

City of Monticello, Iowa

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Posted on March 30, 2023 at 11:00 a.m.

Revised and reposted on March 30, 2023 at 3:00 p.m.

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

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

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

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

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

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

Approval of Council Mtg. Minutes	March	20, 2023
Approval of Payroll	March	23, 2023
Approval of Bill List		
Approval of Kardes Convenience Store native wine license		
Approval of Casey's Class E alcohol license		

Public Hearings:

1. **Public Hearing** on the City of Monticello 2023/2024 Fiscal Year budget
2. **Resolution** Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2023 through June 30, 2024

3. **Public Hearing** on the Proposed Amendment to the Zoning Map of the City of Monticello, changing the zoning on 200 West 11th Street property from “C-1” General Business to “M-1” Light Manufacturing
4. **Ordinance** Amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to “Zoning Regulations”

Resolutions:

5. **Resolution # 2023-47** Approving the hiring of Aquatics Coordinator and Park and Recreation internship staff and setting wage. (Note this resolution was originally adopted on March 20, 2023 and Council can vote to either override the Mayor’s veto or let the Mayor’s veto stand)
6. **Resolution** Approving Change Order #1 in the decrease amount of \$9,750.00 and Change Order #2 in the increase amount of \$2,535.00 submitted by Boomerang related to the Monticello Airport Taxiway Connector Project
7. **Resolution** Approving the temporary use of yard signs for Theisen’s Lawn and Garden Center
8. **Resolution** Approving agreement between Snyder & Associates and City of Monticello to Design and Oversee the Construction of the Chestnut Street Project
9. **Resolution** Approving purchase of home at 541 North Chestnut Street and authorizing City Administrator to Close Real Estate Transaction
10. **Resolution** Accepting Consent Order from Iowa Department of Natural Resources
11. **Resolution** Approving the hiring of Water /Wastewater employee and setting wage

Motions:

12. **Motion** directing staff on how to proceed with the 2011 Dump truck

Ordinances:

13. **Ordinance** Amending the Code of Ordinances of the City of Monticello, Iowa, by Adding New Section to Chapter 23, Park and Recreation Board Section 23.08 Accounting of Park and Recreation Checking Account – (3rd and final reading)

14. **Ordinance** Amending the Code of Ordinances of the City of Monticello, Iowa, by Adding New Section to Chapter 180, Signage Regulations, Section 180.30 Special Sign Provisions for Buildings in the Main Street District (2nd reading)
15. **Ordinance** Amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Chapter 3 “Ward and Precinct Boundaries” (1st reading)
16. **Ordinance** Amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Chapter 2 “Charter” (1st reading)
17. **Ordinance** Amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Chapter 15 “Mayor”, Section 15.05 Voting (1st reading)
18. **Ordinance** Amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Chapter 17 “City Council”, Section 17.01 Number and Term of Council (1st reading)
19. **Ordinance** Amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Chapter 106 “Collection of Solid Waste”, Section 106.08 Collection Fees (1st reading)

Reports / Potential Actions:

20. City Engineer
21. Mayor
22. City Administrator
23. City Clerk
24. Public Works Director
25. Police Chief
26. Water/Wastewater Superintendent
27. Park and Recreation Director
28. Library Director

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

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: April 3, 2023 Council Meeting

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

Join Zoom Meeting

<https://us02web.zoom.us/j/84511425718>

Meeting ID: 845 1142 5718

One tap mobile

+13092053325,,84511425718# US

+13126266799,,84511425718# US (Chicago)

Dial by your location

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 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)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

Meeting ID: 845 1142 5718

Find your local number: <https://us02web.zoom.us/j/84511425718>

Regular Council Meeting
March 20, 2023 – 6:00 P.M.
Community Media Center

Mayor David Goedken called the meeting to order. Council present were: Chris Lux, Candy Langerman, Wayne Peach, Brenda Hanken, Scott Brighton and Tom Yeoman. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Library Director Faith Brehm, Water /Wastewater Superintendent Jim Tjaden and Park and Rec Director Jacob Oswald. 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.

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

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

Jones County Economic Director Derek Lumsden reviewed the Community Catalyst Building Remediation reimbursement request. Lumsden advised once City receives payment, they will pay the amount to Matt Kumley, less amount owed to the City. Brighton moved to approve Resolution #2023-45 to approve final reimbursement for Community Catalyst Building Remediation Grant available through the Iowa Economic Development Authority for improvements at 103 West Street. Peach seconded, roll call unanimous.

Brehm advised the Library Board moved to approve hiring a seasonal employee for up to 20 hours per week at \$10.00 per hour. Langerman moved to approve Resolution #2023-46 To Acknowledge the hiring of Monticello Library seasonal employee and setting wage, Hanken seconded, roll call unanimous.

Goedken advised the request for Park and Recreation and Aquatic Coordinator is in addition to the three approved at the last Council meeting. When asked if the contract staff pay would be paid or offset by the increase in fees, Oswald advised as close as possible. Oswald stated they replaced the position of a fulltime pool manager with the Aquatic Coordinator, which would free up time for Kegan and him to work on the 30 new programs that were added including baseball, softball, T-ball, MYBSA and a new soccer program. Oswald stated they have over 90 volunteer coaches and several City staff members are attending training on how to expand the volunteer programming options. After a lengthy discussion, Peach moved to approve Resolution #2023-47 Approving the hiring of Aquatics Coordinator and a Park and Recreation internship staff and setting wage. Yeoman seconded, roll call unanimous, except Hanken who voted nay.

Goedken voiced concern on Oswald keeping all the tournament funds in the checking account. Oswald advised once the program is over, he intends to issue a check to the City for the balance in the account. Brighton moved Ordinance #759 Amending the Code of Ordinances of the City of Monticello, Iowa, by Adding New Section to Chapter 23, “Park and Recreation Board” Section 23.08 Accounting of Park and Recreation Checking Account, second reading in title only. Lux seconded. Roll call was unanimous.

Regular Council Meeting
March 20, 2023

Monticello Main Street Director Brian Wolken advised he has been working with some downtown businesses to make the proposed changes to the City Code regarding signage in the downtown area. The changes would allow blade signs and luminated signs. The group has been looking at other community ordinances and working with a sign company from the Dubuque area. Brighton introduced and moved Ordinance #760 Amending the Code of Ordinances of the City of Monticello, Iowa, by Adding New Section to Chapter 180, "Signage Regulations", Section 180.30 Special Sign Provisions for Buildings in the Main Street District, first reading in title only. Hanken seconded. Roll call was unanimous.

Farnum reported City engineers did a new survey of the Sixth Street ditch and will come back with an engineer agreement to begin plans for the ditch improvements.

Farnum advised the City Engineer will have an engineer agreement for the Chestnut Street Improvements at the April 3rd Council meeting.

Farnum stated he worked on a Community Funding opportunity/grant through Mariannette Miller-Meeke's Office, with a very quick time frame to get submitted. He requested \$970,000 for the Community Building Improvements.

Goedken stated the water/wastewater department lost another employee, who took a job in another City. He advised the Council needs to look at this position, as we get them trained and they move on.

Hinrichsen reported the Governor combined several departments and the Current Offset Program which is administrated through the Department of Administrative Services will be run by the Department of Revenue and called the Setoff program. She is following the changes and advised Council may be required to sign new agreements with the Department of Revenue to administer the program for the City.

Tjaden advised there is a high demand for water and wastewater licensed staff. He currently has three applicants and none are licensed.

Oswald advised Kegan was at a soccer meeting tonight. Baseball and softball will be starting up soon.

Brehm advised the Music and Melody program will be this week and several other programs will be held at the Library.

Brighton moved to go into a closed session to discuss a real estate transaction pursuant to Iowa Code Section 21.5(1)(j), Hanken seconded. Roll call was unanimous. Council took a short break prior to going into the closed session at 7:12 PM.

Peach moved to go back into open session at 7:25 PM, Hanken seconded. Roll call was unanimous.

Regular Council Meeting
March 20, 2023

Yeoman moved to direct Farnum to proceed as discussed related to the purchase of the real estate, Langerman seconded, Roll call was unanimous.

Hanken moved to go into a closed session at 7:28 PM to discuss strategy with counsel in matters involving litigation pursuant to Iowa Code Section 21.5(1)(c), Brighton seconded. Roll call was unanimous.

Brighton moved to go back into open session at 7:41 PM, Hanken seconded. Roll call was unanimous.

Brighton moved to direct Farnum to proceed as directed on the matters involving litigation, Langerman seconded, roll call was unanimous.

Council held a budget work session, reviewing the changes with proposed budget and would like staff to look for cuts that could be made to the budget. Staff discussed changes to the budget with the loss of taxable valuation for Monticello.

Peach moved to adjourn at until 8:00 P.M.

David Goedken, Mayor

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - MARCH 23, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	March 6 - 19, 2023				
Jacob Gravel	\$ 1,712.00	\$ -	9.75	38.75	\$ 1,265.01
Mason Hanson	951.60	-	0.00	0.00	733.77
Mary Intlekofer	2,098.40	146.40	0.00	52.25	1,465.45
Lori Lynch	2,403.05	224.65	0.00	0.00	1,653.09
Coletta Matson	1,952.00	-	7.50	9.00	1,469.06
Kaleb Payne	1,872.00	-	0.00	2.50	1,482.69
Curtis Wyman	1,872.50	160.50	4.50	46.75	1,289.65
TOTAL AMBULANCE	\$ 12,861.55	\$ 531.55	12.00	149.25	\$ 9,358.72
CEMETERY	March 6 - 19, 2023				
Dan McDonald	\$ 1,788.00	\$ -	0.00	0.38	\$ 1,320.30
TOTAL CEMETERY	\$ 1,788.00	\$ -	0.00	0.38	\$ 1,320.30
CITY HALL	March 6 - 19, 2023				
Cheryl Clark	\$ 1,816.01	\$ -	0.00	20.25	\$ 1,248.61
Russ Farnum	3,961.54	-	0.00	0.00	2,651.33
Sally Hinrichsen	2,744.73	-	0.00	0.00	1,672.04
Nanci Tuel	1,618.40	-	0.00	0.00	1,071.56
TOTAL CITY HALL	\$ 10,140.68	\$ -	0.00	20.25	\$ 6,643.54
COUNCIL / MAYOR	March 6 - 19, 2023				
Scott Brighton	\$ 300.00	\$ -	0.00	0.00	\$ 276.78
Dave Goedken	500.00	-	0.00	0.00	461.30
Brenda Hanken	300.00	-	0.00	0.00	277.05
Candy Langerman	300.00	-	0.00	0.00	277.05
Chris Lux	300.00	-	0.00	0.00	276.78
Wayne Peach	300.00	-	0.00	0.00	237.05
Tom Yeoman	300.00	-	0.00	0.00	277.05
TOTAL COUNCIL / MAYOR	\$ 2,300.00	\$ -	0.00	0.00	\$ 2,083.06
LIBRARY	March 6 - 19, 2023				
Faith Brehm	\$ 1,615.38	\$ -	0.00	0.00	\$ 1,233.91
Molli Hunter	1,184.00	-	0.00	0.00	937.89
Penny Schmit	1,405.60	-	0.00	0.00	775.55
TOTAL LIBRARY	\$ 4,204.98	\$ -	0.00	0.00	\$ 2,947.35
MBC	March 6 - 19, 2023				
Keegan Arduser	\$ 1,384.62	\$ -	0.00	0.00	\$ 1,072.19
Jacob Oswald	2,193.88	-	0.00	0.00	1,668.50
TOTAL MBC	\$ 3,578.50	\$ -	0.00	0.00	\$ 2,740.69
POLICE	March 6 - 19, 2023				
Peter Fleming	\$ 2,449.44	\$ -	0.00	0.25	\$ 1,723.56
Dawn Graver	2,540.80	-	0.00	0.00	1,851.92
Erik Honda	2,829.92	184.56	0.00	29.25	2,113.19
Blaine Kamp	2,645.36	-	0.00	19.00	1,995.81
Jordan Koos	2,783.78	138.42	0.00	26.00	1,914.67
Britt Smith	3,461.54	-	0.00	0.00	2,550.63
Madonna Staner	1,623.20	-	0.00	0.00	1,252.18

PAYROLL - MARCH 23, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Brian Tate	2,991.06	-	0.00	17.25	2,158.21
TOTAL POLICE	\$ 21,325.10	\$ 322.98	0.00	91.75	\$ 15,560.17
ROAD USE	March 6 - 19, 2023				
Zeb Bowser	\$ 1,855.06	\$ 67.05	0.00	13.25	\$ 1,322.84
Nick Kahler	2,238.39	-	0.00	0.00	1,546.97
TJ Nealson	1,792.80	64.80	0.00	36.75	1,374.92
Jasper Scott	1,813.14	25.14	0.00	0.13	1,269.26
TOTAL ROAD USE	\$ 7,699.39	\$ 156.99	0.00	50.13	\$ 5,513.99
SEWER	March 4 - 17, 2023				
Tim Schultz	\$ 5,926.80	\$ 19.09	0.00	0.00	\$ 4,521.90
Jim Tjaden	2,576.92	-	0.00	0.00	1,887.44
TOTAL SEWER	\$ 8,503.72	\$ 19.09	0.00	0.00	\$ 6,409.34
WATER	March 4 - 17, 2023				
Scott Hagen	\$ 1,848.00	\$ -	0.00	54.00	\$ 1,464.29
TOTAL WATER	\$ 1,848.00	\$ -	0.00	54.00	\$ 1,464.29
TOTAL - ALL DEPTS.	\$ 74,249.92	\$ 1,030.61	12.00	365.76	\$ 54,041.45

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
BAKER PAPER CO INC	PD BUILDING SUPPLIES		40.09		

	110 POLICE DEPARTMENT TOTAL		40.09		
STREET LIGHTS					
ALLIANT ENERGY-IES	WELTER DRIVE STREETLIGHTS		181.90		
GENERAL TRAFFIC CONTROLS, INC.	LIGHT STRUCTURES		24,250.00		

	230 STREET LIGHTS TOTAL		24,431.90		
CEMETERY					
MARY JANE LAMPHIER	CEM OVERPAYMENT REFUND		100.00		

	450 CEMETERY TOTAL		100.00		
SOLDIER'S MEMORIAL BOARD					
LASLEY ELECTRIC LLC	SLDR MEM BLDG REPAIR/MAINT		510.44		

	498 SOLDIER'S MEMORIAL BOARD TOTAL		510.44		
ATTORNEY					
LYNCH DALLAS, P.C.	ATTORNEY FEES		495.00		

	641 ATTORNEY TOTAL		495.00		
CITY HALL/GENERAL BLDGS					
JACOB HEINSIUS	CH PEST CONTROL		70.00		
INFRASTRUCTURE TECHNOLOGY	CH ADOBE ACROBAT PRO LICENSE		815.52		
JOHN DEERE FINANCIAL	CH BLDG REPAIR/MAINT		7.98		
LASLEY ELECTRIC LLC	CH BLDG REPAIR/MAINT		5,476.63		
MONTICELLO COMM SCHOOL DISTRICT	CH OFFICE SUPPLIES		463.10		
WYATT KEEHNER	CH WINDOW CLEANING		652.00		
SHRED-MASTER	CH MISC CONTRACT WORK		80.16		

	650 CITY HALL/GENERAL BLDGS TOTAL		7,565.39		

	001 GENERAL TOTAL		33,142.82		
MONTICELLO BERNDES CENTER					
PARKS					
BAKER PAPER CO INC	MBC BUILDING SUPPLIES		282.60		
FAREWAY STORES #840-1	MBC CONCESSIONS		77.50		
JONES CO CATTLEMEN'S ASSOC	MBC DAMAGE DEPOSIT REFUND		200.00		
MONTICELLO SPORTS	MBC LEAGUE SUPPLIES		544.00		
WELLS FARGO VENDOR FINANCIAL	2020 TOOLCAT PAYMENT		1,048.95		

	430 PARKS TOTAL		2,153.05		

	005 MONTICELLO BERNDES CENTER TOTAL		2,153.05		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
FIRE					
FIRE					
MERCY PHYSICIAN ASSOCIATES	FIRE PHYSICAL - ARDUSER		1,354.00		
	150 FIRE TOTAL		1,354.00		
	015 FIRE TOTAL		1,354.00		
AMBULANCE					
AMBULANCE					
BAKER PAPER CO INC	AMB BUILDING SUPPLIES		40.09		
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES		517.66		
LISBON-MOUNT VERNON AMBULANCE	AMB PATIENT/MUTUAL AID FEES		200.00		
STERICYCLE, INC.	AMB PHARMACEUTICAL DISPOSAL		79.35		
ZOLL MEDICAL CORPORATION	AMB MEDICAL SUPPLIES		42.00		
	160 AMBULANCE TOTAL		879.10		
	016 AMBULANCE TOTAL		879.10		
LIBRARY IMPROVEMENT					
LIBRARY					
BAKER & TAYLOR BOOKS	LIB IMP BOOKS		232.43		
FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS		38.06		
PLAYAWAY PRODUCTS LLC	LIB IMP BOOKS		742.65		
PENNY SCHMIT	LIB IMP SUMMER READING		29.34		
	410 LIBRARY TOTAL		1,042.48		
	030 LIBRARY IMPROVEMENT TOTAL		1,042.48		
LIBRARY					
LIBRARY					
IOWA LIBRARY ASSOCIATION	LIB MEMBERSHIP RENEWAL		25.00		
LASLEY ELECTRIC LLC	LIB BLDG REPAIR/MAINT		510.44		
SYSTEMS TECHNOLOGY GROUP INC	LIB PROCESSING		495.00		
	410 LIBRARY TOTAL		1,030.44		
	041 LIBRARY TOTAL		1,030.44		
AIRPORT					
AIRPORT					
ALLIANT ENERGY-IES	20373 HWY 38 AIRPORT		658.43		
DUBUQUELAND DOOR CO.	AIRPORT BLDG REPAIR/MAINT		1,544.23		
MONTECELLO AVIATION INC	AIRPORT MANAGER		2,166.66		
	280 AIRPORT TOTAL		4,369.32		

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	046 AIRPORT TOTAL		4,369.32		
ROAD USE					
STREETS					
BAKER PAPER CO INC	RU SUPPLIES		96.87		
BEHREND'S SPINE & WELLNESS PLLC	RU EMER MED FEES - BOWSER		160.00		
CNH CAPITAL	RU EQUIP REPAIR/MAINT		603.92		
JOHN DEERE FINANCIAL	RU SUPPLIES		183.85		
MITCHELL LAKE STAHLBERG	RU EQUIP REPAIR/MAINT		178.67		
KROMMINGA MOTORS INC	RU EQUIP REPAIR/MAINT		912.00		
LAPORTE MOTOR SUPPLY	RU SUPPLIES		8.27		
NEXT GENERATION PLBG & HTG LLC	RU BLDG REPAIR/MAINT		210.70		
VERMEER IOWA & N MISSOURI	RU EQUIP REPAIR/MAINT		174.00		
	210 STREETS TOTAL		2,528.28		
SNOW REMOVAL					
ACCENT CONSTRUCTION	RU SNOW REMOVAL		115.00		
ALL SEASON'S TRUCKING INC	RU SNOW REMOVAL		2,479.44		
	250 SNOW REMOVAL TOTAL		2,594.44		
	110 ROAD USE TOTAL		5,122.72		
CAPITAL IMPROVEMENT					
CAPITAL PROJECTS					
HDR ENGINEERING INC	CAP IMP 2021 TAXIWAY/APRON		326.50		
MONTICELLO CARPET & INTERIORS	CAP IMP - COMMUNITY BUILDING		17,670.88		
	750 CAPITAL PROJECTS TOTAL		17,997.38		
	332 CAPITAL IMPROVEMENT TOTAL		17,997.38		
C.C. BIDWELL LIBRARY BOOK					
LIBRARY					
BAKER & TAYLOR BOOKS	BIDWELL BOOKS		138.87		
	410 LIBRARY TOTAL		138.87		
	502 C.C. BIDWELL LIBRARY BOOK TOTAL		138.87		
TRUST/IOMA MARY BAKER					
LIBRARY					
CENTER POINT PUBLISHING	LIB BAKER BOOKS		46.74		
	410 LIBRARY TOTAL		46.74		
	503 TRUST/IOMA MARY BAKER TOTAL		46.74		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
WATER					
WATER					
IOWA ASSN OF MUNICIPAL UTILI	WATER DUES - 2023		954.00		
JONES REGIONAL MEDICAL CENTER	WATER OSHA - HAGEN		95.00		
	810 WATER TOTAL		1,049.00		
	600 WATER TOTAL		1,049.00		
CUSTOMER DEPOSITS					
WATER					
CITY OF MONTICELLO	YOUSSE/BRICE		272.08		
ASHLEY DIXON	WATER DEPOSIT REFUND		92.92		
	810 WATER TOTAL		365.00		
	602 CUSTOMER DEPOSITS TOTAL		365.00		
SEWER					
SEWER					
FAREWAY STORES #840-1	SEWER LAB SUPPLIES		11.94		
JOHN DEERE FINANCIAL	SEWER SUPPLIES		12.01		
JONES REGIONAL MEDICAL CENTER	SEWER OSHA - HAGEN		95.00		
	815 SEWER TOTAL		118.95		
	610 SEWER TOTAL		118.95		
SANITATION					
SANITATION					
REPUBLIC SERVICES	RESIDENTIAL GARBAGE		24,143.16		
	840 SANITATION TOTAL		24,143.16		
	670 SANITATION TOTAL		24,143.16		
YARD WASTE SITE					
SANITATION					
RANDALL G THUMAN	YARD WASTE COMPOST		7,500.00		
	840 SANITATION TOTAL		7,500.00		
	675 YARD WASTE SITE TOTAL		7,500.00		
	Accounts Payable Total		100,453.03		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND NAME	AMOUNT
001 GENERAL	33,142.82
005 MONTICELLO BERNDEN CENTER	2,153.05
015 FIRE	1,354.00
016 AMBULANCE	879.10
030 LIBRARY IMPROVEMENT	1,042.48
041 LIBRARY	1,030.44
046 AIRPORT	4,369.32
110 ROAD USE	5,122.72
332 CAPITAL IMPROVEMENT	17,997.38
502 C.C. BIDWELL LIBRARY BOOK	138.87
503 TRUST/IOMA MARY BAKER	46.74
600 WATER	1,049.00
602 CUSTOMER DEPOSITS	365.00
610 SEWER	118.95
670 SANITATION	24,143.16
675 YARD WASTE SITE	7,500.00

TOTAL FUNDS	100,453.03

City Council Meeting
Prep. Date: 3/20/2023
Preparer: Sally Hinrichsen



Agenda Item: # 1 & 2
Agenda Date: 04/03/2023

Communication Page

Agenda Items Description: Public Hearing on proposal Fiscal Year 2024 Budget and Resolution to adopt the Annual Budget for Fiscal Year July 1, 2023 through June 30, 2024

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

Attachments & Enclosures:

Resolution
Budget report

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Council held budget meetings and chose to move forward with the Fiscal Year 2024 budget. Public Hearing was scheduled for tonight to be followed by a Resolution approving the proposed budget.

