

City of Monticello, Iowa

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Posted on July 2, 2021 at 5:00 p.m.

Monticello City Council Meeting July 6, 2021 @ 6:00 p.m.

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

Mayor:	Brian Wolken	Staff:	
City Council:		City Administrator:	Russell Farnum
At Large:	Dave Goedken	City Clerk/Treas.:	Sally Hinrichsen
At Large:	Brenda Hanken	Police Chief:	Britt Smith
Ward #1:	Scott Brighton	City Engineer:	Patrick Schwickerath
Ward #2:	Candy Langerman	Public Works Dir.:	Nick Kahler
Ward #3:	Chris Lux	Water/Wastewater Sup.:	Jim Tjaden
Ward #4:	Tom Yeoman	Park & Rec Director:	Jacob Oswald
		Library Director:	Michelle Turnis

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

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

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

Approval of Council Mtg. Minutes	June	21, 2021
Approval of Payroll	July	1, 2021
Approval of Bill List		

Resolutions:

1. **Resolution** Approving Grant Agreement between the City of Monticello and the Iowa Economic Development Authority, Iowa Center for Rural Revitalization, Rural Innovation Grant Agreement
2. **Resolution** to approve purchase of Pickup Truck for Public Works Department

Ordinances:

3. **Ordinance** Amending the Code of Ordinances of the City of Monticello, Iowa, by amending Provisions Pertaining to "Signage Regulations" related to Nonconforming Signs (tabled at June 21st meeting)

4. **Ordinance** Amending the Code of Ordinances of the City of Monticello, Iowa, by amending Provisions Pertaining to “Floodplain Management”
5. **Ordinance** Amending the Code of Ordinances of the City of Monticello, Iowa, by amending Provisions Pertaining to “Liquor Licenses and Wine and Beer Permits” related to “Prohibited Sales and Acts”
6. **Ordinance** Amending the Code of Ordinances of the City of Monticello, Iowa, by Amending Provisions Pertaining to “Water Service System” related to “Rates For Service”
7. **Ordinance** Amending the Code of Ordinances of the City of Monticello, Iowa, by Amending Provisions Pertaining to “Sewer Service Charges”, Related to “Sewer Service Charges Required”
8. **Ordinance** Amending the Code of Ordinances of the City of Monticello, Iowa, by Amending Provisions Pertaining to “Storm Water Drainage Utility”, Related to “Rates”

Reports / Potential Actions:

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

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

Meeting Instructions for the Public

Due to the Covid-19 Virus the public will be admitted into this meeting with limited seating.

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

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

Topic: July 6, 2021 Council Meeting

Time: Jul 6, 2021 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82302523456>

Meeting ID: 823 0252 3456

One tap mobile

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Meeting ID: 823 0252 3456

Find your local number: <https://us02web.zoom.us/j/82302523456>

Regular Council Meeting
June 21, 2021 – 6:00 P.M.
Community Media Center

Mayor Brian Wolken called the meeting to order. Council present: Dave Goedken, Candy Langerman and Chris Lux were in person and Scott Brighton joined electronically. Council members Tom Yeoman and Brenda Hanken were absent. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Police Chief Britt Smith, Public Works Director Nick Kahler, Water/ Wastewater Superintendent Jim Tjaden, Park & Rec Director Jacob Oswald and Library Director Michelle Turnis. 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.

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

Lux moved to approve the consent agenda, Langerman seconded. Goedken stated he was not going to vote in favor of the consent agenda, as he is not on board with the Park Department hiring of part time staff for programming and paying the staff member out of swimming pool. Hinrichsen advised if Goedken votes no, the bills would not be paid until next meeting. Goedken moved to amend the motion to approve the consent agenda with removal of payroll list to be discussed separately. Langerman seconded. Roll call unanimous. Lux moved to approve the consent agenda, as amended with the removal of the June 17, 2021 payroll list. Langerman seconded. Roll call unanimous.

Goedken voiced his concerns on the Park Department hiring of part time staff for programming and paying the staff member out of swimming pool. Oswald explained the reason the staff was being paid from pool and effective July 1st they will be paid from Berndes Center. Goedken also voiced concerns on Oswald helping the Public Works Department and felt he should be working on programming for the Rec Department. Brighton stated he likes having Oswald out working and interacting the public and not sitting in his office all day. Wolken stated he likes that all departments work together to get jobs done. Lux moved to approve the June 17, 2021 payroll list. Langerman seconded. Roll call unanimous.

Mayor Wolken opened the public hearing on the proposed Development Agreement between the City of Monticello and McMATT Properties. Staff received no written comments and there were no oral comments. Mayor Wolken closed the hearing on the proposed Development Agreement between the City of Monticello and McMATT Properties. Goedken moved to approve Resolution #2021-68 approving McMATT Properties Development Agreement. Langerman seconded. Roll call unanimous.

Mayor Wolken opened the public hearing on the proposed Amendments to Monticello Urban Renewal Plan to include McMATT Properties Project. Staff received no written

comments and there were no oral comments. Mayor Wolken closed the hearing on the proposed Amendments to Monticello Urban Renewal Plan to include McMATT Properties Project. Langerman moved to approve Resolution #2021-69 Approving Proposed Amendments to Monticello Urban Renewal Plan to include McMATT Properties Project. Lux seconded. Roll call unanimous.

Langerman moved to approve Resolution #2021-70 Approving amendment to the three-year Mowing contract between Steve and Lisa Monk, independent contractors, under the same terms and conditions as set forth within the "Mowing Service Agreement". Goedken seconded. Roll call unanimous. Term of Contract is from January 1, 2021 to December 31, 2023, with a clause of automatic renewal at end of contract. Brighton would like to see the mowing re-bid and the end of the contract.

Farnum reported a streetlight is attached to a wooden pole on the SW corner at the intersection of East Second Street and North Sycamore Street. Directly across the street is a new light pole that was up in with the North Sycamore Street reconstruction project. City pays Alliant rent on the light that is attached to the pole. Langerman moved to approve Resolution #2021-71 Street Lighting. Lux seconded. Roll call unanimous.

Farnum advised Cemetery Improvement fund has funds that would cover the costs of the Cemetery roadway. If the Council decides to proceed with the entire cemetery roadway project, next year's budget will need to be amended. Langerman moved to approve Resolution #2021-72 to approve Cemetery Paving Project. Goedken seconded. Roll call unanimous.

Farnum advised Council held a hearing and approved in April, however the Jones County Recorder is requesting the name of the property owner the land is transferred to be in the resolution. Langerman moved to approve Resolution #2021-73 Vacating Roadway Right-of-Way and transferring same to BR3 Development LLC, adjacent property owners. Lux seconded. Roll call unanimous.

Turnis reported the Library Board has decided to reinstate the third full-time staff position and will move the current part-time employee to full-time position. Prior to the COVID pandemic, they had 3 full-time and 1 part-time staff at the library. The FY 2022 budget includes the wages for the 3 full-time staff. When questioned if that included the benefits, Turnis advised the benefits have never come out of their budget. Hinrichsen will check the Employee Benefit budget to see if it was budgeted. Langerman moved to reinstate the third full-time staff member. Brighton seconded. Roll call unanimous.

Farnum reported at May 3rd meeting, Council tabled action on a request to purchase a new replacement lawn mower for the waste water treatment plant, with direction to consider hiring a private mowing service instead. At the May 17th meeting, Council hired

Steve and Lisa Monk to mow areas that the new mower would be used, so it is no longer needed. Langerman moved to take the action on a request to purchase a new replacement lawn mower for the waste water treatment plant, off the table. Goedken seconded. Roll call unanimous. Goedken moved to reject the purchase of the mower, Langerman seconded. Roll call unanimous.

Wolken reported the Monticello Golf Club would like to install an irrigation well, as their pumps keep failing. Nick Miller, representative of the Golf Club, advised their plans are to pump water from the river to the pond or directly into the irrigation system. Wolken advised they will need to get DNR approval prior to the installation. Miller advised they contacted the DNR and were told to get City's approval prior to requesting DNR approval. Goedken moved to approve construction of an irrigation well at the Monticello Golf Club. Langerman seconded. Roll call unanimous.

Council reviewed the proposed amendment to the sign ordinance to allow the Mission Cup coffee shop to keep their pole sign at 338 South Main Street, as staff was directed to prepare at prior Council meeting. Amendment was written to allow Council to consider each request regarding pole signs on a case-by-case basis. Gary Feldmann, 713 West First Street stated with all the people objecting to the sign ordinance, maybe it is time to scrap the code and admit it was an error. Gaylen Kray, 634 North Sycamore Street, advised he does not see a issue with allowing the pole sign. Lux introduced and moved Ordinance #743 amending the Code of Ordinances of the City of Monticello, Iowa, by amending Provisions Pertaining to Chapter 180 "Signage Regulations" related to Nonconforming Signs, first reading in title only. Brighton seconded. After further discussion, Lux moved to rescind her motion to introduce and move Ordinance #743 amending the Code of Ordinances of the City of Monticello, Iowa, by amending Provisions Pertaining to Chapter 180 "Signage Regulations" related to Nonconforming Signs, first reading in title only. Brighton seconded. Roll call unanimous. Lux moved to table Ordinance #743 amending the Code of Ordinances of the City of Monticello, Iowa, by amending Provisions Pertaining to Chapter 180 "Signage Regulations" related to Nonconforming Signs. Langerman seconded. Roll call unanimous. Staff to look into rezoning property from C-2 to allow the sign for the next meeting.

Brighton left the meeting, so the meeting was adjourned due to a lack of a quorum at 7:47 PM. Council continued with staff reports and work session with no action taken.

Hinrichsen reported working with FEMA to update the Flood Plain Code and will bring it to Council for approval in July.

Tjaden reported the air make-up unit and the main blower at the wastewater treatment plant need to be replaced, with the estimated cost of \$40,000 to \$50,000 and \$10,000, respectively.

Turnis reported the summer reading program is going well.

Oswald reported the first fundraiser for the playground at the Aquatic Center raised \$1,400, which was golf tournament. On July 10th, the Aquatic Center fundraiser event will take place and the duck drop fundraiser will be held on August 28th. They will be selling ducks at Berndes Center, City Hall, Library and a few other locations in town.

Oswald reported DNR staff wearing green shirts is doing survey of trees on public property and right-of-ways and will provide a report and recommendation for City to put together a tree plan.

When asked, Smith reported City follows the State, so fireworks are allowed from June 1st to July 8th from 9 AM to 10 PM, except July 3rd and July 4th, they are allowed up to 11 PM.

Farnum reported that he gave the draft copy of Employee Handbook to department heads for review and will meet with attorney prior to bringing it to Council for approval.

Farnum has meeting tomorrow on the SRF loan with the wastewater treatment plant and other possible sponsored projects.

Farnum advised the Highway 38 overlay is scheduled to begin next year.

Farnum reported the City was awarded the Catalyst Grant for the Compadres building and will bring contract to next meeting.

Wolken reported Goedken, Yeoman and Audrey Savage helped him pick up the surveys and they collected 188. City needs 500, so City will do another mailing once ECICOG provides the list. If anyone has their survey, they are asked to call City Hall and someone will pick up the survey.

During work session, Farnum updated Council on various major capital projects including 7th Street (Cedar Street to Sycamore Street), Chestnut Street (2nd Street to 3rd Street), North Maple Street, wastewater treatment plant upgrades, 6th Street ditch, coordinating with State the Hwy 38 overlay in 2022 and the annual maintenance and sealcoating program. No action was taken.

Meeting ended at 10:00 PM.

