

Note meeting moved to Tuesday, September 19th

City of Monticello, Iowa

www.ci.monticello.ia.us

Posted on September 14, 2023 at 1:00 p.m.

Monticello City Council Meeting Tuesday, September 19, 2023 at 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	September	05, 2023	,
Approval of Payroll	September	07, 2023	
Approval of Bill List			

Appeal Hearing:

1. **Appeal Hearing** on Order to Remove Krystina Lafler's dogs due to incident on September 10, 2023
2. **Motion** regarding the Order to Remove Krystina Lafler's dogs due to incident on September 10, 2023

Resolutions:

3. **Resolution** Approving and Levying an Assessment for 402 South Linden Street for Curb Stop Repairs
4. **Resolution** Setting Date for Public Hearing on Designation of the Expanded Monticello Urban Renewal Area and on Urban Renewal Plan Amendment
5. **Resolution** Approval of Kluesner Construction crack and joint sealing bid
6. **Resolution** Approving Change Order #4 in the decreased amount of \$450.00, submitted by Boomerang related to the Monticello Airport Taxiway Connector Project
7. **Resolution** Approving Pay Request #5 related to the Monticello Airport Taxiway Connector project, to Boomerang in the amount of \$159,085.06
8. **Resolution** to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Wastewater Treatment Facility Improvements Project, and the taking of bids therefor

Motions:

9. **Discussion and Possible Motion** on acknowledging the receipt the of the FY 2022 annual audit
10. **Discussion and Possible Motion** on Monticello Main Street request for permission to do a mural on the steps behind Community Building
11. **Discussion and Possible Motion** on fiber optic markers installation requirements
12. **Discussion and Possible Motion** on Street and ROW Utility Permits
13. **Discussion and Possible Motion** approving sidewalk bids at Austin Smith Playground

Reports / Potential Actions:

14. City Engineer
15. Mayor
16. City Administrator
17. Public Works Director
18. Police Chief

19. Water/Wastewater Superintendent
20. Park and Recreation Director
21. Library Director
22. City Clerk

Executive Sessions:

23. **Executive Session** To discuss a real estate transaction pursuant to Iowa Code Section 21.5(1)(j)
24. **Discussion and Possible Motion** related to real estate transaction

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: September 19, 2023 Council Meeting
Time: Sep 19, 2023 06:00 PM Central Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/85314913328>

Meeting ID: 853 1491 3328

One tap mobile
+16465588656,,85314913328# US (New York)
+16469313860,,85314913328# US

Dial by your location

- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 253 205 0468 US
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US

Find your local number: <https://us02web.zoom.us/j/85314913328>

Regular Council Meeting
September 5, 2023 – 6:00 P.M.
Community Media Center

Mayor David Goedken called the meeting to order. Council present were: Candy Langerman, Wayne Peach, Scott Brighton, Tom Yeoman and Brenda Hanken. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Water/Wastewater Superintendent Jim Tjaden, Library Director Faith Brehm, Park and Rec Director Jacob Oswald, Police Chief Britt Smith, and Public Works Director Nick Kahler. Council member Chris Lux was absent. 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, moving item #5 to first item. Peach seconded, roll call was unanimous.

Jacki Jacobs, 205 North Chestnut, voiced concerns on the work the cable companies are doing in town and felt they are doing a terrible job. She is also upset about the 3-foot pole put in her yard, which she was advised was needed to locate the cable line. Mayor Goedken felt it was uncalled for to have the poles above ground and objected to having around 200 of them around town, with some located by curb and others by the sidewalk. Ben McDermott, with Cascade Communications, advised if their contractor damaged property, they will go back and will work with the property owners. McDermott advised the orange markers, are to locate the station when the ground is frozen or covered with snow. Goedken advised Comelec installed some of the green boxes on private property and not in the right-of-way. Brighton felt the contractor needs to be made aware that they should not install any more orange markers.

Brian Wolken, 321 East Third, stated the City needs the cable fiber in town and similar work was done a few years ago to run fiber to the fairgrounds. At that time, he didn’t like the orange poles but now he doesn’t notice them as much.

Steve Hanken, 823 South Main, felt the gravel being used is crazy. It needs to be in the holes and not all over the roadways, sidewalks and grass. He doesn’t want a mess in his yard from them installing cable.

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

Farnum advised P & Z Board met and recommended approval of the Theisen’s site plan, with the conditions in the resolution and adding four (4) trees on Maple Street frontage. Chris Thiesen and their contractor were present at the meeting. Chris Thiesen felt there was a good working relationship with Farnum, city staff and P & Z Board. They are hoping to close on the school property by the end of this month. Langerman moved to approve Resolution #2023-123 To Approve Theisen’s Home Farm Auto Site Plan, Hanken seconded, roll call unanimous.

Regular Council Meeting
September 5, 2023

Peach moved to approve Resolution #2023-122 Approving and Levying an Assessment for 402 South Linden Street for Sidewalk Repairs, at the interest rate of 4%, seconded by Langerman, roll call unanimous.

Yeoman moved to approve Resolution #2023-124 Approving Plat of Survey to Parcel 2023-20 for Property at 21993 Business Highway 151. Brighton seconded, roll call unanimous.

Langerman moved to approve Resolution #2023-125 To approve the hiring a Monticello Ambulance Full-Time Paramedic and a Monticello Ambulance Part-Time Paramedic and setting wage, Hanken seconded, roll call unanimous.

