

# City of Monticello, Iowa

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Final Agenda Posted on October 02, 2020 at 3:00 p.m.  
Monticello City Council Meeting October 5, 2020 @ 6:00 p.m.  
Monticello Renaissance Center, 220 E. 1<sup>st</sup> Street, Monticello, Iowa

<b>Mayor:</b>	Brian Wolken	<b>City Administrator:</b>	Doug Herman
<b>City Council:</b>		<b>Staff:</b>	
<b>At Large:</b>	Dave Goedken	<b>City Clerk/Treas.:</b>	Sally Hinrichsen
<b>At Large:</b>	Brenda Hanken	<b>Police Chief:</b>	Britt Smith
<b>Ward #1:</b>		<b>City Engineer:</b>	Patrick Schwickerath
<b>Ward #2:</b>	Candy Langerman	<b>Public Works Dir.:</b>	Nick Kahler
<b>Ward #3:</b>	Chris Lux	<b>Water/Wastewater Sup.:</b>	Jim Tjaden
<b>Ward #4:</b>	Tom Yeoman	<b>Amb. Dpt. Lead Par.:</b>	Lori Lynch

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

1. **Resolution** to approve appointment of Ward 1 resident to fill vacancy created by resignation of Gary Feldmann.

**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	September	21, 2020
Approval of Payroll	September	24, 2020
Approval of Bill List		
Approval of Treasurer's Report for August, 2020		
Approval of Glass Tap Liquor License		

## Motions:

2. **Motion** to direct action with regard to tree trimming/removal on Stutt property adjacent to 6<sup>th</sup> Street Ditch.

**Public Hearings:** None

## Resolutions:

3. **Resolution** approving Engagement Letter with Public Financial Management (PFM) related to Sewer Plant funding/planning/bonding planning.
4. **Resolution** to approve request of Kevin Kurth for "warranty" of repaired water service line.

5. **Resolution** to direct action with regard to Bud Coyle sidewalk and drainage improvements.
6. **Resolution** to approve bids related to Street Repair Bid Packages.
7. **Resolution** to approve the City of Monticello Sidewalk Policy as proposed and recommended by the Sidewalk Committee.
8. **Resolution** to approve Sidewalk Committee 7<sup>th</sup> Street / Breckenridge sidewalk infill recommendations.

**Ordinances:**

9. **Ordinance** Amending the Code of Ordinances of the City of Monticello by amending Chapter 105, Solid Waste Control, by adding impose Compost Site Fee. (2<sup>nd</sup> Reading)

**Reports / Potential Action:**

1. City Administrator
  - a. JCED Board Opening (Replacing Mayor Wolken)
  - b. ECIA Housing Authority Commissioner Position
  - c. ADA Improvement Standards – Review
  - d. Available Capital Project Funding
  - e. Administrator Resignation – Search Process Discussion/Potential Action
2. Police Chief
  - a. Council Chambers AV Improvement Options Summary
3. Public Works Director
4. Park and Recreation
5. City Engineer

**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.

## **Meeting Instructions for the Public**

**Due to the Covid-19 Virus the City Council will be limiting access to the Council meeting to a limited number of residents on a first come first served basis so that social distancing may be maintained. The meeting will continue to be broadcast on Mediacom (Local Access Channel) and will be accessible via Zoom.**

The City Administrator will be hosting the Zoom Meeting app and you may participate by joining the meeting via zoom, the information being set forth below.

Join Zoom Meeting:

<https://us02web.zoom.us/j/81199859708?pwd=Z0owTTlkakx1dmp2M1UvM0Y1a0dmZz09>

Meeting ID: 811 9985 9708

Passcode: 317299

Dial by your location: 1-312-626-6799

**Some feel more comfortable with other wearing masks. While not required, please take this consideration into account.**

City Council Meeting  
Prep. Date: 10/01/20  
Preparer: Doug Herman



Agenda Item: # 1  
Agenda Date: 10/05/20

*Communication Page*

**Agenda Items Description:** Resolution to approve appointment of Ward 1 resident to fill vacancy created by resignation of Gary Feldmann.

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

**Attachments & Enclosures:**

Proposed Resolution

Letters of Interest

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:** Iowa Code provides procedural options to consider when filling a vacant Council position. Council published notice of intent to appoint eligible Ward 1 resident to fill vacancy.

**Background Information:** Generally, the City Council may either appoint or schedule a special election. The electors of Ward 1 may force a special election if the Council appoints.

The Council directed staff to proceed with the publication of notice of the Council's intent to appoint. Three persons have, at this point, expressed interest in being appointed. Their letters expressing interest have been appended hereto and also forwarded directly to the City Council and Mayor.

If the Council proceeds with an appointment the person appointed will be sworn in and seated immediately. Any eligible elector of Ward 1 may take steps to force a special election. That election, at the earliest, would probably be held in January, 2021. If there is a special election, the person elected at said special election would then be in office the balance of Gary's term which expires on or about January 1, 2024. If there is no special election, the person appointed, if they choose to do so, and any others who choose to do so, will be on the November, 2021 ballot. Whoever is elected at that time will then complete the balance of the Feldmann term, which expires on or about January 1, 2024.

**Recommendation:** I recommend that the Council appoint an eligible Ward 1 resident to the vacant position.

# The City of Monticello, Iowa

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

## **RESOLUTION 20-\_\_**

Appointing \_\_\_\_\_ to fill vacant Ward 1 Council Seat created by the resignation of Gary Feldmann.

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

**WHEREAS,** Councilperson Gary Feldmann was elected to fill the Ward 1 Council Seat in November, 2019, taking office on or about January 1, 2020, and

**WHEREAS,** Councilman Feldmann resigned his Ward 1 seat on September 3, 2020, and

**WHEREAS,** Notice, pursuant to Iowa Code § 372.13, was published as directed by the City Council with said notice appearing in the September 30, 2020 edition of the Monticello Express, a copy of said notice being appended hereto, and

**WHEREAS,** The required notice informed the public of the Council's intent to appoint a Ward 1 resident to fill the vacancy at the October 5, 2020 Council meeting and of the public's right to take steps that would result in a special election, and

**WHEREAS,** The Council received formal written notification from three residents of Ward 1 expressing interest in the opening, and after a review of the submissions, a motion and second was made to appoint \_\_\_\_\_, followed by a vote of the Council approving said motion.

**NOW THEREFORE, BE IT RESOLVED** that this City Council of Monticello, Iowa does hereby appoint \_\_\_\_\_ to fill the open Ward 1 Council position created by the resignation of Gary Feldmann.

**IN TESTIMONY WHEREOF,** I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 5<sup>th</sup> day of October 2020.

Attest:

\_\_\_\_\_  
Brian Wolken, Mayor

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

To whom it may concern:

My name is Scott Brighton and became aware of Gary Feldman's resignation from the Monticello City Council seat for Ward 1. I have been asked by a few community members to fill the vacancy for Gary's term. I would be willing to fill the seat for Ward 1 on the Monticello City Council to fulfill Gary's term if needed.

I have lived in Monticello most of my life, married my high school sweetheart from Monticello, had two kids, one currently in Iowa City at college, the other a 9<sup>th</sup> grader at Monticello High School. I currently work in the community at Advantage Home Medical as a delivery/customer relations position. I have been active in community involvement for many years now, currently on the board of directors for the Greater Monticello Foundation as Vice President, was on MYBSA board as President, Sacred Heart School Board as President as well as helping out at multiple sporting events for Monticello High School.

If you have any questions or concerns please feel free to contact me, and if there is something more that you would need from me please let me know.

Thank You for your consideration,

Scott Brighton

707 Park Drive

Monticello, Ia.

[scottbrighton@msn.com](mailto:scottbrighton@msn.com)

319-480-5183 cell phone

September 20, 2020

To Whom It May Concern:

I would like to be considered for appointment to the Ward 1 City Council opening. I feel I could bring a fresh perspective to the position. My wife and I have lived in Monticello since 2018, prior to that we lived in rural Jones County.

I would like to see some tax incentives to bring new business to the downtown district so there's not so many empty store fronts. I would like to see something built for the youth of the area, we have a 12 and 13 year old and it doesn't seem like there is much for them to do in town. We need to give the children something constructive to do along with the sports already offered through the Parks and Rec Department.

I have many ideas on how I think things could be improved. If given the chance to be on the council I will look forward to working with the mayor and city council on improvements.

Thank you for your consideration,



Birdsie Robinson

322 South Maple St.

## Doug Herman

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**From:** Tom Osborne <tosborne50@hotmail.com>  
**Sent:** Friday, September 25, 2020 4:39 PM  
**To:** Doug Herman  
**Subject:** Ward 1 Vacancy

Monticello City Council  
C/O Doug Herman

Dear Council Members,

I am Tom Osborne, my wife Linda and I live at 630 S. Sycamore St. I would like you to appoint me to the vacant Ward 1 position on our City Council.

In 2015 when I retired, after 40 years in the retail, supply chain, and logistics industries, we relocated here, to Linda's home town. We had lived in 12 different communities in 6 states and realized that Monticello is the community where we would retire. Rather than start a "second career" as many retirees do, I decided to do volunteer work and give back. The inclusive culture in Monticello has allowed me to help within many area groups including; Rotary Club, Volunteer Income Tax Assistance (VITA), Friends of Mon-Maq Dam, Boy Scouts, MACC, Jones County Historical Preservation Commission, 4th of July committee and others. I believe I have a good feel for the features and needs of our community and could represent them well on the Council.

My work experience has also helped prepare me for City Council work. I started as an hourly worker in Seattle and since then have been a small business owner and managed multiple operations across various locations for major corporations. I worked my way through state and regional directorship roles, to national and international positions that included budgeting, capital expense, forecasting, and personal management. I view our City Council as working for our residents, as they are the customers. The Council is responsible for providing the best quality of life at the lowest possible cost to our customers. I believe that my experiences can help do that.

Thank you for your consideration and I look forward to working with you,

Tom Osborne

Regular Council Meeting  
September 21, 2020 – 6:00 P.M.  
Community Media Center

Mayor Brian Wolken called the meeting to order. Council present: Dave Goedken, Brenda Hanken, Cancy Langerman, Chris Lux and Tom Yeoman. Also present were City Administrator Doug Herman, City Clerk Sally Hinrichsen, Public Works Director Nick Kahler and Police Chief Britt Smith. The public was invited to attend the meeting in person, with limited seating or to participate in the meeting electronically via "Zoom Meetings" and were encouraged to communicate from Zoom Meeting via chat, due to the heightened public health risks of the Coronavirus Pandemic (COVID-19). The meeting did have public attendance, both in-person and via Zoom.

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

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

Herman reviewed the terms of the T & W Grinding and Compost Services, LLC agreement related to the City Compost site with the term of three years for \$30,000 per year. Yeoman moved to approve Resolution #2020-97 to approve agreement between the City of Monticello and T & W Grinding and Compost Services, LLC related to City Compost site maintenance, Langerman seconded, roll call unanimous.

Herman reviewed the Cemetery Board's recommendation that the prices of the niches to be sold from this point forward be modified to only include the niche plate and installation; with the price of the scroll and final date ribbons to be determined and billed at the time the final scroll and final date are ordered. Lux moved to approve Resolution #2020-98 to approve proposed fees related to Cemetery Columbarium Niches, Goedken seconded, roll call unanimous.

Herman reviewed the process to fill the vacancy of Ward 1 created by Gary Feldmann's resignation. Council has 60 days from his resignation to appoint someone to fill the position or Clerk will advise County Auditor and a special election will be held. The earliest a special election could be held is December 8<sup>th</sup>. Herman recommends publication of notice in the Express of the Council's intent to fill the vacancy by appointment at the October 5<sup>th</sup> meeting. Herman reported that the person appointed would be on the November, 2021 ballot. Langerman moved to approve Resolution #2020-99 Approving Publication of Notice expressing Council intent to appoint a Ward 1 resident to fill the vacancy created by the resignation of Gary Feldmann pursuant to Iowa Code §372.13(2)(a), Goedken seconded, roll call unanimous.

Herman reviewed the water and sewer budgets for the current year and the previous 4 years. With an \$8 to \$10 million-dollar upgrade project at the wastewater treatment plant, potential rates increases were discussed, which have not been increased since July 1, 2015. Herman reviewed bonding options, potential grants, and rate increases that could all be utilized to fund the planned improvements. After a lengthy discussion, Langerman moved to table Ordinance amending the Code of Ordinances of the City of Monticello, Iowa by amending Chapter 92 "Water Rates", Section 92.02 "Rates for Services", Hanken seconded, roll call unanimous.



Regular Council Meeting  
September 21, 2020

Langerman moved to table Ordinance amending the Code of Ordinances of the City of Monticello, Iowa by amending Chapter 99 "Sewer Service Charges", Section 99.01 "Sewer Service Charges Required", Goedken seconded, roll call unanimous.

Council had proposed a \$2.00 per month per utility account fee to operate the compost site. Goedken introduced and moved Ordinance #733 amending the Code of Ordinances of the City of Monticello, Iowa by amending Chapter 105 "Solid Waste Control", by adding Sections 15.13 "Rates for Service" and 105.14 "Lien for Nonpayment", first reading and in title only, Lux seconded, roll call unanimous except Hanken who voted nay.

Herman updated the Council on the Hwy 38 sewer main extension and reported that he advised Norm Zimmerman that he would be allowed to put in a 6-inch private service line at his cost and that any easements or other legal work would fall on Zimmerman, not the City.

Herman advised that the Mayor would like to be replaced as a member of the JCED Board. Any resident is eligible and should contact the City if interested.

Langerman moved to adjourn at 7:33 P.M.

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Brian Wolken, Mayor

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Sally Hinrichsen, City Clerk

# PAYROLL - SEPTEMBER 24, 2020

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
<b>AMBULANCE</b>	<b>September 7 - 20, 2020</b>				
Mary Intlekofer	\$ 2,143.60	\$ -	0.00	0.00	\$ 1,449.77
Brandon Kent	2,143.60	-	0.00	0.00	1,408.83
Lori Lynch	2,479.40	455.40	0.00	0.00	1,652.09
Shelly Searles	2,213.50	69.90	0.00	4.50	1,484.13
Jenna Weih	1,928.50	60.90	0.00	0.00	1,409.75
Curtis Wyman	1,867.60	-	2.25	16.88	1,266.06
<b>TOTAL AMBULANCE</b>	<b>\$ 12,776.20</b>	<b>\$ 586.20</b>	<b>2.25</b>	<b>21.38</b>	<b>\$ 8,670.63</b>
<b>CEMETERY</b>	<b>September 5 - 18, 2020</b>				
Dan McDonald	\$ 1,867.34	\$ 167.34	0.00	0.00	\$ 1,371.90
<b>TOTAL CEMETERY</b>	<b>\$ 1,867.34</b>	<b>\$ 167.34</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 1,371.90</b>
<b>CITY HALL</b>	<b>September 6 - 19, 2020</b>				
Cheryl Ciark	\$ 1,728.00	\$ -	2.25	20.25	\$ 1,167.94
Doug Herman	4,280.49	-	0.00	0.00	3,006.39
Sally Hinrichsen	2,550.27	-	0.00	0.00	1,604.26
Nanci Tuel	1,530.40	-	0.00	0.00	1,007.28
<b>TOTAL CITY HALL</b>	<b>\$ 10,089.16</b>	<b>\$ -</b>	<b>2.25</b>	<b>20.25</b>	<b>\$ 6,785.87</b>
<b>COUNCIL / MAYOR</b>					
Dave Goedken	\$ 100.00	\$ -	0.00	0.00	\$ 92.26
Brenda Hanken	100.00	-	0.00	0.00	92.35
Candy Langerman	100.00	-	0.00	0.00	92.35
Chris Lux	100.00	-	0.00	0.00	92.26
Brian Wolken	300.00	-	0.00	0.00	273.78
Tom Yeoman	100.00	-	0.00	0.00	92.35
<b>TOTAL COUNCIL / MAYOR</b>	<b>\$ 800.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 735.35</b>
<b>LIBRARY</b>	<b>September 7 - 20, 2020</b>				
Molli Hunter	\$ 590.44	\$ -	0.00	0.00	\$ 485.57
Penny Schmit	1,132.01	-	0.00	0.00	625.74
Michelle Turnis	1,655.77	-	0.00	0.00	1,029.97
<b>TOTAL LIBRARY</b>	<b>\$ 3,378.22</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,141.28</b>
<b>MBC</b>	<b>September 7 - 20, 2020</b>				
Jacob Oswald	\$ 2,038.46	\$ -	0.00	0.00	\$ 1,529.03
Shannon Poe	1,624.23	-	0.00	0.00	1,111.83
<b>TOTAL MBC</b>	<b>\$ 3,662.69</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,640.86</b>
<b>POLICE</b>	<b>September 7 - 20, 2020</b>				
Zachary Buehler	\$ 2,037.00	\$ -	0.00	0.00	\$ 1,506.94
Peter Fleming	2,142.00	-	0.00	13.00	1,509.88
Dawn Graver	2,422.50	-	0.00	0.00	1,733.60
Erik Honda	2,472.50	-	3.75	3.75	1,826.14
Jordan Koos	2,515.75	21.75	16.00	16.00	1,799.89
Britt Smith	2,996.15	-	0.00	0.00	2,185.37
Madonna Staner	1,530.40	-	0.00	0.00	1,156.09
Brian Tate	2,808.00	-	0.00	0.00	2,048.30
<b>TOTAL POLICE</b>	<b>\$ 18,924.30</b>	<b>\$ 21.75</b>	<b>19.75</b>	<b>32.75</b>	<b>\$ 13,766.21</b>

# PAYROLL - SEPTEMBER 24, 2020

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
<b>ROAD USE</b>					
<b>September 5 - 18, 2020</b>					
Zeb Bowser	\$ 1,700.00	\$ -	0.00	0.00	\$ 1,245.87
Eric Jungling	1,652.00	-	0.00	0.00	1,167.53
<b>TOTAL ROAD USE</b>	<b>\$ 3,352.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,413.40</b>
<b>SANITATION</b>					
<b>September 5 - 18, 2020</b>					
Michael Boyson	\$ 1,688.00	\$ -	0.00	0.00	\$ 1,183.22
Nick Kahler	2,079.81	-	0.00	0.00	1,428.45
<b>TOTAL SANITATION</b>	<b>\$ 3,767.81</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,611.67</b>
<b>SEWER</b>					
<b>September 5 - 18, 2020</b>					
Tim Schultz	\$ 1,892.00	\$ 132.00	9.00	10.88	\$ 1,311.32
Jim Tjaden	2,346.15	-	0.00	0.00	1,694.98
<b>TOTAL SEWER</b>	<b>\$ 4,238.15</b>	<b>\$ 132.00</b>	<b>9.00</b>	<b>10.88</b>	<b>\$ 3,006.30</b>
<b>WATER</b>					
<b>September 5 - 18, 2020</b>					
Daniel Pike	\$ 1,712.00	\$ -	7.50	7.50	\$ 1,240.98
<b>TOTAL WATER</b>	<b>\$ 1,712.00</b>	<b>\$ -</b>	<b>7.50</b>	<b>7.50</b>	<b>\$ 1,240.98</b>
<b>TOTAL - ALL DEPTS.</b>	<b>\$ 64,567.87</b>	<b>\$ 907.29</b>	<b>40.75</b>	<b>92.76</b>	<b>\$ 45,384.45</b>