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

PAYROLL - JULY 1, 2021

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	June 14 - 27, 2021				
Jacob Gravel	\$ 1,668.00	\$ -	0.00	0.00	\$ 1,209.69
David Husmann	914.00	-	0.00	0.00	723.87
Mary Intlekofer	837.75	-	0.00	0.00	571.64
Brandon Kent	1,799.93	-	0.00	0.00	1,437.62
Lori Lynch	2,229.98	155.58	0.00	0.00	1,511.45
Shelly Searles	3,195.90	1,287.90	0.00	0.00	2,085.97
Jenna Weih	2,993.35	1,165.35	0.00	0.00	2,067.16
Curtis Wyman	1,871.29	203.29	15.00	91.13	1,276.23
TOTAL AMBULANCE	\$ 15,510.20	\$ 2,812.12	15.00	91.13	\$ 10,883.63
CEMETERY	June 12 - 25, 2021				
Caleb Bowser-Etten	\$ 682.50	\$ -	0.00	0.00	\$ 610.30
Kade Hermsen	848.75	48.75	0.00	0.00	723.21
Dan McDonald	1,874.80	130.80	0.00	0.00	1,354.18
TOTAL CEMETERY	\$ 3,406.05	\$ 179.55	0.00	0.00	\$ 2,687.69
CITY HALL	June 13 - 26, 2021				
Cheryl Clark	\$ 1,772.01	\$ -	0.00	0.00	\$ 1,202.61
Russ Farnum	3,653.85	-	0.00	0.00	2,495.93
Sally Hinrichsen	2,614.03	-	0.00	0.00	1,648.61
Nanci Tuel	1,574.40	-	0.00	0.00	1,055.76
TOTAL CITY HALL	\$ 9,614.29	\$ -	0.00	0.00	\$ 6,402.91
FIRE					
Joe Bayne	\$ 208.33	\$ -	0.00	0.00	\$ 191.39
Chris Hinrichs	60.00	-	0.00	0.00	55.41
Billy Norton	166.67	-	0.00	0.00	143.57
Paul Warner	125.00	-	0.00	0.00	115.44
TOTAL FIRE	\$ 560.00	\$ -	0.00	0.00	\$ 505.81
LIBRARY	June 14 - 27, 2021				
Molli Hunter	\$ 712.64	\$ -	0.00	0.00	\$ 577.44
Caroline Olson	280.25	-	0.00	0.00	258.81
Penny Schmit	1,188.81	-	0.00	0.00	684.04
Michelle Turnis	1,705.44	-	0.00	0.00	1,084.35
TOTAL LIBRARY	\$ 3,887.14	\$ -	0.00	0.00	\$ 2,604.64
MBC	June 14 - 27, 2021				
Kegan Arduser	\$ 503.88	\$ -	0.00	0.00	\$ 453.21
Jacob Oswald	2,089.42	-	0.00	0.00	1,568.66
Shannon Poe	1,664.84	-	0.00	0.00	1,143.95
TOTAL MBC	\$ 4,258.14	\$ -	0.00	0.00	\$ 3,165.82
POLICE	June 14 - 27, 2021				
Zachary Buehler	\$ 2,205.84	\$ -	0.00	0.00	\$ 1,633.47
Peter Fleming	2,314.20	-	0.00	0.00	1,623.88
Dawn Graver	2,469.60	-	0.00	0.00	1,777.64
Erik Honda	2,568.82	-	0.00	0.00	1,904.13
Jordan Koos	2,553.89	-	0.00	0.00	1,835.67
Britt Smith	3,071.06	-	0.00	0.00	2,249.23

PAYROLL - JULY 1, 2021

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
POLICE (cont.)					
Madonna Staner	1,576.00	-	0.00	0.00	1,192.70
Brian Tate	2,545.14	-	0.00	0.00	1,879.91
TOTAL POLICE	\$ 19,304.55	\$ -	0.00	0.00	\$ 14,096.63
ROAD USE					
	June 12 - 25, 2021				
Zeb Bowser	\$ 1,981.08	\$ 237.08	0.00	0.00	\$ 1,449.14
Jasper Scott	1,759.59	115.59	0.00	0.00	1,251.75
TOTAL ROAD USE	\$ 3,740.67	\$ 352.67	0.00	0.00	\$ 2,700.89
SANITATION					
	June 12 - 25, 2021				
Michael Boyson	\$ 1,915.68	\$ 171.68	0.00	0.00	\$ 1,340.56
Nick Kahler	2,131.80	-	0.00	0.00	1,466.35
TOTAL SANITATION	\$ 4,047.48	\$ 171.68	0.00	0.00	\$ 2,806.91
SEWER					
	June 12 - 25, 2021				
Tim Schultz	\$ 1,871.67	\$ 67.65	0.00	0.00	\$ 1,300.87
Jim Tjaden	2,461.54	-	0.00	0.00	1,781.80
TOTAL SEWER	\$ 4,333.21	\$ 67.65	0.00	0.00	\$ 3,082.67
SWIMMING POOL					
	June 11 - 24, 2021				
Lydia Ahlrichs	\$ 61.50	\$ -	0.00	0.00	\$ 56.80
Sydney Ballou	159.04	-	0.00	0.00	146.87
Allyson Bartachek	129.00	-	0.00	0.00	119.13
Dru Boffeli	135.00	-	0.00	0.00	124.67
Mya Boffeli	573.48	-	0.00	0.00	529.60
Aubree Fairley	151.19	-	0.00	0.00	139.63
Autry Fasnacht	160.05	-	0.00	0.00	147.81
Jill Flynn	65.60	-	0.00	0.00	60.58
Sullivan Flynn	325.10	-	0.00	0.00	300.23
Taylor Gassman	172.00	-	0.00	0.00	158.85
Ella Glawatz	379.25	-	0.00	0.00	350.24
Gabrielle Guilford	250.00	-	0.00	0.00	228.00
Keaton Hermsen	250.00	-	0.00	0.00	230.87
Leah Holub	47.30	-	0.00	0.00	43.68
Karle Kramer	334.56	-	0.00	0.00	308.97
Megan Mahoney	237.30	-	0.00	0.00	219.15
Jacob Miller	334.56	-	0.00	0.00	308.97
Cole Nietert	153.00	-	0.00	0.00	141.29
Cord Nietert	75.00	-	0.00	0.00	69.26
Elizabeth Petersen	313.16	-	0.00	0.00	289.20
Dylan Ponder	252.56	-	0.00	0.00	233.24
Ethan Ponder	66.65	-	0.00	0.00	61.55
Haili Schlarmann	28.50	-	0.00	0.00	26.32
Lake Schnoor	220.00	-	0.00	0.00	202.17
Emma Schwendinger	316.00	-	0.00	0.00	291.83
Madeline Stadtmueller	758.09	-	0.00	0.00	672.56
Ian Temple	370.00	-	0.00	0.00	319.88
Hayden Tomkins	312.00	-	0.00	0.00	288.14
Maci Welter	495.80	-	0.00	0.00	446.56
Brock Westphal	342.00	-	0.00	0.00	311.84

PAYROLL - JULY 1, 2021

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
TOTAL SWIMMING POOL	\$ 7,467.69	\$ -	0.00	0.00	\$ 6,827.89
WATER	June 12 - 25, 2021				
Daniel Pike	\$ 1,937.20	\$ -	0.00	0.00	\$ 1,391.72
TOTAL WATER	\$ 1,937.20	\$ -	0.00	0.00	\$ 1,391.72
TOTAL - ALL DEPTS.	\$ 78,066.62	\$ 3,583.67	15.00	91.13	\$ 57,157.21

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
JONES COUNTY SHERIFFS OFFICE	PD DISPATCH AGREEMENT	25,218.00			
MONTICELLO COMM SCHOOL DISTRICT	PD FUEL	1,034.67			
RADIO COMMUNICATIONS CO INC	PD DIGITAL MOBILE RADIO	917.00			

110	POLICE DEPARTMENT TOTAL	27,169.67			
STREET LIGHTS					
ALLIANT ENERGY-IES	E FIRST STREETLIGHTS	5,139.96			

230	STREET LIGHTS TOTAL	5,139.96			
AQUATIC CENTER					
BAKER PAPER CO INC	POOL BUILDING SUPPLIES	44.58			
CARRICO AQUATIC RESOURCES INC	POOL CHEMICALS	5,205.28			
FAREWAY STORES #840-1	POOL BUILDING SUPPLIES	35.96			
JOHN DEERE FINANCIAL	POOL EQUIP REPAIR/MAINT	1.99			
MUNICIPAL SUPPLY INC	POOL GROUNDS SUPPLIES	6.60			
MYERS-COX CO.	POOL CONCESSIONS	1,088.25			

440	AQUATIC CENTER TOTAL	6,382.66			
CEMETERY					
MONTICELLO COMM SCHOOL DISTRICT	CEMETERY FUEL	393.22			

450	CEMETERY TOTAL	393.22			
SOLDIER'S MEMORIAL BOARD					
LADCO	SLDR MEM BLDG REPAIR/MAINT	159.94			
MONTICELLO MEMORIAL BOARD	SLDR MEM OPERATING FEE	500.00			
TK ELEVATOR CORPORATION	SLDR MEM BLDG REPAIR/MAINT	442.50			