Oswald stated the Monticello School has an On-the-Job Training program, which is paid positions for students to do, working up to 15 hours per week. Langerman moved to approve Resolution #2023-126 To approve hiring an On-the-Job Training/Seasonal PT employee for Public Works/Parks and Rec and setting wage, Yeoman seconded, roll call was all ayes, except Hanken who voted nay.

Langerman moved to schedule Trick or Treat Night and hours for Tuesday, October 31, 2023 from 6:00 PM to 8:00 PM, seconded by Brighton, roll call was all ayes, except Hanken who voted nay.

Kahler advised that both Cascade Communications and Comelec are hydro boring with a lot of holes in the streets and sidewalks around town. Kahler asked both contractors to stop patching the holes until Council discussed and they agreed to do what the Council requests. Ben McDermott advised that they usually pin the concrete and have a one year warranty. McDermott felt it was a waste of good concrete to require a 8' X 8' panel be removed. After much discussion, Hanken moved to require compaction of the hole, with a minimum 2' X 2' square be replaced for each hole cut, with either fiberglass or epoxy rods on all four sides. Work is to be inspected by Kahler prior to pouring the concrete. Langerman seconded, roll call unanimous.

After discussion of the school Homecoming parade at 6:00 PM and events that follow on September 18th, Brighton moved to move the September 18th Council meeting to Tuesday, September 19th at 6:00 PM, so they could support the school. Hanken seconded, roll call unanimous.

Goedken advised he received numerous calls on the cable installation and people are not happy.

Farnum advised the airport project is near completion and the Theisen's project is one step closer to being completed.

Farnum advised that Oswald received the Iowa Foundation for Park & Recreation Fellowship Award and they will pay up to \$2,000 for his travel, lodging and conference registration for the National Park and Recreation Conference in Dallas, Texas, in October.

Tjaden reported the water valve located at 5th and Gill Streets is leaking and was looking for direction on possibly replacing the fire hydrant. The water main at the top of Gill Street hill is a 8-inch main, then goes to 6-inch and then to a 4-inch main where the fire hydrant is located. They no longer make a two-hole fire hydrant to replace the existing hydrant. They could install a fire hydrant with a steamer (5-inch opening), however they would not be able to use it, as the water main is only a 4-inch main. Tjaden will look into options and bring back to Council.

Oswald advised it was a very busy pool season this year, with the hot dry weather. Fall sports have started. Trees are in and September 16th will be the tree planting day. Monti In Motion will be held on September 17th.

Brehm advised they have 4 new volunteers to shelf books, which frees up a lot of time for the staff to do other things. Brehm reported on other upcoming activities at the library.

Kahler advised Pelling was in town and did the sealcoating. They will be leaving the rock for about 4 weeks to be sure it is set well before sweeping up the rock. They are working on the leaf vac to prepare for leaf pickup. The manhole is completed at 6th and Pine Streets; however, the street will be repaired next year.

Hanken questioned the manholes on Pine and Brook streets and Kahler and Tjaden will look to see if a riser could be put on to raise it up.

Peach moved, Brighton seconded to go into closed session pursuant to Iowa Code 21.5 (1)(j) to discuss the purchase of real estate where the premature disclosure could be reasonably expected to increase the price the City would have to pay for said property. Roll call unanimous.

Peach moved, Langerman seconded to return to open session. Roll call unanimous. Yeoman moved, Peach seconded to authorize City Administrator to pursue purchase of Real Estate consistent with the terms and provisions discussed and directed during closed session, with any counter-offers and/or final purchase to be subject to formal approval by the City Council upon final execution of the purchase agreement. Roll call vote unanimous.

Peach moved to adjourn the meeting at 7:32 P.M.

David Goedken, Mayor

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - SEPTEMBER 7, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	August 21 - September 3, 2023				
Brian Bronemann	\$ 783.10	\$ -	0.00	0.00	\$ 649.10
Shelley Bronemann	48.00	-	0.00	0.00	41.30
Jamie Coleman	990.60	-	0.00	0.00	853.30
Mason Hanson	237.60	-	0.00	0.00	204.67
Ron Herman, Jr.	608.00	-	0.00	0.00	517.90
Jayna Koffron	1,792.00	-	0.00	0.00	1,357.80
Lori Lynch	3,065.92	707.52	0.00	0.00	2,050.80
Coletta Matson	4,092.00	1,980.00	0.00	0.00	2,558.81
Kody Miles	76.00	-	0.00	0.00	65.41
Chloe Mogensen	422.40	-	0.00	0.00	350.88
Mandy Norton	469.10	-	0.00	0.00	380.29
Kaleb Payne	2,032.00	-	0.00	0.00	1,596.96
Curtis Wyman	1,832.00	-	13.50	155.50	1,261.48
TOTAL AMBULANCE	\$ 16,448.72	\$ 2,687.52	13.50	155.50	\$ 11,888.70
CEMETERY	August 21 - September 3, 2023				
Dan McDonald	\$ 1,967.20	\$ -	0.00	0.00	\$ 1,444.70
Anthony Williams	600.00	-	0.00	0.00	545.95
TOTAL CEMETERY	\$ 2,567.20	\$ -	0.00	0.00	\$ 1,990.65
CITY HALL	August 21 - September 3, 2023				
Cheryl Clark	\$ 2,101.82	\$ 9.81	1.50	13.50	\$ 1,446.82
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	1,858.06	17.26	0.00	0.00	1,320.62
TOTAL CITY HALL	\$ 10,715.73	\$ 27.07	1.50	13.50	\$ 7,115.00
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	August 21 - September 3, 2023				
Faith Brehm	\$ 1,680.00	\$ -	0.00	0.00	\$ 1,278.80
Molli Hunter	1,243.20	-	0.00	0.00	980.61
Penny Schmit	1,476.01	-	0.00	0.00	894.08
TOTAL LIBRARY	\$ 4,399.21	\$ -	0.00	0.00	\$ 3,153.49
MBC	August 21 - September 3, 2023				
Keegan Arduser	\$ 1,523.08	\$ -	0.00	0.00	\$ 1,169.54
Jacob Oswald	2,413.27	-	0.00	0.00	1,820.93
TOTAL MBC	\$ 3,936.35	\$ -	0.00	0.00	\$ 2,990.47
POLICE	August 21 - September 3, 2023				
Zach Buehler	\$ 192.66	\$ -	0.00	0.00	\$ 165.97
Peter Fleming	2,847.50	-	0.00	3.00	1,956.01
Dawn Graver	2,783.20	-	0.00	0.00	2,020.07