Background Information: The Council previously held a public hearing related to the maximum tax dollars to be collected by the City for the General Fund and Employee Benefits (the “Max Levy” hearing), which was held at the February 20th Council meeting. The proposed tax collections for the General Fund Levy (\$8.10 per \$1,000 of taxable valuation), Liability, Property & Self Insurance (\$0.69997 per \$1,000 of taxable valuation) and Employee Benefits Fund Levy (\$4.71479 per \$1,000 of taxable valuation) total \$1,923,561, which is 14.47% more than last year’s total of \$1,680,366. For that reason, the Council did need to pass the Max Levy Resolution by a 2/3rds vote, which was approved at that meeting.

Senate File 181 (SF181) was signed into law by Governor Reynolds on February 20, 2023. The signing of SF181 into law has affected the city budget process in a few ways. First is that the rollback on residential property is being lowered from 56.4919% to 54.6501%. This will result in a reduction in taxable valuation in the residential, commercial, industrial and railroad property classes. This means that the amount of property tax dollars that you can get at the same rate will be lower than under the previous taxable valuation.

SF181 also changes the submission deadlines for budgets to April 30 for this year only, in order to allow cities more time to complete their budget after the revised taxable valuation is reported. The budget must be submitted to the County Auditor by no later than April 30 2023.

Staff continues to tweak the budget and will go over budget at meeting.

Staff Recommendation: Staff recommends that the Mayor open the public hearing and that public comments be received, if any, before the Mayor closes the public hearing. Thereafter, staff recommends that the Mayor entertains a motion to Resolution to adopt the Annual Budget for Fiscal Year July 1, 2023 through June 30, 2024

The City of Monticello, Iowa

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

RESOLUTION

Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2023 through June 30, 2024

- WHEREAS,*** The City of Monticello, Iowa is an incorporated City within Jones County, Iowa; and
- WHEREAS,*** City Council published notice of and held a public hearing on the proposed budget; and
- WHEREAS,*** The City Staff has prepared the FY 2024 annual budget, as set forth in the budget summary certificate, requirement schedules, resource detail, showing estimates and appropriations for said fiscal year; and
- WHEREAS,*** The City Council directs the overall budget be approved as published; and

NOW THEREFORE, BE IT RESOLVED that the City of Monticello, Iowa does hereby adopt the annual budget for FY 2024 and direct the City Clerk to make the filing required by law and set up the books in accordance with the adopted budget summary.

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 3rd day of April 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024
ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES
The City of : MONTICELLO County Name: JONES COUNTY

Adopted On: (entered upon adoption) Resolution: (entered upon adoption).

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	138,670,924	2b	135,871,798	City Number: 53-495 Last Official Census: 4,040
DEBT SERVICE	3a	158,370,086	3b	155,570,960	
Ag Land	4a	1,907,315			

TAXES LEVIED

Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW		Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000		5	1,123,234	1,100,562	43	8.10000
Non-Voted Other Permissible Levies							
Contract for use of Bridge	0.67500		6		0	44	0.00000
Opr & Maint publicly owned Transit	0.95000		7		0	45	0.00000
Rent, Ins. Maint of Civic Center	Amt Nec		8		0	46	0.00000
Opr & Maint of City owned Civic Center	0.13500		9		0	47	0.00000
Planning a Sanitary Disposal Project	0.06750		10		0	48	0.00000
Aviation Authority (under sec.330A.15)	0.27000		11		0	49	0.00000
Levee Impr. fund in special charter city	0.06750		13		0	51	0.00000
Liability, property & self insurance costs	Amt Nec		14	100,000	97,981	52	0.72113
Support of a Local Emerg.Mgmt.Comm.	Amt Nec		462		0	465	0.00000
Voted Other Permissible Levies							
Instrumental/Vocal Music Groups	0.13500		15		0	53	0.00000
Memorial Building	0.81000		16		0	54	0.00000
Symphony Orchestra	0.13500		17		0	55	0.00000
Cultural & Scientific Facilities	0.27000		18		0	56	0.00000
County Bridge	As Voted		19		0	57	0.00000
Missi or Missouri River Bridge Const.	1.35000		20		0	58	0.00000
Aid to a Transit Company	0.03375		21		0	59	0.00000
Maintain Institution received by gift/devise	0.20500		22		0	60	0.00000
City Emergency Medical District	1.00000		463		0	466	0.00000
Support Public Library	0.27000		23		0	61	0.00000
Unified Law Enforcement	1.50000		24		0	62	0.00000
Total General Fund Regular Levies (5 thru 24)			25	1,223,234	1,198,543		
Ag Land	3.00375		26	5,730	5,730	63	3.00375
Total General Fund Tax Levies (25 + 26)			27	1,228,964	1,204,273		
Special Revenue Levies							
Emergency (if general fund at levy limit)	0.27000		28		0	64	0.00000
Police & Fire Retirement	Amt Nec		29		0		0.00000
FICA & IPERS (if general fund at levy limit)	Amt Nec		30	310,815	304,542		2.24139
Other Employee Benefits	Amt Nec		31	356,230	349,040		2.56889
Total Employee Benefit Levies (29,30,31)			32	667,045	653,582	65	4.81028
Sub Total Special Revenue Levies (28+32)			33	667,045	653,582		
As Req		With Gas & Elec Valuation	Without Gas & Elec Valuation				
SSMID 1		0	0	34	0	66	0.00000
SSMID 2		0	0	35	0	67	0.00000
SSMID 3		0	0	36	0	68	0.00000
SSMID 4		0	0	37	0	69	0.00000
SSMID 5		0	0	555	0	565	0.00000
SSMID 6		0	0	556	0	566	0.00000
SSMID 7		0	0	1177	0	1179	0.00000
SSMID 8		0	0	1185	0	1187	0.00000
Total Special Revenue Levies			39	667,045	653,582		
Debt Service Levy 76.10(6)	Amt Nec		40	416,375	409,016	70	2.62913
Capital Projects (Capital Improv. Reserve)	0.67500		41		0	71	0.00000
Total Property Taxes (27+39+40+41)			42	2,312,384	2,266,871	72	16.26054

(Signature)

(Date)

(County Auditor)

(Date)

NOTICE OF PUBLIC HEARING - CITY OF MONTICELLO - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2023 - June 30, 2024

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/20/2023 **Meeting Time:** 06:00 PM **Meeting Location:** 220 E 1st Street, Monticello, IA

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.ci.monticello.ia.us

City Telephone Number
 (319) 465-3577

	Current Year Certified Property Tax 2022 - 2023	Budget Year Effective Property Tax 2023 - 2024	Budget Year Proposed Maximum Property Tax 2023 - 2024	Annual % CHG
Regular Taxable Valuation	145,194,423	138,670,924	138,670,924	
Tax Levies:				
Regular General	1,176,075	1,176,075	1,157,189	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs			100,000	
Support of Local Emer. Mgmt. Commission			0	
Emergency			0	
Police & Fire Retirement			0	
FICA & IPERS	284,941	284,941	310,141	
Other Employee Benefits	219,350	219,350	356,231	
Total Tax Levy	1,680,366	1,680,366	1,923,561	14.47
Tax Rate	11.57321	12.11765	13.87141	

Explanation of significant increases in the budget:

Loss of revenue due to legislation adopted by the state in 2021 that made changes to the property tax system that impacted city revenues: 1) The state is phasing out its reimbursement to the city for property tax reductions resulting from the rollback of commercial and industrial property, and 2) The elimination of the multi-residential property class. Previously, the majority of this class of property was valued as commercial and is being rolled back to a residential valuation. Additional increases in the general fund budget are due to inflation

If applicable, the above notice also available online at:

City Web sites: ci.monticello.ia.us and monticello.lib.ia.us; Instagram site: [monticello_public_library](https://www.instagram.com/monticello_public_library) City Facebook sites: City of Monticello, Monticello Public Library - Ross & Elizabeth Baty, Monticello Ambulance Service, The Monticello Police Department, Monticello Aquatic Center, and City of Monticello - IA Parks & Recreation

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

FUND BALANCE
 City Name: MONTICELLO
 Fiscal Year July 1, 2023 - June 30, 2024

	GENERAL	SPECIAL REVENUES	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2022									
Beginning Fund Balance July 1	1,387,415	1,155,043	72,584	117,437	706,440	292,680	3,731,599	657,595	4,389,194
Actual Revenues Except Beg Balance	3,895,499	1,096,671	717,964	653,304	779,277	5,910	7,148,625	2,813,699	9,962,324
Actual Expenditures Except End Balance	3,646,690	1,312,275	463,448	639,158	847,040	4,156	6,912,767	2,068,917	8,981,684
Ending Fund Balance June 30	1,636,224	939,439	327,100	131,583	638,677	294,434	3,967,457	1,402,377	5,369,834
Re-Estimated FY 2023									
Beginning Fund Balance	1,636,224	939,439	327,100	131,583	638,677	294,434	3,967,457	1,402,377	5,369,834
Re-Est Revenues	3,731,074	1,144,568	506,000	653,165	1,792,383	6,500	7,833,690	5,714,323	13,548,013
Re-Est Expenditures	4,027,997	1,247,708	466,166	641,336	1,224,135	4,850	7,612,192	4,923,557	12,535,749
Ending Fund Balance	1,339,301	836,299	366,934	143,412	1,206,925	296,084	4,188,955	2,193,143	6,382,098
Budget FY 2024									
Beginning Fund Balance	1,339,301	836,299	366,934	143,412	1,206,925	296,084	4,188,955	2,193,143	6,382,098
Revenues	4,284,953	1,348,468	553,000	836,382	1,707,196	5,975	8,735,974	18,357,521	27,093,495
Expenditures	4,439,766	1,694,160	598,826	815,114	2,251,051	5,100	9,804,017	18,307,341	28,111,358
Ending Fund Balance	1,184,488	490,607	321,108	164,680	663,070	296,959	3,120,912	2,243,323	5,364,235

LOCAL EMC SUPPORT

City Name: MONTICELLO

Fiscal Year July 1, 2023 - June 30, 2024

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.		0
Support of a Local Emerg. Mgmt. Comm.	0	0
TOTAL FOR FY 2024	0	0

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

City Name: MONTICELLO

Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT PROPRIETARY	RE-ESTIMATED 2023	ACTUAL 2022
PUBLIC SAFETY								
Police Department/Crime Prevention	1 665,132	178,346					843,478	811,720
Jail	2						0	0
Emergency Management	3						0	0
Flood Control	4						0	0
Fire Department	5 148,765						148,765	107,765
Ambulance	6 545,477	124,124					669,601	661,534
Building Inspections	7						0	0
Miscellaneous Protective Services	8						0	1,831
Animal Control	9 500						500	0
Other Public Safety	10 2,700						2,700	0
TOTAL (lines 1 - 10)	11 1,362,574	302,470				0	1,665,044	1,582,850
PUBLIC WORKS								
Roads, Bridges, & Sidewalks	12 43,500	636,227					679,727	756,124
Parking - Meter and Off-Street	13						0	0
Street Lighting	14 104,000						104,000	74,183
Traffic Control and Safety	15						0	0
Snow Removal	16		22,000				22,000	19,291
Highway Engineering	17						0	0
Street Cleaning	18						0	0
Airport (if not Enterprise)	19 150,675						150,675	82,723
Garbage (if not Enterprise)	20						0	0
Other Public Works	21 6,500						6,500	500
TOTAL (lines 12 - 21)	22 304,675	658,227				0	962,902	932,821
HEALTH & SOCIAL SERVICES								
Welfare Assistance	23						0	0
City Hospital	24						0	0
Payments to Private Hospitals	25						0	0
Health Regulation and Inspection	26						0	0
Water, Air, and Mosquito Control	27						0	0
Community Mental Health	28						0	0
Other Health and Social Services	29						0	0
TOTAL (lines 23 - 29)	30 0	0				0	0	0
CULTURE & RECREATION								
Library Services	31 182,510	50,966				4,850	238,326	219,963
Museum, Band and Theater	32						0	0
Parks	33 322,241	53,280					375,521	271,358
Recreation	34 146,900	7,555					154,455	133,789
Cemetery	35 71,407	15,616					87,023	68,381
Community Center, Zoo, & Marina	36						0	0
Other Culture and Recreation	37 57,892	7,843					65,735	52,512
TOTAL (lines 31 - 37)	38 780,950	135,260				4,850	921,060	746,003

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

City Name: MONTICELLO
 Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2023	ACTUAL 2022
COMMUNITY & ECONOMIC DEVELOPMENT									
39 Community Beautification									0
40 Economic Development									0
41 Housing and Urban Renewal									0
42 Planning & Zoning									0
43 Other Com & Econ Development									0
44 TIF Rebates			242,006					242,006	243,670
45 TOTAL (lines 39 - 44)	0	0	242,006		0	0		242,006	243,670
GENERAL GOVERNMENT									
46 Mayor, Council, & City Manager	33,650	4,717						38,367	22,472
47 Clerk, Treasurer, & Finance Adm.	199,857	67,034						266,891	252,730
48 Elections									0
49 Legal Services & City Attorney	90,000							90,000	56,066
50 City Hall & General Buildings	378,560							378,560	322,710
51 Tort Liability									0
52 Other General Government	45,300							45,300	15,712
53 TOTAL (lines 46 - 52)	747,367	71,751	0		0	0		819,118	669,690
54 DEBT SERVICE				641,336	1,224,135			1,224,135	733,774
55 Gov Capital Projects									0
56 TIF Capital Projects					1,224,135			1,224,135	113,266
57 TOTAL CAPITAL PROJECTS	0	0	0	641,336	1,224,135	0		1,224,135	847,040
58 TOTAL Governmental Activities Expenditures (lines 39-57)	3,195,566	1,167,708	242,006	641,336	1,224,135	4,850		6,475,601	5,661,232
BUSINESS TYPE ACTIVITIES Proprietary, Enterprise & Budgeted ISF									
59 Water Utility							415,778	415,778	337,296
60 Sewer Utility							594,640	594,640	565,481
61 Electric Utility								0	0
62 Gas Utility								0	0
63 Airport								0	0
64 Landfill/Garbage							557,235	557,235	557,281
65 Transit								0	0
66 Cable TV, Internet & Telephone								0	0
67 Housing Authority								0	0
68 Storm Water Utility							28,300	28,300	32,814
69 Other Business Type (city hosp., ISF, parking, etc.)							15,000	15,000	6,706
70 Enterprise DEBT SERVICE							50,000	50,000	0
71 Enterprise CAPITAL PROJECTS							3,000,000	3,000,000	446,350
72 Enterprise TIF CAPITAL PROJECTS								0	0
73 TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)							4,660,953	4,660,953	1,945,928
74 TOTAL ALL EXPENDITURES (lines 58+73)	3,195,566	1,167,708	242,006	641,336	1,224,135	4,850	4,660,953	11,136,554	7,607,160
75 Regular Transfers Out	832,431	80,000					262,604	1,175,035	1,154,746
76 Internal TIF Loan Transfers Out			224,160					224,160	219,778
77 Total ALL Transfers Out	832,431	80,000	224,160	0	0	0	262,604	1,399,195	1,374,524
78 Total Expenditures and Other Fin. Uses (lines 74+77)	4,027,997	1,247,708	466,166	641,336	1,224,135	4,850	4,923,557	12,535,749	8,981,684
79 Ending Fund Balance - June 30	1,339,301	836,299	366,934	143,412	1,206,925	296,084	2,193,143	6,382,098	5,369,834

RE-ESTIMATED REVENUES DETAIL
 City Name: MONTICELLO
 Fiscal Year July 1, 2022 - June 30, 2023

REVENUES & OTHER FINANCING SOURCES	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT PROPRIETARY	RE-ESTIMATED 2023	ACTUAL 2022
1 Taxes Levied on Property	1,158,669	494,433		367,952			2,021,054	1,852,491
2 Less: Uncollected Property Taxes - Levy Year							0	0
3 Net Current Property Taxes (line 1 minus line 2)	1,158,669	494,433		367,952	0		2,021,054	1,852,491
4 Delinquent Property Taxes							0	0
5 TIF Revenues			500,000				500,000	714,143
6 Other City Taxes:								
7 Utility Tax Replacement Excise Taxes	22,991	9,858		6,517			39,366	38,654
8 Utility franchise tax (Iowa Code Chapter 364.2)							0	0
9 Parimutuel wager tax							0	0
10 Gaming wager tax							0	0
11 Mobile Home Taxes							0	2,941
12 Hotel/Motel Taxes	40,000						40,000	34,681
13 Other Local Option Taxes	400,000						400,000	555,668
14 Subtotal - Other City Taxes (lines 6 thru 12)	462,991	9,858		6,517	0		479,366	631,944
15 Licenses & Permits	240,075						240,075	289,370
16 Use of Money & Property	270,390	6,212	6,000	2,200	18,600	24,650	329,552	292,804
17 Intergovernmental:								
18 Federal Grants & Reimbursements		540,960			1,166,074		1,166,074	340,075
19 Road Use Taxes	148,572	13,105		9,732	64,000		235,409	165,316
20 Local Grants & Reimbursements	122,705				32,680		155,385	178,329
21 Subtotal - Intergovernmental (lines 16 thru 19)	271,277	554,065	0	9,732	1,262,754	0	2,097,828	1,236,100
22 Charges for Fees & Service:								
23 Water Utility						496,300	496,300	487,120
24 Sewer Utility						1,276,000	1,276,000	1,025,998
25 Electric Utility							0	0
26 Gas Utility							0	0
27 Parking							0	0
28 Airport						612,073	612,073	632,172
29 Landfill/Garbage							0	0
30 Hospital							0	0
31 Transit							0	0
32 Cable TV, Internet & Telephone							0	0
33 Housing Authority							63,300	63,622
34 Storm Water Utility							433,050	460,258
35 Other Fees & Charges for Service	433,050						2,880,723	2,669,170
36 Subtotal - Charges for Service (lines 21 thru 33)	433,050	0		0	0	2,447,673	22,300	35,306
37 Special Assessments							312,920	363,082
38 Miscellaneous	162,951					5,000		
39 Other Financing Sources:								
40 Regular Operating Transfers In	716,671	80,000		42,604	125,760	210,000	1,175,035	1,154,746
41 Internal TIF Loan Transfers In				224,160			224,160	219,778
42 Subtotal ALL Operating Transfers In	716,671	80,000		266,764	125,760	210,000	1,399,195	1,374,524
43 Proceeds of Debt (Excluding TIF Internal Borrowing)					250,000	3,000,000	3,250,000	502,850
44 Proceeds of Capital Asset Sales	15,000						15,000	540
45 Subtotal - Other Financing Sources (lines 36 thru 39)	731,671	80,000	0	266,764	375,760	3,210,000	4,664,195	1,877,914
46 Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	3,731,074	1,144,568	506,000	653,165	1,792,383	6,500	13,548,013	9,962,324
47 Beginning Fund Balance July 1	1,636,224	939,439	327,100	131,583	638,677	294,434	5,369,834	4,389,194

EXPENDITURES SCHEDULE PAGE 1

City Name: MONTICELLO

Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
PUBLIC SAFETY										
Police Department/Crime Prevention	791,390	220,835						1,012,225	843,478	811,720
Jail								0	0	0
Emergency Management								0	0	0
Flood Control								0	0	0
Fire Department	103,945							103,945	148,765	107,765
Ambulance	682,340	163,537						845,877	669,601	661,534
Building Inspections								0	0	0
Miscellaneous Protective Services								0	0	1,831
Animal Control	500							500	500	0
Other Public Safety	2,700							2,700	2,700	0
TOTAL (lines 1 - 10)	1,580,875	384,372				0		1,965,247	1,665,044	1,582,850
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	18,000	974,267						992,267	679,727	756,124
Parking - Meter and Off-Street								0	0	0
Street Lighting	95,000							95,000	104,000	74,183
Traffic Control and Safety								0	0	0
Snow Removal		35,000						35,000	22,000	19,291
Highway Engineering								0	0	0
Street Cleaning								0	0	0
Airport	99,925							99,925	150,675	82,723
Garbage (if not Enterprise)								0	0	0
Other Public Works	6,500							6,500	6,500	500
TOTAL (lines 12 - 21)	219,425	1,009,267				0		1,228,692	962,902	932,821
HEALTH & SOCIAL SERVICES										
Welfare Assistance								0	0	0
City Hospital								0	0	0
Payments to Private Hospitals								0	0	0
Health Regulation and Inspection								0	0	0
Water, Air, and Mosquito Control								0	0	0
Community Mental Health								0	0	0
Other Health and Social Services								0	0	0
TOTAL (lines 23 - 29)	0	0				0		0	0	0
CULTURE & RECREATION										
Library Services	198,810	60,231				5,100		264,141	238,326	219,963
Museum, Band and Theater								0	0	0
Parks	391,087	49,618						440,705	375,521	271,358
Recreation	192,395	8,095						200,490	154,455	133,789
Cemetery	72,124	16,845						88,969	87,023	68,381
Community Center, Zoo, & Marina								0	0	0
Other Culture and Recreation	60,921	8,611						69,532	65,735	52,512
TOTAL (lines 31 - 37)	915,337	143,400				5,100		1,063,837	921,060	746,003

