

City of Monticello, Iowa

www.ci.monticello.ia.us

Posted on July 13, 2023 at 5:00 p.m.

Monticello City Council Meeting July 17, 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	Library Director:	Faith Brehm
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
		City Engineer:	Patrick Schwickerath

- 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	July	3, 2023
Approval of Payroll	July	13, 2023
Approval of Bill List		
Approval of Treasurer's Report	May	2023
Approval of Chamber of Commerce transfer of alcohol license to Pocket Park on August 11 th and to Berndes Center on October 22 nd		

Resolutions:

- 1. Resolution** Approving the Memorandum of Understanding between The Iowa Department of Revenue and City of Monticello Regarding State Setoff Program

2. **Resolution** Approving the final plat of Northridge Estates Fifth Addition, City of Monticello, Jones County, Iowa, a subdivision of Lot 2 of Northridge Estates, Third Addition, all in the City of Monticello, Jones County, Iowa
3. **Resolution** Approving the final plat of Northridge Estates Sixth Addition, City of Monticello, Jones County, Iowa, a subdivision of Outlot “A” in Northridge Estates, Fourth Addition, all in the City of Monticello, Jones County, Iowa

Motions:

4. **Motion** to approve the temporary road closure for a Chamber and Private Business event for Uptown Summer Nights
5. **Motion** to approve Glass Tap LLC (Market at the Tap) outdoor service permit for location on West First Street
6. **Discussion and possible motion** regarding fence at Jacob’s Park

Reports / Potential Actions:

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

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

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

Topic: July 17, 2023 Council Meeting

Time: Jul 17, 2023 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82664396569>

Meeting ID: 826 6439 6569

One tap mobile

+16469313860,,82664396569# US

+13017158592,,82664396569# US (Washington DC)

Dial by your location

- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US

Meeting ID: 826 6439 6569

Find your local number: <https://us02web.zoom.us/u/kbdmE3gkE8>

Regular Council Meeting
July 3, 2023 – 6:00 P.M.
Community Media Center

Mayor David Goedken called the meeting to order. Council present were: Brenda Hanken, Candy Langerman, Chris Lux, Wayne Peach, Scott Brighton and Tom Yeoman. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Water /Wastewater Superintendent Jim Tjaden, Library Director Faith Brehm, and Park and Rec Director Jacob Oswald. The public was invited to attend the meeting in person, or to participate in the meeting electronically via “Zoom Meetings” or “Facebook” and were encouraged to communicate from the chat or message.

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

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

Mayor Goedken opened the public hearing on proposed Sale/Swap of City owned property located north and adjacent to Riverside Gardens. Staff reported there were no comments. Farnum reported Council and Public have asked why City is even considering this transfer of property. Farnum advised it was staff’s job to bring this request to Council to consider. Oswald reported the Park Board had looked into exchanging a couple of holes of the Golf Course on City property with land by Riverside Gardens for trail access along the river. Estimated costs for the survey came in around \$10,000. Goedken questioned if we could get an agreement where they allowed City to put in the trail along the river. Peach questioned if it would be a liability issue and Farnum advised City had insurance for that. Yeoman didn’t like that the City was to cover all costs related to survey and land transfer and felt it should be split. Mayor closed the Public Hearing. Consensus of the Council was to have Oswald look into multiple other options or agreements, for trail access to that area.

Peach moved to approve Resolution #2023-94 Approving Lynn Rollinger Tax Abatement Improvements Application related to Residential constructed at 203 East Second Street, Monticello, Iowa. Brighton seconded, roll call was unanimous.

Yeoman moved to approve Resolution #2023-95 Amending Resolution 2023-81 and Adopting FY ’24 Salary for the Police Chief and Library Director and Wages for Library Staff. Peach seconded, roll call was unanimous.

Farnum advised this resolution will allow Council to bond for these projects in the future to pay the City back for expenses related to the projects. Brighton moved to approve Resolution #2023-96 Related to the financing of a project proposed to be undertaken by the City of Monticello, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code. Langerman seconded, roll call was unanimous.

Farnum reported that Royal Flush Truck Wash owes violations to the City related to their pre-treatment agreement that was approved by the Iowa DNR and City. This will allow City to pay for these fines, instead of paying Royal Flush and subtracting the fines from

amount that would have been paid to Royal Flush. Langerman moved to approved Resolution #2023-97 Re-Appropriating funds necessary to meet the City's Obligation to Mike Beck and Ken McDermott, known as Royal Flush Truck Wash, Inc per Development Agreement, dated March 17, 2014, and as amended, dated June 3, 2019 and paying the City of Monticello for Royal Flush Truck Wash, Inc's delinquent Pre-Treatment Agreement fines prior to all future payments. Lux seconded, roll call was unanimous.

Farnum advised School Board decided to move forward with Theisen's Home, Farm and Auto Store purchasing the Old Middle School building. Farnum is working with City attorney and Theisen's to finalize the agreement. The next three items are to get the process moving. Brighton moved to approve Resolution #2023-98 Preliminarily approving proposed Development Agreement between the City of Monticello and Theisen's Real Estate LLC and scheduling a Public Hearing on the proposed agreement. Hanken seconded, roll call was unanimous. Public Hearing will be held on August 7th at 6 PM.

Langerman moved to approve Resolution #2023-99 Preliminarily approving Proposed Amendment to Monticello Urban Renewal Plan to include Theisen's Real Estate LLC Project, and to schedule a Public Hearing on the proposed Urban Renewal Plan amendment for the 7th day of August 2023 at 6:00 p.m. Peach seconded, roll call unanimous.

Yeoman moved to approve Resolution #2023-100 Scheduling Public Hearing on the proposed Re-Zoning of property located at 217 South Maple Street from "School Owned" to C-1 General Commercial for August 7, 2023 at 6:00 p.m. Hanken seconded, roll call unanimous.

Farnum reported that BR5 LLC is proposing to construct a 12-unit apartment building behind Dollar Fresh and the next resolutions sets the public hearings to move forward. Langerman moved to approve Resolution #2023-101 Preliminarily approving proposed Development Agreement between the City of Monticello and BR5 LLC and scheduling a Public Hearing on the proposed agreement. Lux seconded, roll call unanimous.

Langerman moved to approve Resolution #2023-102 Preliminarily approving Proposed Amendment to Monticello Urban Renewal Plan to include BR5 LLC Project, and to schedule a Public Hearing on the proposed Urban Renewal Plan amendment for the 7th day of August 2023 at 6:00 p.m. Peach seconded, roll call unanimous.

Yeoman moved to approve Resolution #2023-103 Scheduling Public Hearing on the proposed Re-Zoning of property described as Lot 2 of BR3 Subdivision from C-1 General Commercial to R-3 Multiple Family Residential for August 7, 2023 at 6:00 p.m. Peach seconded, roll call unanimous.

Farnum reported Main Street Iowa did a survey on the local Monticello Main Street program, which was doing well and offered tips for them to work on.

Regular Council Meeting
July 3, 2023

Farnum advised the 4th of July parade committee has built in rain delay, if needed. He thanked all the volunteers for their work organizing the day's events and everyone that has a parade entry. Firemen's breakfast is at the Berndes Center from 6:30 am to 10:30 am. Family activities during the day and fireworks at dusk.

Farnum advised the Jones County Democrats and Republicans will sponsor a free, public presentation on the proposed CO2 Pipelines across Iowa and their impact on Jones County. The presentation will be held on Tuesday, July 11, 2023, from 7:30 pm to 8:30 pm at the Monticello High School auditorium.

Mayor Goedken also thanked the many volunteers that worked on the 4th of July events, putting up the flags and entering the parade.

Tjaden reported the Lead/Copper Survey is going well. Currently he only has one documented lead service line.

Oswald reported this year they had night swimming lessons and it was well received.

Brehm advised the Library staff and the Friends of the Library will be in the 4th of July parade handing out items.

Brehm stated they are starting their summer hours and will be open 9 am to 6 pm, Monday thru Friday and 9 am to noon on Saturday.

Brehm reported on activities happening at the Library for all to enjoy.

Peach moved to adjourn at 6:39 P.M.

David Goedken, Mayor

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - JULY 13, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	June 26 - July 9, 2023				
Brian Bronemann	\$ 786.85	\$ -	0.00	0.00	\$ 651.80
Shelley Bronemann	192.00	-	0.00	0.00	165.24
Jamie Coleman	952.50	-	0.00	0.00	820.48
Mason Hansen	1,207.80	-	0.00	0.00	913.42
Ron Herman, Jr.	800.00	-	0.00	0.00	657.10
Sonya Johnson	1,827.83	-	0.00	0.00	1,382.71
Lori Lynch	3,537.60	1,415.04	0.00	0.00	2,333.23
Coletta Matson	3,062.40	950.40	0.00	0.00	1,961.61
Chloe Mogensen	422.40	-	0.00	0.00	350.88
Mandy Norton	255.08	-	0.00	0.00	216.00
Kaleb Payne	2,641.60	609.60	0.00	0.00	1,981.45
Daniel Poirier	406.40	-	0.00	0.00	350.07
Curtis Wyman	2,486.25	754.65	21.00	61.00	1,729.09
TOTAL AMBULANCE	\$ 18,578.71	\$ 3,729.69	21.00	61.00	\$ 13,513.08
CEMETERY	June 26 - July 9, 2023				
Sawyer Brokaw	\$ 1,125.00	\$ -	0.00	0.00	\$ 976.32
Dan McDonald	2,040.97	73.77	0.00	0.00	1,495.94
Anthony Williams	746.25	-	0.00	0.00	659.82
TOTAL CEMETERY	\$ 3,912.22	\$ 73.77	0.00	0.00	\$ 3,132.08
CITY HALL	June 26 - July 9, 2023				
Cheryl Clark	\$ 2,092.00	\$ -	2.25	2.25	\$ 1,440.32
Russ Farnum	3,711.54	-	0.00	0.00	2,501.77
Sally Hinrichsen	3,044.31	-	0.00	0.00	1,845.79
Nanci Tuel	1,840.81	-	0.00	0.00	1,308.40
TOTAL CITY HALL	\$ 10,688.66	\$ -	2.25	2.25	\$ 7,096.28
FIRE					
Joe Bayne	\$ 208.33	\$ -	0.00	0.00	\$ 192.39
Billy Norton	166.67	-	0.00	0.00	143.57
Johnny Russ	60.00	-	0.00	0.00	55.41
Paul Warner	125.00	-	0.00	0.00	115.44
TOTAL FIRE	\$ 560.00	\$ -	0.00	0.00	\$ 506.81
LIBRARY	June 26 - July 9, 2023				
Faith Brehm	\$ 1,680.00	\$ -	0.00	0.00	\$ 1,278.80
Sydney Freeze	380.00	-	0.00	0.00	350.93
Molli Hunter	1,243.20	-	0.00	0.00	980.61
Penny Schmit	1,476.00	-	0.00	0.00	894.07
TOTAL LIBRARY	\$ 4,779.20	\$ -	0.00	0.00	\$ 3,504.41
MBC	June 26 - July 9, 2023				
Keegan Arduser	\$ 1,523.08	\$ -	0.00	0.00	\$ 1,169.54
Riley Manternach	960.00	-	0.00	0.00	823.92
Jacob Oswald	2,413.27	-	0.00	0.00	1,820.93
Peyton Schilling	701.25	-	0.00	0.00	647.60
Grahm Schneiter	500.00	-	0.00	0.00	461.75
TOTAL MBC	\$ 6,097.60	\$ -	0.00	0.00	\$ 4,923.74

PAYROLL - JULY 13, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
POLICE	June 26 - July 9, 2023				
Peter Fleming	\$ 2,847.50	\$ -	12.00	12.00	\$ 1,956.01
Dawn Graver	2,783.20	-	0.00	0.00	2,020.07
Erik Honda	3,032.65	126.71	0.00	0.00	2,253.60
Jordan Koos	2,914.90	-	0.00	0.00	1,965.96
Britt Smith	3,393.62	-	0.00	0.00	2,503.59
Madonna Staner	1,679.21	-	0.00	0.00	1,291.10
Brian Tate	3,531.85	-	0.00	0.00	2,527.98
TOTAL POLICE	\$ 20,182.93	\$ 126.71	12.00	12.00	\$ 14,518.31
ROAD USE	June 26 - July 9, 2023				
Zeb Bowser	\$ 1,927.20	\$ -	2.25	2.25	\$ 1,462.42
Jacob Gravel	1,963.34	36.14	0.00	0.00	1,438.49
Nick Kahler	2,457.46	-	0.00	0.00	1,742.10
Jasper Scott	1,927.21	-	0.00	0.00	1,448.05
TOTAL ROAD USE	\$ 8,275.21	\$ 36.14	2.25	2.25	\$ 6,091.06
SEWER	June 24 - July 7, 2023				
Sullivan Flynn	\$ 480.00	\$ -	0.00	0.00	\$ 443.22
Jim Tjaden	2,791.54	-	0.00	0.00	2,036.17
TOTAL SEWER	\$ 3,271.54	\$ -	0.00	0.00	\$ 2,479.39
SWIMMING POOL	June 23 - July 6, 2023				
Lydia Ahlrichs	\$ 174.00	\$ -	0.00	0.00	\$ 160.69
Kyle Arduser	82.50	-	0.00	0.00	76.18
Rylan Bertling	92.50	-	0.00	0.00	85.42
Malcolm Clark	105.00	-	0.00	0.00	96.97
Gabriella Donovan	232.50	-	0.00	# 0.00	214.71
Jill Flynn	1,000.00	-	0.00	0.00	923.50
Stella Flynn	65.00	-	0.00	0.00	60.03
Sullivan Flynn	132.25	-	0.00	0.00	122.15
Grant Gassman	303.00	-	0.00	0.00	279.82
Taylor Gassman	258.00	-	0.00	0.00	238.26
Ella Glawatz	597.25	-	0.00	0.00	545.10
Anicka Kahler	17.50	-	0.00	0.00	16.16
Lacie Koppes	456.00	-	0.00	0.00	421.12
Karle Kramer	465.00	-	0.00	0.00	429.43
Carter Kuehler	37.50	-	0.00	0.00	34.63
Carlos Lagunes-Torres	62.50	-	0.00	0.00	57.71
Lanie Luensman	306.00	-	0.00	0.00	282.59
Megan Mahoney	72.00	-	0.00	0.00	66.50
Jacob Miller	362.50	-	0.00	0.00	334.76
Adalyn Monk	152.50	-	0.00	0.00	140.83
Cole Nietert	150.00	-	0.00	0.00	138.52
Cord Nietert	279.00	-	0.00	0.00	257.65
Dylan Ponder	171.00	-	0.00	0.00	157.92
Ethan Ponder	174.00	-	0.00	0.00	160.69
Gage Rickels	177.50	-	0.00	0.00	163.92
Samantha Ruchti	112.50	-	0.00	0.00	103.89

PAYROLL - JULY 13, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Lake Schnoor	171.00	-	0.00	0.00	157.92
Mace Schnoor	102.00	-	0.00	0.00	94.20
Emma Schwendinger	723.75	-	0.00	0.00	649.28
Kendall Siebels	570.75	-	0.00	0.00	523.27
River Smith	321.00	-	0.00	0.00	296.45
Jessica Stadtmueller	558.00	-	0.00	0.00	512.78
Hayden Tomkins	327.00	-	0.00	0.00	301.99
Brock Westphal	207.00	-	0.00	0.00	191.17
Carter Willms	85.00	-	0.00	0.00	78.50
TOTAL SWIMMING POOL	\$ 9,103.00	\$ -	0.00	0.00	\$ 8,374.71
WATER	June 24 - July 7, 2023				
Sullivan Flynn	\$ 480.00	\$ -	0.00	0.00	\$ 443.32
Scott Hagen	1,987.20	-	0.00	0.00	1,563.63
Josh Willms	2,021.85	-	0.00	0.00	1,495.14
TOTAL WATER	\$ 4,489.05	\$ -	0.00	0.00	\$ 3,502.09
TOTAL - ALL DEPTS.	\$ 89,938.12	\$ 3,966.31	37.50	77.50	\$ 67,641.96

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
ALADTEC, INC.	PD SCHEDULING SOFTWARE	620.00			
THE PRAETORIAN GROUP	PD POLICEONE ACADEMY	735.42			
MONTICELLO EXPRESS INC	PD SUPPLIES	129.00			
TCM BANK NA	PD EQUIP REPAIR/MAINT	27.58			
TREASURER OF STATE OF IOWA	PD ATTORNEY FEES	264.00			

	110 POLICE DEPARTMENT TOTAL	1,776.00			
STREET LIGHTS					
ALLIANT ENERGY-IES	335 N SYCAMORE STREETLIGHTS	53.67			

	230 STREET LIGHTS TOTAL	53.67			
AQUATIC CENTER					
FAREWAY STORES #840-1	POOL CONCESSIONS	26.49			
STATE HYGIENIC LABORATORY	POOL LAB TEST	13.50			
LAPORTE MOTOR SUPPLY	POOL EQUIP REPAIR/MAINT	15.16			
MONTICELLO EXPRESS INC	POOL SWIM TEAM	91.79			
MYERS-COX CO.	POOL CONCESSIONS	1,802.00			
TCM BANK NA	POOL SWIM TEAM	261.73			

	440 AQUATIC CENTER TOTAL	2,210.67			
CEMETERY					
GOETTSCH INC	CEM OVERPAYMENT - BETTY ADAMS	275.00			
PAM KRAUS	PLAQUE INSTALL - LUBBEN/KING	150.00			
MONTICELLO EXPRESS INC	CEMETERY ADVERTISING	90.00			

	450 CEMETERY TOTAL	515.00			
SOLDIER'S MEMORIAL BOARD					
MEDIACOM	SLDR MEM TELEPHONE	19.55			
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	45.57			

	498 SOLDIER'S MEMORIAL BOARD TOTAL	65.12			
MAYOR AND CITY COUNCIL					
TCM BANK NA	IOWA LEAGUE CONFERENCE-GOEDKEN	230.00			

	610 MAYOR AND CITY COUNCIL TOTAL	230.00			
ATTORNEY					
LYNCH DALLAS, P.C.	ATTORNEY FEES	577.50			

	641 ATTORNEY TOTAL	577.50			
CITY HALL/GENERAL BLDGS					
BAKER PAPER CO INC		64.00-			
FP MAILING SOLUTIONS	CH OFFICE SUPPLIES	146.50			
INSURANCE ASSOCIATES, INC.	2022-2023 GEN LIABILITY AUDIT	188.00			
KOCH BROTHERS, INC.	CH COPIER MAINTENANCE	283.66			
MEDIACOM	CH TELEPHONE	19.54			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MONTICELLO EXPRESS INC	CH ADVERTISING	758.33			
PFM FINANCIAL ADVISORS LLC	CH PRO FEES	8,722.26			
TCM BANK NA	IOWA LEAGUE CONFERENCE-FARNUM	296.17			
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	91.14			

	650 CITY HALL/GENERAL BLDGS TOTAL	10,441.60			

	001 GENERAL TOTAL	15,869.56			
MONTICELLO BERNDEN CENTER					
PARKS					
DANI ETTEMA	MBC SOFTBALL TOURNAMENT REFUND	275.00			
FAREWAY STORES #840-1	MBC LEAGUE SUPPLIES	10.95			
BEN GRAVEL	MBC SOFTBALL TOURNAMENT REFUND	275.00			
JOHN DEERE FINANCIAL	MBC OSHA SUPPLIES	67.23			
STEVE MONK CONSTRUCTION	MBC MOWING CONTRACT	58.65			
MONTICELLO EXPRESS INC	MBC OFFICE SUPPLIES	64.00			
MYERS-COX CO.	MBC CONCESSIONS	1,140.07			
TCM BANK NA	MBC CONCESSIONS	1,360.36			
JIM WESCOM	MBC SOFTBALL TOURNAMENT REFUND	275.00			

	430 PARKS TOTAL	3,526.26			

	005 MONTICELLO BERNDEN CENTER TOTAL	3,526.26			
MONTICELLO TREES FOREVER					
PUBLIC WORKS					
ALL AMERICAN LAWN & LANDSCAPE	TREES	1,395.00			

	299 PUBLIC WORKS TOTAL	1,395.00			

	014 MONTICELLO TREES FOREVER TOTAL	1,395.00			
FIRE					
FIRE					
TRENT TAPKEN DBA	FIRE EQUIP REPAIR/MAINT	964.50			
INSURANCE ASSOCIATES, INC.	FIRE WORKMANS COMP INSURANCE	15,550.52			