PAYROLL - SEPTEMBER 7, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Erik Honda	3,058.00	152.06	9.00	15.00	2,271.14
Jordan Koos	2,927.44	-	9.00	32.25	1,973.48
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	3,674.40	510.46	0.00	0.00	2,626.71
TOTAL POLICE	\$ 20,556.03	\$ 662.52	18.00	50.25	\$ 14,808.07
ROAD USE	August 21 - September 3, 2023				
Zeb Bowser	\$ 1,927.21	\$ -	0.00	1.75	\$ 1,462.43
Jacob Gravel	1,927.21	-	0.00	0.00	1,413.39
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	\$ 8,239.09	\$ -	0.00	1.75	\$ 6,065.97
SEWER	August 19 - September 1, 2023				
Jim Tjaden	\$ 2,791.54	\$ -	0.00	0.00	\$ 2,036.17
TOTAL SEWER	\$ 2,791.54	\$ -	0.00	0.00	\$ 2,036.17
SWIMMING POOL	August 18 - 31, 2023				
Lydia Ahlrichs	\$ 132.00	\$ -	0.00	0.00	\$ 121.91
Kyle Arduser	42.50	-	0.00	0.00	39.24
Rylan Bertling	22.50	-	0.00	0.00	20.77
Allisen Capron	40.00	-	0.00	0.00	36.94
Marlee Chapman	114.00	-	0.00	0.00	105.28
Gabriella Donovan	82.50	-	0.00	# 0.00	76.18
Jill Flynn	1,106.00	-	0.00	0.00	1,021.39
Stella Flynn	246.00	-	0.00	0.00	227.18
Grant Gassman	135.00	-	0.00	0.00	124.67
Taylor Gassman	192.00	-	0.00	0.00	177.32
Ella Glawatz	39.00	-	0.00	0.00	36.01
Anicka Kahler	45.00	-	0.00	0.00	41.56
Karle Kramer	39.00	-	0.00	0.00	36.01
Carter Kuehler	82.50	-	0.00	0.00	76.18
Adalyn Monk	10.00	-	0.00	0.00	9.23
Ethan Ponder	102.00	-	0.00	0.00	94.20
Gage Rickels	105.00	-	0.00	0.00	96.97
Samantha Ruchti	51.00	-	0.00	0.00	47.10
Lake Schnoor	66.00	-	0.00	0.00	60.95
Mace Schnoor	78.00	-	0.00	0.00	72.03
Emma Schwendinger	310.50	-	0.00	0.00	286.75
Kendall Siebels	307.50	-	0.00	0.00	283.97
River Smith	240.00	-	0.00	0.00	221.64
Jessica Stadtmueller	87.00	-	0.00	0.00	80.35
Brock Westphal	102.00	-	0.00	0.00	94.20
Carter Willms	42.50	-	0.00	0.00	39.24
Abigail Wright	120.00	-	0.00	0.00	110.82
TOTAL SWIMMING POOL	\$ 3,939.50	\$ -	0.00	0.00	\$ 3,638.09
WATER	August 19 - September 1, 2023				
Scott Hagen	\$ 1,987.20	\$ -	3.00	6.00	\$ 1,563.63

PAYROLL - SEPTEMBER 7, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Josh Willms	1,987.20	-	0.38	3.38	1,465.11
TOTAL WATER	\$ 3,974.40	\$ -	3.38	9.38	\$ 3,028.74
TOTAL - ALL DEPTS.	\$ 78,127.77	\$ 3,377.11	36.38	230.38	\$ 57,222.16

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING		686.08		
BAKER PAPER CO INC	PD BUILDING SUPPLIES		61.62		
IOWA LAW ENFORCEMENT ACADEMY	PD MMPI-2 EVALUATION		150.00		
LYNCH DALLAS, P.C.	PD ATTORNEY FEES		109.00		
MONTICELLO COMM SCHOOL DISTRICT	PD FUEL		1,338.57		
MONTICELLO EXPRESS INC	PD SUPPLIES		301.00		
STANARD & ASSOCIATES INC	PD SUPPLIES		190.35		

	110 POLICE DEPARTMENT TOTAL		2,836.62		
STREET LIGHTS					
ALLIANT ENERGY-IES	335 N SYCAMORE STREETLIGHTS		102.16		

	230 STREET LIGHTS TOTAL		102.16		
AQUATIC CENTER					
FAREWAY STORES #840-1	POOL CONCESSIONS		35.58		
GRANT GASSMAN	POOL LIFEGUARD CERTIFICATION		239.05		
TAYLOR E GASSMAN	POOL SWIMSUIT		21.27		
STATE HYGIENIC LABORATORY	POOL LAB TEST		14.50		
MONTICELLO EXPRESS INC	POOL PAWTY ADVERTISING		90.00		