EXPENDITURES SCHEDULE PAGE 2

City Name: MONTICELLO

Fiscal Year July 1, 2023 - June 30, 2024

	GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
	COMMUNITY & ECONOMIC DEVELOPMENT										
39	Community Beautification								0	0	0
40	Economic Development								0	0	0
41	Housing and Urban Renewal								0	0	0
42	Planning & Zoning								0	0	0
43	Other Com. & Econ Development			306,020					306,020	242,006	243,670
44	TIF Rebates			306,020					306,020	242,006	243,670
45	TOTAL (lines 39 - 44)	0	0								
	GENERAL GOVERNMENT										
46	Mayor, Council, & City Manager	33,683	2,500						36,183	38,367	22,472
47	Clerk, Treasurer, & Finance Adm.	212,293	74,621						286,914	266,891	252,730
48	Elections								0	0	0
49	Legal Services & City Attorney	80,000							80,000	90,000	56,066
50	City Hall & General Buildings	359,450							359,450	378,560	322,710
51	Tort Liability								0	0	0
52	Other General Government	60,300							60,300	45,300	15,712
53	TOTAL (lines 46 - 52)	745,726	77,121	0	815,114				822,847	819,118	669,690
54	DEBT SERVICE								815,114	641,336	639,158
55	Gov Capital Projects					1,671,051			1,671,051	1,224,135	733,774
56	TIF Capital Projects					580,000			580,000	0	113,266
57	TOTAL CAPITAL PROJECTS	0	0	0		2,251,051			2,251,051	1,224,135	847,040
58	TOTAL Government Activities Expenditures (lines 39-57)	3,461,363	1,614,160	306,020	815,114	2,251,051	5,100		8,452,808	6,475,601	5,661,232
	BUSINESS TYPE ACTIVITIES										
	Proprietary: Enterprise & Budgeted ISF										
59	Water Utility								392,280	415,778	337,296
60	Sewer Utility								628,049	594,640	565,481
61	Electric Utility								0	0	0
62	Gas Utility								0	0	0
63	Airport								0	0	0
64	Landfill/Garbage								600,187	557,235	557,281
65	Transit								0	0	0
66	Cable TV, Internet & Telephone								0	0	0
67	Housing Authority								0	0	0
68	Storm Water Utility								30,200	28,300	32,814
69	Other Business Type (city hosp., ISF, parking, etc.)								15,000	15,000	6,706
70	Enterprise DEBT SERVICE								350,000	50,000	0
71	Enterprise CAPITAL PROJECTS								15,777,337	3,000,000	446,350
72	Enterprise TIF CAPITAL PROJECTS								0	0	0
73	TOTAL Business Type Expenditures (lines 59 - 72)								17,793,053	4,660,953	1,945,928
74	TOTAL ALL EXPENDITURES (lines 39-73)	3,461,363	1,614,160	306,020	815,114	2,251,051	5,100		17,793,053	11,136,554	7,607,160
75	Regular Transfers Out	978,403	80,000						1,572,691	1,175,035	1,154,746
76	Internal TIF Loan / Repayment Transfers Out			292,806					292,806	224,160	219,778
77	Total ALL Transfers Out	978,403	80,000	292,806	0		0		1,865,497	1,399,195	1,374,524
78	Total Expenditures & Fund Transfers Out (lines 74-77)	4,439,766	1,694,160	598,826	815,114	2,251,051	5,100		18,307,341	12,535,749	8,981,684
79	Ending Fund Balance June 30	1,184,488	490,607	321,108	164,680	663,070	296,959		5,364,235	6,382,098	5,369,834

REVENUES DETAIL

City Name: MONTICELLO

Fiscal Year July 1, 2023 - June 30, 2024

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
REVENUES & OTHER FINANCING SOURCES										
Taxes Levied on Property	1,204,273	653,582		409,016	0	0		2,266,871	2,021,054	1,852,491
Less: Uncollected Property Taxes - Levy Year								0	0	0
Net Current Property Taxes (line 1 minus line 2)	1,204,273	653,582		409,016	0	0		2,266,871	2,021,054	1,852,491
Delinquent Property Taxes								0	0	0
TIF Revenues		550,000						550,000	500,000	714,143
Other City Taxes:										
Utility Tax Replacement Excise Taxes	24,691	13,463	0	7,359				45,513	39,366	38,654
Utility franchise tax (Iowa Code Chapter 364.2)								0	0	0
Parimutuel wager tax								0	0	0
Gaming wager tax								0	0	0
Mobile Home Taxes										2,941
Hotel/Motel Taxes	25,000							25,000	40,000	34,681
Other Local Option Taxes	599,691	13,463		7,359	0			620,513	400,000	555,668
Subtotal - Other City Taxes (lines 6 thru 12)	258,450	3,315		2,000	10,225	1,475		258,450	240,075	289,370
Licenses & Permits	295,932							331,347	329,552	292,804
Use of Money & Property										
Intergovernmental:										
Federal Grants & Reimbursements	500	560,000			173,521			234,546	1,166,074	340,075
Road Use Taxes								560,000	540,960	552,380
Other State Grants & Reimbursements	106,242	37,608		19,500				170,075	235,409	165,316
Local Grants & Reimbursements	221,080				5,000			226,080	155,385	178,329
Subtotal - Intergovernmental (lines 16 thru 19)	327,822	597,608	0	19,500	178,521			1,190,701	2,097,828	1,236,100
Charges for Fees & Services:										
Water Utility								514,771	496,300	487,120
Sewer Utility								1,077,600	1,276,000	1,023,998
Electric Utility									0	0
Gas Utility									0	0
Parking									0	0
Airport									0	0
Landfill/Garbage								653,900	612,073	632,172
Hospital									0	0
Transit									0	0
Cable TV, Internet & Telephone									0	0
Housing Authority									0	0
Storm Water Utility								66,200	63,300	63,622
Other Fees & Charges for Service	481,850							481,850	433,050	460,258
Subtotal - Charges for Service (lines 21 thru 33)	481,850	0		0	21,270	0		2,794,321	2,880,723	2,669,170
Special Assessments								21,270	22,300	35,306
Miscellaneous	230,125	500			22,900	4,500		289,525	312,920	363,082
Other Financing Sources:										
Regular Operating Transfers In	887,710	80,000		105,701	99,280			1,572,691	1,175,035	1,154,746
Internal TIF Loan Transfers In				292,806				292,806	224,160	219,778
Subtotal ALL Operating Transfers In	887,710	80,000		398,507	99,280			1,865,497	1,399,195	1,374,524
Proceeds of Debt (Excluding TIF Internal Borrowing)					1,375,000			16,905,000	3,250,000	502,850
Proceeds of Capital Asset Sales								0	15,000	540
Subtotal-Other Financing Sources (lines 38 thru 40)	887,710	80,000	0	398,507	1,474,280	0		18,770,497	4,664,195	1,877,914
TOTAL REVENUES EXCEPT FOR BEGINNING FUND BALANCE (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	4,284,953	1,348,463	553,000	836,382	1,707,196	5,975	18,357,521	27,093,495	13,548,013	9,962,324
Beginning Fund Balance July 1	1,339,301	836,299	366,934	143,412	1,206,925	296,084	2,193,143	6,382,098	5,369,834	4,389,194
TOTAL REVENUES & BEGIN BALANCE (lines 42-43)	5,624,254	2,184,767	919,934	979,794	2,914,121	302,059	20,550,664	33,475,593	18,917,847	14,351,518

ADOPTED BUDGET SUMMARY

City Name: MONTICELLO

Fiscal Year July 1, 2023 - June 30, 2024

	GENERAL	SPECIAL REVENUES	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
Revenues & Other Financing Sources										
1 Taxes Levied on Property	1,204,273	653,582		409,016	0			2,266,871	2,021,054	1,852,491
2 Less: Uncollected Property Taxes--Levy Year	0	0		0	0			0	0	0
3 Net Current Property Taxes	1,204,273	653,582		409,016	0			2,266,871	2,021,054	1,852,491
4 Delinquent Property Taxes	0	0		0	0			0	0	0
5 TIF Revenues		550,000								
6 Other City Taxes	599,691	13,463		7,359	0			550,000	500,000	714,143
7 Licenses & Permits	258,450	0						620,513	479,366	631,944
8 Use of Money and Property	295,032	3,315	3,000	2,000	10,225	1,475	16,300	331,347	240,075	289,370
9 Intergovernmental	327,822	597,608	0	19,500	178,521	0	67,250	1,190,701	2,097,828	282,804
10 Charges for Fees & Service	481,850	0		0	0	0	2,312,471	2,794,321	2,880,723	2,669,170
11 Special Assessments	0	0		0	21,270	0	0	0	22,300	35,306
12 Miscellaneous	230,125	500		0	22,900	4,500	31,500	289,525	312,920	363,082
13 Sub-Total Revenues	3,397,243	1,268,468	553,000	437,875	232,916	5,975	2,427,521	8,322,998	8,883,818	8,084,410
Other Financing Sources:										
14 Total Transfers In	887,710	80,000	0	398,507	99,280	0	400,000	1,865,497	1,399,195	1,374,524
15 Proceeds of Debt	0	0	0	0	1,375,000	0	15,530,000	16,905,000	3,250,000	502,850
16 Proceeds of Capital Asset Sales	0	0	0	0	0	0	0	0	15,000	540
17 Total Revenues and Other Sources	4,284,953	1,348,468	553,000	836,382	1,707,196	5,975	18,357,521	27,093,495	13,548,013	9,962,324
Expenditures & Other Financing Uses										
18 Public Safety	1,580,875	384,372	0	0		0		1,965,247	1,665,044	1,582,850
19 Public Works	219,425	1,009,267	0	0		0		1,228,692	962,902	932,821
20 Health and Social Services	0	0	0	0		0		0	0	0
21 Culture and Recreation	915,337	143,400	0	0	5,100	0		1,063,837	921,060	746,003
22 Community and Economic Development	0	0	306,020	0	0	0		306,020	242,006	243,670
23 General Government	745,726	77,121	0	0	0	0		822,847	819,118	669,690
24 Debt Service	0	0	0	815,114		0		815,114	641,336	639,158
25 Capital Projects	0	0	0	0	2,251,051	0		2,251,051	1,224,135	847,040
26 Total Government Activities Expenditures	3,461,363	1,614,160	306,020	815,114	2,251,051	5,100		8,452,808	6,475,601	5,661,232
27 Business Type Proprietary: Enterprise & ISF										
28 Total Gov & Bus Type Expenditures	3,461,363	1,614,160	306,020	815,114	2,251,051	5,100	17,793,053	17,793,053	4,660,953	1,945,928
29 Total Transfers Out	978,403	80,000	292,806	0	0	0	17,793,053	26,245,861	11,136,554	7,607,160
30 Total ALL Expenditures/Fund Transfers Out	4,439,766	1,694,160	598,826	815,114	2,251,051	5,100	18,307,341	28,111,358	12,555,749	1,374,524
31 Excess Revenues & Other Sources Over										
32 (Under) Expenditures/Transfers Out	-154,813	-345,692	-45,826	21,268	-543,855	875	50,180	-1,017,863	1,012,264	980,640
33 Beginning Fund Balance July 1	1,339,301	836,299	366,934	143,412	1,206,925	296,084	2,193,143	6,382,098	5,369,834	4,389,194
34 Ending Fund Balance June 30	1,184,488	490,607	321,108	164,680	663,070	296,959	2,243,323	5,364,235	6,382,098	5,369,834

LONG TERM DEBT SCHEDULE - GRAND TOTALS
 GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2024	Interest Due FY 2024	Total Obligation Due FY 2024	Bond Reg./ Paying Agent Fees Due FY 2024	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	705,000	107,810	812,810	2,200	0	398,635	416,375
NON GO - TOTAL	625,249	351,390	976,639	600	0	977,239	0
GRAND - TOTAL	1,330,249	459,200	1,789,449	2,800	0	1,375,874	416,375

NOTICE OF PUBLIC HEARING – PROPOSED BUDGET

Fiscal Year July 1, 2023 - June 30, 2024

City of: **MONTICELLO**

The City Council will conduct a public hearing on the proposed Budget at: 220 East First Street, Monticello, Iowa Meeting Date: 4/3/2023 Meeting Time: 06:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property	16.26054
The estimated tax levy rate per \$1000 valuation on Agricultural land is	3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(319) 465-3577

City Clerk/Finance Officer's NAME
Sally Hinrichsen

		Budget FY 2024	Re-estimated FY 2023	Actual FY 2022
Revenues & Other Financing Sources				
Taxes Levied on Property	1	2,266,871	2,021,054	1,852,491
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	2,266,871	2,021,054	1,852,491
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	550,000	500,000	714,143
Other City Taxes	6	620,513	479,366	631,944
Licenses & Permits	7	258,450	240,075	289,370
Use of Money and Property	8	331,347	329,552	292,804
Intergovernmental	9	1,190,701	2,097,828	1,236,100
Charges for Fees & Service	10	2,794,321	2,880,723	2,669,170
Special Assessments	11	21,270	22,300	35,306
Miscellaneous	12	289,525	312,920	363,082
Other Financing Sources	13	16,905,000	3,265,000	503,390
Transfers In	14	1,865,497	1,399,195	1,374,524
Total Revenues and Other Sources	15	27,093,495	13,548,013	9,962,324
Expenditures & Other Financing Uses				
Public Safety	16	1,965,247	1,665,044	1,582,850
Public Works	17	1,228,692	962,902	932,821
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,063,837	921,060	746,003
Community and Economic Development	20	306,020	242,006	243,670
General Government	21	822,847	819,118	669,690
Debt Service	22	815,114	641,336	639,158
Capital Projects	23	2,251,051	1,224,135	847,040
Total Government Activities Expenditures	24	8,452,808	6,475,601	5,661,232
Business Type / Enterprises	25	17,793,053	4,660,953	1,945,928
Total ALL Expenditures	26	26,245,861	11,136,554	7,607,160
Transfers Out	27	1,865,497	1,399,195	1,374,524
Total ALL Expenditures/Transfers Out	28	28,111,358	12,535,749	8,981,684
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-1,017,863	1,012,264	980,640
Beginning Fund Balance July 1	30	6,382,098	5,369,834	4,389,194
Ending Fund Balance June 30	31	5,364,235	6,382,098	5,369,834

City Council Meeting
Prep. Date: 03/28/2023
Preparer: Russell Farnum



Agenda Item: # 3 & 4
Agenda Date: 04/03/2023

Communication Page

Agenda Items Description: **Public Hearing** on the Proposed Amendment to the Zoning Map of the City of Monticello, changing the zoning on 200 West 11th Street property from “C-1” General Business to “M-1” Light Manufacturing and **Ordinance** Amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to “Zoning Regulations”

Type of Action Requested: **Public Hearing and Ordinance**

Attachments & Enclosures:
Ordinance
Notice of Hearing
Pre-Annexation Agreement
Related prior actions

Fiscal Impact:	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The City had entered into a pre-annexation agreement with Horsfield regarding the property at 200 W. 11th Street, which provided for “M-1” Light Industrial zoning (among other considerations) upon annexation. Later the property was annexed with a number of other properties, all of which were zoned “C-1” General Business in a blanket statement. This property, therefore, is currently zoned C-1, when it was intended, and used for, industrial purposes.

Since this mistake was on the part of the City, staff brought forward this request to correct the mistake.

At the April 3 meeting, Council must first hold a public hearing on this rezoning request, followed by possible action on the request by approval of the accompanying ordinance.

Background: Since Horsfield’s concrete business was bought out, the concrete plant at the subject property has been dismantled, and the property is for sale. In response to inquiries about the property, the Public Works Director and City Administrator were surprised to find the lot was actually zoned C-1, General Business, rather than M-1 Industrial.

In researching the history of the property and trying to figure out why it was zoned C-1, we found that in May, 2009, the City approved a pre-annexation agreement with Horsfield that provided for M-1 zoning upon annexation. In addition, the City would extend water and sewer to the property, and other considerations.

But the property was not annexed until 2016, by Resolution 16-88. It was simultaneously annexed with multiple other business properties, all of which were zoned “C-1” General Business by Ordinance No. 692. That action seems to be simply an oversight, with the M-1 zoning for this parcel a forgotten detail at that time. The pre-annexation agreement, annexation and zoning actions are all attached for review.

The property should have been zoned “M-1” in accordance with the pre-annexation agreement. The property is surrounded by M-1 zoned properties, or properties that used for industrial purposes, save for an unincorporated parcel to the west which is still farmed. The Comprehensive Plan calls for this area to be developed with Industrial land uses.

The proposed zoning is compatible with the existing land uses, it follows the Plan, and it corrects a prior mistake on the part of the City. For these reasons, rezoning the property to M-1 Light Industrial is recommended.

The Planning and Zoning Board reviewed this at their meeting of March 28, and unanimously recommended approval of rezoning the property to M-1 Industrial.

Recommendation: After the hearing, a motion to approve this Ordinance on first reading is recommended.

ORDINANCE NO. ____

An Ordinance amending the Monticello Code of Ordinances, by amending Chapter 165 “ZONING REGULATIONS” of certain property located within the City Limits of the City of Monticello, same being generally described as 200 W. 11th Street, Monticello, IA 52310, legally described as set forth below, and amending the Official Zoning Map.

Legal Description: That part of the W ½ SE ¼ of Section 16, Township 86, North, Range 3, West of the 5th P.M., described more particularly as follows: Commencing 759.5 feet East of the Southwest Corner of said SE ¼; thence North 656.5 feet; thence East 263.2 feet to the West right-of-way line of the C. M. St. P. Railway Company; thence South 11°46’ East 670.6 feet; thence West 400 feet to the point of beginning, containing 5.3 acres, more or less, Subject to the rights of the public in all highways.

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

A. Zoning Classification:

That the Zoning Classification for the above-described property shall be hereby amended from its’ present designation of C-1 General Commercial to M-1 Light Manufacturing.

B. Repealer:

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

C. Severability:

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

D. Effective Date

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

1st reading passed by the Council on this ____th day of April, 2023

2nd reading passed by the Council on this ____th day of April, 2023

3rd reading passed by the Council on this ____th day of May, 2023

Dave Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance # ____ was published in the Monticello Express on the ____th of May, 2023.

Sally Hinrichsen, City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED ZONING CHANGE

Notice Is Hereby Given that a Public Hearing will be held on the 3rd day of April, 2023, at 6:00 o'clock p.m., at the Mary Lovell LeVan Monticello Renaissance Center, Community Media Center, 220 East First Street, on the Proposed Amendment to the Zoning Map of the City of Monticello, changing the zoning on the following property from "C-1" General Business to "M-1" Light Manufacturing:

That part of the W ½ SE ¼ of Section 16, Township 86, North, Range 3, West of the 5th P.M., described more particularly as follows: Commencing 759.5 feet East of the Southwest Corner of said SE ¼; thence North 656.5 feet; thence East 263.2 feet to the West right-of-way line of the C. M. St. P. Railway Company; thence South 11°46' East 670.6 feet; thence West 400 feet to the point of beginning, containing 5.3 acres, more or less, Subject to the rights of the public in all highways.

and commonly known as 200 W. 11th Street.

The proposed amendment is in keeping with the original pre-annexation agreement for the property, which was mistakenly zoned C-1 upon annexation. At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Sally Hinrichsen
City Clerk

The City of Monticello, Iowa

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

RESOLUTION #09-59

Approving Pre-Annexation Agreement by and between the City of Monticello and Horsfield Materials, Inc.

WHEREAS, Horsfield Materials, Inc. has purchased a parcel of property that is located adjacent to and North of 11th Street, same being contiguous with existing City of Monticello property to the South, and

WHEREAS, Horsfield Materials, Inc. desires that City Utilities be provided to said property, and

WHEREAS, Horsfield Materials, Inc., intends to use said property for purposes of a cement / concrete plant, and

WHEREAS, The City Administrator and Horsfield Materials have negotiated the terms of a proposed pre-annexation agreement, attached hereto, and same being, by this reference, incorporated within this Resolution as if same had been set forth fully verbatim herein

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby find the terms and conditions of the Pre-Annexation Agreement to be agreeable and appropriate, and does hereby approve the pre-annexation agreement as proposed in its entirety.

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 4th day of May, 2009.

Don "Ho" Miyagawa, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

Prepared By: Douglas D. Herman, 200 East First Street, Monticello, Iowa 52310 (319) 465-6435

PREANNEXATION AGREEMENT

This Preannexation Agreement is entered into by and between the City of Monticello, a municipal corporation (hereinafter referred to as “City”) and Horsfield Materials, Inc., an Iowa Corporation, (hereinafter referred to as “Owner”).

WITNESSETH:

WHEREAS, Owner owns property legally described as set out on Exhibit “A”, attached hereto, hereinafter referred to as “Subject Property”; and

WHEREAS, The Subject Property is presently located entirely within Jones County, Iowa, and outside the corporate limits of any other city; and

WHEREAS, Subject Property is adjacent and contiguous with the corporate boundaries of the City of Monticello, and

WHEREAS, Owner and City both desire that Subject Property be annexed to the City of Monticello.

NOW, THEREFORE, in furtherance of the above desires and objectives, the parties agree as follows:

- (1) The Subject Property, will be zoned “M-1” Light Industrial and/or Manufacturing, pursuant to the Code of Ordinances, City of Monticello; and
- (2) The Owner and City agree that the City will allow the extension of the City water and sewer mains from the South side of 11th Street to the North side of 11th Street and will further allow owner to tap into said lines for water and sewer service to the subject property.

- a. The City agrees to pay for the materials associated with the sewer and water main extensions, from the South side of 11th Street to the North side of 11th Street, including the costs related to manholes as determined necessary and/or appropriate by the City as indicated above and the owner agrees to install the materials and extensions at no additional cost to the City.
 - b. The owner shall be permitted to open-cut 11th Street for the purpose of sewer and water main installation and shall be solely responsible to return 11th Street to a concrete street finish consistent with City specifications, all at owners cost.
- (3) Any wells presently existing on the property will be capped and any septic tanks will be removed or filled, both being subject to review and inspection of the City Public Works Director. If well(s) or septic tank(s), not presently known to exist, are found to exist at any later date, the owner, or any successor owner of this property, shall be obligated to conform to the provisions of this section; and
- (4) The Owner will grant the City a Utility Easement, 20' in width, along the entire length of the Eastern boundary of their property, to allow for the possible future installation / extension, repair and maintenance of sanitary and/or water mains.
- (5) The Owner agrees that this document shall, among other things, be considered an agreement for the extension of City services, and does hereby waive its' right to withdraw consent to the voluntary annexation of the subject property.

WHEREAS, It is understood and agreed that the Owner will file an Application for Voluntary Annexation of the Subject Property subject to the conditions set forth in this Preannexation Agreement. The failure of either party hereto to comply with the terms or conditions set forth herein are enforceable by any appropriate legal means. All provisions set forth above shall survive the annexation of Subject Property and shall be binding on the parties thereafter as applicable.

This Agreement shall be binding on and shall inure to the benefit of all successors, assigns and grantees of the City and Owner(s).

“CITY”

CITY OF MONTICELLO

ATTEST:

By: _____
Don “Ho” Miyagawa, Mayor

Sally Hinrichsen, City Clerk

STATE OF IOWA)
)§
COUNTY OF JONES)

On this ___ day of _____, 2009, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Don “Ho” Miyagawa and Sally Hinrichsen, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Monticello, Iowa; that the seal affixed to foregoing instrument was signed and sealed on behalf of the corporation by authority of its City Council and that the Mayor and City Clerk as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public, State of Iowa

“OWNER”

Horsfield Materials, Inc.