	150 FIRE TOTAL	16,515.02			

	015 FIRE TOTAL	16,515.02			
AMBULANCE					
AMBULANCE					
ALADTEC, INC.	AMB SCHEDULING SOFTWARE	2,269.00			
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES	377.85			
INSURANCE ASSOCIATES, INC.	AMB WORKMANS COMP INSURANCE	21,557.38			
LAPORTE MOTOR SUPPLY	AMB VEHICLE OPERATING	12.22			
MERCY CEDAR RAPIDS	AMB OVERPAYMENT REFUND	685.51			
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	5,598.82			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
STERICYCLE, INC.	AMB PHARMACEUTICAL DISPOSAL	79.35			
	160 AMBULANCE TOTAL	30,580.13			
	016 AMBULANCE TOTAL	30,580.13			
HOTEL/MOTEL TAX HOTEL/MOTEL					
JONES CO ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT FEE	15,000.00			
	699 HOTEL/MOTEL TOTAL	15,000.00			
	018 HOTEL/MOTEL TAX TOTAL	15,000.00			
LIBRARY IMPROVEMENT LIBRARY					
MONTICELLO CHAMBER OF COMMERCE	LIB IMP SUMMER READING PROGRAM	100.00			
TCM BANK NA	LIB IMP CAPITAL EQUIPMENT	305.73			
	410 LIBRARY TOTAL	405.73			
	030 LIBRARY IMPROVEMENT TOTAL	405.73			
LIBRARY LIBRARY					
ALL AMERICAN LAWN & LANDSCAPE	LIB FLOWERBED MULCHING	347.00			
BAKER & TAYLOR BOOKS	LIB BOOKS	619.10			
BAKER PAPER CO INC		.10-			
CULLIGAN TOTAL WATER -	LIB BUILDING SUPPLIES	6.00			
FAREWAY STORES #840-1	LIB PROGRAMS/PROMOTIONS	81.92			
JOHN DEERE FINANCIAL	LIB BUILDING SUPPLIES	4.99			
MEDIACOM	LIB TELEPHONE	39.10			
MICRO MARKETING LLC	LIB BOOKS	137.57			
OHNWARD BANK & TRUST	LIB PETTY CASH - POSTAGE	36.54			
OVERDRIVE	LIB PROCESSING	1,148.40			
TCM BANK NA	LIB BOOKS	544.46			
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	45.57			
	410 LIBRARY TOTAL	3,010.55			
	041 LIBRARY TOTAL	3,010.55			
ROAD USE STREETS					
ALLIED OIL AND SUPPLY INC	RU EQUIP REPAIR/MAINT	668.76			
BAKER PAPER CO INC	RU SUPPLIES	64.24			
BEHREND'S CRUSHED STONE	RU STREET MAINTENANCE SUPPLIES	94.28			
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT	373.48			
DAKOTA SUPPLY GROUP INC	RU STREET MAINTENANCE SUPPLIES	1,188.00			
W.W. GRAINGER, INC	RU STREET MAINTENANCE SUPPLIES	224.14			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
JOHN DEERE FINANCIAL	RU STREET MAINTENANCE SUPPLIES	34.39			
K&S MACHINING AND METAL	RU EQUIP REPAIR/MAINT	301.82			
NICHOLAS KAHLER	RU BOOTS	120.82			
KAMMILLER TREE SERVICE	RU TREE REMOVAL	8,292.00			
KIMBALL MIDWEST	RU EQUIP REPAIR/MAINT	450.20			
KROMMINGA MOTORS INC	RU EQUIP REPAIR/MAINT	387.99			
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT	205.60			
MONTICELLO EXPRESS INC	RU EQUIP REPAIR/MAINT	45.00			
TCM BANK NA	RU STREET MAINTENANCE SUPPLIES	304.03			
	210 STREETS TOTAL	12,754.75			
	110 ROAD USE TOTAL	12,754.75			
EMPLOYEE BENEFITS					
POLICE DEPARTMENT					
DEPARTMENT OF THE TREASURY	PD PCORI FEE	20.93			
INSURANCE ASSOCIATES, INC.	PD WORKMANS COMP INSURANCE	18,702.83			
	110 POLICE DEPARTMENT TOTAL	18,723.76			
AMBULANCE					
DEPARTMENT OF THE TREASURY	AMB PCORI FEE	16.74			
	160 AMBULANCE TOTAL	16.74			
STREETS					
DEPARTMENT OF THE TREASURY	RU PCORI FEE	10.05			
INSURANCE ASSOCIATES, INC.	RU WORKMANS COMP INSURANCE	11,511.23			
	210 STREETS TOTAL	11,521.28			
LIBRARY					
DEPARTMENT OF THE TREASURY	LIB PCORI FEE	8.37			
INSURANCE ASSOCIATES, INC.	LIB WORKMANS COMP INSURANCE	343.40			
	410 LIBRARY TOTAL	351.77			
PARKS					
DEPARTMENT OF THE TREASURY	MBC PCORI FEE	5.58			
INSURANCE ASSOCIATES, INC.	MBC WORKMANS COMP INSURANCE	2,529.19			
	430 PARKS TOTAL	2,534.77			
AQUATIC CENTER					
INSURANCE ASSOCIATES, INC.	POOL WORKMANS COMP INSURANCE	1,743.54			
	440 AQUATIC CENTER TOTAL	1,743.54			
CEMETERY					
DEPARTMENT OF THE TREASURY	CEMETERY PCORI FEE	1.81			
INSURANCE ASSOCIATES, INC.	CEM WORKMANS COMP INSURANCE	1,407.55			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	450 CEMETERY TOTAL		1,409.36		
SUPER MAC FUND					
DEPARTMENT OF THE TREASURY	SUPER MAC PCORI FEE	1.40			
INSURANCE ASSOCIATES, INC.	SUPER MAC WORKMANS COMP INSURA	73.00			
	499 SUPER MAC FUND TOTAL		74.40		
MAYOR AND CITY COUNCIL					
INSURANCE ASSOCIATES, INC.	MAYOR/COUNCIL WORKMANS COMP IN	90.90			
	610 MAYOR AND CITY COUNCIL TOTAL		90.90		
CLERK/CITY ADMIN					
DEPARTMENT OF THE TREASURY	CH PCORI FEE	8.09			
INSURANCE ASSOCIATES, INC.	CH WORKMANS COMP INSURANCE	2,373.49			
	620 CLERK/CITY ADMIN TOTAL		2,381.58		
	112 EMPLOYEE BENEFITS TOTAL		38,848.10		
TIF -SPECIAL REVENUE					
SP REV - TIF TAX COLLECTI					
BOULDERS INN MONTICELLO LLC	TIF HOTEL/MOTEL TAX GRANT #13	10,303.02			
	599 SP REV - TIF TAX COLLECTI TOTAL		10,303.02		
	125 TIF -SPECIAL REVENUE TOTAL		10,303.02		
PARK IMPROVEMENT					
CAPITAL PROJECTS					
CEDAR RAPIDS BALL CLUB, INC.	PARK IMP GREATER MONTICELLO	550.00			
	750 CAPITAL PROJECTS TOTAL		550.00		
	313 PARK IMPROVEMENT TOTAL		550.00		
TIF PROJECT					
STREETS					
SNYDER & ASSOCIATES, INC	NORTH CHESTNUT STREET PROJECT	10,887.00			
	210 STREETS TOTAL		10,887.00		
	325 TIF PROJECT TOTAL		10,887.00		
CAPITAL IMPROVEMENT					
CAPITAL PROJECTS					
HDR ENGINEERING INC	CAP IMP 2021 TAXIWAY/APRON	6,757.25			
SNYDER & ASSOCIATES, INC	EAST FIRST STREET PROJECT	3,216.75			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	750 CAPITAL PROJECTS TOTAL	9,974.00			
	332 CAPITAL IMPROVEMENT TOTAL	9,974.00			
BATY DISC GOLF COURSE PARKS STEVE MONK CONSTRUCTION	BATY DG MOWING	405.72			
	430 PARKS TOTAL	405.72			
	338 BATY DISC GOLF COURSE TOTAL	405.72			
WATER WATER BAKER PAPER CO INC	WATER LAB SUPPLIES	53.21			
CNH CAPITAL	WATER EQUIP REPAIR/MAINT	20.35			
DEPARTMENT OF THE TREASURY	WATER PCORI FEE	4.53			
FAREWAY STORES #840-1	WATER LAB SUPPLIES	27.97			
HAWKINS WATER TREATMENT	WATER SYSTEM	1,146.23			
STATE HYGIENIC LABORATORY	WATER LAB TESTS	99.50			
INSURANCE ASSOCIATES, INC.	WATER WORKMANS COMP INSURANCE	3,852.09			
IOWA DEPT OF NATURAL RESOURCES	WATER DUES	444.52			
K KOMPANY INC	OVERPAYMENT REFUND	16.10			
KIJI LTD	OVERPAYMENT REF - AMANDA BROWN	225.00			
STEVE MONK CONSTRUCTION	WATER SYSTEM	58.65			
MONTICELLO EXPRESS INC	WATER SUPPLIES	9.98			
MUNICIPAL SUPPLY INC	WATER SUPPLIES	136.64			
TCM BANK NA	WATER POSTAGE	30.22			
	810 WATER TOTAL	6,124.99			
	600 WATER TOTAL	6,124.99			
WATER CAPITAL IMPROVEMENT WATER SNYDER & ASSOCIATES, INC	WATER TOWER PAINTING	1,335.89			
	810 WATER TOTAL	1,335.89			
	604 WATER CAPITAL IMPROVEMENT TOTAL	1,335.89			
SEWER SEWER BAKER PAPER CO INC	SEWER LAB SUPPLIES	53.21			
BEHREND'S CRUSHED STONE	SEWER GROUNDS SUPPLIES	93.00			
CNH CAPITAL	SEWER EQUIP REPAIR/MAINT	20.35			
DEPARTMENT OF THE TREASURY	SEWER PCORI FEE	7.32			
STATE HYGIENIC LABORATORY	SEWER LAB TESTS	852.50			
INSURANCE ASSOCIATES, INC.	SEWER WORKMANS COMP INSURANCE	3,600.24			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
JOHN DEERE FINANCIAL	SEWER SUPPLIES	5.49			
NICHOLAS KAHLER	SEWER BOOTS	40.27			
LAPORTE MOTOR SUPPLY	SEWER SUPPLIES	8.57			
SNYDER & ASSOCIATES, INC	SEWER PRO FEES	495.00			
TCM BANK NA	SEWER POSTAGE	50.85			
TRI COUNTY PROPANE LLC	SEWER UTILITIES	491.70			
HD SUPPLY, INC	SEWER LAB SUPPLIES	76.90			
WINDSTREAM IOWA-COMM. INC.	SEWER TELEPHONE	61.19			

	815 SEWER TOTAL	5,856.59			

	610 SEWER TOTAL	5,856.59			
SEWER CAPITAL IMPROVEMENT					
SEWER					
LYNCH DALLAS, P.C.	SEWER FACILITY IMPROVEMENTS	82.50			

	815 SEWER TOTAL	82.50			

	613 SEWER CAPITAL IMPROVEMENT TOTAL	82.50			
SANITATION					
SANITATION					
DEPARTMENT OF THE TREASURY	SANITATION PCORI FEE	1.67			
INSURANCE ASSOCIATES, INC.	SAN WORKMANS COMP INSURANCE	2,756.64			
REPUBLIC SERVICES	DUMPSTER COLLECTIONS	13,969.80			

	840 SANITATION TOTAL	16,728.11			

	670 SANITATION TOTAL	16,728.11			
STORM WATER					
STORM WATER FUND					
STEVE MONK CONSTRUCTION	STORMWATER MAINTENANCE	198.38			

	865 STORM WATER FUND TOTAL	198.38			

	740 STORM WATER TOTAL	198.38			
		=====			
	Accounts Payable Total	200,351.30			

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

	FUND NAME	AMOUNT
001	GENERAL	15,869.56
005	MONTICELLO BERND'S CENTER	3,526.26
014	MONTICELLO TREES FOREVER	1,395.00
015	FIRE	16,515.02
016	AMBULANCE	30,580.13
018	HOTEL/MOTEL TAX	15,000.00
030	LIBRARY IMPROVEMENT	405.73
041	LIBRARY	3,010.55
110	ROAD USE	12,754.75
112	EMPLOYEE BENEFITS	38,848.10
125	TIF -SPECIAL REVENUE	10,303.02
313	PARK IMPROVEMENT	550.00
325	TIF PROJECT	10,887.00
332	CAPITAL IMPROVEMENT	9,974.00
338	BATY DISC GOLF COURSE	405.72
600	WATER	6,124.99
604	WATER CAPITAL IMPROVEMENT	1,335.89
610	SEWER	5,856.59
613	SEWER CAPITAL IMPROVEMENT	82.50
670	SANITATION	16,728.11
740	STORM WATER	198.38

	TOTAL FUNDS	200,351.30

7-3-23

Reviewed by:  Date: 7-3-23

Fund	Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Clerk's Cash In Bank	Investments	Investments	Ending Fund Balance
GENERAL FUNDS:	General	1079317.44	237420.82	11773.65		97165.57	20723.75	1210622.59	1050.00	442037.77	767534.82			1210622.59
	Soldiers Memorial Board	13156.98	625.00			138.00		13643.98			13643.98			13643.98
	Monticello Berndes Center	124775.03	13549.84	566.60		26677.12		112214.35	1900.00	79644.54	30669.81			112214.35
	Officialing Fund	412.05	2400.00	0.21		450.00		2362.26			2362.26			2362.26
	Dare	6801.55		31.19		182.00		6650.74		6650.74				6650.74
	Canine	5538.92		25.40				5564.32		5564.32				5564.32
	Insurance Fund	55238.78		246.22		4026.78		51458.22		9383.56	42074.66			51458.22
	Monticello Trees Forever	42290.09		193.96		3250.00		39234.05		39234.05				39234.05
	Fire	206203.86	3047.40	920.25		18619.47		191552.04		41088.50	150483.54			191552.04
	Ambulance Operating	178226.20	46832.06	802.97	9583.37	44588.22		190856.38		105608.13	85248.25			190856.38
	Hotel/Motel Tax Fund	14584.47	5765.51	66.89				20416.87		20416.87				20416.87
	Earl F Lehmann Trust	238.55						238.55			238.55			238.55
	Street Bond	750.00						750.00		750.00				750.00
	Police Improvement	1493.59	14.00	6.85				1514.44		1514.44				1514.44
	Library Improvement	46297.52	2600.00	208.02		1725.42		47380.12		14761.00	32619.12			47380.12
	Library	43230.90	317.07	195.29	11140.38	10653.42		44230.22	75.00	28592.85	15562.37			44230.22
SPECIAL REVENUE FUNDS:	Equipment Set-A-Side	82227.23		367.09				82594.32		23341.20	59253.12			82594.32
	Super Mac	29227.18		131.44		1683.14		27675.48		12327.71	15347.77			27675.48
	Airport	102168.42	7709.40	459.77		6560.01		103777.58		51748.29	52029.29			103777.58
	Revolving Loan Fund	43832.07		196.31				44028.38		16165.61	27862.77			44028.38
	Road Use Tax	328471.33	66754.35			51292.10		343933.58		44360.01	299573.57			343933.58
DEBT SERVICE FUNDS:	Road Use Tax Set-a-side	163575.17		736.00				164311.17		80366.96	83944.21			164311.17
	Employee Benefits	360746.36	18596.85			37618.17		341725.04		103455.08	238269.96			341725.04
	TIF Tax Collections	683911.37	14403.44	1265.58			209400.00	490180.39		262110.32	228070.07			490180.39
	Slavka Gehret Trust	208287.13		920.43				209207.56		3250.23	205957.33			209207.56
	Police Forfeiture Acct	4.93						4.93						4.93
	Debt Service	484244.63	13477.10	1381.51	40659.00	392916.25		146845.99		-177603.78	324449.77			146845.99
	TIF - Debt Payments	0.00			209400.00	209400.00		0.00						0.00
	ARPA Grant	599179.21		2646.23				601825.44			601825.44			601825.44
	Park Improvements	111575.36	2100.00	505.10		1627.74		112552.72		73456.72	39096.00			112552.72
	Library Capital Improvement	14440.28		66.23				14506.51		14506.51				14506.51
PERMANENT FUNDS:	Ambulance Improvements	161436.79	1868.00	716.25		8052.60		155968.44		13245.38	142723.06			155968.44
	TIF Projects	0.00						0.00						0.00
	Cemetery Improvements	33696.74	100.00	938.67				34735.41		11419.03	23316.38			34735.41
	Capital Improvements	35460.72	2072.00	161.02		1455.02		36238.72		26735.50	9503.22			36238.72
	Low Income Housing	15922.96		70.31				15993.27		15993.27				15993.27
	Baty Disc Golf Course	9004.76	5920.00	41.26		405.72		14560.30		14374.07	186.23			14560.30
	Mary Maxine Redmond Trust	7064.14		31.22				7095.36		226.50	6868.86			7095.36
	Pocket Park	11159.08		50.14				11209.22		5951.29	5257.93			11209.22
	Cemetery Perpetual Care	178391.30	110.00					178501.30		725.00	17776.30			178501.30
	Charles S Bidwell Book Trust	82099.48		362.59				82462.07		36.80	82425.27			82462.07
	Ioma Mary Baker Trust	37866.80		167.26		891.74		37142.32		-700.78	37843.10			37142.32
	Water Operating	274313.56	36221.85	1227.57		18363.76	23583.00	269816.22		89388.43	180427.79			269816.22
ENTERPRISE FUNDS:	Customer Deposits	111480.16	2250.00			835.00		112895.16		11322.60	101572.56			112895.16
	Water Capital Improvements	126423.93	5257.28	809.99				132491.20		32724.70	99766.50			132491.20
	Sewer Operating	1260585.40	99819.03	5597.51		30082.70	6373.00	1329546.24		242084.61	1087461.63			1329546.24
	Sewer Sinking	51061.05		234.18				51295.23		51295.23				51295.23
	Sewer Capital Improvements	80065.29	5257.27	603.91		165.00		85761.47		24684.13	61097.34			85761.47
	Sanitation	206211.75	51542.80	926.69		46918.36		211762.88		99099.19	112663.69			211762.88
	Sanitation Capital Improvements	8854.96		40.61				8895.57		8895.57				8895.57
	Yard Waste	37702.40	3762.09	168.55		267.82		41365.22		15574.50	25790.72			41365.22
	Storm Water fund	63652.96	6876.82	288.46		589.98	10703.00	59525.26		39061.55	20463.71			59525.26
	Self Funded Insurance	0.00	4101.34			4101.34		0.00						0.00
AGENCY FUNDS	Flex Spending	2799.03	1053.88			411.42		3441.49		3441.49				3441.49
	Enterprise Flex Spending	107.48						107.48		107.48				107.48
TOTAL OF ALL FUNDS		7825807.34	661825.20	36149.38	270782.75	1021113.87	270782.75	7502668.05	3025.00	1992388.83	5491009.43	0.00	0.00	7502668.05

City of Monticello
Bank Reconciliation Report
For the Month of May 2023

Bank Balance		
General Checking	\$2,002,935.99	
Property Tax & Water	\$5,491,009.43	
Soldiers Memorial Ckg	\$13,643.98	
Earl F Lehmann Trust	\$238.55	
Tournament Ckg	\$2,362.26	
Total Bank Balance		\$7,510,190.21
Plus (Minus) Adjustment:		
Bank Charge/Error	\$0.00	
Total Adjustment		\$0.00
Plus Outstanding Credit Card Pymt:		
Credit Card Payments	\$3,223.43	
Total Outstanding Credit Card Pymts		\$3,223.43
Less Outstanding Checks:		
Financial/Payroll	\$13,770.59	
Soldiers Memorial		
Total Outstanding Checks		\$13,770.59
Plus Investments:		
Time Certificates		
Petty Cash	\$3,025.00	
Total Investments		\$3,025.00
Treasurer's Balance		\$7,502,668.05

Prepared By: Sally Hinrichsen 7-3-2023
Sally Hinrichsen, City Clerk

Reviewed by: Russell Farnum 7.3.2023
Russell Farnum, City Administrator

City of Monticello
Cash On Hand By Bank
For May 31, 2023



Bank					
Account type & number	Amount	Interest rate	Maturity date	Length of investment	Purpose
F & M Bank					
Total by Bank	\$0.00				
Citizens State Bank					
Savings # 6025641	\$238.55		N/A		Earl F Lehmann Trust Soldier Memorial
Checking #394486	\$13,643.98		N/A		
Total by Bank	\$13,882.53				
Dutrac Credit Union					
Total by Bank	\$0.00				
Fidelity Bank & Trust					
Total by Bank	\$0.00				
Ohnward Bank & Trust					
General Ckg/Sweep #40002008	\$2,002,935.99	5.23	N/A		General Checking General Savings Officiating Checking
Property Tax & Water #40001992	\$5,491,009.43	5.23	N/A		
Officiating Checking	\$2,362.26	0.28	N/A		
Total by Bank	\$7,496,307.68				
Total Cash on Hand- All Banks	\$7,510,190.21				
Plus Petty Cash	\$3,025.00				Clerk's Office, Library, Aquatic Center and Berndes Center
Adjust Bank Error	\$0.00				
Plus Outstanding Credit Card Pymt	\$3,223.43				
Less Outstanding Checks	\$13,770.59				
Treasurer's Balance	\$7,502,668.05				

