

# City of Monticello, Iowa

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Posted on December 29, 2022 at 4:00 p.m.

Monticello City Council Meeting January 3, 2023 @ 6:00 p.m.

Monticello Renaissance Center, 220 E. 1<sup>st</sup> Street, Monticello, Iowa

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

## **- 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

December 19, 2022

**Approval** of Payroll

December 29, 2022

**Approval** of Bill List

**Approval** of Dollar Fresh Alcohol License amendment

## **Resolutions:**

1. **Resolution** Designating the Monticello Express as the Official Publication Newspaper for City of Monticello
2. **Resolution** Approving Agreement for Communication Services Between Jones County, Jones County Sheriff, and City of Monticello

3. **Resolution** Requesting Abatement of accrued Property Taxes on property owned by the City of Monticello for public purposes within the city limits of the City of Monticello
4. **Resolution** Approving the Written Investment Policy applicable to all Funds of the City of Monticello, Iowa, as required by Chapters 12B and 12C of the Code of Iowa

**Motions:**

5. **Motion** to appoint a representative of the City to sit on the Jones County Economic Development Board of Directors
6. **Motion** to authorize City Staff to submit Volunteer Iowa application for city volunteer engagement initiative

**Ordinances:**

7. **Ordinance #757** amending the Monticello Code of Ordinances, by amending provisions pertaining to Chapter 165 “ZONING REGULATIONS”. (3<sup>rd</sup> and final reading)
8. **Ordinance #758** amending the Monticello Code of Ordinances, by amending provisions pertaining to Chapter 50 “NUISANCE ABATEMENT PROCEDURE”. (3<sup>rd</sup> and final reading)

**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

**Work Sessions:**

18. Work Session - budget

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

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

## **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: January 3, 2023

Time: Jan 3, 2023 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85714181121>

Meeting ID: 857 1418 1121

One tap mobile

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Dial by your location

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+1 646 558 8656 US (New York)

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+1 301 715 8592 US (Washington DC)

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+1 309 205 3325 US

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 857 1418 1121

Find your local number: <https://us02web.zoom.us/j/85714181121>

Regular Council Meeting  
December 19, 2022 – 6:00 P.M.  
Community Media Center

Mayor Pro Tem Chris Lux called the meeting to order. Council present were: Brenda Hanken, Scott Brighton, Candy Langerman, Wayne Peach and Tom Yeoman. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Police Chief Britt Smith, Park & Rec Director Jacob Oswald and Public Works Director Nick Kahler. 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).

Yeoman moved to approve the agenda, removing approval of farm lease with Jeff Nagel for Airport farm ground. Peach seconded, roll call was unanimous.

Langerman moved to approve the consent agenda; Hanken seconded, roll call was unanimous.

Mayor Pro Tem Lux opened the public hearing on the proposal to enter into a Sewer Revenue Loan Agreement and to borrow money thereunder. Hinrichsen reported no written objections were filed prior to meeting. Mayor Pro Tem called for any written or oral objections, being none, Mayor Pro Tem Lux closed the hearing. Hanken moved to approve Resolution #2022-152 taking additional action on proposal to enter into a Sewer Revenue Loan Agreement. Langerman seconded. Roll call was unanimous.

Yeoman moved to approve Resolution #2022-153 Approving submission of the Five-Year Airport Capital Improvement Plan. Peach seconded, roll call was unanimous.

Yeoman moved to approve Resolution #2022-154 Approving Lease Agreement between the City of Monticello and Justin Buck with regard to the “farm” ground at the Monticello Regional Airport. Peach seconded, roll call was unanimous.

Farnum reported the Fire Department is asking for permission to apply for a grant to purchase an ATV and will be holding a Public Information Meeting on January 16, 2023 for more details. Langerman moved to approve Resolution #2022-155 to authorize submission of Application and related documents in support thereof to the USDA for purposes of seeking grant and/or loan assistance related to the purchase of a Polaris Ranger XP1000, with accessories and to schedule Public Information Meeting related to said Application. Brighton seconded, roll call was unanimous.

Kim Brooks, Library Board President, introduced Faith Brehm who was hired as the Library Director. Langerman moved to approve Resolution #2022-156 To Acknowledge the hiring of Monticello Library Director full-time position and setting salary. Hanken seconded, roll call was unanimous.

Regular Council Meeting  
December 19, 2022

Farnum reported this plat created a lot where Oak Street constructed their building on Welter Drive. Langerman moved to approve Resolution #2022-157 Approving Plat of Survey to Parcel 2022-85. Peach seconded, roll call was unanimous.

Langerman moved to approve Resolution #2022-158 Approving Plat of Survey to Parcels 2022-88 and 2022-89. Brighton seconded, roll call was unanimous.

Yeoman moved to approve Resolution #2022-159 Approving Plat of Survey to Parcel 2022-87 for Property at 22102 Highway 151. Hanken seconded, roll call was unanimous.

Langerman moved Ordinance #757 amending the Code of Ordinances of the City of Monticello, Iowa, by Amending Provisions Pertaining to “Chapter 165 “ZONING REGULATIONS”, second reading in title only. Brighton seconded. Roll call was unanimous.

Langerman moved Ordinance #758 amending the Code of Ordinances of the City of Monticello, Iowa, by Amending Provisions Pertaining to “Nuisance Abatement Procedure”, second reading in title only. Peach seconded. Roll call was unanimous.

Farnum was excited to have Faith Brehm as Library Director and thanked Library staff for working extra hours to keep library going.

Farnum thanked the staff and volunteers for making Holiday of 1<sup>st</sup> event a success.

Farnum reported for Water/Wastewater Superintendent Jim Tjaden that Royal Flush had no violations in November 2022.

Farnum reported the City Offices will be closed Friday December 23<sup>rd</sup> and Monday December 26<sup>th</sup> and then December 30<sup>th</sup> and January 2, 2023 for Christmas and New Year’s holidays.

Farnum and Hinrichsen reported working on budget.

Kahler stated they got the tractor back and are getting the snow blower on it.

Kahler reported the he, Zeb Bowser, City Engineer Patrick Schwickerath and 3 environmental engineers from Snyder and Associates walked the Sixth Street ditch and will be putting together the plans on the ditch for Council review.

Smith reported a paramedic resigned, so they are accepting applications to fill the position. City should start to receive the EMS tax in September 2023.

Oswald thanked everyone that helped with the Holiday on 1<sup>st</sup> event or attended the event.

Oswald stated the Recreation department will be having free activities during the winter break on December 27<sup>th</sup> and 29<sup>th</sup> and participants need to register for the activities.

Regular Council Meeting  
December 19, 2022

Mayor Pro Tem wished everyone Happy Holidays.

Peach motion to adjourn the meeting at 6:32 P.M.

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Chris Lux, Mayor Pro Tem

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Sally Hinrichsen, City Clerk/Treasurer

# PAYROLL - DECEMBER 29, 2022

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
<b>AMBULANCE</b>	<b>December 12 - 25, 2022</b>				
Jacob Gravel	1,990.20	321.00	0.00	23.50	1,439.17
Ronald Herman	454.00		0.00	0.00	383.71
David Husmann	91.50	-	0.00	0.00	78.82
Mary Intlekofer	1,952.00	-	3.00	44.25	1,367.07
Mason Hanson	390.40	-	0.00	0.00	322.61
Lori Lynch	2,178.40		0.00	0.00	1,489.09
Coletta Matson	2,714.40	842.40	0.00	0.00	1,941.23
Trevor King	480.00	-	0.00	0.00	385.97
Kaleb Payne	748.80	-	0.00	0.00	532.96
Curtis Wyman	1,754.80	128.40	18.00	41.50	1,232.07
<b>TOTAL AMBULANCE</b>	<b>\$ 12,754.50</b>	<b>\$ 1,291.80</b>	<b>21.00</b>	<b>109.25</b>	<b>\$ 9,172.70</b>
<b>CEMETERY</b>	<b>December 12 - 25, 2022</b>				
Dan McDonald	\$ 1,880.19	\$ 92.19	0.00	3.38	\$ 1,404.46
<b>TOTAL CEMETERY</b>	<b>\$ 1,880.19</b>	<b>\$ 92.19</b>	<b>0.00</b>	<b>3.38</b>	<b>\$ 1,404.46</b>
<b>CITY HALL</b>	<b>December 12 - 25, 2022</b>				
Cheryl Clark	\$ 1,824.51	\$ 8.51	1.50	18.75	\$ 1,258.15
Russ Farnum	3,711.54	-	0.00	0.00	2,475.74
Sally Hinrichsen	2,744.73	-	0.00	0.00	1,662.19
Nanci Tuel	1,618.40		0.00	0.00	1,247.45
<b>TOTAL CITY HALL</b>	<b>\$ 9,899.18</b>	<b>\$ 8.51</b>	<b>1.50</b>	<b>18.75</b>	<b>\$ 6,643.53</b>
<b>LIBRARY</b>	<b>December 12 - 25, 2022</b>				
Molli Hunter	\$ 1,184.00		0.00	0.00	\$ 920.00
Penny Schmit	1,405.60	-	0.00	0.00	990.84
<b>TOTAL LIBRARY</b>	<b>\$ 2,589.60</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 1,910.84</b>
<b>MBG</b>	<b>December 12 - 25, 2022</b>				
Keegan Arduser	\$ 1,384.62	\$ -	0.00	0.00	\$ 1,056.57
Jacob Oswald	2,193.88	-	0.00	0.00	1,647.00
<b>TOTAL MBG</b>	<b>\$ 3,578.50</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,703.57</b>
<b>POLICE</b>	<b>December 12 - 25, 2022</b>				
Erik Honda	2,783.78	138.42	4.50	11.25	2,064.86
Blaine Kamp	2,645.36	-	24.00	24.00	1,973.06
Dawn Graver	2,540.80				1,870.50
Jordan Koos	2,645.36	-	12.00	57.50	1,803.51
Britt Smith	3,461.54	-	0.00	0.00	2,523.83
Peter Fleming	2,449.44		29.25	29.25	1,700.19
Madonna Staner	1,623.20	-	0.00	0.00	1,230.20
Nicole Minnihan	126.00				70.07
Brian Tate	3,000.96	-	0.00	17.25	2,155.70
<b>TOTAL POLICE</b>	<b>\$ 21,276.44</b>	<b>\$ 138.42</b>	<b>69.75</b>	<b>139.25</b>	<b>\$ 15,391.92</b>
<b>ROAD USE</b>	<b>December 12 - 25, 2022</b>				
Zeb Bowser	\$ 2,047.83	\$ 259.82	0.00	2.25	\$ 1,438.36
Nick Kahler	2,238.39	-	0.00	0.00	1,539.55
TJ Nealson	1,752.30	24.30	7.50	7.50	1,326.44

# PAYROLL - DECEMBER 29, 2022

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Jasper Scott	1,913.72	125.72	0.00	0.13	1,564.95
<b>TOTAL ROAD USE</b>	<b>\$ 7,952.24</b>	<b>\$ 409.84</b>	<b>7.50</b>	<b>9.88</b>	<b>\$ 5,869.30</b>
<b>SEWER</b>	<b>December 10 - 27, 2022</b>				
Tim Schultz	\$ 2,207.79	\$ 171.79	9.00	16.13	\$ 1,580.27
Jim Tjaden	2,576.92	-	0.00	0.00	1,867.32
<b>TOTAL SEWER</b>	<b>\$ 4,784.71</b>	<b>\$ 171.79</b>	<b>9.00</b>	<b>16.13</b>	<b>\$ 3,447.59</b>
<b>WATER</b>	<b>December 10 - 27, 2022</b>				
Scott Hagen	\$ 1,848.00	\$ -	9.75	9.75	\$ 1,441.82
<b>TOTAL WATER</b>	<b>\$ 1,848.00</b>	<b>\$ -</b>	<b>9.75</b>	<b>9.75</b>	<b>\$ 1,441.82</b>
<b>TOTAL - ALL DEPTS.</b>	<b>\$ 66,563.36</b>	<b>\$ 2,112.55</b>	<b>118.50</b>	<b>306.39</b>	<b>\$ 47,985.73</b>



VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK# DATE
GENERAL				
POLICE DEPARTMENT				
IOWA LAW ENFORCEMENT ACADEMY	PD TRAINING - KOOS		625.00	
IOWA POLICE CHIEFS ASSOC	PD DUES - SMITH		125.00	
JOHN DEERE FINANCIAL	POLICE EQUIPMENT REPAIRS		74.86	
MONTICELLO COMM SCHOOL DISTRICT	PD FUEL		1,081.71	
	110 POLICE DEPARTMENT TOTAL		1,906.57	
STREET LIGHTS				
LASLEY ELECTRIC LLC	RU LIGHT STRUCTURES		5,237.21	
	230 STREET LIGHTS TOTAL		5,237.21	
CEMETERY				
BRIAN CROWLEY	CEMETERY EQUIP REPAIR/MAINT		321.56	
MONTICELLO COMM SCHOOL DISTRICT	CEMETERY FUEL		175.96	
	450 CEMETERY TOTAL		497.52	
MAYOR AND CITY COUNCIL				
CHRISTINA LUX	COUNCIL TRAVEL		15.00	
	610 MAYOR AND CITY COUNCIL TOTAL		15.00	
CLERK/CITY ADMIN				
MOLLI HUNTER	ADMINISTRATION JANITORIAL		350.00	
	620 CLERK/CITY ADMIN TOTAL		350.00	
ENGINEER				
SNYDER & ASSOCIATES, INC	ADMIN ENGINEERING - 7TH STREET		2,828.01	
	640 ENGINEER TOTAL		2,828.01	
CITY HALL/GENERAL BLDGS				
SIMMERING-CORY IA CODIFICATION	CH PRO FEES		450.00	
SPAHN & ROSE LUMBER CO INC	CH BLDG REPAIR/MAINT		23.58	
	650 CITY HALL/GENERAL BLDGS TOTAL		473.58	
	001 GENERAL TOTAL		11,307.89	
MONTICELLO BERND'S CENTER				
PARKS				
MOLLI HUNTER	MBC JANITORIAL		315.00	
LAPORTE MOTOR SUPPLY	MBC EQUIP REPAIR/MAINT		3.59	
MONTICELLO COMM SCHOOL DISTRICT	MBC FUEL		140.19	
WELLS FARGO VENDOR FINANCIAL	TOOLCAT PAYMENT		1,048.95	
	430 PARKS TOTAL		1,507.73	

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	005 MONTICELLO BERNDES CENTER TOTAL		1,507.73		
FIRE					
FIRE					
MONTICELLO COMM SCHOOL DISTRICT	FIRE FUEL		467.04		
SANDRY FIRE SUPPLY	FIRE EQUIP REPAIR/MAINT		400.00		
SPAHN & ROSE LUMBER CO INC	FIRE SUPPLIES		26.92		
	150 FIRE TOTAL		893.96		
	015 FIRE TOTAL		893.96		
AMBULANCE					
AMBULANCE					
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL		920.96		
	160 AMBULANCE TOTAL		920.96		
	016 AMBULANCE TOTAL		920.96		
LIBRARY					
LIBRARY					
MOLLI HUNTER	LIBRARY JANITORIAL		280.00		
	410 LIBRARY TOTAL		280.00		
	041 LIBRARY TOTAL		280.00		
AIRPORT					
AIRPORT					
MONTICELLO AVIATION INC	AIRPORT MANAGER		2,166.66		
	280 AIRPORT TOTAL		2,166.66		
	046 AIRPORT TOTAL		2,166.66		
ROAD USE					
STREETS					
ALL AMERICAN LAWN & LANDSCAPE	RU TREES		510.00		
ALLIED OIL AND SUPPLY INC	RU SUPPLIES		764.80		
BRIAN CROWLEY	ROAD USE REPAIR EQUIPMENT		310.70		
W.W. GRAINGER, INC	RU SUPPLIES		182.37		
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT		180.28		
KROMMINGA MOTORS INC	RU EQUIP REPAIR/MAINT		83.98		
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT		108.95		
MONTICELLO COMM SCHOOL DISTRICT	RU FUEL		1,486.69		
MARK SCHMITZ	RU SUPPLIES		221.50		
SPAHN & ROSE LUMBER CO INC	RU BLDG REPAIR/MAINT		2,094.86		

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	210 STREETS TOTAL		5,944.13		
	110 ROAD USE TOTAL		5,944.13		
PARK IMPROVEMENT					
CAPITAL PROJECTS					
MOBOTREX INC	SCHOOL/TRAIL CROSSWALK		90.00		
MONTICELLO CHAMBER OF COMMERCE	PARK IMP - HOLIDAY ON 1ST		120.00		
	750 CAPITAL PROJECTS TOTAL		210.00		
	313 PARK IMPROVEMENT TOTAL		210.00		
WATER					
WATER					
STATE HYGIENIC LABORATORY	WATER LAB TESTS		54.00		
JOHN DEERE FINANCIAL	WATER SUPPLIES		61.43		
LINDA KAHLER	WATER CLOTHING ALLOW		162.26		
LAPORTE MOTOR SUPPLY	WATER VEHICLE OPERATING		133.99		
MONTICELLO COMM SCHOOL DISTRICT	WATER FUEL		128.98		
ST. LUKE'S METHODIST HOSPITAL	WATER OSHA - HAGEN		17.50		
	810 WATER TOTAL		558.16		
	600 WATER TOTAL		558.16		
CUSTOMER DEPOSITS					
WATER					
MAKAYLA BRANCH	WATER DEPOSIT REFUND		17.53		
CITY OF MONTICELLO	BRANCH/MAKAYLA		609.71		
MADISON SCHROEDER	WATER DEPOSIT REFUND		91.02		
SYSTEMS UNLIMITED	WATER DEPOSIT REFUND		91.02		
DIANE WORKMAN	WATER DEPOSIT REFUND		.72		
	810 WATER TOTAL		810.00		
	602 CUSTOMER DEPOSITS TOTAL		810.00		
SEWER					
SEWER					
TRACY L CHAPPELL	SEWER EQUIP REPAIR/MAINT		99.00		
BRIAN CROWLEY	SEWER REPAIR EQUIPMENT		218.20		
GIESE SHEET METAL CO. INC.	SEWER EQUIP REPAIR/MAINT		297.00		
STATE HYGIENIC LABORATORY	SEWER LAB TESTS		1,302.00		
JOHN DEERE FINANCIAL	SEWER EQUIP REPAIR/MAINT		35.45		
LINDA KAHLER	SEWER CLOTHING ALLOW		162.26		
LAPORTE MOTOR SUPPLY	SEWER VEHICLE OPERATING		267.22		
MONTICELLO COMM SCHOOL DISTRICT	SEWER FUEL		128.95		
ST. LUKE'S METHODIST HOSPITAL	SEWER OSHA - HAGEN		17.50		

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK# DATE
	815 SEWER TOTAL		2,527.58	
	610 SEWER TOTAL		2,527.58	
SEWER CAPITAL IMPROVEMENT SEWER SNYDER & ASSOCIATES, INC	SEWER FACILITY IMPROVEMENTS		31,485.00	
	815 SEWER TOTAL		31,485.00	
	613 SEWER CAPITAL IMPROVEMENT TOTAL		31,485.00	
SANITATION SANITATION MONTICELLO COMM SCHOOL DISTRICT	SANITATION FUEL		87.75	
	840 SANITATION TOTAL		87.75	
	670 SANITATION TOTAL		87.75	
YARD WASTE SITE SANITATION RANDALL G THUMAN	SANITATION COMPOST		8,175.00	
	840 SANITATION TOTAL		8,175.00	
	675 YARD WASTE SITE TOTAL		8,175.00	
	Accounts Payable Total		66,874.82	

**CLAIMS REPORT  
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
001	GENERAL	11,307.89
005	MONTICELLO BERND'S CENTER	1,507.73
015	FIRE	893.96
016	AMBULANCE	920.96
041	LIBRARY	280.00
046	AIRPORT	2,166.66
110	ROAD USE	5,944.13
313	PARK IMPROVEMENT	210.00
600	WATER	558.16
602	CUSTOMER DEPOSITS	810.00
610	SEWER	2,527.58
613	SEWER CAPITAL IMPROVEMENT	31,485.00
670	SANITATION	87.75
675	YARD WASTE SITE	8,175.00
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	TOTAL FUNDS	66,874.82

City Council Meeting  
Prep. Date: 12/20/2022  
Preparer: Sally Hinrichsen



Agenda Item: # 1  
Agenda Date: 01/03/2023

*Communication Page*

**Agenda Items Description:** Resolution Designating the Monticello Express as the official publication newspaper for the City of Monticello.

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

**Attachments & Enclosures:**

Proposed Resolution

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:** The City is required, by Code, to designate publication in which official notices /publications will be printed.

**Background Information:** Monticello has historically designated the Express as the official newspaper for City publications.

**Staff Recommendation:** Approval of resolution is recommended.

# **The City of Monticello, Iowa**

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

## **RESOLUTION #2022-3**

### **Designating the Monticello Express as the Official Publication Newspaper for City of Monticello**

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

**WHEREAS**, the City of Monticello shall annually designate an official newspaper for Publication purposes.

**NOW THEREFORE, BE IT RESOLVED** that the City of Monticello, Iowa does hereby designate the Monticello Express as the official publication newspaper of the City of Monticello for the 2023 calendar year.

**IN TESTIMONY HEREOF**, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed, this 3<sup>rd</sup> day of January, 2023.

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Dave Goedken, Mayor

*Attest:*

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Sally Hinrichsen, City Clerk/Treasurer

**MONTICELLO  
EXPRESS**

Monticello  
**SHOPPERS' GUIDE**

**EXPRESS**  
Printing Company

**EXPRESS**  
Vinyl Signs

PHONE (319) 465-3555 WATS 1-800-841-7172 FAX (319) 465-4611

111 E. Grand St. • P. O. Box 191 • Monticello, IA 52310-0191 • www.monticelloexpress.com

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monticelloexpress.com

**Vinyl Signs**

**Mark Spensley**

advertising@  
monticelloexpress.com

December 16, 2022

City Council  
200 East First Street  
Monticello, IA 52310

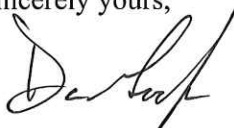
Dear Sir or Madam:

I would like to request that you name The Monticello Express as your official newspaper for the year 2023.

Your consideration to this request would be appreciated.

We offer quality printing at reasonable prices and would like to serve your printing, vinyl sign and office supply needs.

Sincerely yours,



Dan Goodyear  
Co-Publisher

**For All Your Advertising, Printing, Office Supply & Advertising Specialties Needs!**



City Council Meeting  
Prep. Date: 12/21/2022  
Preparer: Britt Smith



Agenda Item: # 2  
Agenda Date: 1/3/2023

### *Communication Page*

**Agenda Items Description:** Resolution to approve the Agreement for Communication Services with the Jones County Sheriff's Office

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

**Attachments & Enclosures:**

Proposed Resolution

Proposed Agreement

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:** Approval of the Agreement for Communication Services Between the Jones County Sheriff and the City of Monticello

**Background Information:** I typically provide the entire background information on the dispatch agreement each year due to new members on the Council or as a good refresher of how the agreement works when the contract is due for renewal. So, some of this information is carried over from year to year.

The Jones County Sheriff's Department has handled dispatching services, which includes Police, Fire and EMS communications for the City of Monticello since the mid 1990's when the Monticello run dispatch center was discontinued. Since that point, we have been contracting with the Jones County Sheriff's Office for this service. The contract fee established by the Sheriff has always been very ambiguous with little explanation for the establishment of the rate. Annual increases have been between 3% to 10% with no explanation as to the increase. For several years now, I have been working with the Sheriff and the Auditor in attempting to establish a fair formula to justify the contract rate, which impacts more than just Monticello, but also all the other communities in Jones County. It had been proposed by the former Jones County Auditor, Janine Sulzner, that the appropriate fee for Monticello communications contract should be approximately \$80,000 and a recommendation proposing a significant increase in our communication contract fee to get to the \$80,000 had been made to the Board of Supervisors a few years back.