	440 AQUATIC CENTER TOTAL		400.40		
CEMETERY					
MONTICELLO COMM SCHOOL DISTRICT	CEMETERY FUEL		406.17		

	450 CEMETERY TOTAL		406.17		
SOLDIER'S MEMORIAL BOARD					
MEDIACOM	SLDR MEM TELEPHONE		19.75		

	498 SOLDIER'S MEMORIAL BOARD TOTAL		19.75		
CITY HALL/GENERAL BLDGS					
BRETT ADAMS	FOOD PERMIT REFUND		125.00		
LIZETH CARDONA	CH AUDIT DEPOSIT REFUND		1,000.00		
MEDIACOM	CH TELEPHONE		19.76		
MONTI HOME IMPROVEMENTS, INC.	CH BLDG REPAIR/MAINT		285.00		
MONTICELLO EXPRESS INC	CH ADVERTISING		1,167.68		

	650 CITY HALL/GENERAL BLDGS TOTAL		2,597.44		

	001 GENERAL TOTAL		6,362.54		
MONTICELLO BERNDES CENTER					
PARKS					
JESSIE AVALOS	MBC DAMAGE DEPOSIT REFUND		300.00		
CENTRAL IOWA DISTRIBUTING INC	MBC BUILDING SUPPLIES		463.00		
D&S PORTABLES, INC.	MBC PORT-A-POT RENTAL		400.00		
FAREWAY STORES #840-1	MBC CONCESSIONS		28.94		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
IOWA PARK & RECREATION ASSN	MBC CONFERENCE-OSWALD/ARDUSER		350.00		
STEVE MONK CONSTRUCTION	MBC MOWING CONTRACT		87.98		
MONTICELLO SPORTS	MBC VOLLEYBALLS		290.00		
NATIONAL RECREATION & PARK	MBC NRPA CONFERENCE - OSWALD		705.00		
SONYA SCHMIDT-FABER	MBC DANAGE DEPOSIT REFUND		200.00		
TCM BANK NA	MBC LEAGUE SUPPLIES		1,420.48		

	430 PARKS TOTAL		4,245.40		

	005 MONTICELLO BERNDES CENTER TOTAL		4,245.40		
MONTICELLO TREES FOREVER PUBLIC WORKS					
MONTICELLO EXPRESS INC	TREES FOREVER		202.50		

	299 PUBLIC WORKS TOTAL		202.50		

	014 MONTICELLO TREES FOREVER TOTAL		202.50		
FIRE					
FIRE					
JOHN DEERE FINANCIAL	FIRE BLDG REPAIR/MAINT		15.98		
KROMMINGA MOTORS INC	FIRE RANGER REPAIR/MAINT		1,050.07		
LAPORTE MOTOR SUPPLY	FIRE SUPPLIES		158.28		
MONTICELLO COMM SCHOOL DISTRICT	FIRE FUEL		192.19		
RADIO COMMUNICATIONS CO INC	FIRE RADIO & RADIO EQUIPMENT		1,422.58		

	150 FIRE TOTAL		2,839.10		

	015 FIRE TOTAL		2,839.10		
AMBULANCE					
AMBULANCE					
AARON'S AUTOMOTIVE LLC	AMB VEHICLE REPAIR/MAINT		36.40		
BAKER PAPER CO INC	AMB BUILDING SUPPLIES		61.62		
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES		470.21		
KLOCKE'S EMERGENCY VEHICLES	AMB EQUIP REPAIR/MAINT		103.07		
LAPORTE MOTOR SUPPLY	AMB VEHICLE REPAIR/MAINT		12.22		
DAVID B MCNEILL	AMB MEDICAL SUPPLIES		5.99		
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL		1,307.70		
STERICYCLE, INC.	AMB PHARMACEUTICAL DISPOSAL		79.35		