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

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

TREASURER'S REPORT

CALENDAR 5/2023, FISCAL 11/2023

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	1,079,317.44	249,194.47	117,889.32	.00	1,210,622.59
003 SOLDIER MEMORIAL FUND	13,156.98	625.00	138.00	.00	13,643.98
005 MONTICELLO BERNDEN CENT	124,775.03	14,116.44	26,677.12	.00	112,214.35
006 RECREATIONAL SET-A-SIDE	.00	.00	.00	.00	.00
007 OFFICIATING FUND	412.05	2,400.21	450.00	.00	2,362.26
008 DARE	6,801.55	31.19	182.00	.00	6,650.74
009 POLICE CANINE UNIT	5,538.92	25.40	.00	.00	5,564.32
010 INSURANCE	55,238.78	246.22	4,026.78	.00	51,458.22
014 MONTICELLO TREES FOREVE	42,290.09	193.96	3,250.00	.00	39,234.05
015 FIRE	206,203.86	3,967.65	18,619.47	.00	191,552.04
016 AMBULANCE	178,226.20	57,218.40	44,588.22	.00	190,856.38
018 HOTEL/MOTEL TAX	14,584.47	5,832.40	.00	.00	20,416.87
022 EARL F LEHMANN TRUST	238.55	.00	.00	.00	238.55
023 TRUST FUND/STREET BOND	750.00	.00	.00	.00	750.00
026 POLICE IMPROVEMENT	1,493.59	20.85	.00	.00	1,514.44
030 LIBRARY IMPROVEMENT	46,297.52	2,808.02	1,725.42	.00	47,380.12
041 LIBRARY	43,230.90	11,652.74	10,653.42	.00	44,230.22
042 SPORTS COMPLEX	.00	.00	.00	.00	.00
044 EQUIPMENT SET-A-SIDE	82,227.23	367.09	.00	.00	82,594.32
045 SUPER MAC FUND	29,227.18	131.44	1,683.14	.00	27,675.48
046 AIRPORT	102,168.42	8,169.17	6,560.01	.00	103,777.58
050 REVOLVING LOAN FUND	43,832.07	196.31	.00	.00	44,028.38
110 ROAD USE	328,471.33	66,754.35	51,292.10	.00	343,933.58
111 ROAD USE SETASIDE	163,575.17	736.00	.00	.00	164,311.17
112 EMPLOYEE BENEFITS	360,746.36	18,596.85	37,618.17	.00	341,725.04
125 TIF -SPECIAL REVENUE	683,911.37	15,669.02	209,400.00	.00	490,180.39
178 TRUST/SLAVKA GEHRET FUN	208,287.13	920.43	.00	.00	209,207.56
180 POLICE FORFEITURE	4.93	.00	.00	.00	4.93
200 DEBT SERVICE	484,244.63	55,517.61	392,916.25	.00	146,845.99
225 TIF - DEBT	.00	209,400.00	209,400.00	.00	.00
300 ARPA CAPITAL FUND	599,179.21	2,646.23	.00	.00	601,825.44
313 PARK IMPROVEMENT	111,575.36	2,605.10	1,627.74	.00	112,552.72
316 LIB CAPITAL IMPROVEMENT	14,440.28	66.23	.00	.00	14,506.51
319 AMBULANCE IMPROVEMENT	161,436.79	2,584.25	8,052.60	.00	155,968.44
325 TIF PROJECT	.00	.00	.00	.00	.00
326 TRUST/CEMETERY IMPROVEM	33,696.74	1,038.67	.00	.00	34,735.41
328 FAMILY AQUATIC CENTER C	.00	.00	.00	.00	.00
332 CAPITAL IMPROVEMENT	35,460.72	2,233.02	1,455.02	.00	36,238.72
333 MYSBA CAPITAL FUND	.00	.00	.00	.00	.00
336 LOW INCOME HOUSING FUND	15,922.96	70.31	.00	.00	15,993.27
337 MDC FUNDS	.00	.00	.00	.00	.00
338 BATY DISC GOLF COURSE	9,004.76	5,961.26	405.72	.00	14,560.30
339 MARY MAXINE REDMOND TRU	7,064.14	31.22	.00	.00	7,095.36
375 POCKET PARK	11,159.08	50.14	.00	.00	11,209.22
500 TRUST/CEMETERY PERPETUA	178,391.30	110.00	.00	.00	178,501.30
502 C.C. BIDWELL LIBRARY BO	82,099.48	362.59	.00	.00	82,462.07
503 TRUST/IOMA MARY BAKER	37,866.80	167.26	891.74	.00	37,142.32
600 WATER	274,313.56	37,449.42	41,946.76	.00	269,816.22
601 WATER BOND SINKING	.00	.00	.00	.00	.00
602 CUSTOMER DEPOSITS	111,480.16	2,250.00	835.00	.00	112,895.16
603 WATER IMPROVEMENT	.00	.00	.00	.00	.00
604 WATER CAPITAL IMPROVEME	126,423.93	6,067.27	.00	.00	132,491.20
610 SEWER	1,260,585.40	105,416.54	36,455.70	.00	1,329,546.24

TREASURER'S REPORT
CALENDAR 5/2023, FISCAL 11/2023

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
611 SEWER RESERVE	.00	.00	.00	.00	.00
612 SEWER SINKING	51,061.05	234.18	.00	.00	51,295.23
613 SEWER CAPITAL IMPROVEME	80,065.29	5,861.18	165.00	.00	85,761.47
614 SEWER IMPROVEMENT	.00	.00	.00	.00	.00
670 SANITATION	206,211.75	52,469.49	46,918.36	.00	211,762.88
671 SANITATION CAPITAL IMPR	8,854.96	40.61	.00	.00	8,895.57
675 YARD WASTE SITE	37,702.40	3,930.64	267.82	.00	41,365.22
740 STORM WATER	63,652.96	7,165.28	11,292.98	.00	59,525.26
820 INTERNAL REV SELF FUNDE	.00	4,101.34	4,101.34	.00	.00
950 FLEX SPENDING FUND	2,799.03	1,053.88	411.42	.00	3,441.49
951 ENTERPRISE FLEX SPENDIN	107.48	.00	.00	.00	107.48
Report Total	7,825,807.34	968,757.33	1,291,896.62	.00	7,502,668.05

City Council Meeting
Prep. Date: 7/11/2023
Preparer: Sally Hinrichsen



Agenda Item: #1
Agenda Date: 07/17/2023

Communication Page

Agenda Items Description: Resolution to approve the Memorandum of Understanding between The Iowa Department of Revenue and City of Monticello Regarding State Setoff Program

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

Attachments & Enclosures:

Resolution

Memorandum of Understanding

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Staff is recommending that the Council designate use of the American Rescue Plan (“ARP”) primarily for funding water and sewer capital improvements, in particular design and construction of the Waste Water Treatment Plant.

Background Information:

The State of Iowa Department of Administrative Services , State Accounting Enterprise ran the Income Offset Program and allowed cities to participate in the Income Offset Program to collect outstanding debts. The City began collecting funds through this program in 2010. Since that time, we have collected \$108,225.24 through the Offset Program and an additional \$11,981.11 that paid City directly to get their refunds released.

As a current participant in the State Offset Program administered by the Department of Administrative Services, City is invited to continue participation in the State Setoff Program administered by the Iowa Department of Revenue (IDR), effective November 13, 2023.

Participation in this program is voluntary, and requires a signed Memorandum of Understanding (MOU), along with a completed Setoff Participant Enrollment Application Form

Staff Recommendation:

Approval of the attached Resolution is recommended.

The City of Monticello, Iowa

RESOLUTION

Approving the Memorandum of Understanding
between The Iowa Department of Revenue and City of Monticello
Regarding State Setoff Program

WHEREAS, The City of Monticello has outstanding debts that the staff have attempted to collect but remain outstanding and uncollected, and

WHEREAS, The State of Iowa Department of Administrative Services , State Accounting Enterprise ran the Income Offset Program and allowed cities to participate in the Income Offset Program to collect outstanding debts, and

WHEREAS, The City has been using the Income Offset Program since 2010 to collect outstanding debt, and

WHEREAS, The State of Iowa Department of Administrative Services , State Accounting Enterprise's Income Offset Program will now be run by the Iowa Department of Revenue and called the "State Setoff Program", and

WHEREAS, Council has reviewed and considered the Memorandum of Understanding between The Iowa Department of Revenue and City of Monticello for Participation in the State Setoff Program, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Memorandum of Understanding between The Iowa Department of Revenue and City of Monticello for Participation in the State Setoff Program, a copy of same to be attached hereto for reference, and directs the Clerk to execute same on the Council's behalf.

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 17th day of July, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

**MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF
REVENUE AND _____ REGARDING STATE SETOFF PROGRAM**

**ARTICLE I
PURPOSE**

- 1.1 The purpose of this memorandum of understanding (“Agreement”) is to define the terms and conditions of [_____] (“Participating Agency”)’s participation in the State Setoff Program (“Program”), as administered by the Iowa Department of Revenue (“IDR”). Participating Agency and IDR may individually be referred to as a “Party”, or collectively as “Parties”.

**ARTICLE II
DEFINITIONS & AUTHORITY**

2.1 Definitions.

- 2.1.1 “Credit Vendor” means an agency or entity who submits funds to the Program.
- 2.1.2 “Data” means any information in the possession of or owned by the Participating Agency or IDR that is shared with the other Party under this Agreement.
 - 2.1.2.1 Data may include personal information as defined by Iowa Code section 715C.1(11).
 - 2.1.2.2 IDR shall at no time share federal tax information pursuant to this Agreement. IDR shall only share state tax information as allowed by law.
- 2.1.3 “Debt” means any amount, as measured in money, owed to a Public Agency.
- 2.1.4 “Debt Portal” means the online system through which the Participating Agency will administer its Debt.
- 2.1.5 “Debt Type” means a category of Debt that has become due, owing, and payable under statute, administrative rule, or other lawful means.
- 2.1.6 “Obligor” means as defined in Iowa Code 421.65(1)(a).
- 2.1.7 “Obligor Directory Information” means the Obligor’s Name, Address, Phone Number, and Email Address.
- 2.1.8 “Obligor Information” means any information regarding the Obligor required by IDR, including “Obligor Directory Information”.
- 2.1.9 “Participating Agency” means a Public Agency or the Iowa Judicial Branch (“IJB”), that has entered into an agreement with IDR to participate in the State Setoff Program.
- 2.1.10 “Public Agency” means as defined in Iowa Code 421.65(1)(b).
- 2.1.11 “Public Payment” means as defined in Iowa Code section 421.65(1)(c).
- 2.1.12 “Qualifying Debt” means as defined in Iowa Code section 421.65(1)(d).
- 2.1.13 “Setoff Fee”, as outlined in Section 3.4.4, means the amount paid by the Participating Agency per setoff to IDR for participation in the State Setoff Program.
- 2.1.14 “State Setoff Program” or the “Program” means the program established by Iowa Code section 421.65 to set off against each Public Payment any Qualifying Debt the Obligor owes to a Participating Agency.
- 2.1.15 All monetary amounts referenced in this Agreement and throughout the State Setoff Program shall be in United States Dollars.
- 2.1.16 Unless otherwise specified, references to IDR and Participating Agency shall include their officers, employees, agents, and contractors. FAST Enterprises, LLC (Fast) is a contractor of IDR. Participating Agency authorizes Fast access to Participating Agency Data subject to this Agreement.

- 2.2 **Legal Authority.** This Agreement is entered into pursuant to the authority in Iowa Code section 421.65 and associated administrative rules.

ARTICLE III PROGRAM PARAMETERS

3.1 Program Admission.

- 3.1.1 The Public Agency or IJB wishing to participate in the Program must complete and submit the application as designated by IDR. All required fields must be reported.
- 3.1.2 Contact Persons.
 - 3.1.2.1 The Participating Agency must provide a contact person for operational questions and backup contact person for when the contact person is unavailable. Operational questions constitute questions originating from IDR regarding the processing of setoffs.
 - 3.1.2.2 The Participating Agency must provide a contact person for Obligor questions and backup contact person for when the contact person is unavailable. Obligor questions constitute questions originating from the Obligor regarding the Obligor's Debt or the amount setoff.
 - 3.1.2.3 The Participating Agency must provide the name, title, phone number, and email address of each contact person.
 - 3.1.2.4 The Participating Agency must update and confirm all contact persons and all contact information no less than annually and upon request.
 - 3.1.2.5 All contact persons must ensure that calls and correspondence are handled in a timely manner.
 - 3.1.2.6 Contact person contact information may be updated without a formal amendment to this Agreement by providing written notice to IDR in the manner designated by IDR.

3.2 Prior to Submission of Debt.

- 3.2.1 Participating Agency shall keep a record of all communication with the Obligor until the Debt has been paid in full and the setoff appeal period has expired, or has been removed from the Program.
- 3.2.2 Participating Agency shall provide Obligor with an opportunity to protest or challenge the Debt, in compliance with applicable law and due process.
- 3.2.3 Steps outlined in Sections 3.2.1 and 3.2.2 above must be completed for each Debt prior to that Debt's submission to the Program.
- 3.2.4 Participating Agency's correspondence to Obligor shall include the Participating Agency's obligor contact information. The correspondence shall not include IDR or the Program's operational contact information.
- 3.2.5 Prior to submitting a Debt Type to the Program, a Participating Agency shall provide the Department with a description of the Debt Type(s) and other details regarding each Debt Type as required by the Department. This description(s) shall be submitted with the MOU and any other time a Participating Agency wants to submit a new Debt Type.

3.3 Submission of Debt.

- 3.3.1 All Data required to submit, certify, and maintain debt must be submitted electronically via a process designated by IDR. Submissions must comply with the file layout in Appendix B. IDR may update Appendix B without a formal amendment to this Agreement by providing written notice to the Participating Agency.
- 3.3.2 Participating Agency shall remain the system of record for Debt submitted to the Program.
- 3.3.3 **Character of Debt.**
 - 3.3.3.1 The Debt must be Qualifying Debt.
 - 3.3.3.2 The Debt must be legally collectible and within any applicable statute of limitations.
 - 3.3.3.3 The debts must meet the minimum amount requirement, as in administrative rule. If the amount of the debt is reduced to twice the Setoff Fee, the debt will be removed from the setoff system.

- 3.3.3.4 Obligor Information must include: Name (if individual, First and Last Name), tax identification number, and any other information requested by IDR.
- 3.3.4 Participating Agency must certify all Debt in accordance with Iowa Code section 421.65(2)(a)-(b).
- 3.3.5 All Debt is subject to a recertification process. The recertification process may include, but is not limited to, requiring the Participating Agency to certify that all information is correct and that the Debt is still Qualified Debt. The recertification process will be performed regularly, at the agreement of the Parties, but no less than annually.
- 3.3.6 Participating Agency shall notify the department of any change in the status of the public agency's individual debts submitted to the setoffs program. This notification shall be made no later than five business days of any change in the status of a submitted debt in the manner prescribed by the Department.
- 3.3.7 IDR may reject any Debt that, in IDR's sole judgment, is not feasible, not collectible, or not compliant with applicable law.
 - 3.3.7.1 IDR may reject any Debt if the tax identification number, or other information does not match IDR's record for the Obligor. This will only apply to Obligors of whom IDR has a record.
- 3.4 **Setoff Procedure.**
 - 3.4.1 Debt will be setoff upon a TIN match.
 - 3.4.2 The Debt Portal is intended to be available to the Participating Agency 24 hours a day, 7 days a week, with exceptions for Program maintenance. Participating Agency will be notified of any scheduled maintenance that will interfere with this availability. Unexpected interruptions in availability of the Debt Portal will be remedied by IDR as quickly as possible within IDR availability and priorities.
 - 3.4.3 **Order of Priority for Debt Setoff.** Debt shall be setoff in the order of priority defined in Iowa Code section 421.65(4) and associated administrative rule. The priority determination will be made when the challenge letter is sent to the obligor. A public payment will not be applied to a qualifying debt that is not included on the challenge notice.
 - 3.4.3.1 The Participating Agency shall identify in Appendix C Debts submitted to the Program that will be deposited into the state general fund.
 - 3.4.4 **Setoff Fee.**
 - 3.4.4.1 The Participating Agency will be charged \$7.00 each time a Public Payment is setoff and applied to the Participating Agency's Qualifying Debt. The Setoff Fee shall be retained as defined in section 3.6.7 herein.
 - 3.4.4.2 The Participating Agency shall not collect the Setoff Fee from the same setoff for which the Setoff Fee has been charged.
 - 3.4.4.3 IDR may change the Setoff Fee amount in IDR's sole discretion, upon 60 days' notice to the Participating Agency. Change to the Setoff Fee amount shall not require a formal amendment to this Agreement, nor consent of the Participating Agency.
 - 3.4.5 **Upon Setoff.**
 - 3.4.5.1 IDR will mail a letter to the Obligor at the best address available to IDR at the time of mailing. The letter will inform the Obligor that the Public Payment owed to the Obligor was setoff due to Debt owed to the Participating Agency.
 - 3.4.5.2 IDR will mail a letter to a known co-payee on any setoff of a Public Payment. The letter will include information regarding the opportunity for the co-payee to request a division of the Public Payment. This letter and the letter contemplated in section 3.4.5.1. may be combined.
 - 3.4.5.3 The Obligor will have 15 days from the date of the letter to challenge the setoff. Ground for such challenges will be limited to: (1) mistake of fact, including a mistake

in the identity of the obligor or a mistake in the amount owed, and (2) Debt is not a Qualifying Debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment under Iowa Code section 421.65(2)(f).

3.5 Following Setoff

- 3.5.1 Amounts collected via a successful match will be forwarded periodically to the Participating Agency, reduced by the appropriate Setoff Fee.
- 3.5.2 Amounts collected will be posted to the balance due within the Program Debt Portal. If the amount of the debt is reduced to less than twice the Setoff Fee, the debt will be purged from the Program.
- 3.5.3 Amounts collected via a successful match will be forwarded to the Participating Agency via I/3 Internal Exchange Transaction (IET) or direct deposit. Transfer via check is not available.
- 3.5.4 If the application of a Public Payment to a Qualifying Debt results in an overpayment to the Participating Agency, and the Obligor does not challenge the setoff, the Participating Agency shall refund the overpayment to the Obligor and/or co-payee.
- 3.5.5 If, after the setoff is complete, it is determined that the person(s) whose Public Payment was setoff is not the Obligor, the Public Agency shall refund the setoff amount to the person(s) whose Public Payment was setoff.

3.6 Appeals and Challenges.

- 3.6.1 Challenges will be limited to: (1) mistake of fact, and (2) debt is not a qualifying debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment. The Participating Agency is responsible for all appeals regarding the underlying debt.
- 3.6.2 If an appeal or challenge is filed, IDR shall notify the Participating Agency that a challenge has been received. The Participating Agency shall promptly provide IDR with all information requested by IDR or other information as deemed relevant by the Participating Agency for purposes of the challenge. The Participating Agency shall make every effort to provide such information to IDR prior to the hearing date. Information received by IDR more than 10 days after the challenge received date will not be considered by IDR.
- 3.6.3 Upon receipt of a challenge, IDR shall set a time to occur within ten days of receipt of the challenge to review the relevant facts of the challenge with the Obligor. An alternative time may be set at the request of the Obligor. Following the review, IDR shall determine whether the challenge is successful and communicate the result to the Participating Agency and the Obligor.
- 3.6.4 If a setoff is appealed or challenged by the Obligor, the Participating Agency shall hold the setoff amount until a final determination is made.
- 3.6.5 The Participating Agency must adhere to IDR's determination on a challenge, and has no appeal opportunity.
- 3.6.6 Should the Obligor challenge IDR's determination or the Program in court (e.g. district court, etc.) Participating Agency shall be responsible for any defense, including costs. IDR may provide assistance upon request and at IDR's sole discretion.
- 3.6.7 IDR will retain the Setoff Fee, even if the challenge is successful.

3.7 Refunds

- 3.7.1 In the event an appeal or divide is successful, or a request for divide is accepted, the Participating Agency is responsible for refunding the amount due to the Obligor or co-payee.
- 3.7.2 IDR may request the amount to be refunded to be returned to IDR, rather than refunded to the Obligor or co-payee, if another debt exists for the Obligor or co-payee in the Program. In such a case, the Participating Agency shall return the amount to IDR via I/3 Internal Exchange Transaction (IET) or Automated Clearing House (ACH) Debit.
- 3.7.3 If not notified to return the amount to IDR, the Participating Agency must issue the refund to the Obligor or co-payee within 30 days of notification of successful appeal or challenge, or the acceptance of a request for a divide by IDR.

- 3.7.4 The Participating Agency shall provide evidence that the refund was issued to IDR upon request.

ARTICLE IV CONFIDENTIALITY AND OWNERSHIP OF DATA

- 4.1 To the extent allowed by applicable law, the Participating Agency shall be considered the custodian of records related to the Debt and any Data submitted in relation to the Debt. Participating Agency shall respond to any open records request filed under chapter 22, regarding Participating Agency's Debt in the Program.
- 4.2 Obligor Information submitted to the Program is confidential and exempt from release under Iowa Code chapter 22. Iowa Code section 421.65(2)(a). Obligor Information is not confidential taxpayer information or return information under Iowa Code section 422.20 or 422.72.
- 4.3 IDR may use Obligor Information to support the Program generally. Obligor Information received from one participating agency or credit vendor may be used to assist the Program as it applies to any other participating agency or credit vendor.
- 4.4 Obligor Directory Information may be used to update IDR's tax information system, and will be used to benefit tax administration, non-tax debt collection, identification services, and the Program.
- 4.5 Notwithstanding Section 4.4 above, Obligor Information shall only be available to persons with a business reason to access the information.

ARTICLE V DURATION AND TERMINATION

5.1 Duration.

- 5.1.1 This Agreement shall be in force upon this document being fully signed (the "Effective Date").
- 5.1.2 The initial term of this Agreement shall be three (3) years from the Effective Date, unless terminated earlier. By mutual written agreement, the parties may annually extend the Agreement for up to three (3) additional one-year terms.
- 5.1.3 This Agreement memorializes all elements of this Agreement and supersedes any previous Agreement or negotiations related to this Agreement, whether oral or in writing. Amendments to the provisions of this Agreement may be made at any time only in writing and by the agreement and signature of all parties hereto.

5.2 Termination.

- 5.2.1 **Termination for Cause by IDR.** IDR may terminate this Agreement upon written notice of the Participating Agency's breach of any material term, condition, or provision of this Agreement, if such breach is not cured within the time period specified in IDR's notice of breach or any subsequent notice or correspondence delivered by IDR to Participating Agency, provided that cure is feasible. In addition, IDR may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:
- 5.2.1.1 Participating Agency, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;
- 5.2.1.2 Participating Agency's or Participating Agency Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- 5.2.1.3 Dissolution of Participating Agency or any parent or affiliate of Participating Agency owning a controlling interest in Participating Agency;
- 5.2.1.4 IDR determines or believes Participating Agency has engaged in conduct that has or may expose IDR to material liability;

5.2.1.5 Participating Agency submits Debt that is not legally collectable, is unresponsive to IDR requests, or otherwise not compliant with this Agreement.