By: _____
Matt Horsfield, President

STATE OF IOWA)
)§
COUNTY OF JONES)

On this ___ day of _____, 2009, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Matt Horsfield, known to me to be the identical person named herein, who, being by me duly sworn, did state that he is the President of Horsfield Materials, Inc.; that the corporation has no seal; and that he, as President, is fully authorized to execute the above and foregoing “Pre-Annexation Agreement” on behalf of and at the direction of the Corporation; and that he further acknowledged the execution of said instrument to be an expression of his voluntary act and deed.

Notary Public, State of Iowa

Preparer: Doug Herman, Monticello City Admin. 200 E. 1st St., Monticello, IA 52310; 319.465.3577
Return to: Doug Herman, Monticello City Admin. 200 E. 1st St., Monticello, IA 52310

Amendment to Ordinance recorded as document 2000 3630, recorded date November 28, 2000

ORDINANCE NO. 692

An Ordinance amending the Monticello Code of Ordinances, by amending Chapter 165 “ZONING REGULATIONS” of certain properties located within the City Limits of the City of Monticello, same being generally described and located at 200 W. 11th Street, 19284 Amber Road X44, 16509 Hardscrabble Road, 16513 Hardscrabble Road, 1011 S. Main Street, 19411 Bus. Hwy. 151, and 200 Southhaven Drive (Parcels 2016-14 and 2016-15) and amending the Official Zoning Map.

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

A. Zoning Classification:

That the Zoning Classification for the properties located at:

200 W. 11th Street
19284 Amber Road X44
16509 Hardscrabble Road
16513 Hardscrabble Road
1011 S. Main Street
19411 Bus. Hwy. 151

shall hereby be amended from their present designation of A-1 Agricultural to C-1 Commercial, and

That the Zoning Classification for the property located at:

Parcel 2016-15 (same currently being a portion of the property generally described as 200 Southhaven Drive but becoming a part of the property generally described as 1011 S. Main Street)

shall hereby be amended from its present designation of R-1 Single Family Residential to C-1 Commercial, and

That the Zoning Classification for the property located at:

Parcel 2016-14 (same currently being a portion of the property generally described as 200 Southhaven Drive and remaining as such)

shall hereby be confirmed as remaining zoned R-1 Single Family Residential, same being a part of a lot that was previously zoned R-1, but which has been divided into two parcels, Parcel 2016-14 and 2016-15, with the zoning of Parcel 2016-15 being amended from R-1 to C-1 as previously noted herein.

B. Repealer:

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

C. Severability:

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

D. Effective Date:

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

1st reading passed by the Council on this 7th day of November, 2016.

2nd reading passed by the Council on this 21st day of November, 2016.

3rd reading passed by the Council on this 5th day of December, 2016.

Dena Himes, Mayor

Attest:

Sally Hinrichsen, City Clerk

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance #692 was published in the Monticello Express on the 28th day of December, 2016.

Sally Hinrichsen, City Clerk

Signed and dated this _____ day of _____, 2017.

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 03/29/2023
Preparer: Sally Hinrichsen



Agenda Item: #5
Agenda Date: 04/03/2023

Communication Page

Agenda Items Description: Resolution # 2023-47 Approving the hiring of Aquatics Coordinator and Park and Recreation internship staff and setting wage. (Note this resolution was originally adopted on March 20, 2023 and Council can vote to either override the Mayor’s veto or let the Mayor’s veto stand)

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution

Fiscal Impact:	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Council adopted this resolution on March 20, 2023. Mayor vetoed the Resolution and submitted his written explanation of the reason for his veto on March 24, 2023 and requested it be placed on this agenda for Council to re-consider

Within 30 days of March 24th, Council may re-pass the resolution with at least two-thirds vote of the Council

From the League of Cities Website:

Role of the Mayor

The majority of cities in Iowa operate under the Mayor-Council form of government with an odd number of council members. Under this form of government, the mayor never votes, not even to break a tie. The mayor has no veto authority over a motion, but the mayor can veto a resolution or ordinance (or amendments to such) within 14 days after the council passes it. The mayor must give the council a written explanation of the reasons for the veto at the time of the veto. Within 30 days after the veto, the council may re-pass the resolution, ordinance or amendment with at least a two-thirds vote of the council. The mayor is also the presiding officer of the council as described in Section 372.14 and is often tasked with leading city council meetings and enforcing any rules and procedures adopted by the council.

Recommendation: Council should re-consider Resolution #2023-47 and vote to either override the Mayor’s veto or let the Mayor’s veto stand

The City of Monticello, Iowa

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

RESOLUTION #2023-47

Approving the hiring of Aquatics Coordinator and a Park and Recreation internship staff and setting wage

WHEREAS, Monticello Park and Recreation Director desires to hire an Aquatics Coordinator. Their duties and responsibilities would include, but are not limited to, ensuring staff certifications, leading aquatic staff training, staff scheduling, pre-season and in-season in-services, develop/implement a variety of new aquatic programming, provide on-site supervision, manage daily operations of aquatic center, and other duties as assigned relative to the aquatic center, must be a certified lifeguard and possess Water Safety Instructor certification. Wage to be in the range of \$8,000-\$10,000, paid out as a monthly stipend from April-August, with potential for incentives and bonuses based on additional programming/'new' revenue, and

WHEREAS, Monticello Park and Recreation Director desires to hire an Internship. Their responsibilities would include, but are not limited to assisting with planning/ promoting/ scheduling of various programs and special events, assisting with marketing and communication efforts, assisting with concession operations. Wage to be \$5,000, paid out as a monthly stipend from May-August, and

WHEREAS, Monticello Park and Recreation Director discussed Aquatics Coordinator possible incentives could include additional \$250 for Lifeguard Instructor certification, a percentage (determined by Park and Recreation Director/Park Board) of registration or entry fee for new programs/events, not to exceed \$250/program or event, and

WHEREAS, Monticello Park and Recreation Director discussed Internship potential . Potential for incentives and bonuses based on additional programming meeting goals set by Park and Recreation Director and Park Board. Examples of potential incentives include a percentage of registration/entry fees for new programs/events, not to exceed \$250/program or event, percentage of sponsorship dollars raised for events/banner program (not to exceed \$1,000), and

WHEREAS, The City Administrator and Park and Recreation Director recommends hiring an Aquatics Coordinator and Park and Recreation internship staff , to work under the supervision of the Park and Recreation Director, and

WHEREAS, The Park and Recreation Board and Director recommends hiring staff, as noted above and

NOW, THEREFORE, The Council hereby approves hiring an Aquatics Coordinator and Park and Recreation internship staff and wage, as noted above.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 20th day of March 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
 Prep. Date: 03/28/2023
 Preparer: Russell Farnum



Agenda Item: # 6
 Agenda Date: 04/03/2023

Communication Page

Agenda Items Description: Resolution Approving Change Order #1 in the decrease amount of \$9,750.00 and Change Order #2 in the increase amount of \$2,535.00 submitted by Boomerang related to the Monticello Airport Taxiway Connector Project

Type of Action Requested: Motion to Approve		
Attachments & Enclosures: Change Orders (2)	Fiscal Impact:	
	Budget Line Item:	Airport Capital
	Budget Summary:	
	Expenditure:	Net \$ 7215 savings
	Revenue:	

Synopsis: During the beginning of the taxiway extension project, the contractor has identified two changes necessary as change orders for the project.

Background: Two change orders for construction are needed at the Airport for the taxiway project.

The first change order reduces the amount of culvert that is required, resulting in a cost savings. The change would alter the size of the storm sewer inlets in order to improve apron grades on the surrounding slabs as well as remove one of the two 30-inch RCP pipes between the two inlets. This revision would reduce project cost by \$9,750

The second change order amends the specifications on subdrain outlets, replacing the bare exposed pipe with an end unit structure. The updated specs are required to meet DOT, FAA and airport requirements. This change results in an increase in cost of \$2535.

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

Approving Change Order #1 in the decrease amount of \$9,750.00 and Change Order #2 in the increase amount of \$2,535.00, submitted by Boomerang related to the Monticello Airport Taxiway Connector Project

WHEREAS, Boomerang is contracted with the City to complete the Monticello Airport Taxiway Connector Project, AIP Project 3-19-0061-12-2022 and

WHEREAS, Boomerang has submitted Change Order #1 tied to improvement of apron slab grade adjacent to the proposed storm sewer inlets at the west end of the project in the decrease amount of \$9,750.00 and Change Order #2 tied adjusting apron grades adjacent to structures and adding subdrain outlet devices for the subdrain system in the increase amount of \$2,535.00, and

WHEREAS, The City Engineer has reviewed the proposed Change Order #1 and change Order #2, and recommends that they be approved by the City Council.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve Change Order #1 submitted by Boomerang related to the Monticello Airport Taxiway Connector Project in the decrease amount of \$9,750.00 and Change Order #1 submitted by Boomerang related to the Monticello Airport Taxiway Connector Project in the decrease amount of \$2,535.00. The total of Change Order 1 & 2 is a decrease amount of \$7,215.00.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 3rd day of April, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



Memo

Date: Thursday, September 29, 2022

Project: Construct Taxiway Connector

To: Anthony Pollard, PE – FAA Central Region

From: City of Monticello (Sponsor)

Subject: FAA Review – Change Order No. 1

Dear Mr. Pollard,

The City of Monticello, Iowa (Sponsor) seeks to obtain FAA concurrence on Change Order No. 01 for the Construct Connector Taxiway project at the Monticello Regional Airport (MXO), AIP Grant No. 3-19-0061-012-2022. The Sponsor intends to prepare and submit a Grant Amendment request reflecting this proposed Change Order within this project's closeout documents.

The change order is needed to improve apron slab grade adjacent to the proposed storm sewer inlets at the west end of the project. The proposed change would alter the size of the storm sewer inlets in order to improve apron grades on the surrounding slabs as well as remove one of the two 30-inch RCP pipes between the two inlets. This revision would reduce project cost by altering the length of Item No – D-701-5.3 30-Inch Class III, RCP from 78 LF to 39 LF.

Please find attached the following supporting documents:

- Change Order No. 01 document identifying the scope and the estimated (\$9,750.00) Change to the Contract Price;
- Sponsor Estimate, completed by our consultant;
- Documentation of Cost Analysis;
- Justification Statement

Since only minor differences were observed between the Sponsor Estimate and the Contractor's Change Proposal, the Sponsor has not identified a need to negotiate the proposed Change in Contract Price. The Sponsor intends to proceed with the (\$9,750.00) Change Order.

Thank you for your time considering this request in advance.

Sincerely

Russell Farnum

Russ Farnum
Monticello City Administrator

CHANGE ORDER NO.: 01

Owner:	City of Monticello, Iowa	Owner's Project No.:	-
Engineer:	HDR	Engineer's Project No.:	10332195
Contractor:	Boomerang Corp	Contractor's Project No.:	-
Project:	Construct Connector Taxiway		
Contract Name:	Construct Connector Taxiway		
Date Issued:	XXXXX	Effective Date of Change Order:	XXXXX

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

Description:

00 52 13 – Agreement:

- Article 5 – Contract Price, Paragraph 5.01 B: Unit Price Work table; Revise estimated quantity of item number D-701-5.3 from 78 LF to 39 LF; Revise Extended Price of item number D-701-5.3 from \$19500 to \$9750; Revise Total of all Extended Prices for Unit Price Work from \$933,655.00 to \$923,905.00.
- Article 5 – Contract Price, Paragraph 5.01 C: Replace paragraph C with the following: "Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$923,905.00.

Attachments:

- **Change Proposal**
- **Sponsor Estimate**
- **Documentation of Cost Analysis**
- **Justification Statement**
- **Revision 01 Plan Sheets: CJ101, CS101, CU101, CU201, and CU601**

Change in Contract Price	Change in Contract Times 0 Days
Original Contract Price: \$ 933,655.00	Original Contract Times: Substantial Completion: 150 Calendar Days Ready for final payment: 180 Calendar Days
Contract Price prior to this Change Order: \$ 933,655.00	Contract Times prior to this Change Order: Substantial Completion: 150 Calendar Days Ready for final payment: 180 Calendar Days
Decrease this Change Order: \$ 9,750.00	Increase this Change Order: Substantial Completion: 10 Calendar Days Ready for final payment: 10 Calendar Days
Contract Price incorporating this Change Order: \$ 923,905.00	Contract Times with all approved Change Orders: Substantial Completion: 160 Calendar Days Ready for final payment: 190 Calendar Days

Recommended by Engineer (if required)	Accepted by Contractor
By: <u>Matthew Wilke</u>	<u>Keegan Parizek</u>
Title: <u>Engineer</u>	<u>Project Manager</u>
Date: <u>10/06/2022</u>	<u>10/06/2022</u>

	<u>Authorized by Owner</u>	<u>Approved by Funding Agency (if applicable)</u>
By:	<u>Russell Farnum</u>	<u></u>
Title:	<u>City Administrator</u>	<u></u>
Date:	<u>9/30/2022</u>	<u></u>

CHANGE PROPOSAL

Owner: City of Monticello, Iowa
Project Name: Construct Connector Taxiway
Change Proposal No.: 01 Date: 30 Sept 2022
Subject: Change Proposal for Revised Structure Sizes

The following changes to the Contract are proposed:

SCOPE OF PROPOSED CHANGE TO CONTRACT: *(Attach supporting documentation as necessary)*

Revise estimated quantity of Item D-701-5.3 30-Inch Class III, RCP from 78 LF to 39 LF.

JUSTIFICATION:

To adjust apron grades adjacent to structures as recommended by the Engineer.

PROPOSED CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changes as follows:

For Contract Price, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required

Description		Contract Times (days)	
		Substantial	Final
1. 30" RCP	(\$9750.00)		
Total This Change Proposal	(\$9750.00)		

Contractor represents that supporting data attached to this Change Proposal are accurate and complete. The requested time or price adjustment indicated in this Change Proposal is the entire adjustment to which the Contractor believes it is entitled as a result of the proposed change(s) indicated herein.

Change Proposal by: Keegan Parizek, Boomerang Corp. (Contractor)

Signature of Proposer: Keegan Parizek



Change Order No. 1

Sponsor Estimate

AIP Grant No. 3-19-0061-012-2022 Construct Connector Taxiway
Monticello Regional Airport, Iowa

No.	Spec	Description	Unit	Quantity	Unit Cost	Total Cost
1	D-701-5.3	30-inch, Class III, Reinforced Concrete Pipe	LF	-39	\$250.00	(9,750.00)
					Total	(9,750.00)

Documentation of Cost Analysis

Pursuant to Federal Regulation 49 CFR Part 18.36(f), the Sponsor has performed a Cost Analysis comparing the Sponsor Estimate to the Change Proposal received by the Contractor (Boomerang Corp.) The percent difference between the Sponsor Estimate and the Change Proposal is less than 10%.

Consequently, the Sponsor did not identify a need to negotiate the proposed Change in Contract Price further and intends to proceed with the Change Order with the Contractor.

Item	Sponsor Estimate	Change Proposal	% Difference
D-701-5.3	(\$9,750.00)	(\$9,750.00)	0

Justification Statement

The Sponsor provides the following justification statement for the proposed Work to be included in Change Order No. 01:

- The proposed change would alter the size of two (2) storm sewer inlet structures in order to improve apron grades on the surrounding slabs as well as remove one (1) of the two 30-inch RCP pipes between the two inlets. This revision would reduce project cost by altering the length of Item No – D-701-5.3 30-Inch Class III, RCP from 78 LF to 39 LF. The smaller storm sewer inlets are needed to maintain apron grade within tolerance limits within FAA AC 150-5300-13B Airport Design.



U.S. Department
of Transportation

**Federal Aviation
Administration**

Central Region
Iowa, Kansas,
Missouri, Nebraska

Agenda Item: # _____
Agenda Date: 04/03/2023

901 Locust
Kansas City, Missouri 64106
(816) 329-2600

October 26, 2022

Mr. Russ Farnum
City Administrator
City of Monticello
200 East First Street
Monticello, IA 52310

Re: Monticello Regional Airport (MXO); Monticello, IA
AIP No. 3-19-0061-012
Construct Connector Taxiway

Subject: Change Order No. 1 Determination

Dear Mr. Farnum:

FAA Determination

We have reviewed Change Order No. 1 and determined that the additional contract items are eligible for AIP participation. The following contract items are approved in the total amount of **\$(9,750.00)** with no change in contract time

1. Item 1: D-701 30" RCP from 78 LF to 39 LF

Limitation to Determination

- This determination is solely for the purpose of establishing eligibility of costs under the AIP program. This approval does not represent a commitment of Federal funds beyond the original grant obligation.
- If applicable, our approval with an increase in the contract time does not represent FAA concurrence with additional construction phase services.

What you need to submit now

If you have not already, please forward a copy of the executed change to my attention as soon as it is available.

What you need to do during construction

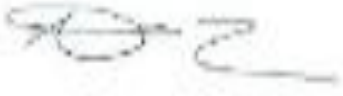
Please ensure that your as-built record drawings detail the improvements addressed by this change order.

Questions

If you have any questions, please contact me at (816) 329-2619 or anthony.pollard@faa.gov.

Sincerely,

Page 2 of 2
Change Order
MXO 012

A handwritten signature in black ink, appearing to read 'APollard', with a long horizontal flourish extending to the right.

Anthony Pollard
State Airport Engineer - Iowa

cc:

City Council Meeting
Prep. Date: 3/28/2023
Preparer: Britt Smith



Agenda Item: # 7
Agenda Date: 4/3/2023

Communication Page

Agenda Items Description: Resolution to approve the temporary placement of yard signs for Theisen’s Lawn and Garden Center.

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: Approval of temporary yard signs for Theisen’s Lawn and Garden Center.

Background Information: Theisen’s has requested the ability to place temporary yard style advertisement signs for their annual opening of the Lawn and Garden Center. While our City Code addresses temporary signage and limits it to the following periods and locations, we had previously granted Theisen’s an exception to this for their lawn and garden center.

180.19 TEMPORARY SIGNS.

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

In 2019, we permitted through Council resolution the ability for Theisen’s to place signs throughout the community for a period of 30 days. These signs were limited to private property only and I monitored the time period and ensured that all signs were removed by the 30-day deadline. I don’t specifically remember a request for 2020, but that may have been due to Covid-19.

Theisen’s would again like approval to place yard signs and to begin placing signs on or after April 3rd and have them removed by Sunday April 30th (28-day period). By code, temporary signs are approved for 7-day periods, and not to exceed 4 periods per year. I think it could be viewed that a single occurrence not to exceed a 28-day period could also be acceptable.

Theisen’s was specifically looking at putting them up at the entrance points into Monticello, and at key intersections throughout the community. I see it being problematic for them to find areas along the key entrance points into Monticello that wouldn’t be considered “right of way” area and that finding

private property near the key intersections that still permit adequate visibility from the roadway will be difficult. It is my belief that they intended to put them in areas that would be considered “right of way”.

The council would need to make the following decisions:

1. Placement. Right of way or Private Property only. This allows the Police Department to enforce the placement if signs are found within the right of way.
2. Approve the requested 30-day time period, or limit to 28 total days for a single occurrence.
3. Limit to the number of signs. No regulation with the ordinance.

Staff Recommendation: I recommend that the Council consider the options and provide staff with direction on reporting back to Theisen’s staff.

The City of Monticello, Iowa

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

RESOLUTION

Approving the temporary use of yard signs
for Theisen's Lawn and Garden Center

WHEREAS, Theisen's Lawn and Garden Center located at 120 North Sycamore Street has placed temporary yard signs for their Lawn and Garden Center in 2019 with Council approval, and

WHEREAS, A request has been received to allow placement of temporary yard style advertisement signs for Theisen's annual opening of the Lawn and Garden Center, and

WHEREAS, City Code 180.19 allows temporary signs and reads as follows:

180.19 Temporary Signs

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

And,

WHEREAS, To be compliant they need Council approval to place the signs, and

WHEREAS, The Council finds that Theisen's Lawn and Garden Center should be allowed to place temporary yard signs for their Lawn and Garden Center with the following stipulations:

1. Signs will be allowed on private property.
2. Signs will be allowed for a period of 28 days.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby to approve Temporary Signage for Theisen's Lawn and Garden Center, with the stipulations stated above.

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 3rd day of April, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 03/28/2023
Preparer: Russell Farnum



Agenda Item: # 8
Agenda Date: 04/03/2023

Communication Page

Agenda Items Description: **Resolution** Approving agreement between Snyder & Associates and City of Monticello to Design and Oversee the Construction of the Chestnut Street Project

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

Synopsis: This is the Professional Services Agreement with City Engineer Snyder Associates to complete the engineering for the Chestnut Street project. The amount of \$57,000 provides two additional bid options which will give the Council an idea of the alternatives and the actual costs of the options of brick replacement and historic lighting.

Background: The reconstruction of Chestnut Street between 2nd and 3rd Streets has been a Council priority and is planned for inclusion in the FY24 capital bond. However, there has not much consensus on whether the brick street should be restored, or replaced with concrete. Further, there has been mentioned the option of continuing the City’s historic lighting for this block.

The proposed agreement will provide the engineering services leading to bid documents for this project. The base bid will include replacement of sanitary sewer in the intersection of 2nd and Chestnut, storm water subdrain throughout the project, replacement of curbs, sidewalks, drive approaches and retaining walls (where necessary), upgrading the water main, services and fire hydrants, reconstruction of the 2nd and 3rd Street intersections, and reconstruction of the street with concrete pavement. In addition, bid options will include repaving with salvaged brick, and inclusion of historic lighting fixtures.

The agreement includes preparation of special assessment documents, where required.

The overall agreement will be in the amount of \$57,000. If approved, the plans would be complete this fall and bid early next winter for construction in Spring, 2024.

Recommendation: A motion to approve is recommended.

THE CITY OF MONTICELLO, IOWA

RESOLUTION

Approving agreement between Snyder & Associates and City of Monticello to Design and Oversee the Construction of the Chestnut Street Project

WHEREAS, The City Council has determined it appropriate to make repairs on East Chestnut Street , and

WHEREAS, Snyder & Associates has prepared and presented a proposed agreement, same subject to review and approval by the City prior to taking effect, and

WHEREAS, the Council finds that the proposed agreement should be approved and the Mayor authorized to execute same.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 3rd day of April 2023, that the proposed "Standard Professional Services Agreement" between the City of Monticello and Snyder & Associates is hereby approved.