	160 AMBULANCE TOTAL		2,076.56		

	016 AMBULANCE TOTAL		2,076.56		
LIBRARY IMPROVEMENT LIBRARY					
PLAYAWAY PRODUCTS LLC	LIB IMP BOOKS		820.65		
TCM BANK NA	LIB IMP BOOKS		182.07		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	410 LIBRARY TOTAL		1,002.72		
	030 LIBRARY IMPROVEMENT TOTAL		1,002.72		
LIBRARY					
LIBRARY					
BAKER & TAYLOR BOOKS	LIB BOOKS		171.78		
CULLIGAN TOTAL WATER -	LIB BUILDING SUPPLIES		6.00		
MEDIACOM	LIB TELEPHONE		39.51		
MICRO MARKETING LLC	LIB AUDIO RECORDINGS		38.69		
TCM BANK NA	LIB BOOKS		635.05		
	410 LIBRARY TOTAL		891.03		
	041 LIBRARY TOTAL		891.03		
AIRPORT					
AIRPORT					
ALLIANT ENERGY-IES	20373 HWY 38 AIRPORT ELECTRIC		38.64		
ATR LIGHTING ENTERPRISES INC	AIRPORT GROUNDS SUPPLIES		287.36		
MCALEER WATER CONDITIONING INC	AIRPORT BUILDING SUPPLIES		52.60		
	280 AIRPORT TOTAL		378.60		
	046 AIRPORT TOTAL		378.60		
ROAD USE					
STREETS					
ACCENT CONCRETE LLC	RU STREET MAINTENANCE CONTRACT		3,429.98		
BEHREND'S CRUSHED STONE	RU STREET MAINTENANCE SUPPLIES		190.28		
CRESCENT ELECTRIC SUPPLY CO.	RU LIGHT SYSTEMS & STRUCTURES		8,618.00		
W.W. GRAINGER, INC	RU OSHA SUPPLIES		112.05		
IOWA STATE PRISON INDUSTRIES	RU STREET MAINTENANCE SUPPLIES		1,957.10		
JOHN DEERE FINANCIAL	RU SUPPLIES		28.53		
K&S MACHINING AND METAL	RU EQUIP REPAIR/MAINT		849.74		
KIMBALL MIDWEST	RU SUPPLIES		249.96		
LAPORTE MOTOR SUPPLY	RU BLDG REPAIR/MAINT		6.70		
STEVE MONK CONSTRUCTION	RU STREET MAINTENANCE CONTRACT		2,691.00		
MONTICELLO COMM SCHOOL DISTRICT	RU FUEL		1,104.91		
L.L. PELLING CO	RU STREET MAINTENANCE CONTRACT		72,280.55		
SPAHN & ROSE LUMBER CO INC	RU STREET MAINTENANCE SUPPLIES		26.45		
TCM BANK NA	RU EQUIP REPAIR/MAINT		881.64		
THOMPSON TRUCK & TRAILER, INC.	RU EQUIP REPAIR/MAINT		44.73		
UNITY POINT CLINIC -	RU OSHA - KAHLER		31.50		
	210 STREETS TOTAL		92,503.12		
	110 ROAD USE TOTAL		92,503.12		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
CAPITAL IMPROVEMENT					
CAPITAL PROJECTS					
HDR ENGINEERING INC	CAP IMP 2021 TAXIWAY/APRON		1,578.97		
SNYDER & ASSOCIATES, INC	EAST FIRST STREET PROJECT		16,225.00		
	750 CAPITAL PROJECTS TOTAL		17,803.97		
	332 CAPITAL IMPROVEMENT TOTAL		17,803.97		
BATY DISC GOLF COURSE					
PARKS					
D&S PORTABLES, INC.	BATY DG PORT-A-POT RENTAL		400.00		
STEVE MONK CONSTRUCTION	BATY DG MOWING		588.00		
	430 PARKS TOTAL		988.00		
	338 BATY DISC GOLF COURSE TOTAL		988.00		
POCKET PARK					
PARKS					
THEODORE KRAUS	POCKET PARK IMPROVEMENTS		105.48		
	430 PARKS TOTAL		105.48		
	375 POCKET PARK TOTAL		105.48		
WATER					
WATER					
EASTERN IA EXCAVATING&CONCRETE	WATER SYSTEM		16,490.00		
HAWKINS WATER TREATMENT	WATER SUPPLIES		590.00		
STATE HYGIENIC LABORATORY	WATER LAB TESTS		145.00		
IOWA ONE CALL	WATER SYSTEM		84.55		
JOHN DEERE FINANCIAL	WATER SUPPLIES		98.81		
LINDA KAHLER	WATER CLOTHING - WILLMS		423.97		
STEVE MONK CONSTRUCTION	WATER SYSTEM		87.98		
MONTICELLO COMM SCHOOL DISTRICT	WATER FUEL		270.27		
MONTICELLO EXPRESS INC	UTILITY BILLS		1,331.66		
MUNICIPAL SUPPLY INC	WATER SUPPLIES		134.72		
MATHY CONSTRUCTION	WATER SYSTEM		111.40		
HD SUPPLY, INC	WATER SYSTEM		1,656.17		
WATER ENVIRONMENT FEDERATION	WATER DUES - TJADEN		95.00		
	810 WATER TOTAL		21,519.53		
	600 WATER TOTAL		21,519.53		
CUSTOMER DEPOSITS					
WATER					
CITY OF MONTICELLO	WATER DEPOSIT REFUND - ARDUSER		50.00		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	810 WATER TOTAL		50.00		
	602 CUSTOMER DEPOSITS TOTAL		50.00		
SEWER					
SEWER					
ELECTRIC PUMP INC	SEWER SYSTEM		870.00		
FAREWAY STORES #840-1	SEWER LAB SUPPLIES		25.20		
STATE HYGIENIC LABORATORY	SEWER LAB TESTS		1,161.00		
IOWA ONE CALL	SEWER SYSTEM		84.55		
JOHN DEERE FINANCIAL	SEWER BOOTS - TJADEN		199.99		
LINDA KAHLER	SEWER CLOTHING - WILLMS		536.57		
MONTICELLO COMM SCHOOL DISTRICT	SEWER FUEL		270.31		
MONTICELLO EXPRESS INC	UTILITY BILLS		1,331.67		
MUNICIPAL SUPPLY INC	SEWER SUPPLIES		134.72		
PINNACLE PLUMBING HOLDINGS LLC	SEWER EQUIP REPAIR/MAINT		1,603.12		
MATHY CONSTRUCTION	SEWER SYSTEM		334.07		
UNITY POINT CLINIC -	SEWER OSHA - KAHLER		10.50		
WINDSTREAM IOWA-COMM. INC.	SEWER TELEPHONE		61.19		
	815 SEWER TOTAL		6,622.89		
	610 SEWER TOTAL		6,622.89		
SANITATION					
SANITATION					
MONTICELLO COMM SCHOOL DISTRICT	SANITATION FUEL		81.50		
MONTICELLO EXPRESS INC	UTILITY BILLS		1,331.67		
REPUBLIC SERVICES	DUMPSTER COLLECTIONS		13,483.85		
	840 SANITATION TOTAL		14,897.02		
	670 SANITATION TOTAL		14,897.02		
STORM WATER					
STORM WATER FUND					
STEVE MONK CONSTRUCTION	STORMWATER MAINTENANCE		177.97		
	865 STORM WATER FUND TOTAL		177.97		
	740 STORM WATER TOTAL		177.97		
	Accounts Payable Total		172,666.43		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
001	GENERAL	6,362.54
005	MONTICELLO BERNDES CENTER	4,245.40
014	MONTICELLO TREES FOREVER	202.50
015	FIRE	2,839.10
016	AMBULANCE	2,076.56
030	LIBRARY IMPROVEMENT	1,002.72
041	LIBRARY	891.03
046	AIRPORT	378.60
110	ROAD USE	92,503.12
332	CAPITAL IMPROVEMENT	17,803.97
338	BATY DISC GOLF COURSE	988.00
375	POCKET PARK	105.48
600	WATER	21,519.53
602	CUSTOMER DEPOSITS	50.00
610	SEWER	6,622.89
670	SANITATION	14,897.02
740	STORM WATER	177.97