**CLAIMS REPORT**

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
AT&T MOBILITY	PD CELL PHONES	173.63			
BAKER PAPER CO INC	PD BUILDING SUPPLIES	1.58			
BLADE PEST CONTROL INC	PD PEST CONTROL	41.00			
CUSTOM CAGE	PD SINGLE CELL SUV PARTITION	900.00			
KIECK'S CAREER APPAREL	PD MINOR EQUIPMENT	420.00			
LAPORTE MOTOR SUPPLY	PD VEHICLE OPERATING	156.30			
RETRAC INC	PD EQUIP REPAIR/MAINT	217.73			
			-----		
	110 POLICE DEPARTMENT TOTAL		1,910.24		
STREET LIGHTS					
ALLIANT ENERGY-IES	E FIRST STREETLIGHTS	4,765.98			
			-----		
	230 STREET LIGHTS TOTAL		4,765.98		
AQUATIC CENTER					
RETRAC INC	POOL EQUIP REPAIR/MAINT	289.27			
			-----		
	440 AQUATIC CENTER TOTAL		289.27		
ENGINEER					
SNYDER & ASSOCIATES, INC	ENGINEERING FEES	1,160.01			
			-----		
	640 ENGINEER TOTAL		1,160.01		
ATTORNEY					
LYNCH DALLAS, P.C.	ATTORNEY FEES	82.50			
			-----		
	641 ATTORNEY TOTAL		82.50		
CITY HALL/GENERAL BLDGS					
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK	317.70			
JOHN DEERE FINANCIAL	CH BUILDING SUPPLIES	33.97			
DAVID B MCNEILL	CH BUILDING SUPPLIES	8.95			
SIMMERING-CORY IA CODIFICATION	CH PRO FEES	856.00			
			-----		
	650 CITY HALL/GENERAL BLDGS TOTAL		1,216.62		
			-----		
	001 GENERAL TOTAL		9,424.62		
MONTICELLO BERNDES CENTER					
PARKS					
BLADE PEST CONTROL INC	MBC PEST CONTROL	68.00			
JOHN DEERE FINANCIAL	MBC EQUIP REPAIR/MAINT	46.46			
LAPORTE MOTOR SUPPLY	MBC EQUIP REPAIR/MAINT	118.37			
MONTICELLO SPORTS	MBC FOOTBALL/VOLLEYBALL SHIRTS	928.00			
WELLS FARGO VENDOR FINANCIAL	2020 TOOLCAT PAYMENT	1,048.95			
			-----		
	430 PARKS TOTAL		2,209.78		

**CLAIMS REPORT**

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	005 MONTICELLO BERNDES CENTER TOTAL		2,209.78		
MONTICELLO TREES FOREVER PUBLIC WORKS KEN LIKE TRUCKING COMPANY	TREES FOREVER DELIVERY		250.00		
	299 PUBLIC WORKS TOTAL		250.00		
	014 MONTICELLO TREES FOREVER TOTAL		250.00		
FIRE FIRE JOHN DEERE FINANCIAL SANDRY FIRE SUPPLY SCBAS INC	FIRE SUPPLIES FIRE SCBA TESTING FIRE VEHICLE REPAIR/MAINT		9.99 3,112.90 62.65		
	150 FIRE TOTAL		3,185.54		
	015 FIRE TOTAL		3,185.54		
AMBULANCE AMBULANCE AT&T MOBILITY BAKER PAPER CO INC BLADE PEST CONTROL INC BOUND TREE MEDICAL, LLC CREDIT BUREAU SERVICES OF IOWA INFRASTRUCTURE TECHNOLOGY JOHN DEERE FINANCIAL PHYSICIAN'S CLAIM COMPANY	AMB CELL PHONES AMB BUILDING SUPPLIES AMB PEST CONTROL AMB MEDICAL SUPPLIES AMB COLLECTION COSTS AMB DATA PROCESSING AMB EQUIP REPAIR/MAINT AMB BILLING FEES		79.51 1.58 41.00 93.74 78.91 115.00 23.98 1,526.58		
	160 AMBULANCE TOTAL		1,960.30		
	016 AMBULANCE TOTAL		1,960.30		
LIBRARY IMPROVEMENT LIBRARY OHNWARD BANK & TRUST	LIB IMP PROGRAMS/PROMOTIONS		25.00		
	410 LIBRARY TOTAL		25.00		
	030 LIBRARY IMPROVEMENT TOTAL		25.00		
LIBRARY LIBRARY BAKER & TAYLOR BOOKS CITY OF ATLANTIC MICRO MARKETING LLC OHNWARD BANK & TRUST	LIB BOOKS LIB PROCESSING LIB AUDIO RECORDINGS LIB POSTAGE/LIB IMP PROGRAMS		26.99 479.60 329.86 38.52		

**CLAIMS REPORT**

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	410 LIBRARY TOTAL		874.97		
	041 LIBRARY TOTAL		874.97		
AIRPORT AIRPORT MONTICELLO AVIATION INC	AIRPORT EQUIP REPAIR/MAINT		193.62		
	280 AIRPORT TOTAL		193.62		
	046 AIRPORT TOTAL		193.62		
ROAD USE STREETS					
ALLIANT ENERGY-IES	22059 HWY 38		175.39		
BAKER PAPER CO INC	RU SUPPLIES		112.61		
BEHREND'S CRUSHED STONE	RU STREET MAINTENANCE SUPPLIES		443.15		
W.W. GRAINGER, INC	RU SUPPLIES		32.28		
JOHN DEERE FINANCIAL	RU VEHICLE OPERATING		370.45		
KROMMINGA MOTORS INC	RU VEHICLE OPERATING		214.18		
DAVID B MCNEILL	RU SUPPLIES		6.19		
MONTICELLO MACHINE SHOP INC	RU SUPPLIES		14.96		
VERMEER SALES & SERVICE M.I.	RU VEHICLE OPERATING		114.00		
	210 STREETS TOTAL		1,483.21		
	110 ROAD USE TOTAL		1,483.21		
TRUST/SLAVKA GEHRET FUND LIBRARY					
GEORGE PUBLIC LIBRARY	LIB GEHRET BOOKS		7.00		
HAWARDEN PUBLIC LIBRARY	LIB GEHRET BOOKS		12.00		
	410 LIBRARY TOTAL		19.00		
	178 TRUST/SLAVKA GEHRET FUND TOTAL		19.00		
PARK IMPROVEMENT CAPITAL PROJECTS					
IOWA STATE PRISON INDUSTRIES	MONTI IN MOTION CAR SHOW		776.00		
MOBOTREX INC	WILLOW PARK TRAIL-OAK ST CROSS		5,278.00		
	750 CAPITAL PROJECTS TOTAL		6,054.00		
	313 PARK IMPROVEMENT TOTAL		6,054.00		

**CLAIMS REPORT**

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
TRUST/IOMA MARY BAKER LIBRARY					
CENTER POINT PUBLISHING	LIB BAKER BOOKS	80.30			
	410 LIBRARY TOTAL	80.30			
	503 TRUST/IOMA MARY BAKER TOTAL	80.30			
WATER					
ALLIANT ENERGY-IES	16540 190TH ST WATER TOWER	147.69			
AT&T MOBILITY	WATER CELL PHONES	70.96			
BLAKE DILTS	WATER OVERPAYMENT REFUND	50.00			
EASTERN IA EXCAVATING&CONCRETE	WATER SYSTEM - FIRE HYDRANTS	4,680.45			
FREES MOTORS INC	WATER SUPPLIES	22.33			
INFRASTRUCTURE TECHNOLOGY	WATER DATA PROCESSING	9.00			
IOWA DEPT OF NATURAL RESOURCES	WATER DUES - PERMIT #3987	95.00			
IOWA ONE CALL	WATER SYSTEM	17.55			
JOHN DEERE FINANCIAL	WATER SUPPLIES	4.19			
LAPORTE MOTOR SUPPLY	WATER BLDG REPAIR/MAINT	21.70			
MUNICIPAL SUPPLY INC	WATER SYSTEM	466.00			
NORTHRIDGE HOLDINGS LLC	OVERPAYMENT REFUND - MCGREGORY	188.59			
USA BLUE BOOK	WATER SUPPLIES	54.49			
WHITE HAWK PLUMBING & HEATING	WATER SYSTEM	491.30			
	810 WATER TOTAL	6,319.25			
	600 WATER TOTAL	6,319.25			
CUSTOMER DEPOSITS					
EUGENE BAXTER	WATER DEPOSIT REFUND	14.06			
CITY OF MONTICELLO	NUNEZ/RAQUEL	281.16			
SHARON DAVIS	WATER DEPOSIT REFUND	4.78			
	810 WATER TOTAL	300.00			
	602 CUSTOMER DEPOSITS TOTAL	300.00			
SEWER					
TRACY L CHAPPELL	SEWER EQUIP REPAIR/MAINT	1,657.96			
CEDAR RAPIDS MUNICIPAL UTIL	SEWER SYSTEM	41,327.52			
IOWA ONE CALL	SEWER SYSTEM	17.55			
JOHN DEERE FINANCIAL	SEWER BOOTS - TJADEN	144.99			
TRANS-IOWA EQUIPMENT, INC.	SEWER EQUIP REPAIR/MAINT	1,368.32			
SNYDER & ASSOCIATES, INC	SEWER ENGINEERING - ENERGY	88.50			
WHITE HAWK PLUMBING & HEATING	SEWER BLDG REPAIR/MAINT	434.32			

**CLAIMS REPORT**

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	815 SEWER TOTAL		45,039.16		
	610 SEWER TOTAL		45,039.16		
SEWER CAPITAL IMPROVEMENT SEWER SNYDER & ASSOCIATES, INC	SEWER FACILITY EVALUATION		1,543.75		
	815 SEWER TOTAL		1,543.75		
	613 SEWER CAPITAL IMPROVEMENT TOTAL		1,543.75		
SANITATION SANITATION INFRASTRUCTURE TECHNOLOGY REPUBLIC SERVICES	YARD WASTE CAMERA REPAIR/MAINT RESIDENTIAL GARBAGE		165.00 22,752.44		
	840 SANITATION TOTAL		22,917.44		
	670 SANITATION TOTAL		22,917.44		
	Accounts Payable Total		101,879.94		



**CLAIMS REPORT  
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
001	GENERAL	9,424.62
005	MONTICELLO BERNDES CENTER	2,209.78
014	MONTICELLO TREES FOREVER	250.00
015	FIRE	3,185.54
016	AMBULANCE	1,960.30
030	LIBRARY IMPROVEMENT	25.00
041	LIBRARY	874.97
046	AIRPORT	193.62
110	ROAD USE	1,483.21
178	TRUST/SLAVKA GEHRET FUND	19.00
313	PARK IMPROVEMENT	6,054.00
503	TRUST/IOMA MARY BAKER	80.30
600	WATER	6,319.25
602	CUSTOMER DEPOSITS	300.00
610	SEWER	45,039.16
613	SEWER CAPITAL IMPROVEMENT	1,543.75
670	SANITATION	22,917.44
-----		
	TOTAL FUNDS	101,879.94

City of Monticello - Monthly Summary - August 1st thru 31st, 2020

Reviewed by: *Annman* Date: *9/23/2020*

Fund	Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Clerk's Cash In Bank	Investments Bank	Investments Bank	Ending Fund Balance
GENERAL FUNDS:	General	601554.42	59400.26	1285.20		126645.16	28186.75	508427.97	775.00	226399.23	279253.74		6456.48	508427.97
	Soldiers Memorial Board	12919.89	475.00			212.79		13182.10						13182.10
	Monticello Bernides Center	-8454.83	2641.25			18001.80		-23815.38	100.00	-23915.38				-23815.38
	Dare	6894.90		5.17				6900.07		6900.07				6900.07
	Insurance Fund	33112.61		40.24				33152.85		12733.81	20419.04			33152.85
	Monticello Tress Forever	34684.41		26.06				34710.47		34710.47				34710.47
	Fire	375587.42	75.00	396.63		20989.65		355069.40		40640.72	314428.68			355069.40
	Ambulance Operating	-5414.18	19730.49	8.05		33001.24		73.12		73.12				73.12
	Hotel/Motel Tax Fund	20227.68	4472.16	17.17		19.73		24697.28		24697.28				24697.28
	Earl F Lehmann Trust	238.17						238.17					238.17	238.17
	Street Bond	800.00	500.00					1300.00		1300.00				1300.00
	Police Improvement	2294.93	28.00	1.77				2324.70		2324.70				2324.70
	Library Improvement	39871.00	750.00	42.15		10430.18		30232.97		2094.55	28138.42			30232.97
	Library	10505.75	594.65	9.75		9319.54		12207.36	75.00	7085.15	5047.21			12207.36
	Equipment Set-A-Side	28185.34		27.62				28212.96		7466.31	20756.65			28212.96
	Super Mac	9753.07		8.28		1530.39		8230.96		8230.96				8230.96
	Airport	52974.77	5237.40	70.47		4182.96		54099.68		54099.68				54099.68
Revolving Loan Fund	40776.43	75.00	39.31				40890.74		14509.54	26381.20			40890.74	
SPECIAL REVENUE FUNDS:	Road Use Tax	598244.93	43567.77			86298.00		555514.70		14340.10	541174.60			555514.70
	Road Use Tax Set-Aside	20000.00		16.98				20016.98		20016.98				20016.98
	Employee Benefits	333311.62	474.99	399.09		35473.31		298712.39		1348.06	297364.33			298712.39
	TIF Tax Collections	-4218.97		102.78				-4116.19		-4146.98	30.79			-4116.19
DEBT SERVICE FUNDS:	Slavka Gehret Trust	205820.58		207.72		133.48		205894.82		20762.63	185132.19			205894.82
	Police Forfeiture Acct	1155.46		0.98				1156.44		1156.44				1156.44
PERMANENT FUNDS:	Debt Service	103523.32	373.98	100.81				103998.11		9228.55	94769.56			103998.11
	TIF - Debt Payments	0.00						0.00						0.00
	Park Improvements	47223.43		40.10		9739.09		37524.44		37524.44				37524.44
	Library Capital Improvements	9793.23		8.31				9801.54		9801.54				9801.54
	Ambulance Improvements	169079.73		162.01				169241.74		7378.97	161862.77			169241.74
	TIF Projects	113265.95						113265.95		84765.95	28500.00			113265.95
	Cemetery Improvements	54648.52	172.30	212.24				55033.06		7405.52	47627.54			55033.06
	Capital Improvements	306764.04	5324.00	314.37				312402.41		58546.06	253856.35			312402.41
	Youth Baseball & Softball	0.00						0.00						0.00
	Low Income Housing	15116.84		15.53				15132.37		15132.37				15132.37
	Baty Disc Golf Course	8875.56		7.56		1400.38		7482.74		7305.80	176.94			7482.74
	Mary Maxine Redmond Trust	8193.25		8.40				8201.65		49.69	8151.96			8201.65
	Pocket Park	6575.20		5.58		575.00		6005.78		6005.78				6005.78
	Cemetery Perpetual Care	167366.80	192.30					167549.10		45062.30	122486.80			167549.10
	Charles S Biowell Book Trust	83853.47		85.35		28.56		83910.26		4404.92	79505.34			83910.26
Ioma Mary Baker Trust	39121.85		40.07				39161.92		627.07	38534.85			39161.92	
ENTERPRISE FUNDS:	Water Operating	64545.26	39661.36	60.82		23120.26		81147.18		17789.77	63357.41			81147.18
	Customer Deposits	92580.70	1080.00			625.00		93035.70		11463.14	81572.56			93035.70
	Water Capital Improvements	8743.37	415.29	56.53				9215.19		3741.25	5473.94			9215.19
	Sewer Operating	144424.35	49402.64	143.31		27854.44		166115.86		33711.36	132404.50			166115.86
	Sewer Capital Improvements	84928.91	415.29	137.49				85481.69		3404.21	82077.48			85481.69
	Sanitation	92419.57	43773.40	72.49		102548.61		33716.85		33716.85				33716.85
	Sanitation Capital Improvements	8419.65		7.15				8426.80		8426.80				8426.80
AGENCY FUNDS	Storm Water fund	979.97	2429.12	0.83		339.25		3070.67		3070.67				3070.67
	Self Funded Insurance	0.00						0.00						0.00
	Flex Spending	582.27	92.31					674.58		674.58				674.58
TOTAL OF ALL FUNDS	Enterprise Flex Spending	739.41	138.45					877.86		877.86				877.86
		4042560.05	281492.41	4184.37	29166.75	512468.82	29166.75	3815786.01	950.00	867800.52	2933617.22	6963.79	6456.48	3815788.01

City of Monticello  
Cash On Hand By Bank  
For August 31st, 2020

*1* *Verdeman* *9/23/2020*

Bank	Account type & number	Amount	Interest rate	Maturity date	Length of investment	Purpose
<b>F &amp; M Bank</b>						
	Total by Bank	\$0.00				
<b>Citizens State Bank</b>						
	Savings # 6025641	\$238.17	0.050	N/A		Earl F Lehmann Trust
	Total by Bank	\$238.17				
<b>Dutrac Credit Union</b>						
	Total by Bank	\$0.00				
<b>Regions Banks</b>						
	Checking # 0002959379	\$6,725.62		N/A		Soldiers Memorial
	Money Market #0087688689	\$6,456.48				Soldiers Memorial
	Total by Bank	\$13,182.10				
<b>Fidelity Bank &amp; Trust</b>						
	Total by Bank	\$0.00				
<b>Ohnward Bank &amp; Trust</b>						
	General Ckg/Sweep #40002008	\$921,147.59		N/A		General Checking
	Property Tax & Water #40001992	\$2,933,617.22		N/A		General Savings
	Total by Bank	\$3,854,764.81				
<b>Total Cash on Hand- All Banks</b>		<b>\$3,868,185.08</b>				
	Plus Petty Cash	\$950.00				Clerk's Office, Library, Aquatic Center and Berndes Center
	Adjust Bank Error	\$0.00				
	Plus Outstanding Credit Card Pymt	\$278.78				
	Less Outstanding Checks	\$53,625.85				
	Treasurer's Balance	\$3,815,788.01				

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

City of Monticello  
Bank Reconciliation Report  
For the Month of August 2020

<b>Bank Balance</b>		
General Checking	\$921,147.59	
Property Tax & Water	\$2,933,617.22	
Soldiers Memorial Ckg	\$6,725.62	
Earl F Lehmann Trust	\$238.17	
DuTrac Savings	\$0.00	
Soldier Memorial Money Market	\$6,456.48	
Total Bank Balance		\$3,868,185.08
 Plus (Minus) Adjustment:		
Bank Charge/Error	\$0.00	
Total Adjustment		\$0.00
 Plus Outstanding Credit Card Pymt:		
Credit Card Payments	\$278.78	
Total Outstanding Credit Card Pymts		\$278.78
 Less Outstanding Checks:		
Financial/Payroll	\$53,625.85	
Soldiers Memorial	\$0.00	
Total Outstanding Checks		\$53,625.85
 Plus Investments:		
Time Certificates	\$0.00	
Petty Cash	\$950.00	
Total Investments		\$950.00
Treasurer's Balance		\$3,815,788.01

Prepared By: Sally Hinrichsen 9/23/2020  
Sally Hinrichsen, City Clerk

Reviewed by: [Signature] 9/23/2020  
Doug Herman, City Administrator

City Council Meeting  
Prep. Date: 10/01/20  
Preparer: Doug Herman



Agenda Item: Z  
Agenda Date: 10/05/2020

*Communication Page*

**Agenda Items Description:** Motion to direct action with regard to tree trimming/removal on Stutt property adjacent to 6<sup>th</sup> Street Ditch.