498	SOLDIER'S MEMORIAL BOARD TOTAL	1,102.44			
ENGINEER					
SNYDER & ASSOCIATES, INC	ENGINEERING FEES	3,958.00			

640	ENGINEER TOTAL	3,958.00			
ATTORNEY					
LYNCH DALLAS, P.C.	ATTORNEY FEES	627.00			

641	ATTORNEY TOTAL	627.00			
CITY HALL/GENERAL BLDGS					
E CENTRAL INTERGOVERNMENTAL	KEEP IOWA BEAUTIFUL MATCH	1,500.00			
IOWA LEAGUE OF CITIES	CH DUES	2,208.00			
JONES CO ECONOMIC DEVELOPMENT	DAYCARE FEASIBILITY STUDY	1,635.00			
JONES CO SAFE & HEALTHY	CH CONTRIBUTION	3,000.00			
JONES CO EXTENSION & OUTREACH	DISCOVERY CAMP DONATION	500.00			
JONES COUNTY JETS	CH CONTRIBUTION	1,500.00			
JONES COUNTY RECORDER	CH RECORDING FEES	12.00			
JONES COUNTY SENIOR DINING	CH CONTRIBUTION	3,200.00			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
JONES COUNTY TOURISM ASSOC	CH CONTRIBUTION	1,139.00			
LADCO	CH BLDG REPAIR/MAINT	562.12			
LIMESTONE BLUFFS R C & D	MAQUOKETA RIVER WATERSHED	3,796.00			
MONTICELLO ROTARY CLUB	CH DUES - FARNUM	190.00			
PFM FINANCIAL ADVISORS LLC	CH PRO FEES	1,000.00			
REPUBLIC SERVICES	CH NUISANCES - 336 S MAIN ST	50.00			
TK ELEVATOR CORPORATION	CH BLDG REPAIR/MAINT	885.00			
	650 CITY HALL/GENERAL BLDGS TOTAL		21,177.12		
	001 GENERAL TOTAL		65,950.07		
MONTICELLO BERNDES CENTER PARKS					
BAKER PAPER CO INC	MBC BUILDING SUPPLIES	127.38			
CENTRAL IOWA DISTRIBUTING INC	MBC BUILDING SUPPLIES	156.00			
DEVERE COMPANY INC	MBC BUILDING SUPPLIES	98.96			
JOHN DEERE FINANCIAL	MBC GROUNDS SUPPLIES	2.98			
MONTICELLO COMM SCHOOL DISTRICT	MBC FUEL	180.84			
PEPSI COLA BOTTLING CO	MBC CONCESSIONS	418.36			
WELLS FARGO VENDOR FINANCIAL	2020 TOOLCAT PAYMENT	1,048.95			
	430 PARKS TOTAL		2,033.47		
	005 MONTICELLO BERNDES CENTER TOTAL		2,033.47		
POLICE CANINE UNIT POLICE DEPARTMENT					
JOHN DEERE FINANCIAL	PD CANINE SUPPLIES	98.98			
	110 POLICE DEPARTMENT TOTAL		98.98		
	009 POLICE CANINE UNIT TOTAL		98.98		
FIRE FIRE					
BODENSTEINER IMPLEMENT CO	FIRE VEHICLE OPERATING	15.98			
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	12,150.85			
M TOWN TIRE & AUTO	FIRE EQUIP REPAIR/MAINT	40.00			
MONTICELLO COMM SCHOOL DISTRICT	FIRE FUEL	230.11			
	150 FIRE TOTAL		12,436.94		
	015 FIRE TOTAL		12,436.94		
AMBULANCE AMBULANCE					
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	28,088.86			
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL	764.73			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	160 AMBULANCE TOTAL		28,853.59		
	016 AMBULANCE TOTAL		28,853.59		
LIBRARY IMPROVEMENT					
LIBRARY					
RICK EUGENE BRAMMER	LIB IMP SUMMER READING		500.00		
BLANK PARK ZOO FOUNDATION	LIB IMP SUMMER READING		397.12		
THE CONE SHOPPE	LIB IMP SUMMER READING		72.00		
KOCH BROTHERS, INC.	LIB IMP COPIER/PRINTER		5,050.00		
	410 LIBRARY TOTAL		6,019.12		
	030 LIBRARY IMPROVEMENT TOTAL		6,019.12		
LIBRARY					
LIBRARY					
BAKER & TAYLOR BOOKS	LIB BOOKS		68.01		
FAREWAY STORES #840-1	LIB BUILDING SUPPLIES		22.76		
LADCO	LIB BLDG REPAIR/MAINT		159.94		
NEXT GENERATION PLBG & HTG LLC	LIB BLDG REPAIR/MAINT		300.35		
TK ELEVATOR CORPORATION	LIB BLDG REPAIR/MAINT		442.50		
	410 LIBRARY TOTAL		993.56		
	041 LIBRARY TOTAL		993.56		
AIRPORT					
AIRPORT					
MONTICELLO AVIATION INC	AIRPORT MANAGER		2,166.66		
MONTICELLO COMM SCHOOL DISTRCT	AIRPORT FUEL		25.65		
	280 AIRPORT TOTAL		2,192.31		
	046 AIRPORT TOTAL		2,192.31		
ROAD USE					
STREETS					
ALLIANT ENERGY-IES	22059 HWY 38		191.15		
BEHREND'S CRUSHED STONE	RU STREET MAINTENANCE SUPPLIES		214.46		
JOHN DEERE FINANCIAL	RU OSHA SUPPLIES		16.99		
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT		38.36		
MONTICELLO COMM SCHOOL DISTRCT	RU FUEL		738.53		
	210 STREETS TOTAL		1,199.49		
	110 ROAD USE TOTAL		1,199.49		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
EMPLOYEE BENEFITS POLICE DEPARTMENT INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	21,816.78			
	110 POLICE DEPARTMENT TOTAL	21,816.78			
STREETS INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	11,177.40			
	210 STREETS TOTAL	11,177.40			
LIBRARY INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	331.09			
	410 LIBRARY TOTAL	331.09			
PARKS INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	2,892.35			
	430 PARKS TOTAL	2,892.35			
AQUATIC CENTER INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	1,835.12			
	440 AQUATIC CENTER TOTAL	1,835.12			
CEMETERY INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	2,770.89			
	450 CEMETERY TOTAL	2,770.89			
SUPER MAC FUND INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	71.58			
	499 SUPER MAC FUND TOTAL	71.58			
CLERK/CITY ADMIN INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	4,205.82			
	620 CLERK/CITY ADMIN TOTAL	4,205.82			
	112 EMPLOYEE BENEFITS TOTAL	45,101.03			
DEBT SERVICE DEBT SERVICE UMB BANK, N.A.	DEBT 2014 GO FEES	160.00			
	710 DEBT SERVICE TOTAL	160.00			
SEWER UMB BANK, N.A.	DEBT SEWER 2014 GO FEES	22.50			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	815 SEWER TOTAL		22.50		
	200 DEBT SERVICE TOTAL		182.50		
TIF - DEBT DEBT SERVICE UMB BANK, N.A.	TIF 2014 GO FEE		67.50		
	710 DEBT SERVICE TOTAL		67.50		
	225 TIF - DEBT TOTAL		67.50		
C.C. BIDWELL LIBRARY BOOK LIBRARY					
BAKER & TAYLOR BOOKS	LIB BIDWELL BOOKS		95.23		
FINDAWAY WORLD LLC	LIB BIDWELL BOOKS		651.06		
	410 LIBRARY TOTAL		746.29		
	502 C.C. BIDWELL LIBRARY BOOK TOTAL		746.29		
WATER					
WATER					
ALLIANT ENERGY-IES	16540 190TH ST WATER TOWER		150.65		
TYSON & AMELIA HAAS	OVERPAYMENT REFUND		50.00		
HACH COMPANY	WATER LAB SUPPLIES		41.15		
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE		5,598.55		
IOWA ONE CALL	WATER SYSTEM		29.70		
JOHN DEERE FINANCIAL	WATER SUPPLIES		10.58		
DAWN MCELMEEL	OVERPAYMENT REFUND - GROTH		118.52		
MONTICELLO COMM SCHOOL DISTRICT	WATER FUEL		167.73		
MUNICIPAL SUPPLY INC	WATER SUPPLIES				
WHITE HAWK PLUMBING & HEATING	WATER SYSTEM		212.50		
	810 WATER TOTAL		6,379.38		
	600 WATER TOTAL		6,379.38		
CUSTOMER DEPOSITS					
WATER					
CITY OF MONTICELLO	COOHEY/JUSTIN		629.45		
JUSTIN COOHEY	WATER DEPOSIT REFUND		22.33		
VALERIE FRERICKS	WATER DEPOSIT REFUND		8.22		
	810 WATER TOTAL		660.00		
	602 CUSTOMER DEPOSITS TOTAL		660.00		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
SEWER					
SEWER					
BAKER PAPER CO INC	SEWER LAB SUPPLIES	70.61			
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	8,905.94			
IOWA DEPT OF NATURAL RESOURCES	SEWER LAB CERTIFICATION	400.00			
IOWA ONE CALL	SEWER SYSTEM	29.70			
JOHN DEERE FINANCIAL	SEWER SUPPLIES	104.73			
KRAUS KUSTOM BUILDERS	SEWER BLDG REPAIR/MAINT	1,286.00			
KROMMINGA MOTORS INC	SEWER EQUIP REPAIR/MAINT	221.94			
MONTICELLO COMM SCHOOL DISTRICT	SEWER FUEL	167.73			
	815 SEWER TOTAL		11,186.65		
	610 SEWER TOTAL		11,186.65		
SANITATION					
SANITATION					
INSURANCE ASSOCIATES, INC.	WORKMANS COMP INSURANCE	7,050.77			
MONTICELLO COMM SCHOOL DISTRICT	SANITATION FUEL	60.07			
REPUBLIC SERVICES	RESIDENTIAL GARBAGE	22,752.44			
	840 SANITATION TOTAL		29,863.28		
	670 SANITATION TOTAL		29,863.28		
YARD WASTE SITE					
SANITATION					
RANDALL G THUMAN	YARD WASTE COMPOST	7,500.00			
	840 SANITATION TOTAL		7,500.00		
	675 YARD WASTE SITE TOTAL		7,500.00		
	Accounts Payable Total		221,464.16		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND NAME	AMOUNT
001 GENERAL	65,950.07
005 MONTICELLO BERNDES CENTER	2,033.47
009 POLICE CANINE UNIT	98.98
015 FIRE	12,436.94
016 AMBULANCE	28,853.59
030 LIBRARY IMPROVEMENT	6,019.12
041 LIBRARY	993.56
046 AIRPORT	2,192.31
110 ROAD USE	1,199.49
112 EMPLOYEE BENEFITS	45,101.03
200 DEBT SERVICE	182.50
225 TIF - DEBT	67.50
502 C.C. BIDWELL LIBRARY BOOK	746.29
600 WATER	6,379.38
602 CUSTOMER DEPOSITS	660.00
610 SEWER	11,186.65
670 SANITATION	29,863.28
675 YARD WASTE SITE	7,500.00
<hr style="border-top: 1px dashed black;"/>	
TOTAL FUNDS	221,464.16

City Council Meeting
 Prep. Date: 6/30/21
 Preparer: Russell Farnum



Agenda Item: # 1
 Agenda Date: 07/06/2021

Communication Page

Agenda Items Description: Approval of and authorizing Mayor to sign a Grant Agreement for the Catalyst Grant (Compadres Building)

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

Attachments & Enclosures:

Resolution
Grant Agreement

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	\$50,000 match
Revenue:	

Synopsis:

On January 20, 2020, the City Council authorized application for a Catalyst Grant for the restoration of the Compadres building at 103 W. 1st Street. The request was for \$100,000 with a \$50,000 City match. The City was recently notified the grant was approved in the amount of \$100,000, so the Council needs to approve the grant agreement and authorize the Mayor to sign it and related documents.

Background Information:

The City took ownership of the “compadres’ building due to its’ dilapidated condition with the plan to study the building prior to making a decision on its’ future. A commercial building inspection, a structural inspection, an asbestos inspection and a Phase 1 Environmental Assessment have been completed, and an emergency stabilization (dilapidated buildings) grant was received for replacement of the roof, and selective demolition with asbestos abatement. The roof replacement is 90% complete and the project awaits the schedule of the asbestos contractor.

Derek Lumsden been of great assistance in leveraging a Catalyst Grant with Iowa Economic Development. The Catalyst grant would invest \$100,000 into the property renovation.

The proposed Resolution would permit the Mayor to execute the grant agreement and other necessary documents allowing the City to access this money. The Resolution also includes the financial commitment of \$50,000 that the City has already committed for this project.

Once this portion of the project is completed, the City will deliver a water-tight, solid shell to the future owner, who plans an interior buildout with an expanded restaurant space and apartment units upstairs – returning this building to the tax rolls with a productive use beneficial to the downtown.

Reminder: This is another step in a long process to restore this building to a productive use and keep it on the tax rolls. If Council members receive complaints that the City shouldn't have acquired this building, you can honestly respond that the building was going to be a City problem whether the City acquired it or not. It was not being maintained, and was going to be a problem regardless of ownership. City ownership opened the doors to many financial opportunities (such as this) that wouldn't exist if it were privately owned. In addition, the manner in which the City acquired ownership avoided potential lengthy and expensive legal processes that would be necessary to force private restoration or demolition of the building.

Staff Recommendation: It is recommended that the Council approve the proposed Resolution authorizing the Mayor the power to execute the Grant Agreement and other documents associated therewith.

The City of Monticello, Iowa

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

RESOLUTION #

Approving Grant Agreement between the City of Monticello and the Iowa Economic Development Authority, Iowa Center for Rural Revitalization, Rural Innovation Grant Agreement.

WHEREAS, the City of Monticello obtained ownership of the building located at 103 W. 1st Street due to its dilapidated and failing condition in 2019, and

WHEREAS, the City Council has, since taking ownership, investigated the overall building condition, obtaining a Phase 1 Environmental Inspection and Asbestos Inspection with the Costs reimbursed to the City by the Iowa DNR Brownfields program, and has also paid for a commercial building inspection, a structural inspection, and a demolition cost estimate, and

WHEREAS, the Council found that renovating the building as opposed to demolition of the building would be beneficial in that it would not create two large holes in the downtown landscape and with successful grant applications may be a lesser cost alternative and would, by keeping the renovated building standing, keep property on the tax rolls, and

WHEREAS, City staff, and County Economic Development Director Derek Lumsden, worked together on the Rural Innovation Grant available through the Iowa Economic Development Authority, requesting the maximum of \$100,000, with a \$50,000 match being required, the grant proceeds proposed to be used for the redevelopment or rehabilitation of the building, and

WHEREAS, the City Council previously approved submission of the grant and found that the grant funds would be of benefit to the City and the Developer as set forth within Resolution 2021-3, and

WHEREAS, The Application was submitted and was awarded the grant requested in the amount of \$100,000, a Grant Agreement having been received and hereby proposed for approval, and

WHEREAS, the City Council reaffirms its support for the grant and project in general and finds that the Mayor should be authorized to execute the Grant Agreement and related documents on behalf of the City Council.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Grant Agreement between the City of Monticello and the Iowa Economic

Development Authority, Iowa Center for Rural Revitalization, Rural Innovation Grant Agreement, and authorizes the Mayor to execute the grant agreement and related documents on behalf of the City.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 6th day of July, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

IOWA ECONOMIC DEVELOPMENT AUTHORITY

1963 Bell Avenue, Suite 200 | Des Moines, Iowa 50315 USA | Phone: 515.348.6200
iowaeda.com



June 14, 2021

Sally Henrichsen
City of Monticello
200 E. First Street
Monticello, Iowa 52310

SUBJECT: 2021 Community Catalyst and Building Remediation Grant (21-CTBF-017)

Dear Sally:

I am pleased to inform you the Iowa Economic Development Authority (IEDA) has awarded the City of Monticello a Community Catalyst and Building Remediation Grant in an amount not to exceed \$100,000. These funds are to be used for the Compadres Building project in the City of Monticello as stated in the grant application.