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 3rd day of April, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

NOW ON THIS 20th day of March, 2023, **Snyder & Associates, Inc.**,
5005 Bowling Street, SW, Suite A, Cedar Rapids, IA 52404, (hereinafter, Professional), and
The City of Monticello

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: N. Chestnut Street Reconstruction
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
 - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
 - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
 - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
 - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
 - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.
6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.
8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.
 - 8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.
 - 8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.
 - 8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.
 - 8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:
 - 9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.
 - 9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

- 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
 - 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.
 - 9.5. Review and examine (and shall seek the advice of an attorney, insurance counselor, financial and other advisors or consultants, as Client deems necessary relative to such review and examination) all studies, reports, sketches, drawings, specifications, proposals, alternate solutions, sample or proposed legal documents and other documents submitted by Professional and render to Professional written interim and/or final decisions thereto.
 - 9.6. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.
 - 9.7. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
 - 9.8. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.
10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.
- 10.1.** Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.
- 10.2.** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 18, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:

11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1.1 above).

11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. **LIMITATION:** In allocating the risks of this Project, Client agrees that: **To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Professional and the Professional's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed, in the aggregate, the total compensation received by the Professional under this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted unless otherwise prohibited by law.**

14. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction

documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

14.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

14.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

14.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

14.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

15. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

16. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

17. **SUSPENSION OF SERVICES:** If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

17.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

17.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

18. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

18.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

18.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

18.3. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

19. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

19.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

19.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- 19.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- 19.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- 19.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- 19.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

19.3. In the event of any termination that is not the fault of the Professional, the client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

20. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

21. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 16 above).

22. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

23. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

- | | |
|------------------------------------|----------------|
| Exhibit A Scope of Services | Exhibit |
| Exhibit | Exhibit |

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

(Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By: _____
(Authorized agent)

(Printed or typed signature)

Lindsay Beaman
(Printed or typed signature)

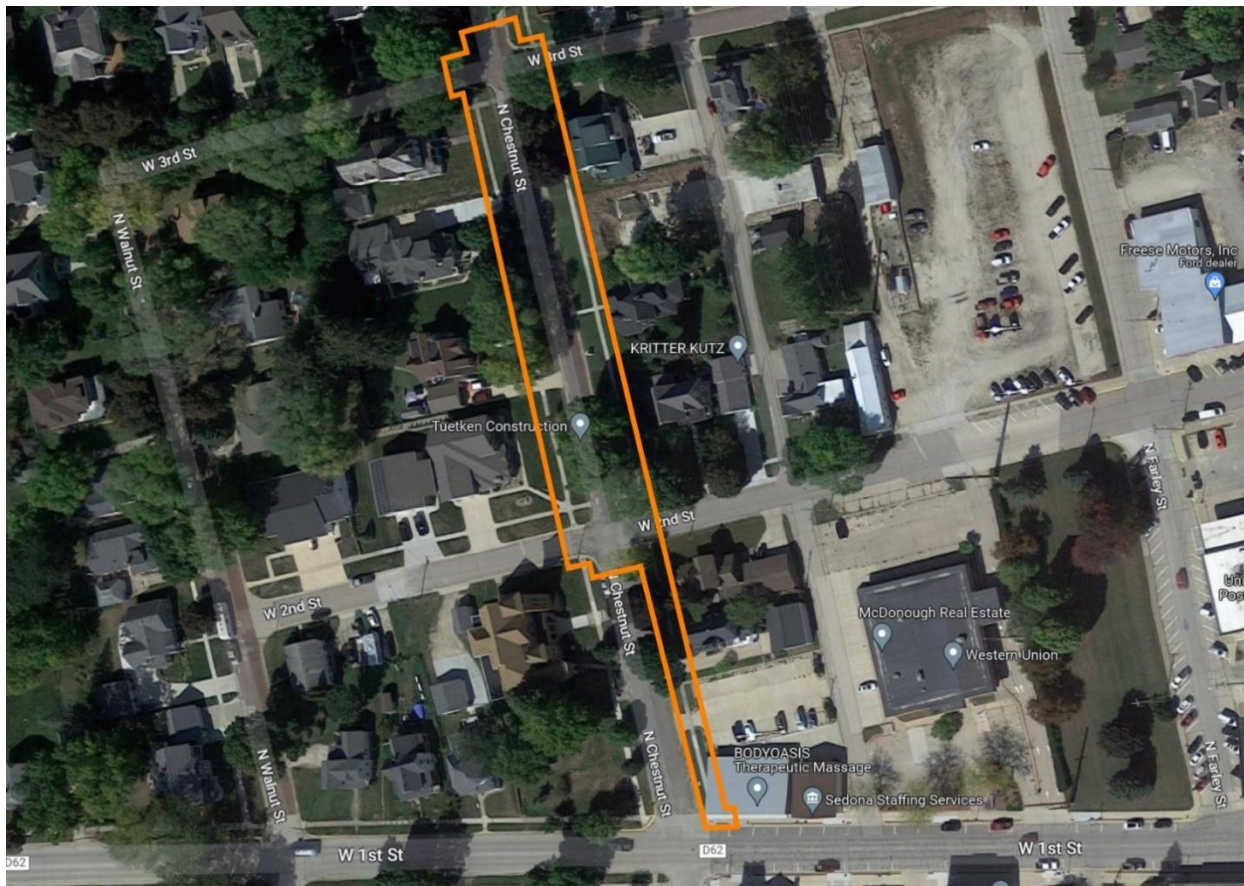
Route executed copy to:

**SCOPE OF SERVICES
CITY OF MONTICELLO
N. CHESTNUT STREET RECONSTRUCTION
EXHIBIT "A"**

I. GENERAL

This Scope of Engineering Services outlines the items required to reconstruct the street and infrastructure within the project limits for N. Chestnut Street from West 3rd Street to West 2nd Street and a subdrain outlet adjacent to the N. Chestnut and West 1st Street intersection.

The project is to generally include the reconstruction of street pavement, sidewalks and/or sidewalk ramps, water main and installation of subdrain for N. Chestnut Street within the limits described above and shown below. The street is to be designed without storm sewer. This will require gravity drainage for the street. Subdrain adjacent to the new street is to be included along with a connection/outlet to an intake in the northeast quadrant of the N. Chestnut and West 1st Street intersection. Additionally, the existing retaining walls in the northwest portion of the project are to be removed and/or fully or partially replaced if practical. A combined sidewalk and retaining wall and/or a modular block retaining wall is to be incorporated into the design, if practical, to allow for ADA-compliant sidewalks and crosswalks within the project limits. If ADA compliance is technically infeasible (per SUDAS) documentation of this will be provided to the City. A bid alternate for reconstructing the street with PCC curb and gutter and reinstallation of existing brick pavers on compacted subbase and a sand setting bed is to be included. A second bid alternate to include decorative streetlights is to be included in the design.



II. SCOPE OF WORK

A. GENERAL

The Professional shall provide Basic Services, Construction Services and Additional Services as required for the development, design and construction of the above project as follows:

B. BASIC ENGINEERING SERVICES

The Professional will provide the basic services as follows:

1. DESIGN SERVICES

- a. Preliminary Plans – The Professional shall prepare a preliminary design which shall include the general pavement reconstruction limits, a proposed street profile, a drainage plan (without elevation data), retaining wall locations, identification of utility conflicts and tree protection/removals. Design alternatives for reusing the existing brick pavers and adding decorative street lights shall be included. The preliminary plans shall be submitted to the City for their review. A field review of the preliminary design shall be completed and comments shall be provided to the Professional. The preliminary plans shall be used for subsequent project design. Modifications to these design parameters by the City may result in additional design services which would need to be approved by the City and invoiced as an Other Service as described below.
- b. Assessment Documentation – The Professional shall prepare the preliminary Assessment documents for the reconstruction of the N. Chestnut Street within the limits described above. The assessment documents should include the assessment plat and schedule. The assessment documents should include driveway, sidewalk and curb and gutter. The inclusion of additional items may result in additional design services which would need to be approved by the City and invoiced as Other Services described below.
- c. Temporary Construction Easement – The Professional shall prepare one temporary construction easement exhibit for use by the City to obtain an easement. The easement is anticipated for a modular block retaining wall that may be installed on private property at the northwest end of the project. The City shall complete all negotiations and securing the easement.
- d. Plans, Specifications and Contract Documents – The Professional shall complete the design for the reconstruction project detailed herein, plans, specifications (generally conforming to the 2023 Iowa Statewide Urban Design and Specifications – SUDAS) and contract documents for the project. The Professional shall furnish copies of check plans (95%) to the City for review and approval. The comments and review recommendations will then be incorporated into the final plans and specifications. Coordination with franchise utilities regarding conflicts, potential relocation and bid alternative items shall be included. The following design elements will be included in the preparation of the final plans:

- Quantity estimate and general notes
 - Construction details
 - Plan and profile sheets including reconstruction and drainage (subdrain) limits
 - Inclusion of subgrade stabilization with geogrid (a geotechnical analysis is not included)
 - Intersection detail plan including drainage and pedestrian ramp design
 - Water main plan and profile including service, valve and hydrant replacements
 - Surface storm water drainage design including intersection analysis. The design is to include subdrain and connection of it to nearby or adjacent storm sewer systems.
 - Construction details including fire hydrant, utility services, utility backfill specifications, fixture adjustments and special utility accesses
 - Replacement of sanitary sewer beneath the proposed pavement at the intersection of N. Chestnut Street and W. 2nd Street.
 - Traffic control and staging plan
 - Removal plan
 - Removal, salvaging, stockpiling and reinstallation of existing pavers (bid alternate)
 - Utility relocation plans and/or coordination requirements
 - Lighting analysis and decorative street lighting (bid alternate)
 - Construction staging
- e. Opinion of Probable Costs – The Professional shall prepare an opinion of probable construction costs during the completion of the final plans for the project based upon the design developed. Opinions of probable costs prepared by the Professional represent the best judgments as a design professional familiar with the construction industry. The Professional does not guarantee that the actual costs will not vary from the cost opinion prepared by the Professional.
- f. The Professional shall provide periodic email updates that could be provided to the City Council. The Professional will be in attendance at periodic Council meetings to answer questions related to the progress and schedule of the project.

2. ADVERTISING SERVICES

Upon receipt of authorization by the City to proceed the Professional shall perform the following services for the project:

- a. Preparation of Construction Contract Documents – The Professional shall assist legal counsel of the City and/or City staff in the preparation of the construction contract documents.
- b. Advertising – The Professional shall notify Contractors, assist the City with the use of QuestCDN for the bid letting, distribute plan sets, answer questions from potential contractors, subcontractors and suppliers, determine need of and issue addenda (as necessary) and coordinate with City staff during this phase of services.
- c. Bidding – The Professional shall setup and attend the online meeting at which bids are received via QuestCDN, shall tabulate the bids and make recommendations to the City Council, in writing, regarding the awarding of the construction contract.

C. CONSTRUCTION SERVICES

1. CONSTRUCTION ADMINISTRATION

- a. Preconstruction Conference – The Professional shall arrange and conduct a preconstruction conference with the Contractor and City to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
- b. Contractor Payment Requests - The Professional shall review the requests of the contractor for progress payments and shall approve a request, based on site observations, which recommends payments and is a declaration that the contractor's work has progressed to the point indicated.
- c. Notification of Nonconformance - The Professional shall notify the City of any known work which does not generally conform to the construction contract, make recommendations to the City for the correction of nonconforming work and, at the request of the City, see that these recommendations are implemented by the contractor.
- d. Shop Drawings - The Professional shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.
- e. Change Orders - The Professional shall negotiate and prepare change orders for approval by the City.
- f. Substantially Complete and Final Site Observation - The Professional shall perform a site observation to determine if the project is substantially complete according to the plans and specifications and make a recommendation on final payment. This shall include the development of a punch list of items to be completed by the contractor for completion along with subsequent site review and correspondence.
- g. If the Contractor exceeds the estimated calendar days/completion date in completing construction of the project, or if change orders or project additions require additional calendar days, the Professional will be compensated for any additional administration, construction observation and staking services when authorized by the City.
- h. Final Acceptance - It is understood that the City will accept any portion of a project only after a recommendation by the Professional. Final acceptance of a project by the City shall not release the Contractor from the responsibility that the work is free of defects in materials and workmanship.
- i. Assessment Documentation – The Professional shall prepare the final Assessment documents for the reconstruction of the N. Chestnut Street within the limits described above. The assessment documents should include the assessment plat and schedule.

2. CONSTRUCTION STAKING

The Professional shall be responsible for providing construction staking for the project. The construction documents will contain a provision that the Professional will provide one set of stakes for each construction operation of the project. Any staking that is destroyed due to construction will be replaced at the Contractor's expense.

3. CONSTRUCTION OBSERVATION

The Professional will provide periodic site observation for the project during the Construction Phase. The time spent on site is dependent upon the contractor's schedule, rate of progress, and type of work. It is estimated that observation services will be provided on a full-time basis during the paving operations (or placement of pavers) and half-time during utility installation and site grading. If a contractor requests a waiver of any provisions of the plans and specifications, the Professional will make a recommendation to the City on the request. The Professional will give guidance to the project during the construction period, including the following:

- a. Observation of the work for general compliance with plans and specifications.
- b. Keep a record or log of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.
- c. Resident Construction Services provide the Owner with representation at the job site during the Construction Phase of the project, which results in an increase in the probability that the project will be constructed in substantial compliance with the plans and specifications. However, such Resident Services do not guarantee the Contractor's performance. Nor do such Resident Services include responsibility for construction means, techniques, procedures or safety used in constructing the work described in this agreement.
- d. The Professional will coordinate the acceptance testing and monitoring according to the specifications including the services provided by an independent testing laboratory. Testing services by an independent laboratory may be performed on behalf of the Consultant and included with subsequent invoices.

D. SCHEDULE

The project shall generally follow the schedule listed below. The actual schedule may deviate due to unknown project conflicts, project modifications from the City or other unknown conflicts.

Milestones	Date
Contract Approved	March-23
Preliminary Plans Complete	May-23
Check Plans Complete	October-23
Submit final Signed Bid Documents	November-23
File Bid Documents with Clerk	December-23
Bid Letting	January-24
Public Hearing & Award of Project	February-24
Begin Construction	April-24
Construction Complete	October-24

E. OTHER SERVICES

The City may request Other Services from the Professional not included in the Scope of Services as outlined. Other Services may include, but not be limited to, expanding the scope of a project or the work to be completed; requesting the development of various documents; extending the time to complete a project through no fault of the Professional; or requesting additional work items that increase the Engineering Services and corresponding costs. Included in potential additional work items are environmental review, wetland delineation, landscaping plan, easement and/or right-of-way document preparation beyond what is included above, assistance with the acquisition of easements, jurisdictional agency coordination, property owner meetings, public meetings, sanitary and/or storm sewer design beyond what is included above, geotechnical services, modification of the project design following City approval of the design concept and televising and/or potholing of utilities for condition assessment. Upon initiation of Other Services, the Professional will submit, in writing to the City, the estimated costs. Such costs will be based on the current hourly rates and fixed expenses as outlined in the enclosed Engineer's Standard Fee Schedule.

III. COMPENSATION AND TERMS OF PAYMENT

A. BASIC ENGINEERING SERVICES

Compensation for the Basic Engineering Services by the Professional shall be the lump sum of \$57,300.

B. CONSTRUCTION SERVICES

Compensation for the Construction Services by the Professional shall be on the basis of hourly rates and will be estimated following the advertisement and letting phase of the project. An amendment to the agreement for Construction Services will be presented to the City.

C. OTHER SERVICES

Other Services by the Professional may be required for the project. These services will be based on the current hourly rates and fixed expenses and the City will be billed for actual direct hours spent. The City shall authorize services in by email prior to the Professional initiating any Other Services.



STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate
PROFESSIONAL	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	\$245.00/hour
Principal I	\$230.00/hour
Senior	\$210.00/hour
VIII	\$192.00/hour
VII	\$182.00/hour
VI	\$173.00/hour
V	\$161.00/hour
IV	\$149.00/hour
III	\$137.00/hour
II	\$123.00/hour
I	\$109.00/hour
TECHNICAL	
CADD, Survey, Construction Observation	
Lead	\$146.00/hour
Senior	\$140.00/hour
VIII	\$130.00/hour
VII	\$120.00/hour
VI	\$108.00/hour
V	\$98.00/hour
IV	\$88.00/hour
III	\$80.00/hour
II	\$73.00/hour
I	\$64.00/hour
ADMINISTRATIVE	
II	\$75.00/hour
I	\$61.00/hour
REIMBURSABLES	
Mileage	current IRS standard rate
Outside Services	As Invoiced

City Council Meeting
Prep. Date: 03/28/2023
Preparer: Russell Farnum



Agenda Item: # 9
Agenda Date: 04/03/2023

Communication Page

Agenda Items Description: **Resolution** Approving purchase of home at 541 North Chestnut Street and authorizing City Administrator to Close Real Estate Transaction

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution

Fiscal Impact:	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: This vacant, dilapidated property has been the subject of ongoing nuisance enforcement and abatement actions. The owner is buying on contract from the previous owner, who still holds title. Both parties are willing to sell for the amount of \$20,000, of which \$5,000 would go to the owner and 15,000 to the prior owner.

Money was budgeted in this fiscal year for this purchase in Nuisance Abatement.

Back taxes would be waived. The City will demolish the property and clear the site, and offer the vacant lot for resale. The lot is 50 by 122 and could be improved with a new, small single family home. With the setbacks for the older lots, the building area on the lot is 1944 square feet (27 feet by 72 feet).

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 #

Approving purchase of home at 541 North Chestnut Street and authorizing City Administrator to Close Real Estate Transaction

WHEREAS, The City Council previously authorized the City Administrator to pursue the purchase of the property located at 541 North Chestnut Street in Monticello after discussing the purchase during closed session on 3/20/2023, and

WHEREAS, The City Administrator has negotiated the purchase of said property with the property owner and presents the final purchase agreement and closing statement to the Council for final approval, and

WHEREAS, The City Council finds that the terms of the purchase agreement are substantially consistent with the terms agreed to by the City Council during the closed session of 3/20/2023 and finds all other provisions including those related to the abatement of taxes to be agreeable.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby authorize the City Administrator to accept a deed and to close on the property located at 541 North Chestnut Street and to expend those sums set forth within the Closing Statement attached hereto.

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 3rd day of April, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 03/28/2023
Preparer: Russell Farnum



Agenda Item: # 10
Agenda Date: 04/03/2023

Communication Page

Agenda Items Description: **Resolution** Accepting Consent Order from Iowa Department of Natural Resources

<u>Type of Action Requested:</u> Resolution					
<u>Attachments & Enclosures:</u> Resolution	<u>Fiscal Impact:</u> Budget Line Item: <table border="1"><tr><td> </td></tr></table> Budget Summary: <table border="1"><tr><td> </td></tr></table> Expenditure: <table border="1"><tr><td> </td></tr></table> Revenue: <table border="1"><tr><td> </td></tr></table>				

Synopsis: The Iowa DNR has written up the City for some minor violations related to outflows at the waste water treatment facility, which were the result of local contributors that were not in compliance with their respective pre-treatment requirements.

The City has always attempted to work with our local businesses to achieve compliance rather than take punitive (punishment) action for violations. The DNR expected the City to take punitive action, and in turn is taking punitive action against the City. The DNR would not allow the City to enter corrected facts into its Consent Order, so the Facts are outlined in the attached Resolution.

The City does not concur with the proposed Consent Order, but the DNR will not amend their findings. Unfortunately, approving the consent order is the most expedient method to resolve the issue, instead of entering into a potentially long and expensive court proceeding.

Recommendation: A motion to approve the attached Resolution is recommended.

The City of Monticello, Iowa

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

RESOLUTION #2023-__

Accepting Consent Order from Iowa Department of Natural Resources

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

WHEREAS, The City of Monticello operates a wastewater treatment facility (“WWTF”) that discharges into the Maquoketa River, and

WHEREAS, The WWTF is operated pursuant to NPDES permit No. 5343001, which was issued on October 1, 2016 and was amended last on July 1, 2020, which permit has been administratively extended based upon the submission of a timely renewal application, with action on the renewal application pending with the Department. This NPDES permit contains effluent limits for numerous parameters, which include the following: Carbonaceous Biochemical Oxygen Demand five day (CBOD5), total suspended solids (TSS), ammonia nitrogen (NH3-N), Total Kjeldahl Nitrogen (TKN) potential hydrogen (pH), copper (CU) and Escherichia Coli (E.coli), and

WHEREAS, The City has multiple commercial and industrial users that contribute to the wastewater stream which are subject to provisions of Treatment Agreements, which in most cases regulate maximum limits of those items (listed above) into the waste stream of the City’s wastewater treatment facility, and

WHEREAS, From time to time, certain commercial or industrial users may have an incident which creates effluent which exceeds those limits of their Treatment Agreement, and

WHEREAS, In such cases, the City takes enforcement action deemed necessary and appropriate, and

WHEREAS, The Iowa Department of Natural Resources has issued a Consent Decree for the purpose of addressing discharges of wastewater in violation of the City’s National Pollution Discharge Elimination System (NPDES) permit from its wastewater treatment facility, which was issued pursuant to the provisions of Iowa Code section 455B.175(1), which authorizes the Director to issue any order necessary to secure compliance with or prevent a violation of Iowa Code Chapter 455B, Division III, Part 1 (wastewater) and the rules adopted or permits issued pursuant to that part; and Iowa Code section 455B.109, and 567 Iowa Administrative Code (IAC) Chapter 10, which authorize the Director to assess administrative penalties, and

WHEREAS, The Iowa Department of Natural Resources infers, through its action, that the City has not taken enforcement actions against certain users which have violated their Treatment Agreements, and

WHEREAS, The Council finds that the Consent Order mis-states several other facts and claims the City has not taken action to enforce Treatment Agreements, which the City asserts is patently untrue, and

WHEREAS, The Council finds that, despite the assertions to the contrary, of which details are outlined in the attached Exhibit A, the best and most expedient resolution to the issue is to enter (reluctantly) into the Consent Order provided by the Iowa Department of Natural Resources, and to pay the included fine of \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby accept the Consent Order of the Iowa Department of Natural Resources, attached as “Exhibit B”, and approves payment of the fine of \$5,000.00, as described within the body of this Resolution. The Mayor and Clerk are hereby directed to sign said Consent Order and to see to the payment of the \$5,000.00 penalty.