Since that proposal, I had worked with the previous County Auditor and Sheriff and proposed a new formula that takes into consideration the taxes already allocated through the County budget to the Sheriff's dispatch center. The Auditor had indicated that back in 2020, approximately \$54,000, which is annually increasing due to property valuations, of the County Tax revenues from the City of Monticello were allocated to the Dispatch Center. Taking into consideration the county population numbers, and the total Dispatch Center Operating budget, the City of Monticello accounts for

approximately \$80,000 of that operating budget. Using this new proposed formula, the contract rate should be approximately \$26,000 as of 2020, which is consistent with what the current contract rate was. Since my proposal, discussions have ceased and there has been no more push by the Auditor, Sheriff, or Board of Supervisors to increase the fee to the proposed \$80,000.

The current rate in the proposed agreement is an 5% increase from the previous year, but is still a fair rate for how we would propose a calculation to establish the contract rate given the increases over the past 3 years. In addition to the dispatch rate, the Sheriff has added the NetMotion annual licenses into the contract. Previous to this we had been paying these license fees directly to EnCompass, the County's IT provider. The NetMotion licenses are for VPN services which allow us to access the shared network that all Jones County Law Enforcement agencies utilize for our records management system. The change in adding the fees to the contract has no overall impact on the expenses we incur for those services. I recommend the continued approval of the Communications Services Agreement.

**Staff Recommendation:** I recommend that the Council approve the Agreement for Communication Services Between the Jones County Sheriff and the City of Monticello.

# **The City of Monticello, Iowa**

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

## **RESOLUTION #**

### **Approving Agreement for Communication Services Between Jones County, Jones County Sheriff, and City of Monticello**

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

**WHEREAS**, the Monticello City Council has previously entered into agreements with Jones County and the Jones County Sheriff Department to provide communication services to the City, and

**WHEREAS**, the Agreement with the above entities is subject to renewal annually, with the agreement for FY '24 being presented for approval at the rate of \$28,278.36, an increase from the FY '23 rate of \$25,975, and

**WHEREAS**, the City Council finds that said agreement should be approved.

**NOW THEREFORE, BE IT RESOLVED** that this City Council of Monticello, Iowa does hereby approve the agreement for Communication Services previously mentioned herein, and does hereby authorize the Mayor to execute the same on behalf of the City Council.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 3<sup>rd</sup> day of January, 2023.

---

Dave Goedken, Mayor

*Attest:*

---

Sally Hinrichsen, City Clerk/Treasurer



Jones County Sheriff's Office  
500 West Main Street  
PO Box 167  
Anamosa, Iowa 52205

Sheriff Greg A. Graver  
Phone 319-462-4371  
Civil 319-462-5305  
Fax 319-462-4766  
Jail 319-462-2720

## AGREEMENT FOR COMMUNICATION SERVICES BETWEEN THE JONES COUNTY SHERIFF AND THE CITY OF MONTICELLO, IOWA

2023-2024

Prepared by Sheriff Greg A Graver  
500 West Main Street  
Po Box 167  
Anamosa, Iowa 52205  
319-462-4371

This agreement is entered into this \_\_\_\_ day of \_\_\_\_, 2023, by and between Jones County, hereinafter referred to as the County: The County Sheriff, hereinafter referred to as the Sheriff: and the City of Monticello hereinafter referred to as the City.

### I

**STATEMENT OF AGREEMENT.** The County and its Sheriff agree to provide communication services and TAC 10 Data Management to the City and the City agrees to engage the County, through its Sheriff, to provide such services in accordance with and subject to the terms of this agreement.

### II

**LEGAL BASIS.** This agreement is authorized by the provisions of Chapter 28E of the Code of Iowa.

### III

**COMMUNICATION SERVICES DEFINED.** General Communication Services consist of 24-hour communication (365 days per year) for all E911 and dispatch calls and technical service to be provided for the City, City Police, Fire and Ambulance Departments and the City Residents.

**TAC 10 DATA MANAGEMENT DEFINED.** TAC 10 Data management consists of the custody, control and maintenance of a TAC 10 database for the collection, security and retrieval of TAC 10 captured data accumulated through local law enforcement who are parties to this agreement.

### IV

**DELIVERY OF SERVICES.** Delivery of services shall be provided as follows:

1. **SERVICE AREA:** The Sheriff shall provide general communication services within the corporate limits of the City.
2. **ENFORCEMENT RESPONSIBILITIES:** The Sheriff shall provide communication services for the City. The Sheriff shall not be required to assume any other communication services or function not consistent with those customarily performed by the Sheriff and under the Charter of the County and Statutes of the State.
3. **DELIVERY OF SERVICE:** The Sheriff shall deliver 24-hour service of communication services. This agreement shall commence July 1, 2023 and shall terminate on June 30, 2024.
4. **SERVICE MANAGEMENT:** The planning, organization, scheduling, directions and supervision of the Sheriff's personnel and all other matters incident to the delivery of general communication services to the City shall be determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of the personnel working in the Dispatch Center.
5. **RESPONSIVENESS:** The Sheriff shall give prompt consideration to all requests of the City regarding the delivery of general communication services. The Sheriff shall make every effort to comply with these requests if they are consistent with good communication service practices.
6. The City shall fully assist in the migration and merger of all TAC 10 related data onto a County owned and controlled database.
7. The City shall fully assist the County, at the County's request, in the ongoing management of said software and data to ensure database and software compatibility.
8. The City shall be responsible for the purchase of any and all hardware and software required for TAC 10 data collection.
9. The County shall be responsible for the purchase of any and all hardware and software required for TAC 10 data storage.
10. The County shall host all the City's TAC 10 related software and data and agrees, to the best of its ability, to secure and manage said data on behalf of the City.

11. The County agrees to seek the counsel of the City regarding the management of said software and data; however, the County shall have ultimate authority and decision making power over the County database, software, data, and all policies related.

## V

**RESOURCES.** Resources shall be provided as follows:

1. **COUNTY RESPONSIBILITY:** Unless specifically agreed to in another part of this agreement, the County shall furnish all labor, equipment, facilities and supplies required to provide communication and TAC 10 Data Management services to the City.

2. **INDIVIDUAL OWNERSHIP OF PROPERTY:** The County and City shall retain title to the property each may require to fulfill its obligation under this agreement and, upon termination of this agreement, each party may dispose of its property as it sees fit. All data that is integrated, merged or collected pursuant to this agreement shall remain the sole property of Jones County and shall not be disintegrated from County owned and controlled database.

3. In the event there are additional costs associated with the City's request to separate from the County controlled TAC 10 Data Management, the City shall be responsible for all costs, with no expense to the County.

## VI

**LIABILITY.** Liability shall be assumed as follows:

1. **COUNTY:** The County shall assume liability for, defend against, indemnify and hold harmless the City from all costs or damages for injury to persons or property caused by the County in providing or failing to provide general communication services to the City, including attorney fees for defense against such claims.
2. **CITY:** The City shall assume liability for, defend against, indemnify and hold harmless the County from all costs and damages for injury to persons or property caused by the City, including attorney fees for defense against such claims.

## VII

**PERSONNEL.**

1. **EMPLOYEE STATUS:** All persons employed by the Sheriff and providing general communication and TAC 10 Data Management services to the City shall be County Employees and shall not have any benefit, status or right of City employment.

2. **PAYMENT:** The City shall not be liable for direct payments of salaries, wages or other compensation to County Employees providing general communication and TAC 10 Data Management services to the City.

3. **INDEMNITY:** The City shall not be liable for, or indemnity to any County Employee for injury or sickness arising out of his/her employment providing general communication and TAC 10 Data Management services to the City.

## VIII

**FEES.** Fees and payments shall be as follows:

1. The total sum the City shall pay the County is **\$27,274** for dispatch services. The City shall also pay the County **\$1004.36** for their portion of the yearly NetMotion License fee. The total sum the City shall pay the County is **\$28,278.36** for the period of July 1, 2023 through June 30, 2024 for general communication, TAC 10 Data Management services, and NetMotion licenses delivered during the term of this agreement.
2. **BILLING:** The County shall receive from the City **\$28,278.36** per year for Dispatch services. This payment shall be made by check payable to the Jones County Sheriff, and be delivered to the Sheriff's Office in Anamosa, Iowa 52205. Payments may be made during the term of this agreement as long as the entire balance is paid by May 15, 2024.
3. **DELINQUENCY:** In the event the County does not receive the entire balance due by May 15, 2024, a 5% penalty based on the delinquent amount will be added to the unpaid balance amount owed. If the City does not make full payment of the amount owed within 60 days of the expiration of this contract, the County will terminate this agreement and any current agreement until the balance due is paid in full. The City shall be liable for general communication and TAC 10 Data Management services rendered to the time of termination.

## IX

**TERM.** This agreement shall take effect on July 1, 2023 and shall continue through June 30, 2024. This agreement shall automatically renew on an annual basis unless either the Sheriff, the County or the City provide written notice of termination to all other parties at least sixty days prior to termination of this agreement. This agreement can also be terminated at any time by mutual consent of all parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_, Chairperson, Board of Supervisors, Jones County

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_, Mayor, City of Monticello

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_, Sheriff, Jones County



City Council Meeting  
Prep. Date: 12/28/2022  
Preparer: Russell Farnum



Agenda Item: # 3  
Agenda Date: 01/03/2023

*Communication Page*

**Agenda Items Description:** Requesting Abatement of accrued Property Taxes on property owned by the City of Monticello for public purposes within the city limits of the City of Monticello

**Type of Action Requested:** Resolution

**Attachments & Enclosures:**

**Fiscal Impact:**

Budget Line Item:  
Budget Summary:  
Expenditure:  
Revenue:


**Synopsis:**

The City was recently deeded Lot 3 of BR3 Subdivision. Now that the City owns the property, we need to file the proper paperwork at the County to abate any taxes due, as well as verify that this property is tax-exempt moving forward. This Resolution authorizes the City Clerk to take those actions.

**Recommendation:**

A motion to approve is recommended.

# The City of Monticello, Iowa

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

## RESOLUTION #

Requesting Abatement of accrued Property Taxes on property  
owned by the City of Monticello for public purposes within the city  
limits of the City of Monticello

**WHEREAS,** The City of Monticello acquired the parcel of property described as Lot 3 of BR3 Subdivision Final Plat, recorded on May 20, 2022 as Jones County Recorder Instrument #2022-1514, same being described by the following Tax Parcel ID: 0222379010, and

**WHEREAS,** The City accepted ownership of Parcel ID 0222379010, by the acceptance of a Quit Claim Deed from BR3 Development, LLC on December 19, and approved with Resolution #2022-150. The property owner was relieved of responsibility for all accrued taxes and the City did not, therefore, collect sums from the property owner to pay previously accrued property taxes, and

**WHEREAS,** The Council finds it appropriate, under the circumstances, to request the abatement of all accrued and accruing taxes related to said parcel, whether past due or accrued and not yet due, and to so inform the County Treasurer so that the County Board of Supervisors can take action to formally abate said taxes as required by §445.63 of the Iowa Code.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby direct the City Clerk to inform the County Treasurer of the decision of the City Council to request the abatement of the taxes accrued and accruing on the above-described tax parcel consistent with §445.63 of the Iowa Code.