Enclosed is the Contract between the Grantee Organization and IEDA. No grant funds will be disbursed until the applicant and the Iowa Economic Development Authority have agreed to the terms of the contract and the contract is executed. Please review the document thoroughly. Once signed, please return the original signed contract to Susan Watson at IEDA. Upon receipt of your signed contract, we will execute and upload a copy to IowaGrants.gov for your records.

IF ANY CONDITIONS CONTAINED IN THIS LETTER ARE NOT SATISFIED IN THE SOLE DISCRETION OF IEDA, OR THE CONTRACT IS NOT FULLY EXECUTED, THIS AWARD OF FUNDS SHALL BE RESCINDED, AND NO REIMBURSEMENT IS AVAILABLE FOR ANY COSTS INCURRED BY THE CONTRACT RECIPIENT WITH RESPECT TO THIS AWARD.

If you have any questions, please contact your project manager, Jim Thompson, at 515.348.6183 or by e-mail at Jim.Thompson@IowaEDA.com.

IEDA looks forward to working with the City of Monticello on its Community Catalyst and Building Remediation grant project **once all conditions to the award have been met and the contract is fully executed.**

Sincerely,


Deborah V. Durham
Director

Congratulations!

cc: Representative Lee Hein, House District 96
Senator Dan Zumbach, Senate District 48
File: IowaGrants.gov

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
IOWA DOWNTOWN RESOURCE CENTER
COMMUNITY CATALYST & REMEDIATION GRANT PROGRAM**

GRANTEE: City of Monticello
AGREEMENT NUMBER: 21-CTBF-017
DATE OF AWARD LETTER: June 14, 2021
PROJECT COMPLETION DATE: June 14, 2023
GRANT AMOUNT: \$100,000

THIS Community Catalyst Building Remediation Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and the City of Monticello, 200 E. First Street, Monticello, Iowa 52310 ("Grantee") (Collectively "the Parties").

WHEREAS, the Authority established a Community Catalyst Building Remediation Fund pursuant to Iowa Code section 15.231 for the purpose of providing grants to cities for the remediation of underutilized buildings; and

WHEREAS, the Grantee submitted a grant application to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Community Catalyst Building Remediation Grant ("Grant") and approved the Application; and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application;

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **COSTS DIRECTLY RELATED.** "Costs Directly Related" means expenditures that are incurred for the acquisition, deconstruction, disposal, redevelopment, or rehabilitation of the community catalyst that is the subject of the Project to the extent that the expenditures are attributable directly to the remediation or redevelopment of the community catalyst. Examples of "Costs Directly Related" and costs that are not directly related are set out at 261 IAC 45.2 Definitions.
2. **GRANTEE.** "Grantee" means the entity described above whose application for a Grant was approved by IEDA.
3. **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this Agreement.
4. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in the Agreement Scope of Work attached hereto, in the award letter, and in the application submitted through IowaGrants.gov, including but not limited to, the "Scope of Project and Budget" portion of the application.
5. **PROJECT COMPLETION PERIOD.** "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above.
6. **PROJECT MID-POINT.** "Project Mid-Point" means the point at which the Grantee has incurred Costs Directly Related to the Project. The maximum mid-point draw is up to 60% of the Grant Amount.
7. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement.
8. **UTILIZATION OF CONSULTANT(S).** The Grantee is responsible for recruiting and selecting consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in the Agreement Scope of Work attached hereto.
9. **TOTAL PAYMENT.** Total payment of state funds under this Agreement shall not exceed \$100,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee.
10. **REPAYMENT OBLIGATION.** In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph

shall apply to the Grantee as well as any subcontractors.

11. **REPORTING REQUIREMENTS.** The Recipient shall prepare, review and sign the reports as specified below in the form and content specified by the Authority.

1. By Project Mid-Point: A report describing work completed, including photographs documenting work that has been completed;
2. Within 60 days after the Project Completion Date: A report documenting completion of the Project, including photographs of the completed Project

12. **PAYMENT PROCEDURES.** Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants.gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment. The Grantee shall submit two (2) requests for reimbursement. The first request shall be made at Project Mid-Point up to 60% of the Grant Amount and the final request for reimbursement of the remaining funds shall be made within sixty days after the Project Completion Date. If the total Grant Amount has not been claimed within sixty (60) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement. The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project. The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants.gov and provide such documentation upon request.

13. **PUBLICATIONS.** The Grantee will ensure that all publications produced in association with the Project shall include the following phrase: This Project is Sponsored in Part by the Iowa Economic Development Authority.

14. **DEFAULT.** The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; and d) failure to maintain insurance as set out at Paragraph 33 herein or maintaining insurance coverage that is, as determined by the Authority, insufficient; and e) utilizing grant proceeds for purposes not described in IowaGrants.gov - Scope of Project and Budget or for expenses that are not Costs Directly Related to the Project. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

15. **TERMINATION.** This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.

16. **REMEDY UPON TERMINATION.** In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.

17. **NONASSIGNMENT OF AGREEMENT.** The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.

18. **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.

19. **COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE.** The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

20. **COMPLIANCE WITH EEO/AA PROVISIONS.** The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material breach of this Agreement.

21. **INDEMNIFICATION AGAINST LOSS OR DAMAGE.** The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent,

intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa; or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

22. **RIGHT TO REVIEW AND OBSERVE: ACCESS TO RECORDS.** IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials.
23. **PUBLIC RECORDS: RECORDS RETENTION.** All records submitted to or inspected by IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.
24. **SURVIVAL OF AGREEMENT.** If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.
25. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.
26. **FINAL AUTHORITY.** The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.
27. **USE OF NAME.** The Grantee agrees it will not use IEDA and/or State's name or any of its or their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State, except as otherwise required by this Agreement.
28. **COMPLIANCE WITH IOWA CODE CHAPTER 8F.** If the Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received by the Grantee from subcontractors shall be forwarded to IEDA.
29. **LEGISLATIVE CHANGES.** The Grantee expressly acknowledges that the Community Catalyst Building Remediation Fund and Program are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the fund or the program, the Grantee shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.
30. **JOINT AND SEVERAL LIABILITY.** If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.
31. **WAIVER.** Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.
32. **CONFLICT OF INTEREST.** The Grantee represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Grantee and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 15 of this Agreement, and the Grantee shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Grantee shall report any potential, real, or apparent conflict of interest to IEDA.
33. **MAINTENANCE OF INSURANCE.** The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. If the Grantee is not the owner of the Project property, the Grantee shall require the property owner to maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Grantee or owner of the

Project property shall pay for and maintain insurance as is customary for similar projects. This insurance shall be in an amount not less than the full insurable value of the Project property. The Grantee or the owner of the Project property shall name the Authority and the Grantee, if the Grantee is not the owner of the Project property, as mortgagees and/or an additional loss payee(s). If the Grantee is not the owner of the Project property, the owner of the Project property shall provide the Grantee with a copy of each and every insurance policy in effect. The Grantee shall maintain a copy of each and every insurance policy in effect and shall provide copies to the Authority upon request.

34. DEVELOPMENT CONTRACT AGREEMENT. Grantee shall provide IEDA with a copy of the Development Agreement between the owner of the Project property and the entity that will deconstruct, redevelop, or rehabilitate the community catalyst that is the subject of the Project. Grantee shall notify IEDA immediately if the Development Agreement is assigned and shall provide IEDA with a copy of the assignment.

35. IMMUNITY FROM LIABILITY. Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's, Project property owners' and/or contractors or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

36. NONAGENCY. The Grantee, the Project property owner(s), its or their employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the Grantee nor the Project property owner's employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

37. HEADINGS OR CAPTIONS. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

38. DOCUMENTS INCORPORATED BY REFERENCE. The following are hereby incorporated by reference:

- (a) Agreement Scope of Work and Budget
- (b) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (c) Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant Application, as found in IowaGrants.gov.

39. ORDER OF PRIORITY. In the event of a conflict between documents, the following order or priority shall be applied:

- (a) Articles 1-40 of this Grant Agreement.
- (b) Agreement Scope of Work and Budget
- (c) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (d) Application, Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant, as found in IowaGrants.gov.

40. INTEGRATION. This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: City of Monticello

BY: _____
 Mayor
 City of Monticello
 200 E. First Street
 Monticello, Iowa 52310

 Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY: _____
 Brian Sullivan, Chief Programs Officer
 Community Development Division
 Iowa Economic Development Authority

City Council Meeting
Prep. Date: June 30, 2021
Preparer: Nick Kahler



Agenda Item: 2
Agenda Date: July 6, 2021

Communication Page

Agenda Items Description: Purchase new streets truck

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: We have budgeted and are in need of a new streets truck

Background Information: The older streets truck that we have is a 2004 Ford F-250 with 130,397 miles on it. Before we purchased the last streets truck with a plow on the front this truck was the plow truck. To say it's been used would be an understatement. Last Friday the truck decided it was all done working. While we don't know positively what exactly broke, we do know there is oil on the spark plugs when you pull them out and that is not good. I had in my budget planned for a new truck. Trucks right now to order are many months out. I am looking at various options to try and expedite the purchase of a new truck now that we are down a truck. I'm hoping to find an F-350/ F-450 extended cab or crew cab with a dump box on it.

Staff Recommendation: I recommend the approval of purchasing a new streets truck

The City of Monticello, Iowa

RESOLUTION #

To approve purchase of Pickup Truck for Public Works Department

WHEREAS, the City Council has previously been advised of the need for a new Public Works Pickup Truck, and

WHEREAS, the Public Works Director has acquired a bid on a _____ Pickup Truck, as follows:

1. Truck from _____ for \$ _____
2. Truck from _____ for \$ _____

WHEREAS, the City regularly plows alleyways with an existing pickup and plow and said truck is in disrepair, based upon age and past use, and

WHEREAS, the council finds the proposed equipment and pricing to be appropriate and, therefore, finds that the equipment as indicated and as recommended by the Public Works Director for purchase should be approved for purchase.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the purchase of the _____ Truck from _____ for \$ _____.

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 6th day of July, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

City Council Meeting Prep. Date: 6/17/21 Preparer: Russell Farnum		Agenda Item: # 3 Agenda Date: 07/06/2021
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Communication Page

Agenda Items Description: Proposed Amendment to Sign Ordinance (Chapter 180, Municipal Code)

<u>Type of Action Requested:</u> Motion; Resolution; Ordinance ; Report; Public Hearing; Closed Session								
<u>Attachments & Enclosures:</u> <table border="1" style="width: 100%;"> <tr><td>Ordinance</td></tr> <tr><td>Photos of Logo and Existing Sign</td></tr> <tr><td> </td></tr> </table>	Ordinance	Photos of Logo and Existing Sign		<u>Fiscal Impact:</u> <table border="1" style="width: 100%;"> <tr><td>Budget Line Item:</td></tr> <tr><td>Budget Summary:</td></tr> <tr><td>Expenditure:</td></tr> <tr><td>Revenue:</td></tr> </table>	Budget Line Item:	Budget Summary:	Expenditure:	Revenue:
Ordinance								
Photos of Logo and Existing Sign								
Budget Line Item:								
Budget Summary:								
Expenditure:								
Revenue:								

Synopsis: At the June 7 Council meeting, Council directed Staff to prepare an amendment to the Sign Ordinance to allow the proposed Mission Cup coffee shop to keep their pole sign. Council tabled the proposed amendment at the June 21 meeting due to concerns about other signs, and with a suggestion that the property be rezoned instead.

Background Information: This item was placed on the June 7 agenda for discussion by the Council. An excerpt from the minutes is below:

Jennifer Jones, owner of Mission Cup is renting the building at 338 South Main Street and is requesting to be allowed to upgrade existing pole sign instead of installing a monument sign that is required in the City Code. Council discussed if they wanted to allow her to use the pole sign, and if allowed, would need to change the City Code. Derek Lumsden, Jones County Economic Director stated in towns with historic downtowns that blade signs, either on building or extending out, helps promote both pedestrian and vehicle traffic. Wolken stated Mercycare would like to install a sign along Business Hwy 151 by Welter Drive, which is not allowed in the City Code also. Yeoman stated we want to promote businesses but want attractive signage. Jones stated that they would like to open by end of June. Farnum will work with Jones on signage options until Code is updated. Yeoman moved to direct City Staff to proceed as discussed to update City Code related to the request from Mission Cup to upgrade pole sign located at 338 South Main Street instead of installing a monument sign and to work with Jennifer Jones on the signage. Brighton seconded, roll call unanimous.