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 3rd day of April, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

Addendum A

City of Monticello Statement of Additional Background

Summary:

The purpose of this statement is to provide additional background regarding the allegations and findings of the Administrative Consent Order

The primary driver of the violations alleged in the Administrative Consent Order are tied to a new local business/industry, Royal Flush, a livestock truck/trailer washing facility. Since Royal Flush commenced operations the City worked with Royal Flush and Royal Flush worked with the City to be in compliance with the terms of a Treatment Agreement (“TA”) approved by the City, Royal Flush, and the IDNR. The TA was created by way of consultation by and between the City/City Engineer, Royal Flush/Royal Flush Engineer and the Iowa DNR. The City and Royal Flush have continued to expend significant sums of money and time, in an effort to be fully compliant with the TA, to monitor waste, and to add treatment steps to the process.

When Royal Flush was working on opening a facility in Monticello, it was known to all parties, the IDNR included, that the City was working towards upgrades at the WWTF, those efforts starting in earnest in 2019, with the City actively working with the IDNR to review the plans and specifications from the commencement of the planning process forward. The City has not delayed the WWTF upgrades and has been very responsive through the City Engineer and City staff as appropriate when contacted by the Department representative assigned to the City’s WWTF project. The City has spent significant sums on the design of the new WWTF and it is estimated that the City will expend in excess of \$20 million dollars on the WWTF upgrade.

The City has not delayed necessary upgrades to the WWTF, the City WWTF has at all times been permitted by the Department and the WWTF has, until the recent developments tied to Royal Flush, regularly, with minor exceptions, met parameters of previously issued DNR permits. The City of Monticello WWTF has a long history of compliance with its’ permit and the recent history of violations are nearly all directly tied to the influx of waste from Royal Flush, the waste received from Royal Flush being harder to manage than anticipated by all parties involved in the development of the original TA.

In addition, even though violations have occurred, there is no evidence that the public has been put at risk as a result of the violations. No warnings to the public regarding dangerous or degraded water quality have been issued at any time to users of the Maquoketa River, where effluent from the City WWTF is discharged.

Background “Royal Flush”:

On February 26, 2020, the Department approved a treatment agreement between the City and Royal Flush, Inc. (Royal Flush). The Department determined that the limits provided in the treatment agreement could be received and treated by the City’s treatment

plant. The pretreatment agreement did not include any language suggesting that the grant or approval of the agreement was tied to the City's planned WWTF improvements/upgrade.

Royal Flush created a waste stream that became hard for the Monticello WWTF to handle. Royal Flush made attempts to improve compliance with the treatment agreement, in one case using polymers, after discussion of this option with representatives of the IDNR, to assist with settling of the solids in their waste stream. Unfortunately, the use of polymers did not result in notable improvements and actually created other issues at the WWTF that resulted in the discontinuation of polymer use.

On January 12, Jim Tjaden, Water/Wastewater Superintendent for the City of Monticello, responded to a December 18, 2020 DNR Notice of Violation (NOV), describing the City's approach to resolving the issues identified by the DNR.

The City continuously worked with Royal Flush to improve process and to avoid non-compliance with the Treatment Agreement from the date Royal Flush opened forward. Based upon violations at the City WWTF, City staff met with representatives of Royal Flush on October 6, 2021, and delivered a letter to Royal Flush, informing them that they could not continue to operate out of compliance with the Treatment Agreement, informing them of the need to make continuous and dramatic improvements. Royal Flush agreed to take the following actions:

- A. Royal Flush will hire a consultant to obtain the appropriate permitting that is missing from DNR. (This action was based upon a DNR request that Royal Flush obtain a permit for any field application of waste generated at/from Royal Flush. The City has no jurisdiction over the field application process but requested/suggested that Royal Flush comply based upon prior DNR comments.)

In response to a March 14, 2022 meeting between City Staff and the IDNR at the WWTF tied to ongoing TSS violations, the City, with input and advice from the City Engineer, updated the Royal Flush TA in July, 2022 to implement IDNR monitoring strategies. The proposed updated TA was reviewed by Amber Sauser with the DNR in advance of presentation to Royal Flush and she agreed that the contents/parameters of the new TA were appropriate.

In an effort to improve treatment and to better address high e-coli levels, the City, on March 15, 2022, upgraded its UV Light Disinfection System.

The City responded to an IDNR letter dated June 1, 2022 NOV by e-mail on June 8, 2022, outlining corrective actions that had been taken.

The City responded in writing to the Department's May 10 NOV to Royal Flush on June 10, 2022, disputing the assertion that the City had taken no enforcement action, explaining the deficiencies in the TA, outlining specific changes the City was making to the TA, and addressing other enforcement issues. The City clarified that improvements to Royal Flush operations were continuing and the City planned further monitoring and enforcement action.

On June 22, 2022, a WWTF inspection was conducted by the Department. During this inspection the Department documented that final clarifiers were not being operated and maintained as designed. The City asserts that the final clarifiers were corroded but functional. Final clarifiers assist in the removal of some TSS, which was the pollutant cited in the NOV issued on June 1, 2022. The replacement parts and repairs to the final clarifiers were completed within thirty (30) days of the inspection.

The City responded to the Departments' July 6, 2022 NOV on July 20, 2022, explaining that the clarifiers had been repaired on July 19, 2022, and outlined how the other issues were corrected.

On July 27, 2022 the City submitted an updated TA with Royal Flush to the Department for review. This TA was effective July 11, 2022; it added flow limits, mandated testing frequency, refined measurement standards and reduced limits for BOD, TKN and TSS by 25-50%. The Department approved the amended TA.

The following dates and times are relevant to additional communications and action taken by the City regarding Royal Flush:

1. On September 19, 2022, the Department approved the updated TA between the City and Royal Flush.
2. On August 17, 2022, the City notified Royal Flush of three violations of the new TA from July and fined Royal Flush \$1,000 per violation;
3. On September 20, 2022, the City notified Royal Flush of six violations of the new TA in August, and fined Royal Flush \$1,000 per violation;
4. On October 5, 2022, the City notified Royal Flush of two violations of the new TA in September and fined Royal Flush \$1,000 per violation;
5. On November 9, 2022, the City notified Royal Flush of two violations of the new TA in October and fined Royal Flush \$1,000 per violation;

In conclusion, the City, while agreeing to the Administrative Consent Order, believes it to be important to have a clear record that the City participated in numerous discussions with Royal Flush, Engineers for the City and Royal Flush, and IDNR staff regarding Royal Flush operations and what steps could be taken that would allow them to operate while protecting the WWTF and the effluent being discharged to the Maquoketa River. The City never ignored or attempted to sidestep its' obligation to ensure appropriate treatment of the waste stream passing through the City WWTF.

**IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE CONSENT ORDER**

IN THE MATTER OF: City of Monticello, Iowa NPDES Permit #5343001 Jones County, Iowa	ADMINISTRATIVE CONSENT ORDER NO. 2023-WW-
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TO: Honorable Mayor, Dave Goedken
City of Monticello
200 E First 1st,
Monticello, IA
52310

I. SUMMARY

This administrative consent order (Order) is entered into between the City of Monticello (City) and the Iowa Department of Natural Resources (Department) for the purpose of addressing discharges of wastewater in violation of its National Pollution Discharge Elimination System (NPDES) permit from its wastewater treatment facility (WWTF).

Any questions regarding this Order should be directed to:

Relating to technical requirements:

Amber Sauser, Environmental Specialist Senior
DNR Field Office #1
1101 Commercial Court
Manchester, Iowa 52057
Phone: 563-927-2640

Relating to legal requirements:

Carrie Schoenebaum, Attorney for the DNR
Iowa Department of Natural Resources
502 E. 9th Street
Des Moines, Iowa 50319
Phone: 515-444-8165

II. JURISDICTION

This Order is issued pursuant to the provisions of Iowa Code section 455B.175(1), which authorizes the Director to issue any order necessary to secure compliance with or prevent a violation of Iowa Code Chapter 455B, Division III, Part 1 (wastewater) and the rules adopted or permits issued pursuant to that part; and Iowa Code section 455B.109 and

IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE CONSENT ORDER
ISSUED TO: The City of Monticello

567 Iowa Administrative Code (IAC) Chapter 10, which authorize the Director to assess administrative penalties.

III. STATEMENT OF FACTS

The City neither admits nor denies the following statement of facts and enters into this Order solely for the purposes of settlement:

1. The City operates a WWTF located at Section 22, T86N, R30W in Jones County, Iowa. This location is locally known as 1105 E 1st St. Monticello, IA. This WWTF is operated pursuant to NPDES permit No. 5343001. During the time period in which violations occurred, the WWTF was operated under a permit issued on October 1, 2016 and last amended on July 1, 2020. A timely application for a renewal of the permit was made; therefore, the permit was administratively extended and a new permit was issued on January 1, 2023. Pursuant to this permit, the City discharges wastewater to Maquoketa River. This NPDES permit contains effluent limits for numerous parameters, which include the following: Carbonaceous Biochemical Oxygen Demand five day (CBOD5), total suspended solids (TSS), ammonia nitrogen (NH3-N), Total Kjeldahl Nitrogen (TKN) potential hydrogen (pH), copper (CU) and Escherichia coli (E. coli).

2. On February 26, 2020, the Department approved a treatment agreement between the City and Royal Flush, Inc. (Royal Flush). In the approval letter the Department stated that “the [C]ity’s treatment plant will be at greater than 80% of its design loads for BOD⁵ and TSS after the addition of the wastewater from Royal Flush”. However, because the City was pursuing WWTF upgrades the TA was approved.

3. On September 28, 2020, the Department met with the City and Royal Flush to discuss WWTF upgrades and permit compliance. During this meeting it was stated that 65% of Royal Flush’s business was cattle trailers which resulted in a lot of solids in the wastewater if the trailers were not scraped properly before washing. Royal Flush stated that at the time it was compliant with its TA, however, it would look at using polymers to assist with settling of the solids. The Department reiterated that TA exceedances needed to be addressed by the City and would not be negated by an upgraded WWTF.

4. On October 21, 2020, the Department conducted an inspection of the City’s WWTF. During this inspection the Department reviewed self-monitoring reports and discharge monthly reports (DMRs). During this investigation NPDES permit effluent violations were documented and are presented in the below table. The below table contains all NPDES effluent violations to date:

IOWA DEPARTMENT OF NATURAL RESOURCES
 ADMINISTRATIVE CONSENT ORDER
 ISSUED TO: The City of Monticello

EFFLUENT LIMIT VIOLATIONS 2/1/2017 - 2/1/2023, MONTICELLO CITY OF STP - 5343001, EPA #:IA0026034																
DATE	PARAMETER	7DAY - LBS/DAY		AVERAGE - LBS/DAY		DAILY MAX - LBS/DAY		7DAY - MG/L		AVERAGE - MG/L		DAILY MAX - MG/L		DAILY MIN - STD UNITS		Param. Month Total
		Limit	DMR	Limit	DMR	Limit	DMR	Limit	DMR	Limit	DMR	Limit	DMR	Limit	DMR	
MONTICELLO, Outfall: 001																
9/2018	TSS	428	921.4	285	292.6			45	108.0	30	35.0					4
12/2019	TSS							45	47.0	30	34.8					2
10/2020	TSS									30	36.3					1
11/2020	CBOD5									25	26.3					1
	TSS							45	60.0	30	54.5					2
12/2020	CBOD5									25	29.1					1
	TSS							45	63.0	30	46.5					2
1/2021	TSS									30	40.5					1
2/2021	NH3-N											24.4	35.0			1
	CBOD5									25	28.0					1
	TSS							45	107.0	30	64.0					2
7/2021	E.COLI							126	2158.3							1
9/2021	TSS									30	30.3					1
	E.COLI							126	186.2							1
11/2021	TSS							45	125.0	30	66.3					2
12/2021	TSS							45	74.0	30	45.0					2
1/2022	TSS									30	34.8					1
2/2022	TSS									30	32.5					1
6/2022	TSS							45	68.0	30	46.3					2
8/2022	TSS									30	30.3					1
12/2022	TSS							45	53.0							1
ROYAL FLUSH, INC., Outfall: 001																
10/2020	TKN			50	76.3	75	105.8									2
11/2020	TKN			50	63.4	75	77.1									2
12/2020	BOD5			400	487.6	600	869.0									2
	TKN			50	115.5	75	204.2									2
1/2021	TKN			50	52.4											1
2/2021	TKN			50	60.0											1
3/2021	BOD5			400	426.4	600	728.9									2
	TKN			50	78.8	75	131.2									2
5/2021	BOD5			400	499.5	600	899.4									2
	TKN			50	78.3	75	143.3									2
	TSS			400	824.4	650	1,846.6									2
6/2021	BOD5			400	529.0	600	1,141.3									2
	TKN			50	91.9	75	215.2									2
	TSS			400	2361.2	650	7,793.6									2
7/2021	TKN					75	81.8									1
	TSS			400	453.2	650	1,186.6									2
12/2021	PH													6	0.74	1
8/2022	PH													6	2.5	1
YEOMAN & COMPANY, Outfall: 001																
8/2021	PH													6	5.6	1
11/2021	PH													6	5.1	1
8/2022	CU									2.07	2.30					1
	PH													6	5.5	1
11/2022	PH													6	5.9	1
12/2022	CU									2.07	2.50					1
																Total Violations: 66

5. On December 18, 2020, a Notice of Violation (NOV) was sent to the City for the violations noted during the October 21, 2020, inspection.

IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE CONSENT ORDER
ISSUED TO: The City of Monticello

6. On September 23, 2021, the City reported to the Department that it would violate its permit limit for E. coli. The City also expressed concerns about ongoing TA violations from Royal Flush. However, the City had not initiated an enforcement action beyond informal discussions.
7. On September 28, 2021, the Department sent a NOV to Royal Flush for TA violations and a prohibited discharge.
8. On September 30, 2021, the Department sent a Letter of Noncompliance to the City for violations of various NPDES permit limits.
9. On March 9, 2022, the Department sent a NOV to the City for various NPDES permit violations.
10. On March 14, 2022, the Department visited the WWTF to discuss ongoing TSS violations with the City and recommended an alternative monitoring strategy for Royal Flush to better monitor compliance with TA limits.
11. On May 10, 2022, the Department sent an NOV to Royal Flush for various wastewater construction and operation permit violations. The City was copied on this NOV and asked to respond in writing to the Department with regard to questions pertaining to the TA.
12. On June 1, 2022, a NOV was sent to the City for various NPDES violations. Included with this NOV was a summary of the violations, a summary of the law, and recommended corrective actions.
13. On June 22, 2022, a WWTF inspection was conducted by the Department. During this inspection the Department documented that final clarifiers were not being operated and maintained as designed. Final clarifiers remove TSS, which was the pollutant cited in the NOV issued on June 1, 2022.
14. On July 6, 2022, the Department sent an NOV for the above discussed violations. Included with the NOV was a copy of the investigation report, a summary of the law and recommended corrective actions.
15. On July 27, 2022, the City submitted an updated its TA with Royal Flush to the Department for review. This TA was effective July 11, 2022; it added flow limits, and reduced limits for BOD⁵, TKN and TSS by 25-50%.
16. On September 19, 2022, the Department approved the updated TA between the City and Royal Flush.

IV. CONCLUSIONS OF LAW

IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE CONSENT ORDER
ISSUED TO: The City of Monticello

The City neither admits nor denies the following Conclusions of Law and enters into this Order solely for the purposes of settlement:

1. Iowa Code section 455B.186 prohibits the discharge of pollutants into waters of the state, except for adequately treated pollutants discharged pursuant to a permit. The above stated facts demonstrate noncompliance with this provision of law.
2. Iowa Code section 455B.173(3) authorizes and requires the Environmental Protection Commission (Commission) to promulgate rules relating to the operation of waste disposal systems, the discharge of pollutants into waters of the state, and the issuance of permits to waste disposal systems. The Commission has done so at 567 IAC 60 through 69. 567 IAC 64.3(1) prohibits the operation of a waste disposal system without or contrary to the terms of a permit. 567 IAC 64.6 specifies the conditions that are to be included in a permit, including applicable effluent limitations as established in Chapters 61 and 62 of the rules. The above stated facts demonstrate noncompliance with these provisions.
3. 567 IAC 63.12 states that:

All permittees shall report any permit noncompliance that may endanger human health or the environment including, but not limited to, violations of maximum daily limits for any toxic pollutant (listed as toxic under 307(a)(1) of the Act) or hazardous substance (as designated in 40 CFR Part 116 pursuant to 311 of the Act). Information shall be provided orally to the appropriate regional field office of the department within 24 hours from the time the permittee becomes aware of the circumstances. In addition, a written submission that includes a description of noncompliance and its cause; the period of noncompliance including exact dates and times; whether the noncompliance has been corrected or the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent a reoccurrence of the noncompliance must be provided to the regional field office within 5 days of the occurrence.

The above stated facts demonstrate noncompliance with this provision of law.

V. ORDER

By the execution of this Order, the Department orders and the City agrees to do the following:

1. The City shall complete upgrades to its WWTF no later March 1, 2025;
2. The City shall complete an industrial user survey no later than May 1, 2023;
3. The City shall complete a treatment agreement with Energy Manufacturing by June 1, 2023;
4. The City shall review its treatment agreement with Yeoman and update that agreement if necessary no later than June 1, 2023; and

IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE CONSENT ORDER
ISSUED TO: The City of Monticello

5. The City shall pay a penalty in the amount of \$5,000.00 within 30 days of the date the Director signs this Order.

VI. PENALTY

1. Iowa Code section 455B.191 authorizes the assessment of civil penalties of up to \$5,000.00 per day of violation for the violations involved in this matter.

2. Iowa Code section 455B.109 authorizes the Commission to establish by rule a schedule of civil penalties up to \$10,000 that may be assessed administratively. The Commission has adopted this schedule with procedures and criteria for assessment of penalties at 567 IAC Chapter 10. Pursuant to this chapter, the Department has determined that the most effective and efficient means of addressing the above-cited violations is the issuance of an administrative order with an administrative penalty. The administrative penalty is determined as follows:

a. Economic Benefit. 567 IAC chapter 10 requires that the Department consider the costs saved or likely to be saved by noncompliance. 567 IAC 10.2(1) states that “where the violator received an economic benefit through the violation or by not taking timely compliance or corrective measures, the department shall take enforcement action which includes penalties which at least offset the economic benefit.” 567 IAC 10.2(1) further states, “reasonable estimates of economic benefit should be made where clear data are not available.” An economic benefit was obtained by allowing a significant industrial user to violate its TA, by not allocating personnel to identify and properly address significant industrial users, and by delaying necessary upgrades to the WWTF. Therefore, \$3,000.00 is assessed for this factor.

b. Gravity of the Violation. One of the factors to be considered in determining the gravity of a violation is the amount of penalty authorized by the Iowa Code for the type of violation. As indicated above, substantial civil penalties are authorized by statute. Failure to comply with an NPDES permit degrades water quality. Degradation of Iowa’s waterways is a serious problem. Degraded water quality harms aquatic life, prevents the attainment of state water quality goals, and causes a decline in the quality of life generally. Further, noncompliance with and NPDES permit thwarts the integrity of the NPDES permit and water quality program. Therefore, the amount of \$1,000.00 is assessed for this factor.

c. Culpability. The City operates a WWTF. This is a highly regulated activity and therefore the City has an obligation to be aware of the applicable regulations and comply with those regulations. The City was issued an NPDES permit and on multiple occasions the Department communicated the need to comply with that permit. Nevertheless, the permit was not complied with and illegal discharges have occurred. Therefore, the amount of \$1,000.00 is assessed for this factor.

VII. WAIVER OF APPEAL RIGHTS

IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE CONSENT ORDER
ISSUED TO: The City of Monticello

This Order is entered into knowingly by and with the consent of the City. For that reason, it waives its right to appeal this Order or any part thereof.

III. NONCOMPLIANCE

Compliance with Section V of this Order constitutes full satisfaction of all requirements pertaining to the violations described in this Order. Failure to comply with this Order may result in the imposition of administrative penalties pursuant to an administrative order or referral to the Attorney General to obtain injunctive relief and civil penalties pursuant to Iowa Code section 455B.191.

On behalf of the City of Monticello

Dated this _____ day of
_____, 2023

Kayla Lyon, DIRECTOR
Iowa Department of Natural Resources

NPDES #5343001; Field Office #2; Carrie Schoenebaum; EPA; Water Quality Bureau; I.B.2.c.C.1

City Council Meeting
Prep. Date: 3/30/23
Preparer: Jim Tjaden



Agenda Item: # 11
Agenda Date: 04/03/2023

Communication Page

Agenda Items Description: Resolution to Approve the hiring of Water /Wastewater employee and setting wage

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Filling Water/Wastewater vacancy

Background Information:
Interviewed 4 candidates Monday and chose one of them. I recommend hiring the one candidate at \$23.10 per hour with a starting date of 04/17/2023

Staff Recommendation:
Recommend the hiring

The City of Monticello, Iowa

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

RESOLUTION

Approving the hiring of Water /Wastewater employee and setting wage

WHEREAS, The Water /Wastewater position has been open since the resignation of Tim Schultz, and

WHEREAS, After advertising in Monticello Express with a deadline for applications being March 31, applications were reviewed and setup interviews the candidates for the position, and

WHEREAS, The Water/Wastewater Superintendent has negotiated the wage of \$23.10 per hour, and

WHEREAS, The City Administrator recommends hiring a Water /Wastewater employee, and

WHEREAS, The Council finds it appropriate to follow the recommendation of the City Administrator and Water /Wastewater Superintendent, and further finds that the wages set \$23.10 per hour to start is fair and reasonable and should, therefore, be approved.

NOW, THEREFORE, The Council hereby authorizes the hiring of Water /Wastewater employee with a starting wage of \$23.10 per hours.

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 3rd day of April 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: March 27, 2023
Preparer: Nick Kahler



Agenda Item: #12
Agenda Date: April 3, 2023

Communication Page

Agenda Items Description: Motion directing staff on how to proceed with the 2011 Dump truck

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: The insurance company totaled our dump truck that was wrecked. We cannot find one of similar condition (previous to the accident) or for the money we would get. We also do not have the money to order another new truck and we would not want to wait two years if we did.

