes is fully immersed in the project, ***the City will never pay for more than one attorney's attendance at a meeting.*** The only exception to this policy is when a City explicitly authorizes payment for the services of more than one attorney at a given meeting or event. We often split the billing between two attorneys, so that the City pays only one rate for a given meeting or task.

For this type of team approach to work it is critical that both the City Administrator and our attorneys maintain a firm grasp of who is working on which projects and the status of the various projects. As part of the services Lynch Dallas, P.C. provides to city clients, we make a practice of providing a detailed weekly status report. The City Administrator will receive this report each weekend and can then share this report with the City Council and the Mayor, as necessary. Please see Addendum C as an example of this method of communication.

Our Timeliness

Because of the firm's size and breadth of skill sets, we can respond on short notice and within tight timelines that are customary for clients in the public sector. We are also able to provide greater specialization and expertise than many smaller law firms. When a client approaches our law firm seeking advice, it is likely our attorneys have previously handled a similar issue. Phone calls and emails are returned on a timely basis – often within a few hours and nearly always within 24 hours. Due to the fact we represent public entities all over the state of Iowa, we find that email and conference calls are efficient means of communicating with our clients and we find our clients are very comfortable with these arrangements for most daily issues. Our law firm has invested heavily in technology (e.g., video conferencing, Skype, smart phones, remote workstations, etc.). Due to the nature of our work, many of our attorneys travel thousands of miles each year attending to the needs of our clients. We are willing to do whatever it takes on a moment's notice to ensure that our clients are satisfied and well represented.

Our People

Brief biographies for each of our attorneys who would serve the City of Monticello, as discussed above, are outlined in the Public Sector Group Brochure, Addendum A. Together, this group of attorneys has over one hundred years' collective experience working for public sector clients.

The attorneys in our Public Sector Group are members of the Iowa Municipal Attorneys' Association and many other city-related organizations. We regularly speak at legal seminars on municipal affairs, such as those sponsored by the Iowa League of Cities. We are well versed in new developments in municipal law.

Our Representative Public Sector Clients

Sample representative public sector clients include, but are not limited to, the following:

City of Bellevue, City of Bloomfield, City of Burlington,* City of Clinton,* City of Cedar Rapids, City of Creston, City of Coralville, City of Elkader,* City of Fort Madison, City of Independence, City of Maquoketa,* City of Marion, City of Marshalltown, City of Middletown,* City of Mount Pleasant, City of New London, City of North Liberty, City of Preston,* City of Shellsburg,* City of Tipton,* City of Washington, City of West Burlington,* City of Woodbine, Fayette County, Lee County (and most of its affiliated boards and commissions), Lee County Public Safety Answering Point, Black Hawk County, Winneshiek County, Armstrong-Ringsted Community School District, Atlantic Community School District, Belle Plaine Community School District, Bellevue Community School District, Benton Community School District, Carroll Community School District, Cedar Rapids Community School District, Center Point-Urbana Community School District, Central DeWitt Community School District, Estherville Lincoln Central Community School District, Fort Madison Community School District, Glenwood Community School District, H-L-V Community School District, Independence Community School District, Keokuk Community School District, Lewis Central Community School District, Maquoketa Valley Community School District, Marion Independent School District, Mediapolis Community School District, Midland Community School District, Monticello Community School District, Mount Vernon Community School District, North Scott Community School District, Pekin Community School District, Waterloo Community School District and Great River Regional Waste Authority.

*Designates cities for which Lynch Dallas provides comprehensive city attorney services.

Our Availability

Lynch Dallas, P.C.'s office is located at 526 Second Avenue SE, Cedar Rapids, Iowa. Our office hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, although we can readily be reached after hours in most cases. All of the attorneys in our Public Sector Group are willing to make their cell phone numbers available to select City staff.