Currently, Chapter 180.02 of the Sign Ordinance states the following:

180.02 JURISDICTION.

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

Staff has prepared the accompanying amendment to the sign ordinance to fulfill Council direction, with some recommendations intended to maintain the intent of eventually amortizing pole signs, particularly in the C-2 zoning district. As drafted, the City Council can approve an extension allowing a business to keep the sign for a specific period of time, but not more than five (5) years, provided:

1. The City has not previously provided the owner notice that the sign needs to be removed;
2. The business, if changing, will remain similar to or the same as the prior use of the property (e.g. restaurant, gas station, etc.);
3. The business owner is leasing, renting or otherwise does not have specific rights or control over the sign (except for changing the panels);
4. The sign will be removed or modified to meet the Sign Ordinance requirements prior to the expiration of the extension. If not, the City has the right to declare the nonconforming sign an abandoned sign and cause its removal pursuant to Chapter 180.28.

As far as rezoning the Mission Cup/Fancy Fritter property, it is currently zoned C-2 Central Business, which is appropriate for the location of the property and the current physical layout and characteristics of the building and other attributes. If the property were rezoned, the property would immediately become nonconforming due to setbacks that do not comply with the requirements of the C-1 or C-3 zoning districts.

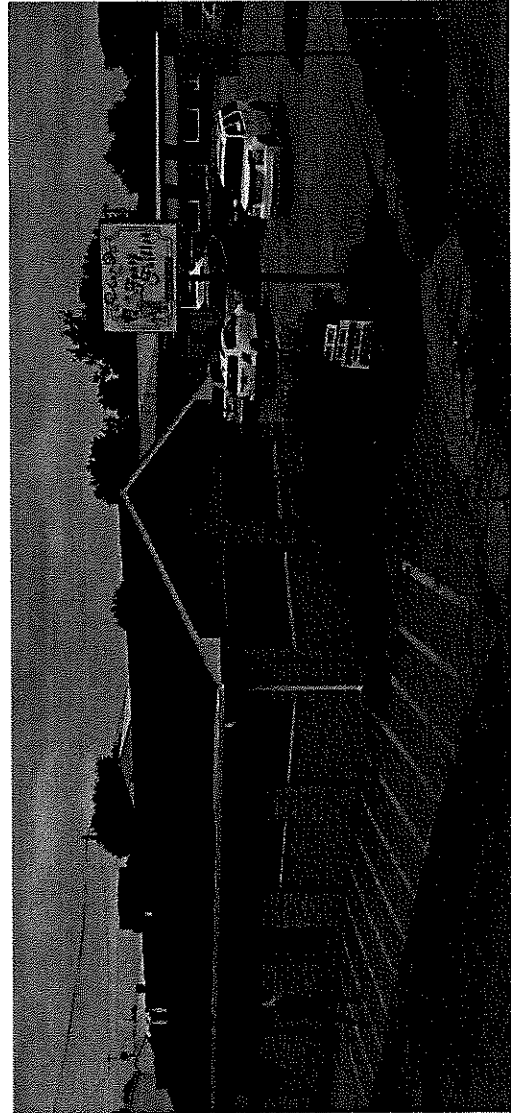
In addition, the sign amendment could be passed in as short of a timeframe as the Council wishes, whereas rezoning would require notice and a public hearing before the Planning and Zoning Commission and subsequent action by the Council that would delay this proposal at least a month.

The sign ordinance was drafted to eventually eliminate pole signs in favor of monument-style signs for the simple reason that monument signs are more visible, easier to read, and safer for drivers. Further, in a slower-speed environment, tall pole signs are not necessary to identify businesses as a higher-speed highway or freeway environment would require. Monument signs preserve a more human scale in the walkable downtown area.

Staff Recommendation:

Staff does not support amending the sign ordinance for this single request. Staff thinks the sign should be removed and/or altered to comply with the sign ordinance, as many other businesses have recently had to do.

However, if the Council is so inclined, approval of this Ordinance is recommended in order to maintain a narrow and specific guide for Council approval of cases such as this.



Ordinance #

**An Ordinance Amending the Code of Ordinances of the City of Monticello,
Iowa, by amending Provisions Pertaining to Chapter 180 "Signage Regulations"
Related to Nonconforming Signs**

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

SECTION 1. SECTION MODIFIED. Section 180.02 of the Code of Ordinances of the City of Monticello, Iowa, is repealed and the following adopted in lieu thereof:

180.02 JURISDICTION.

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

In cases of nonconforming pole signs in the C-2 zoning district, the City Council may approve an extension for an additional specific period of time, but not more than five (5) years, provided:

1. The City has not previously provided the property owner notice that the sign needs to be removed;
2. If there is a change in business, the new business will remain similar to or the same as the prior use of the property (e.g. restaurant, gas station, etc);
3. The business owner is leasing, renting or otherwise does not have specific rights or control over the nonconforming pole sign, except for changing the panels;
4. The sign will be removed or modified to meet the Sign Ordinance requirements prior to the expiration of the extension. If not, the City has the right to declare the nonconforming sign an abandoned sign and cause its removal pursuant to Chapter 180.28.

SECTION 4. 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 5. 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 ____th day of _____, 2021 and approved this __th day of _____, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance # ___ was published in the Monticello Express on the ___rd day of ____, 2021.

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 7/01/2021
Preparer: Sally Hinrichsen



Agenda Item: # 4
Agenda Date: 07/06/2021

Communication Page

Agenda Items Description: Ordinance amending the Code of Ordinances of The City of Monticello, Iowa, By Amending Provisions Pertaining to "Floodplain Management"

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

Attachments & Enclosures:

Proposed Ordinance

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis FEMA mailed a letter to your community stating the new Jones County FIRMs have been finalized and will become effective on November 19, 2021. Among other things, the letter instructs the City to update its flood plain ordinance to ensure it is fully compliant with the regulations of the National Flood Insurance Program (NFIP) and to reference the new effective date of the maps.

Background Information:

The City of Monticello has participated in the NFIP since 1974. In order to remain in good standing with the program, FEMA is requiring the City to update its flood plain management ordinance prior to November 19, 2021, to ensure full compliance with the NFIP's regulations. Failure to do so will result in suspension from the NFIP.

The DNR has recently updated their model flood plain management ordinance to align its regulations more closely with the flood plain management criteria of the State of Iowa and FEMA. To ensure all the FEMA required updates get included, we recommend communities repeal the existing ordinance and replace it with the new template. I sent them a copy of our current ordinance

After sending the proposed ordinance changing the map information along with a copy of our current ordinance, Ken Bourma, with Iowa DNR sent the following response:

Hi Sally,

Unfortunately, that simple amendment won't cover off everything that needs to be updated. I'm assuming the City codified its codebook recently and got an early version of our updated

floodplain ordinance template. In the last year or so, FEMA has requested some additional changes to meet their requirements.

I've attached a version of our latest template customized to what Monticello already has on the books, but with all the required updates highlighted in yellow. You'll find them throughout the template and see most of them are very simple language changes, like 'development' instead of 'use'. There's a few more words inserted here and there so the regulations apply to things they are supposed to as well. The biggest change is the splitting of the current subsection 160.07(2)(D)(3) into two separate subsections to better clarify the requirements. And, finally, the map reference section is updated with the correct panel numbers and date.

We've typically been recommending communities rescind their current ordinance and replace it with the new template to ensure all the required changes are incorporated, since an amendment document would get unwieldy. But I'll leave it up to you if you think you can capture these highlight changes in an amendment page. Either way is fine with me, we just need to be sure they all get in.

I'm happy to review any drafts before they go before the Council for a vote, that way we can make sure we have everything in place from the get go. If you have any questions about any of the changes or the process moving forward, please don't hesitate to reach out.

Thank you,
Ken

Jason at IDNR has completed the review of the ordinance language and has approved it.

Staff Recommendation: Staff recommends that the Council approve the Ordinance amending the Code of Ordinances of The City of Monticello, Iowa, By Amending Provisions Pertaining to "Floodplain Management"

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MONTICELLO, IOWA, BY AMENDING PROVISIONS PERTAINING TO FLOODPLAIN MANAGEMENT

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

SECTION 1. SECTION MODIFIED. Chapter 160 of the Code of Ordinances of the City of Monticello, Iowa, is repealed and the following adopted in lieu thereof:

CHAPTER 160

FLOODPLAIN MANAGEMENT

160.01 Definitions	160.08 General Floodplain (Overlay) District FP
160.02 Statutory Authority, Findings of Fact and Purpose	160.09 Reserved
160.03 General Provisions	160.10 Establishment of Appeal and Variance Procedures
160.04 Administration	160.11 Nonconforming Uses
160.05 Establishment of Zoning (Overlay) Districts	160.12 Penalties for Violation
160.06 Floodway (Overlay) District (FW)	160.13 Amendments
160.07 Floodway Fringe (Overlay) District FF	

160.01 DEFINITIONS. Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

1. "Appurtenant structure" means a structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure
2. "Base flood" means the flood having one percent chance of being equaled or exceeded in any given year and is also commonly referred to as the "100-year flood."
3. "Base flood elevation" (BFE) means the elevation floodwaters would reach at a particular site during the occurrence of a base flood event.
4. "Basement" means any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Also see "lowest floor."
5. "Development" means any man-made change to improved or unimproved real estate, including (but not limited to) buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials. "Development" does not include minor projects or routine maintenance of existing buildings and facilities, as defined in this section. It also does not include gardening, plowing, and similar practices that do not involve filling or grading.
6. "Enclosed area below lowest floor" means the floor of the lowest enclosed area in a building when all the following criteria are met:
 - A. The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of Subsection 160.07(2)(D)(1) of this chapter.

- B. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking, or storage.
 - C. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one foot above the base flood elevation.
 - D. The enclosed area is not a basement as defined in this section.
7. "Existing construction" means any structure for which the start of construction commenced before the effective date of the first floodplain management regulations adopted by the community.
8. "Existing factory-built home park or subdivision" means a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.
9. "Expansion of existing factory-built home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
10. "Factory-built home" means any structure, designed for residential use which is wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this chapter, factory-built homes include mobile homes, manufactured homes, and modular homes; and also include recreational vehicles which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.
11. "Factory-built home park" means a parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.
12. "Five Hundred (500)-year flood" means a flood, the magnitude of which has a two-tenths percent chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every 500 years.
13. "Flood" means a general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.
14. "Flood insurance rate map" (FIRM) means the official map prepared as part of (but published separately from) the Flood Insurance Study which delineates both the flood hazard areas and the risk premium zones applicable to the community.
15. "Flood insurance study" (FIS) means a report published by FEMA for a community issued along with the community's Flood Insurance Rate Maps. The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRM.
16. "Floodplain" means any land area susceptible to being inundated by water as a result of a flood.
17. "Floodplain management" means an overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplains, including (but not limited to) emergency preparedness plans, flood control works, floodproofing and floodplain management regulations.

18. "Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures, including utility and sanitary facilities, which will reduce or eliminate flood damage to such structures.
19. "Floodway" means the channel of a river or stream and those portions of the floodplains adjoining the channel, which are reasonably required to carry and discharge flood waters or flood flows so that confinement of flood flows to the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one foot.
20. "Floodway fringe" means those portions of the Special Flood Hazard Area outside the floodway.
21. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
22. "Historic structure" means any structure that is:
 - A. Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register.
 - B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district.
 - C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior.
 - D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (i) by an approved State program as determined by the Secretary of the Interior; or (ii) directly by the Secretary of the Interior in states without approved programs.
23. "Lowest floor" means the floor of the lowest enclosed area in a building including a basement except when the criteria listed in the definition of enclosed area below lowest floor in Subsection 160.01(6) are met.
24. "Maximum damage potential development" means hospitals and like institutions; buildings or building complexes containing documents, data, or instruments of great public value; buildings or building complexes containing materials dangerous to the public or fuel storage facilities; power installations needed in emergency or other buildings or building complexes similar in nature or use.
25. "Minor projects" means small development activities (except for filling, grading, and excavating) valued at less than \$500.00.
26. "New construction" (new buildings, factory-built home parks, accessory structures) means those structures or development for which the start of construction commenced on or after the effective date of the first floodplain management regulations adopted by the community.
27. "New factory-built home park or subdivision" means a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the effective date of the first floodplain management regulations adopted by the community.
28. "Recreational vehicle" means a vehicle which is:

- A. Built on a single chassis.
- B. Four hundred (400) square feet or less when measured at the largest horizontal projection.
- C. Designed to be self-propelled or permanently towable by a light duty truck.
- D. Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

29. "Routine maintenance of existing buildings and facilities" means repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs include:

- A. Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding.
- B. Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- C. Basement sealing.
- D. Repairing or replacing damaged or broken window panes.
- E. Repairing plumbing systems, electrical systems, heating or air conditioning systems, and repairing wells or septic systems.