Background Information: During the ice storm on 2/23/2023 we had dump truck get tipped onto its side attempting to sand the sewer plant hill. Our insurance company was notified and we went out to Paul's Paint and Auto to get an estimate for repairs. The estimate came back at \$34,150.20 with tax added. We are tax exempt, so if you take the taxes off the estimate the actual cost would be \$31,925.88. We turned the estimate into our insurance who then went out for an actual cash value (ACV) for the truck. They came up with an ACV of \$46,757.00. With the ACV number and the estimate to repair they totaled the truck. This is one of two automatic trucks we have. It gets used all year long to haul rock, dirt, asphalt, etc.. The frame of the truck is not tweaked or bent so we have some options:

- A) After our \$1000.00 deductible and \$25.00 transfer fee we could put \$45,757.00 into the truck set a side and let the insurance company total the truck. We would have to put some work into the GMC truck that is scheduled to get replaced this year so that we could keep that around and set money aside again to order another truck in 3 years.
- B) We buy the truck back for \$8150.00, pay the \$1000.00 deductible, and get a check for \$37,582.00, We then send the truck out to the body shop to get fixed at the cost of \$31,925.88. The truck would have a salvaged title and the \$5,656.12 left after paying the body shop goes into the truck set a side.
- C) We buy the truck back for \$8150.00, pay the \$1000.00 deductible, and get a check for \$37,582.00. We can get aftermarket or salvage yard parts to save some money and

between ourselves and the body shop we can get this fixed to the way it was or very close to it for much less than the estimate. The truck would have a salvaged title and the money that is not spent would then go into the truck set a side.

Staff Recommendation: We recommend approval of option C



Vehicle ACV Worksheet

03/23/23
09:51:24

Owner : City Of Monticello
Claim #: Z01775317
Branch : HO ERU

Date of Loss: 02/23/2023
Adjuster: Andrew Hennessy

Year: 2011 Make: INTERNATIONAL
VIN : 1HTWAAARXBJ347913

Model : DUMP TRUCK
Mileage: 37618

Dealer Market Survey	= \$	46,732.00
Adjustments:	+ \$.00
Title Information:	- \$.00
Prior Damage Deductions:	+ \$.00

ACV	= \$	46,732.00
Tax	+ \$.00
Transfer Fees / Tag Fees	+ \$	25.00

EMC Takes Possession of Vehicle

Gross Settlement	= \$	46,757.00
Deductible	- \$	1,000.00
After Tax Adjustments:	+ \$.00
Net Settlement	= \$	45,757.00

*** This vehicle will be sold to a salvage buyer who may sell parts off of the vehicle or rebuild it. EMC will not be responsible for your personal or business information either in or on your vehicle. As the vehicle owner it is your responsibility to remove all personal and business items or decals/wraps from the vehicle without causing further damage.

Vehicle Owner Retains Salvage

ACV	= \$	46,732.00
Tax	+ \$.00
Salvage Value	- \$	8,150.00
Deductible	- \$	1,000.00
After Tax Adjustments:	+ \$.00
Net Settlement	= \$	37,582.00

Please contact your insurance agent for guidance on all owner retained salvage vehicle coverage.

Salvage Location:
Reference #:
Appraiser : Andrew Hennessy

*** This settlement is void if it is discovered anything is removed from the vehicle/unit or the vehicle/unit has a branded/prior salvage title.

*** By agreeing to this settlement you guarantee the vehicle/unit is free of any liens and encumbrances.

Paul's Paint & Body of IA., LLC

16959 County Rd E17
Monticello, IA, 52310
Tel: 319-465-4312 Fax: 319-465-4312
paulspb1183@gmail.com
Tax ID: 46-3746472

Estimate - Preliminary

Estimate Prepared by: Darin Siebels

Appraised for:

Accident Date:

Date of Loss:

Date: 3/10/2023

Arrival Date:

Estimate#: 2011

Type of Loss:

Policy Number:

Claim Number: Z01775317-001

Owner:

Company: Monticello Public Works
Contact: Manager Nick Kahler
Address: 22059 Hwy 38
City, State, Zip Code: Monticello, IA 52310
Telephone, Fax: 319-465-3577

Insurance Company:

Company: EMC Insurance Companies
Contact: Lane Van Der Molen
Telephone, Fax: 515-345-7469

Year	Make	Model	Color	Trim
2011	INTERNATIONAL	7000 SERIES (WorkStar)	Red	
Unit Number	License Plate #	Mileage	Serial#/VIN#	
		37,618	1HTWAAARXBJ347913	

Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
	1	Body	Ovrhl	O/H Grille (Includes R&I)	Exist			T 1.0*
	2	Body	Repair	Brace, Bumper R	Exist			T .5*
	3	Body	Rem/Rep	Lamp Assy, Combination R	New	3779264C92	\$694.67	T .7*
	4	Body	Chk/Adj	Aim Lamps	Exist			T .5
	5	Body	Rem/Ins	R&I Combination Lamp Assy L	Exist			T .7
	6	Body	Rem/Rep	Snow Plow Light R	Aftermarket New	TL 80800	\$335.98	T .5*
	7	Body	Rem/Rep	Hood Assy	New	3613760C94	\$7,280.34	T 7.0*
	8	Ref	Ref	Refinish Hood Assy Outside	Exist			T 5.1
	9	Ref	Ref	Refinish Hood Assy Outside Add for Inside	Exist			T 2.0

Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
	10	Body	Rem/Rep	Add to R&R Hood Assy To R&R Insulation	New			T 1.0
	11	Body	Rem/Rep	Add to R&R Front Fender w/Turn Signal Lamps R	New			T .2
	12	Body	Rem/Rep	Add to R&R Front Fender w/Turn Signal Lamps L	New			T .2
	13	Body	Rem/Rep	Nameplate (Adhesive) "MAXXFORCE" R	New	3830470C1	\$127.15	T .2*
	14	Body	Rem/Rep	Nameplate (Adhesive) "MAXXFORCE" L	New	3830470C1	\$127.15	T .2*
	15	Mech	Repair	Cooler, Charge Air	Exist			T
	16	Body	Rem/Rep	Fender, Lower R	New	3613743C1	\$489.88	T 1.1*
	17	Body	Rem/Rep	Bracket, Mud Flap R	New	3558300C1	\$146.40	T .3*
	18	Ref	Ref	Refinish Lower Fender Outside R	Exist			T 2.1
	19	Ref	Ref	Refinish Lower Fender Outside Add for Inside R R	Exist			T .8
	20	Body	Rem/Ins	R&I Exhaust System Complete	Exist			T 3.0#
	21	Body	Rem/Rep	Shield, Heat	New	3840596C1	\$1,290.68	T .5*
	22	Body	Rem/Rep	Bracket, Upper	New	3600510C2	\$86.40	T .2#*
	23	Body	Rem/Rep	Tailpipe, Exhaust	New	3843882C1	\$562.38	T .5*
	24	Body	Rem/Rep	Bracket, Support	New	3600510C2	\$86.40	T .2#*
	25	Body	Rem/Rep	Exhaust stack, Vertical Mounted	New	3858650C1	\$1,847.10	T 1.0#*
	26	Glass	Rem/Rep	Glass, Windshield	New	FLTDW01685PK4	\$388.11	T 3.1#*
	27	Body	Rem/Rep	Panel, Corner R	New	3579426W1E	\$1,077.90	T 7.1#*
	28	Ref	Ref	Refinish Side Panel Assy Outside R	Exist			T 5.5
	29	Ref	Ref	Refinish Side Panel Assy Outside Add for Inside R R	Exist			T 1.6
	30	Body	Rem/Rep	Shell, Door R	New	3687178W94E	\$3,039.22	T 6.5#*
	31	Ref	Ref	Refinish Door Outside R	Exist			T 2.8
	32	Ref	Ref	Refinish Door Outside Add for Jambs & Interior R R	Exist			T 1.0
	33	Body	Rem/Rep	Add to R&R Door Shell w/Power Window R	New			T .4
	34	Body	Rem/Rep	Add to R&R Door Shell To Drill Holes for Installation of Mirror R	New			T .4
	35	Body	Rem/Rep	Mirror Assy Heated R	New	3561612C99	\$1,029.78	T 1.3*
	36	Body	Rem/Rep	Nameplate (Adhesive) "WORKSTAR" R	New	3814531C2	\$210.10	T .2*
	37	Glass	Rem/Rep	Glass, Vent R	New	3567241C92	\$925.24	T .6*
	38	Body	Rem/Ins	R&I Back Window	Exist			T 1.4#

2011 INTERNATIONAL 7000 SERIES (WorkStar)

Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
	39	Body	Rem/Rep	Step Bracket, Mounting Front R	New	3613913C1	\$756.77	T .5#*
	40	Body	Rem/Rep	Step Bracket, Mounting Rear R	New	3613913C1	\$756.77	T .5#*
	41	Body	Rem/Rep	Step, Lower R	New	3571061C1	\$307.96	T *
	42	Body	Repair	Dump Box Ladder R	Exist			T 2.0*
	43	Ref	Ref	Dump Box Ladder R	Exist			T 2.0*
	44	Body	Rem/Ins	Rear Tail lamps R	Exist			T .7*
	45	Body	Repair	Dump Box Rear Tail lamp Pocket R	Exist			T 8.0*
	46	Ref	Ref	Dump Box Rear Tail lamp Pocket R	Exist			T 4.5*
	47	Body	Rem/Ins	R&I Wheel Assy R&I Outer Rear R	Exist			T .3
	48	Body	Rem/Ins	R&I Wheel Assy R&I Wheel Assy Inner Rear R	Exist			T .4#
	49	Body	Rem/Ins	Balance Wheel Balance One	Exist			T .4
	50	Body	Rem/Ins	Balance Wheel Balance Wheel Each Additional	Exist			T .3
	51	Ref	Ref	Clear Coat	Exist			T 5.0*
	52	Ref	Ref	Tint Color	Exist			T .5*
	53	Ref	Rem/Rep	Mask for Overspray	New		\$75.00	T 2.0*
	54			Shop Materials			\$250.00	T *
	55			Shipping			\$150.00	T *
	56			Paint Materials			\$1,919.50	

* - Judgement Item
- Labor Note Applies

Labor

Body	49.9	Hrs @	\$90.00	\$4,491.00
Refinish	34.9	Hrs @	\$90.00	\$3,141.00
Glass	3.7	Hrs @	\$90.00	\$333.00
Labor Total				<u>\$7,965.00</u>

Parts

Parts Subtotal	\$21,641.38
Less Adjustments	
Parts Total	<u>\$21,641.38</u>

Additional Costs and Operations

Adtl. Costs/Ops Total	\$2,319.50
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Tax

Labor Tax @	7.00%	\$557.55
Parts Tax @	7.00%	\$1,514.90
Adtl. Costs Tax @	7.00%	\$151.87
Tax Total		<u>\$2,224.32</u>

Totals

Sub Total:	<u>\$34,150.20</u>
Customer Resp.	<u>\$0.00</u>
Net Total	<u>\$34,150.20</u>

2011 INTERNATIONAL 7000 SERIES (WorkStar)

Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
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The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has started. Occasionally, worn or damaged parts are discovered which may not be evident on the first inspection. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change.

This is a preliminary estimate. Additional changes to the estimate may be required for the actual repair.

TruckEst does not automatically include items required by many business repair partners. This application allows the author to manually enter line items such as overlap deductions.

2011 INTERNATIONAL 7000 SERIES (WorkStar)

Version 3.0
Database Edition PHT 20-03

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Page 4 of 4

City Council Meeting
Prep. Date: 03/20/2023
Preparer: Sally Hinrichsen



Agenda Item: # 13
Agenda Date: 04/03/2023

Communication Page

Agenda Items Description: Ordinance Adding New Section to Chapter 23, Park and Recreation Board Section 23.08 Accounting of Park and Recreation Checking Account

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

Synopsis: Park and Recreation Department requested a checking account to pay for umpires and officials for tournaments

Background: The Park and Recreation Department is taking back the youth softball and baseball activities, as MYBSA has decided to discontinue their organization.

Recommendation: A motion to approve third and final reading is recommended.

ORDINANCE NO. 759

An Ordinance Amending the Code of Ordinances of the City of Monticello, Iowa, by Adding New Section to Chapter 23, Park and Recreation Board Section 23.08 Accounting of Park and Recreation Checking Account

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

Section 1: NEW SECTION. The Code of Ordinances of the City of Monticello, Iowa, is amended by adding the new Section 23.08, which is hereby adopted to read as follows:

23.08 ACCOUNTING. The accounting records of the Park and Recreation Checking Account shall consist of not less than the following:

1. Books of Original Entry. There shall be established and maintained books of original entry to provide a chronological record of cash received and disbursed.
2. Checks. Checks shall be prenumbered and signed by the Director of Park and Recreation or, in the Director of Park and Recreation's absence or inability to act, by the Park & Recreation Superintendent, following Council approval, except as provided by Subsection 4 hereof.
3. Budget Accounts. There shall be established such individual accounts to record receipts by source and expenditures by program and activity as will provide adequate information and control for budgeting purposes as planned and approved by the Council. Each individual account shall be maintained within its proper fund and so kept that receipts can be immediately and directly compared with revenue estimates and expenditures can be related to the authorizing appropriation. No expenditure shall be posted except to the appropriation for the function and purpose for which the expense was incurred.
4. Immediate Payment Authorized. The Council may by resolution authorize the Park and Recreation Director to issue checks for immediate payment of amounts due, which if not paid promptly would result in loss of discount, penalty for late payment or additional interest cost. Any such payments made shall be reported to the Council for review and approval with and in the same manner as other claims at the next meeting following such payment. The resolution authorizing immediate payment shall specify the type of payment so authorized and may include (but is not limited to) payment of umpire, referee and other officials.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. 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 4. 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 _____, 2023, and approved this _____ day of _____, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

First Reading: March 6, 2023

Second Reading:

Third Reading:

I certify that the foregoing was published as Ordinance # 759 on the _____ day of _____, 2023.

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 03/15/2023
Preparer: Russell Farnum



Agenda Item: # 14
Agenda Date: 04/03/2023

Communication Page

Agenda Items Description: Ordinance Adding New Section to Chapter 180, Signage Regulations, Section 180.30 Special Sign Provisions for Buildings in the Main Street District

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

Synopsis: It has been an ongoing quest of many downtown business owners to allow for more variety and flexibility for business signs in the downtown (“Main Street Monticello”) area. Main Street Monticello Director Brian Wolken, Chamber Director Bobby Krum and City Administrator Russ Farnum worked with a small committee of interested property owners and sign companies to develop the attached amendment, which would allow for temporary sidewalk signs, projecting signs, wall signs and awnings or canopies specifically within the “Main Street Monticello” area.

Background: The City’s sign regulations do not allow for temporary sidewalk signs, nor for projecting signs. In most instances, such signs are generally not desirable; however, in a downtown situation, such signs are desirable and even necessary to communicate effectively in a pedestrian environment.

Further, wall signs are limited to one per business, or an additional sign if on a corner lot. This restriction doesn’t allow flexibility for multiple tenants or businesses in a “block” downtown, which may be located on a corner. There are other considerations for downtown areas as well, such as relating the size of the sign to the scale of the building (area of the wall), restrictions on illumination, and other considerations. These provisions would only apply within the “Main Street Monticello” geographic area.

The ad-hoc committee met to develop the attached sign regulations. Members of the committee presented this proposal at the last Council meeting, and will be happy to discuss any questions or concerns that the Council may have.

Recommendation: A motion to approve second reading is recommended.

Ordinance

An Ordinance Amending the Code of Ordinances of the City of Monticello, Iowa, by Adding New Section to Chapter 180 “Signage Regulations”, Section 180.30 Special Sign Provisions for Buildings in the Main Street District

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

SECTION 1. Section 180 of the Code of Ordinances of the City of Monticello, Iowa, is hereby amended to add new Section 180.30, to wit:

180.30 Special Sign Provisions for Buildings in the Main Street District

For all Buildings and Businesses in the Main Street Monticello District (the “Main Street District”), the following special provisions shall apply. All signs allowed by this Section 180.30 shall also comply with 180.04, Design Standards, except for subsection 1 and 5 thereof.

1. Temporary movable signs on public sidewalks. Any proprietor of an establishment in the Main Street District, may display one (1) temporary movable sign on the sidewalk in front of said establishment, subject to the following provisions:

A. All such temporary signs must at all times maintain at least a two-foot (2’) setback from the street curb.

B. In order to allow for the free passage of pedestrian traffic on the public sidewalk, a minimum of four feet (4’) of unobstructed public sidewalk must be provided at all times. That unobstructed area may be between the storefront and the edge of the sign closest to the storefront, or the sign and any other obstruction to the free movement and ADA accessibility on the public sidewalk, including but not limited to, street furniture, light poles, tree wells, and car overhangs.

C. No such temporary movable sign shall be attached in any manner to the public sidewalk, or to any public fixtures within the right-of-way, including but not limited to, light poles, traffic signs, tables, chairs, or other fixtures, or on top of any temporary elevations such as fill material or snowbanks.

D. No such temporary sign shall exceed two and one-half feet (2½’) in width and three and one-half feet (3½’) in height as measured to the outer frame measurements and height measured from the natural grade of the sidewalk surface adjacent to such establishment.

E. No more than one such sign may be placed in front of any single store-front.

F. All such signs must be well-maintained and kept in good repair.

G. Temporary signs shall only be placed on the public sidewalk at times the business is open, and shall be removed from the public way during non-business hours.

2. Projecting Sign (also called a Blade Sign): A sign that is generally mounted perpendicular to the building wall by way of brackets or hanging supports. This type of sign does not include awning, canopy, or marquee signs. Due to the minimal setback of the buildings, in the Main Street district, projecting signs are allowed over the public right-of-way.

A. One projecting sign, per building frontage, per tenant is allowed.

B. All projecting signs shall not be less than seven and a half feet (7.5') from the bottom of the sign to the grade below.

C. No projecting sign mounted at less than 15 feet high shall extend away from the building wall to a point closer than two feet (2') to the back of the curb; as measured to the furthest edge of the sign.

D. Sign Area Allowed. The total area of all signs (wall and projecting signs) shall not exceed fifteen percent of the area of that frontage of the building. No projecting sign shall exceed an area of ten percent of the area of that frontage of the building. In multiple-tenant situations, the sign area for each tenant shall be calculated based upon the area of their individual storefront, unless otherwise directed in writing by the owner of the building. Only one face of a projecting sign shall be counted towards the allowed area for the individual sign, and the overall signage of a building or tenant frontage. No allowed sign area may be transferred to another side of the building.

E. Maximum Height. No projecting sign shall be located so as to extend above the parapet or roof line of a single-story building, or the top of the second story windows.

F. Design Load and Structure. The Projecting sign shall be designed to adhere to structural and load capacities for the Monticello area and of the building that it is attached. Structural and load calculations may be required prior to sign approval. All projecting signs shall be secured against excessive movement by wind or other forces.

G. Illumination. Unless restricted elsewhere in this ordinance, projecting signs may be externally or internally illuminated. If internally illuminated, all projecting signs shall be designed in such a manner that only the text, copy or graphic of the sign is illuminated, and the background is opaque. This may be accomplished with individual channel letters, halo lit letters, routed face with push through letters, or comparable design.

H. Shapes Encouraged. Complex shapes are encouraged for projecting signs rather than simple rectangle, square and circle shapes.

I. Icon Sign. An icon sign is a unique, three-dimensional object or sign that describes a business's product or services. As a three-dimensional sign, these signs will be treated as a projecting sign and must comply with those requirements, except those projecting less than 12" from the building wall are not required to maintain the 7.5-foot clearance from the sidewalk. One icon sign is allowed per business.

J. Nonconforming projecting signs that legally existed as of the date of adoption of this amendment (May __2023??) may continue to be used, despite any change in panels. If said signs are removed, damaged, or failed to be maintained in a safe and structurally sound manner, the signs shall not be replaced except in conformity with this ordinance.

3. Building (Wall) Signs

A. Sign Area Allowed. The total area of all signs (wall and projecting signs) shall not exceed fifteen percent of the area of that frontage of the building. No individual wall sign shall exceed an area of ten percent of the area of that frontage of the building. In multiple-tenant situations, the sign area for each tenant shall be calculated based upon the area of their individual storefront, unless otherwise directed in writing by the owner of the building. Only one face of a projecting sign shall be counted towards the overall signage of a building or tenant frontage. No allowed sign area may be transferred to another side of the building.

B. Number of Signs. Multiple wall signs shall be allowed on any visible wall, provided the total sign area shall not exceed that permitted above. Sign area is not transferable between building sides.

C. Multiple-tenant buildings and Multiple Building Blocks. In instances where multiple tenants share frontages in the same building, or multiple buildings are joined by common walls into a "Block", tenants may place wall signs on non-adjacent walls, with the written permission of the building owner on which the wall sign is to be placed. Said signs shall count toward the overall size of signs allowed on that frontage.

D. Awnings and Canopies. Awnings and Canopies shall be permitted above door and window openings in addition to permitted signage, whether or not the awnings include the display of business name, logo, or other identifying information. Awnings shall, however, be permitted in the same manner as signs. All awnings shall be installed with a minimum clearance of 7-1/2 feet above the sidewalk.

E. Illumination. Unless restricted elsewhere in this ordinance, wall signs may be externally or internally illuminated. If internally illuminated, all wall signs shall be designed in such a manner that only the text, copy or graphic of the sign is illuminated,

and the background is opaque. This may be accomplished with individual channel letters, halo lit letters, routed face with push through letters, or comparable design.

4. Roof Signs

Roof signs are allowed, but may only be placed on Mansard Roofs subject to the following:

A. No roof sign shall be mounted lower than the bottom of the mansard roof, and no roof sign shall project above (higher) than the top of the mansard roof.

B. All roof signs shall be counted as part of the building (wall) sign area otherwise allowed for that side of the building, and no area may be transferred to another side of the building.

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

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

Passed by the Council the _____ day of _____, 2023 and approved this _____ day of _____, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance # _____ was published in the Monticello Express on the _____ day of _____, 2023.

City Council Meeting
Prep. Date: 3/22/2023
Preparer: Sally Hinrichsen



Agenda Item: # 15-18
Agenda Date: 04/03/2023

Communication Page

Agenda Items Description:

- 15. Ordinance** amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Chapter 3 “Ward and Precinct Boundaries”;
- 16. Ordinance** amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Chapter 2 “Charter”.
- 17. Ordinance** amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Chapter 15 “Mayor”, Section 15.05 Voting
- 18. Ordinance** amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Chapter 17 “City Council”, Section 17.01 Number and Term of Council

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The Special Election that was held on March 7, 2023, changed the representation plan for the City. The Ward and Precinct Boundaries and other provisions of the Municipal Code must be changed to reflect that election outcome.