**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 3<sup>rd</sup> day  
of January 2023.

---

David Goedken, Mayor

Attest:

---

Sally Hinrichsen, City Clerk/Treasurer

Number: 2022-3567  
Recorded: 12/20/2022 at 2:41:35.0 PM  
County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$20.00  
Revenue Tax: \$0.00  
Sheri L. Jones RECORDER  
Jones County, Iowa

---

Prepared by: Douglas D. Herman  
Lynch Dallas, PC  
PO Box 2457  
Cedar Rapids, Iowa 52406  
Telephone: 319-365-9101  
Facsimile: 319-365-9512

Taxpayer/Return Address:  
City of Monticello, Iowa  
200 E. 1<sup>st</sup> Street  
Monticello, Iowa 52310

### QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, BR3 Development, LLC, an Iowa limited liability company, does hereby Quit Claim to City of Monticello, Iowa, an Iowa Municipal Corporation, all of its right, title, interest, estate, claim and demand in the following described real estate in Jones County, Iowa:

Lot 3 of BR3 SUBDIVISION FINAL PLAT, recorded on May  
20, 2022 as Jones County Recorder Instrument # 2022-1514.

together with all easements and servient estates appurtenant thereto, and subject to covenants, easements and restrictions of record.

This Quit Claim Deed represents a transfer in which the consideration is \$500.00 or less and therefore this Quit Claim Deed is exempt from real estate transfer tax and declaration of value requirements pursuant to Iowa Code Section 428A.2(21) (2021), and groundwater hazard statement requirements pursuant to Iowa Code Section 558.69.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 12-19, 2022

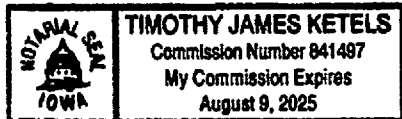
BR3 Development, LLC

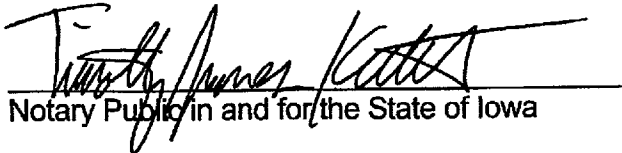
By: 

Brian Ridge, Member

STATE OF IOWA            )  
                                      ) §  
COUNTY OF LINN        )

On this 19<sup>th</sup> day of DECEMBER, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Ridge on behalf of BR3 Development, LLC, to me personally known, who being by me duly sworn, did say that he is a Member of the limited liability company executing the within and foregoing instrument; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its Members; and that Brian Ridge as such Member, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and him voluntarily executed.



  
Notary Public in and for the State of Iowa

City Council Meeting  
Prep. Date: 12/28/2022  
Preparer: Sally Hinrichsen



Agenda Item: # 4  
Agenda Date: 01/03/2023

*Communication Page*

**Agenda Items Description:** **Resolution** Approving the Written Investment Policy applicable to all Funds of the City of Monticello, Iowa, as required by Chapters 12B and 12C of the Code of Iowa

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

**Attachments & Enclosures:**

Proposed Resolution

Investment policy

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:** State law requires every city in Iowa to have an Investment Policy filed in the City Clerk's office and with every financial institution that is in receipt of city funds

**Background Information:** The Investment Policy is required to be reviewed and approved every three years and was last reviewed in January 2020.

**Staff Recommendation:** Approval of resolution is recommended.

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

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

### ***RESOLUTION #***

#### **Approving the Written Investment Policy applicable to all Funds of the City of Monticello, Iowa, as required by Chapters 12B and 12C of the Code of Iowa**

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

**WHEREAS**, Iowa Code Chapters 12B, “Security of the Revenue”, and 12C, “Deposit of Public Funds”, place certain requirements on the City in regard to the investment and deposit of City funds, and

**WHEREAS**, Iowa Code Chapter 12B, §12B.10B states that political subdivisions shall approve written investment policies which incorporate the guidelines specified in §12B.10, §’s 12B.10(A) through 12B.10C, and any other provisions deemed necessary to adequately safeguard invested public funds; and

**WHEREAS**, it is the intent of the City Council, by the passage of this Resolution and the aforementioned “Written Investment Policy” to fully comply with the requirements of Chapters 12B and 12C of the Iowa Code.

**NOW THEREFORE, BE IT RESOLVED** that the Council of the City of Monticello, Iowa does hereby approve of the Written Investment Policy applicable to all funds of the City of Monticello, Iowa, as required by Chapters 12B and 12C of the Code of Iowa, said Policy being attached hereto, same being incorporated, by this reference, as if same had been set forth fully verbatim herein.

**IN TESTIMONY WHEREOF**, I subscribe my name and affix the Great Seal for the City of Monticello, Iowa on this 3<sup>rd</sup> day of January, 2023.

---

David Goedken, Mayor

*Attest:*

---

Sally Hinrichsen, City Clerk/Treasurer

**Investment Policy  
City of Monticello  
Monticello, Iowa**

**Section 1 – Scope of Investment Policy**

The Investment Policy of the City of Monticello shall apply to all operating funds, bond proceeds and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of the City of Monticello. Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy.

The investment of bond funds or sinking funds shall comply not only with this investment policy, but also be consistent with any applicable bond resolution.

This Investment Policy is intended to comply with Iowa Code Chapters 12B and 12C.

Upon passage and upon future amendment, if any, copies of this Investment Policy shall be delivered to all of the following:

1. The Monticello Mayor, City Council, City Administrator and/or other officer of the City of Monticello to which the Investment Policy applies.
2. All depository institutions or fiduciaries for public funds of the City of Monticello
3. The auditor engaged to audit any fund of the City of Monticello.

In addition, a copy of this Investment Policy shall be delivered to every fiduciary or third party assisting with or facilitating investment of the funds of the City of Monticello.

**Section 2 – Delegation of Authority**

In accordance with Section 12B.10(1) the responsibility for the safekeeping and the appropriate investment of public funds resides with the City Treasurer. Only the City Treasurer and those authorized by resolution may invest public funds and a copy of any empowering resolution shall be attached to this Investment Policy. Pursuant to Section 12C.11 the City Treasurer is hereby delegated the powers of "Investment Officer", with the condition that Investment opportunities and decisions shall be reviewed with the City Administrator prior to finalizing the investment transaction.

All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds or acting in a fiduciary capacity for the City of Monticello shall require said outside person(s) to notify the City of Monticello, in writing, within thirty days of the receipt of all communication from the Auditor of the outside person or any regulatory authority of the existence of a material weakness in the internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to the City of Monticello by the outside person.

The records of investment transactions made by or on behalf of the City of Monticello are public records and are the property of the City of Monticello whether in the custody of the City of Monticello or in the custody of a fiduciary or other third party.

The City Treasurer shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of the City of Monticello responsible for elements of the investment process, and to address the procedures to be followed and employed in the management of the City's investments. In addition, the controls shall provide for the receipt and review of the audited financial statement and related report(s) on internal control structure of all outside persons performing any of the following for this public body.

1. Investment of public funds
2. Advising on the investment of public funds
3. Directing the deposit or investment of public funds
4. Acting in a fiduciary capacity for this public body

A Bank, Savings and Loan Association, or Credit Union providing only depository services shall not be required to provide an audited financial statement and related report on internal control structure.

The Treasurer of the City of Monticello and employees authorized to place investments shall be bonded in the amount required by a duly enacted Resolution of the City.

### **Section 3 – Objectives of Investment Policy**

The primary objectives, in order of priority, of all investment activities involving the financial assets of the City of Monticello shall be the following:

1. Safety: Safety and preservation of principal in the overall portfolio.
2. Liquidity: Maintaining the necessary liquidity to match expected liabilities.
3. Return: Obtaining a reasonable return on the City Investment.

### **Section 4 – Prudence**

The Treasurer of the City of Monticello when investing or depositing public funds shall exercise the care, skill, prudence and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section 3 investment objectives. This standard requires that when making investment decisions, the City Treasurer shall consider the role that the investment or deposit plays within the portfolio of assets of the City of Monticello and the investment objectives stated in Section 3.



When investing assets of the City of Monticello for a period longer than three (3) years, the City Treasurer shall request competitive investment proposals for comparable credit and term investments from a minimum of three investment providers.

### **Section 5 – Instruments Eligible for Investment**

Assets of Monticello may be invested in the following, same intended to be consistent with and to include all investment options allowed by Iowa Code § 12B.10(4)(a):

1. Interest bearing savings accounts, interest bearing money market accounts, and interest-bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. Each depository shall be a federally insured depository institution approved pursuant to Chapter 12C. Each financial institution shall be properly declared as an authorized depository by the Monticello City Council and deposits in any financial institution shall not exceed the amount approved by the Monticello City Council as established by separate resolution.
2. Obligations of the United States government, its agencies and instrumentalities.
3. Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions approved and secured pursuant to Chapter 12C.
4. Commercial paper or other short-term corporate debt that matures within 270 days of purchase and is rated within the two highest classifications, as established by at least one of the standard rating services approved by the superintendent of banking.
5. Repurchase agreements, provided that the underlying collateral consists of obligations of the United States government, its agencies and instrumentalities and City takes delivery of the collateral either directly or through an authorized custodian.
6. Iowa Public Agency Investment Trust (IPAIT)

All instruments eligible for investment are further qualified by all other provisions of this Investment Policy, including Section 7 Investment Maturity Limitations and Section 8 Diversification Requirements.

### **Section 6 – Prohibited Investments and Investment Practices**

Assets of the City of Monticello shall not be invested in the following, per the restrictions and consistent with Iowa Code § 12B.10(4)(a)(5) and 12B.10(4)(b):

1. Reverse repurchase agreements.
2. Futures and options contracts.

Assets of the City of Monticello shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculations or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.
3. If a fiduciary or other third party with custody of public investment transaction records of the City of Monticello fails to produce requested records when requested by this public body within a reasonable time, the City of Monticello shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

## **Section 7 – Investment Maturity Limitations**

Operating Funds must be identified and distinguished from all other funds available for investment. Operating Funds are defined as those funds which are reasonably expected to be expended during a current budget year or within 15 months of receipt.

All investments authorized in Section 5 are further subject to the following investment maturity limitations:

1. Operating Funds may only be invested in instruments authorized in Section 5 of this Investment Policy that mature within three hundred ninety-seven (397) days.
2. The City Treasurer may invest funds of the City of Monticello not identified as Operating Funds in investments with maturities longer than three hundred ninety-seven days (397). However, all investments of the City of Monticello shall have maturities consistent with the needs and use of the City of Monticello.

## **Section 8 – Diversification**

Investments of the City of Monticello are subject to the following diversification requirements:

Prime bankers' acceptances:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the City of Monticello shall be invested in prime bankers' acceptances, and
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the City of Monticello shall be invested in the securities of a single issuer.

Commercial paper or other short-term corporate debt:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the City of Monticello shall be in commercial paper or other short-term corporate debt,
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the City of Monticello shall be invested in the securities of a single issuer, and
3. At the time of purchase, no more than five percent (5%) of all amounts invested in commercial paper and other short-term corporate debt shall be invested in commercial paper and debt rated in the second highest classification.

Whenever possible, it is the policy of the City of Monticello to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets with a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected so as to provide stability of income and reasonable liquidity.
2. Liquidity practices shall ensure that the next disbursement date and payroll date are covered through maturing investments, marketable U.S. Treasury bills or cash on hand.
3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on Instruments with maturities approaching one year shall not be greater than coupon interest and Investment Income received from the balance of the portfolio.

## **Section 9 – Safekeeping and Custody**

All invested assets of the City of Monticello involving the use of a public funds custodial agreement, as defined in Section 12B.10C shall comply with rules adopted pursuant to Section 12B.10C relating to those investments. All custodial agreements shall be in writing and shall contain a provision that all investments shall be made in accordance with the laws of the state of Iowa.

All invested assets of the City of Monticello eligible for physical delivery shall be secured by delivery to the city directly or by having them held by a third party custodian. All purchased investments shall be held pursuant to a written third party custodial agreement requiring delivery versus payment and compliance with all rules set out elsewhere, including Section 9 of this Investment Policy.