CONTRACT FOR MUNICIPAL ATTORNEY SERVICES

IT IS AGREED between the City of Monticello, Iowa (“the City”) and Lynch Dallas, P.C. (“Attorneys”):

1. **EMPLOYMENT.** The City employs Lynch Dallas to represent the City for such municipal services as the City may determine beginning July 1, 2019 and continuing in perpetuity unless cancelled by either party in accordance with this contract. The scope of employment shall encompass all legal work directed by the City Council or its designee(s). Said work may encompass, but may not be limited to:

- 28E and Other Sharing Agreements
- Advice on Parliamentary Procedure and Robert’s Rules of Order
- Alternative Dispute Resolution
- Advice to City Administrator
- Building and Construction Contracts
- Building Codes
- Civil Litigation Advice
- Civil Service Advice
- Compliance with State and Federal Laws and Regulations
- Drug/Alcohol Testing Issues
- Drafting and Interpreting Ordinances, Resolutions, and Various Contractual Agreements
- Eminent Domain
- Employee Benefits
- Employee Evaluation, Discipline, and Termination
- Employment Policies and Procedures
- Environmental Issues
- Insurance Litigation and Insurance Coverage Disputes
- Labor and Employment Litigation
- Labor Relations, Collective Bargaining, and Arbitration
- Media Relations
- Municipal Code Enforcement
- Negotiation and Drafting of Easements
- Open Meetings, Freedom of Information Act, and Open Records Issues
- Planning and Zoning Issues and Hearings
- Prosecution of City Ordinance Violations, Include Trials
- Policy Development and Review
- Premises Liability and Chapter 670 Immunity Issues
- Real Estate Transactions
- Unemployment Fact-finding and Appeals
- Utility Issues
- Workers’ Compensation Advice until a Contested Case is Filed
- Zoning Ordinances and Variances

2. **EXPENSES.** In addition to payment for fees, the City shall reimburse Attorneys for reasonable expenses incurred on behalf of the City, including but not limited to photocopies, postage, computer-aided legal research, federal mileage rate for travel, cost of securing records or documents, photographs, hospital records, medical reports, medical examinations, filing fees, court costs, depositions, expert witness fees, and other reasonable expenses incurred by Attorneys for the City. In the case of very large expenses, the City may need to pay said expenses directly. Any unpaid expense will be billed periodically by Attorneys and will be paid by City upon billing. Any unused expense money advanced to Attorneys by the City shall be refunded to the City.

Reimbursement of Expenses

| | |
|--------------------------|--|
| Filing Fees | Actual Cost |
| Postage | Actual Cost |
| Mileage (LexisNexis®) | Federal Rate (IRS) \$40.00/search (not to exceed one charge per research project) |
| Black & White Copies | \$0.15/page |
| Color Copies | \$0.60/page |

3. **RECONCILIATION OF FEES OWED ON RETAINER.** All fees accrued as of the date of execution of this agreement for on-retainer matters due and owing following the application of any retainer payments held in trust shall be remitted by the City within two monthly billing cycles.

4. **FEES.** The City shall pay Attorneys for fees at the following hourly rates:

| | |
|---|----------|
| Shareholders/Senior Associates (5 years or more experience) | \$165.00 |
| Associates | \$145.00 |
| Legal Assistants | \$100.00 |

The City shall be billed at one-half the usual hourly rate for travel time, plus reimbursement of Attorneys for mileage traveled in their representation of the City, as set forth in Paragraph 3, above. Unless agreed, the City shall pay for only one attorney at meetings, or a combined fee and mileage equal to the rate of one attorney, regardless of whether one or more attorneys is present.

5. **BILLING.** The City shall be billed monthly for fees and expenses incurred in the previous month. Attorneys shall bill in increments of .1 (one-tenth) of an hour, and each entry shall be separately accounted and described. It is the City's responsibility to ask questions if a bill requires clarification. Bills shall be paid within thirty (30) days of receipt.

6. **PLACE OF PAYMENT.** All sums due shall be paid at Attorneys' office, Lynch Dallas, P.C., P.O. Box 2457, 526 Second Avenue SE, Cedar Rapids, Iowa 52406-2457.

7. COMMUNICATION BY ATTORNEYS. Consistent with the City's desire to balance the efficient control of legal expenses with the need for the City's politically elected to leaders to be kept aware of important developments, Attorneys shall use reasonable best efforts to ensure the City staff and the City Council are appropriately informed of ongoing matters and questions are answered promptly.

8. CONTINUING AGREEMENT. This agreement shall continue year to year without action of the parties. However, either party may at any time, with written notice to the other party, discontinue this agreement with one-hundred and twenty (120) days' written notice.

Dated the _____ day of _____, 2019.