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

**Attachments & Enclosures:**

Aerial

**Fiscal Impact:**

Budget Line Item:

n/a

Budget Summary:

n/a

Expenditure:

n/a

Revenue:

n/a

**Synopsis:** Property owner requests City consider trimming/removing tree on neighbor's property near 6<sup>th</sup> Street Ditch. (Owned by Jennifer "Stutt" Smyth, et al)

**Background Information:** A tree located on "Stutt" property appears to have suffered wind damage and a large branch hangs dead and "ready" to fall from the tree. The tree is near the 6<sup>th</sup> Street Ditch and leans towards the Bormann property. It is my understanding that Mr. Bormann has spoken with Stutt. He called me to look at it, hoping I believe, that the City would remove it as it is likely that the tree would need to come down as part of the 6<sup>th</sup> Street Ditch project. I previously messaged all of you to let you know of his request. With that said, a decision cannot be made without a formal meeting and vote. If this tree was in the ROW it would be an easy decision and staff would have made it. However, this is a tree on private property that may someday be within an easement possessed by the City; that is not yet the case. The City has no liability or responsibility for this tree and if it were to fall and do damage or block the waterway the property owner would face potential liability.

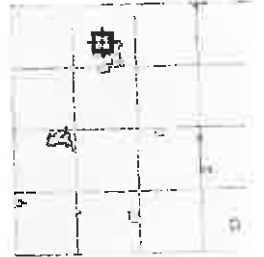
Choices:

1. The Council could choose to remove the dead branch and/or tree at City Cost. Risk: Open the door to other private property owner requests.
2. The Council could choose to oversee tree removal which would involve a contractor and City staff, billing the homeowner for the expense and time. An agreement could be drafted to allow the homeowner to reimburse the City over time, so much per month.
3. The City could choose to formally inform the owner of their responsibility for the tree, its' dangerous condition, and direct them to have it taken care of within a certain timeframe.
4. Other?

**Staff Recommendation:** I recommend that the Council take action on this request.



**Overview**



**Legend**

**Parcels**

□ Parcels

▤ Structures on Lease  
Land

— Cartography

— Major Roads

<b>Parcel ID</b>	0221428013	<b>Alternate ID</b>	062200	<b>Owner Address</b>	SMYTH, JENNIFER ET AL
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	R		523 N CEDAR ST
<b>Property Address</b>	523 N CEDAR ST MONTICELLO	<b>Acreage</b>	n/a		MONTICELLO IA 52310
<b>District</b>	MONCO				
<b>Brief Tax Description</b>	R.R. ADD LOT 138, 139 137 PT. LOT 136 LOT 130 & PT. LOT 131 & PT 132 (Note: Not to be used on legal documents)				

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

Date created: 10/1/2020  
Last Data Uploaded: 9/30/2020 5:36:35 PM

Developed by Schneider  
GEOSPATIAL

City Council Meeting  
Prep. Date: 10/02/20  
Preparer: Doug Herman



Agenda Item: # 3  
Agenda Date: 10/05/20

*Communication Page*

**Agenda Items Description:** Resolution approving engagement letter with Public Financial Management (PFM) related to Sewer Plant funding planning.

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

**Attachments & Enclosures:**

Proposed Resolution

Engagement Letter

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Sewer Operating

\$14,000-\$18,000

**Synopsis:** The City is required to work with a financial advisor when bonding. The City will be bonding for the sewer plant at some point in the relatively near future. PFM will work with the City along the way to consider funding options

**Background Information:** The Sewer Plant upgrade project has been discussed for years and has come to a head a few years ago when the State of Iowa required increased testing and treatment of nutrients and phosphorous. Our plant, a trickling filter system, will not treat nutrients/phosphorous. Therefore, we need to change the sewage treatment process which requires a new plant. In addition, from an economic development standpoint we need to increase the capacity of our plant. The planning for the new facility are well underway. The new plant will be an "activated sludge" plant, which is merely a different type of treatment process. The plant may run between eight (8) and ten (10) million dollars. There are a number of ways to pay for the plant including debt service (General Obligation or Revenue Bonds), TIF, sewer fees, grants, general fund investment, and possibly more. The engagement letter will allow the City to work with PFM on plans, potentially multiple plans, to generate the funds necessary to pay for this project. The fees for their services will total \$18,000 and under current processes, if the City borrows through the State Revolving Loan fund, which is likely, the City will be reimbursed \$4,000 form the Iowa Finance Authority, resulting in total cost to the City in the amount of \$14,000 (Rules are always subject to change however.) Fees are not due until the loan is funded.

**Staff Recommendation:** I recommend that the proposed Resolution be approved so that work between the City and PFM can begin sooner than later.

# The City of Monticello, Iowa

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

## RESOLUTION #20-

**Resolution** approving engagement letter with Public Financial Management (PFM) related to Sewer Plant funding planning

**WHEREAS**, The City of Monticello is desirous of contracting with PFM to assist the City with the review and analysis of options related to funding and financing the planned new Sewer Plant project, and

**WHEREAS**, PFM has proposed an Engagement Letter that sets out various terms and provisions related to the services they will provide, their qualifications, and proposed fees to assist the City with regard to the investigation of funding options and planning for the Sewer Plant project, and

**WHEREAS**, The City Council finds that engaging with PFM consistent with the terms of the engagement letter is in the best interests of the City, that the consideration of multiple funding options and generally planning for the Sewer Plant project is not only a large, but very important undertaking, and, therefore, execution of the proposed Engagement Letter should be approved.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Monticello, Iowa does hereby approve of the proposed Engagement Letter and authorizes City Staff to work with PFM moving forward, consistent with the terms of the engagement letter and of this Resolution.

**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 5<sup>th</sup> day of October, 2020.

---

Brian Wolken, Mayor

Attest:

---

Sally Hinrichsen, Monticello City Clerk





September 22, 2020

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

Dear Doug,

The purpose of this letter (this "Engagement Letter") is to confirm our agreement that PFM Financial Advisors LLC ("PFM") will act as municipal advisor to the City of Monticello, Iowa (the "Client") in connection with the issuance of its General Obligation and Sewer Revenue SRF Loans to be issued via the State of Iowa's revolving fund loan program. PFM will provide, upon request of Client, financial planning and debt issuance development services, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task.

**pfm**

---

801 Grand  
Suite 3300  
Des Moines, IA 50309  
515.243.2600

---

**pfm.com**

PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. As of the date of this letter, Client has not designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"). Client agrees not to represent that PFM is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, without PFM's prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its clients of all material conflicts of interest and certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's disclosure statement delivered to Client together with this agreement.

PFM's services will commence as soon as practicable after the receipt of this Engagement Letter by Client and a request by Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this agreement shall be completed as agreed in writing in advance between Client and PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between Client and PFM or its respective affiliate.

For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses, as outlined in Exhibit B, which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

This Engagement Letter shall remain in effect until all related activities associated with this transaction are complete unless canceled in writing by either party upon thirty (30) days written notice to the other party. PFM shall not assign any interest



in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of Client; provided that upon notice to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records ("Data") in the possession of Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

All notices given under this Engagement Letter will be in writing, sent by email or registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to Client copies of any and all material pertaining to this Engagement Letter.

The Des Moines office of PFM will provide the services set forth in this Engagement Letter. PFM may, from time to time, supplement or otherwise amend team members. Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should Client make such a request, PFM will promptly suggest a substitute for approval by Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint ventures of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.

This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by PFM.



## **EXHIBIT A** **SCOPE OF SERVICES**

Financial planning and debt issue development services related to the issuance of its General Obligation and Sewer Revenue SRF loans to be issued via the State of Iowa's revolving fund loan program.

- Develop a financing plan in concert with staff which would include recommendations as to the timing and number of series of bonds to be issued and provide advice as to the various financing alternatives available to Client.
- Develop alternatives related to debt transactions including evaluation of revenues available, maturity schedule and cash flow requirements.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond resolutions.
- Review the terms, conditions and structure of any proposed debt offering undertaken by Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- PFM will review and analyze three years of audited financial statements to develop an understanding of the historical financial performance, credit strengths and weakness and financial trends.
- Based on our review of the historical performance, PFM will develop a specialized financial and capital planning model to articulate the historical, current and projected financial performance.
- PFM will work with staff to develop assumptions, which will be used to project financial performance into the future.
- PFM will review the current debt and its structure, if applicable. This would include, but not limited to, reviewing the existing revenue debt for the possibility of refunding to produce debt service savings. In addition, PFM will review existing bond and note resolutions as to existing covenants regarding minimum net operating revenue requirements, debt service reserve funds and additional bond tests.
- PFM will review the magnitude and timing of capital projects identified in capital improvement plans. Financing strategies will be developed to fund the capital improvement plans. Strategies may include modifying the timing of the capital projects, use of pay-as-you-go, bond financing or the use of cash reserves.
- Through the use of our financial and capital planning model and assistance from staff, we will formulate a financing plan to fund the capital projects and the costs associated with them.
- Review the requirements and submit analysis to Iowa Finance Authority as they pertain to Client's obligation, if necessary.



**EXHIBIT B**  
**COMPENSATION FOR SERVICES**

**1. Municipal Advisory Fees**

For financial planning and debt issue development services related to the issuance of its General Obligation and Sewer Revenue SRF Loans, to be issued via the State of Iowa's revolving fund loan program, PFM will be paid a one-time fee of \$18,000, payable upon closing.

The fee above will include services related to annual cashflow updates as required by the Iowa Finance Authority ("IFA") for a period of three years from the closing date of the loans. It is the understanding of PFM that IFA will reimburse Client for \$4,000 upon submitting PFM's invoice to them.

**2. Reimbursable Expenses**

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, printing, telephone, postage and other ordinary costs which are incurred by PFM. Appropriate documentation can be provided.



**EXHIBIT C**  
**INSURANCE STATEMENT**

PFM has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$40 million and \$25 million single loss/ \$50 million aggregate, respectively. PFM also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

**1. Deductibles/SIR:**

Automobile \$250 comprehensive & \$250 collision  
Cyber Liability \$25,000  
General Liability \$0  
Professional Liability (E&O) \$1,000,000  
Financial Institution Bond \$75,000

**2. Insurance Company & AM Best Rating**

Professional Liability (E&O)	Endurance American Insurance Company; (A+; XV)
	Argonaut Insurance Company; (A+; XIV)
	Everest National Insurance Company; (A+; XV)
	XL Specialty Insurance Company; (A+; XV)
	Continental Casualty Company; (A; XV)
	Starr Indemnity & Liability Company; (A; XV)
	Federal Insurance Company; (A++; XV)
Financial Institution Bond	Federal Insurance Company; (A++; XV)
	Great American Insurance Company; (A+; XV)
	U.S. Fire Insurance Company; (A; XV)
Cyber Liability	Greenwich Insurance Company (A+; XV)
	Arch Insurance Company; (A+; XV)
General Liability	Great Northern Insurance Company; (A++; XV)
Automobile Liability	Great Northern Insurance Company; (A++; XV)
Excess/Umbrella Liability	Federal Insurance Company; (A++; XV)
Workers Compensation & Employers Liability	Vigilant Insurance Company; (A++; XV)

**DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER  
IMPORTANT MUNICIPAL ADVISORY INFORMATION  
PFM Financial Advisors LLC**

**I. Introduction**

Public Financial Management, Inc., PFM Financial Advisors LLC, and PFM Swap Advisors LLC (hereinafter, referred to as “We,” “Us,” or “Our”) are registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

***How We Identify and Manage Conflicts of Interest***

**Code of Ethics.** The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

**Policies and Procedures.** We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

**Supervisory Structure.** We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees’ activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

**Disclosures.** We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client’s evaluation or the integrity of Our management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement, and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

## **II. General Conflict of Interest Disclosures**

### ***Disclosure of Conflicts Concerning the Firm's Affiliates***

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate's business with the client could create an incentive for Us to recommend a course of action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, We may be perceived as recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

### ***Disclosure of Conflicts Related to the Firm's Compensation***

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client's best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee bases. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

### ***Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients***

We regularly provide financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes an "Informational Bubble" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

### ***Disclosure Related to Legal and Disciplinary Events***

As registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s) ("DRP"). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access PFM Financial Advisors LLC filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC –

<http://www.sec.gov/cgi-bin/browse-edgar?company=PFM+Financial&owner=exclude&action=getcompany>

### **III. Specific Conflicts of Interest Disclosures – City of Monticello, Iowa**

To Our knowledge, following reasonable inquiry, We make the additional disclosure(s) of actual or potential conflicts of interest cited below in connection with the municipal advisory services currently being contemplated for client.

We currently serve as a municipal advisor to certain overlapping entities including the State of Iowa and the Iowa Finance Authority. We do not anticipate this to create a conflict of interest nor to impede Our ability to fulfill Our fiduciary duty to City of Monticello, Iowa.

### **IV. Municipal Advisory Complaint and Client Education Disclosure**

The MSRB protects state and local governments and other municipal entities and the public interest by promoting fair and efficient municipal securities markets. To that end, MSRB rules are designed to govern the professional conduct of brokers, dealers, municipal securities dealers and municipal advisors. Accordingly, if you as municipal advisory customer have a complaint about any of these financial professionals, please contact the MSRB's website at [www.msrb.org](http://www.msrb.org), and consult the MSRB's Municipal Advisory Client brochure. The MSRB's Municipal Advisory Client brochure describes the protections available to municipal advisory clients under MSRB rules, and describes the process for filing a complaint with the appropriate regulatory authority.

PFM's Financial Advisory services are provided by Public Financial Management Inc., and PFM Financial Advisors LLC. PFM's Swap Advisory services are provided by PFM Swap Advisors LLC. All entities are registered municipal advisors with the MSRB and SEC under the Dodd Frank Act of 2010.



City Council Meeting  
Prep. Date: 10/01/20  
Preparer: Doug Herman



Agenda Item: # 4  
Agenda Date: 10/05/20

*Communication Page*

**Agenda Items Description:** Resolution to approve request of Kevin Kurth for "warranty" of repaired water service line.

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

**Attachments & Enclosures:**

Proposed Resolution

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:** The newly installed service line to the Kevin Kurth home was found to be leaking. The line was dug up and repaired. Kevin requests consideration of a warranty on the repair that exceeds the 4-year maintenance bond on the project. He projects the expected life of a new water service line to be 30 years.

**Background Information:** Kevin's line was replaced as part of the N. Sycamore Street project. The leak was right next to the compression fitting by the corporation, probably wasn't tightened correctly. The line turned off at the corporation to stop the leak, the copper service line was patched, a new compression fitting was added, and the line was then reattached to the corporation. The line was bedded in clean rock, which is reportedly the practice used by the City for years. Kevin has expressed two primary concerns:

1. The line should have been completely replaced, not patched. That patching the line shortens its' life.
2. That the line should not have been bedded/covered with clean rock as rock can be abrasive and rub on the line to the point it can create a leak. Lime/sand is a better or preferred choice.

Kevin requests that the Council agree to warranty the line for "x" number of years. I am not sure of the exact length of time he is requesting but expect him at the meeting. Keep in mind, any warranty extended Kevin should be extended to the other lines that have been repaired since construction has been completed and to any lines that have a problem in the near future.

**Recommendation:** I recommend that the Council consider Kevin's request and take action if prepared to do so.

# The City of Monticello, Iowa

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

## RESOLUTION #2020-

**Resolution** to approve request of Kevin Kurth request for warranty on repaired service line

**WHEREAS,** The City of Monticello contracted with Horsfield Construction to reconstruct N. Sycamore Street, and various portions of adjacent side streets, consistent with the plans and under the supervision of the City Engineer, Snyder & Associates, and

**WHEREAS,** The completed project has seen multiple water service line leaks for various reasons, the Kevin Kurth property, located at 204 E 7<sup>th</sup>, being one of the properties that suffered a leak, and

**WHEREAS,** Kevin Kurth has expressed concern with the manner in which the repairs to the service line were made and has requested that the City Council grant he, and other similarly situated properties, a warranty if you will, agreeing to accept responsibility for any repairs to the service line moving forward, and

**WHEREAS,** the Council finds that the maintenance and repair of water service lines fall on the property owners under the City Code and also finds that it is unusual to have a basically brand new service line leak, and

**WHEREAS,** the Council finds that the warranty request \_\_\_\_\_ (language approving or denying, length of time, other properties, etc.)

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby \_\_\_\_\_ the request of Kevin Kurth as set forth within the body of this Resolution.

**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 5<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
Brian Wolken, Mayor

Attest:

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

City Council Meeting  
Prep. Date: 10/01/20  
Preparer: Doug Herman



Agenda Item: # 5  
Agenda Date: 10/05/20

*Communication Page*

**Agenda Items Description:** Resolution to direct action with regard to Bud Coyle sidewalk and drainage improvements.

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

**Attachments & Enclosures:**

Proposed Resolution

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:** Horsfield did not install the sidewalk and surface drain adjacent to and east of the Bud Coyle residence at the correct elevation.

**Background Information:** Snyder & Associates designed the Coyle sidewalk and area intake to be installed at a specific elevation. Both the sidewalk and intake are at incorrect elevations. (too high) The Council has discussed two options to address this issue. One is the addition of dirt to the Coyle property, west of the sidewalk, to fill a low area that exists on the Coyle property. Option 2, recommended by the City Engineer, is to require the removal and reinstallation of the sidewalk and intake by Horsfield.

Snyder's concern with option 1 is that it will merely push ground water to another location where it will then be a problem. Councilman Goedken, who suggests option 1 is a preferable solution, is concerned that the project as designed may result in ponding or icing over the sidewalk between the Coyle property and the surface intake in the winter. (For the intake to work correctly and to not create the ice situation Dave is concerned with it will be important to keep the intake open and accessible during winter, particularly during late winter when snow is beginning to melt and looking for a place to go.)

This topic has been discussed many times; we just need to bring it to a close. Horsfield may resist replacement, however, it is their obligation to do so if we tell them to do so as it was not installed consistent with the plans. Mr. Coyle wants it re-done consistent with the Engineer's design per a conversation between Nick Kahler and Bud on 10/02/2020.

**Recommendation:** I recommend that the Council consider both options and make a decision.

# The City of Monticello, Iowa

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

## RESOLUTION #2020-

**Resolution** to direct action with regard to Bud Coyle sidewalk and drainage improvements.

**WHEREAS,** The City of Monticello contracted with Horsfield Construction to reconstruct N. Sycamore Street, and various portions of adjacent side streets, consistent with the plans and under the supervision of the City Engineer, Snyder & Associates, and

**WHEREAS,** After completion of the project it was determined that the sidewalk and surface drain adjacent to said sidewalk were not completed according to project plans and specifications, and

**WHEREAS,** The Council further finds that the City Engineer recommends that the sidewalk and surface drain be installed correctly, according to the project plans and specifications, and

**WHEREAS,** The Council finds that the sidewalk and surface drain should be removed and replaced by and at the cost of Horsfield Construction, with the end result being consistent with the original Snyder & Associates plans, and

**WHEREAS,** the Council finds that the property owner, Robert "Bud" Coyle desires that the sidewalk and intake be constructed as originally designed.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby \_\_\_\_\_ (Language to be determined by Council action)

**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 5<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
Brian Wolken, Mayor

Attest:

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

City Council Meeting  
Prep. Date: 10/02/20  
Preparer: Doug Herman



Agenda Item: # 6  
Agenda Date: 10/05/20

*Communication Page*

**Agenda Items Description:** Resolution to approve bids related to Street Repair Packages.

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

**Attachments & Enclosures:**

Proposed Resolution

Bids/Proposals

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Streets

**Synopsis:** PW Director Kahler sought bids to complete various street repairs, most of which were reviewed by the City Council/Mayor and staff on a drive around a few weeks ago.

**Background Information:** The proposals/bids cover much of what we inspected some weeks back and also include some others. Some of the area we reviewed, near the intersection of 2<sup>nd</sup> and Cedar and 3<sup>rd</sup> and Cedar will be repaired by the Iowa DOT when they come through town in '22 during the Hwy. 38 Resurfacing. (They will extend into those side streets as a result of their requirement to bring crosswalks and sidewalks into ADA compliance. Because of the DOT plans it does not make sense for the City to improve these areas at this time. The City will continue to patch until the DOT project in '22.