The right to terminate this Agreement pursuant to this section shall be in addition to and not exclusive of other remedies available to IDR and, notwithstanding any termination, IDR shall be entitled to exercise any other rights and pursue any remedies available under this Agreement, in law, at equity, or otherwise. Participating Agency shall notify IDR in writing if any of the foregoing events occur that would authorize IDR to immediately terminate this Agreement.

5.2.2 Termination for Convenience.

5.2.2.1 Following sixty days written notice, the Participating Agency may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Participating Agency. Termination for convenience may be for any reason or no reason at all.

5.2.2.2 Following written notice, IDR may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to IDR. IDR may further remove all or any portion of Participating Agency's debt from the State Setoff Program for any or no reason upon written notice. Termination for convenience may be for any reason or no reason at all.

5.2.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, either party shall, upon written notice, have the right to terminate this Agreement, in whole or in part, without penalty or liability and without any advance notice as a result of any of the following:

5.2.3.1 The legislature, governor, or other applicable governing body fail, in the sole opinion of the terminating party, to appropriate funds sufficient to allow the terminating party to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;

5.2.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by either party to make any payment hereunder are insufficient or unavailable for any other reason as determined by the terminating party in its sole discretion;

5.2.3.3 If the terminating party's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;

5.2.3.4 If the terminating party's duties, programs, or responsibilities are modified or materially altered; or

5.2.3.5 If there is a decision of any court, administrative law judge, or arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the terminating party's ability to fulfill any of its obligations under this Agreement.

ARTICLE IV ADMINISTRATION

6.1 This Agreement does not create a separate legal or administrative entity. Any real, personal, or intellectual property used in this cooperative undertaking shall be acquired, held, and disposed of by the Party which originally obtains, purchases, or develops the property.

6.2 During the Agreement period, the agreement managers shall be contacted on all interpretations and problems relating to the Agreement and shall follow the issues through to their resolution. The agreement managers shall also monitor performance under the Agreement. The Participating Agency agreement manager is identified in Appendix A. The IDR agreement manager is Susan Khamtanh, Procurement Officer, 515-281-5694, susan.khamtanh@iowa.gov. Agreement manager contact

information may be updated without a formal amendment to this Agreement by providing written notice to the other Party.

- 6.3 Each Party represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest granted to the other party under this Agreement to any person or entity.
- 6.4 **Additional Provisions.** The Parties agree that if an Appendix, Attachment, Addendum, Rider, or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- 6.5 **Further Assurances and Corrective Instruments.** The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement. Participating Agency understands that agreement to amendments may be required to continue participation in the Program. Failure to agree to amendments proposed by IDR may result in the termination of this Agreement and the removal of the Participating Agency's debt from the Program.
- 6.6 **No Actions or Damages.** The Parties agree that neither party may file claims or seek damages under this Agreement.
- 6.7 **Compliance with Iowa Code Chapter 8F.** Participating Agency and IDR shall comply with Iowa Code Chapter 8F with respect to any sub-agreements or contracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certificates, received from contractors by Participating Agency or IDR shall be made available upon request of the other Party.
- 6.8 **Immunity from Liability.** Notwithstanding any provision of this Agreement, nothing in this Agreement shall be construed as waiving any immunity from suit or liability in state or federal court or any other tribunal, including but not limited to sovereign immunity, Eleventh Amendment immunity, or any other immunity from suits or damages, possessed by the Parties or any officer, employee, director, attorney, auditor, contractor, or associate of the Parties.
- 6.9 **Supersedes Former Contracts or Agreements.** This Agreement supersedes all prior Contracts or Agreements between Participating Agency and IDR for the services provided in connection with this Agreement.

Iowa Department of Revenue

[_____] ("Participating Agency")

Signature	Date
Name: _____	_____
Title: _____	_____

Signature	Date
Name: _____	_____
Title: _____	_____

Appendix A

Participating is required to provide contact information for the following contacts. The Primary/Secondary for a particular type (e.g. operational, obligor) of contact may not be the same individual. However, the same individual may hold more than one contact position.

<i>Operational Contact - Primary</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	

<i>Operational Contact - Secondary</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	

<i>Obligor Contact - Primary</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	

<i>Obligor Contact - Secondary</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	

<i>Agreement-Related Notices Should be Sent To:</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	
<i>Address:</i>	
<i>City:</i>	
<i>State:</i>	
<i>Zip Code:</i>	

Appendix B

Setoff Placement File

The placement file must be named Setoffs#####.txt, where ##### is the Agency Number and Unit Code. If your agency has multiple Unit Codes, use one of them in the file name. Do not change the Unit Code used without notifying IDR prior to placement file submission.

The placement file must contain a list of all the Participating Agency's debt to be placed in the Program. Each record in the file represents one Debt. The placement file is a full replacement, and will overwrite existing debt placements for the Participating Agency under their unit code(s).

The placement file has a fixed width layout

Field Name	Characters	Description
Participating Agency Number (Required)	3	Unique identifier for the Participating Agency who maintains the debt. This is generally a three-digit number, such as "645" or "123", as assigned by IDR. Leading zeros are significant.
Participating Agency Unit Code (Required)	3	Unique identifier for a group within the Participating Agency, as assigned by IDR. This is generally a three-digit number such as "001" or "999". Leading zeros are significant.
Obligor Identification Number Type (Required)	1	Enter the code for the type of ID listed in Obligor ID. 1 = Social Security Number (SSN) 2 = Federal Employer Identification Number (FEIN) 3 = Individual Tax Identification Number (ITIN)
Obligor Identification Number (required)	9	Identification number unique to the Obligor (i.e. SSN, ITIN, or FEIN). Leading zeros are significant
Debt Identification Number (required)	30	Agency's unique identifier for the debt. (i.e. case #, invoice #, citation #, etc.). This should not change. Note: If debt has previously been placed for a combination of Agency Number, Agency Unit Code, Obligor ID, and Debt ID, then the corresponding placement will be updated based on the file.
Obligor Last Name / Entity Name (Required)	50	Last Name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN), or Name of Obligor (if Obligor Identification Number Type is FEIN)
Obligor First Name	50	First name of the Obligor (if an Obligor Identification Number

		Type is SSN or ITIN). Leave blank if Obligor Identification Number Type is FEIN
Obligor Middle Name	50	Middle name of Obligor (if an Obligor Identification Number Type is SSN or ITIN) Leave blank if Obligor Identification Number Type is FEIN
Qualified Date (Required)	8	Date the Debt first qualified for the Program Format: MMDDYYY
Debt Amount (Required)	12	The amount owed to the Participating Agency. Expressed in pennies. Pre-padded with 0s. Example: \$123.45 should be listed as 000000012345. Must be \$14 or more.
Description of Debt	50	Description of the Debt. May be displayed on correspondence to the Obligor pertaining to their setoff. Example: "Parking Ticket 00123-4"

Appendix C

List of Debts submitted to the Program that will be deposited into the state general fund when paid:

Debt Type Name	Description
<i>ex. Individual income tax debt</i>	<i>ex. Debt resulting from the tax on an individual's income</i>

City Council Meeting Prep. Date: 07/13/2023 Preparer: Russell Farnum		Agenda Item: # 2 & 3 Agenda Date: 07/17/2023
---	--	---

Communication Page

Agenda Items Description: **Resolution** Approving the final plat of Northridge Estates Fifth Addition, City of Monticello, Jones County, Iowa, a subdivision of Lot 2 of Northridge Estates, Third Addition, all in the City of Monticello, Jones County, Iowa **and Resolution** Approving the final plat of Northridge Estates Sixth Addition, City of Monticello, Jones County, Iowa, a subdivision of Outlot "A" in Northridge Estates, Fourth Addition, all in the City of Monticello, Jones County, Iowa

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolutions
Plans/Plats

Fiscal Impact:

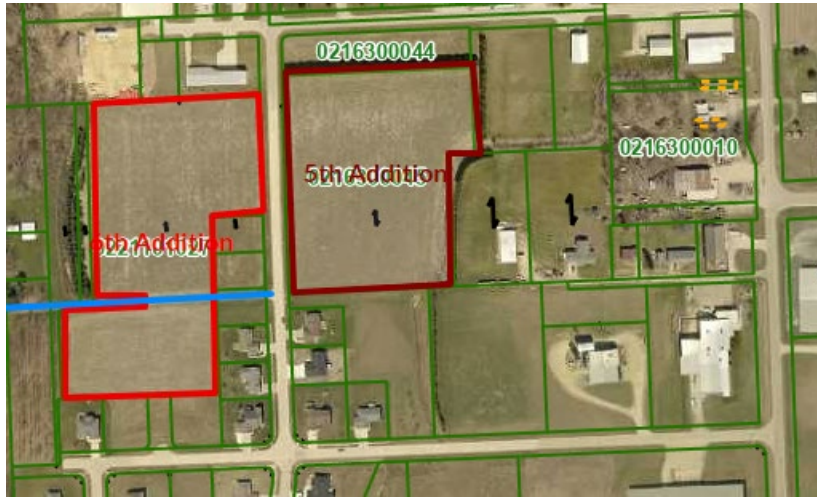
Budget Line Item:
 Budget Summary:
 Expenditure:
 Revenue:

Synopsis:

Highland Corp., the developers of Northridge Estates Subdivision, have submitted the final plats and related engineering for their 5th and 6th Additions, for City review and approval.

Background:

The original plat for Northridge Subdivision was approved in the early 2000's. A revised Preliminary Plat for Northridge was approved by the City in 2021. This revision added a cul-de-sac on the east side of Valley Drive, south of John Drive, rather than the originally-planned through street that would connect to John Drive. The subject property, with the 5th addition area outlined in dark red, and the 6th addition outlined in bright red, is shown below:



The blue line designates a private driveway easement (Shimanek) that will be relocated once the street in the 6th Addition is completed. That will also allow the developers to construct on the three lots from an earlier phase, that do not currently have utilities available and are impacted by that drive easement.

Because development regulations have changed in the 20+ years since this project began, some additional storm water retention needed to be added. These are shown around the bulk of the perimeter in the 5th Addition, and along the north boundary and in the northwest corner of the 6th Addition. There are also some perimeter storm easements necessary that will require approval by adjacent property owners. The developers are responsible for obtaining these easements.

The developers had asked if the City wanted to “take over” the additional storm facilities. After staff review, our recommendation is that, in general, these become a maintenance burden upon the taxpayers of the City. However, it may be worthwhile for the City to take over Lot B in the 5th Addition, provided that lots 9 and 10 can also be reconfigured to provide good access and substantial contiguity to the large storm water pond the City already owns and maintains from the prior phases. It also provides the City good access to get in and maintain the major drainage swale that is just east of this area. The developers considered this and opted, instead, to plat the pond on Lot B as part of Lots 8 and 9, instead of reconfiguring the additional land and lots.

The City Engineer has reviewed the plats and plans and their review memo is attached. The review notes show primarily some minor changes of engineering details, addition of swale armoring or rip-rap in several locations, and other small changes.

The developers are looking for City approvals to proceed with construction of the improvements as proposed, subject to the conditions of compliance with the City Engineer recommendations. The P&Z Board approved this motion at their meeting of July 11, 2023, by a vote of 4-0 (Pratt absent).

Recommendation: A motion to approve, subject to the City Engineer comments, is recommended.

July 6, 2023

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

RE: NORTHRIDGE 5TH AND 6TH FINAL PLATS, DRAINAGE SUMMARY, AND PLAN
OF IMPROVEMENTS REVIEW

Russ,

We have reviewed the documents provided for the Northridge 5th and 6th Addition and offer the following recommendations:

DRAINAGE SUMMARY EAST/WEST LOTS:

- Provide additional information related to all noted spillways. There does not appear to be information about where the spillways are specifically located (callouts do exist in the plan of improvements, but grading does not reflect the spillway locations), or calculations reflecting how the spillway will function and release detained runoff.
- Per SUDAS Design Manual 2G-1, F, 1, e; the earthen embankment should have failure protection using buried, heavy rip-rap layer on the entire downstream face of the embankment.
- Provide freeboard on detention following SUDAS Design Manual 2G-1, F, 1, d.
- Single-stage outlets are being used throughout the proposed basins. Per SUDAS Design Manual 2A-4, C, 4, d; single stage outlets are not recommended. Further, these outlets may become clogged due to the small diameter proposed. Recommend using an outlet with two or more stages to detain and release runoff. If single-stage outlets are retained, the spillways should be designed to convey the entirety of runoff without the use of the proposed outlet pipes. This will ensure that the basins will function properly if the small-diameter pipes become clogged.
- If the items above create elevational changes in the proposed improvements the low opening elevations should be reevaluated to ensure that freeboard requirements are being maintained.

PLAN OF IMPROVEMENTS:

- A.02 – Typical Section - Subbase materials are not indicated. Incorrect joint types based on plan PCC thickness.
- C.04 – Grading is cut off and does not show the tie-in to existing elevations.
- C.05/C.06 – Spillways are not protected with revetment. Location/grading for spillways are not shown.

- E.01/E.02 – It should be noted that it is preferred to select a design speed that is at least 5 mph greater than the anticipated posted speed limit of the roadway. Since this is a 25 mph roadway per Monticello Municipal Code, it is typical to design based on a 30 mph design speed. Selecting a design speed equal to the posted speed limit may also be acceptable and should be evaluated on a project by project basis, subject to approval of the Engineer. The designed vertical curves at 0+60, 21+65, 20+90, 25+75, and 29+50 are meeting the acceptable design criteria for 25 mph. Given the residential nature of the development, the apparent constraints in the vertical profiles, the anticipated “low speeds” by the end user, and the design speed being equivalent to the Code for posted speed limit; the Engineer finds that meeting the acceptable design criteria of 25 mph is acceptable.
- E.02 – 3.00% is shown within a crosswalk location. Per SUDAS Design Manual 12A-2, E, 3, a; a 2.0% maximum should be used in a yield condition.
- E.03 – Near station 30+14 a 2.12% slope is shown. It is recommended to verify that a smooth transition to existing pavements are being made by being within 1% of the algebraic difference between the proposed slope and the existing slope.
- L.01 – 25’ radii are being utilized at most intersections. One radius at the intersection of Valley Drive and Valley Court shows a 12’ radius being proposed. This appears to be caused by an existing intake on Valley Drive. We recommend evaluating the use of the largest radius possible between 12’ and 25’ to prevent overtracking.
- M.01/M.03 – What is preventing the small diameter outlet pipes from being clogged and non-functioning? Additionally, it is a best practice for pipes functioning as culvert pipes to have flared end sections at the termination points.
- MSWM.01 – Note that water main materials shall be AWWA C-900 per Monticello Municipal Code.

FINAL PLAT 5TH ADDITION COMMENTS:

- If lot falls into more than one ¼ ¼ provide an area breakdown on the plat.
- Provide a preliminary plat with certification for City review and approval, including proposed zoning information.
- Provide correspondence with utility providers for utility easement approval.
- Following construction of the public improvements the City or the City’s Engineer will evaluate the improvements for acceptance. A punch list may be generated depending on the findings of the field evaluation.
- Provide maintenance bonds for review following construction for eventual acceptance of improvements by the City.
- Provide Treasurer’s certificate per Iowa Code.
- Note additional items that have not been provided on the attached plat checklist.
- Lot B and drainage easements – who will be responsible for maintenance?
- Exhibit A attachments – We assume that proper agreements have been made with property owners and that these exhibits have or will be filed with the County.

FINAL PLAT 6TH ADDITION COMMENTS:

- The existing 20' easement noted for ingress/egress "to be vacated east of Prairie Drive" – When is this easement to be vacated? We request a separate document indicating the vacation of this easement. Submit record easement vacation if already vacated.
- If lot falls into more than one ¼ ¼ provide an area breakdown on the plat.
- Provide a preliminary plat with certification for City review and approval, including proposed zoning information.
- Provide correspondence with utility providers for utility easement approval.
- Following construction of the public improvements the City or the City's Engineer will evaluate the improvements for acceptance. A punch list may be generated depending on the findings of the field evaluation.
- Provide maintenance bonds for review following construction for eventual acceptance of improvements by the City.
- Provide Treasurer's certificate per Iowa Code.
- Note additional items that have not been provided on the attached plat checklist.
- Exhibit A attachments – We assume that proper agreements have been made with property owners and that these exhibits have or will be filed with the County.

Please contact me at 319-362-9394 with any questions with regard to this review.

Sincerely,

SNYDER & ASSOCIATES, INC.



A.J. Barry, P.E.
Civil Engineer

cc: David Schneider, P.L.S., Schneider Land Surveying & Planning, Inc.; Matt Shock, P.E., STS
Civil

**SUBMISSION REQUIREMENTS FOR FINAL PLATS
City of Monticello, Iowa**

A. Final Plat Preparation/Composition/Layout

1. ☒ All boundary lines shall be indicated by a direct bearing reference
2. ☒ Bearings to be shown in degrees, minutes and seconds
3. ☒ Distances to be shown in nearest .01 foot
4. ☒ Final plat to be clearly marked "FINAL PLAT"
5. ☒ Final plat shall be prepared by a land surveyor
6. ☒ Size of plat at least 8 ½" x 11" but no larger than 18" x 24"

B. Basic Final Plat Information

1. ☒ Accuracy standards
2. ☒ Area of subdivided property to nearest .01 acre
3. ☒ Bar scale
4. ☒ Boundary lines tied to two (2) section corners or two monuments of record
5. ☒ Curve data
6. ☒ Legal description
7. ☒ Map scale for plat
8. ☒ North arrow
9. ☒ Name of owner; address and telephone number
10. ☒ Name of preparer; address and telephone number
11. ☒ N/A Name of subdivider; address and telephone number
12. ☒ Subdivision name
13. ☒ Plat boundaries
14. ☒ Surveyor's seal and date
15. ☒ Name of surveyor; address and telephone number
16. ☒ Vicinity or location map (Minimum scale of 1" = 2000')

C. Existing Easements and Adjoining Subdivisions

1. ☒ Adjoining subdivision names and lot numbers
2. ☒ Easement purpose
3. ☒ Easement location/layout
4. ☒ Easement dimensions
5. ☒ Easements to be traceable

D. Planned Lot Layout

1. ☒ Excepted parcels clearly identified
2. ☒ Identification and use of reserved land
3. ☒ N/A Identification of re-subdivided areas
4. ☒ Lot location/layout

5. ☒ Lot number
6. ☒ Lot dimensions
7. ☒ Lot area in square feet; acres to nearest .01 acre if larger than one (1) acre
8. ☒ Monuments of record identified
9. ☒ Non-buildable lots to be lettered

E. Planned Streets/Alleys/Easements

1. ☐ N/A Alley location
2. ☐ N/A Block length/layout, when applicable
3. ☒ Easements, planned – location and purpose
4. ☒ Street/ROW width
5. ☒ Street/road names
6. ☒ Street location/layout
7. ☒ Streets or additional ROW to be lettered
8. ☐ N/A Private streets to be shown and clearly labeled as private streets

F. Additional Information

1. ☐ N/A Approximate flood hazard delineation (Source of information)
2. ☐ N/A Other items as required by the *Code of Iowa* (2001)

G. Final Plat Support/Accompanying Materials

1. ☐ N/A Agreement to annex and application for voluntary annexation, if applicable
2. ☒ All required agreements and certificates submitted on 8 ½" x 11" paper
3. ☐ Approved plans of improvements - SUBMITTED BUT NOT YET APPROVED
4. ☐ Copy of approved preliminary plat with certification - NO PRELIMINARY PLAT SUBMITTED
5. ☒ Dedication of easements
6. ☐ Development agreement - NO DEVELOPMENT AGREEMENT SUBMITTED TO ENGINEER
7. ☒ Digital file of final plat
8. ☐ Easement approvals from the utility providers - NOT YET SUBMITTED
9. ☒ Latitude and departure calculations documenting an adjusted error of less than 1:10,000
10. ☐ Maintenance bond and acceptance of improvements from City Engineer - TO BE DONE POST CONSTRUCTION
11. ☐ N/A Petition and assessment agreements, if applicable
12. ☐ Impact fee payments - NOT YET SUBMITTED TO ENGINEER'S KNOWLEDGE
13. ☐ N/A Temporary easements for improvements
14. ☐ Treasurer's Certificate per *Code of Iowa* (2001) - THE FINAL SIGNED VERSION WITH TREASURER'S SIGNATURE WILL MEET THIS REQUIREMENT

**SUBMISSION REQUIREMENTS FOR FINAL PLATS
City of Monticello, Iowa**

A. Final Plat Preparation/Composition/Layout

1. ☒ All boundary lines shall be indicated by a direct bearing reference
2. ☒ Bearings to be shown in degrees, minutes and seconds
3. ☒ Distances to be shown in nearest .01 foot
4. ☒ Final plat to be clearly marked "FINAL PLAT"
5. ☒ Final plat shall be prepared by a land surveyor
6. ☒ Size of plat at least 8 ½" x 11" but no larger than 18" x 24"

B. Basic Final Plat Information

1. ☒ Accuracy standards
2. ☒ Area of subdivided property to nearest .01 acre
3. ☒ Bar scale
4. ☒ Boundary lines tied to two (2) section corners or two monuments of record
5. ☒ Curve data
6. ☒ Legal description
7. ☒ Map scale for plat
8. ☒ North arrow
9. ☒ Name of owner; address and telephone number
10. ☒ Name of preparer; address and telephone number
11. ☒ N/A Name of subdivider; address and telephone number
12. ☒ Subdivision name
13. ☒ Plat boundaries
14. ☒ Surveyor's seal and date
15. ☒ Name of surveyor; address and telephone number
16. ☒ Vicinity or location map (Minimum scale of 1" = 2000')

C. Existing Easements and Adjoining Subdivisions

1. ☒ Adjoining subdivision names and lot numbers
2. ☒ Easement purpose
3. ☒ Easement location/layout
4. ☒ Easement dimensions
5. ☒ Easements to be traceable

D. Planned Lot Layout

1. ☒ Excepted parcels clearly identified
2. ☒ Identification and use of reserved land
3. ☒ N/A Identification of re-subdivided areas
4. ☒ Lot location/layout

5. ☒ Lot number
6. ☒ Lot dimensions
7. ☒ Lot area in square feet; acres to nearest .01 acre if larger than one (1) acre
8. ☒ Monuments of record identified
9. ☒ Non-buildable lots to be lettered

E. Planned Streets/Alleys/Easements

1. ☐ N/A Alley location
2. ☐ N/A Block length/layout, when applicable
3. ☒ Easements, planned – location and purpose
4. ☒ Street/ROW width
5. ☒ Street/road names
6. ☒ Street location/layout
7. ☒ Streets or additional ROW to be lettered
8. ☐ N/A Private streets to be shown and clearly labeled as private streets

F. Additional Information

1. ☐ N/A Approximate flood hazard delineation (Source of information)
2. ☐ N/A Other items as required by the *Code of Iowa* (2001)

G. Final Plat Support/Accompanying Materials

1. ☐ N/A Agreement to annex and application for voluntary annexation, if applicable
2. ☒ All required agreements and certificates submitted on 8 ½" x 11" paper
3. ☐ Approved plans of improvements - SUBMITTED BUT NOT YET APPROVED
4. ☐ Copy of approved preliminary plat with certification - NO PRELIMINARY PLAT SUBMITTED
5. ☒ Dedication of easements
6. ☐ Development agreement - NO DEVELOPMENT AGREEMENT SUBMITTED TO ENGINEER
7. ☒ Digital file of final plat
8. ☐ Easement approvals from the utility providers - NOT YET SUBMITTED
9. ☒ Latitude and departure calculations documenting an adjusted error of less than 1:10,000
10. ☐ Maintenance bond and acceptance of improvements from City Engineer - TO BE DONE POST CONSTRUCTION
11. ☐ N/A Petition and assessment agreements, if applicable
12. ☐ Impact fee payments - NOT YET SUBMITTED TO ENGINEER'S KNOWLEDGE
13. ☐ N/A Temporary easements for improvements
14. ☐ Treasurer's Certificate per *Code of Iowa* (2001) - THE FINAL SIGNED VERSION WITH TREASURER'S SIGNATURE WILL MEET THIS REQUIREMENT

The City of Monticello, Iowa

RESOLUTION NO.