## **Section 10 – Ethics and Conflict of Interest**

The City Treasurer and all officers and employees of the City of Monticello involved in the investment process shall refrain from personal business activity that could conflict

with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Any conflict of interest or bias, whether in fact or by appearance, shall be disclosed in writing to the Monticello City Council.

### **Section 11 – Reporting**

The City Treasurer shall submit an annual investment report summarizing market conditions and investment strategies employed since the last investment report. The investment report shall set out the current portfolio in terms of maturity, rates of return and other features, and shall summarize all investment transactions that have occurred during the reporting period with a comparison of the investment results and the planned budgetary expectations.

### **Section 12 – Investment Policy Review and Amendment**

This Investment Policy shall be reviewed every three (3) years or more frequently as appropriate. Notice of amendments to the Investment Policy shall be promptly given to all parties noted in Section 1.

Passed and adopted by the Monticello City Council this 3<sup>rd</sup> day of January, 2023.

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David Goedken, Mayor

ATTEST:

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Sally Hinrichsen, City Clerk/Treasurer

**City Council Meeting**  
**Prep. Date:** 12/28/2022  
**Preparer:** Russell Farnum



**Agenda Item:** # 5  
**Agenda Date:** 01/03/2023

*Communication Page*

**Agenda Items Description:** Appoint a representative of the City to sit on the Jones County Economic Development Board of Directors

**Type of Action Requested:** Motion

**Attachments & Enclosures:**

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:**

The City of Monticello works with Jones County Economic Development each year to make Jones County great. This is done through partnerships on projects, investments, programs, etc. The City has a representative sit on the JCED Board of Directors. Each year, JCED asks the City to appoint their representative at the first meeting of the new year so they have time to orient any new members.

Tom Yeoman is currently the City representative on the Jones County Economic Development Commission board and is willing to continue his service for 2023.

**From:** [Executive Director](#)  
**To:** [Russ Farnum](#); [Sally Hinrichsen](#)  
**Subject:** Public Representation on JCED Board  
**Date:** Tuesday, December 27, 2022 1:51:55 PM

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Good afternoon!

The City of Monticello works with Jones County Economic Development each year to make Jones County great. This is done through partnerships on projects, investments, programs, etc. However, this is also done through having a representative of the City sit on the JCED Board of Directors. Each year, we ask for the City to please appoint their representative at the first meeting of the new year so we have time to orient any new members, etc.

If you could let me know by January 16<sup>th</sup>, 2023, that would be great. If you have any questions, please let me know.

Thanks!

Derek Lumsden, MSARP  
Executive Director  
Jones County Economic Development  
107 S. Ford Street  
Anamosa, IA 52205  
319-480-7446  
[www.jonescountydevelopment.com](http://www.jonescountydevelopment.com)



**City Council Meeting**  
**Prep. Date:** 12/29/2022  
**Preparer:** Sally Hinrichsen



**Agenda Item:** # 6  
**Agenda Date:** 01/03/2023

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*Communication Page*

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**Agenda Items Description:** to authorize City Staff to submit Volunteer Iowa application for city volunteer engagement initiative

**Type of Action Requested:** Motion

**Attachments & Enclosures:**

**Fiscal Impact:**

Budget Line Item:  
Budget Summary:  
Expenditure:  
Revenue:


**Synopsis:**

Volunteer Iowa is launching a new initiative called the city volunteer engagement initiative. This 6-month initiative includes training, coaching, and resources to help cities engage community members in meaningful service that helps build the city's capacity to achieve its priorities. Applications are due January 17.

The City of Monticello staff is working on an application and will discuss further details at the meeting with Council.

<b>City Council Meeting</b> <b>Prep. Date:</b> 12/21/2022 <b>Preparer:</b> Russell Farnum		<b>Agenda Item:</b> # 7 & 8 <b>Agenda Date:</b> 1/3/2023
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### *Communication Page*

**Agenda Items Description:** Municipal Code Amendments pertaining to setbacks on corner lots

**Type of Action Requested:** Ordinances (2)

**Attachments & Enclosures:**

**Ordinances (2)**  
**Background**

**Fiscal Impact:**

Budget Line Item:  
Budget Summary:  
Expenditure:  
Revenue:


**Synopsis:** At the September 19, 2022 Council meeting, Council directed the Planning and Zoning Commission to study and recommend amendments pertaining to building setbacks on corner lots. The P&Z Commission has completed that work and recommended approval of the attached (2) ordinances. The first amends Chapter 50 of the Municipal Code, Nuisances, to provide consistent setback as defined in the Zoning Ordinance. The second ordinance amends Chapter 165 of the Municipal Code, Zoning, to clarify multiple issues related to setbacks on corner lots.

**Background:** The Zoning Ordinance provides a lack of clarity with how setbacks apply for accessory buildings on corner lots. This issue was discussed at length at the September 27 Planning and Zoning Commission. Based upon direction from that discussion, Staff prepared the amendments outlined below, which the Planning and Zoning Commission reviewed at their meeting on November 15.

In general, this clarifies that the setbacks for accessory buildings on corner lot side yards will be the same as those for a principal building. It further corrects the issue of setbacks being measured parallel to the principal building, by instead measuring setbacks to the nearest point of the structure.

**Analysis:** The changes to both Chapter 165, Zoning Ordinance, and Chapter 50, Nuisance Abatement Procedure, are outlined and discussed below (Staff is unclear why setback language is included in the Nuisance Abatement chapter, but this amendment will make the language consistent).

Please note than language proposed to be added is in *italics and underlined*. Language proposed to be deleted is shown in ~~strikethrough~~. Discussion of each change is also provided.



## Chapter 165, Zoning Ordinance:

In “Definitions”, we would add a definition for “Setback”, referring the reader to “Yard”. This will help people find the information they are looking for in regard to building setbacks.

Also in Definitions, we would add a definition for the Corner Lot Side Yard. Additional definitions related to yards would be amended as outlined below:

101. "Yard" means an open space between the closest point of a building and the adjoining lot lines. See Figure 4.

- *This clarifies that setbacks are measured to the closest point, combined with the change to Chapter 50, reinforces that setbacks are not measured parallel to the building, but rather parallel to the lot lines*

102. "Yard, front" means the area extending across the full width of the lot and measured between the front lot line and the building foundation ~~not to include covered steps of wood or concrete~~. See Figure 4.

- *Steps are allowed to project into the setback, this language is irrelevant*

103. "Yard, rear" means the area extending across the rear of a lot and being the required minimum horizontal distance between the rear lot line and rear of the main principal building or any projections thereof ~~other than the projections of uncovered steps, unenclosed balconies, or unenclosed porches~~. See Figure 4.

- *The code should consistently refer to the principal building. This clarifies the language, and also deletes (again) the irrelevant language regarding stairs and porches. The highlighted language regarding “projections” should be deleted, as most are allowed to protrude into the rear yard setback (Chimneys, overhangs, etc..*

104. "Yard, side" means the area between the building foundation and the side line of the lot, and extending from the required front yard to the required rear yard. A building overhang may not project more than two feet into the side yard. See Figure 4 below.

### **After these Definitions, add:**

“Yard, side, corner lot” means the area between the building foundation and the corner lot side line of the lot, located along the street frontage on a corner lot that does not serve as the front yard. A building overhang may not project more than two feet into the Corner Lot Side Yard. See Figure 4a, below.

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(Also add Figure 4a, diagramming setbacks on a corner lot)

- *This change adds a Corner Lot Side Yard definition. Also, because the existing setback diagram does not include a corner lot, we would add one. A draft one is included in the Ordinance.*

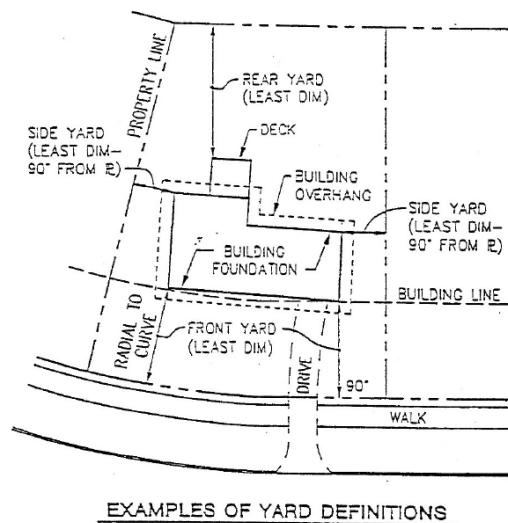


Figure 4 (existing)

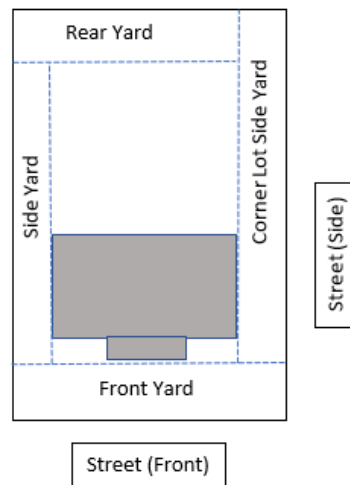


Figure 4a (added)

In Chapter 165.13, pertaining to Accessory Structures, the following two changes are recommended:

3. Restrictions on Front Yard and Corner Lot Side Yard. Accessory structures in the front yard and/or Corner Lot Side Yard are limited to driveways, sidewalks, patios, planting beds/boxes, or similar features not exceeding thirty inches in height, except fences in accordance with 165.23, handrails, or mailboxes installed in accordance with U.S. Postal Service regulations. For those lots/parcels located in subdivisions, additions, or plats approved before June 24, 1996, a covered or uncovered porch or deck may be allowed to exist within the setback area so long as it remains at least 12 feet away from the right-of-way, does not extend into the side yard, and is not wider than the width of the front foundation of the home. If the proposed porch or deck meets those criteria, a permit may be issued for the construction thereof.

- *This addition of Corner Lot Side Yard into this paragraph clarifies that accessory structures like garages would have to follow the same setback as a principal structure on both street sides of the principal structure.*

5. Location on Lot. No accessory building or structure shall be erected in any front or corner lot side yard unless compliant with 3, above. If an accessory building or structure is erected in a side yard, it must be erected in such a fashion that it meets all setbacks as if it were attached to the primary structure.

- *This addition of Corner Lot Side Yard into this paragraph clarifies that accessory structures like garages would have to follow the same setback as a principal structure on both street sides of a corner lot.*

Lastly, in the Bulk Chart, one of the columns has a typo that needs to be fixed as part of this amendment (it says Minimum Side Street Corner Lot, and should say Minimum Side **Yard**, Corner Lot).

## Chapter 50, Nuisance Abatement Procedure

4. "Side yard corner lots" means the yard area adjacent to the street right-of-way on a corner lot extending from the nearest point of the principal building, from the front yard ~~along the side of the structure~~ to the rear property line.

In regard to prior discussion about getting better information on building permit applications, the Staff have amended the permit application form to include language requiring a dimensioned site plan. This is the best approach at this time, as there is not much language in the Zoning Ordinance pertaining to building permits, other than a permit is required. Reworking that section of the Zoning Ordinance would be an extensive project that should be considered at a later date.

**Recommendation:** The Planning and Zoning Commission recommended approval of these language changes by a vote of 4-0. Approval of the second reading on the two Ordinances is recommended.

## **ORDINANCE NO. 757**

### **AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MONTICELLO, IOWA, BY AMENDING PROVISIONS PERTAINING TO ZONING REGULATIONS**

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

**SECTION 1. SECTION MODIFIED.** Section 165.062 of the Code of Ordinances of the City of Monticello, Iowa, is repealed and the following adopted in lieu thereof:

**165.06 DEFINITIONS.** The following words, terms, and phrases are hereby defined as follows and shall be interpreted as such throughout these regulations. Terms not herein defined shall have the meaning customarily assigned to them.

1. Definitions beginning with "A."

A. "Accessory building or use" means a building or structure, whether permanent or temporary in nature or construction, or other use that is not the principal building or use on the lot.