The bids also include street crack sealing, something that should happen every year.

**Attachment #1:** Three Pages, all crack sealing, at the locations indicated: \$27,433.02 (Crack Sealing keeps water from seeping into and below the street surface where it can do damage. Crack sealing is "maintenance" and prolongs the life of streets.)

**Attachment #2:** One page with some areas scratched through that are not being considered at this time. The remaining portion is to replace portions of asphalt that have failed on 2<sup>nd</sup> Street between Hwy. 38 and North Maple and to then crack seal that area. \$3,969.32

**Attachment #3:** This attachment sets out the "bid packages" that have been delivered to contractors by Nick Kahler seeking repair bids. These bids will be in hand by Monday for delivery and review by the City Council Monday night.

Some of this work may or may not be done this fall.

**Staff Recommendation:** I recommend that the Council consider all of the bids / proposals and approve those deemed appropriate.

# The City of Monticello, Iowa

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

RESOLUTION #20-

## Resolution to approve bids related to Street Repair Packages

**WHEREAS**, the City of Monticello sought bids to crack seal various streets, to install asphalt repairs to certain streets, and to perform Portland Concrete Cement street repairs, with various repairs built into bid packages, and

**WHEREAS**, The City received a crack sealing and asphalt repair bid from Kluesner Construction, Incl as follows:

1. Crack Sealing: \$27,433.02
2. Asphalt Repair: \$3,969.32

And

**WHEREAS**, the City received bids from the following contractors on the following bid packages:

Contractor	Bid Package 1	Bid Package 2	Bid Package 3	Bid Package 4

**WHEREAS**, The Council finds that the City should proceed with the following projects:

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**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby authorize contracting with the contractors noted above to complete the work as proposed and bid, the Public Works Director to work with the contractors on an agreeable schedule.

**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 5<sup>th</sup> day of October, 2020.

---

Brian Wolken, Mayor

Attest:

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Sally Hinrichsen, Monticello City Clerk



#1



# PROPOSAL

DATE	ESTIMATE #
10/18/2019	18772

1007 1st Ave. NW \* PO Box 355 \* Farley, IA 52046  
 (563) 744-3422 Fax (563) 744-3146  
 Fed ID # 42-1463491  
 kluesnerconstruction.com

NAME / ADDRESS	CELL NUMBER	FAX NUMBER	PHONE NUMBER
CITY OF MONTICELLO 200 E FIRST STREET MONTICELLO, IA 52310-1501	319-533-1827 BRANT...	319-465-3527	319-465-3577
	LOCATION		

DESCRIPTION	UNIT	RATE	TOTAL
CRACK SEALING OF STREETS			
ROUT CRACKS AS NEEDED			
CLEAN CRACKS AND JOINTS WITH COMPRESSED AIR			
SEAL CRACKS AND JOINTS WITH D-3405 HOT APPLIED RUBBERIZED SEALANT			
PREVIOUSLY SEALED CRACKS WILL BE TOUCHED-UP AS NEEDED			
THE PRICE WILL BE \$0.69 PER LINEAL FOOT			
HARDSCRABBLE ROAD -- FROM EAST OF 168TH ST TO WEST 11TH ST. CRACKS	5,220	0.69	4,291.80
EAST 10TH ST -- FROM MAPLE ST TO N CEDAR ST JOINTS	1,710	0.69	1,179.90
RANDOMS	525	0.69	362.25
N CHESTNUT -- FROM WEST 7TH ST TO WEST 6TH ST (INCLUDES INTERSECTION AT W 6TH ST) JOINTS	5,198	0.69	3,586.62
RANDOMS	615	0.69	424.35
WEST 5TH ST -- FROM N GILL ST TO NORTH CEDAR ST (DO INTERSECTION AT N CHESTNUT) JOINTS	3,922	0.69	2,706.18
RANDOMS	684	0.69	471.96
CURBLINE	1,972	0.69	1,360.68
NORTH FARLEY ST -- FROM WEST 3RD TO WEST 2ND (DO ALL JOINTS INCLUDING CURBLINE) JOINTS	1,957	0.69	1,350.33

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. SIGN:	<b>TOTAL</b>
--	--------------

SIGNATURE

#1



# PROPOSAL

DATE	ESTIMATE #
10/18/2019	18772

1007 1st Ave. NW \* PO Box 355 \* Farley, IA 52046  
 (563) 744-3422 Fax (563) 744-3146  
 Fed ID # 42-1463491  
 kluesnerconstruction.com

NAME / ADDRESS	CELL NUMBER	FAX NUMBER	PHONE NUMBER
CITY OF MONTICELLO 200 E FIRST STREET MONTICELLO, IA 52310-1501	319-533-1827 BRANT...	319-465-3527	319-465-3577
	LOCATION		

DESCRIPTION	UNIT	RATE	TOTAL
RANDOMS	120	0.69	82.80
NORTH FARLEY ST -- FROM WEST 2ND TO 1ST ST (JOINTS AND CRACKS PARKING AREA ON EACH SIDE) JOINTS AND CRACKS	2,931	0.69	2,022.39
ROADWAY NOTE: DO NOT DO CENTERLINE & TRANSVERSE JOINTS. JUST DO OUTSIDE JOINTS ALONG ROADWAY.			
WEST 5TH ST -- FROM ARMINDA AVE TO PINE ST (DO INTERSECTION AT ARMINDA AVE) RANDOMS ONLY	1,520	0.69	1,048.80
GRAND ST. -- FROM CEDAR ST. TO DRIVEWAY OF CITIZENS STATE BANK/NEWER CONCRETE (INCLUDES CURBLINE) JOINTS	1,108	0.69	754.52
RANDOMS	135	0.69	93.15
SOUTH SYCAMORE ST -- FROM E. WASHINGTON ST TO SOUTH ST (DO INTERSECTIONS AT VARVEL ST) RANDOMS ONLY	2,360	0.69	1,628.40
PINEHAVEN DR -- FROM SOUTHHAVEN DR TO PARKING LOT OF NURSING HOME (INCLUDES CURBLINE) JOINTS	963	0.69	664.47
RANDOMS	240	0.69	165.60
MONTEREY TRAIL -- FROM PARK BLVD TO EAST END (TOUCHUP CURBLINE AS NEEDED) JOINTS	3,385	0.69	2,335.65
RANDOMS	828	0.69	571.32
LAYNE CT -- FROM CUL-DE-SAC TO MONTEREY TRAIL (INCLUDES CURBLINE) JOINTS	1,605	0.69	1,107.45

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. SIGN:	<b>TOTAL</b>
--	--------------

SIGNATURE

#1



# PROPOSAL

DATE	ESTIMATE #
10/18/2019	18772

1007 1st Ave. NW \* PO Box 355 \* Farley, IA 52046  
 (563) 744-3422 Fax (563) 744-3146  
 Fed ID # 42-1463491  
 kluesnerconstruction.com

NAME / ADDRESS	CELL NUMBER	FAX NUMBER	PHONE NUMBER
CITY OF MONTICELLO 200 E FIRST STREET MONTICELLO, IA 52310-1501	319-533-1827 BRANT...	319-465-3527	319-465-3577
	LOCATION		

DESCRIPTION	UNIT	RATE	TOTAL
RANDOMS	592	0.69	408.48
JAYNE DR -- FROM MONTILREY TRAIL TO PARK BLVD RANDOMS ONLY	1,048	0.69	723.12
RIVERVIEW CT -- FROM EAST 1ST ST TO END RANDOMS ONLY	120	0.69	82.80
NOTE: ALL MEASUREMENTS ARE APPROXIMATE. AN ACCURATE MEASUREMENT WILL BE MADE ON COMPLETED WORK FOR FINAL BILLING			

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. SIGN:	<b>TOTAL</b>	\$27,433.02
--	--------------	-------------

PAYMENT DUE UPON COMPLETION OF THE WORK. PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN \_\_\_\_ DAYS.

SIGNATURE \_\_\_\_\_

#2



# PROPOSAL

DATE	ESTIMATE #
5/28/2020	19326

1007 1st Ave. NW \* PO Box 355 \* Farley, IA 52046  
 (563) 744-3422 Fax (563) 744-3146  
 Fed ID # 42-1463491

kluesnerconstruction.com

NAME / ADDRESS	CELL NUMBER	FAX NUMBER	PHONE NUMBER
CITY OF MONTICELLO 200 E FIRST STREET MONTICELLO, IA 52310-1501	319-533-1827 BRANT...	319-465-3527	319-465-3577
	LOCATION		

DESCRIPTION	TOTAL
<del>ITEM 1 - ASPHALT REPAIR OF STREETS</del> <del>- PINE 16' NECESSARY</del> <del>- COMPLETE CLEAN AND TAC</del> <del>- FURNISH AND PLACE 3 INCHES OF ASPHALT INCLUDING THE LEVELING COURSE</del> <del>EAST 2ND ST FROM NORTH MAPLE TO NORTH SYCAMORE - APPROX 3696 SQ FT</del> <del>EAST 2ND ST FROM NORTH SYCAMORE TO HWY 38 - APPROX 5204 SQ FT</del>	<del>399.00</del> <del>1,352.00</del>
<b>ITEM 2 - ASPHALT REPAIR OF STREETS</b> - SAW EDGES - REMOVE OLD MATERIAL AND HAUL AWAY - PREP AND COMPACT - FURNISH AND PLACE 3 INCHES OF ASPHALT EAST 2ND ST FROM NORTH MAPLE TO NORTH SYCAMORE - EAST END-NORTH SIDE - APPROX 42 SQ FT EAST 2ND ST FROM NORTH SYCAMORE TO HWY 38 - NORTH SIDE BY CONVENIENCE STORE - APPROX 169 SQ FT	399.00 1,352.00
<b>ITEM 3 - CRACK SEALING OF ASPHALT STREET</b> - CLEAN CRACKS WITH COMPRESSED AIR - SEAL CRACKS WITH D-3405 HOT APPLIED RUBBERIZED SEALANT EAST 2ND FROM NORTH MAPLE TO HWY 38	2,218.32
**CITY WILL SUPPLY TAX EXEMPT CERTIFICATE FOR MATERIALS	
WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. SIGN:	<b>TOTAL</b> <del>2,120.00</del>

PAYMENT DUE UPON COMPLETION OF THE WORK. PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN \_\_\_\_ DAYS.

SIGNATURE \_\_\_\_\_

**Group #1**

2 valves at Grandview Ave. & Park Blvd. (diamond patch around all valves if possible)

1 valve at Grandview Ave. & W. Washington

S. Cedar by NCI

S. Sycamore by the PD. Also add concrete for the dumpster at the PD

415 S. Sycamore

Corner of W. Burroughs and S. Linden

E. Varvel and S. Maple – sidewalk ramp

**Group #2**

W. 2<sup>nd</sup> and N. Cedar

W. 5<sup>th</sup> by Fareway, N. Chestnut intersection, and N. Gill intersection

Across the street from 105 E. 6<sup>th</sup>

516 N. Cedar – City Lot. Fix sidewalk, remove driveway, and put a full curb back.

E. 8<sup>th</sup> and N. Sycamore – sidewalk ramp

E. 8<sup>th</sup> and N. Maple – 2 sidewalk ramps

10<sup>th</sup> St. by insurance office

729 N. Cedar

**Group #3**

Valve at Hillcrest and W. 6<sup>th</sup>

Valve at N. Chestnut and W. 7th

Tower view Ct.

241 Clego

838 Breckenridge Dr. – storm drain

713 N. Birch

City shop on East and West side

**Group #4**

134 Monterey Trail to the dead end

108 Jayne Dr.

City Council Meeting  
Prep. Date: 10/02/20  
Preparer: Doug Herman



Agenda Item: # 7  
Agenda Date: 10/05/20

*Communication Page*

**Agenda Items Description:** Resolution to approve the City of Monticello Sidewalk Policy as proposed and recommended by the Sidewalk Committee.

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

**Attachments & Enclosures:**

Proposed Resolution

Proposed Policy

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:** The Sidewalk Committee recently met again to review various policies related to the installation and maintenance of sidewalks in Monticello and proposes a policy to the City Council for consideration.

**Background Information:** The Proposed Policy covers Maintenance, Inspection, Inspection Criteria, Repair Best Practices, Repair Process, Specifications, City Responsibilities, Infill, and Procedure (related to infill). Many of the sections set out existing Code and existing practices. The section that would fall into the "new" category is the Infill / Procedure sections. Please carefully review and consider the policy.

It is my understanding that some of the Sidewalk Committee plans to be in attendance to report to you or to otherwise answer questions.

**Staff Recommendation:** I recommend that the Council consider the proposed policy and approve the policy by Resolution if prepared to do so.

## **The City of Monticello, Iowa**

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

### ***RESOLUTION #2020-***

**Resolution** approving the City of Monticello Sidewalk Policy as proposed and recommended by the Sidewalk Committee

**WHEREAS**, the City Council of the City of Monticello approved the creation of a Sidewalk Committee to review current City Code, practices, and proposed policies generally related to the installation, maintenance, and infill of sidewalks in Monticello, and

**WHEREAS**, the Sidewalk Committee has presented a proposed policy for consideration by the City Council, the policy specifically covering the following topics: Maintenance, Inspection, Inspection Criteria, Repair Best Practices, Repair Process, Specifications, City Responsibilities, Infill, and Procedure (related to infill), and

**WHEREAS**, the Council finds that the policy as proposed by the Sidewalk Committee is reasonable and appropriate and should be adopted by the City Council.

**NOW THEREFORE, BE IT RESOLVED** that the Council of the City of Monticello, Iowa does hereby approve of the Monticello Sidewalk Policy as proposed and submitted by the Monticello Sidewalk Committee, a copy of same being appended hereto, same being incorporated, by this reference, as if same had been set forth fully verbatim herein.

**IN TESTIMONY WHEREOF**, I subscribe my name and affix the Great Seal for the City of Monticello, Iowa on this 20<sup>th</sup> day of October, 2020.

---

Brain Wolken, Mayor

*Attest:*

---

Sally Hinrichsen, City Clerk



# City of Monticello Sidewalk Policy

Safe, pedestrian-friendly neighborhoods and access to critical infrastructure by way of foot, bike or by other non-motorized means for residents of all ages are a priority for the City of Monticello. An important component in ensuring this is the City's sidewalk inspection, repair, and infill program, developed to provide for guidance on the maintenance, installation and infill sidewalks within the City of Monticello.

The purpose of this document is to establish policy and guidelines for the routine inspection, inspection criteria, repair and replacement procedures, installation requirements, and prioritization of infill for connectivity of sidewalks within the City of Monticello.

Iowa Code 364.12(d) and City Code Chapter 136 provides the City of Monticello legal guidance and authority for the maintenance and repair of public sidewalks. These code sections within this policy are referenced for their guidance in addressing issues within the community. The Americans with Disabilities Act (ADA) and the Iowa Statewide Urban Design and Specifications (SUDAS) provide for specifications for the installation of sidewalks standards.

## **MAINTENANCE**

**136.07 PROPERTY OWNER'S RESPONSIBILITY FOR MAINTENANCE.** The abutting property owner shall repair, replace, or reconstruct, or cause to be repaired, replaced, or reconstructed, all broken or defective sidewalks and maintain in a safe and hazard-free condition any sidewalk outside the lot and property lines and inside the curb lines or, in the absence of a curb, any sidewalk between the property line and that portion of the public street used or improved for vehicular purposes. The abutting property owner may be liable for damages caused by failure to maintain the sidewalk. (Code of Iowa, Sec. 364.12[2c])

**136.03 REMOVAL OF SNOW, ICE, AND ACCUMULATIONS.** The abutting property owner shall remove snow, ice, and accumulations promptly from sidewalks. If a property owner does not remove snow, ice, or accumulations within 24 hours, the officer authorized by the Council may remove or cause to be removed all snow, ice or accumulations such as mud, sand or other debris from abutting property, from all sidewalks, without notice to the property owner, when knowledge of such condition comes to said officer's attention. Said officer shall return to the Council an itemized and verified statement of expenditures of labor and materials used in

making such removal and the description of the lot or parcel of ground abutting on the sidewalk from which said snow, ice or other accumulation has been removed, and the cost thereof shall be assessed to the property fronting thereon. The abutting property owner may be liable for damages caused by failure to remove snow, ice, and accumulations promptly from the sidewalk. (Code of Iowa, Sec. 364.12[2b & e])

## **Inspection**

For the purposes of the inspection program, Monticello is divided into four (4) geographical areas consistent with the Four (4) Ward Zones. Each year, the sidewalks in one of the four (4) areas will be inspected in accordance with the criteria established by the City Code of Ordinances to determine if sidewalk repairs are necessary. Only sidewalks are inspected. The parkway, driveway approaches, water stop boxes located outside of the sidewalk, etc. are not inspected as part of the program.

In addition, sidewalks are inspected outside of the geographical area if a complaint is received on the condition of a sidewalk.

## **Inspection criteria**

The City of Monticello recognizes current ADA requirements for sidewalk installation or repair. These installation recommendations can be viewed at <https://intrans.iastate.edu/app/uploads/sites/15/2018/12/12A-2.pdf>

Property owners are encouraged to maintain sidewalks within the current ADA requirements. The City of Monticello has adopted criteria for replacement to maintain safe and passable sidewalks, which can be viewed within the City of Monticello Code of Ordinances, Chapter 136.



The inspector marks an orange [X] or [X> <X] for a continuous string of defective sidewalk squares which meet one or more of the following criteria:

- A. Vertical separations equal to three-fourths (3/4) inch or more.
- B. Horizontal separations equal to three-fourths (3/4) inch or more.
- C. Holes or depressions equal to three-fourths (3/4) inch or more and at least four (4) inches in diameter.
- D. Spalling over fifty percent (50%) of a single square of the sidewalk with one or more depressions equal to one-half (1/2) inch or more.
- E. Spalling over less than fifty percent (50%) of a single square of the sidewalk with one or more depressions equal to three-fourths (3/4) inch or more.
- F. A single square of sidewalk cracked in such a manner that no part thereof has a piece greater than one square foot.
- G. A sidewalk with any part thereof missing to the full depth.
- H. A change in the grade equal or greater than three-fourths (3/4) inch.

The inspector reports deficiencies to the property owner on the Sidewalk Inspection Report which is mailed to the property owner's address. The attached sidewalk inspection form will be utilized to document the process. Property owners adjacent to sidewalks that are marked for repair are notified of their responsibility to repair the sidewalk through a notification letter as identified above that is sent to the owner of record as listed at the Jones County Assessor's Office.

Property owners notified of defective panels will be mailed through regular mail the following documents; Sidewalk inspection report, Letter indicating inspection standards with repair time frames, and blank sidewalk construction permit.

In the event a property owner has questions or concerns regarding the identification or notification of a panel (s) that are out of compliance, the property owner must notify City Hall and request a follow-up visit with City Staff.

## **REPAIR BEST PRACTICES**

Sidewalks panels that are identified as defective are typically best suited for complete replacement. On occasion, deficiencies may be resolved by making repairs in lieu of the replacement of the panels. Additional options for repairs are permissible and the options available are dependent on the contractor that is selected by the property owner.

**Crack Filling:** Crack filling is done primarily to seal concrete cracks to prevent moisture from penetrating the base, causing additional crack widening and uneven settlement. Crack filling is appropriate when horizontal separations are at or less than  $\frac{3}{4}$ "

**Mud Jacking:** Mud Jacking is used to correct differential settlement between concrete panels. It is appropriate where individual panels are in relatively good condition by have horizontal separations.