	TOTAL FUNDS	172,666.43

City Council Meeting
Prep. Date: 9/12/2023
Preparer: Britt Smith



Agenda Item: #1 & 2
Agenda Date: 9/19/2023

Communication Page

Agenda Items Description: Hearing and possible action/direction for an appeal to a vicious dog determination.

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

Attachments & Enclosures:

Proposed Resolution

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Hearing and possible action on the appeal of the determination of a vicious dog.

Background Information

On September 10, 2023 the Police Department was notified of two dogs at large that had attacked a pedestrian and her dog. The reporting party, Kim Johnson, stated she was walking past 341 E 3rd St, Krystina Lafler's residence, with her leashed dog and heard at least one dog barking from inside the residence. When passing the residence, a black Great Dane was able to get the front window up far enough to jump out. The dog began running towards the reporting party while barking. After the first dog jumped out of the window, a second dog, a pit bull, jumped out and joined the first dog. The reporting party stated she kept herself between her dog and the other two dogs. The reporting party went on to state the black dog attacked both she and her dog. As a result, the reporting party received a several inch long scratch on the upper part of her right leg. After yelling at the dogs a few times and backing away, the dogs retreated. The dogs were later located by Police on the golf course. As the dogs were headed back home, it was observed that the Great Dane did bark aggressively at a man at the E 5th St apartments. The dogs ultimately did return back to the residence at 341 E 3rd and were restrained by a friend who was looking after the dogs while Lafler was out of town.

As per the Code, an animal, running at large, that has attacked, clawed or bitten a person while running at large is defined as a vicious animal. No Person shall keep a vicious animal. It is the duty of the Police Department to issue an Order to Remove said vicious animal from the City of Monticello. This order was served to Lafler. Lafler has submitted in writing a letter of appeal.

As for the described "pit bull", the City of Monticello enforces a breed ban prohibiting the possession of animals containing any lineage of Staffordshire Terrier, or American Bull Terrier. Any animals possessing any percentage of lineage will be required to be removed from the City of Monticello.



56.01 DEFINITIONS.

6. **"Vicious animal"** means any animal, except for a dangerous animal as listed above, that has attacked, bitten or clawed a person while running at large and the attack was unprovoked, or any animal that has exhibited vicious tendencies in present or past conduct, including such that said animal: (i) has bitten or clawed a person or persons on two separate occasions within a 12-month period; or (ii) did bite or claw once causing injuries above the shoulders of a person; or (iii) could not be controlled or restrained by the owner at the time of the attack to prevent the occurrence; or (iv) has attacked any domestic animal or fowl on three separate occasions within a 12-month period.

56.03 KEEPING OF VICIOUS ANIMALS PROHIBITED.

No person shall keep, shelter, or harbor for any reason within the City a vicious animal except in the following circumstances:

1. Animals under the control of a law enforcement or military agency.
2. The keeping of guard dogs; however, guard dogs must be kept within a structure or fixed enclosure at all times, and any guard dog found at large may be processed as a vicious animal pursuant to the provisions of this chapter. Any premises guarded by a guard dog shall be prominently posted with a sign containing the wording "Guard Dog," "Vicious Dog" or words of similar import, and the owner of such premises shall inform the Mayor or peace officer that a guard dog is on duty at said premises.

56.04 SEIZURE, IMPOUNDMENT AND DISPOSITION

2. Upon the complaint of any individual that a person is keeping, sheltering or harboring a dangerous animal or vicious animal on premises in the City, the Mayor or peace officer shall cause the matter to be investigated and if after investigation, **the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous or vicious animal in the City, the Mayor or peace officer shall order the person named in the complaint to safely remove such animal from the City or destroy the animal within three days of the receipt of such an order.** Such order shall be contained in a notice to remove the dangerous or vicious animal, which notice shall be given in writing to the person keeping, sheltering, or harboring the dangerous animal or vicious animal, and shall be served personally or by certified mail. Such order and notice to remove the dangerous animal or vicious animal shall not be required where such animal has previously caused serious physical harm or death to any person, in which case the Mayor or peace officer shall cause the animal to be immediately seized and impounded or killed if seizure and impoundment are not possible without risk of serious physical harm or death to any person.

3. **The order to remove a dangerous animal or vicious animal issued by the Mayor or peace officer may be appealed to the Council.** In order to appeal such order, written notice of appeal must be filed with the Clerk within three days after receipt of the order contained in the notice to remove the

dangerous or vicious animal. Failure to file such written notice of appeal shall constitute a waiver of the right to appeal the order of the Mayor or peace officer.