30. "Special flood hazard area" (SFHA) means the land within a community subject to the base flood. This land is identified on the community's Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR, and/or A99.

31. "Start of construction" includes substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date. The actual start means either the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

32. "Structure" means anything constructed or erected on the ground or attached to the ground, including (but not limited to) buildings, factories, sheds, cabins, factory-built homes, storage tanks, grain storage facilities, and/or other similar uses.

33. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair. Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair.

34. "Substantial improvement" means any improvement to a structure which satisfies either of the following criteria:

A. Any repair, reconstruction or improvement of a structure taking place during a 10-year period, the cumulative cost of which, equals or exceeds 50 percent of the market value of the structure either: (i) before the start of construction of the first improvement of the structure; or (ii) if the structure has been substantially damaged and is being restored, before the damage occurred. The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions. The term also does not include any alteration of a historic structure, provided the alteration will not preclude the structure's designation as a historic structure.

B. Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed after the effective date of the first floodplain management regulations adopted by the community shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.

35. "Variance" means a grant of relief by a community from the terms of the floodplain management regulations.

36. "Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

160.02 STATUTORY AUTHORITY, FINDINGS OF FACT AND PURPOSE.

1. The Legislature of the State of Iowa has in Chapter 414, *Code of Iowa*, as amended, delegated the power to cities to enact zoning regulations to secure safety from flood and to promote health and the general welfare.

2. Findings of Fact.

A. The flood hazard areas of the City are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base all of which adversely affect the public health, safety, and general welfare of the community.

B. These flood losses, hazards, and related adverse effects are caused by: (i) the occupancy of flood hazard areas by uses vulnerable to flood damages which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flooding; and (ii) the cumulative effect of obstructions on the floodplain causing increases in flood heights and velocities.

C. This chapter relies upon engineering methodology for analyzing flood hazards which is consistent with the standards established by the Department of Natural Resources.

3. Statement of Purpose. It is the purpose of this chapter to protect and preserve the rights, privileges, and property of the City and its residents and to preserve and improve the peace, safety, health, welfare, and comfort and convenience of its residents by minimizing those flood losses described in Paragraph 2(A) of this section with provisions designed to:

A. Reserve sufficient floodplain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially.

- B. Restrict or prohibit uses which are dangerous to health, safety, or property in times of flood or which cause excessive increases in flood heights or velocities.
- C. Require that uses vulnerable to floods, including public facilities which serve such uses, be protected against flood damage at the time of initial construction or substantial improvement.
- D. Protect individuals from buying lands which may not be suited for intended purposes because of flood hazard.
- E. Assure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.

160.03 GENERAL PROVISIONS.

1. **Lands to Which Chapter Applies.** The provisions of this chapter shall apply to all lands within the jurisdiction of the City shown on the Official Floodplain Zoning Map as being within the boundaries of the Floodway, Floodway Fringe, General Floodplain, and Shallow Flooding (Overlay) Districts, as established in this section.
2. **Establishment of Official Floodplain Zoning Map.** The Flood Insurance Rate Maps (FIRM) for Jones County and Incorporated Areas, City of Monticello, Panels 19105C0039G, 19105C0043G, 19105C0127G, 19105C0129F, 19105C0131G, 19105C0133F, and 19105C0150G, dated November 19, 2021, which were prepared as part of the Flood Insurance Study for Jones County are hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The Jones County Flood Insurance Study is hereby adopted by reference and is made a part of this chapter for the purpose of administering floodplain management regulations. The flood profiles and all explanatory material contained with the Flood Insurance Study are also declared to be a part of this chapter.
3. **Rules for Interpretation of District Boundaries.** The boundaries of the zoning district areas shall be determined by scaling distances on the Official Floodplain Zoning Map. When an interpretation is needed as to the exact location of a boundary, the Floodplain Administrator shall make the necessary interpretation. The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this chapter.
4. **Compliance.** No structure or land shall hereafter be used, and no structure shall be located, extended, converted, or structurally altered, without full compliance with the terms of this chapter and other applicable regulations which apply to uses within the jurisdiction of this chapter.
5. **Abrogation and Greater Restrictions.** It is not intended by this chapter to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter imposes greater restrictions, the provision of this chapter shall prevail. All other ordinances inconsistent with this chapter are hereby repealed to the extent of the inconsistency only.
6. **Interpretation.** In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State statutes.
7. **Warning and Disclaimer of Liability.** The standards required by this chapter are considered reasonable for regulatory purposes. This chapter does not imply that areas outside the designated Floodplain (Overlay) District areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the City, or any officer or employee thereof, for any flood damages that result from reliance on this chapter or on any administrative decision lawfully made thereunder.

8. Severability. If any section, clause, provision, or portion of this chapter is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this chapter shall not be affected thereby.

160.04 ADMINISTRATION.

1. Appointment, Duties and Responsibilities of Local Official. The City Administrator is hereby appointed to implement and administer the provisions of this chapter and will herein be referred to as the Floodplain Administrator. Duties and responsibilities of the Floodplain Administrator shall include (but not necessarily be limited to) the following:

A. Review all floodplain development permit applications to assure that the provisions of this chapter will be satisfied.

B. Review floodplain development applications to assure that all necessary permits have been obtained from federal, State, and local governmental agencies including approval when required from the Department of Natural Resources for floodplain construction.

C. Record and maintain a record of: (i) the elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of all new or substantially improved structures; or (ii) the elevation to which new or substantially improved structures have been floodproofed.

D. Notify adjacent communities/counties and the Department of Natural Resources prior to any proposed alteration or relocation of a watercourse and submit evidence of such notifications to the Federal Emergency Management Agency.

E. Keep a record of all permits, appeals, and such other transactions and correspondence pertaining to the administration of this chapter.

F. Submit to the Federal Insurance Administration an annual report concerning the community's participation, utilizing the annual report form supplied by the Federal Insurance Administration.

G. Notify the Federal Insurance Administration of any annexations or modifications to the community's boundaries.

H. Review subdivision proposals to ensure such proposals are consistent with the purpose of this chapter and advise the Board of Adjustment of potential conflict.

I. Maintain the accuracy of the community's Flood Insurance Rate Maps when:

(1) Development placed within the Floodway (Overlay) District results in any of the following:

a. An increase in the base flood elevations; or

b. Alteration to the floodway boundary.

(2) Development placed in Zones A, AE, AH, and A1-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation; or

(3) Development relocates or alters the channel.

Within six months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.

J. Perform site inspections to ensure compliance with the standards of this chapter.

K. Forward all requests for variances to the Board of Adjustment for consideration. Ensure all requests include the information ordinarily submitted with applications as well as any additional information deemed necessary to the Board of Adjustment.

2. Floodplain Development Permit.

A. Permit Required. A Floodplain Development Permit issued by the Floodplain Administrator shall be secured prior to any floodplain development (any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, filling, grading, paving, storage of materials and equipment, excavation, or drilling operations), including the placement of factory-built homes.

B. Application for Permit. Application shall be made on forms furnished by the Floodplain Administrator and shall include the following:

- (1) Description of the work to be covered by the permit for which application is to be made.
- (2) Description of the land on which the proposed work is to be done (e.g., lot, block, track, street address or similar description) that will readily identify and locate the work to be done.
- (3) Location and dimensions of all structures and additions.
- (4) Indication of the use or occupancy for which the proposed work is intended.
- (5) Elevation of the base flood.
- (6) Elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of structure or of the level to which a structure is to be floodproofed.
- (7) For structures being improved or rebuilt, the estimated cost of improvements and market value of the structure prior to the improvements.
- (8) Such other information as the Floodplain Administrator deems reasonably necessary (e.g., drawings or a site plan) for the purpose of this chapter.

C. Action on Permit Application. The Floodplain Administrator shall, within a reasonable time, determine whether the proposed floodplain development meets the applicable standards of this chapter and shall approve or disapprove the application. For disapprovals, the applicant shall be informed, in writing, of the specific reasons therefor. The Floodplain Administrator shall not issue permits for variances except as directed by the Board of Adjustment.

D. Construction and Use to Be as Provided in Application and Plans. Floodplain development permits based on the basis of approved plans and applications authorize only the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement, or construction. Any use, arrangement, or construction at variance with that authorized shall be deemed a violation of this chapter. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the State of Iowa, that the finished fill, structure floor elevations, floodproofing, or other flood protection measures were accomplished in compliance with the provisions of this chapter, prior to the use or occupancy of any structure.

160.05 ESTABLISHMENT OF ZONING (OVERLAY) DISTRICTS. The floodplain areas within the jurisdiction of this chapter are hereby divided into the following districts:

1. Floodway (Overlay) District (FW) – those areas identified as Floodway on the Official Floodplain Zoning Map.
2. Floodway Fringe (Overlay) District (FF) – those areas identified as Zone AE on the Official Floodplain Zoning Map but excluding those areas identified as Floodway.
3. General Floodplain (Overlay) District (GF) – those areas identified as Zone A on the Official Floodplain Zoning Map.

The boundaries shall be as shown on the Official Floodplain Zoning Map. Within these districts, all uses not allowed as permitted uses are prohibited unless a variance to the terms of this chapter is granted after due consideration by the Board of Adjustment.

160.06 FLOODWAY (OVERLAY) DISTRICT (FW).

1. Permitted Uses. All development within the Floodway District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet applicable performance standards of the Floodway District.
2. Performance Standards. All Floodway District uses allowed as a permitted use shall meet the following standards.
 - A. No development shall be permitted in the Floodway District that would result in any increase in the base flood elevation. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
 - B. All development within the Floodway District shall:
 - (1) Be consistent with the need to minimize flood damage.
 - (2) Use construction methods and practices that will minimize flood damage.
 - (3) Use construction materials and utility equipment that are resistant to flood damage.
 - C. No development shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch, or any other drainage facility or system.
 - D. Structures, buildings, recreational vehicles, and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the Floodway Fringe District, and shall be constructed or aligned to present the minimum possible resistance to flood flows.
 - E. Structures, if permitted, shall have a low flood damage potential and shall not be for human habitation.
 - F. Storage of materials or equipment that are buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the Floodway District within the time available after flood warning.
 - G. Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Department of Natural Resources.
 - H. Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.

I. Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.

160.07 FLOODWAY FRINGE (OVERLAY) DISTRICT FF.

1. Permitted Uses.

A. All development within the Floodway Fringe District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet applicable performance standards of the Floodway Fringe District.

B. Any development which involves placement of structures, factory built homes, fill or other obstructions, storage of materials or equipment, excavation or alteration of a watercourse shall be reviewed by the Department of Natural Resources to determine whether the land involved is either wholly or partly within the floodway. The applicant shall be responsible for providing the Department of Natural Resources with sufficient technical information to make the determination.

2. Performance Standards. All development must be consistent with the need to minimize flood damage and meet the following applicable performance standards. Where base flood elevation data has not been provided on the Flood Insurance Rate Map, the Iowa Department of Natural Resources shall be contacted to compute such data. Until a regulatory floodway is designated, no development may increase the base flood elevation more than one foot. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determination.

A. All development shall:

- (1) Be designed and adequately anchored to prevent flotation, collapse, or lateral movement.
- (2) Use construction methods and practices that will minimize flood damage.
- (3) Use construction materials and utility equipment that are resistant to flood damage.