**Concrete Planing:** Concrete planing is another method of addressing horizontal separations. Raised edges may be ground down the width of panel to remove the "trip hazard".

## **Repair Process**

After the inspection occurs, property owners will be given 90 days from the date of mailing to complete the required repairs. Extensions are permitted providing a request for an extension from the property owner with a reasonable explanation authorized by City Staff. Property owners will select a contractor of their choosing to make the necessary repairs.

A follow up inspection will occur for all identified panels after 90 days. Properties identified with remaining defective panels will again receive a follow up notification by regular mail. Property Owners will be given an additional 30 days from the date of mailing to make the repairs.

A follow up inspection will occur for all identified panels that were not completed within the second notification after 30 days from the date of mailing. Property Owners who have not made the required repairs will receive a third follow up notification by Certified Mail. Property Owners will be given an additional 30 days to make the repairs.

A follow up inspection will occur for all identified panels that were not completed within the third notification after 30 days from mailing. All repairs not completed will be organized for a designated contractor to complete.

**\*\*An earlier deadline may be given dependent upon the severity of the condition of the sidewalk.**

After completion, the City Clerk will follow the assessment procedures as identified. Payment plans may be requested, but subject to City Council Approval based upon financial need.

136.08 CITY MAY ORDER REPAIRS. If the abutting property owner does not maintain sidewalks as required, the Council may serve notice on such owner, by certified mail, requiring the owner to repair, replace or reconstruct sidewalks within a reasonable time and if such action is not completed within the time stated in the notice, the Council may require the work to be done and assess the costs against the abutting property for collection in the same manner as a property tax.

136.09 SIDEWALK CONSTRUCTION ORDERED. The Council may order the construction of permanent sidewalks upon any street or court in the City and may specially assess the cost of such improvement to abutting property owners in accordance with the provisions of Chapter 384 of the Code of Iowa. (Code of Iowa, Sec. 384.38)

136.04 NOTICE OF ASSESSMENT OF REPAIR OR CLEANING COST. Upon the filing of the verified statement, the Clerk shall cause a notice of such facts to be given to the owner of the abutting property either by personal service or by mailing a notice to the last known address of the owner. The notice shall contain a statement of the character of the work performed, a description of the property affected, the amount returned against such lot or parcel of ground, and a statement that the person may pay the amount assessed by a certain date without interest or penalty. The notice shall also indicate that the person may object to such assessment and the notice shall state the place and time at which the Council will hear such objections. The time set for hearing shall be not less than 10 days after the service or mailing of said notice.

136.05 HEARING AND ASSESSMENT. At the time and place designated in such notice, the Council shall meet, hear and consider all objections to the whole or any part of such assessment, and shall correct all errors or omissions therein, and after such considerations, the Council shall adopt the corrected list as the amounts to be assessed against the property therein described.

136.06 BILLING AND CERTIFYING TO COUNTY. If, after the adoption by the Council of the final assessment against each lot, part of lot or parcel of land, any assessment or any part thereof remains unpaid for over 30 days after the Council determination of correct charges, the Clerk shall certify to the County Auditor as a special tax against the lot, part of lot or parcel of ground all unpaid amounts, which shall constitute a lien and be collected by the County Treasurer in the same manner as all other taxes. Any assessment which exceeds \$100.00 may be paid in

installments as set by Council, not to exceed 10, in the same manner and at the same interest rates as for special assessments under Chapter 384 of the Code of Iowa. No Commented [AF165]: MC plus former 50.02(7) Commented [AF166]: MC – blended with former 136.12 Commented [AF167]: Moved from 136.13 Commented [AF168]: Moved from 136.14 CHAPTER 136 SIDEWALK REGULATIONS CODE OF ORDINANCES, MONTICELLO, IOWA - 685 - interest shall be charged for assessments or part thereof, paid within 30 days of the time that the Council determined the final amounts.

## **SPECIFICATIONS**

136.10 STANDARD SIDEWALK SPECIFICATIONS. The City Engineer shall prepare full and complete plans and specifications for the construction of sidewalks and driving crossings in the same which, upon approval by the Council, shall be on file in the office of the Clerk. All sidewalk improvements in public property, whether performed by the owner of the abutting property or by the City, shall be performed under the supervision and inspection of the City Engineer, and in accordance with the plans and specifications prepared by the City Engineer's office and approved by the Council.

136.11 SIDEWALK GRADES. All sidewalk grades shall be the grade of the top of the surface of the walk at the edge of the walk nearest to the property line. All sidewalks and terraces between the sidewalks and curbs shall have a uniform grade of two and one-half percent or three-tenths of an inch to the foot from the inside of the walk sloping to the outside of the curb unless otherwise ordered by resolution of the Council. The construction of permanent sidewalks shall not be made until the bed of the same has been graded so that, when completed, such sidewalk will be at the established grade by the engineer. 136.12 PERMIT REQUIRED. No person shall remove, reconstruct, or install a sidewalk unless such person has obtained a permit from the City and has agreed in writing that said removal, reconstruction, or installation will comply with all ordinances and requirements of the City for such work. A written application for such permit shall be filed with the City. 136.13 INSPECTION OF PRIVATE WORK; REMEDIES. All sidewalk improvements shall be done under the direction and supervision of the City Engineer and subject to the inspection and approval of the engineer. Whenever any sidewalk improvements are made which do not conform to the provisions of this chapter and with the specifications herein referred to,

## **City responsibilities**

City causes: If the damage to the sidewalk is caused by a City owned item, i.e. a water main valve (not a service valve), a sewer manhole located within the sidewalk, the City will take responsibility for the repair of the sidewalk directly as long as the damage is directly attributable to the item. Just because a City-owned item is present does not automatically mean that the item is the cause of the damage. Each situation will be evaluated individually by City staff.

Resident is not responsible for sections connecting the sidewalk to the street

Sidewalks Crossing City Alley's will be the responsibility of the City to replace.

Sidewalk Approaches that are currently not ADA compliant will be made ADA compliant and will be the responsibility of the City if there is currently and adjacent sidewalk that continues. If no adjacent sidewalk exists, and there is no ramp access, it will be the responsibility of the property owner.

## **INFILL**

In addition to repair and maintenance, the City will also work to identify, evaluate, prioritize, and make recommendations for the infill of missing sections of sidewalk throughout the community. Making key connections of sidewalks to increase the walkability or accessibility of the community is a priority.

The City of Monticello has directed the coordination of a sidewalk committee to establish criteria for the prioritization of sidewalk construction projects. The committee will provide for recommendations to the City Council that will prioritize sidewalk infill improvements in a manner that provides the greatest short- and medium-term benefits. These improvements will be prioritized by their ability to allow all children to walk to school safely. Additionally, access to critical infrastructure such as parks, government buildings, and shopping necessities will factor into the prioritization. Further criteria will be used in establishing priority projects, such as;

- Existing level of non-motorized traffic
- Continuity with existing sidewalks
- Presence or Absence of viable alternative routes for non-motorized traffic
- Ancillary costs associated with the proposed infill

## **PROCEDURE**

The sidewalk committee, using the above listed factors, will identify, evaluate, and prepare a recommendation to be presented to the City Council. Since infill projects will be at the direction of the City Council to improve overall quality of life for the residents, the following financial considerations will be established as part of this sidewalk policy;

All infill will be recommended as a 50/50 cost share between property owner and City. The cost share will apply strictly to the material and labor costs of the sidewalk adjacent to the property owner's property. The cost will be established through the receipt of bids or quotations from authorized contractors. Additional costs, such as additional grading, tree removal, retaining walls, culverts, etc., will be at the full expense to the City.

In the event the property owner wishes to complete the installation themselves or through a privately arranged contractor, the City will authorize the infill to be completed. The property owner may submit an invoice and the City will reimburse 50% of the costs, not to exceed 50% of the cost of the original project cost unless authorized prior to completion.

In recognizing that trees are vital for improving quality of life, if a tree is required to be removed from a property, the tree board to work with property owner to replant trees if impacted at the expense of the City.

The City will allow property owners to participate in a payment plan as authorized by the City Council.

If the recommendation of the infill of sidewalk is approved by the City Council, yet the property owner declines to participate in the voluntary infill program, the City maintains the authority under Chapter 136.09 to order sidewalks be installed at the expense of the property owner while following the designated assessment procedures.



City Council Meeting  
Prep. Date: 10/02/20  
Preparer: Doug Herman



Agenda Item: # 8  
Agenda Date: 10/05/20

*Communication Page*

**Agenda Items Description:** Resolution to approve Sidewalk Committee 7<sup>th</sup> Street / Breckenridge sidewalk infill recommendations.

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

**Attachments & Enclosures:**

Proposed Resolution

Proposed Policy

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:** The Sidewalk Committee has given additional consideration to its recent recommendation related to infill and cost sharing near the intersection of 7<sup>th</sup> and Breckenridge and along other areas of 7<sup>th</sup> Street.

**Background Information:** The recommendation speaks for itself so I will not lay it all out at this point in the packet. Please review the attached proposal. (It appears that the most notable change in the original proposal is that all impacted properties are being asked to share in 50% of the cost, not a different % for residential versus non-residential properties.)

It is my understanding that some of the Sidewalk Committee plans to be in attendance to report to you or to otherwise answer questions.

**Staff Recommendation:** I recommend that the Council consider the proposal/request of the Sidewalk Committee.

## The City of Monticello, Iowa

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

### ***RESOLUTION #2020-***

**Resolution** approving Sidewalk Committee 7<sup>th</sup> Street / Breckenridge  
Sidewalk Infill recommendations

**WHEREAS**, the City Council of the City of Monticello approved the creation of a Sidewalk Committee to review current City Code, practices, and proposed policies generally related to the installation, maintenance, and infill of sidewalks in Monticello, and

**WHEREAS**, the Sidewalk Committee has presented the City Council with a recommendation in regard to the infill of certain sections of sidewalk and and/or near Breckenridge / 7<sup>th</sup> Street, and

**WHEREAS**, the Council finds that sidewalks recommended for installation should be installed, that the installation of same is in the best interests of the City and would serve all residents of the community and particularly those that live in the area of the new sidewalks, including children that may now or hereafter need to walk to Carpenter School and based thereon finds that the recommendations should be approved.

**NOW THEREFORE, BE IT RESOLVED** that the Council of the City of Monticello, Iowa does hereby approve of the recommendations of the Sidewalk Committee as set forth within the letter dated 10/1/2020 to the City Council from the Sidewalk Committee, same being appended hereto, and directs City Staff to work with the property owners to see to the installation of the proposed sidewalks as recommended by the committee and as approved herein.

**IN TESTIMONY WHEREOF**, I subscribe my name and affix the Great Seal for the City of Monticello, Iowa on this 20<sup>th</sup> day of October, 2020.

---

Brain Wolken, Mayor

*Attest:*

---

Sally Hinrichsen, City Clerk

October 1st, 2020

Dear Monticello City Council;

The Monticello sidewalk committee, which has been formed at the direction of the City Council, has reviewed a concern brought about by a resident, Ron Hendricks, regarding the lack of connecting sidewalk which permits safe passage from the Breckenridge Neighborhood to the adjacent 7<sup>th</sup> Street as well as access to Carpenter Elementary School.

The Breckenridge development was constructed with sidewalk installation on all properties within the development. This neighborhood however was never connected to the adjacent 7<sup>th</sup> street sidewalk system. The property owners of the corner properties were never required to install sidewalks that completed the connection. 7<sup>th</sup> Street also lacks a contiguous sidewalk system to Gill Street that would permit safe passage for pedestrians to the nearby Carpenter Elementary School.

The attached map shows the current location of sidewalk as well as the areas where sidewalk is absent.

The committee reviewed several aspects and alternative options including the potential of installing the sidewalk along the school property (south side) but feel that adding sidewalk on the School side of the property causes further issues. Sidewalk is not present on the entire stretch of the South side of 7<sup>th</sup> Street from Gill Street to Birch Street, however sidewalk currently exists for the majority of properties on the North Side. Maintaining the sidewalk along the north side maintains consistency and eliminates a need to have a mid-block cross walks, which in this situation is a more dangerous alternative to a traditional intersection crosswalk. There are an estimated 34 children who reside within the Breckenridge neighborhood, several of them walk to the nearby Carpenter School for classes and some for busing. These factors have made it imperative to take action to improve this area for the safety of pedestrian traffic.

During this consideration the committee has reviewed this cost share with the information that each 4'x4' sidewalk (16 sq2) panel is an estimated \$85.00. Since the project is being initiated to improve the walkability of the community, an aspect that benefits more than just the adjacent neighborhood, a cost share with the impacted homeowners is being proposed to make this initiative more successful.

It is the recommendation of the Sidewalk Committee that sidewalks be installed along the following properties:

The West side of the property (East Side of Street) located at 340 West 7<sup>th</sup> Street, which will serve as the connection between the East Side residences within the Breckenridge Neighborhood to 7<sup>th</sup> Street. This sidewalk will cover a distance of 125' and it is the recommendation of the sidewalk committee that a 50/50 cost share between the City of Monticello and the property owner be applied to the expense. The estimated expense of this section is \$2,720, at a 50/50 cost share would be \$1,360 for the City. Additionally, the City will cover expenses associated with the installation of an ADA approach.

it is the recommendation of the Sidewalk Committee that sidewalks be installed along the East side of the property (West Side of Street) located at 442 West 7<sup>th</sup> Street, which will serve as the connection between the West side residences within the Breckenridge Neighborhood to 7<sup>th</sup> Street. This sidewalk

will cover a distance of 125' and it is the recommendation of the sidewalk committee that a 50/50 cost share between the City of Monticello and the property owner be applied to the expense. The estimated expense of this section is \$2,720. The anticipated homeowner expense is \$1,360. There will be additional costs associated with the removal of 2 spruce trees that extend into the right of way. The removal of these trees will allow for additional grading to reduce the necessity of a retaining wall. All additional costs beyond the labor and material cost of the sidewalk will be incurred by the City. Additionally, the City will cover expenses for the installation of an ADA approach.

It is the recommendation of the Sidewalk Committee that sidewalks be installed along the South Sides of the properties (North Side of Street) located at 228 West 7<sup>th</sup> Street and 224 West 7<sup>th</sup> Street, which will serve as the connection to the Gill Street Sidewalks and a Crosswalk for Carpenter Elementary.

The section of sidewalk in front of 228 West 7<sup>th</sup> Street covers a distance of 75' and serves as a single-family residence. It is the recommendation of the sidewalk committee that a 50/50 cost share between the City of Monticello and the property owner be applied to the expense. The estimated expense of this section is \$1,615, at a 50/50 cost share would be \$807.50 for the City. City Staff have already coordinated with Mediacom to move a utility pedestal that sits within the pathway of the proposed sidewalk installation. This movement of the pedestal will incur no additional expenses.

The section of sidewalk in front of 224 West 7<sup>th</sup> Street covers a distance of 180' and serves as a multi residence apartment complex. It is the recommendation of the Sidewalk committee that a 50/50 cost share between the City of Monticello and the property owner be applied. The estimated expense of this section is \$3,825, at a 50/50 cost share would be \$1,912.50 for the City. Additionally, the City will cover expenses associated with the installation of an ADA approach at the connection with Gill Street. Coordination has already been completed with Alliant Energy and the property owner to adjust the approach around the existing utility pedestal.

The section of sidewalk in front of 702 West 7<sup>th</sup> Street covers a distance of 56' and serves as a single-family residence. It is the recommendation of the sidewalk committee that a 50/50 cost share between the City of Monticello and the property owner be applied to the expense. The estimated expense of this section is \$1,190, at a 50/50 cost share would be \$595 for the City.

We strongly encourage the Monticello City Council to recognize the recommendation and authorize city staff to proceed with the improvements.

Sincerely,

Monticello Sidewalk Committee

Shannon Simonson  
Denny Folken  
Kris Lyons  
Scott Eastin  
Brian Wolken  
Britt Smith

City Council Meeting  
Prep. Date: 10/02/20  
Preparer: Doug Herman



Agenda Item: 9  
Agenda Date: 10/05/2020

*Communication Page*

**Agenda Items Description:** Ordinance to impose Compost Site Fee. (2<sup>nd</sup> Reading)

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

**Attachments & Enclosures:**

Proposed Ordinance (Compost Fee)

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Synopsis: Proposed monthly Compost Management Fee**

**Background:** City began operating a compost site last year. Annual cost estimated to be \$40,000 +/-

Council directed staff to propose an ordinance to impose a \$2.00 per month fee on utility accounts. There are approximately 1,700 accounts, so a \$2.00 increase would generate approximately \$40,800 annually.

Council needs to give additional consideration of fee to apt. buildings that have one meter versus apt. buildings that have multiple meters. Every meter will be subject to a \$2.00 charge so a 4-plex with individual meters will generate \$8 per month while a 4-plex with one meter will generate \$2 per month. Also, consider a downtown building with no yard, and likely little to no yard waste, that has a business and two apartments for example that are all individually metered, generating \$6.00 per month. Should fees be set based upon the type of property? (Examples: So much per property type divided between the total number of utility accounts at that address?) (\$2.00 per single family residence, \$2.00 per duplex or tri-plex, \$2.00 per condo unit, \$.50 per unit in 4-plex or greater; \$2.00 for C-2 Property (downtown type properties) \$\_\_\_\_\_ for C1 and M1 properties?)

**Staff Recommendation:** I recommend that the Council consider the second reading of the proposed ordinance. (With amendments as deemed appropriate.)

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance amending the Code of Ordinances of the City of Monticello, Iowa, by amending Chapter 105 “Solid Waste Control”, by adding Sections 105.13 “Rates for Service” and 105.14 “Lien for Nonpayment”

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

**SECTION 1. SECTIONS ADDED.** Chapter 105.13 “Rates for Service” and 105.14 “Lien for Nonpayment” shall be added to the Code and adopted as follows:

**105.13 RATES FOR SERVICE.** The collection and disposal of “landscape waste” and/or “yard waste” as provided by this chapter are declared to be beneficial to the property served or eligible to be served and there shall be levied and collected fees for the same, in accordance with the following

1. Fee for Collection. The fee for “landscape waste” and/or “yard waste” collection shall be \$2.00 per month per utility account. (Note, apt. complex with four individually metered units will be invoiced a total of \$8.00 per month (\$2.00 per account) while an apt. complex with four individual units that all feed through one meter, paid by the landlord, will be invoiced a total of \$2.00 per month.)(This requires some thought. Maybe the Ordinance should include a fee for a single-family residence, a duplex, a three plex, a four plex, and apartment complex bigger than that?)(Or, we recognize that not everything can ever be totally fair, and move forward with \$2.00 per utility account?)
2. Payment of Bills. All fees are due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section 92.04 of this Code of Ordinances. Landscape waste and/or yard waste collection service may be discontinued in accordance with the provisions contained in Section 92.05 if the combined service account becomes delinquent, and the provisions contained in Section 92.08 relating to lien notices shall also apply in the event of a delinquent account.

**105.14 LIEN FOR NONPAYMENT.**

Except as provided for in Section 92.07 of this Code of Ordinances, the owner of the premises served and any lessee or tenant thereof are jointly and severally liable for fees for landscape waste and/or yard waste collection and disposal. Fees remaining unpaid and delinquent shall constitute a lien upon the property or premises served and shall be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes.

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

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

Passed by the Council the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Brian R. Wolken, Mayor

ATTEST:

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

I certify that the foregoing was published as Ordinance No. \_\_\_\_ the \_\_\_\_ day of \_\_\_\_, 2020.