4. **The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the Clerk. The hearing of such appeal shall be scheduled within seven days of the receipt of the notice of appeal.** The hearing may be continued for good cause. After such hearing, the Council may affirm or reverse the order of the Mayor or peace officer. Such determination shall be contained in a written decision and shall be filed with the Clerk within three days after the hearing or any continued session thereof.

5. If the Council affirms the action of the Mayor or peace officer, the Council shall order in its written decision that the person owning, sheltering, harboring or keeping such dangerous or vicious animal remove such animal from the City or destroy it. The decision and order shall immediately be served upon the person against whom rendered in the same manner as the notice of removal. If the original order of the Mayor or peace officer is not appealed and is not complied with within three days or the order of the Council after appeal is not complied with within three days of its issuance, the Mayor or peace officer is authorized to seize, impound or destroy such dangerous or vicious animal. Failure to comply with an order of the Mayor or peace officer issued pursuant to this chapter and not appealed (or of the Council after appeal) constitutes a simple misdemeanor.

This occurrence maintains some similarities to the most recent incident where a German Shepard was allowed to run at large and attacked a neighbor unprovoked, however the most significant difference is that this dog was confined in a house, and still found a way to escape to attack a pedestrian. Additional training can be considered much like the previous issue and an evaluation by a certified dog trainer can also be implemented before any decision be made moving forward. The secondary issue is also the possession of a “pit bull”, Lafler denies it being what breeds are specifically banned, but a DNA test would be required to allow the animal to remain.

Staff Recommendation: I recommend that the Council consider the options and provide staff and the pet owners with direction.

Tuesday September 8, 2023

City of Monticello, Iowa;

On Monday September 11th 2023 we received written notice from the office of chief of police Britt Smith, Order to Remove our dogs due to an incident on September 10th 2023.

We have two dogs in question we would like to appeal:

1. Nova, Great Dane Mix 104 lbs Black Dog, 3 years old. She is being accused of being an aggressive dog and I am being accused of harboring her.
 - a. Nova was a farm dog who moved to town when my significant other and boys moved in with myself and my daughter in Feb 2023, she is clever and knows how to open doors and had escaped a few times in early spring with no incident. We realized in town she would need a kennel as she acclimates to this environment, we have also enrolled in the great course on dog training and have been working with training her for in town life since.
 - b. She had an incident in May that the windows were left open and she saw the mail lady and pushed out. Great Danes are known to be protective of their home and she jumped out and barked at mail lady, no injury was reported, no bite, no scratch and she stopped the chase once off property and went back to her own back yard and waited for me to return.
 - c. The recent incident we were out of town camping in a remote area, the couple who watched the dogs have watched them before and are familiar with her escape tactics, one was showering and one ran to gas station when it happened, per the report Nova came out window first and chased barking lady and her dog, the lady protected her dog as is natural since Nova is intimidating at 104 lbs and a very loud dane bark, she was reported to have a scratch on her leg from the scuffle.
 - d. Per the definition of "vicious animal" it states the dog must have had two incidents were she has bitten or clawed a person on two separate occasions, Nova has not had this, this is one. It also states she would have caused bite or claw once causing injury above the shoulder

which it was not. And final states has attacked any domestic animal on three separate occasions which she has not.

2. Max, American Bully 60 lbs 5 years old
 - a. Max also moved to town in February, he is the therapy dog for Brandon streets oldest son Keegan, and my daughter Sarah who both have qualified for service/therapy animals since they were young. (ages 17 and 16)
 - b. Max did not bite or harm anyone and has been questioned by police in May due to his bred, in which we provided the proof of breed from Monticello Vet, American Bully. He was an adopted dog from the animal shelter here in town.
 - c. Maxs bred is in question as being a version of a pit bull, currently sitting in the Iowa House is a bill that has been passed to end pit bull bans in Iowa, Making it illegal for a town to have a ban against the bred, this bill is working its way through to become law currently. I would ask the town consider this before making my family remove a kind hearted loving dog that acts as a therapy dog for my children when the law is about to change.

We will see you at City Council Meeting next Monday for this appeal, with evidence and presentation about the bred, I will be bringing a group of people as well to support us and these bred and to explain that Great Danes are intimidating due to size and loud bark and should not be discriminated against as aggressive or vicious.

These dogs are members of our family, and I am an active member of this community who supports this community and spends my time working to make this an amazing place to live, I do not harbor vicious animals.

Krystina Lafler
341 E 3rd St
Monticello Iowa 319-462-0435

Businesses: Market at the Tap, Marketers Edge Marketing and PR, and Glowing with Krystina, Self Love Coaching and Influencer with a reach of 1.1 Million.

City Council Meeting
 Prep. Date 9/5/2023
 Preparer: Sally Hinrichsen



Agenda Item: # 3
 Agenda Date: 9/19/2023

Communication Page

Agenda Items Description: Resolution approving and Levying an Assessment for 402 South Linden Street for Curb Stop Repairs

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

Attachments & Enclosures:

Proposed Resolution

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Resolution will approve placing an assessment on 402 South Linden Street for curb stop repairs made by White Hawk Plumbing & Heating that was hired by the city.

Background Information:

City of Monticello sent several letter to owner of 402 South Linden Street advising them that their curb stop was in need of repairs. City has placed several liens on the property for non-payment of the utility bill.

City staff hired a contractor to repair the curb stop at 402 South Linden Street, which was completed on August 3, 2023 in the amount of \$855.25.

Iowa Code allows if any amount to be assessed (lien) against a property exceeds \$500.00, a city may permit the assessment to be paid in up to ten (10) annual installments, in the same manner and with the same interest rates provided for assessments against benefitted property in Iowa Code 384.