B. Residential Structures. All new or substantially improved residential structures shall have the lowest floor, including basement, elevated a minimum of one foot above the base flood elevation. Construction shall be upon compacted fill which shall, at all points, be no lower than one foot above the base flood elevation and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating (such as piers or extended foundations) may be allowed, subject to favorable consideration by the Board of Adjustment, where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding. All new residential structures located in areas that would become isolated due to flooding of surrounding ground shall be provided with a means of access that will be passable by wheeled vehicles during the base flood. However, this criterion shall not apply where the Floodplain Administrator determines there is sufficient flood warning time for the protection of life and property. When estimating flood warning time, consideration shall be given to the criteria listed in 567-75.2(3), Iowa Administrative Code.

C. Nonresidential Structures. All new or substantially improved nonresidential structures shall have the lowest floor (including basement) elevated a minimum of one foot above the base flood elevation, or together with attendant utility and sanitary systems, be

floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood; and that the structure, below the base flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Floodplain Administrator.

D. All New and Substantially Improved Structures.

(1) Fully enclosed areas below the lowest floor (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:

- a. A minimum of two openings, with positioning on at least two walls, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- b. The bottom of all openings shall be no higher than one foot above grade.
- c. Openings may be equipped with screens, louvers, valves, or other coverings or devices, provided they permit the automatic entry and exit of floodwaters.

Such areas shall be used solely for parking of vehicles, building access, and low damage potential storage.

(2) New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

(3) New and substantially improved structures shall be constructed with electric meter, electrical service panel box, hot water heater, heating, air conditioning, ventilation equipment (including ductwork), and other similar machinery and equipment elevated (or, in the case of non-residential structures, optionally floodproofed to) a minimum of one foot above the base flood elevation.

(4) New and substantially improved structures shall be constructed with plumbing, gas lines, water meters, gas meters, and other similar service utilities either elevated (or in the case of non-residential structures, optionally floodproofed to) a minimum of one foot above the base flood elevation or designed to be watertight and withstand inundation to such a level.

E. Factory-Built Homes.

(1) All factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one foot above the base flood elevation.

(2) All factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral

movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. Anchorage systems may include, but are not limited to, use of over-the-top or frame ties to ground anchors as required by the *State Building Code*.

F. Utility and Sanitary Systems.

(1) On-site waste disposal and water supply systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.

(2) All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system as well as the discharge of effluent into flood waters. Wastewater treatment facilities (other than on-site systems) shall be provided with a level of flood protection equal to or greater than one foot above the base flood elevation.

(3) New or replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system. Water supply treatment facilities (other than on-site systems) shall be provided with a level of protection equal to or greater than one foot above the base flood elevation.

(4) Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.

G. Storage of Equipment and Materials. Storage of equipment and materials that are flammable, explosive, or injurious to human, animal, or plant life is prohibited unless elevated a minimum of one foot above the base flood elevation. Other material and equipment must either be similarly elevated or: (i) not subject to major flood damage and anchored to prevent movement due to flood waters; or (ii) readily removable from the area within the time available after flood warning.

H. Flood Control Structures. Flood control structural works such as levees, flood walls, etc. shall provide, at a minimum, protection from the base flood with a minimum of three feet of design freeboard and shall provide for adequate interior drainage. In addition, the Department of Natural Resources shall approve structural flood control works.

I. Watercourse Alterations. Watercourse alterations or relocations must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, the Department of Natural Resources must approve such alterations or relocations.

J. Subdivision. Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards of this chapter. Subdivision proposals intended for residential use shall provide all lots with a means of access which will be passable by wheeled vehicles during the base flood. Proposals for subdivisions greater than five acres or 50 lots (whichever is less) shall include base flood elevation data for those areas located within the Floodplain (Overlay) District.

K. Accessory Structures to Residential Uses.

(1) Detached garages, sheds, and similar structures that are incidental to a residential use are exempt from the base flood elevation requirements where the following criteria are satisfied:

a. The structure shall be designed to have low flood damage potential. Its size shall not exceed 600 square feet in size. Those portions of the structure located less than one foot above the base flood elevation must be constructed of flood-resistant materials.

b. The structure shall be used solely for low flood damage potential purposes such as vehicle parking and limited storage. The structure shall not be used for human habitation.

c. The structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters.

d. The structure shall be firmly anchored to resist flotation, collapse, and lateral movement.

e. The structure's service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least one foot above the base flood elevation.

f. The structure's walls shall include openings that satisfy the provisions of Paragraph D(1) of this subsection.

(2) Exemption from the base flood elevation requirements for such a structure may result in increased premium rates for flood insurance coverage of the structure and its contents.

L. **Recreational Vehicles.** Recreational vehicles are exempt from the requirements of Paragraph E of this subsection regarding anchoring and elevation of factory-built homes when the following criteria are satisfied.

(1) The recreational vehicle shall be located on the site for less than 180 consecutive days, and

(2) The recreational vehicle must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system and is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

Recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use must satisfy requirements of Paragraph E of this subsection regarding anchoring and elevation of factory-built homes.

M. **Pipeline Crossings.** Pipeline river and stream crossings shall be buried in the streambed and banks, or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering.

N. **Maximum Damage Potential Development.** All new or substantially improved maximum damage potential development shall have the lowest floor (including basement) elevated a minimum of one foot above the elevation of the 500-year flood, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood; and that the structure, below the base flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Floodplain Administrator. Where a two-tenths

percent chance flood elevation data has not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determinations.

160.08 GENERAL FLOODPLAIN (OVERLAY) DISTRICT FP.

1. Permitted Uses.

A. All development within the General Floodplain District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet the applicable performance standards of the General Floodplain District.

B. Any development which involves placement of structures, factory-built homes, fill or other obstructions, storage of materials or equipment, excavation or alteration of a watercourse shall be reviewed by the Department of Natural Resources to determine: (i) whether the land involved is either wholly or partly within the floodway or floodway fringe; and (ii) the base flood elevation. The applicant shall be responsible for providing the Department of Natural Resources with sufficient technical information to make the determination.

C. Review by the Iowa Department of Natural Resources is not required for the proposed construction of new or replacement bridges or culverts where:

(1) The bridge or culvert is located on a stream that drains less than two square miles, and

(2) The bridge or culvert is not associated with a channel modification that constitutes a channel change as specified in 567-71.2(2b), Iowa Administrative Code.

2. Performance Standards.

A. All development, or portions thereof, to be located in the floodway as determined by the Department of Natural Resources shall meet the applicable provisions and standards of the Floodway (Overlay) District (Section 160.06).

B. All development, or portions thereof, to be located in the floodway fringe as determined by the Department of Natural Resources shall meet the applicable provisions and standards of the Floodway Fringe (Overlay) District (Section 160.07).

160.09 RESERVED.

160.10 ESTABLISHMENT OF APPEAL AND VARIANCE PROCEDURES. The Board of Adjustment, hereinafter referred to as the Board, shall hear and decide: (i) appeals; and (ii) requests for variances to the provisions of this chapter, and shall take any other action which is required of the Board.

1. Appeals. Where it is alleged that there is any error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this chapter, the aggrieved party may appeal such action. The notice of appeal shall be filed with the Board and with the official from whom the appeal is taken and shall set forth the specific reason for the appeal. The official from whom the appeal is taken shall transmit to the Board all the documents constituting the record upon which the action appealed from was taken.

2. Variance. The Board may authorize upon request in specific cases such variances from the terms of this chapter that will not be contrary to the public interest where, owing to special

conditions, a literal enforcement of the provisions of this chapter will result in unnecessary hardship. Variances granted must meet the following applicable standards.

A. Variances shall only be granted upon: (i) a showing of good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and (iii) a determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local codes or ordinances.

B. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood would result. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

C. Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

D. In cases where the variance involves a lower level of flood protection for structures than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the Floodplain Administrator that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage; and (ii) such construction increases risks to life and property.

E. All variances granted shall have the concurrence or approval of the Department of Natural Resources.

3. Hearings and Decisions of the Board.

A. Hearings. Upon the filing with the Board of an appeal or a request for a variance, the Board shall hold a public hearing. The Board shall fix a reasonable time for the hearing and give public notice thereof, as well as due notice to parties in interest. At the hearing, any party may appear in person or by agent or attorney and present written or oral evidence. The Board may require the appellant or applicant to provide such information as is reasonably deemed necessary and may request the technical assistance and/or evaluation of a professional engineer or other expert person or agency, including the Department of Natural Resources.

B. Decisions. The Board shall arrive at a decision on an appeal or variance within a reasonable time. In passing upon an appeal, the Board may, so long as such action is in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall make its decision, in writing, setting forth the findings of fact and the reasons for its decision. In granting a variance, the Board shall consider such factors as contained in this section and all other relevant sections of this chapter and may prescribe such conditions as contained in Subparagraph (2) of this paragraph.

(1) Factors Upon Which the Decision of the Board Shall Be Based. In passing upon applications for variances, the Board shall consider all relevant factors specified in other sections of this chapter and:

a. The danger to life and property due to increased flood heights or velocities caused by encroachments.

b. The danger that materials may be swept on to other land or downstream to the injury of others.

- c. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination, and unsanitary conditions.
- d. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
- e. The importance of the services provided by the proposed facility to the City.
- f. The requirements of the facility for a floodplain location.
- g. The availability of alternative locations not subject to flooding for the proposed use.
- h. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
- i. The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
- j. The safety of access to the property in times of flood for ordinary and emergency vehicles.
- k. The expected heights, velocity, duration, rate of rise and sediment transport of the flood water expected at the site.
- l. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities (sewer, gas, electrical, and water systems), facilities, streets, and bridges.
- m. Such other factors which are relevant to the purpose of this chapter.

(2) Conditions Attached to Variances. Upon consideration of the factors listed above, the Board may attach such conditions to the granting of variances as it deems necessary to further the purpose of this chapter. Such conditions may include, but not necessarily be limited to:

- a. Modification of waste disposal and water supply facilities.
- b. Limitation of periods of use and operation.
- c. Imposition of operational controls, sureties, and deed restrictions.
- d. Requirements for construction of channel modifications, dikes, levees, and other protective measures, provided such are approved by the Department of Natural Resources and are deemed the only practical alternative to achieving the purpose of this chapter.
- e. Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The Board shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.

4. Appeals to the Court. Any person or persons, jointly or severally, aggrieved by any decision of the Board may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty days after the filing of the decision in the office of the Board.

160.11 NONCONFORMING USES.

1. A structure or the use of a structure or premises which was lawful before the passage or amendment of the ordinance codified in this chapter, but which is not in conformity with the provisions of this chapter, may be continued subject to the following conditions:

A. If such use is discontinued for six consecutive months, any future use of the building premises shall conform to this chapter.

B. Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.

2. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50 percent of the market value of the structure before the damage occurred, unless it is reconstructed in conformity with the provisions of this chapter. This limitation does not include the cost of any alteration to comply with existing State or local health, sanitary, building, or safety codes or regulations, or the cost of any alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation

Except as provided in Subsection 1(B) of this section, any use which has been permitted as a variance shall be considered a conforming use.

160.12 PENALTIES FOR VIOLATION. Violations of the provisions of this chapter or failure to comply with any of the requirements (including violations of conditions and safeguards established in connection with grants of variances) shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500.00 or imprisoned for not more than 30 days. Each day such violation continues shall be considered a separate offense. Nothing herein contained prevent the City from taking such other lawful action as is necessary to prevent or remedy violation.

160.13 AMENDMENTS. The regulations and standards set forth in this chapter may from time to time be amended, supplemented, changed, or repealed. No amendment, supplement, change, or modification shall be undertaken without prior approval of the Department of Natural Resources.

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 _____, 20____, and approved this ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____,
20__.