CITY OF MONTICELLO, IOWA

LYNCH DALLAS, P.C.

By: _____

Brian Wolken, Mayor

By: Patrick J. O'Connell, Shareholder

Attest:

Sally Hinrichsen, City Clerk

(SAMPLE) CITY OF MONTICELLO
MUNICIPAL ATTORNEY PROJECT STATUS
05.08.2019

New

| <u>Matter</u> | <u>Status</u> | <u>Attorney(s) Responsible</u> |
|--|--|--------------------------------|
| Threat of Lawsuit by Owner of 123 Main St | Reviewing Demand letter; Drafting response; Waiting for feedback from City Administrator per email sent 4/9/19 | Pat |
| Municipal Infraction against J. Doe | Draft being prepared; File by 4/30/19 | Greg |
| Termination of Employee in Public Works Department | Due process/FMLA issues being researched | Ben |
| | | |
| | | |
| | | |

Pending

| <u>Matter</u> | <u>Status</u> | <u>Attorney(s) Responsible</u> |
|------------------------|---|--------------------------------|
| Municipal Prosecutions | Preparing for traffic violation prosecutions and nuisance hearings 5/15 | Ben |
| Collective bargaining | Next bargaining session 2/12/20 | Holly |
| | | |
| | | |
| | | |

Finished

| <u>Matter</u> | <u>Status</u> | <u>Attorney(s) Responsible</u> |
|-----------------------|------------------------------|--------------------------------|
| Question re: deposits | Pat emailed advice 4/8/19 | Pat |
| Bid Question | Holly emailed advice 3/29/19 | Holly |
| | | |
| | | |
| | | |

LYNCH DALLAS, P.C.'S CITY/COUNTY PUBLIC PRACTICE EXPERIENCE

X = Area of Experience

| | Patrick O'Connell | Steven Leidinger | Wilford Stone | Amy Reasner | Grett Nitzschke | Emily Ellingson | Holly Coker | Kyle Sounhein | Gregory Usher | Nathan Kooker | Ben Roberson |
|---|-------------------|------------------|---------------|-------------|-----------------|-----------------|-------------|---------------|---------------|---------------|--------------|
| 28E and Other Sharing Agreements | X | X | | | X | X | X | | | X | |
| Alternative Dispute Resolution | X | X | X | X | X | X | X | | | | X |
| Annexation | X | X | | | | | | X | | | |
| Building and Construction Contracts | X | X | | | X | X | X | X | X | | X |
| Building Codes | X | X | | | | | | X | | | |
| Civil Rights Defense | X | | X | X | X | X | X | | X | X | X |
| Civil Service Issues, Hearings, and Appeals | X | | | X | X | | X | | | X | |
| Compliance with State and Federal Laws and Regulations | X | X | | | X | X | X | X | | X | X |
| Drafting and Interpreting Ordinances, Resolutions, and Various Contractual Agreements | X | X | | | X | X | X | X | X | X | X |
| Drug/Alcohol Testing Policies and Related Issues | X | | X | X | X | X | X | | | X | |
| Eminent Domain/Condemnation | X | X | | | | | X | | | | |
| Employee Benefits | X | | | | X | X | X | | | X | |
| Employee Evaluation, Discipline, and Termination | X | | X | X | X | X | X | | | X | X |
| Employee Leave, FMLA | X | | X | X | X | X | X | | | | X |
| Employment Policies and Procedures | X | | X | X | X | X | X | | X | X | X |
| Environmental Issues | X | | | | X | | | | | | |
| Insurance Litigation & Insurance Coverage Disputes | X | X | X | X | | X | X | X | X | X | X |
| Labor and Employment Litigation | X | | X | X | X | X | X | | X | X | |
| Labor Relations, Collective Bargaining, & Arbitration | X | | X | X | X | X | X | | | | |
| Media Relations | X | | | X | X | X | X | | | | |
| Municipal Code Enforcement | X | X | | | | X | X | X | X | | |
| Negotiation and Drafting of Easements | X | X | | | | | | X | | | |
| Nuisance Abatement Procedures | X | X | | | | X | X | X | X | | |
| Open Meetings, Freedom of Information Act and Open Records Issues | X | X | X | | X | X | X | | X | X | X |
| Parliamentary Procedure & Robert's Rules of Order | X | X | | | X | X | | | | | |
| Planning and Zoning Issues and Hearings | X | X | | | | | X | X | | | |
| Policy Development and Review | X | X | | | X | X | X | | X | | |
| Premises Liability & Chapter 670 Immunity Issues | X | X | X | X | | | X | | X | | |
| Real Estate Transactions | X | X | | | | | | X | | | |
| Subdivision/Development | | X | | | | | | X | | | |
| Unemployment Fact-Finding and Appeals | X | | X | X | X | X | X | | | X | |
| Utility Issues | X | X | | | | | | | | X | |
| Workers' Compensation | X | | | | X | | X | | | | X |