B. "Adult day care home" means a group home designed to provide care and supervision to meet the needs of five or more functionally impaired adults for periods of less than 24 consecutive hours but more than two hours per day in a place other than the adult's own home.

C. "Advertising device" includes any outdoor sign, display, device, figure, painting, drawing, message, placard, poster, billboard, or any other device designed, intended, or used to advertise or give information in the nature of advertising, and having the capacity of being visible from the traveled portion of any roadway, street, or highway.

D. "Alley" means a public way, other than a street, 25 feet or less in width affording secondary means of access to abutting property.

E. "Alterations, structural" means any change in the supporting members of a building such as bearing walls, columns, beams, or girders.

F. "Amusement game machine" means a coin-operated machine or device which, whether mechanical, electrical, or electronic, shall be ready for play by the insertion of a coin, token, or other type of fee and may be operated by the public for use as a game, entertainment, or amusement, the object of which is to achieve either a high or low score, which, by comparison to the score of other players whether playing concurrently or not, demonstrates relative skill or competence, or indicates in any other way competitive advantage of one player or team over another, regardless of skill or competence. It shall include devices such as pinball machines or any device which utilizes a video tube or display of any type to reproduce symbolic figures and lines intended to be representative of real games or activities. Any machine of this type shall be considered an accessory use to the commercial establishment in which it is located.

G. "Apartment" means a room or suite of rooms used as the dwelling of a family, including bath and culinary accommodations, located in a building in which there are three or more such rooms or suites.

H. "Assisted living" means provision of housing with services which may include (but are not limited to) health-related care, personal care and assistance with instrumental activities of daily living to six or more tenants in a physical structure which provides a homelike environment. Assisted living also includes encouragement of family involvement, tenant self-direction and tenant participation in decisions that emphasize choice, dignity, privacy, individuality, shared risk and independence.

(1) "Health-related care" means services provided by a registered nurse or a licensed practical nurse, on a part-time or intermittent basis, and services provided by other licensed health care professionals on a part-time or intermittent basis as defined by rule.

(2) "Instrumental activities of daily living" means those activities that reflect the tenant's ability to perform household and other tasks necessary to meet the tenant's need within the community, which may include, but are not limited to, shopping, cooking, housekeeping, chores, and traveling within the community.

(3) "Personal care" means assistance with the essential activities of daily living which may include, but are not limited to, transferring, bathing, personal hygiene, dressing, grooming, housekeeping essential to the health and welfare of the tenant, and supervising of self-administered medications, but does not include the administration of medications.

(4) "Tenant" means an individual who receives assisted living services through a certified or accredited assisted living program.

I. "Automobile service station" means any building, structure or land used for the dispensing, sale, or offering for sale at retail of any vehicular fuels, oils, or accessories and in connection with which is performed general vehicular servicing as distinguished from automotive repairs.

2. Definitions beginning with "B."

A. "Basement" means a story having more than 50 percent of its height below the grade at the front of a structure.

B. "Bed and breakfast establishment" means a residential building containing not more than five guest rooms and which provides sleeping units and meals for transient guests, and which is managed and occupied by the owner of the property.

C. "Billboard" - see "advertising device."

D. "Block" means a parcel of land entirely surrounded by public highways or streets, other than alleys. In plats which are incomplete or disconnected, the Zoning Administrator shall determine the outline of the block.

E. "Board of Adjustment" means the Zoning Board of Adjustment of the City.

F. "Boarding house or lodging house" means a building occupied as a single housekeeping unit, where lodging or meals are provided for five or more persons for compensation, pursuant to previous arrangements, but not for the public or transients.

G. "Building" means any structure designed or built for the support, enclosure, shelter, or protection of persons, animals, chattels, or property of any kind.

H. "Building height" means the vertical distance from the grade at the front of the structure, to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the mean height level between eaves and ridge for gable, hip and gambrel roofs.

3. Definitions beginning with "C."

A. "Carport" means a roofed structure providing a space for the parking of motor vehicles and enclosed on not more than three sides. For the purpose of this chapter a carport attached to a principal building shall be considered a part of the principal building and subject to all yard requirements therein.

D. "Car wash" means a building, or portion thereof, containing facilities specifically designed for washing automobiles, whether by operator or by a customer.

C. "Channel" means a natural or artificial watercourse with a definite bed and banks which confine and conduct the normal continuous or intermittent flow of water.

D. "Clinic" means a building used solely as a place for the treatment and diagnosis of out-patients.

E. "Commission" means the Planning and Zoning Commission of the City.

F. "Condominium" means a multiple dwelling as defined herein whereby the title to each dwelling unit is held in separate ownership. The real estate on which the units are located may be held in common ownership solely by the owners of the units with each owner having an undivided interest in the common real estate or may be split between the owners of the Condominium units, with the ownership dividing line traveling directly through the common walls dividing the condominium units or in other similar fashion approved by the City Council after review and recommendation of the Planning and Zoning Commission.

G. "Consignment and auction sales operations" means a business that, on an ongoing basis, stores and sells personal property to the public indoors.

H. "Convenience store" means a business that sells gasoline, miscellaneous items, but does no mechanical or maintenance on-site.

4. Definitions beginning with "D."

A. "Day care center" (family day care homes, pre-school centers, nursery schools, child play centers, child education centers, child experiment stations, or child development institutions) means a place for reception, care, training or instruction of five or more children, not of common parentage, residing therein, regardless of sex, under the age of 18 years, for compensation or otherwise, provided that nothing herein contained shall be construed as applying to the regularly established public or parochial schools, colleges, universities, academies or seminaries, or other schools or institutions organized under and by virtue of the laws of the United States or the State of Iowa, and under the supervision of the duly constituted authorities thereof.

B. "Developmentally disabled" means a disability of a person which has continued or can be expected to continue indefinitely as defined by State and federal laws.

C. "Driveway" means an area established or used for ingress and egress of vehicles from a street or thoroughfare to any point on private property.

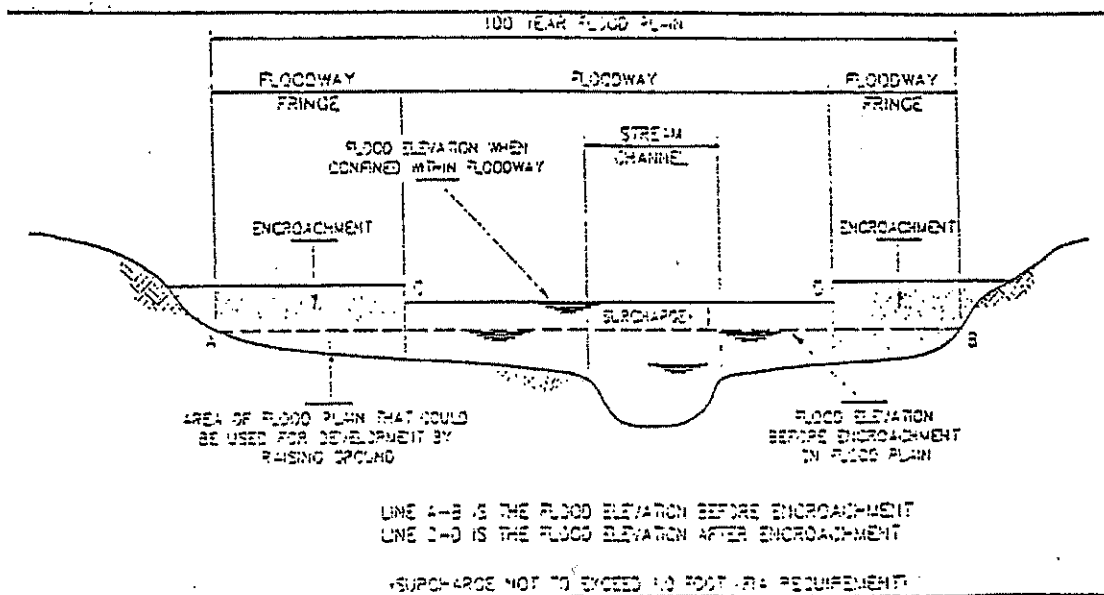
D. "Dwelling, attached" means a dwelling which is joined to another dwelling at one or more sides by a common wall or walls.

E. "Dwelling, detached" means a dwelling which is entirely surrounded by open space on the same lot.

F. "Dwelling, multiple-family" means a building containing three or more dwelling units.

- G. "Dwelling, one-family" means a building containing one dwelling unit.
  - H. "Dwelling, two-family" means a building containing two dwelling units.
  - I. "Dwelling unit" means a building (or portion thereof) designed to house a family.
5. Definitions beginning with "E."
- A. "Easement" means a grant of one or more of the property rights by the property owner to and/or for the use by the public, a corporation, or another person or entity.
  - B. "Essential services" means the erection, alteration, or maintenance of facilities by public utilities, municipal or other governmental agencies, necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies for the public health, safety, or general welfare.
6. Definitions beginning with "F."
- A. "Family" means one or more persons occupying a single dwelling unit, related by blood, marriage, domestic partnership, adoption, or other custodial arrangement occupying a single housekeeping unit used on a nonprofit basis.
    - (1) In zoning districts R-1, a group of not more than three persons not related by blood or marriage, living together by joint agreement and occupying a single housekeeping unit on a nonprofit cost sharing basis
    - (2) In all other applicable zoning districts, a group of not more than four persons not related by blood or marriage, living together by joint agreement and occupying a single housekeeping unit on a nonprofit cost-sharing basis.
  - B. "Farm or farmland" means a parcel of land used for agricultural purposes including crops and livestock.
  - C. "Feedlot" means a lot, yard, corral, or other area in which livestock are confined, primarily for the purposes of feeding and growth prior to slaughter. The term does not include areas which are used for the raising of crops or other vegetation and upon which livestock are allowed to graze or feed.
  - D. "Fence" means a barrier or structure intended to provide security, mark a boundary, or as a means of landscaping with the fence, in its' entirety, located inside the designated property line. Fences may not exceed eight feet in height.
    - (1) Residential Districts. Fences shall be constructed of materials commonly used for landscape fencing such as masonry block, lumber, chain link, commonly accepted recycled materials, but shall not include corrugated sheet metal, barbed wire, or salvage material.
    - (2) Nonresidential. Fences may not be constructed of salvaged material or use barbed wire closer than six feet to the ground except a fence used purely for agricultural purposes.
  - E. "Flood" means the temporary overflowing of water onto land which is usually devoid of surface water. See Chapter 160 for additional definitions.
  - F. "100-year floodplain" means the channel and the relatively flat area adjoining the channel of a natural stream or river which has been or may be covered by a base flood having a one percent chance of annual occurrence. See Chapter 160 for additional definitions. See Figure 1 below.

Figure 1



G. "Frontage" means that side of a lot abutting on public right-of-way; the front lot line.

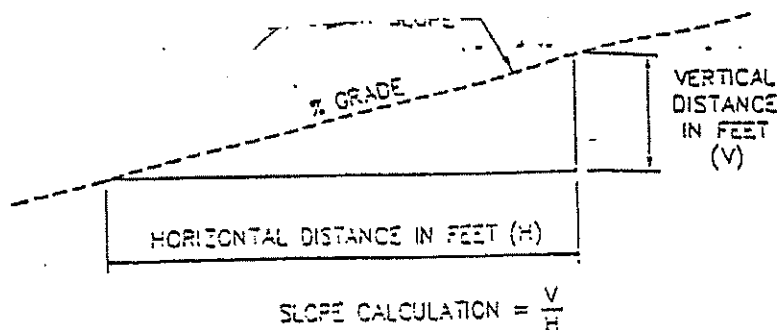
7. Definitions beginning with "G."

A. "Garage, private" means a building designed for storage of motor vehicles.

B. "Garage sale" means the sale or offering for sale to the general public of over five items of personal property on any portion of a lot in a residential zoning district, whether within or outside any building. Sales of food and beverage items at school athletic events shall not be deemed to constitute garage sales.