Approving the final plat of Northridge Estates Fifth Addition,
City of Monticello, Jones County, Iowa, a subdivision of Lot 2 of Northridge
Estates, Third Addition, all in the City of Monticello, Jones County, Iowa

WHEREAS, There has been filed with the City Clerk a final plat of Northridge Estates Fifth Addition, City of Monticello, Jones County, Iowa, a subdivision of Lot 2 of Northridge Estates, Third Addition, all in the City of Monticello, Jones County, Iowa

WHEREAS, The City Planning and Zoning Board has reviewed the Final Plat and recommends that it be approved, and

WHEREAS, Said final plat has been examined by the City Council and they find that the same conforms to the statutes and ordinances relating thereto; and

WHEREAS, The City Council concurs that the final plat of Northridge Estates Fifth Addition, City of Monticello, Jones County, Iowa, a subdivision of Lot 2 of Northridge Estates, Third Addition, all in the City of Monticello, Jones County, Iowa, should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Final Plat of Northridge Estates Fifth Addition, City of Monticello, Jones County, Iowa, a subdivision of Lot 2 of Northridge Estates, Third Addition, all in the City of Monticello, Jones County, Iowa, subject to the following condition:

1. That the City Engineer recommendations, as noted in their letter dated July 6, 2023, are met and in compliance.

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 17th day of July, 2023.

David Goedken, Mayor

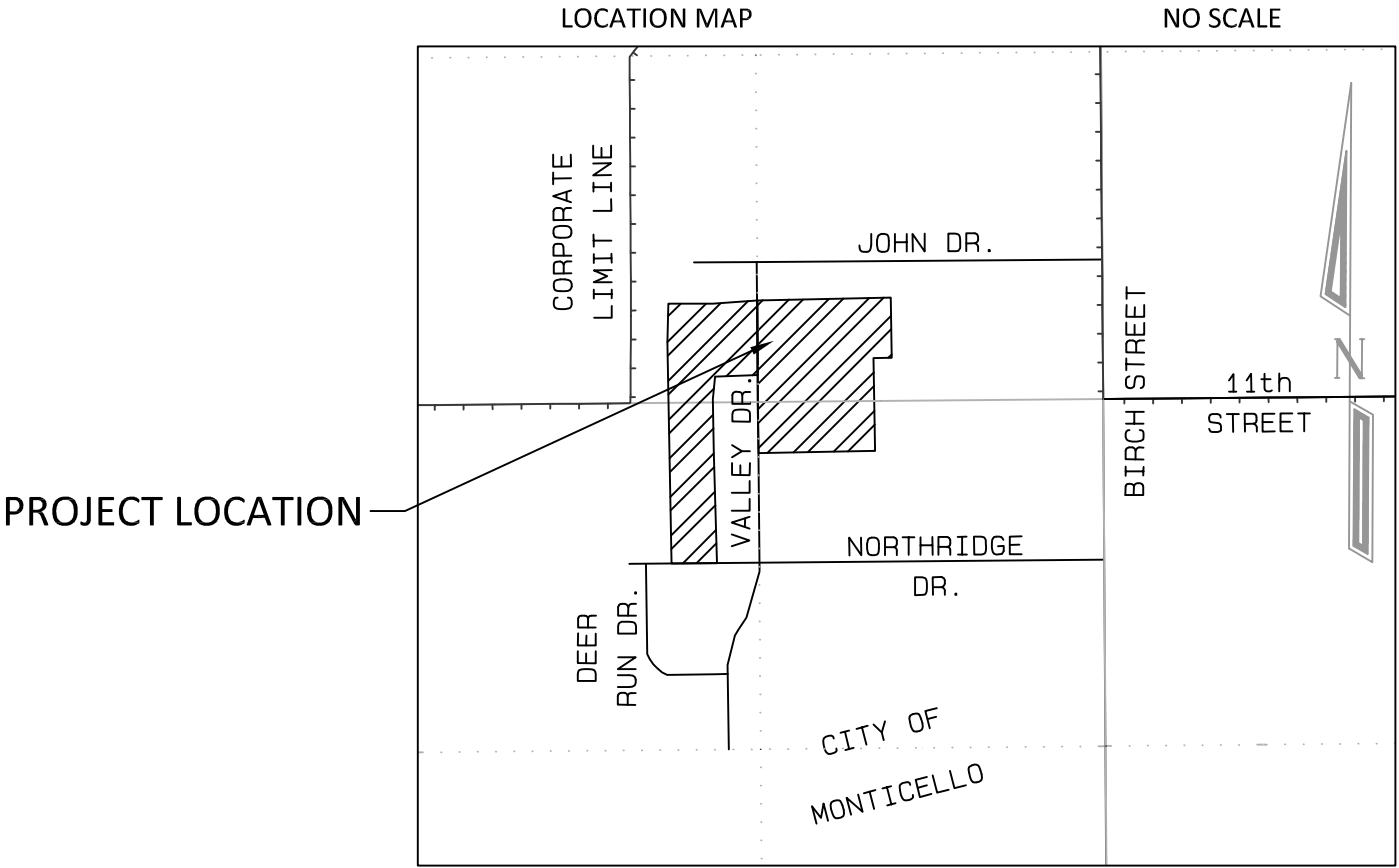
Attest:

Sally Hinrichsen, City Clerk/Treasurer

DRAWINGS OF PROPOSED IMPROVEMENTS

NORTHBRIDGE ESTATES FIFTH ADDITION

IN THE CITY OF MONTICELLO, JONES COUNTY, IOWA



SHEET INDEX	
NO.	DESCRIPTION
A.01	Title Sheet
A.02	Details and General Notes
A.03	Graphical Sheet Index With Overall Utility Plan
C.01-.02	Tabulations
C.03-.04	Grading and Erosion Control Plan
C.05-.06	Lot Corner Elevations
E.01-03	Paving and Storm Sewer Plan & Profile
L.01-02	Intersection Details
M.01-.03	Cross Road Storm Sewer Plan & Profile
MSWM.01-06	Sanitary Sewer and Watermain Plan & Profile

(Preliminary 05/22/2023)

DEVELOPER:


HIGHLAND CORPORATION
C/O JOSEPH OSWALD
935 DEER RUN DRIVE
MONTICELLO, IOWA OR
JEFF HINRICHS
Ph# 319-480-5744

NOTE:
THE PROPOSED IMPROVEMENTS INCLUDED IN THESE DRAWINGS HAVE BEEN
DESIGNED IN ACCORDANCE WITH THE CURRENT VERSION OF SUDAS DESIGN
STANDARDS, SPECIFICATIONS AND DETAILS.

CONTACT:

 MATT SHOCK
STS CIVIL
mshock@stscivil.com
319-350-8120

SCHNEIDER
Land Surveying
&
Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

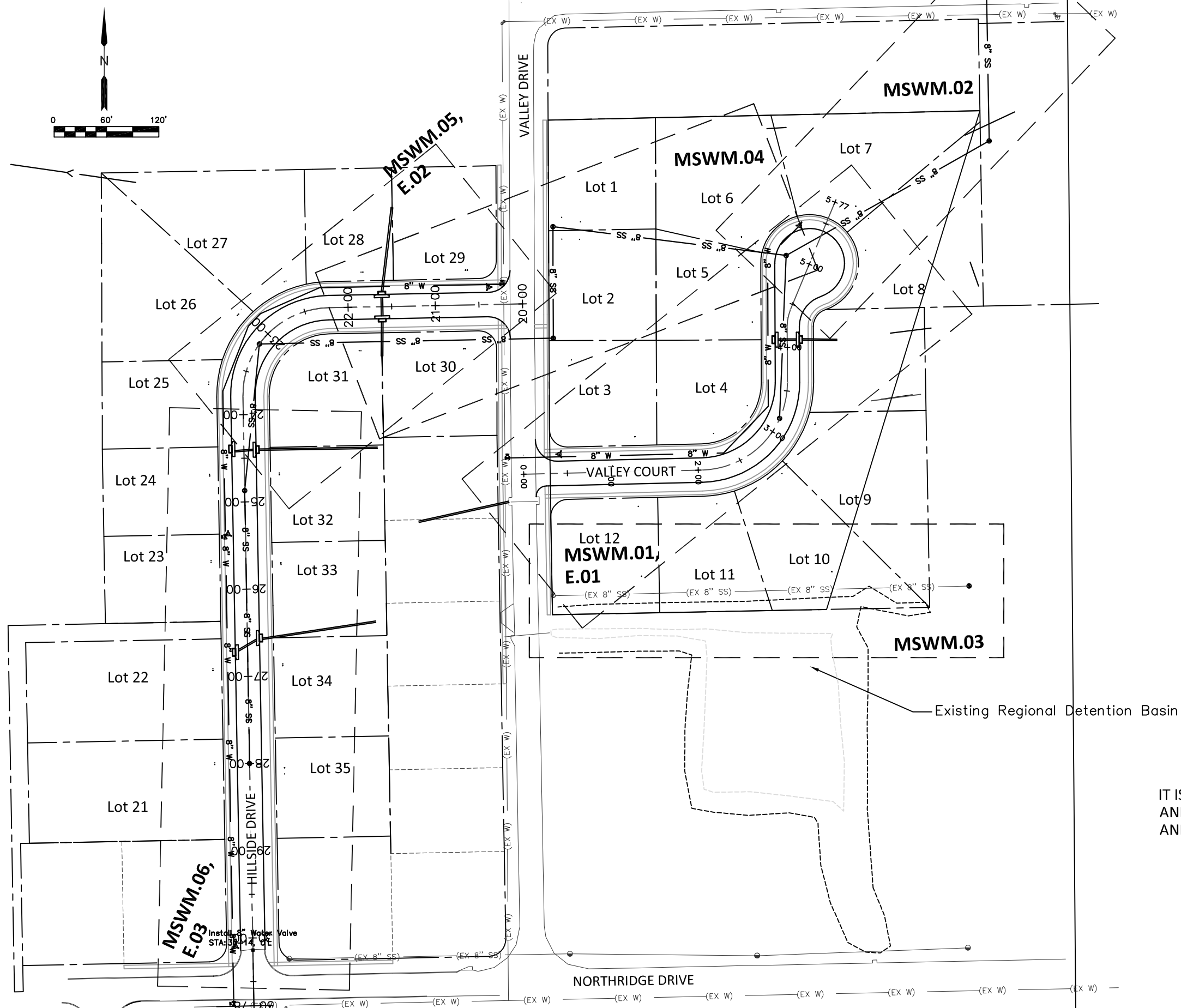


I hereby certify that this Engineering document was prepared by me or under my direct personal supervision and I am a duly Licensed Engineer under the laws of the State of Iowa. License renewal date is December 31, 2024

Pages covered by this seal: A.01-.03, C.01-.06, E.01-.03, L.01, M.01-.03, MSWM.01-.06

(FOR CITY REVIEW/APPROVAL)

PRELIMINARY (FOR REFERENCE ONLY)



IT IS CONTRACTOR'S RESPONSIBILITY TO REFER TO SUDAS AND CITY OF MONTICELLO REQUIREMENTS FOR ORDERING AND INSTALLING CORRECT UTILITY MATERIAL AND FIXTURES.

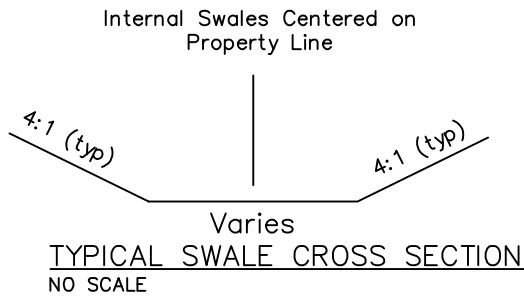
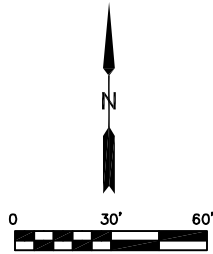
NOTE: THE PROPOSED CONTOURS AND EARTHWORK QUANTITIES REFLECT **ROADWAY SUBGRADE SURFACE WITHIN THE ROW** AND FINISHED SURFACE BEYOND THE ROW

GRADING QUANTITIES- EAST OF VALLEY DR (VALLEY COURT)

(FOR REFERENCE ONLY- FULL MASS GRADING CONCEPT AS SHOWN ON THIS SHEET)

ADJUSTED- Existing vs top ROW subgrade
- pipe spoils not included

CUT = 8,100 CY
FILL = 6,760 CY
FILL+30%= 8,790 CY



PLACE SILT FENCE INTERNALLY AS NEEDED TO HELP MINIMIZE EROSION

Maintain positive drainage off constructed surfaces

EROSION CONTROL NOTES:

- 1)PROVIDE STABILIZED CONSTRUCTION ENTRANCES FROM VALLEY DRIVE PER SUDAS 940.120. CONTRACTOR RESPONSIBLE FOR CLEANING ANY OFFSITE TRACKING.
- 2) SILT FENCE(OR EQUIVALENT) WILL BE PLACED ALONG THE PERIMETER OF THE PROJECT AT LOCATIONS IN WHICH RUNOFF CAN MOVE OFFSITE BY THE CONTRACTOR PRIOR TO BEGINNING GRADING.
- 3) PLACE CLASS D RIP RAP AT STORM SEWER FES OUTLETS AS CALLED FOR IN PLANS. REFER TO SUDAS 940.111 AND M.01-M.03 FOR MORE INFORMATION.
- 4) REFER TO PROJECT SWPPP FOR COMPLETE DETAILS AND REQUIREMENTS ON MAINTENANCE, PLACEMENT, STABILIZATION SEEDING, AND RECORD KEEPING IN ORDER TO KEEP IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE SWPPP DEVELOPED UNDER THE NPDES PERMIT.

FILTER SOCK INSTALLATION REQUIREMENTS

- COMPOSED OF COMPOST AND WOOD MULCH, ALTERNATIVES MUST BE FIRST APPROVED BY CITY
- FOR PERIMETER CONTROL USE 12-18" FILTER SOCK, STAKE EVERY 3-4 FEET
- NEEDS TO BE MAINTAINED WHEN SEDIMENT LEVEL REACHES HALF THE CAPACITY OF THE FILTER SOCK

CONCRETE WASHOUT FACILITY

- MUST BE WITHIN THE LOTS PERIMETER CONTROLS, ON LEVEL GROUND, DRIVER ACCESSIBLE, AND IDENTIFICATION SIGN
- CAN BE CONSTRUCTED OF 12-18" FILTER SOCK WITH 3MM PLASTIC UNDERLAYMENT
- CONCRETE BAG MUST BE STAKED AND TIED UP
- ALL DEVICES SHALL BE MAINTAINED/REPLACED ONCE THEY ARE 3/4 FULL

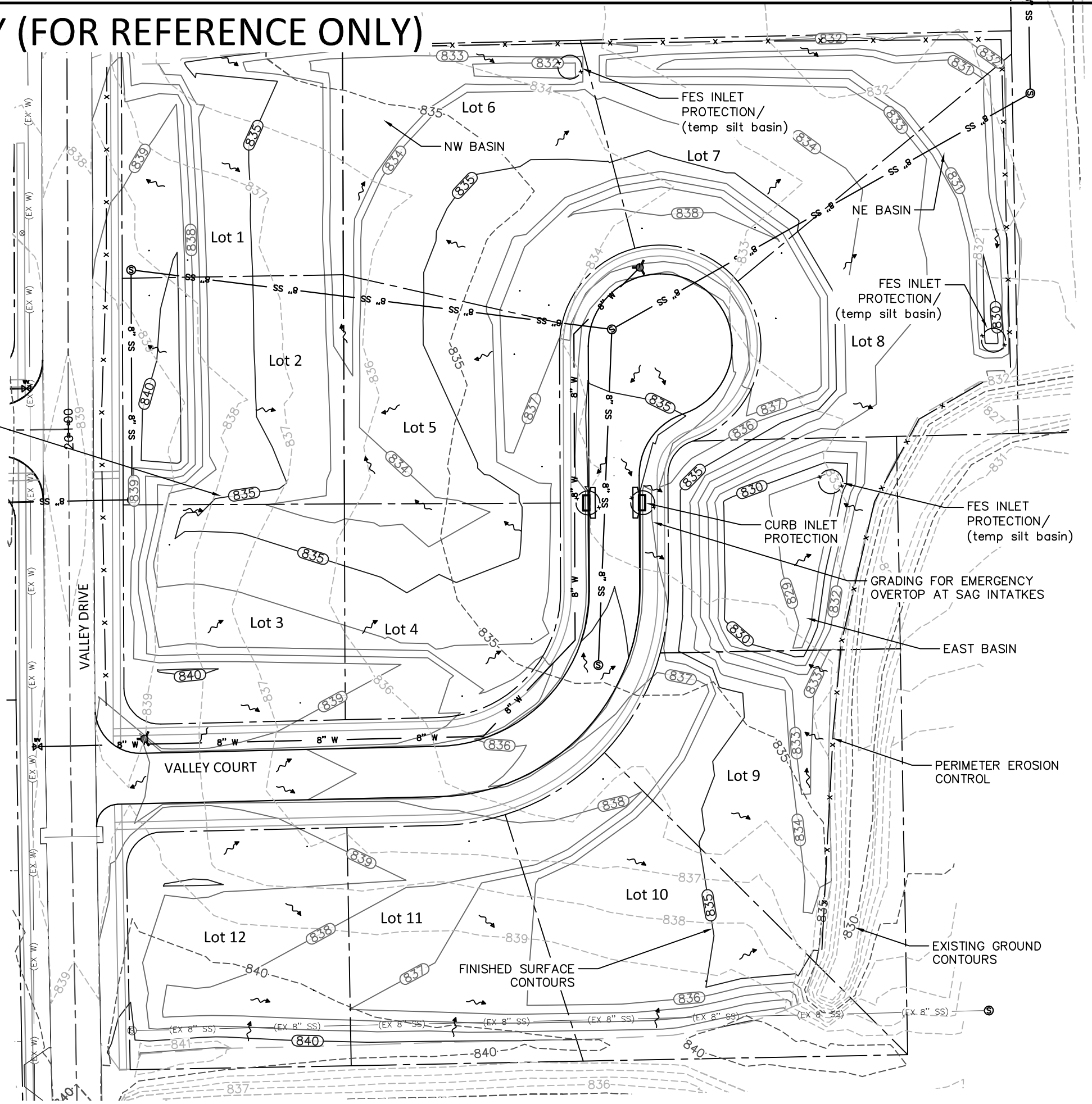
PORT-A-JOHNS

- CONSTRUCT OR PLACE ON AN EXISTING LEVEL AREA WITHIN THE PERIMETER CONTROLS
- USE 1.5' STAKES(MINIMUM) TO SECURE INTO PLACE
- DO NOT LOCATE ON OR ABOVE STORM SEWER INLETS