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

City Council Meeting  
Prep. Date: 10/01/2020  
Preparer: Doug Herman



Agenda Item: Reports  
Agenda Date: 10/05/2020

*Communication Page*

**Agenda Items Description: Reports**

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

**Attachments & Enclosures:**

ECIA Information  
ADA Memo and attachments  
City Administrator – Press Release

**Fiscal Impact:**

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

**Reports / Potential Action:**

1. City Administrator
  - a. JCED Board Opening (Replacing Mayor Wolken): It is my understanding that Councilman Yeoman has agreed to this appointment. If this is the plan I will put that appointment in the next Consent Agenda for approval
  - b. ECIA Housing Authority Commissioner Position: This position has been open for many years. I have sought more information from ECLA about the requirements and have attached what I received hereto.
  - c. ADA Improvement Standards – 6<sup>th</sup> and Gill: The maintenance work performed at 6<sup>th</sup> and Gill Streets did not require ADA compliance as explained in the memo and related guidance documents I have attached hereto. ADA compliance is always a plus, however, it is not feasible in all circumstances. If the intersection had been fully reconstructed, approximately \$200,000, we could have brought it into compliance. We can explore a follow up project to seek full ADA compliance, however, the Council basically approved patching of the street at this time. The City did improve access to the sidewalks by cutting the curbs and sloping the walks, this should not be confused with ADA compliance, just an effort to make them more accessible within the scope of the project. (I have asked Patrick and/or AJ to review my memo to be sure I am not mis-speaking)
  - d. Available Capital Project Funding: The City funds provide the following “left over” funds that can be used for eligible projects: Capital Project N. Sycamore Street: \$140,269.73; TIF Project N. Sycamore Street \$108,940.77; TIF 190<sup>th</sup> Street Sewer Project \$5,213.18. The above can be used for eligible street projects / sewer projects. The TIF portion would have to be used for an eligible TIF project. (N. Chestnut Street for example)
  - e. Administrator Resignation – I have attached a press release related to my resignation. Based thereon the Council needs to discuss and determine how to proceed with a search for my replacement. I will have further information for you to consider at the meeting.
2. Police Chief
  - a. Council Chambers AV Improvement Options Summary
3. Public Works Director
4. Park and Recreation
5. City Engineer (Will probably be moved up in the meeting)
  - a. N. Chestnut Street discussion
  - b. 6<sup>th</sup> Street Ditch / Waterway Grant PER update discussion



## Doug Herman

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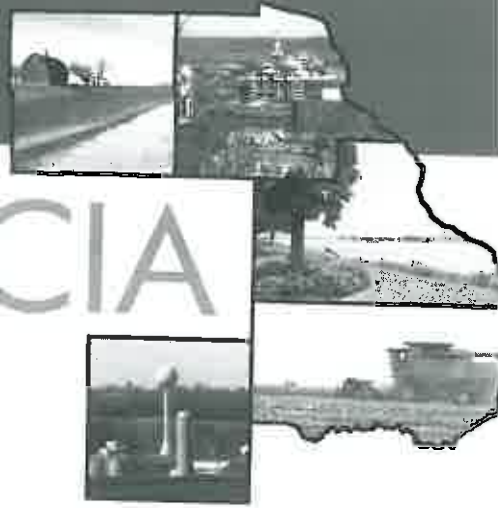
**From:** Michelle Schnier <MSchnier@ecia.org>  
**Sent:** Tuesday, September 29, 2020 4:35 PM  
**To:** Doug Herman  
**Subject:** RE: EI Regional Housing Authority Board

Hi Doug. Policies and Procedures are updated throughout the year, depending on HUD changes. The PHA does refer to the Public Housing Agency, which is EIRHA. The Commissioners that meet at the annual meeting will approve financials, review the audit, annual report and any other items that may need to be approved at that time. If the commissioners are elected to the board, they generally have more involvement in the policies and procedures, receiving programs reports, etc.

I hope that helps.

*Michelle Schnier*

Director of Housing and Support Services  
East Central Intergovernmental Association/Eastern Iowa Regional Housing Authority  
7600 Commerce Park  
Dubuque, IA 52002  
563-556-4166  
563-690-5730 (direct)  
563-556-0348 (fax)



June 19, 2020

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

Dear Mayor Wolken:

According to our records the individual(s) listed below have a term that will be or has expired on the Eastern Iowa Regional Housing Authority Board:

<u>Commissioner</u>	<u>Term Expiration</u>
Vacant	
Vacant	

The EIRHA by-laws state that each member city or county of EIRHA shall be represented by two commissioners. Therefore, the City Council or the Board of Supervisors should take action to reappoint/appoint commissioners to the EIRHA Board. These appointments can have open ended term end dates.

The Commissioners shall be appointees made by each city and county. We recommend that you appoint individuals who are interested in housing, do not have rental properties on our program, and who are willing to attend up to six board meetings per year in Dubuque.

Please complete and return the enclosed resolution and have the appointed commissioner(s) sign and return the "Oath of a Commissioner" form. Also enclosed is an information sheet that will need to be completed and returned.

Thank you for your time and cooperation regarding this matter. Should you have any questions, I can be reached at 563-556-4166 or 1-800-942-4648 or [mschnier@ecia.org](mailto:mschnier@ecia.org).

Sincerely,

A handwritten signature in cursive script that reads "Michelle Schnier".

Michelle Schnier  
Director of Housing and Support Services

Enc.

**, Housing Authority Commissioner  
Appointment**

(All appointees must be county or city residents)

<b>Terms:</b>	2 years or whatever time frame the County or City determines
<b>Meeting frequency:</b>	Commissioners meet one time per year at the annual meeting in November. At this meeting they caucus and elect the board members  Board members meet 6 times per year (Generally the third Thursday of the months of January, March, May, July, and September and the first Wednesday in November for the annual meeting)
<b>Meeting time and location:</b>	4:30 p.m. Dinner is served at no cost to the Commissioner/Board member ECIA Administrative Offices; 7600 Commerce Park; Dubuque, IA During COVID-19 Pandemic, all meetings are held via ZOOM.
<b>Requirements:</b>	None – they just cannot be landlords that are participating on the Section 8 HCV, MVP, TBRA or FYI-TPV programs as this would pose a conflict of interest.
<b>Special application form?</b>	No – the County or City would need to complete the resolution, oath of office and commissioner information forms
<b>Who selects appointees?</b>	Board of Supervisors or City Council
<b>Contact person:</b>	Michelle Schnier; Director of Housing and Support Services; 7600 Commerce Park Dubuque, IA 52002 563-556-4166 mschnier@ecia.org www.eirha.org
<b>Job description:</b>	The Commissioner/Board member provides for oversight of the PHA policies and procedures. The board is responsible for ensuring that PHA operations are undertaken in accordance with the Department of Housing and Urban Development laws and program requirements.

## Memo to File

Re: Determination that work performed at the intersection of N. Gill and W. 6<sup>th</sup> Street was "Maintenance" as opposed to an "Alteration"

Prepared by: Doug Herman, City Administrator

Date: September 30, 2020

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The City Council of the City of Monticello considered a project to fully reconstruct, change grades, replace infrastructure, and otherwise improve the intersection of N. Gill and W. 6<sup>th</sup> Street. The intersection had been disturbed as a result of water main breaks and valve replacements. Upon receipt of bids to perform the improvements the Council determined that the project was financially infeasible and based thereon determined that that best course of action was to merely patch those areas disturbed by the water main breaks / valve replacements.

Based upon the scope of the work to be performed the project was determined to fit within the definition of a Maintenance Project. (See IowaDOT Design Manual Chapter 23 – Sidewalks and Bicycle Facilities 12A-Sdiwalks)

**Maintenance:** Accessibility improvements are not required for work that is considered maintenance. Examples of work that would be considered maintenance include, but are not limited to, the following items:

- Minor Street Patching (less than 50% of the pedestrian street crossing area)
- Curb and Gutter Repair or patching outside the pedestrian street crossings.

When a maintenance project modifies a crosswalk, installation of curb ramps at the crosswalks is recommended, in none already exists. The other accessibility improvements of this section are also recommended, but not required with such projects.

After consideration of the various options to bring the pedestrian access route into compliance, it was determined that doing so was Technically Infeasible (Section 4) for a couple reasons. First, to bring it into full compliance the City would have needed to acquire additional right-of-way and/or easement. Second, and most notably, the Street Grades within the crosswalk currently exceed the pedestrian access route maximum cross slopes. The engineered reconstruction plans that would have brought about full ADA compliance were not pursued for the reasons noted above. Modifications to the street grades within the crosswalks to bring them into ADA compliance would have been a significant expansion of the maintenance project.

No federal funding or farm to market funds were used for this project.

This memo shall be maintained in the project file.



# Cornell Local Roads Program



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## When do you need to install ADA compliant curb ramps as part of a pavement resurfacing project?

The US Department of Justice (DOJ) and the Federal Highway Administration (FHWA) have released new guidance on when ADA compliance curb ramps must be installed as part of pavement resurfacing projects to meet the Americans with Disabilities Act (ADA). The ADA defines pavement treatments as either "Maintenance" (that do not require upgrading) or an "Alteration" (which do require upgrading). Note that if new sidewalks are being installed, they need to have ADA compliant curb ramps.



Image source: FHWA

### What pavement resurfacing treatment constitutes an alteration?

An alteration is work that is a *change that affects or could affect the usability of all or part of a building or facility*. [1] To eliminate confusion, the DOJ and FHWA met to produce a clear delineation of what pavement treatments are considered maintenance and what treatments are alterations, so highway agencies can know if they are required to incorporate curb ramps into a project. The table below shows which pavement treatments are considered maintenance versus an alteration. Any work listed in the alteration column must address ADA compliance **regardless** of who is paying for the project.

Table 1: Maintenance versus Alteration

Maintenance (ADA does not need to be addressed)	Alterations (ADA compliance must be addressed)
<ul style="list-style-type: none"> <li>• Surface Sealing</li> <li>• Chip Seals</li> <li>• Slurry Seals</li> <li>• Fog Seals</li> <li>• Scrub Sealing</li> <li>• Joint Crack Seals</li> <li>• Joint repairs</li> <li>• Dowel Bar Retrofit</li> <li>• Spot High-Friction Treatments</li> <li>• Diamond Grinding</li> <li>• Pavement Patching</li> </ul>	<ul style="list-style-type: none"> <li>• Open-graded Surface Course</li> <li>• Cape Seals</li> <li>• Mill &amp; Fill / Mill &amp; Overlay</li> <li>• Hot &amp; Cold In-Place Recycling</li> <li>• Microsurfacing/Thin Lift Overlay</li> <li>• Addition of New Layer of Asphalt</li> <li>• Asphalt and Concrete Rehabilitation and Reconstruction</li> <li>• New Construction</li> </ul>

### ADA Compliance Resources

NYS DOT's Highway Design Manual Chapter 18: Pedestrian Facility Design discusses when sidewalks are needed and the standard for ramps.

NYS DOT Standard Design Sheets for ADA Sidewalk Curb Ramp Details

Joint DOJ/FHWA Technical Assistance on when ADA Requires Curb Ramps to be Provided



## Technical Assistance

### Quick Answers

All Quick Answers

### Topics

- Asset Management
- Bridge/Culvert
- Communication
- Computer
- Drainage
- Environment
- Equipment
- Engineering & Surveying
- General Interest
- Human Resources
- Legal/Liability
- Management & Planning
- Road Construction
- Road Design
- Road Maintenance
- Safety-Highway
- Safety-Worker
- Traffic Control
- Winter Maintenance
- Work Zones

### Tech Tips

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Policies & Standards

MUTCD Update

Flagging Tutorial

Resources

# Accessible Sidewalk Requirements

## A. Introduction

SUDAS and Iowa DOT jointly developed this section based on the July 26, 2011 “Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way.” This section was developed in accordance with Federal regulations ([23 CFR 652](#) and [28 CFR 35](#)) and is the standard for use by all governmental entities in the State of Iowa. A local jurisdiction may elect to produce their own standards; however, these will require review and approval by FHWA and/or the United States Department of Justice.

Where sidewalks are provided, they must be constructed so they are accessible to all potential users, including those with disabilities. This section establishes the criteria necessary to make an element physically accessible to people with disabilities. This section also identifies what features need to be accessible and then provides the specific measurements, dimensions, and other technical information needed to make the feature accessible. The requirements of this section were developed based on the following documents:

1. **ADAAG:** The “Americans with Disabilities Act Accessibilities Guidelines” (ADAAG) was written by the US Access Board and adopted by the Department of Justice (DOJ) in 2010. This document includes a broad range of accessibility guidelines including businesses, restaurants, public facilities, public transportation, and sidewalks. These standards were originally adopted in 1991 and have been expanded and revised several times.
2. **PROWAG:** The July 26, 2011 “Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way” was written by the US Access Board and is also known as the Public Right-of-Way Accessibility Guidelines or PROWAG. PROWAG provides more specific information than the ADAAG for transportation facilities within the right-of-way including pedestrian access routes, signals, and parking facilities. The PROWAG requirements are currently in the development and adoption process and have not been officially adopted by the Department of Justice; however, the Federal Highway Administration has issued guidance that the draft version of the PROWAG “are currently recommended best practices, and can be considered the state of the practice that could be followed for areas not fully addressed” in the existing ADAAG requirements.

Due to the widespread acceptance of the PROWAG, and their pending adoption in the future, the standards of this chapter are based upon the PROWAG requirements. The designer is encouraged to reference the complete PROWAG document for additional information ([www.access-board.gov](http://www.access-board.gov)). References to the PROWAG in this section are shown in parentheses, e.g. (R302.7). Buildings and other structures not covered by PROWAG must comply with the applicable requirements of the ADAAG. For parks, recreational areas, and shared use paths, refer to other sections within this chapter.

## B. Transition Plan

The ADA law passed in 1990 required public entities with more than 50 total employees to develop a formal transition plan identifying the steps necessary to meet ADA accessibility requirements for all pedestrian access routes within their jurisdiction by upgrading all noncompliant features. Recognizing that it would be difficult to upgrade all facilities immediately, the law provided the opportunity to develop a transition plan for the implementation of these improvements. Covered entities had until 1992 to complete a transition plan. In addition, any local public agency that is a recipient of US DOT funds must have a transition plan. For those agencies that have not completed a transition plan, it is critical that this process be completed. Although the transition plan may cover a broader scope, this section will only cover requirements within the public right-of-way.

Key elements of a transition plan include the following:

- Identifying physical obstacles in the public agency's facilities that limit the accessibility of its programs or activities to individuals with disabilities
- A detailed description of the methods that will be used to make the facilities accessible
- A schedule for taking the steps necessary to upgrade pedestrian access in each year following the transition plan
- Identification of the individual responsible for implementation of the plan

The document: *ADA Transition Plans: A Guide to Best Management Practices* (NCHRP Project No. 20-7 (232)) provides guidance for the development and update of transition plans. The document also assists communities in prioritizing required improvements for accessibility.

Public entities not required to have a formal transition plan are required to address noncompliant pedestrian access routes.

## C. Definitions

**Accessible:** Facilities that comply with the requirements of this section.

**Alteration:** An alteration is a change that affects or could affect the usability of all or part of a building or facility. Alterations of streets, roadways, or highways include activities such as reconstruction, rehabilitation, resurfacing, widening, and projects of similar scale and effect.

**Alternate Pedestrian Access Route:** A route provided when a pedestrian circulation path is temporarily closed by construction, alterations, maintenance operations, or other conditions.

**Curb Line:** A line at the face of the curb that marks the transition between the curb and the gutter, street, or highway.

**Cross Slope:** The grade that is perpendicular to the direction of pedestrian travel.

**Crosswalk:** See pedestrian street crossing.

**Curb Ramp:** A ramp that cuts through or is built up to the curb. Curb ramps can be perpendicular, parallel, or a combination of parallel and perpendicular curb ramps.

**Detectable Warning:** Detectable warnings consist of small, truncated domes built in or applied to a walking surface that are detectable by cane or underfoot. On pedestrian access routes, detectable warning surfaces indicate the boundary between a pedestrian route and a vehicular route for pedestrians who are blind or have low vision.

**New Construction:** Construction of a roadway where an existing roadway does not currently exist.

**Pedestrian Access Route:** A continuous and unobstructed path of travel provided for pedestrians with disabilities within, or coinciding with, a pedestrian circulation path.

**Pedestrian Circulation Path:** A prepared exterior or interior surface provided for pedestrian travel in the public right-of-way.

**Pedestrian Street Crossing:** A marked or unmarked route, providing an accessible path to travel from one side of the street to the other. Pedestrian street crossings are a component of the pedestrian access route and/or the pedestrian circulation path.

**Running Slope:** The grade that is parallel to the direction of pedestrian travel.

**PROWAG:** The Public Right-of-way Accessibility Guidelines establish the criteria for providing a feature within the public right-of-way that is physically accessible to those with physical disabilities.

**Scope of the Project:** Work that can reasonably be completed within the limits of the project. This is not defined by the written project scope; however, it focuses on whether the alteration project presents an opportunity to design the altered element, space, or facility in an accessible manner.

**Structurally Impracticable:** Something that has little likelihood of being accomplished because of those rare circumstances when the unique characteristics of terrain prevent the incorporation of full and strict compliance with this section. Applies to new construction only.

**Technically Infeasible:** With respect to an alteration of an existing facility, something that has little likelihood of being accomplished because existing structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame; or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the requirements of this section. (2010 ADAAG 106.5)

**Turning Space:** An area at the top or bottom of a curb ramp, providing a space for pedestrians to stop, rest, or change direction.

## D. Applicability

- 1. New Construction:** Newly constructed facilities within the scope of the project shall be made accessible to persons with disabilities, except when a public agency can demonstrate it is structurally impracticable to provide full compliance with the requirements of this section. Structural impracticability is limited to only those rare situations when the unique characteristics of terrain make it physically impossible to construct facilities that are fully compliant. If full compliance with this section is structurally impracticable, compliance is required to the extent that it is not structurally impracticable. [2010 ADAAG 28 CFR 35.151(a)]
- 2. Alterations:** Whenever alterations are made to the pedestrian circulation path, the pedestrian access route shall be made accessible to the maximum extent feasible within the scope of the project. If full compliance with this section is technically infeasible, compliance is required to the extent that it is not technically infeasible. [2010 ADAAG 28 CFR 35.151(b)] Alterations shall not gap pedestrian circulation paths in order to avoid ADA compliance.



Resurfacing is an alteration that triggers the requirement for curb ramps if it involves work on a street or roadway spanning from one intersection to another. Examples include, but are not limited to, the following treatments or their equivalents:

- New layer of surface material (asphalt or concrete, including mill and fill)
- Reconstruction
- Concrete pavement rehabilitation and reconstruction
- Open-graded surface course
- Microsurfacing and thin lift overlays
- Cape seals (slurry seal or microsurfacing over a new chip seal)
- In-place asphalt recycling

[DOJ/U.S. DOT Glossary of Terms and DOJ/U.S. DOT Technical Assistance; June 28, 2013]

Where elements are altered or added to existing facilities, but the pedestrian circulation path is not altered, the pedestrian circulation path is not required to be modified (R202.1). However, features that are added shall be made accessible to maximum extent feasible. The following are examples of added features:

- Installation of a traffic sign does not require sidewalk improvements; however, the sign cannot violate the protruding objects requirements.
- Installation of a traffic or pedestrian signal does not require sidewalk improvements; however, the signal must be accessible.
- Installation of a bench adjacent to the pedestrian access route would not require sidewalk improvements, but the bench cannot be placed in a manner that would reduce the sidewalk width below the minimum requirement.