C. "Grade" means the degree of rise or fall of a surface expressed as a percent in feet (vertical) to feet (horizontal):  $\text{grade (\%)} = \frac{\text{distance (feet vertical)}}{\text{distance (feet horizontal)}}$ . See Figure 2 below.

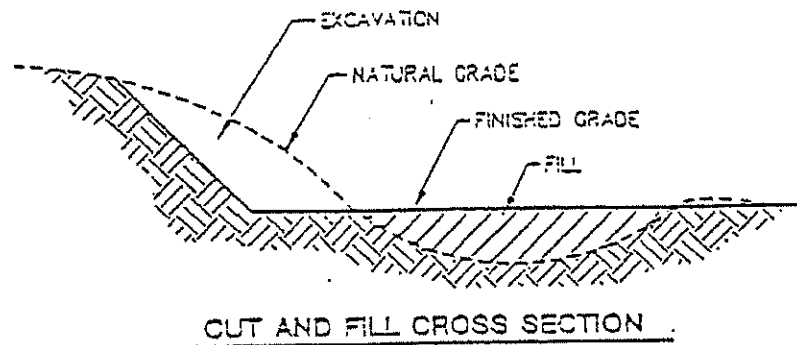
Figure 2





D. "Grade, finished" means the final elevation of the ground surface after development. See Figure 3 below.

Figure 3



E. "Grade, natural" means the elevation of the ground surface in its original state before excavation or filling. See Figure 3 above.

F. "Group home" means a community-based residential home which is licensed as a residential care facility under Chapter 135C of the *Code of Iowa* or as a child foster care facility under Chapter 237 of the *Code of Iowa* to provide room and board, personal care, habilitation services, and supervision in a family environment exclusively for not more than seven developmentally disabled persons and any necessary support personnel. A group home does not mean an individual foster care family as licensed under Chapter 237 of the *Code of Iowa*.

8. Definitions beginning with "H."

A. "Halfway house" means a residential facility primarily for persons who have been institutionalized for various reasons and released, and required the temporary protection of a group setting to facilitate the transition to society.

B. "Historic preservation" means the protection, rehabilitation, and restoration of districts, sites, buildings, structures, and artifacts significant in American history, architecture, archaeology, or culture.

C. "Hotel" - see "motel."

9. Definitions beginning with "I."

A. "Institution" means a nonprofit or quasi-public use or institution such as a church, library, public or private school, hospital, or municipally owned or operated building, structure or land used for public purposes.

10. Definitions beginning with "J."

A. "Junkyard" means any area where waste, discarded, or salvaged materials are bought, sold, exchanged, stored or abandoned, baled or packed, disassembled, or handled, but not including areas where such uses are conducted entirely within a completely enclosed building.

11. Definitions beginning with "K."

A. "Kennel, dog" means any parcel of land on which three or more dogs six months old or older are kept for the purposes of breeding, grooming, boarding or other activities associated with the care of dogs for commercial purposes.

12. Definitions beginning with "L."

A. "Laundromat" means an establishment providing washing, drying and/or dry cleaning machines for rental use to the general public.

B. "Livestock" means cattle, sheep, swine, poultry and other animals or fowl, which are being produced primarily for use as food or food products for human consumption.

C. "Loading space" means an off-street space or berth used for the loading or unloading of vehicles.

D. "Lot" means a tract or parcel of land which:

(1) Is set forth as a lot on an approved recorded subdivision plat; or

(2) Is zoned A-1, R-1, or R-2 and was described by metes and bounds description on a recorded instrument prior to annexation into the City or prior to enactment of this ordinance; or

(3) Was described by a recorded survey or was platted in a recorded subdivision plat prior to annexation into the City; or

(4) Was platted in a recorded subdivision plat or described by a recorded survey prior to enactment of this zoning ordinance.

E. "Lot, corner" means a lot abutting upon two or more streets at their intersection. A corner lot shall be deemed to front on that street on which it has its least dimension, unless otherwise specified by the Public Works Director.

F. "Lot depth" means the mean horizontal distance between the front and rear lot lines.

G. "Lot, double frontage" means a lot having a frontage on two nonintersecting streets.

H. "Lot frontage" means the length of the front line measured at the street right-of-way line.

I. "Lot, interior" means a lot whose side lines do not abut any streets.

J. "Lot line, front" means the boundary between a lot and the street on which it fronts.

K. "Lot line, rear" means the boundary line which is opposite and most distant from the front property line or that boundary line of an irregularly shaped lot that the Zoning Administrator shall determine to be the rear lot line.

L. "Lot line, side" means any lot boundary line not a front or rear line.

M. "Lot line, side, corner lot" means the lot line along the street on a corner lot which is not the front lot line.

N. "Lot lines" means the lines bounding a lot as defined herein.

O. "Lot width" means the mean horizontal distance between side lines measured at right angles to the depth at the building line.

13. Definitions beginning with "M."

A. "Manufactured home" means a factory-built structure which in the traveling mode is eight body feet or more in width or 40 body feet or more in length, or when erected on-site contains 320 or more square feet, which is equipped with the necessary service connections and made so as to be readily movable as a unit on its own running gear and designed to be used as a single-family dwelling unit with or without a permanent foundation. A manufactured home may only be located within the R-4 Zoning Classification. The phrase "without a permanent foundation" indicates that the support system is constructed with the intent that the manufactured home placed thereon may be moved from time to time at the convenience of the owner. The term "mobile home" shall be included in, and shall be synonymous with, the term "manufactured home."

B. "Manufactured home lot" means a parcel of land for the placement of a single manufactured home and the exclusive use of its occupants.

C. "Manufactured home park" means a parcel of land that has been planned and improved for the placement of manufactured homes for non-transient use.

D. "Manufactured home stand" means improvement on a manufactured home lot constructed for the purpose of providing a structural base for the manufactured home.

E. "Massage establishment" means any place of business wherein massage (as the practice of a profession, scientifically applied to the patient by a massage therapist's hands) is administered or used.

F. "Motel" means one or more buildings containing individual sleeping or living units designed for or used temporarily by automobile tourists or transients, with garage attached or parking space conveniently located to each unit.

14. Definitions beginning with "N."

A. "New construction" means development, construction, or substantial improvement initiated after December 1, 1981, or the effective date of the Flood Insurance Rate Map, whichever is later.

B. "Nonconforming use" means a use or activity which was lawful prior to the adoption, revision, or amendment of a Zoning Ordinance, but which fails, by reason of such adoption, revision, or amendment, to conform to the present requirements of the zoning district.

15. Definitions beginning with "O."

A. "Overhang" means the part of a roof or wall which extends beyond the façade of a lower wall.

B. "Overlay district" means a district which acts in conjunction with the underlying zoning district or districts.

16. Definitions beginning with "P."

A. "Parking space" means a parcel of land or floor space containing a minimum area of nine by 18 feet and designed for accommodating the temporary storage of a motor vehicle.

B. "Place" means an open unoccupied space a minimum of 50 feet in width other than a street or alley permanently established or dedicated as the principal means of access to abutting property.

C. "Private club" means an organized group of people not open to or intended for, or controlled by the public, or for the use of the public.

17. Definitions beginning with "Q."

18. Definitions beginning with "R."

A. "Residential care facility" means a residential institution, whether operated for profit or not, which provides personal care, custody, or treatment for five or more individuals not related to the operator who, for reasons of illness, intellectual disability, advanced age, or physical handicaps, are unable to care for themselves.

19. Definitions beginning with "S."

A. "Satellite dish antenna" means a satellite receiver, a satellite ground dish antenna, or a satellite rooftop antenna which may or may not be able to rotate to enable the dish to aim at different satellites for the purpose of television reception. Satellite dish antenna shall be classified as accessory structure.

B. "Self-service storage facility" means a building, or group of buildings, with controlled access containing separate storage spaces or compartmentalized units of varying sizes, with no unit exceeding 600 square feet, that are rented or leased to tenants, with no tenant leasing more than 2,000 square feet, for the storage of goods.

C. "Setback," see "yard" below.

D. "Sign" - see "advertising device."

E. "Site plan" means a plan (to scale) showing uses and structures proposed for a parcel of land as required by the regulations involved.

F. "Solar energy system" means a complete design or assembly consisting of a solar energy collector, an energy storage facility (where used), and components for the distribution of transformed energy. Solar energy systems shall be classified as accessory structures if not installed or mounted directly to a principal or other accessory structure.

G. "Stormwater management plan" means a detailed design, in conformance with Section 177.02 of this Code of Ordinances, signed and sealed by an engineer licensed to practice in the State of Iowa.

H. "Street" means a dedicated public thoroughfare or place which affords principal means of access to property abutting thereon.

I. "Structure" means anything constructed or erected, which requires location on the ground, or attached to something having a location on the ground, including (but not limited to) advertising signs, billboards and poster panels, but exclusive of customary fences or boundary or retaining walls. (As used for the Floodplain overlay district, a walled and roofed structure including a gas or liquid storage tank, that is principally above the ground).

J. "Structural alteration" means any change in the supporting members of a building, such as bearing walls, columns, beams, or girders.

K. "Substantial improvement" means any repair, reconstruction, or other change of a structure, the cost of which equals or exceeds 50 percent of the assessed value of the structure either:

(1) Before the improvement is started; or

- (2) If the structure has been damaged and was being restored, before the damage occurred.

In the case of a nonconforming structure, restoration of damage is considered a substantial improvement when the cost equals or exceeds 50 percent of the structure's assessed value. For the purposes of this definition, substantial improvement is considered to occur with the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any alteration to comply with existing State or local health, sanitary, building, or safety codes or regulations.

L. "Swimming pool" means a tank of water either above or below grade level in which the capacity of the vessel exceeds 500 gallons of water. Swimming pools, hot tubs, whirlpool baths and tubs, jacuzzi-type tubs or baths, and ponds shall be considered swimming pools if they are located outdoors.

20. Definitions beginning with "T."

A. "Townhouse" means any one of three or more attached dwellings in a continuous row, each dwelling designed and erected as a unit on a separate lot and separated from one another by an approved wall or walls.

B. "Travel trailer" means:

(1) A vehicular, portable structure built on a chassis and designed for temporary occupancy for travel, recreational or vacation use; and when factory-equipped for the road, being of any weight, provided its overall length is less than 40 feet or is less than 320 square feet in floor area;

(2) A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation, and vacation;

(3) A portable, temporary dwelling to be used for travel, recreational and vacation purposes, constructed as an integral part of a self-propelling vehicle; or

(4) A canvas, folding structure, mounted on wheels and designed for travel, recreation, and vacation use.

C. "Travel trailer park" means a parcel of land which has been improved for the placement of travel trailers.

D. "Travel trailer space" means a parcel of land for the placement of a single travel trailer.

21. Definitions beginning with "U."

22. Definitions beginning with "V."

A. "Variance" means a modification or variation of the provisions of this chapter, as applied to a specific piece of property, as distinct from rezoning.

23. Definitions beginning with "W."

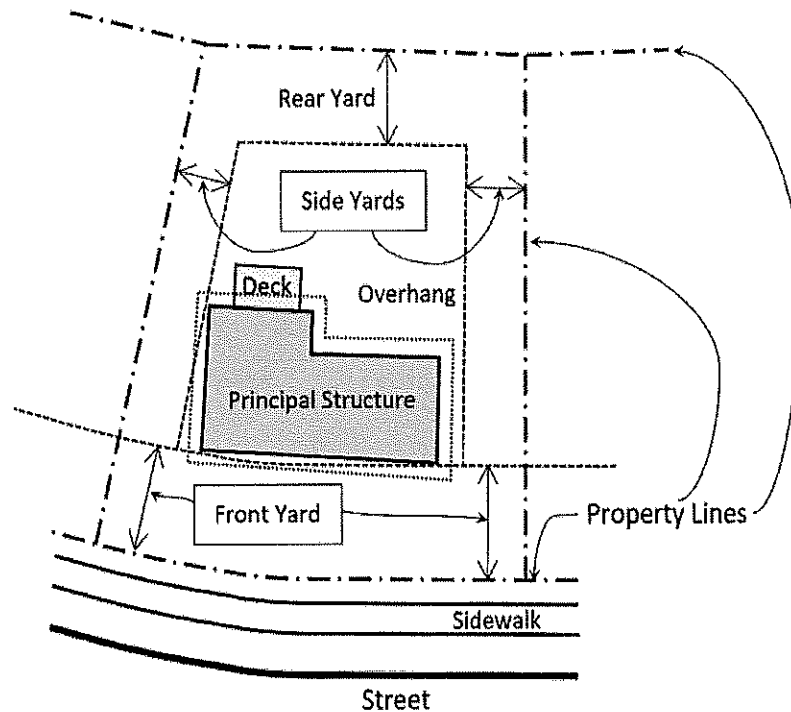
A. "Watercourse" means a natural running stream of water flowing in a particular direction and having a definite channel with a bed or banks. A watercourse may be intermittent, but shall be considered more than mere surface drainage over the entire fall of a tract of land.