Background Information:

City of Monticello, Iowa, received a petition requesting a special election, on November 7, 2022. The petition stated the purpose of the special election is to vote on the following public measure: Change City Council Representation to IC 372.13(11) (b) (1). Election at large without ward.

Section 372.13(11) of the Code of Iowa provides that upon receipt of a petition meeting the requirements of section 362.4 of the Code of Iowa, the Council shall submit the question at a special election to vote upon the proposition of changing City Council representation to election at large, in accordance with the provisions of said statute.

Council called a special City election on Tuesday, the 7th day of March, 2023, at which election there shall be submitted to the registered voters of said City the following question, to-wit:

Shall the City of Monticello change from its current Council ward and at-large representation plan to an at-large council representation plan for all council members without ward residency requirements? (If this measure is passed by a majority of votes cast, all of the City's councilpersons will be elected at-large at the November, 2023 general election, taking office January, 2024. The three highest votes getters will serve

four-year terms, the next three highest vote getters will serve two-year terms. Thereafter all councilpersons will serve four-year terms.)

The County Auditor sent the abstract of votes for the special election held on March 7, 2023 advising the measure was approved by the voters and will go into effect in January 2024.

The following sections of the City Code need to be amended, with the effective date of January 1, 2024:

15. Repeals and replaces Chapter 3 of the Code of Ordinances of the City of Monticello, Iowa Provisions pertaining to Ward and Precinct Boundaries – This ordinance repeals Chapter 3 entirely and is replaced with only the Precinct Boundaries. I discussed the precinct boundaries with the Secretary of State's Office and Jones County Auditor did also. There is no requirement that City update our precincts. We can continue with four precincts and consolidate them during the next decennial census. However, Iowa Code Section 49.8 does allow some exceptions to change precincts for various circumstances.
16. Amending Section 2.04 of the Code of Ordinances of the City of Monticello, Iowa provisions pertaining to "Charter" – This ordinance changes the City's Charter effective January 1, 2024 related to the number and term of Council.
17. Amending Section 15.05 of the Code of Ordinances of the City of Monticello, Iowa provisions pertaining to "Mayor". This ordinance changes city government composed of a Mayor and a Council consisting of six Council members elected at large
18. Amending Section 17.01 of the Code of Ordinances of the City of Monticello, Iowa provisions pertaining to "City Council". This ordinance changes the make-up of the Council with six Council Members elected at large, elected for overlapping terms of four years

Staff Recommendation: It is recommended that the ordinances be adopted individually.

ORDINANCE NO.

An ordinance amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Chapter 3 Ward and Precinct Boundaries

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

SECTION 1. SECTION MODIFIED. Chapter 3, of the Code of Ordinances of the City of Monticello, is repealed and the following new Chapter 3 is adopted in lieu thereof:

CHAPTER 3
PRECINCT BOUNDARIES

3.01 PRECINCT BOUNDARIES. The City is divided into four (4) precincts described as follows:

1. First Precinct. The First Precinct includes the part of the City lying within the area bounded as follows:

Beginning at the most northerly point of District 1 (corner of N Cedar St and E 3rd St), thence southerly 0.08 miles along N Cedar St, thence easterly 0.06 miles along E 2nd St, thence southerly 0.09 miles along N Sycamore St, thence easterly 0.07 miles along E 1st St, thence southerly 0.13 miles along S Maple St, thence westerly 0.14 miles along E Washington St, thence southerly 0.61 miles along S Cedar St, thence southerly 0.44 miles along S Main St, thence northerly 0.48 miles along Unnamed Boundary, thence westerly 1.06 miles along County Road E16, thence northerly 0.92 miles along Unnamed Boundary, thence easterly 0.83 miles along W 1st St, thence northerly 0.13 miles along N Walnut St, thence easterly 0.18 miles along W 3rd St to the aforementioned point of beginning.

2. Second Precinct. The Second Precinct includes the part of the City lying within the area bounded as follows:

Beginning at the most northerly point of District 2, thence easterly 0.17 miles along Hardscrabble Road, thence southeasterly 0.15 miles along Unnamed Boundary, thence southerly 0.22 miles along Hardscrabble Road, thence easterly 0.14 miles along W 11th St, thence easterly 0.30 miles along Unnamed Boundary, thence easterly 0.08 miles along W 11th St, thence easterly 0.30 miles along Unnamed Boundary, thence easterly 0.02 miles along W 11th St, thence southerly 0.50 miles along N Cedar St, thence westerly 0.09 miles along W 7th St, thence

southerly 0.39 miles along N Chestnut St, thence westerly 0.05 miles along W 3rd St, thence southerly 0.13 miles along N Walnut St, thence westerly 0.83 miles along W 1st St, thence northerly 1.67 miles along Unnamed Boundary to the aforementioned point of beginning.

3. Third Precinct. The Third Precinct includes the part of the City lying within the area bounded as follows:

Beginning at the most northerly point of District 3, thence southerly 0.21 miles along Unnamed Boundary, thence southerly 0.02 miles along E 11th St, thence southeasterly 0.75 miles along Unnamed Boundary, thence southerly 0.10 miles along River Road, thence southerly 0.35 miles along Unnamed Boundary, thence southwestly 0.25 miles along N Main St, thence easterly 0.16 miles along Unnamed Boundary, thence northerly 0.01 miles along Unnamed Line, thence easterly 0.77 miles along Unnamed Boundary, thence southerly 0.17 miles along Sewer Plant Road, thence westerly 0.48 miles along E 1st St, thence westerly 0.21 miles along E 1st St, thence northerly 0.09 miles along N Sycamore St, thence westerly 0.06 miles along E 2nd St, thence northerly 0.08 miles along N Cedar St, thence westerly 0.13 miles along W 3rd St, thence northerly 0.39 miles along N Chestnut St, thence easterly 0.09 miles along W 7th St, thence northerly 0.50 miles along N Cedar St, thence northerly 0.18 miles along State Hwy 38, thence easterly 0.14 miles along Unnamed Boundary to the aforementioned point of beginning.

4. Fourth Precinct. The Fourth Precinct includes the part of the City lying within the area bounded as follows:

Beginning at the most northerly point of District 4 (corner of E 1st St and S Maple St), thence easterly 0.14 miles along E 1st St, thence easterly 0.58 miles along E 1st St, thence southeasterly 0.47 miles along Unnamed Boundary, thence southerly 0.19 miles along Unnamed Ramp, thence southeasterly 1.42 miles along Unnamed Boundary, thence southeasterly 0.13 miles along State Hwy 38, thence southerly 0.97 miles along Unnamed Boundary, thence westerly 0.23 miles along 190th St, thence westerly 0.23 miles along Unnamed Boundary, thence westerly 0.06 miles along 190th St, thence westerly 1.09 miles along Unnamed Boundary, thence westerly 0.56 miles along 190th St, thence westerly 2.35 miles along Unnamed Boundary, thence easterly 0.03 miles along 190th St, thence northeasterly 0.84 miles along Unnamed Boundary, thence southerly 0.07 miles along S Main St, thence northerly 2.29 miles along Unnamed Boundary, thence northerly 0.15 miles along S Main St, thence northerly 0.61 miles along S Cedar St, thence easterly 0.14 miles along E Washington St, thence northerly 0.13 miles along S Maple St to the aforementioned point of beginning.

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 on January 1, 2024, after its final passage, approval and publication as provided by law.

Passed by the Council the _____ day of _____, 2023, and approved this _____ day of _____, 2023.

David Goedken, Mayor

ATTEST:

Sally Hinrichsen, City Clerk

I certify that the foregoing was published as Ordinance No. _____ the _____ day of _____, 2023.

Sally Hinrichsen, City Clerk

ORDINANCE NO.

**An Ordinance amending the Code of Ordinances of the City of Monticello,
Iowa, by amending provisions pertaining to “Charter”**

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

SECTION 1. Chapter 2, of the Code of Ordinances of the City of Monticello, is repealed and the following new Chapter 2 is adopted in lieu thereof:

CHAPTER 2
CHARTER

2.01 TITLE. This chapter may be cited as the charter of the City of Monticello, Iowa.

2.02 FORM OF GOVERNMENT. The form of government of the City is the Mayor-Council form of government.

(Code of Iowa, Sec. 372.4)

2.03 POWERS AND DUTIES OF CITY OFFICERS. The Council and Mayor and other City officers have such powers and shall perform such duties as are authorized or required by State law and by the ordinances, resolutions, rules, and regulations of the City.

2.04 NUMBER AND TERM OF COUNCIL. The Council consists of six Council members elected at large, elected for overlapping terms of four years.

(Code of Iowa, Sec. 376.2)

2.05 TERM OF MAYOR. The Mayor is elected for a term of two years.

(Code of Iowa, Sec. 376.2)

2.06 COPIES ON FILE. The Clerk shall keep an official copy of the charter on file with the official records of the Clerk and the Secretary of State, and shall keep copies of the charter available at the Clerk's office for public inspection.

(Code of Iowa, Sec. 372.1)

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 beginning with the term of office which begins January 2024 and after its final adoption and publication as provided by law.

1st reading passed by the Council on this ____ day of _____, 2023

2nd reading passed by the Council on this ____ day of _____, 2023

3rd reading passed by the Council on this ____ day of _____, 2023

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance # _____ - was published in the Monticello Express on the ____ day of _____, 2023.

Sally Hinrichsen, City Clerk

ORDINANCE NO.

An Ordinance amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Chapter 15 “Mayor”, Section 15.05 Voting

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

SECTION 1. SECTION MODIFIED. Section 15.05 of the Code of Ordinances of the City of Monticello, Iowa, is repealed and the following adopted in lieu thereof:

15.05 VOTING. So long as the City is governed by the Mayor-Council form of government composed of a Mayor and a Council consisting of six Council members elected at large, the Mayor may vote to break a tie vote on motions not involving ordinances, resolutions or appointments made by the Council alone.

(Code of Iowa, Sec. 372.4)

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 beginning with the term of office which begins January 2024 and after its final adoption and publication as provided by law.

1st reading passed by the Council on this ____ day of _____, 2023

2nd reading passed by the Council on this ____ day of _____, 2023

3rd reading passed by the Council on this ____ day of _____, 2023

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance # _____ - was published in the Monticello Express on the ____ day of _____, 2023.

Sally Hinrichsen, City Clerk

ORDINANCE NO.

An Ordinance amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Chapter 17 “City Council”, Section 17.01 Number and Term of Council

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

SECTION 1. SECTION MODIFIED. Section 17.01 of the Code of Ordinances of the City of Monticello, Iowa, is repealed and the following adopted in lieu thereof:

17.01 NUMBER AND TERM OF COUNCIL. The Council consists of six Council Members elected at large, elected for overlapping terms of four years.

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 beginning with the term of office which begins January 2024 and after its final adoption and publication as provided by law.

1st reading passed by the Council on this ____ day of _____, 2023
2nd reading passed by the Council on this ____ day of _____, 2023
3rd reading passed by the Council on this ____ day of _____, 2023

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance # _____ - was published in the Monticello Express on the ____ day of _____, 2023.

Sally Hinrichsen, City Clerk

City Council Meeting
 Prep. Date: 3/28/2023
 Preparer: Sally Hinrichsen



Agenda Item: # 19
 Agenda Date: 04/03/2023

Communication Page

Agenda Items Description: An ordinance amending certain provisions of Chapter 106, “Collection of Solid Waste”, Section 106.08 Collection Fees of the City of Monticello, Iowa Code of Ordinances.

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

Attachments & Enclosures:

Ordinance
Copy of Iowa Code 384.84

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Annually the City has been written up in the annual audit, since Council set sanitation rates by resolution and not by ordinance.

Background Information:

City Council approved resolution setting sanitation rates in November 2015. City has annually had this finding in our audit report since then.

From the June 30, 2020 audit report:

Findings Related to Required Statutory Reporting:

Utility Rate – The City’s solid waste rate was not established by ordinance.

Recommendation – The City should establish the solid waste rate by ordinance, as required by Chapter 384.84 of the Code of Iowa.

Response – Chapter 384.84 provides that “rates must be established by ordinance of the Council...” Chapter 106 of the Monticello Code of Ordinances provides for Sanitation Rates, indicating at 106.08(1) that “The fee for solid waste shall be established, from time to time, by separate resolution of the Council.” While the position taken by the Auditor is understood, it is a very tightly construed reading of the Iowa Code, a more broad interpretation of the Iowa Code suggesting that the current City Code and City practice with regard to the setting of specific rates by Resolution, as authorized by the Ordinance, meets the obligations imposed by Chapter 384.84. The City will consult with legal counsel on this issue and will consider amendments to the City Code as deemed appropriate.

Conclusion – Response acknowledged. The City should establish solid waste rates as required by Chapter 384.4 of the Code of Iowa.

The only way to get this finding removed from our annual audit report is to set the sanitation rates by ordinance.

There is no change in what was already approved, except setting the same rates by Ordinance.

Staff Recommendation: It is recommended the ordinance be approved.

ORDINANCE NO.

An ordinance amending certain provisions of Chapter 106, "Collection of Solid Waste", of the City of Monticello, Iowa Code of Ordinances

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

SECTION 1. SECTION MODIFIED. Chapter 106, Section 08, paragraphs 1 thru 2, of the Code of Ordinances of the City of Monticello, is repealed and the following adopted in lieu thereof:

106.08 COLLECTION FEES. The collection and disposal of solid waste as provided by this chapter are declared to be beneficial to the property served or eligible to be served and there shall be levied and collected fees at the following monthly rates within the City. Sales tax shall be in addition to the amounts shown, in accordance with State law.

(Code of Iowa, Sec. 384.84)

1. One-family dwellings, two-family dwellings with separate water meters, and apartments with separate meters.
 - A. Rates for collections during the month of July, which will appear on the September 1 billing, through and including collections during the month of June, which will appear on the August 1 billing:
 - (1) Rates in effect from September 1, 2022 until the August 1, 2023 billing: \$19.70 per month.
 - (2) Rates in effect from September 1, 2023 until the August 1, 2024 billing: \$20.29 per month.
 - (3) Rates in effect from September 1, 2024 until the August 1, 2025 billing: \$20.90 per month.
 - (4) Rates in effect from September 1, 2025 until the August 1, 2026 billing: \$21.53 per month.
 - B. Rates will increase by 3% each year thereafter, commencing with the billing related to collections that occur in the month of July of each successive year.
2. Multi-family dwelling and/or apartments, in which water is furnished by owner through a central water meter and charged to the owner of the property. If the complex does not utilize dumpsters for the collection of garbage created at their facility:
 - A. Rates for collections during the month of July, which will appear on the September 1 billing, through and including collections during the month of June, which will appear on the August 1 billing:

(1) Rates in effect from September 1, 2022 until the August 1, 2023 billing: \$19.70 per month.

(2) Rates in effect from September 1, 2023 until the August 1, 2024 billing: \$20.29 per month.

(3) Rates in effect from September 1, 2024 until the August 1, 2025 billing: \$20.90 per month.

(4) Rates in effect from September 1, 2025 until the August 1, 2026 billing: \$21.53 per month.

B. Rates will increase by 3% each year thereafter, commencing with the billing related to collections that occur in the month of July of each successive year.

3. Multi-Family Dwelling or Personal Residence with Dumpster. Regardless of the foregoing fees, any multi-family dwelling or apartment or person located within the City limits using large dump container (dumpster) for solid waste collection and disposal shall pay fees calculated in accordance with the following:

A. Rates for collections during the month of January, which will appear on the March 1 billing, through and including collections during the month of December, which will appear on the February 1 billing, shall be as set out below for the years indicated:

(1) 1/1/2023 through 12/31/2023: \$8.23 per yard, per collection

(2) 1/1/2024 through 12/31/2024: \$8.48 per yard, per collection

(3) 1/1/2025 through 12/31/2025: \$8.73 per yard, per collection

(4) 1/1/2026 through 12/31/2026 \$8.99 per yard, per collection

B. Rates will increase by 3% each year thereafter, commencing with the billing related to collections that occur in the month of January of each successive year.

In addition to the above fees related to trash collection, Multi-Family or Single-Family residences that utilize a dumpster shall be assessed a monthly recycling fee of \$4.75 per month per unit.

However, owners of apartment complexes of five units or more that have commercial dumpster recycling collection at their facility at least every other week will not be assessed the individual per unit recycling fee of \$4.75 per unit commencing with the month following written notification to the City, and verification by the City, that said complex is served by said recycling collection.

4. Commercial and Industrial Zoned Properties. Commercial and industrial enterprises shall pay the following minimum monthly rates.
 - A. Rates for collections during the month of January, which will appear on the March 1 billing, through and including collections during the month of December, which will appear on the February 1 billing, shall be as set out below for the years indicated:
 - (1) 1/1/2023 through 12/31/2023: \$8.23 per yard, per collection
 - (2) 1/1/2024 through 12/31/2024: \$8.48 per yard, per collection
 - (3) 1/1/2025 through 12/31/2025: \$8.73 per yard, per collection
 - (4) 1/1/2026 through 12/31/2026 \$8.99 per yard, per collection
 - B. Rates will increase by 3% each year thereafter, commencing with the billing related to collections that occur in the month of January of each successive year.
5. Properties Located outside the Monticello City Limits. Regardless of the foregoing fees, any commercial, industrial, multi-family dwelling or apartment or person located outside the City limits using a large dump container (dumpster) for solid waste collection and disposal shall pay exactly twice the rate as in town collection.
6. Additional Fees.
 - A. Residential Garbage Collection: The City Contractor will be providing every Residential property a 65-gallon cart in which to place their garbage. Any bags placed next to the Cart will require a \$2.00 per bag sticker to be purchased at City Hall. Each residential property will be allowed to place one bulky item per month out next to their container so long as the large item is pre-scheduled for collection with City Hall.
 - B. Dumpster Collection: The City Contractor may charge in excess of the fees provided in their agreement with the City for overloaded dumpsters or for those circumstances where items are left outside of and/or stacked adjacent to a dumpster. These charges will be being based upon estimated additional yards of waste, with those additional fees invoiced to the City by the Contractor and invoiced by the City to the Customer at the current per yard rate equal.
7. Payment of Bills. All fees are due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section 92.04 of this Code of Ordinances. Solid waste collection service may be discontinued in accordance with the provisions contained in Section 92.05 if the combined service account becomes delinquent, and the provisions contained in Section 92.08 relating to lien notices shall also apply in the event of a delinquent account.

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 take effect with the September 1, 2023 billing, after its final passage, approval and publication as provided by law. The existing Chapter 106, and the sanitation rates shall remain in effect through the August 1, 2023 billing.

Passed by the Council the ____ day of _____, 2023, and approved this ____ day of _____, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

I certify that the foregoing was published as Ordinance No. ____ the ____ day of _____, 2023.

Sally Hinrichsen, City Clerk

384.84 Rates and charges — billing and collection — contracts.

1. The governing body of a city utility, combined utility system, city enterprise, or combined city enterprise may establish, impose, adjust, and provide for the collection of rates and charges to produce gross revenues at least sufficient to pay the expenses of operation and maintenance of the city utility, combined utility system, city enterprise, or combined city enterprise. When revenue bonds or pledge orders are issued and outstanding pursuant to [this subchapter](#), the governing body shall establish, impose, adjust, and provide for the collection of rates to produce gross revenues at least sufficient to pay the expenses of operation and maintenance of the city utility, combined utility system, city enterprise, or combined city enterprise, and to leave a balance of net revenues sufficient to pay the principal of and interest on the revenue bonds and pledge orders as they become due and to maintain a reasonable reserve for the payment of principal and interest, and a sufficient portion of net revenues must be pledged for that purpose. Rates must be established by ordinance of the council or by resolution of the trustees, published in the same manner as an ordinance.

2. The governing body of a city water or wastewater utility may enter into an agreement with a qualified entity to use proceeds from revenue bonds for a water resource restoration project if the rate imposed is no greater than if there was not a water resource restoration project agreement. For purposes of [this subsection](#), “qualified entity” is an entity created pursuant to [chapter 28E](#) or two entities that have entered into an agreement pursuant to [chapter 28E](#), whose purpose is to undertake a watershed project that has been approved for water quality improvements in the watershed.

3. a. A city utility or enterprise service to a property or premises, including services of sewer systems, storm water drainage systems, sewage treatment, solid waste collection, water, solid waste disposal, or any of these services, may be discontinued or disconnected if the account for the service becomes delinquent. Gas or electric service provided by a city utility or enterprise shall be discontinued or disconnected only as provided by [section 476.20, subsections 1 through 4](#), and discontinuance or disconnection of those services is subject to rules adopted by the utilities board of the department of commerce.

b. If more than one city utility or enterprise service is billed to a property or premises as a combined service account, all of the services may be discontinued or disconnected if the account becomes delinquent.

c. A city utility or enterprise service to a property or premises shall not be discontinued or disconnected unless prior written notice is sent, by ordinary mail, to the account holder in whose name the delinquent rates or charges were incurred, informing the account holder of the nature of the delinquency and affording the account holder the opportunity for a hearing prior to discontinuance or disconnection of service. If the account holder is a tenant, and if the owner or landlord of the property or premises has made a written request for notice, the notice shall also be given to the owner or landlord. If the account holder is a tenant and requests a change of name for service under the account, such request shall be sent to the owner or landlord of the property if the owner or landlord has made a written request for notice of any change of name for service under the account to the rental property.

d. (1) If a delinquent amount is owed by an account holder for a utility service associated with a prior property or premises, a city utility, city enterprise, or combined city enterprise may withhold service from the same account holder at any new property or premises until such time as the account holder pays the delinquent amount owing on the account associated with the prior property or premises. A city utility, city enterprise, or combined city enterprise shall not withhold service from, or discontinue or disconnect service to, a subsequent owner who obtains fee simple title of the prior property or premises unless such delinquent amount has been certified in a timely manner to the county treasurer as provided in [subsection 4, paragraph “a”](#), subparagraphs (1) and (2).

(2) Delinquent amounts that have not been certified in a timely manner to the county treasurer are not collectible against any subsequent owner of the property or premises.

e. (1) A legal entity created pursuant to [chapter 28E](#) by a city or cities, or other political subdivisions, and public or private agencies for the purposes of providing wastewater, sewer

City Council Meeting
Prep. Date: 3/28/2023
Preparer: Sally Hinrichsen



Agenda Item: # 20-28
Agenda Date: 4/3/2023

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:

- 20. City Engineer
- 21. Mayor
- 22. City Administrator
- 23. City Clerk
- 24. Public Works Director
- 25. Police Chief
- 26. Water/Wastewater Superintendent
- 27. Park and Recreation Director
- 28. Library Director