TOPSOIL STOCKPILES

- NEED TO BE POSITIONED AWAY FROM ANY ROADS, DITCHES, STORM SEWER INLETS
- IF STOCKPILES WILL BE INACTIVE FOR 14 DAYS THEN TEMPORARY SEEING PRACTICES NEED TO BE IMPLEMENTED
- SEDIMENT CONTROLS MAY NEED TO BE INSTALLED AROUND THE STOCKPILE'S PERIMETER DEPENDING ON THE LOCATION
- TOPSOIL TO BE RESPREAD UPON FINAL GRADING AND REMAIN ONSITE

PRELIMINARY (FOR REFERENCE ONLY)



No.	DATE	REVISION	BY	PREPARED FOR:
				HIGHLAND CORPORATION
				Tel: 319-480-5744

PREPARED BY:	STS CIVIL
	mshock@stscivil.com
	Tel: 319-350-8120



NORTH RIDGE ESTATES FIFTH ADDITION

GRADING AND E/C PLAN- E

Date	5/22/2023	Sheet No.	C.03
Project	06-2023-03	OF	C.06

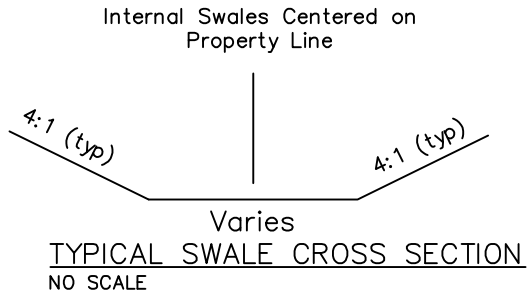
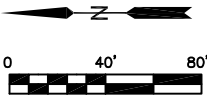
NOTE: THE PROPOSED CONTOURS AND EARTHWORK QUANTITIES REFLECT **ROADWAY SUBGRADE SURFACE WITHIN THE ROW** AND FINISHED SURFACE BEYOND THE ROW

GRADING QUANTITIES- WEST OF VALLEY DR (HILLSIDE DR)

(FOR REFERENCE ONLY- FULL MASS GRADING CONCEPT AS SHOWN ON THIS SHEET)

ADJUSTED- Existing vs top ROW subgrade
- pipe spoils not included

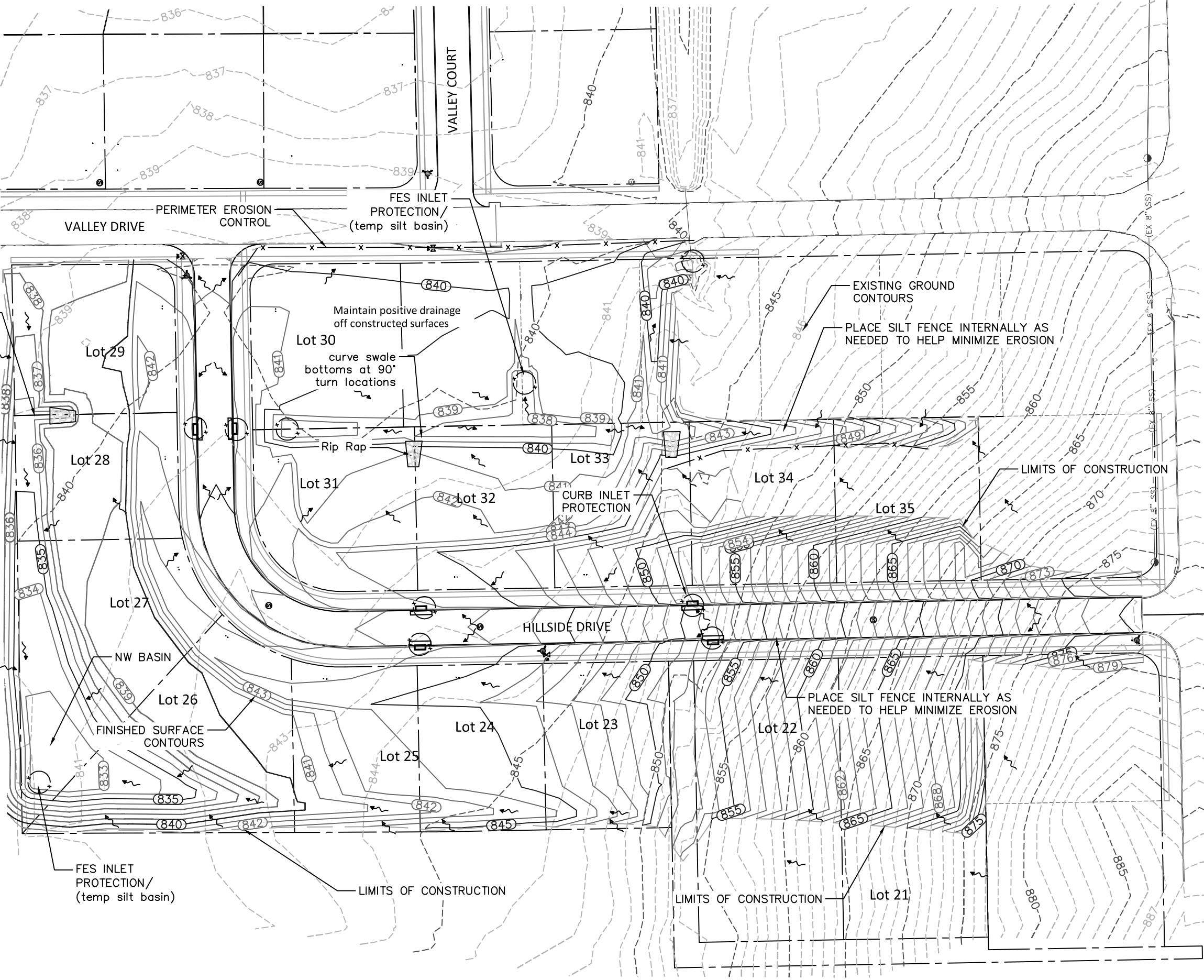
CUT = 12,140 CY
FILL = 9,080 CY
FILL+30%= 11,800 CY



- EROSION CONTROL NOTES:
- 1) PROVIDE STABILIZED CONSTRUCTION ENTRANCES FROM VALLEY DRIVE PER SUDAS 940.120. CONTRACTOR RESPONSIBLE FOR CLEANING ANY OFFSITE TRACKING.
 - 2) SILT FENCE (OR EQUIVALENT) WILL BE PLACED ALONG THE PERIMETER OF THE PROJECT AT LOCATIONS IN WHICH RUNOFF CAN MOVE OFFSITE BY THE CONTRACTOR PRIOR TO BEGINNING GRADING.
 - 3) PLACE CLASS D RIP RAP AT STORM SEWER FES OUTLETS AS CALLED FOR IN PLANS. REFER TO SUDAS 940.111 AND M.01-M.03 FOR MORE INFORMATION.
 - 4) REFER TO PROJECT SWPPP FOR COMPLETE DETAILS AND REQUIREMENTS ON MAINTENANCE, PLACEMENT, STABILIZATION SEEDING, AND RECORD KEEPING IN ORDER TO KEEP IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE SWPPP DEVELOPED UNDER THE NPDES PERMIT.

- FILTER SOCK INSTALLATION REQUIREMENTS
- COMPOSED OF COMPOST AND WOOD MULCH, ALTERNATIVES MUST BE FIRST APPROVED BY CITY
 - FOR PERIMETER CONTROL USE 12-18" FILTER SOCK, STAKE EVERY 3-4 FEET
 - NEEDS TO BE MAINTAINED WHEN SEDIMENT LEVEL REACHES HALF THE CAPACITY OF THE FILTER SOCK
- CONCRETE WASHOUT FACILITY
- MUST BE WITHIN THE LOTS PERIMETER CONTROLS, ON LEVEL GROUND, DRIVER ACCESSIBLE, AND IDENTIFICATION SIGN
 - CAN BE CONSTRUCTED OF 12-18" FILTER SOCK WITH 3MM PLASTIC UNDERLAYMENT
 - CONCRETE BAG MUST BE STAKED AND TIED UP
 - ALL DEVICES SHALL BE MAINTAINED/REPLACED ONCE THEY ARE 3/4 FULL
- PORT-A-JOHNS
- CONSTRUCT OR PLACE ON AN EXISTING LEVEL AREA WITHIN THE PERIMETER CONTROLS
 - USE 1.5' STAKES (MINIMUM) TO SECURE INTO PLACE
 - DO NOT LOCATE ON OR ABOVE STORM SEWER INLETS
- TOPSOIL STOCKPILES
- NEED TO BE POSITIONED AWAY FROM ANY ROADS, DITCHES, STORM SEWER INLETS
 - IF STOCKPILES WILL BE INACTIVE FOR 14 DAYS THEN TEMPORARY SEEING PRACTICES NEED TO BE IMPLEMENTED
 - SEDIMENT CONTROLS MAY NEED TO BE INSTALLED AROUND THE STOCKPILE'S PERIMETER DEPENDING ON THE LOCATION
 - TOPSOIL TO BE RESPREAD UPON FINAL GRADING AND REMAIN ONSITE

PRELIMINARY (FOR REFERENCE ONLY)



No.	DATE	REVISION	BY	PREPARED FOR:
				HIGHLAND CORPORATION
				Tel: 319-480-5744

PREPARED BY:	STS CIVIL
	mshock@stscivil.com
	Tel: 319-350-8120

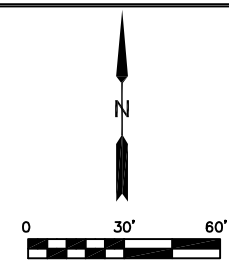


NORTHRIDGE ESTATES FIFTH ADDITION

GRADING AND E/C PLAN- W

Date	5/22/2023
Project	06-2023-03

Sheet No.	C.04
OF	
	C.06

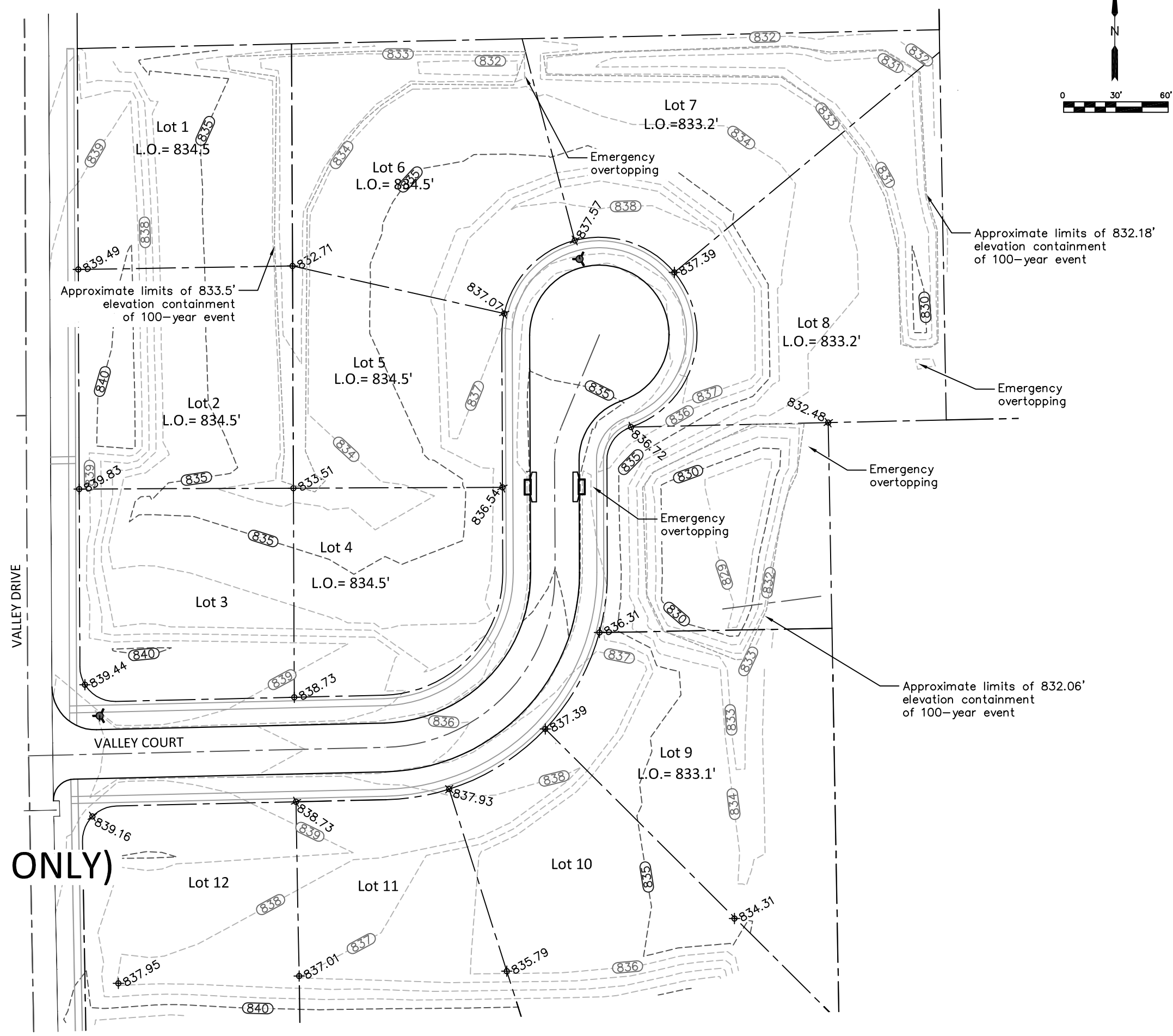


L.O.= MINIMUM LOW OPENING ELEVATION

NOTE: These minimum low opening elevations were based on judgement of a 100-year rainfall event scenario applied to the subdivision's designed drainage pattern and drainageway capacities. Home builder's judgment is still required on the appropriate placement, elevation, and lot shaping for final low opening protection/risk on all lots. As the subdivision conditions are modified during the home construction stage, these evolving factors need to also be taken into account when determining low opening elevation and level of risk protection.

PRELIMINARY (FOR REFERENCE ONLY)

NOTE: DRAINAGE EASEMENT AREAS MUST REMAIN OPEN AND FREE FROM OBSTRUCTIONS



No.	DATE	REVISION	BY	PREPARED FOR:	PREPARED BY:		PROJECT	DATE	SHEET NO.
				HIGHLAND CORPORATION Tel: 319-480-5744	STS CIVIL mshock@stscivil.com Tel: 319-350-8120		LOT CORNER ELEVATIONS- E	5/22/2023	C.05
								06-2023-03	OF C.06

[illegible]

NOTE: These minimum low opening elevations were based on judgement of a 100-year rainfall event scenario applied to the subdivision's designed drainage pattern and drainageway capacities. Home builder's judgment is still required on the appropriate placement, elevation, and lot shaping for final low opening protection/risk on all lots. As the subdivision conditions are modified during the home construction stage, these evolving factors need to also be taken into account when determining low opening elevation and level of risk protection.

NOTE: DRAINAGE EASEMENT AREAS MUST REMAIN OPEN AND FREE FROM OBSTRUCTIONS

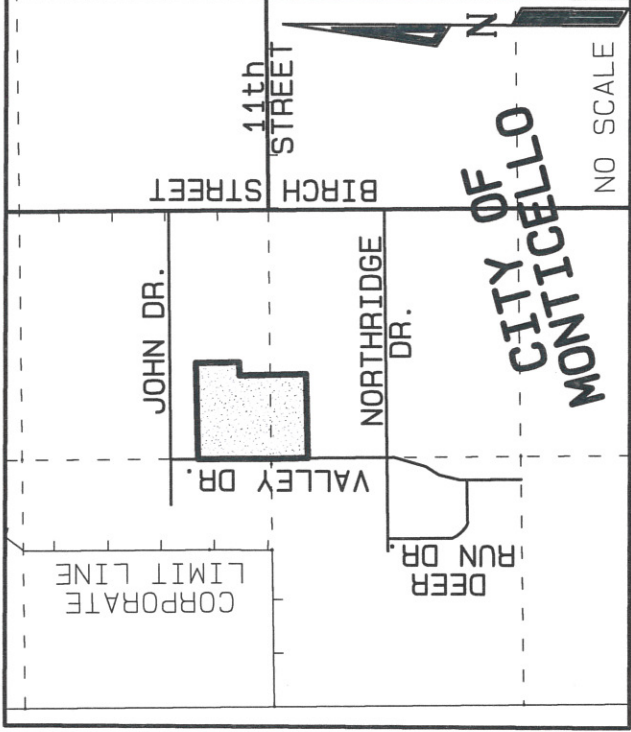
No.	DATE	REVISION	BY	PREPARED FOR:	PREPARED BY:		<i>NORTHRIDGE ESTATES FIFTH ADDITION</i>	LOT CORNER ELEVATIONS- W	Date	Sheet No.
				<i>HIGHLAND CORPORATION</i> <i>Tel: 319-480-5744</i>	<i>STS CIVIL</i> <i>mshock@stscivil.com</i> <i>Tel: 319-350-8120</i>				5/22/2023 Project 06-2023-03	C.06 OF C.06

RECORDER'S INDEX

LOCATION: LOT 2 OF NORTHRIDGE ESTATES THIRD ADDITION,
CITY OF MONTICELLO, JONES COUNTY, IOWA
REQUESTOR: HIGHLAND CORPORATION c/o JOSEPH N. OSWALD
PROPRIETOR: HIGHLAND CORPORATION
SURVEYOR: DAVID P. SCHNEIDER
COMPANY: SCHNEIDER LAND SURVEYING
AND PLANNING, INC.
RETURN TO: DAVID P. SCHNEIDER
P.O. BOX 128 FARLEY, IOWA 52046
Ph#563-744-3631 daves@yousq.net

FINAL PLAT
NORTHRIDGE ESTATES FIFTH ADDITION,
CITY OF MONTICELLO, JONES COUNTY, IOWA
LOT 2 OF NORTHRIDGE ESTATES THIRD ADDITION,
CITY OF MONTICELLO, JONES COUNTY, IOWA

VICINITY MAP



DEVELOPER:
HIGHLAND CORPORATION
c/o JOSEPH OSWALD
935 DEER RUN DRIVE
MONTICELLO, IOWA OR
JEFF HINRICHS
Ph#319-480-5744

BOUNDARY ACCURACY NOTE:
THE UNADJUSTED ERROR OF CLOSURE
SHALL NOT BE GREATER THAN ONE
IN TEN THOUSAND FOR SUBDIVISION
BOUNDARIES AND SHALL NOT BE
GREATER THAN ONE IN FIVE THOUSAND
FOR AN INDIVIDUAL LOT.

LEGEND

- | | |
|--|--|
| LOT A: | LOT 9: |
| SW1/4, SW1/4,
SEC. 16, T86N, R3W
21671 SQ. FT. | SW1/4, SW1/4,
SEC. 16, T86N, R3W
5499 SQ. FT. |
| NW1/4, NW1/4,
SEC. 21, T86N, R3W
13675 SQ. FT. | NW1/4, NW1/4,
SEC. 21, T86N, R3W
16681 SQ. FT. |
-
- | | |
|-------|--|
| ○ | SET 1/2" REBAR w/
YELLOW CAP #14417 |
| ■ | FOUND 1/2" REBAR w/
YELLOW CAP #14417 |
| ▲ | FOUND 5/8" REBAR w/
CAP #14671 |
| ⊕ | FOUND "X" IN CONC. |
| ● | FOUND 1/2" REBAR w/
YELLOW CAP #12642 |
| ◆ | FOUND 1/2" REBAR |
| ⊗ | SET MAG NAIL |
| ⊠ | FOUND MAG NAIL |
| --- | BOUNDARY LINE |
| - - - | SETBACK LINE |
| - - - | P.U.E. |
| - - - | PUBLIC UTILITY EASEMENT |

SURVEY DESCRIPTION -
NORTHRIDGE ESTATES FIFTH ADDITION,
CITY OF MONTICELLO, JONES COUNTY, IOWA:

LOT 2 OF NORTHRIDGE ESTATES THIRD ADDITION,
CITY OF MONTICELLO, JONES COUNTY, IOWA

TOTAL AREA
5.959 ACRES
259553 SQ. FT.

PLAT OF SURVEY:
SEE SHEET 2



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed land surveyor under the laws of the State of Iowa.