**3. Maintenance:** Accessibility improvements are not required for work that is considered maintenance. Examples of work that would be considered maintenance include, but are not limited to, the following items

- Painting pavement markings, excluding parking stall delineations
- Crack filling and sealing
- Surface sealing
- Chip seals
- Slurry seals
- Fog seals
- Scrub sealing
- Joint crack seals
- Joint repairs
- Dowel bar retrofit
- Spot high-friction treatments
- Diamond grinding
- Minor street patching (less than 50% of the pedestrian street crossing area)
- Curb and gutter repair or patching outside the pedestrian street crossing
- Minor sidewalk repair that does not include the turning space and curb ramps
- Filling potholes

If a project involves work not included in the list above, or is a combination of several maintenance items occurring at or near the same time, the agency administering the project is responsible for determining if the project should be considered maintenance or an alteration. If either of these two situations is determined to be maintenance, the agency administering the project must document the reasons for this determination. If the project is defined as maintenance, federal funding and Farm-to-Market funds cannot be used.

When a maintenance project modifies a crosswalk, installation of curb ramps at the crosswalks is recommended, if none already exists. The other accessibility improvements of this section are also recommended, but not required with such projects.

4. **Technical Infeasibility:** Examples of existing physical or site constraints that may make it technically infeasible to make an altered facility fully compliant include, but are not limited to, the following:
    - Right-of-way availability. Right-of-way acquisition in order to achieve full compliance is not mandatory, however, it should be considered. Improvements may be limited to the maximum extent practicable within the existing right-of-way.
    - Underground structures that cannot be moved without significantly expanding the project scope.
    - Adjacent developed facilities, including buildings that would have to be removed or relocated to achieve accessibility.
    - Drainage cannot be maintained if the feature is made accessible.
    - Notable natural or historic features that would have to be altered in a way that lessens their aesthetic or historic value.
    - Underlying terrain that would require a significant expansion of the project scope to achieve accessibility.
    - Street grades within the crosswalk exceed the pedestrian access route maximum cross slopes, provided an engineering analysis has concluded that it cannot be done without significantly expanding the project scope (for example, changing from resurfacing an intersection to reconstructing that intersection).
  5. **Safety Issues:** When accessibility requirements would cause safety issues, compliance is required to the maximum extent practicable.
  6. **Documenting Exceptions:** If the project cannot fully meet accessibility requirements because the accessibility improvements are structurally impracticable, technically infeasible, or safety issues, a document should be developed to describe how the existing physical or site constraints or safety issues limit the extent to which the facilities can be made compliant. This document should identify the specific locations that cannot be made fully compliant and provide specific reasons why full compliance cannot be achieved. It is recommended that this document be retained in the project file. For local agency projects administered through Iowa DOT, an "Accessibility Exceptions Certification" ([Form 517118](#)) with supporting documentation shall be signed by a registered professional engineer or landscape architect licensed in the State of Iowa and submitted to the Iowa DOT administering office. The certification shall be as prescribed by Iowa DOT [Local Systems I.M. 1.080](#). For Iowa DOT projects, contact the Office of Design, Methods Section.
- Note:** Documenting exceptions does not remove an agency's responsibility to consider making accessibility improvements the next time the facility is altered because physical or site constraints and safety issues may change over time. The determination of exceptions and corresponding documentation needs to be made each time a facility is altered, based on the existing conditions and the scope of the proposed project.
7. **Reduction in Access:** Regardless of whether the additions or alterations involve the modification of the existing pedestrian circulation path, the resulting work cannot have the result of reducing the existing level of accessibility below the minimum requirements. For example, the installation of a bench cannot have the effect of reducing the width of the pedestrian access route to 3 feet (4 feet is the minimum). Likewise, the construction of an overlay cannot result in a street cross slope of more than 5%, nor have a lip at the curb ramp that exceeds 1/2 inch.

Pedestrian facilities may be removed if they are being re-routed for safety reasons, or terminated because they do not connect to a destination or another pedestrian circulation path.

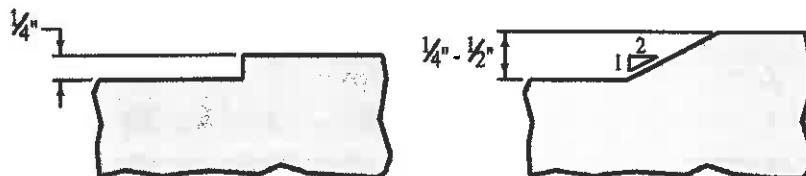
8. **Addition of Pedestrian Facilities:** If a sidewalk exists on both sides of the street, curb ramps shall be installed on both sides when the street is altered. PROWAG does not require construction of pedestrian facilities where none currently exists, although the jurisdiction's transition plan may require them.
9. **Utility Construction:** If the pedestrian circulation path is disturbed during utility construction, the requirements of this section and Section 12A-4 shall apply.

## E. Standards for Accessibility

The following section summarizes the design standards for the elements of an accessible pedestrian access route. The minimum and maximum values stated are taken from the PROWAG. Target values are also provided. Designing features to the target values, rather than the allowable maximum or minimum, allows for appropriate construction tolerances and field adjustment during construction while maintaining compliance with the PROWAG standards.

1. **General Requirements:** These requirements apply to all parts of the pedestrian access route.
  - a. **Surfacing:** PROWAG requires all surfaces to be firm, stable, and slip resistant (R302.7). All permanent pedestrian access routes, with the exception of some Type 2 shared use paths (see Section 12B-2), shall be paved. When crossing granular surfaced facilities, consider paving wider than the pedestrian access route; see the shared use path section.
  - b. **Vertical Alignment:** Vertical alignment (smoothness) shall be generally planar within the pedestrian access routes (R302.7.1). Although no definition for generally planar is provided, the Advisory statement for R302.7.1 indicates surfaces must be smooth and chosen for easy rollability and minimizing vibration for users of wheelchairs, scooters, and walkers. Surfaces that are heavily textured, rough, or chamfered and paving systems consisting of individual units that cannot be laid in plane should be reserved for borders and decorative accents located outside of and only occasionally crossing the pedestrian access route. Research has shown that bricks/pavers with no or narrow chamfers and narrow joint spacing between pavers can minimize vibration for all users. Bricks/pavers with sand bedding on natural soil should not be used in pedestrian access routes due to maintenance problems.
  - c. **Changes in Level:** Changes in level, including bumps, utility castings, expansion joints, etc. shall be a maximum of 1/4 inch without a bevel or up to 1/2 inch with a 2:1 bevel. Where a bevel is provided, the entire vertical surface of the discontinuity shall be beveled (R302.7.2).

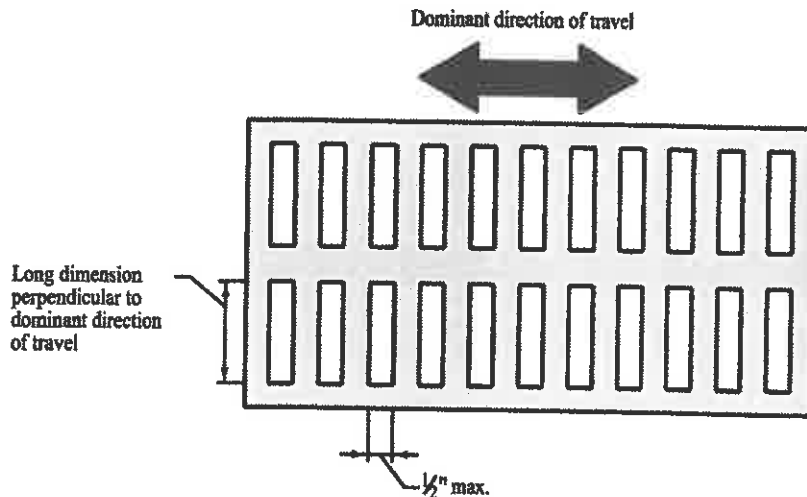
**Figure 12A-2.01: Vertical Surface Discontinuities**



- d. **Horizontal Openings:** Horizontal openings shall not allow passage of a sphere more than 1/2 inch in diameter. Elongated openings in grates shall be placed so the long dimension is perpendicular to the dominant direction of travel. The use of grates within the pedestrian access route is discouraged; however, where necessary, the grate should be located outside of curb ramp runs, turning spaces, and gutter areas if possible. (R302.7.3)

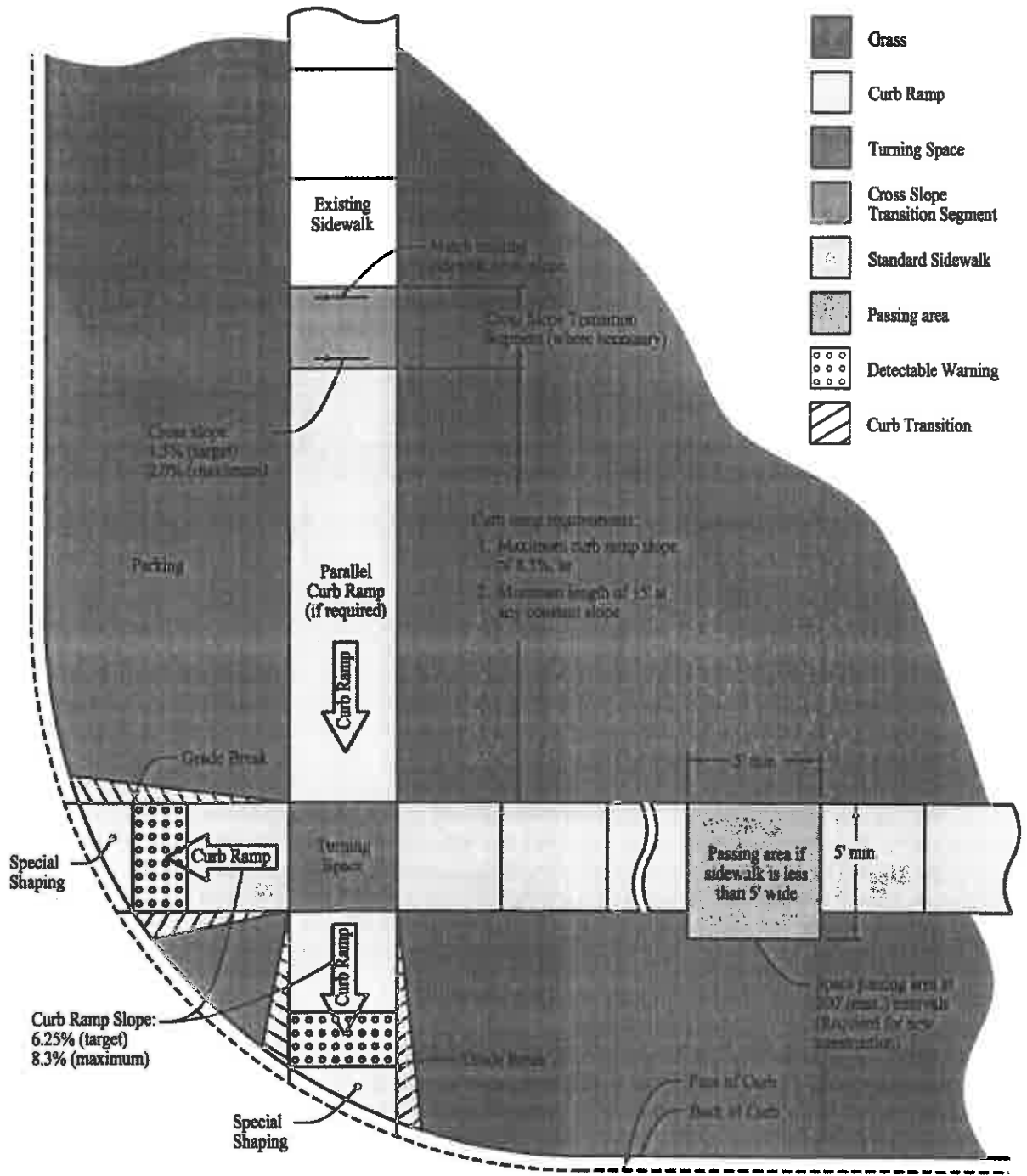
It should be noted that none of the standard SUDAS/Iowa DOT intake grates meet the requirements for use within a pedestrian access route; therefore, a special design is required.

Figure 12A-2.02: Horizontal Openings



2. **Standard Sidewalk:** Sidewalks solely serving private residences are not required to follow these requirements.
- Cross Slope:** The maximum cross slope is 2.0% with a target value of 1.5% (R302.6).
  - Running Slope:** Sidewalks with a running slope of 5% or less are acceptable. However, where the sidewalk is contained within the street right-of-way, the grade of the sidewalk shall not exceed the general grade of the adjacent street (R302.5). For design, consider the general grade of the adjacent street to be within approximately 2% of the profile grade of the street.
  - Width:** The minimum width of the pedestrian access route is 4 feet. Five foot sidewalks are encouraged and may be required by the Jurisdiction. Iowa DOT will design 5 foot sidewalks unless otherwise requested. (R302.3)
  - Passing Spaces:** Where the clear width of the pedestrian access route is less than 5 feet, passing spaces are required at maximum intervals of 200 feet. The passing space shall be 5 foot minimum by 5 foot minimum. Passing spaces may overlap with the pedestrian access route. (R302.4). Driveways may be used as passing spaces, as long as the 2.0% maximum cross slope is not exceeded.

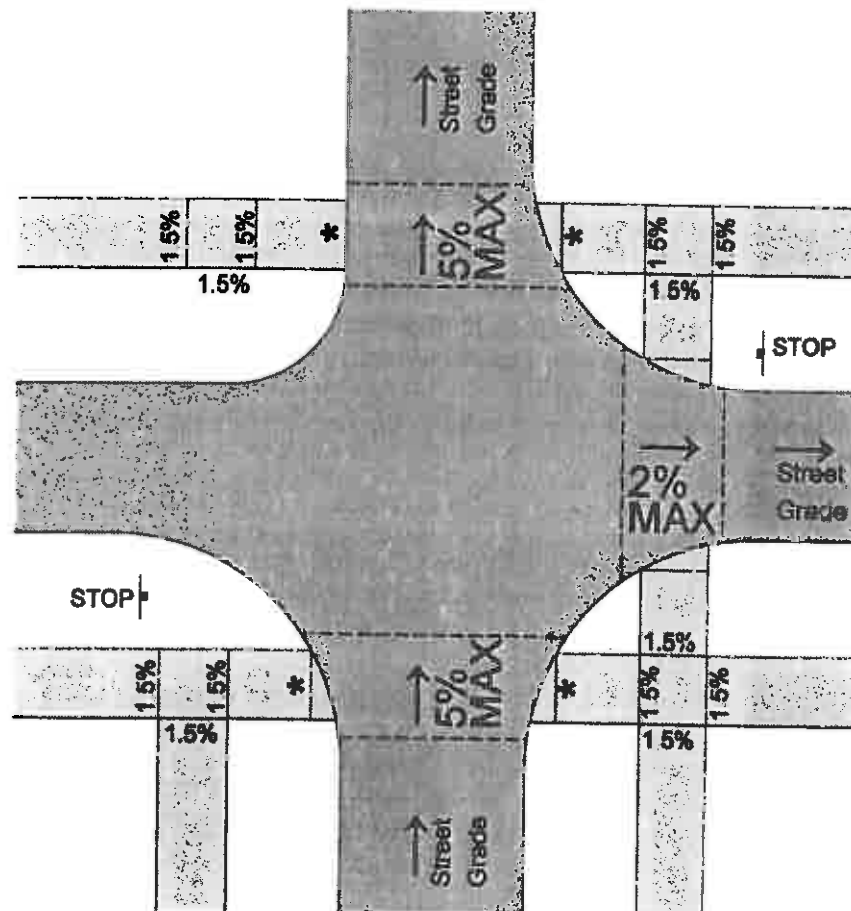
Figure 12A-2.03: Standard Sidewalk and Curb Ramp Elements



### 3. Pedestrian Street Crossings:

- a. **Cross Slope:** The longitudinal grade of a street becomes the cross slope for a pedestrian street crossing. PROWAG has maximum limits for the cross slope of pedestrian street crossings, which vary depending on the location of the crossing and the type of vehicular traffic control at the crossing. These requirements, in effect, limit the longitudinal grade of a street, or require a “tabled crosswalk” at the intersection. (R302.6)
- 1) **Intersection Legs with Stop or Yield Control:** For pedestrian street crossings across an intersection leg with full stop or yield control (stop sign or yield sign), the maximum cross slope is 2.0% (maximum 2.0% street grade through the crossing).
  - 2) **Intersection Legs without Stop or Yield Control:** For pedestrian street crossings across an intersection leg where vehicles may proceed without slowing or stopping (uncontrolled or signalized), the maximum cross slope of the pedestrian street crossing is 5.0% (maximum 5.0% street grade through the crossing).
  - 3) **Midblock Pedestrian Street Crossings:** At midblock crossings, the cross slope of the pedestrian street crossing is allowed to equal the street grade.

Figure 12A-2.04: Example Street Intersection

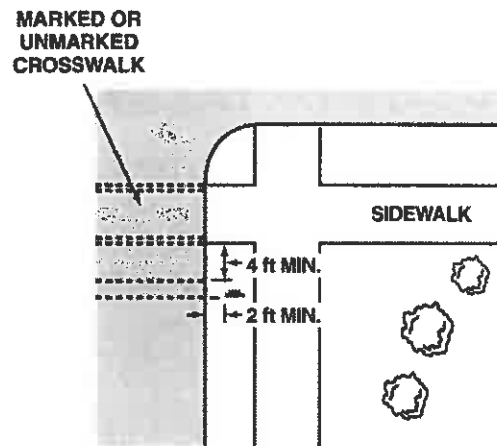


\* Match pedestrian street crossing cross slope or flatter

- b. **Running Slope:** The running slope of the pedestrian street crossing is limited to a maximum of 5.0% (maximum street cross slope or superelevation of 5.0%) (R302.5.1).

- c. **Location:** Driver anticipation and awareness of pedestrians increases as one moves closer to the intersection. Therefore, curb ramps and pedestrian street crossings should be located as close to the edge of the adjacent traveled lane as practical. Where a stop sign or yield sign is provided, MUTCD requires the pedestrian street crossing, whether marked or unmarked, be located a minimum of 4 feet from the sign, between the sign and the intersection. It is recommended stop and yield signs be located no greater than 30 feet from the edge of the intersecting roadway; however, MUTCD allows up to 50 feet. Consult MUTCD for placement of curb ramps and pedestrian street crossings at signalized intersections.

**Figure 12A-2.05: Pedestrian Street Crossing Location**



Source: MUTCD, FHWA

- d. **Medians and Pedestrian Refuge Islands:** Medians and pedestrian refuge islands in pedestrian street crossings shall be cut through level with the street or complying with the curb ramp requirements. The clear width of pedestrian access routes within medians and pedestrian refuge islands shall be 5.0 feet minimum (R302.3.1). If a raised median is not wider than 6 feet, it is recommended the nose not be placed in the pedestrian street crossing.

#### 4. Curb Ramps:

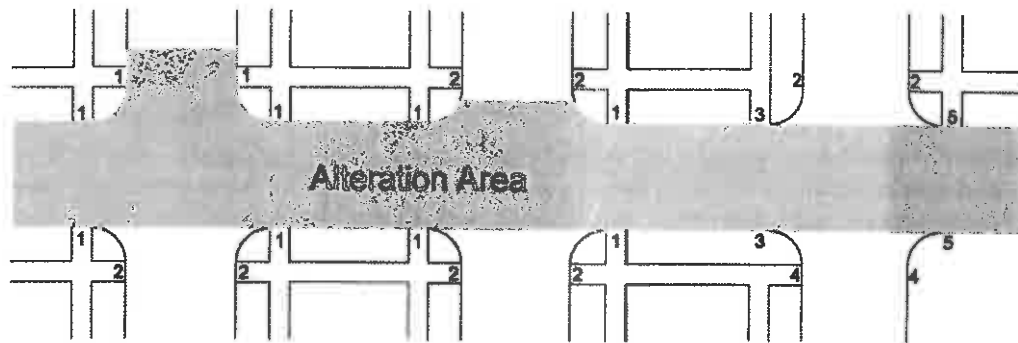
- a. **General:** There are two types of curb ramps: perpendicular and parallel. Perpendicular curb ramps are generally perpendicular to the traffic they are crossing with the turning space at the top. Parallel curb ramps have the turning space at the bottom. Parallel curb ramps may be used where the sidewalk begins at or near the back of curb and there is little or no room between the sidewalk and curb for a perpendicular curb ramp.