Experience & Capabilities

In our capacities as city attorneys or as special legal counsel, Lynch Dallas handles a variety of legal issues typically faced by cities and counties, including, but not limited to:

- Labor Relations, Collective Bargaining, and Arbitration
- 28B and Other Sharing Agreements
- Alternative Dispute Resolution
- Building and Construction Contracts
- Building Codes
- Litigation
- Civil Service Matters
- Compliance with State and Federal Laws and Regulations
- Drug/Alcohol Testing
- Drafting and Interpreting Ordinances and Resolutions
- Annexation
- Eminent Domain
- Employee Benefits and Workers' Compensation
- Employee Evaluation, Discipline, and Termination
- Employment Policies and Procedures
- Environmental Matters
- Insurance Litigation and Insurance Coverage Disputes
- Labor and Employment Litigation
- Media Relations
- Municipal Code Enforcement and Nuisance Abatement
- Open Meetings, Freedom of Information Act, and Open Records
- Planning and Zoning
- Policy Development and Review
- Premises Liability and Chapter 671 Immunity Issues
- Real Estate Transactions and Contract Review
- Unemployment Fact-finding and Appeals
- Utility Matters

Advertising Material

This brochure does not imply that these attorneys have limited their practices or are certified specialists in the fields specified herein. You are urged to make your own investigation and evaluation.

The determination of the need for legal services and the choice of a lawyer are extremely important decisions and should not be based solely upon advertisements or self-proclaimed expertise.

Memberships and offices in legal fraternities and legal societies, technical and professional licenses, and memberships in scientific, technical and professional associations and societies of law or field of practice do not mean that a lawyer is a specialist or expert in a field of law, nor do they mean that such lawyer is necessarily any more expert or competent than any other lawyer. All potential clients are urged to make their own independent investigation and evaluation of any lawyer being considered.

LYNCH DALLAS, P.C.
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Cedar Rapids, Iowa
Cedar Rapids, Iowa 52402-2477

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Email: employment@lynchdallas.com
employment@lynchdallas.com
Website: www.lynchdallas.com

**LYNCH DALLAS, P.C.**
ATTORNEYS AT LAW

ESTABLISHED 1926

ATTORNEYS AT LAW

Lynch Dallas, P.C.
Cedar Rapids, Iowa

www.lynchdallas.com

Providing Legal Services to
Cities and Counties Across Iowa

Representing Cities and Counties

Lynch Dallas, P.C. is a Cedar Rapids, Iowa, law firm, with broad experience counseling and representing public sector clients, including cities and counties across Iowa in virtually all legal matters. We serve as city attorneys, special legal counsel on particular matters, and insurance appointed defense counsel.

We frequently serve as chief labor negotiators at the bargaining table, and also as outside counselors in negotiations, helping to form bargaining positions, draft contract language, and provide strategic advice.

We also represent public employers in employment litigation and handle cases on virtually every aspect of the employment relationship, including litigation before the Iowa Civil Rights Commission, Local Civil Service Commissions, the Equal Employment Opportunity Commission and in state and federal courts.

Representative Clients

- City of Burlington*
- City of Cascade*
- City of Cedar Rapids
- City of Clinton*
- City of Coralville
- City of Creston
- City of Elkader
- City of Fort Madison
- City of Independence
- City of Jesup
- City of Keokuk
- City of North Liberty
- City of Marion
- City of Maquoketa*
- City of Marshalltown
- City of Middletown
- City of Monticello
- City of Mount Pleasant
- City of New London*
- City of Tipton
- City of Washington
- City of Wellman
- City of West Burlington
- City of West Liberty
- Clinton County
- Clinton County Assessor
- Des Moines County
- Fayette County
- Lee County
- Lee County PSAP

*Designates cities for which Lynch Dallas, P.C. serves as City Attorney.