David P. Schneider
David P. Schneider P.L.S. P14417
My license renewal date is December 31, 2023.
Date: *7/11/2023*

SCHNEIDER
Land Surveying
&
Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

Project: 2563FP5REV

Survey Date: 5/25/2023

Sheet: 1 of 5

Pages or sheets covered by this seal: SHEETS 1 & 2

JOHN DRIVE (60')

LOT A,
NORTHBRIDGE ESTATES
THIRD ADDITION
PLAT BOOK R, PAGE 76

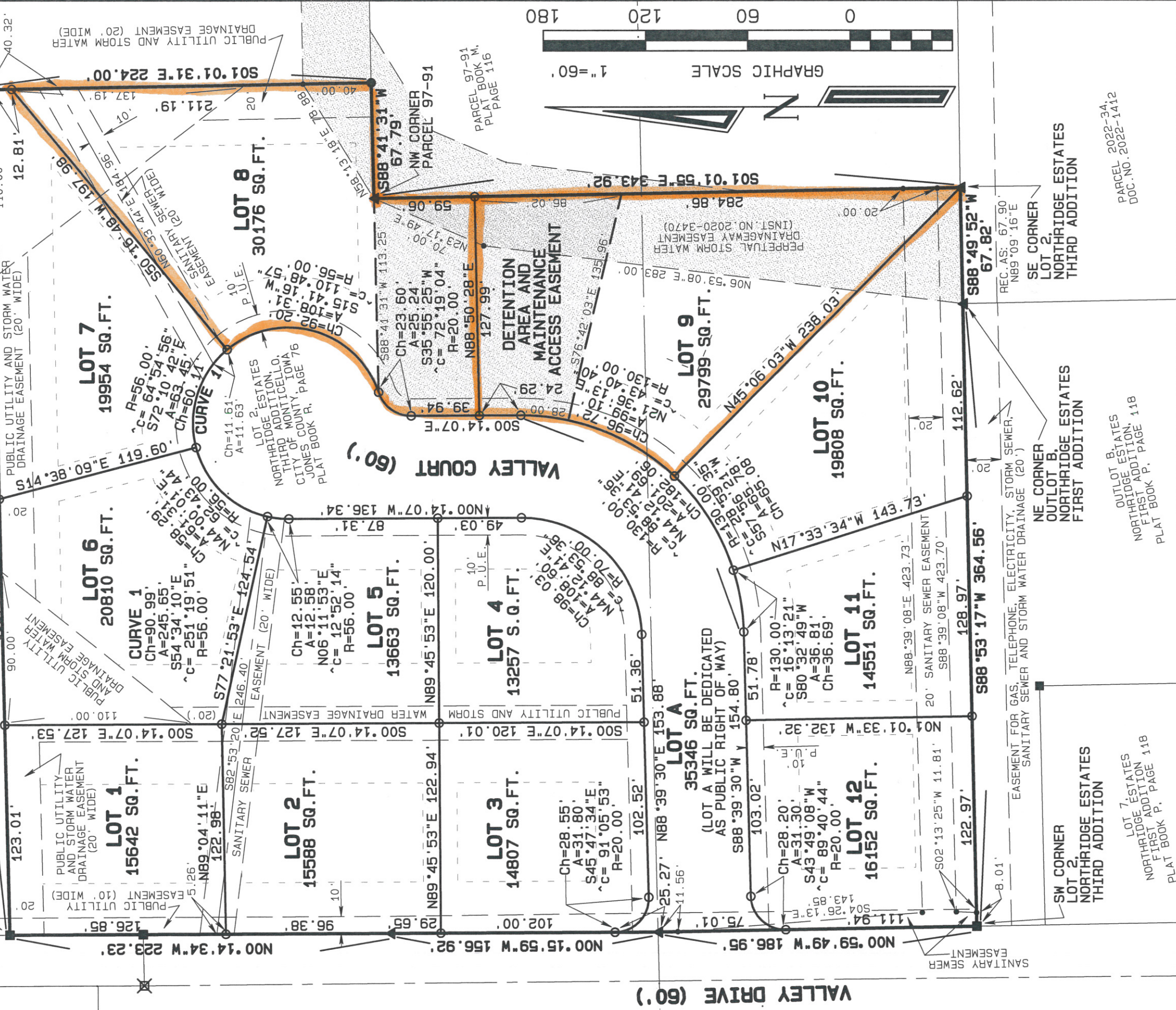
LOT 1,
NORTHBRIDGE ESTATES
THIRD ADDITION
PLAT BOOK R, PAGE 76

FINAL PLAT
NORTHBRIDGE ESTATES FIFTH ADDITION,
CITY OF MONTICELLO, JONES COUNTY, IOWA
LOT 2 OF NORTHBRIDGE ESTATES THIRD ADDITION,
CITY OF MONTICELLO, JONES COUNTY, IOWA

NW CORNER
LOT 2,
NORTHBRIDGE ESTATES
THIRD ADDITION

LOT 1,
YEOMAN'S THIRD ADDITION
DOC. NO. 2011-3286

PARCEL 2019-74
PLAT BOOK W, PAGE 93



TOTAL AREA
5.959 ACRES
259553 SQ. FT.

SURVEY DESCRIPTION:
SEE SHEET 1

FINAL PLAT
NORTHBRIDGE ESTATES FIFTH ADDITION,
CITY OF MONTICELLO, JONES COUNTY, IOWA
LOT 2 OF NORTHBRIDGE ESTATES THIRD ADDITION,
CITY OF MONTICELLO, JONES COUNTY, IOWA

SCHNEIDER
Land Surveying
&
Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
davesyouqsq.net
Project: 2563FP5REV
Survey Date: 2/6/2023
Sheet: 2 of 5

The City of Monticello, Iowa

RESOLUTION NO.

Approving the final plat of Northridge Estates Sixth Addition,
City of Monticello, Jones County, Iowa, a subdivision of Outlot "A" in Northridge
Estates, Fourth Addition, all in the City of Monticello, Jones County, Iowa

WHEREAS, There has been filed with the City Clerk a final plat of Northridge Estates Sixth Addition, City of Monticello, Jones County, Iowa, a subdivision of Outlot "A" in Northridge Estates, Fourth Addition, all in the City of Monticello, Jones County, Iowa

WHEREAS, The City Planning and Zoning Board has reviewed the Final Plat and recommends that it be approved, and

WHEREAS, Said final plat has been examined by the City Council and they find that the same conforms to the statutes and ordinances relating thereto; and

WHEREAS, The City Council concurs that the final plat of Northridge Estates Sixth Addition, City of Monticello, Jones County, Iowa, a subdivision of Outlot "A" in Northridge Estates, Fourth Addition, all in the City of Monticello, Jones County, Iowa, should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Final Plat of Northridge Estates Sixth Addition, City of Monticello, Jones County, Iowa, a subdivision of Outlot "A" in Northridge Estates, Fourth Addition, all in the City of Monticello, Jones County, Iowa, subject to the following condition:

1. That the City Engineer recommendations, as noted in their letter dated July 6, 2023, are met and in compliance.

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 17th day of July, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

RECORDER'S INDEX

LOCATION: PART OF PARCEL 2018-50 AS ILLUSTRATED ON A PLAT OF SURVEY FILED JULY 31, 2018, AS INSTRUMENT #2018-2037 IN THE OFFICE OF THE RECORDER OF JONES COUNTY, IOWA

REQUESTOR: HIGHLAND CORPORATOIN

PROPRIETOR: ACCENT CONSTRUCTION

SURVEYOR: DAVID P. SCHNEIDER

SURVEYOR AND PLANNING, INC.

RETURN TO: DAVID P. SCHNEIDER

P.O. BOX 128 FARLEY, IOWA

Ph#563-744-3631 daves@yousq.net

EXHIBIT A

PLAT OF STORM WATER DRAINAGE EASEMENT

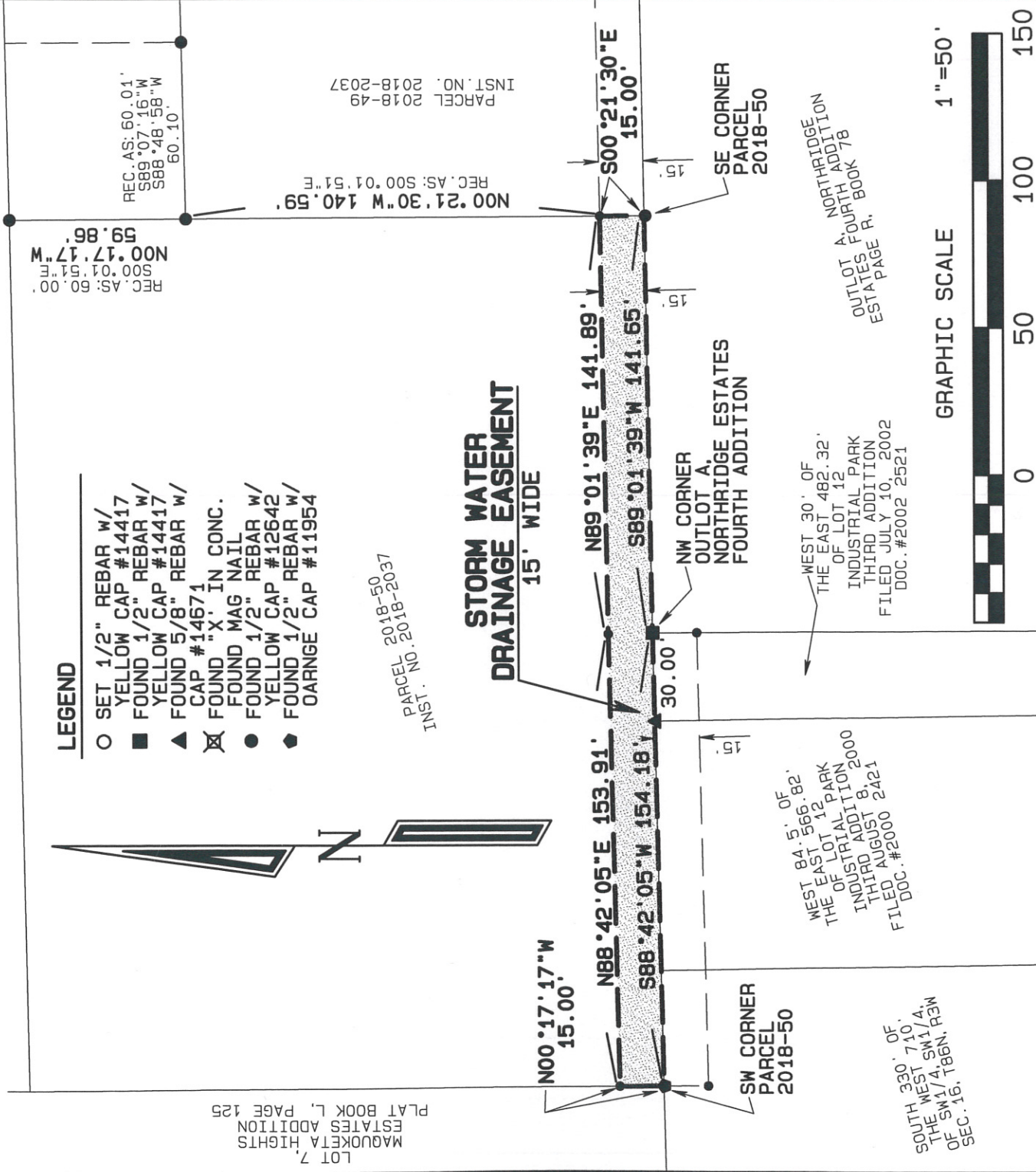
PART OF PARCEL 2018-50 AS ILLUSTRATED ON A PLAT OF SURVEY FILED JULY 31, 2018, AS INSTRUMENT #2018-2037 IN THE OFFICE OF THE RECORDER OF JONES COUNTY, IOWA

DESCRIPTION - STORM WATER DRAINAGE EASEMENT:

THE SOUTH 15.00 FEET OF PARCEL 2018-50 AS ILLUSTRATED ON A PLAT OF SURVEY FILED JULY 31, 2018, AS INSTRUMENT #2018-2037 IN THE OFFICE OF THE RECORDER OF JONES COUNTY, IOWA

LEGEND

- SET 1/2" REBAR w/ YELLOW CAP #14417
- FOUND 1/2" REBAR w/ YELLOW CAP #14417
- ▲ FOUND 5/8" REBAR w/ CAP #14671
- ✕ FOUND "X" IN CONC.
- FOUND MAG NAIL
- FOUND 1/2" REBAR w/ YELLOW CAP #12642
- ◆ FOUND 1/2" REBAR w/ ORANGE CAP #11954



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

David P. Schneider Date: 5/25/2023

David P. Schneider P.L.S. #14417

My license renewal date is December 31, 2023.

Pages or sheets covered by this seal: THIS SHEET ONLY

SCHNEIDER
Land Surveying &

Planning, Inc.

P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

Project: 2563FF6EASE2

Survey Date: 5/3/2023

Sheet: 1 of 1

RECORDER'S INDEX

LOCATION: PART OF OF LOT 1 OF YOEMAN'S 3RD ADDITION, CITY OF MONTICELLO, JONES COUNTY, IOWA AND PART OF PARCEL 2018-50, AS ILLUSTRATED ON A PLAT OF SURVEY FILED JULY 31, 2018, AS INSTRUMENT #2018-2037 IN THE OFFICE OF THE RECORDER OF JONES COUNTY, IOWA

REQUESTOR: HIGHLAND CORP
PROPRIETOR: THOMAS W. YOEMAN AND
DIANE R. SCHAFFER YOEMAN

SURVEYOR: DAVID P. SCHNEIDER
SURVEYOR SCHNEIDER LAND SURVEYING
COMPANY: AND PLANNING, INC.

RETURN TO: DAVID P. SCHNEIDER
P.O. BOX 128 FARLEY, IOWA
Ph#563-744-3631 daves@yousq.net

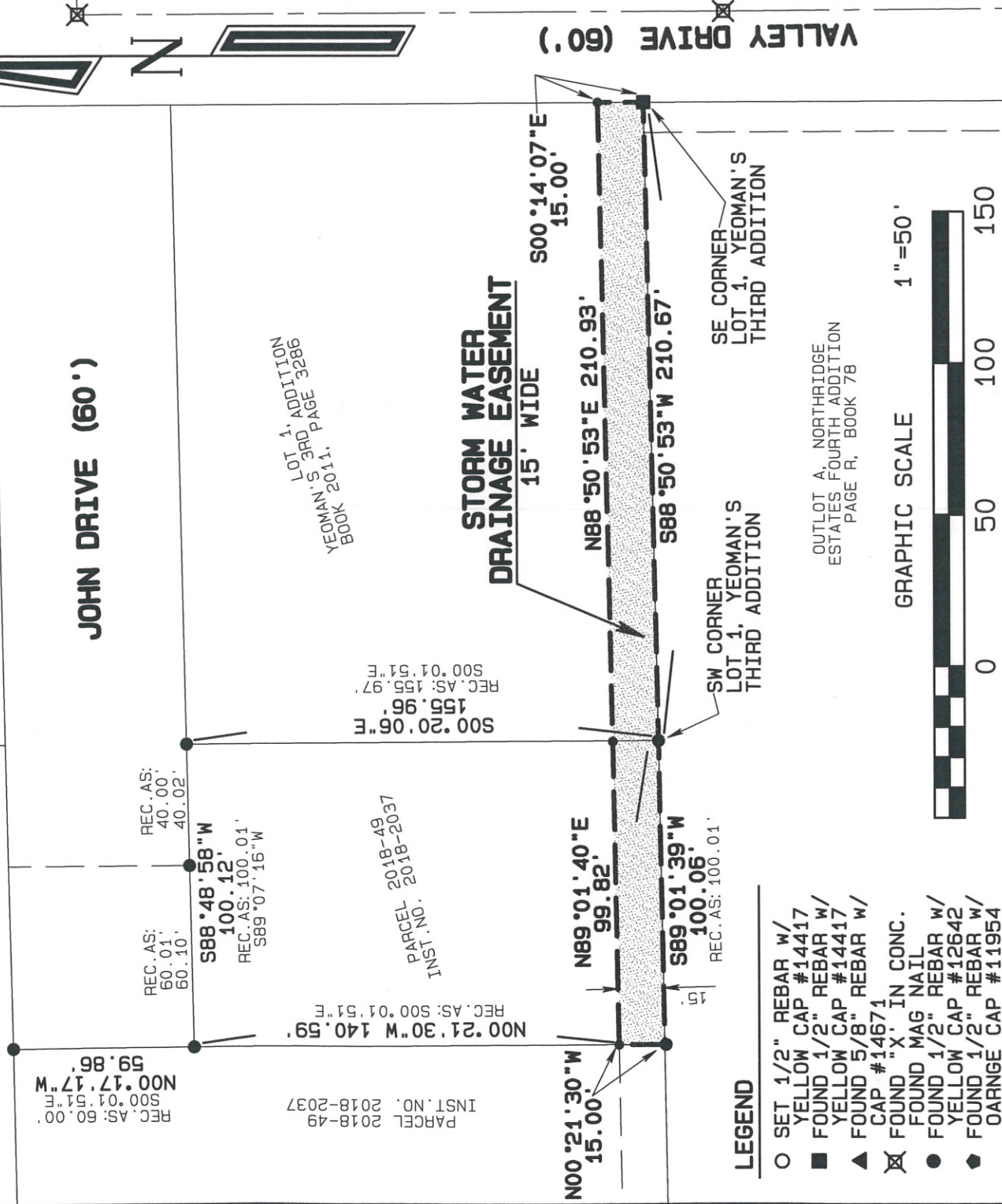
EXHIBIT A

PLAT OF STORM WATER DRAINAGE EASEMENT

PART OF OF LOT 1 OF YOEMAN'S 3RD ADDITION, CITY OF MONTICELLO, JONES COUNTY, IOWA AND PART OF PARCEL 2018-50, AS ILLUSTRATED ON A PLAT OF SURVEY FILED JULY 31, 2018, AS INSTRUMENT #2018-2037 IN THE OFFICE OF THE RECORDER OF JONES COUNTY, IOWA

DESCRIPTION - STORM WATER DRAINAGE EASEMENT:

THE SOUTH 15 FEET OF LOT 1 OF YOEMAN'S 3RD ADDITION, CITY OF MONTICELLO, JONES COUNTY, IOWA AND THE SOUTH 15 FEET OF PARCEL 2018-50, AS ILLUSTRATED ON A PLAT OF SURVEY FILED JULY 31, 2018, AS INSTRUMENT #2018-2037 IN THE OFFICE OF THE RECORDER OF JONES COUNTY, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

David P. Schneider Date: 5/25/2023
David P. Schneider P.L.S. P14417
My license renewal date is December 31, 2023.

Pages or sheets covered by this seal: THIS SHEET ONLY

SCHNEIDER
Land Surveying &

Planning, Inc.

P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

Project: 2563FP6EASE

Survey Date: 5/3/2023

Sheet: 1 of 1

RECORDER'S INDEX

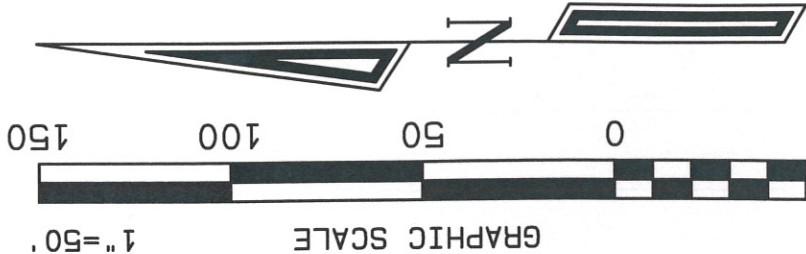
LOCATION: PART OF THE SOUTH 330' OF THE WEST 710' OF THE SW1/4 OF THE SW1/4 OF SEC.16, T86N, R3W OF THE 5th P.M.; PART OF THE WEST 84.5' OF THE EAST 566.82' AND PART OF THE WEST 30' OF THE EAST 482.32' OF LOT 12 IN INDUSTRIAL PARK THIRD ADDITION, TO THE CITY OF MONTICELLO; ALL IN JONES COUNTY, IOWA

REQUESTOR: HIGHLAND CORP
PROPRIETOR: ROBERT F. SHIMANEK AND ALICE M. SHIMANEK
SURVEYOR: DAVID P. SCHNEIDER
COMPANY: SCHNEIDER LAND SURVEYING AND PLANNING, INC.
RETURN TO: DAVID P. SCHNEIDER
P.O. BOX 128 FARLEY, IOWA
Ph#563-744-3631 davesyouusq.net

EXHIBIT A

PLAT OF STORM WATER DRAINAGE EASEMENT

THE NORTH 15 FEET OF THE EAST 39.81 FEET OF THE SOUTH 330 FEET OF THE WEST 710 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 86 NORTH, RANGE 3 WEST OF THE 5th P.M.; JONES COUNTY, IOWA; AND THE NORTH 15 FEET OF THE WEST 84.5 FEET OF THE EAST 566.82 FEET AND THE NORTH 15 FEET OF THE WEST 30 FEET OF THE EAST 482.32 FEET OF LOT 12 IN INDUSTRIAL PARK THIRD ADDITION TO THE CITY OF MONTICELLO, JONES COUNTY, IOWA



SURVEY DESCRIPTION-
STORM WATER DRAINAGE EASEMENT:

THE NORTH 15 FEET OF THE EAST 39.81 FEET OF THE SOUTH 330 FEET OF THE WEST 710 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 86 NORTH, RANGE 3 WEST OF THE 5th P.M.; JONES COUNTY, IOWA; AND THE NORTH 15 FEET OF THE WEST 84.5 FEET OF THE EAST 566.82 FEET AND THE NORTH 15 FEET OF THE WEST 30 FEET OF THE EAST 482.32 FEET OF LOT 12 IN INDUSTRIAL PARK THIRD ADDITION TO THE CITY OF MONTICELLO, JONES COUNTY, IOWA

LEGEND

- SET 1/2" REBAR w/ YELLOW CAP #14417
- FOUND 1/2" REBAR w/ YELLOW CAP #14417
- ▲ FOUND 5/8" REBAR w/ CAP #14671
- ✕ FOUND "X" IN CONC.
- FOUND 1/2" REBAR w/ YELLOW CAP #12642
- ◆ FOUND 1/2" REBAR w/ ORANGE CAP #11954

LOT 7, HIGHTS
MAQUOKETA ADDITION
ESTATES ADDITION 125
PLAT BOOK L, PAGE 125

STORM WATER
DRAINAGE EASEMENT
15' WIDE

NW CORNER
OUTLOT A,
NORTHBRIDGE ESTATES
FOURTH ADDITION

N00°50'49"W 15.00'
N88°42'05"E 154.18'
S88°42'04"W 154.02'
S89°01'39"W 141.65'
500°14'07"E 15.00'

SOUTH 330' OF THE WEST 710' OF SW1/4, T86N, R3W SEC.16,

WEST 84.5' OF THE EAST 566.82' OF LOT 12 PARK OF TRIAL PARK INDUSTRIAL PARK THIRD ADDITION 2000 FILED AUGUST 8, 2021 DOC. #2000 2421

WEST 30' OF THE EAST 482.32' OF LOT 12 INDUSTRIAL PARK THIRD ADDITION FILED JULY 10, 2002 DOC. #2002 2521



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

David P. Schneider 5/25/2023
Date: 5/25/2023

David P. Schneider P.L.S. P14417

My license renewal date is December 31, 2023.