A separate curb ramp is required at each pedestrian street crossing for new construction. Parallel ramps with a large turning space, as shown in Figure 12A-2.08, are allowed. For alterations, follow the new construction requirements if possible; however, a single diagonal curb ramp is allowed but not recommended where existing constraints prevent two curb ramps from being installed.

For transitions into and out of driveways, curb ramp requirements may be used.

For curb ramps within and near an alteration area, see Figure 12A-2.06.

Figure 12A-2.06: Curb Ramps for Alterations



1. Required.
2. Strongly recommended.
3. Required due to barriers in the path of travel between the sidewalk on one side of the street to the sidewalk on the other side of the street.
4. Recommended, but not required because it is outside the alteration area. Consider based on pedestrian usage, safety, and land development.
5. Install both sides or remove the existing one, based on pedestrian usage, safety, and land development.

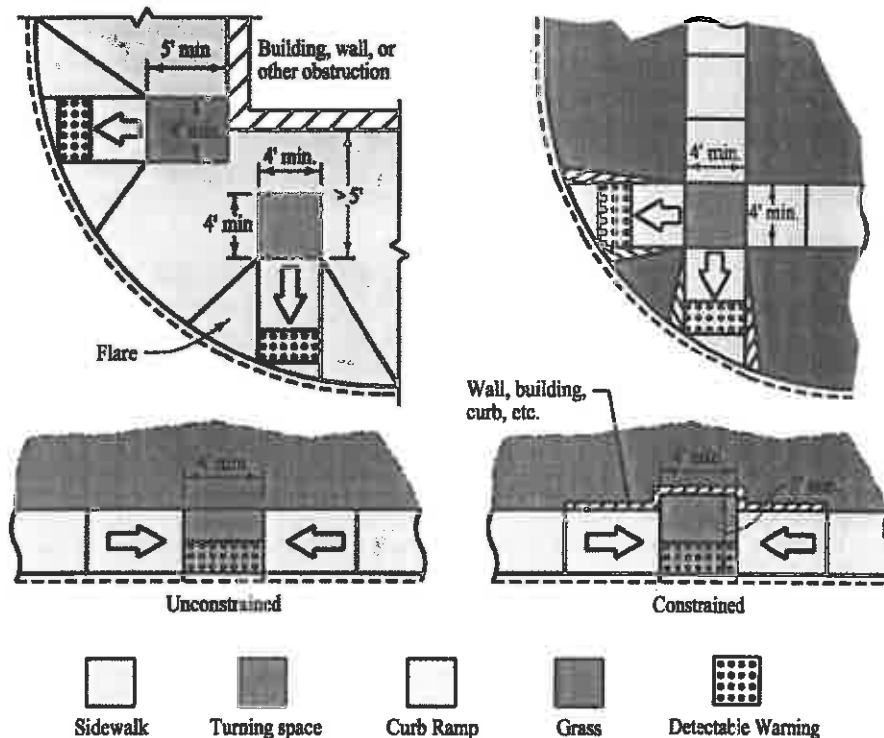
**b. Technical Requirements:**

- 1) **Cross Slope:** The maximum cross slope is 2.0% with a target value of 1.5%; however, for intersection legs that do not have full stop or yield control (i.e. uncontrolled or signalized) and at mid-block crossings, the curb ramp cross slope is allowed to match the cross slope in the pedestrian street crossing section. See “pedestrian street crossings” for additional details. (R304.5.3)
- 2) **Running Slope:** Provide curb ramps with a target running slope of 6.25% and a maximum slope of 8.3%; however, curb ramps are not required to be longer than 15 feet, regardless of the resulting slope. (R304.2.2 and R304.3.2)
- 3) **Width:** The minimum width of a curb ramp is 4 feet, excluding curbs and flares. If the sidewalk facility is wider than 4 feet, the target value for the curb ramp is equal to the width of the sidewalk. (R304.5.1)
- 4) **Grade Breaks:** Grade breaks at the top and bottom of curb ramps must be perpendicular to the direction of the curb ramp run. Grade breaks are not allowed on the surface of curb ramp runs and turning spaces. (R304.5.2)
- 5) **Flared Sides:** For perpendicular curb ramps on Class A sidewalks, or configurations where the pedestrian circulation path crosses the curb ramp, PROWAG requires the flares along the sides of the curb ramp to be constructed at 10% or flatter. (R304.2.3) This allows pedestrians to approach the curb ramp from the side and prevents a tripping hazard. It is recommended to design these flares at a slope between 8% and 10%, which will clearly define the curb ramp from the sidewalk.
- 6) **Clear Space:** At the bottom of perpendicular curb ramps, a minimum 4 foot by 4 foot area must be provided within the width of the pedestrian street crossing, but wholly outside of the parallel vehicle travel lanes. (R304.5.5)
- 7) **Turning Space:** Turning spaces allow users to stop, rest, and change direction on the top or bottom of a curb ramp (R304.2.1 and R304.3.1).
  - a) **Placement:** A turning space is required at the top of perpendicular curb ramps and at the bottom of parallel curb ramps.
  - b) **Slope:** The maximum cross slope and running slope is 2.0% with a target value of 1.5% (R304.2.2 and R304.3.2). When turning spaces are at the back of curb, cross slopes may be increased to match allowable values in the pedestrian street crossing section (R304.5.3).



- c) **Size:** The turning space shall be a minimum of 4 feet by 4 feet. Where the turning space is constrained on one or more sides, provide 5 feet in the direction of the pedestrian street crossing.
- 8) **Special Shaping Area:** Transition area between the back of curb and the grade break. The longest side cannot exceed 5 feet.

Figure 12A-2.07: Curb Ramp Turning Spaces

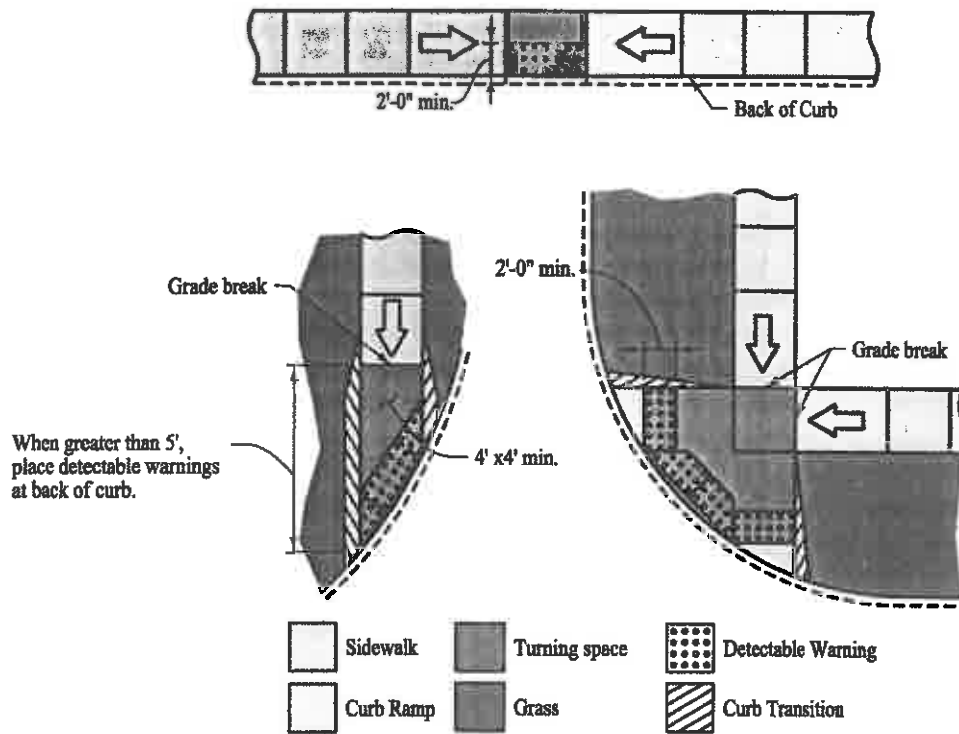


c. **Curb Ramp Design Considerations:**

- 1) **Combination Curb Ramps:** For many intersection configurations, a perpendicular curb ramp will not provide enough length to establish the top turning space at the sidewalk elevation; in these situations, a parallel curb ramp is often required to transition from the turning space up to the sidewalk elevation. The use of a perpendicular curb ramp from the curb to the turning space in conjunction with a parallel curb ramp between the turning space and the sidewalk elevation is referred to as a combination curb ramp. When transitioning from a turning space to sidewalk elevation on a steep street, it is not necessary to chase the grade. As noted in the technical requirements above, a parallel curb ramp is not required to exceed 15 feet in length, regardless of the resulting curb ramp slope. In practice, the parallel curb ramp should be extended to the next joint beyond 15 feet.
- 2) **Cross Slope Transition Segment:** When connecting to existing construction that is out of cross slope compliance, the cross slope transition should be completed beyond the parallel curb ramp or turning space; this recommendation eliminates the need to list this curb ramp in the transition plan. It is recommended this cross slope transition take place at 1% per foot or less. Typically, this can be accomplished in a single panel.
- 3) **Parking Slope:** In situations where the length of the perpendicular curb ramp is insufficient to bring the turning space up to sidewalk elevation, consider lowering the sidewalk and flattening the parking slope.

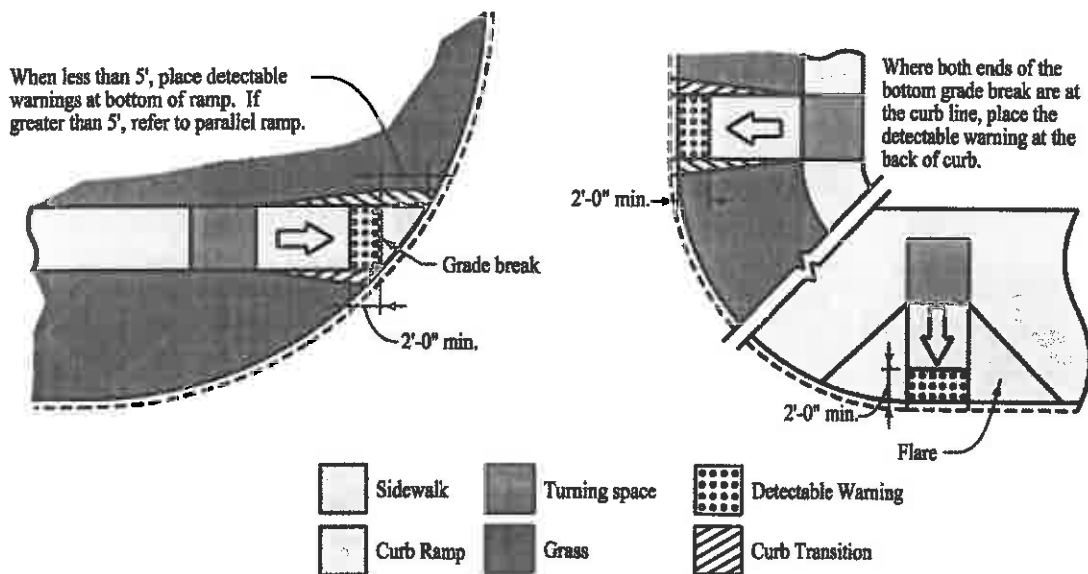
5. **Blended Transitions:** A blended transition is allowed but not recommended. Design and constructability is difficult to meet compliance requirements. In lieu of a blended transition, a curb ramp or standard sidewalk should be used.
6. **Detectable Warnings:**
  - a. **General:** Detectable warning surfaces are detected underfoot or with a cane by blind and low vision individuals. The warnings indicate the location of the back of curb. Detectable warnings also provide a visual queue to pedestrians with low vision and aid in locating the curb ramp across the street. For these reasons, the detectable warning shall contrast visually (light on dark or dark on light) from the surrounding paved surfaces (R305.1.3).
  - b. **Location:** Detectable warnings shall be installed at all pedestrian street crossings and at-grade rail crossings (R208.1). Detectable warning surfaces should not be provided at crossings of residential driveways since the pedestrian right-of-way continues across the driveway. Where commercial driveways are provided with yield control, stop control, or traffic signals at the pedestrian access route, detectable warnings should be installed at the junction between the pedestrian access route and the driveway (Advisory R208.1).
  - c. **Size:** Detectable warning surfaces shall extend a minimum of 2 feet in the direction of pedestrian travel and extend the full width of the curb ramp or pedestrian access route (R305.1.4).
  - d. **Dome Orientation:** On curb ramps, the rows of truncated domes should be aligned perpendicular to the grade break so pedestrians in wheelchairs can track their wheels between the domes. On surfaces less than 5% slope, dome orientation is less critical.
  - e. **Parallel Curb Ramps:** On parallel curb ramps, detectable warning shall be placed on the turning space at the back of curb (R305.2.2).

Figure 12A-2.08: Detectable Warnings on Parallel Curb Ramps



- f. **Perpendicular Curb Ramps:** Placement of detectable warning varies based upon location of grade break as shown in Figure 12A-2.09.

Figure 12A-2.09: Detectable Warnings on Perpendicular Curb Ramps



- g. Refuge Islands:** Where refuge islands are 6 feet wide or greater from back of curb to back of curb, detectable warning shall be placed at the edges of the pedestrian island and separated by a minimum 2 foot strip without detectable warnings. Where the refuge island is less than 6 feet wide, a 2 foot strip without detectable warnings cannot be installed. In these situations, detectable warnings shall not be installed at the island and the pedestrian signal must be timed for full crossing. (R208.1 and R208.2)
- h. Rural Cross-section:** Detectable warnings should be placed similar to urban layouts, except at the edge of shoulder instead of the back of curb.

## F. Bus Stop

- 1. Bus Stop Pads:** New and altered bus stop pads shall meet the following criteria.

  - Provide a firm, stable, and slip resistant surface (R308.1.3.1).
  - Provide a minimum clear length of 8 feet (measured from the curb or roadway edge) and minimum clear width of 5 feet (measured parallel to the roadway) (R308.1.1.1).
  - Connect the pad to streets, sidewalks, or pedestrian circulation paths with at least one accessible route (R308.1.3.2).
  - The slope of the pad parallel to the roadway will be the same as the roadway to the maximum extent practicable (R308.1.1.2).
  - Provide a desirable cross slope of 1.5% up to a maximum cross slope of 2.0% perpendicular to the roadway (R308.1.1.2).
- 2. Bus Shelters:** Where new or replaced bus shelters are provided, install or position them to allow a wheelchair user to enter from the public way. An accessible route shall be provided from the shelter to the boarding area. (R308.2)

## G. Accessible Pedestrian Signals

An accessible pedestrian signal is an integrated device that communicates information about the WALK and DON'T WALK intervals at signalized intersections in a non-visual format (i.e. audible tones and vibrotactile surfaces) to pedestrians who have visual disabilities. Consistency throughout the pedestrian system is very important. Contact the Jurisdictional Engineer regarding the standards and equipment types that should be incorporated into the design of the accessible pedestrian system. Where new or altered pedestrian signals and pushbuttons are provided they shall comply with MUTCD 4E.08 through 4E.13. Operable parts shall comply with R403. (R209.1)

- 1. New Pedestrian Signals:** Each new traffic signal project location should be evaluated to determine the need for accessible pedestrian signals. An engineering study should be completed that determines the needs for pedestrians with visual disabilities to safely cross the street (MUTCD 4E.09). The study should consider the following factors:

  - Potential demand for accessible pedestrian signals
  - Requests for accessible pedestrian signals by individuals with visual disabilities
  - Traffic volumes when pedestrians are present, including low volumes or high right turn on red volumes
  - The complexity of the signal phasing, such as split phasing, protected turn phases, leading pedestrian intervals, and exclusive pedestrian phases
  - The complexity of the intersection geometry

If a pedestrian accessible signal is warranted, audible tones and vibrotactile surfaces should be included. Pedestrian push buttons should have locator tones for the visually impaired individual to be able to access the signal.

2. **Existing Pedestrian Signals:** Excluding routine maintenance or repairs due to accidental damage, when the existing pedestrian signal controller and software are altered, or the pedestrian signal head is replaced, the pedestrian signals shall include accessible pedestrian signals and pushbuttons. (R209.2)

If pedestrian signals are non-compliant, upgrades are recommended but not required when alterations are being made to the pedestrian circulation path.

## H. On-Street Parking

- When on-street parking is marked or metered, provide accessible parking spaces according to Table 12A-2.01 (R214 and R309.1).

**Table 12A-2.01 On-Street Accessible Parking Spaces**

Total Number of Marked or Metered Parking Spaces on the Block Perimeter	Minimum Required Number of Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 and over	4% of total

- Identify accessible parking spaces by displaying signs with the International Symbol of Accessibility (R411).
- Comply with R403 Operable Parts for parking meters and pay stations that serve accessible parking spaces.
- Locate accessible parking spaces where the street has the least crown and grade (R309.1).
- Accessible parking spaces located at the end of the block can be served by the curb ramps or blended transitions at the pedestrian street crossing (R309.4).
- Keep sidewalks adjacent to parallel accessible parking spaces free of signs, street furniture, and other obstructions. Locate curb ramps or blended transitions so the van side-lift or ramp can be deployed to the sidewalk (R309.2)
- At parallel accessible parking spaces, locate parking meters at the head or foot of the parking space (R309.5.1). Ensure information is visible from a point located 3.3 feet maximum above the center of the clear space in front of the parking meter or parking pay station (R309.5.2).
- For areas where the sidewalk width or available right of way exceeds 14 feet, provide an access aisle 5 feet wide at street level the full length of the parallel parking space and connect it to a pedestrian access route (R309.2.1). When an access aisle is not provided due to the sidewalk or right-of-way not exceeding 14 feet, locate the accessible parallel parking space at the end of the block face (R309.2.2)
- Provide an 8 feet wide access aisle the full length of the parking space for perpendicular or angled accessible parking spaces. Two accessible parking spaces are allowed to share a common access aisle (R309.3).
- For perpendicular or angled spaces, connect the access aisle to the pedestrian access route with a curb ramp. Do not locate curb ramps within the access aisle (R309.4).

Re: Press Release Doug Herman Resignation

Date: 10/05/2020

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Monticello City Administrator Doug Herman formally announced his resignation from the position of Monticello City Administrator at the Monday October 5, 2020 City Council meeting. Herman became Monticello's City Administrator in June, 2006 after practicing as an attorney in Monticello for twelve years. Herman announced that he was resigning his position to return to private practice and that he would be joining the Cedar Rapids law firm of Lynch Dallas, P.C., an AV-rated general practice firm with a heavy emphasis on municipal and government services. Herman intends to focus his practice in the area of Municipal and Government Services but will not limit his practice to those areas. Herman intends to continue as City Administrator through Friday December 4<sup>th</sup> to help create a smooth transition and with the blessing of the Council will continue as the primary point of contact with Lynch Dallas, the current Monticello City Attorney. Herman also announced his plan to have office hours in Monticello, commencing sometime after the 1<sup>st</sup> of the year. Herman thanked the Council, staff, and community for allowing him to serve the community over the last 14 years.