Patrick J. O'Connell University of Iowa College of Law (1995). Mr. O'Connell is a former Marine Judge Advocate and an experienced trial attorney. Mr. O'Connell works extensively with cities and counties on a variety of issues, including litigation defense, collective bargaining, interest and grievance arbitration, civil service appeals, employee discipline, ZBE agreements, zoning issues, nuisance abatement, condemnation, contract drafting, ordinance drafting, prosecution of city code violations, state and federal appeals, policy manuals, workers' compensation and commonly faced by city and county governments. Mr. O'Connell recently won a high profile officer-involved shooting case on behalf of a city. Email: poconnell@lynchdallas.com



Steven C. Leidingner Ohio State University College of Law (2006). Mr. Leidingner practices in the areas of municipal law, insurance defense, real estate, land use and development, and transactional matters. Mr. Leidingner has considerable experience in zoning, subdivision, code enforcement, nuisance abatement, litigation defense, real estate transactions, intergovernmental agreements, public improvements, contract review, policy development, and general liability matters. Email: sleidingner@lynchdallas.com



Holly A. Corkery University of Iowa College of Law (2012). Ms. Corkery has experience working with cities and counties on a variety of employment and labor issues, including employee discipline, social media issues, policy manuals, and employee leave issues. She recently represented the City of Burlington on a public records case before the IPB. Ms. Corkery also represents cities and counties in open records and open meetings matters, construction disputes, prosecution, and general litigation matters. Email: hcorkery@lynchdallas.com



Wilford H. (Bill) Stone University of Iowa College of Law (1984); Georgetown University Law Center (LL.M., Labor Law 1987). Mr. Stone has considerable experience defending public employers on alleged defamation and other tort claims, and alleged excessive force and unreasonable search and seizure by police officers and police departments. Email: wstone@lynchdallas.com



Amy L. Reasner University of Iowa College of Law (2001). Ms. Reasner has extensive experience in investigating and litigating employment discrimination, harassment, retaliation, and FMLA cases in both state and federal court. She successfully defended the City of Marion at the Iowa Supreme Court in a disability discrimination case involving a firefighter. *Deeds v. City of Marion, Iowa (2018)*. Finally, Ms. Reasner is a former KING News Radio anchor and reporter, which makes her effective in assisting clients when working with the media during controversial cases. Email: areasner@lynchdallas.com



Brett S. Nitzschke University of Iowa College of Law (1988). Mr. Nitzschke has represented a variety of Iowa cities, counties, and school districts on a wide range of legal matters, including employee personnel issues, open meetings and open records issues, collective bargaining, grievance and arbitration issues, contracts, and building and construction issues. He successfully defended the Atlantic Community School District at the Iowa Supreme Court in a lawsuit brought by the ACLU against the District seeking the release of employee disciplinary information. *ACLU Foundation of Iowa v. Atlantic Community School District (Iowa 2012)*. Email: bnitzschke@lynchdallas.com



Emily K. Ellingson University of Iowa College of Law (2009). Ms. Ellingson works on a variety of legal matters with public sector clients, including collective bargaining, open meetings and public records, drafting policies and procedures, employee discipline and termination, employee benefits compliance, ADA accommodations/interactive processes, FMLA matters, wage and hour issues, internal investigations, and general civil litigation. Email: ee@lynchdallas.com



Kyle A. Sounhein Drake University Law School (2008). Mr. Sounhein's public sector practice includes real estate transactions, zoning, litigation defense, land use and development, and other transactional matters. Email: ksounhein@lynchdallas.com



Gregory T. Usher University of Iowa College of Law (2015). Mr. Usher has experience working with cities and counties on a wide range of general matters including employment and labor issues, ordinance drafting/enforcement, prosecutions, contract drafting/review, litigation defense and general liability matters. Email: gusher@lynchdallas.com



Benjamin W. Roberson University of Iowa College of Law (2016). Mr. Roberson has experience working with public entities on employment disputes, including FLSA and discrimination claims; workers' compensation, collective bargaining; nuisance abatement; and zoning violations. Email: broberson@lynchdallas.com