Pages or sheets covered by this seal: THIS SHEET ONLY

SCHNEIDER
Land Surveying
&

Planning, Inc.

P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
davesyouusq.net

Project: 2563FP6EASE

Survey Date: 5/3/2023

Sheet: 1 of 1

City Council Meeting
Prep. Date: 7/10/2023
Preparer: Britt Smith



Agenda Item: # 4
Agenda Date: 7/17/2023

Communication Page

Agenda Items Description: Motion to approve the temporary road closure for a Chamber and Private Business event for Uptown Summer Nights.

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Approval of the temporary road closure of West First Street from its intersection of Cedar Street to Chestnut Street along with Farley Street at its intersection with First Street on Friday August 11th, 2023 from 4pm to 11pm.

Background Information: The Monticello Chamber will be relocating its “Uptown Summer Nights” event from the Pocket Park to the 100 block of West First Street to attempt to showcase the “old depot” park area on Friday August 11th, 2023 from 5 to 8pm. In moving this event, they are requesting Council Approval to conduct a road closure of West First Street from its intersection at Cedar Street to Chestnut Street. After the “Uptown Summer Nights” is completed at 8pm, The Tap at the Market is requesting to continue the event from 8pm to 11pm with the band, Boy Scout Hippies, which will continue to be set up in the street. This approval of the road closure is independent of their respective liquor licenses. Traffic passing through the 100 block of West First Street will be rerouted over 2nd Street and across on Chestnut. The Police Department will provide for detour signage and placement of the signage, along with coordinating the delivery and placement of the road closure barricades.

Staff Recommendation: I recommend that the Council consider the approval for the road closure and provide staff with authorization to provide assistance and rerouting of traffic.

City Council Meeting
Prep. Date: 7/10/2023
Preparer: Sally Hinrichsen



Agenda Item: # 5
Agenda Date: 7/17/2023

Communication Page

Agenda Items Description: Motion to approve Glass Tap LLC (Market at the Tap) outdoor service permit for location on West First Street

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Approval of Glass Tap LLC (Market at the Tap) outdoor service license for location on West First Street. Contingent that the Council approve prior agenda item for the temporary road closure of West First Street from its intersection of Cedar Street to Chestnut Street along with Farley Street at its intersection with First Street on Friday August 11th, 2023 from 4pm to 11pm.

Background Information: The Monticello Chamber will be relocating its “Uptown Summer Nights” event from the Pocket Park to the 100 block of West First Street to attempt to showcase the “old depot” park area on Friday August 11th, 2023 from 5 to 8pm. In moving this event, they are requesting Council Approval to conduct a road closure of West First Street from its intersection at Cedar Street to Chestnut Street. After the “Uptown Summer Nights” is completed at 8pm, The Tap at the Market is requesting to continue the event from 8pm to 11pm with the band, Boy Scout Hippies, which will continue to be set up in the street.

Staff Recommendation: I recommend that the Council consider the approval of Glass Tap LLC (Market at the Tap) outdoor service license for location on West First Street, contingent that Council approved the road closure.

City Council Meeting
Prep. Date: 07/13/2023
Preparer: Russell Farnum



Agenda Item: # 6
Agenda Date: 07/17/2023

Communication Page

Agenda Items Description: Discussion and Possible Motion on Fence at Jacobs Park

Type of Action Requested: Motion

Attachments & Enclosures:

Letter from Diane Flannagan
Summary of Fence Laws

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis:

In an effort to clean up the area and allow Monk's to mow right to the property line, volunteers and neighbors cleaned up brush, cut down scrub trees, and removed a decrepit fence along the west boundary of Jacobs Park. The old fence was substantially deteriorated, overgrown with brush, and needed serious maintenance if not replacement.

The neighboring property owner, Diane Flannagan, wants the fence replaced to keep children from running into her farm field. State laws are clear about fence replacements, and the City is obligated to share in the cost.

Mrs. Flannagan has provided an estimate of \$2878 for a similar fence, so the City's share of the cost would be \$1439.

While not expensive, I question the need to replace the fence at all. Panther Park (at Shannon Elementary) is adjacent to corn fields, and there has never been an issue with children running the fields. Another concern is, if the City shares in the cost of replacing this fence, what would happen with the other 19 neighboring home owners? Is the City going to share the cost of all the fences in their back yards, too, to keep children from running onto their land?

Unfortunately, the State doesn't provide a choice. I've attached a short piece that summarizes State fence codes.

Recommendation: Council discussion is requested, per Mrs. Flannagan. The City Council should approve the fence replacement, pursuant to the specs provided, with the condition that no barbed wire or electric fencing be added, now or in the future.

January 2008
- by Roger McEowen*

Overview

Issues involving partition fences are the cause of many disputes between Iowa landowners. Partition fences mark property boundaries between adjacent landowners. Iowa has numerous statutes which govern fencing matters. This article addresses the major areas of contention.

Where Is a Fence to Be Built?

A partition fence is to be built on the property line between adjacent tracts of land.¹ This rule applies to both agricultural land and land within a city. Because Iowa has a specific statute addressing partition fence location, a local ordinance requiring fences to be located any place other than on the property line is unenforceable.²

Is there a Duty to Erect and Maintain Fences?

In Iowa, with one exception,³ a landowner does not have a legal duty to build a partition fence. However, a landowner can be compelled to contribute to the creation or maintenance of a partition fence upon the written request of an adjacent owner.⁴ A landowner can also be compelled to build or maintain a partition fence on the basis of an agreement – such as utilization of the “right-hand rule.” That’s an informal arrangement by which the landowners face one another at the mid-point of the fence and agree to maintain their share of the fence to their respective right-hand sides.

For a written fence agreement that details the allocation of fence maintenance and/or

construction, two options exist: (1) adjacent owners can enter into a written agreement, or (2) adjacent owners can request an order from the fence-viewers (township trustees) allocating responsibility between the parties.

The use of a written fence agreement worked out by adjacent owners is often overlooked, but Iowa law does allow owners of adjoining parcels to file an agreement with the county recorder of deeds to make an agreement binding.⁵ Such an agreement, upon recordation, is binding upon the original parties, their heirs and subsequent owners. If adjacent owners cannot come to a mutual agreement, however, the township trustees (acting in their capacity as fence viewers) can be called upon to settle the dispute. State law specifically authorizes township trustees, acting as fence viewers⁶, to decide partition fence controversies and render opinions that will be binding upon current and subsequent owners.⁷

The Fence Dispute Resolution Process

If the statutory process for resolving fence disputes is invoked, a four-step process is involved:

- **Step 1** - the complaining landowner must make a written request to the other landowner for the erection of a fence.
- **Step 2** - if Step 1 does not resolve the matter, the complaining landowner must make a formal request to the township trustees to resolve the dispute.⁸

- **Step 3** - the trustees must give five days written notice to all adjoining landowners that are liable for the erection or maintenance of the partition fence concerning time and place of the hearing.⁹
- **Step 4** - the fence viewers meet and issue a written order that allocates responsibility for maintenance or erection of the partition fence.¹⁰

The fence viewers are to divide responsibility for building and maintaining partition fences equally between the parties regardless of which party gains primary benefit from the fence construction.¹¹ As mentioned above, the decision of the fence viewers is binding. However, a landowner can appeal to the local district court by filing a notice of appeal within 20 days after the fence viewers render their decision, and filing an appeal bond.¹²

Absent an appeal, landowners must construct or maintain their assigned portion of fence as decided by the fence viewers. If a party fails to comply with the decision of the fence viewers,¹³ disaffected landowners can request that the fence viewers build or maintain the fence. But, the party (or parties) requesting the fence viewers to do so must pay a deposit to cover the fence building expense, which will be reimbursed upon collection from the party in default.¹⁴ When the fence work is completed, the landowner in default will have ten days to make the required payments. If payment is not made, the amount will be assessed as property taxes on the disputed property.¹⁵

What kind of fence can be required?

Iowa law generally requires the erection of a “legal” fence. Several options qualify as legal fence under Iowa law: rails, boards, or most commonly— three barbed wires.¹⁶ If a landowner pastures sheep or swine, a fence can also be required to be tight.¹⁷ A tight fence requires the landowner to add woven wires to the partition fence to restrain sheep and swine.¹⁸

Partition fences and livestock owners

Iowa is a common-law, fence-in jurisdiction. This means that a farmer has a responsibility to fence in their own livestock. Iowa does, however, follow a conditional fence- out theory. Thus, if an animal escapes as a consequence of negligent fence maintenance by adjacent landowners, the neighboring landowner will not be able to recover damages to their property by the trespassing animal.¹⁹ Essentially, Iowa places a duty on the non-livestock owner to maintain their portion of the fence and limits the overall reach of the “fence-in” theory. As noted above, adjacent landowners are equally responsible for building and maintaining partition fences.

Livestock owners must fence and control animals under their care. A livestock owner is liable for the damages caused by their trespassing animals if the trespass is caused by the owner’s negligence.²⁰ The concept of “distrain” may also come into play. Distrain allows a person to take possession of trespassing livestock until the costs of distrain (e.g., the cost of keeping and caring for the livestock and any damages that they caused) are paid.²¹

A livestock owner may also be liable for damages to third parties, such as motorists who suffer harm from trespassing animals. In Iowa, a common law duty exists to prevent animals from entering a public roadway despite the fact the formal fence-in statute was repealed in 1994.²² As a result, a livestock owner has a duty of ordinary care to prevent injuries and is liable to the extent that injuries were reasonable foreseeable. For example, in a 2004 Iowa Supreme Court opinion, a ranch failed to inspect the fence and take precautions necessary to protect motorists from stray horses.²³ The ranch argued that the statutory repeal of the fence-in requirement relived them of this responsibility.²⁴ The Court disagreed, and noted that the common law imposed a duty of reasonable care upon livestock owners to restrain livestock.²⁵

Adjacent landowners also may bear liability for livestock if a trespass results from negligent maintenance of partition fence.²⁶ If a legal duty to construct a fence does not exist, adjacent landowners will not incur liability.²⁷ When a legal duty to maintain legal fence exists from a written agreement or order of the fence viewers, negligence by an adjacent landowner can lead to liability for damage to third parties.²⁸ If both parties, however,

fail to maintain a fence and a third party is injured, negligence will be a jury question. In lease situations, Iowa courts have held that landlords bear no responsibility for damage caused by a tenant's livestock.²⁹

Under Iowa law, a "habitual trespass" occurs when livestock escape their enclosure at least three times in a 12-month period and trespass onto the same neighboring landowner or the same public road each time.³⁰ In that event, the local government may (either on its own initiative or upon receipt of a complaint) make a finding as to whether a habitual trespass has occurred. If so, the disaffected neighboring landowner can make written request of the livestock owner that the livestock owner build a fence. If such a fence is not built within 30 days of receiving the request, the matter can be submitted to the fence viewers. The neighboring landowner is not liable for building or maintaining the fence unless the neighboring landowner is an adjacent landowner.

What if a fence has been improperly located?

If it is discovered that a fence has been improperly located, but it has been treated as the boundary by the adjacent owners landowners there may be a strong interest in allowing the fence to remain in its current position. Iowa law recognizes this fact and allows a misplaced fence to continue to serve as the legal boundary between adjacent landowners – irrespective of what a subsequent survey may indicate is the actual true boundary. In Iowa, once a fence has been utilized as the boundary for a period of 10 years, the fence can establish the boundary even though a later survey indicates the fence is not on the surveyed line.³¹ This concept is known as a "boundary by acquiescence." The adjacent owners didn't know where the true property line was, but simply acquiesced in the existing fence line as the actual boundary by either farming or grazing cattle up to the fence. Once a court determines that, based on the evidence, the fence has been treated as a boundary for 10 years, the fence becomes the true boundary.³²

A similar concept is where a misplaced fence can become the true boundary under via a prescriptive easement (by prescription). A prescriptive easement can arise when the adjacent owners know where the true boundary is, know that the existing fence is not on the line, but continue to use the

fence as the property line. In that situation, one of the adjacent owners is actually allowing the other adjacent owner to use some of their property that they wouldn't otherwise be able to use if the fence were in the correct location. The party that is benefitting from the misplaced fence can establish a prescriptive easement by showing that they have openly and notoriously possessed the land, adversely under a claim of right, and have had continuous and exclusive use for the statutory period (10 years).³³

Open and notorious possession requires that a landowner have used the property in a similar as fashion as the true owner, which is established by acts such as improving or maintaining the land.³⁴ That possession be adverse and under a claim means that the landowner has made an innocent mistake in locating the boundary and had believed that the fence was on the proper location when erected.³⁵ Continuous use for the statutory period requires that a landowner's use has not interrupted by another party for the statutory period – 10 years.³⁶ Exclusive use by the landowner claiming the easement is not required, as "mere casual intrusion by others on the property" does not invalidate the continuity required for a prescriptive easement to be established.³⁷ If these elements are established, the fence will continue to serve as the border between landowners as a result of a prescriptive easement.

Constitutional issues

In recent years, the constitutionality of requiring a landowner to erect and maintain partition fencing has been questioned. As the trend towards a more urban society continues, the validity of fencing statutes will likely be challenged on a more frequent basis. Some states have formally taken the position that compelling a property owner that does not own livestock to contribute to the erection or maintenance of a fence is unconstitutional (on Fifth Amendment grounds as a taking of private property without "just compensation").³⁸ However, Iowa has not taken this view.³⁹ The Iowa Supreme Court has held it constitutional to require landowners to share in the expense of creating a partition fence. In a 1995 case, an urban resident complained that requiring contribution for a fence which provided him no benefit was unconstitutional. But, the Court disagreed, noting that Iowa is an agricultural state,

and that the burden on the non-livestock owner was minimal.

Conclusion

The old maxim remains true – “Good fences make good neighbors.” So, to avoid fencing disputes, the best practice is to maintain communication with neighbors. But it is also helpful to have an understanding of the basic principles of Iowa fence law. It is also helpful to remember that many potential conflicts can be resolved in advance through written fence agreements between the parties. If that approach doesn’t work, the fence viewers can be called upon to make a decision. Regardless of which method is used, it is apparent that fences will continue to aid the agricultural interests of Iowa for the foreseeable future.

*Leonard Dolezal Professor in Agricultural Law, Iowa State University, Ames, Iowa, and Director of the ISU Center for Agricultural Law and Taxation. Member of the IA, KS and NE Bars.

¹ IOWA CODE § 359A.16.

² See, e.g., *Gravert v. Nebergall*, 539 N.W.2d 184 (Iowa 1995)(local home rule does not pre-empt a specific state statute relating to fences; agricultural land immaterial).

³ See IOWA CODE §169C.6 (2007).

⁴ IOWA CODE § 359A.1A (2006).

⁵ IOWA CODE § 359A.13 (2006).

⁶ IOWA CODE §359.17.

⁷ IOWA CODE § 359A.3 (2006).

⁸ *Id.*

⁹ *Id.*

¹⁰ IOWA CODE § 359.A4 (2006).

¹¹ See *Duncalf v. Ritscher Farms, Inc.*, 627 N.W.2d 906 (Iowa 2001).

¹² IOWA CODE § 359A.23 (2006).

¹³ The parties must complete the fence work within the timeframe established by the fence viewers in their decision. Default occurs if a responsible party does not complete assigned work within 30 days of the completion date established by the fence viewers.

¹⁴ IOWA CODE § 359A.4 (2006).

¹⁵ IOWA CODE § 359A.6 (2006).

¹⁶ IOWA CODE § 359A.18 (2006).

¹⁷ IOWA CODE § 359A.21 (2006).

¹⁸ IOWA CODE § 359A.20 (2006).

¹⁹ *Noble v. Chase*, 60 Iowa 261, 14 N.W. 299 (1882).

²⁰ IOWA CODE § 169C.4 (2006).

²¹ IOWA CODE § 169.C1 (2006).

²² See, e.g., *Klobnak v. Wildwood Hills, Inc.*, 688 N.W.2d 799 (Iowa 2004).

²³ *Id.*

²⁴ *Id.*

²⁵ *Id.*

²⁶ *Mossman v. Amana Society*, 494 N.W.2d 676 (Iowa 1993).

²⁷ *Jacobs v. Stover*, 243 N.W.2d 642 (Iowa 1976).

²⁸ See, e.g., *Mossman v. Amana Society*, 494 N.W.2d 676 (Iowa 1993)(railroad liable for negligent care of fence, which lead calf to escape and injure motorist).

²⁹ *Byers v. Evans*, 436 N.W.2d 654 (Iowa Ct. App. 1988)(landlord had no duty to exercise control over fences constructed by tenant).

³⁰ IOWA CODE §169C.6 (2007).

³¹ IOWA CODE §650.6 (2006).

³² IOWA CODE § 650.14. See also *Heer v. Thola*, 613 N.W.2d 558 (Iowa 2000) (establishment of title via acquiescence occurs upon court finding that particular boundary has been acquiesced in for statutory period); *Lucas v. Forrester*, No. 6-688/05-1847, 2007 Iowa App. LEXIS 192 (Iowa Ct. App. Feb. 28, 2007)(same); *Feldmann v. Ostwinkle*, No. 05-1157, 2006 Iowa App. LEXIS 196 (Iowa Ct. App. Mar. 1, 2006) (same); *Post v. Barnette*, No. 7-506/07-0097, 2007 Iowa App. LEXIS 1219 (Iowa Ct. App. Nov. 15, 2007) (plaintiff failed to establish by clear evidence the location of a “definite line” required to find a boundary pursuant to Iowa Code §650.14).

³³ IOWA CODE § 564.1 (2006).

³⁴ See, e.g., *Johnson v. Kaster*, 637 N.W.2d 174, 179 (Iowa 2001).

³⁵ *Collins Trust v. Alamakee County Bd. of Supervisors*, 599 N.W.2d 460 (Iowa 1999).

³⁶ IOWA CODE § 564.1 (2006).

³⁷ *Johnson v. Kaster*, 637 N.W.2d 174 (Iowa 2001).

³⁸ *Choquette v. Perrault*, 153 Vt. 45, 589 A.2d 455 (1989)(requiring non-livestock owners to build and maintain fences constituted a compensable taking under the Fifth Amendment).

³⁹ *Gravert v. Nebergall*, 539 N.W.2d 184 (Iowa 1995).

July 17, 2023

Jacobs Park / Flannagan fence

History:

This property has been in our family for about 100 years. It has always been agricultural land. There was a fence between our property and what is now Jacob's park. The fence had deteriorated over the years but there were posts, barbed wire, and brush that was a barrier to the park.

Cancer: This spring the city of Monticello cleaned up the fence line. That was done without our knowledge. We have in the past not had a problem with children coming into the field but now I have a great concern that without any barrier it would be very easy for children to run onto our property. They get distracted easily and could be chasing a ball. The field is only feet away from the batter's cage and runs the length of Jacob's park from north to south. We have the field rented for corn so there is big machinery in there from time to time. My concern is that a child could be hurt. The machinery is large and it would be hard to see a small child. I am concerned about my liability and yours.

Request: I am requesting that the city of Monticello cost share the replacement cost of the fence. It is approximately 350 feet. The estimate for a 4 foot high woven wire fence with a single strand towards the top of the posts is \$2,878. I am providing you with the estimate from Heier fencing. Your half of this would be money well spent.

Diane Flannagan
804 West First St
Monticello, IA

FORMAL REQUEST

July 17, 2023

To: The City of Monticello
From: Diane Flannagan
804 W 1st. St

Concerning: Jacob's park

This spring the city, without my knowledge, cleaned up the fence line between our property and the west side of Jacob's park. The fence line had posts,, barbed wire, and brush that had been an effective barrier between our properties.. The park is right beside a corn field with the batter's cage only feet away from the field. I am concerned about a child running into the field and getting injured. There will be large equipment in there and it would be almost impossible to see if a child were to dart into the field to get a ball or was just curious and walked in there.

I am requesting that the. City of Monticello cost share the fence replacement. I have an estimate from Heier Fencing for 350 feet of 4 foot high woven wire with with a single strand towards the top of the posts. The estimated cost is \$2,878. I have attached the estimate.
Diane Flannagan

Hejar Fencing and Supply, Inc.

13975 Ryan RD
Peosta, IA 52068

Phone No. 563-557-1904

Estimate

Date	Estimate #
6/22/2023	694829

Name / Address
Dave Flannagan 804 W 1st St Monticello, IA 52310

Customer Phone
319-480-3027

Terms	
Exempt Cert date	
P.O. No.	

Item #	Description	Qty	U/M	Cost	Total
	350' woven 2 Steel 1 wood at 12'	350	FT	7.00	2,450.00
	4 brace setups	4	EA	100.00	400.00

Subtotal		\$2,850.00
Sales Tax (7.0%)		\$28.00
Total		\$2,878.00

Pricing is valid for 30 days from date of estimate. After 30 days project will need to be requested.

City Council Meeting
Prep. Date: 7/12/2023
Preparer: Sally Hinrichsen



Agenda Item: # 7-15
Agenda Date: 7/17/2023

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:

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