24. Definitions beginning with "X."

25. Definitions beginning with "Y."

A. "Yard" means an open space between the closest point of a building and the adjoining lot lines. See Figure 4.

Figure 4



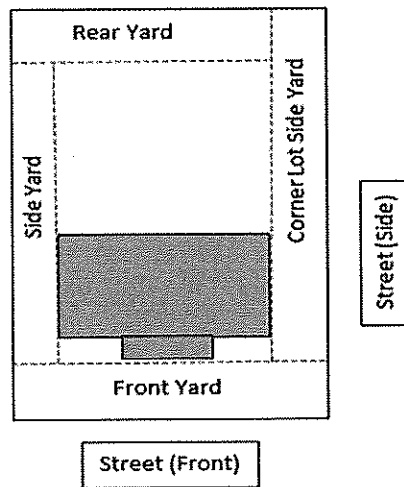
B. "Yard, front" means the area extending across the full width of the lot and measured between the front lot line and the building foundation. See Figure 4.

C. "Yard, rear" means the area extending across the rear of a lot and being the required minimum horizontal distance between the rear lot line and rear of the principal building or any projections thereof. See Figure 4.

D. "Yard, side" means the area between the building foundation and the side line of the lot, and extending from the required front yard to the required rear yard. A building overhang may not project more than two feet into the side yard. See Figure 4.

E. "Yard, side, corner lot" means the area between the closest point of a building and the corner lot side line of the lot, located along the street frontage on a corner lot that does not serve as the front yard. A building overhang may not project more than two feet into the corner lot side yard. See Figure 4A.

Figure 4A



26. Definitions beginning with "Z."

**SECTION 2. SECTION MODIFIED.** Section 165.13 of the Code of Ordinances of the City of Monticello, Iowa, is repealed and the following adopted in lieu thereof:

**165.13 ACCESSORY BUILDINGS, STRUCTURES, AND USES.**

1. Time of Construction. No accessory building or structure shall be constructed on any lot more than one year prior to the time of construction of the principal building to which it is an accessory.
2. Percentage of Yard Occupied. No single or combination of detached accessory buildings, or other accessory structure(s) shall, when combined, occupy more than 30 percent of the area of the respective yard in which they are located.
3. Restrictions on Front Yard and Corner Lot Side Yard. Accessory structures in the front yard and/or corner lot side yard are limited to driveways, sidewalks, patios, planting beds/boxes, or similar features not exceeding 30 inches in height, except fences in accordance with Section 165.23, handrails, or mailboxes installed in accordance with U.S. Postal Service regulations. For those lots/parcels located in subdivisions, additions, or plats approved before June 24, 1996, a covered or uncovered porch or deck may be allowed to exist within the setback area so long as it remains at least 12 feet away from the right-of-way, does not extend into the side yard, and is not wider than the width of the front foundation of the home. If the proposed porch or deck meets those criteria, a permit may be issued for the construction thereof.
4. Height of Accessory Buildings/Structures. Detached accessory buildings and structures shall not exceed, under any circumstance, 25 feet in height. Any accessory building/structure shall meet the following property line setbacks, same being dependent upon the height of said building/structure and whether or not the accessory building/structure is located adjacent to an alley right-of-way.
  - A. Buildings/structures less than 15 feet in height shall be subject to a three-foot side and rear yard setback unless located adjacent to an alleyway right-of-way in which case the setback shall be five feet from the alleyway right-of-way.

B. Buildings/structures between 15 feet and 20 feet in height shall be subject to a five-foot side and rear yard setback.

C. Buildings/structures between 20 feet and 25 feet in height shall be subject to a 10-foot side and rear yard setback.

5. Location on Lot. No accessory building or structure shall be erected in any front yard or corner lot side yard unless compliant with Subsection 3, above. If an accessory building or structure is erected in a side yard, it must be erected in such a fashion that it meets all setbacks as if it were attached to the primary structure.

6. Swimming Pool Fences. No public or private swimming pool shall be erected unless the same be entirely enclosed by buildings, fences, or walls not less than four nor more than eight feet in height and of such construction that a child may not reach the pool from the street or from any adjacent property without opening a door or gate or scaling a wall or fence. Holes or openings in the fence shall be four inches or less in least diameter. Such fences or walls shall be equipped with self-latching gates or doors. All doors from houses and garages to pool area must also be self-closing and self-latching.

**SECTION 3. SECTION MODIFIED.** Table 1 of Section 165.29 of the Code of Ordinances of the City of Monticello, Iowa, is repealed and the following adopted in lieu thereof:

**TABLE 1 – BULK REQUIREMENTS**

District Use	Maximum Height	Minimum Lot Area	Minimum Lot Width	Minimum Front Yard	Minimum Side Yard	Minimum Corner Lot Side Yard	Minimum Rear Yard	Maximum Coverage of Lot	Minimum Floor Area
A-1 Single Family	45 feet or 3 stories	1 acre	150 feet	30 feet	10 feet	30 feet	35 feet	--	1 story, 910 sf 2 story, 1,220 sf 3 story, 1,100 sf
A-1 Other Permitted Uses	--	3 acres	180 feet	50 feet	50 feet	50 feet	50 feet	--	--
R-1 Single Family	45 feet or 3 stories	7,000 sf	70 feet	30 feet	10 feet	30 feet	35 feet		1 story, 860 sf 2 story, 1,220 sf 3 story, 1,100 sf -
R-1 Other Uses	--	30,000 sf	160 feet	40 feet	16 feet	40 feet	40 feet	--	--
R-2 Two Family	45 feet or 3 stories	12,000 sf	100 feet	30 feet	10 feet	30 feet	35 feet	--	1 story, 910 sf 2 story, 1,220 sf 3 story, 1,100 sf
R-2 Other Uses	--	20,000 sf	150 feet	30 feet	10 feet	30 feet	35 feet	--	--
R-3 Multi-Family (3-plex or larger)	45 feet or 3 stories	6,000 sf plus 1,500 sf per unit	75 feet	30 feet	10 feet	30 feet	30 feet	--	400 sf per unit
R-3 Other Uses	--	20,000 sf	150 feet	30 feet	12 feet	30 feet	30 feet	--	--
R-4 Mobile Home	--	5 acres	150 feet	30 feet	30 feet	30 feet	30 feet	--	N/A



Parks, Perimeter									
R-4 Per Unit Interior	--	4,000 sf	45 feet	20 feet	10 feet	--	10 feet	--	
C-1	--	8,700 sf	66 feet	30 feet	10 feet	30 feet	40 feet †	--	
C-2 CBD	--	--	--	--	*	--	--	--	
M-1	--	--	120 feet	40 feet	20 feet ***	40 feet	40 feet †	--	
R-1, R-2, R-3 Accessory Buildings	15 feet or 1 story, whichever is lower	--	--	--	**	same as permitted uses	**	30% of rear yard	
2 Family Attached	45 feet or 3 stories	12,000 sf	100 feet	30 feet	0 on common wall side; 10 feet on lot side	30 feet	35 feet	--	1 story, 910 sf 2 story, 1,220 sf 3 story, 1,100 sf
<p>* None required except adjoining any R District, in which case not less than 10 feet.</p> <p>** Accessory buildings to be placed in the rear yard may reduce minimum rear yard requirements to three feet.</p> <p>*** M-1 Industrial buildings shall maintain 50-foot side yard when adjoining any Residential District.</p> <p>† Except in cases where said rear yard abuts property that is also zoned M-1, or C-1, in which case the rear yard setback shall be 30 feet.</p>									

**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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
David Goedken, Mayor

ATTEST:

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

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Clerk

ORDINANCE NO. 758

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE  
CITY OF MONTICELLO, IOWA, BY AMENDING PROVISIONS  
PERTAINING TO “NUISANCE ABATEMENT PROCEDURE”**

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

**SECTION 1. SECTION MODIFIED.** Section 50.01 (4) of the Code of Ordinances of the City of Monticello, Iowa, is repealed and the following adopted in lieu there:

4. "Side yard corner lots" means the yard area adjacent to the street right-of-way on a corner lot extending from the nearest point of the principal building, from the front yard to the rear property line.

**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 and approved by the City Council in session this \_\_\_\_\_ day of December 2022.

\_\_\_\_\_  
David Goedken, Mayor

ATTEST:

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

First Reading: \_\_\_\_\_, 2022

Second Reading: \_\_\_\_\_, 2022

Third Reading: \_\_\_\_\_, 2022

I certify that the foregoing document was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_ of December, 2022.

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

City Council Meeting  
Prep. Date: 12/28/2022  
Preparer: Sally Hinrichsen



Agenda Item: # 9-17  
Agenda Date: 1/3/2023

*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:**

- 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

December 15, 2022

Ref: MP-020-6(710)283--76-28  
MP-061-6(716)175--76-31  
MP-151-6(741)38--76-57

SUBJECT: PCC Pavement Patching

Dear City Council:

This letter is an official notification to your City Council that the Iowa Department of Transportation intends to let a PCC Pavement Patching project on 1/18/2023. The work consists of removal deteriorated pavement and replacement with a Portland Cement Concrete patch.

The project limits are:

- US 20 from Delaware to Illinois
- US 61 from the Dubuque/Jackson County line to Wisconsin
- US 151 from IA 13 to US 61

It is anticipated that the project will be completed in calendar year 2023. The work will be done in accordance with the current Form 810034, "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund and no charges will be made against the city.

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

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for Council members.

If you have any questions concerning the work involved, please contact this office as soon as possible in order to expedite any possible changes.

Sincerely yours,

Jesse Tibodeau, P.E.  
Assistant District Engineer



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JLT/AJS

cc: Jim Schnobelen, P.E., Iowa DOT District Engineer, District 6  
Jesse Tibodeau, P.E., Iowa DOT Assistant District Engineer, District 6  
Danielle Alvarez, P.E., Iowa DOT District Construction Engineer, District 6  
Hugh Holak, P.E., Iowa DOT Resident Construction Engineer, Manchester RCE Office  
Brian Stelken, Iowa DOT Engineering Tech. Senior, Manchester RCE Office  
Diane Recker, Iowa DOT Engineering Office Assistant, Manchester RCE Office  
Tom Storey, Iowa DOT Area Engineer, District 6  
Anthony Bardgett, Iowa DOT Area Engineer, District 6  
Erin Learn, City Clerk, City of Delaware, Iowa  
Tricia Maiers, City Clerk, City of Dyersville, Iowa  
City Clerk, City of Farley, Iowa  
Janet Berger, City Clerk, City of Epworth, Iowa  
Annette Ernst, City Administrator, City of Peosta, Iowa  
Adrienne Breitfelder, City Clerk, City of Dubuque, Iowa  
Rachel Bolender, City Clerk, City of Marion, Iowa  
Dee Wagaman, City Clerk, City of Springville, Iowa  
Jeremiah Hoyt, City Clerk, City of Anamosa, Iowa  
Sally Hinrichsen, City Clerk, City of Monticello, Iowa  
Danielle Hartke, City Clerk, City of Cascade, Iowa