City Clerk

City Council Meeting
 Prep. Date: 6/25/2021
 Preparer: Sally Hinrichsen



Agenda Item: # 5
 Agenda Date: 07/06/2021

Communication Page

Agenda Items Description: Ordinance amending the Code of Ordinances of The City of Monticello, Iowa, By Amending Provisions Pertaining to “Liquor Licenses and Wine and Beer Permits” related to “Prohibited Sales and Acts”

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

Attachments & Enclosures:

Proposed Ordinance

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: HF384, changes several items that affect Iowa Code Chapter 123. One item included the hour of sales, which changes affects City Code 120.05, Subsection 2

Background Information:

Current section of City Code reads as follows:

120.05 PROHIBITED SALES AND ACTS.

A person holding a liquor license or retail wine or beer permit and the person's agents or employees shall not do any of the following:

2. Sell or dispense any alcoholic beverage on the premises covered by the license or permit, or permit its consumption thereon between the hours of 2:00 a.m. and 6:00 a.m. on a weekday, and between the hours of 2:00 a.m. on Sunday and 6:00 a.m. on the following Monday; however, a holder of a liquor control license or retail wine or beer permit granted the privilege of selling alcoholic liquor, wine, or beer on Sunday may sell or dispense alcoholic liquor, wine, or beer between the hours of 8:00 a.m. on Sunday and 2:00 a.m. of the following Monday, and further provided that a holder of any class of liquor control license or the holder of a class "B" beer permit may sell or dispense alcoholic liquor, wine, or beer for consumption on the premises between the hours of 8:00 a.m. on Sunday and 2:00 a.m. on Monday when that Monday is New Year's Day and beer for consumption off the premises between the hours of 8:00 a.m. on Sunday and 2:00 a.m. on the following Monday when that Sunday is the day before New Year's Day.

(Code of Iowa, Sec. 123.49[2b] & 123.150)

On June 8, 2021, the Governor signed a number of changes into law that affect Iowa Code Chapter 123, effective Thursday, July 1, 2021.

HF384 – ALCOHOLIC BEVERAGE CONTROL

House File 384 addresses alcoholic beverage control concerning class “C” liquor control licenses, hours of sale of alcoholic beverages on Sunday, and the delivery of certain alcoholic beverages.

Hours of Sale

- The sale of alcohol on Sunday can now begin at 6:00 a.m. The hours during which alcoholic beverages may be legally sold and served are now Monday through Sunday 6:00 a.m. to 2:00 a.m.

Staff Recommendation: Staff recommends that the Council approve the Ordinance amending the Code of Ordinances of The City of Monticello, Iowa, By Amending provisions pertaining to Section 120.05, Subsection 2 “Prohibited Sales and Acts”, with all three readings, as the law went into effect on July 1, 2021.

ORDINANCE NO.

An Ordinance amending the Code of Ordinances of the City of Monticello, Iowa, by amending Provisions Pertaining to "Liquor Licenses and Wine and Beer Permits" related to "Prohibited Sales and Acts"

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

SECTION 1. SECTION MODIFIED. Section 120.05, Subsection 2, of the Code of Ordinances of the City of Monticello, Iowa, is repealed and the following adopted in lieu thereof:

2. Sell or dispense any alcoholic beverage on the premises covered by the license or permit, or permit its consumption thereon between the hours of 2:00 a.m. and 6:00 a.m. on a weekday, and between the hours of 2:00 a.m. on Sunday and 6:00 a.m. on the following Monday; however, a holder of a liquor control license or retail wine or beer permit granted the privilege of selling alcoholic liquor, wine, or beer on Sunday may sell or dispense alcoholic liquor, wine, or beer between the hours of 6:00 a.m. on Sunday and 2:00 a.m. of the following Monday, and further provided that a holder of any class of liquor control license or the holder of a class "B" beer permit may sell or dispense alcoholic liquor, wine, or beer for consumption on the premises between the hours of 6:00 a.m. on Sunday and 2:00 a.m. on Monday when that Monday is New Year's Day and beer for consumption off the premises between the hours of 6:00 a.m. on Sunday and 2:00 a.m. on the following Monday when that Sunday is the day before New Year's Day.

(Code of Iowa, Sec. 123.49[2b] & 123.150)

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.

1st reading passed by the Council on this _____ day of July, 2021.

2nd reading passed by the Council on this _____ day of _____, 2021.

3rd reading passed by the Council on this _____ day of _____, 2021.

Brain Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 6/30/21
Preparer: Russell Farnum



Agenda Item: # 6-8
Agenda Date: 07/06/2021

Communication Page

Agenda Items Description: Updating the water, sewer and storm water utility fees

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

Attachments & Enclosures:

(3) Ordinances

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Due to the construction of the City’s new wastewater treatment facility, the 6th Street Ditch improvements, and other anticipated future projects, the City must update its capital and user fees to cover appropriate bonds and begin building a capital fund for future maintenance and improvement projects.

Background Information:

PFM Financial Advisor Matt Stoffel gave a power point presentation on Sewer Plant Plan of Finance Discussion at the February 15 City Council meeting. Stoffel reviewed various options on how the City could finance the upgrades to the Sewer Treatment Plant. Options included using sewer revenue only and raising the sewer rates to cover the cost. Another option is funding the treatment plant partially with sewer revenue and partially with TIF or other debt service, which would keep sewer rates lower. Stoffel recommended setting sewer rates separately and not tied to the water rates. Stoffel has been working with the City’s Bonding Attorney John Danos and city staff with the SRF loan and future funding of the sewer plant upgrades.

In addition, city staff have been working on a funding plan for the 6th Street Ditch project. At the June Council work session on infrastructure projects, Council consensus was to update the City’s storm water utility fee, rather than ask for Special Assessments, to pay for the 6th St. Ditch project and other future storm water improvements.

In order to incorporate these necessary changes, the attached three ordinances make the following changes:

A. Updates to Chapter 92, Water Rates, keeps the existing water rates the same, but changes the flat monthly water/sewer equipment fee (#4, below), from fifty cents each to three dollars each (\$6.00 total). This is a small adjustment that will help begin to build a capital fund for future improvements.

92.02 RATES FOR SERVICE.

Water service shall be furnished at the following monthly rates within the City:

1. First 1,000 gallons used per month - \$6.17 (minimum bill).
2. Second to ninth 1,000 gallons used per month at \$4.00 per 1,000 gallons.
3. Tenth through infinity 1,000 gallons thereafter will be \$4.13 per 1,000 gallons.
4. A flat monthly water/sewer equipment replacement fee in the amount of 50 cents.

B. Updates to Chapter 99, Sewer Service Charges, eliminates the current sewer fee of 150% of the water fee, and creates a separate charge based upon consumption. For convenient billing, the proposed change keeps the same “splits” in use levels. The new fees are based upon the recommendations of PFM Financial Advisors.

The current code reads as follows:

99.01 SEWER SERVICE CHARGES REQUIRED.

Every customer shall pay to the City sewer service charges in the amount of 150 percent of the bill for water and water service attributable to the customer for the property served, rounded off to the nearest cent, as is accepted by general accounting practices.

The updated code changes the rate structure as follows:

Sewer Rate	(current *)	(proposed)
First 1000 gal	\$ 9.25	\$ 18.98
1001-9999 gal	\$ 6.00	\$ 12.30
10000+ gal	\$ 6.20	\$ 12.71

** current sewer rates calculated at 150% of water rates, proposed sewer rates would have a separate rate structure*

C. Updates to Chapter 100, Stormwater Drainage Utility, amends the current \$1 per month fee for residential units and \$2.50 per month fee for nonresidential units. The fee will adjust to \$3 per month for residential units and \$4.50 per month for nonresidential units. This is an adjustment across-the-board of \$2 per unit, whether residential, commercial, or industrial.

The current revenues generated by this fee are barely sufficient to pay for the USDA Financing for the 6th Street Ditch Project, which would tie up that complete revenue stream for 40 years. While staff is still considering more efficient financing options, it is best to update the fees to provide revenue for other storm projects throughout the community. This adjustment is based upon direction received at the June 21 work session.

It is further recommended that these fees go into effect starting September 1, 2021. The fees would then start appearing on water bills at the end of October, payable in November. In addition, a 2% minimum escalator per year should be added, to assure that the rates keep up with inflation.

Staff Recommendation:

These ordinances are drafted in accordance with the recommendations of the City's financial advisors and prior direction from the Council. There are a multitude of other methods to increase revenues that will pay for the necessary infrastructure. Should the Council wish for further analysis, action on these ordinances should be continued, and Staff should be directed to work with PFM to return with further evaluation of specific scenarios.

However, the cleanest and most transparent option is to collect user fees that are directly tied to the projects. For this reason, approval of the ordinances is recommended.

ORDINANCE NO. _____

An Ordinance amending the Code of Ordinances of the City of Monticello, Iowa, by amending Provisions Pertaining to "Water Service System" related to "Rates For Services".

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

SECTION 1. SECTION MODIFIED. Chapter 92, Section 02, paragraphs 1 thru 4, of the Code of Ordinances of the City of Monticello are repealed and the following adopted in lieu thereof:

92.02 RATES FOR SERVICE. Water service shall be furnished at the following monthly rates within the City:

1. Rates in effect from November 1, 2021 billing on:
 - A. First 1,000 gallons used per month at \$6.17 (minimum bill).
 - B. Second to ninth 1,000 gallons used per month at \$4.00 per 1,000 gallons.
 - C. Tenth through infinity 1,000 gallons thereafter will be \$4.13 per 1,000 gallons.
 - D. A flat monthly Water/Sewer Equipment Replacement fee in the amount of \$6.00

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 _____, 2021.

Brian R. Wolken, Mayor

ATTEST:

Sally Hinrichsen, City Clerk

I certify that the foregoing was published as Ordinance No. _____ the _____ day of _____, 2021.

Sally Hinrichsen, City Clerk

ORDINANCE NO. _____

An Ordinance amending the Code of Ordinances of the City of Monticello, Iowa, by Amending Provisions Pertaining to "Sewer Service Charges", Related to "Sewer Service Charges Required"

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

SECTION 1. SECTION MODIFIED. Chapter 99, Section 01, of the Code of Ordinances of the City of Monticello are repealed and the following adopted in lieu thereof:

99.01 SEWER SERVICE CHARGES REQUIRED. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system based upon the amount of water consumed at the following monthly rates of within the City:

1. Rates in effect from November 1, 2021 billing on:
 - A. First 1,000 gallons used per month at \$18.98 (minimum bill).
 - B. Second to ninth 1,000 gallons used per month at \$12.30 per 1,000 gallons.
 - C. Tenth through infinity 1,000 gallons thereafter will be \$12.71 per 1,000 gallons.

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 _____, 2021.

Brian R. Wolken, Mayor

ATTEST:

Sally Hinrichsen, City Clerk

I certify that the foregoing was published as Ordinance No. _____ the _____ day of _____, 2021.

Sally Hinrichsen, City Clerk

ORDINANCE NO. _____

An Ordinance amending the Code of Ordinances of the City of Monticello, Iowa, by amending Provisions Pertaining to "Storm Water Drainage Utility", Related to "Rates"

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

SECTION 1. SECTION MODIFIED. Chapter 100, Section 04, of the Code of Ordinances of the City of Monticello, is repealed and the following adopted in lieu thereof:

100.04 RATES. Each user shall pay for storm and surface water drainage service provided by the City. The rates for the operation and maintenance of the storm water management facilities shall be collected by imposing a monthly rate on each "Unit". The rates/charges shall be billed as part of the User's combined service account. (*Combined Service Account* meaning a customer service account for the provision of two or more utility services.) The City may adopt rules, charges, rates, and fees for the use of the City's storm and surface water system and for services provided by the City related thereto. Such rules may include delinquency fees, interest charges and/or penalties. Such charges and fees shall be just and equitable based upon the actual costs of operation, maintenance, acquisition, extension and replacement of the City's Storm Water Management Facilities/Storm and Surface Water Drainage System(s), the costs of bond repayment, regulation, administration, and the services of the City. The rates for the foregoing functions shall be collected by imposing a monthly rate of three dollar (\$3.00) on every residential "unit", and four dollars and fifty cents (\$4.50) on every other, non-residential "unit".

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 _____, 2021.

Brian R. Wolken, Mayor

ATTEST:

Sally Hinrichsen, City Clerk

I certify that the foregoing was published as Ordinance No. ____ the ____ day of _____, 2021.

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 6/24/2021
Preparer: Sally Hinrichsen



Agenda Item: # 9-17
Agenda Date: 07/05/2021

Communication Page

Agenda Items Description: Reports

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Reports / Potential Actions:

1. City Engineer
2. Mayor
3. City Administrator
4. City Clerk
5. Public Works Director
6. Police Chief
7. Water/Wastewater Superintendent
8. Park and Recreation Director
9. Library Director