I talked with Jones County Treasurer, Amy Picray regarding this and the resolution required. Council will need to determine the interest rate to be set for this assessment. The interest rate could be zero up to 9%, which is the maximum amount allowed under Iowa Code 74A.4.

Council approved an interest rate of 2.5% for the Special Assessments on North Sycamore Street Project. On August 21, 2023, Council approved an interest rate of 4% for the Special Assessments Water Shut off repair. On September 5, 2023, Council approved an interest rate of 4% for the Special Assessments for Sidewalk Repairs.

Staff Recommendation: It is recommended Council approves the proposed resolution levying the assessment and determine the rate for interest

The City of Monticello, Iowa

RESOLUTION

Approving and Levying an Assessment for 402 South Linden Street for Curb Stop Repairs

WHEREAS, the City, in compliance with Chapter 364 of the Code of Iowa, hired White Hawk Plumbing & Heating LLC to remove and replace curb stop for the property located at 402 South Linden Street after due, sufficient and legal notice, and has incurred expense associated therewith that has not, after demand, been satisfied by property owners, and

WHEREAS, the repair costs are reasonable and proper, and same reimburse the City for actual expenditures of the City associated with the Curb Stop repairs, and

WHEREAS, notice of the City's intent to impose a lien on the account holder's property, was mailed to the Owners as identified below more than thirty days ago, and said account remains past due and unsatisfied.

NOW, THEREFORE, It Is Resolved by the City Council of the City of Monticello, Iowa, as follows:

Section 1. The assessment upon 402 South Linden Street in the following amounts are hereby confirmed and levied:

Name & Address of	Notice mailed to	Amount Due
Delinquent Bill:	Property Owner:	
Dustin Nadeau	Dustin Nadeau	\$ 855.25
402 S Linden Street	430 Zang Street, Apt 207	<u>10.00</u> (Filing Fee)
Monticello, IA 52310	Lakewood, CO 80228	\$ 855.25
TOTAL DUE		<u>\$ 855.25</u>

Section 2. The assessment, which exceeds Five Hundred Dollars (\$500.00), is hereby to be divided into 10 equal installments, as near as may be.

Section 3. All unpaid installments shall bear interest at the rate of 4% per annum, within 30 days after the filing Assessment with the County Treasurer,

Section 4. The first installment of the unpaid assessments shall be due and payable at the office of the County Treasurer of Jones County on the first day of July 2024, and shall become delinquent from October 1, 2024, and then bear the same interest with the same penalties as ordinary taxes.

Section 5. Succeeding installments shall become due and payable in like manner on the first day of July in each of the years 2025 to 2033, inclusive.

Section 6. All unpaid installments of any assessment may be paid in full on any date, in which case interest shall be computed on the outstanding balance to the first day of December following the date of such payment; and additional annual installments may be paid after the current installment has been paid before December 1 without interest.

The property owner may elect to pay one half or all of the next annual installment of principal and interest of the special assessment prior to the delinquency date of the installment.

Section 7. The City Clerk is hereby authorized and directed to certify and file the assessment, herein referred to, with the County Treasurer of Jones County.

Section 8. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved this 19th day of September, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 09/14/2023
Preparer: Russell Farnum



Agenda Item: # 4
Agenda Date: 09/19/2023

Communication Page

Agenda Items Description: Set Public Hearing on Chestnut Street TIF

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution

<u>Fiscal Impact:</u>	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The City’s upcoming bond issue for capital projects includes reconstructing North Chestnut from 2nd to 3rd Street. The bond projections anticipated that this project would be partially paid through TIF. In order to accomplish that, the project area needs to be added to the TIF District.

This action sets the public hearing on that proposal. The public hearing is planned to be October 16, 2023, to coincide with the bond issue that is also anticipated for October 16.

Recommendation: A motion to approve is recommended.

SET DATE FOR HEARING ON
DESIGNATION OF EXPANDED URBAN
RENEWAL AREA AND URBAN
RENEWAL PLAN AMENDMENT

435926-37

Monticello, Iowa

September 19, 2023

The City Council of the City of Monticello, Iowa, met on September 19, 2023, at _____ p.m., at the _____, in the City, for the purpose of setting a date for a public hearing on the designation of an expanded Monticello Urban Renewal Area and on a proposed urban renewal plan amendment. The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

The Mayor announced that an amendment to the boundaries of the Monticello Urban Renewal Area had been prepared, along with an amendment to the urban renewal plan for the areas, and that it was now necessary to set a date for a public hearing on the proposed amended areas and proposed amendment to the urban renewal plan. Accordingly, Council Member _____ moved the adoption of the following resolution entitled “Resolution Setting Date for a Public Hearing on Designation of the Expanded Monticello Urban Renewal Area and on Urban Renewal Plan Amendment,” and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. _____

Resolution Setting Date for Public Hearing on Designation of the Expanded Monticello Urban Renewal Area and on Urban Renewal Plan Amendment

WHEREAS, this City Council of the City of Monticello, Iowa (the “City”) by resolution previously established the Monticello Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the legal description set out in Exhibit A; and

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this decision; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; and (2) authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of using tax increment financing to pay the cost of the construction of street and storm water drainage improvements; and

WHEREAS, it is now necessary that a date be set for a public hearing on the designation of the expansion of the Urban Renewal Area and on the Amendment;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Monticello, Iowa, as follows:

Section 1. This City Council will meet at the _____, Monticello, Iowa, on October 16, 2023, at _____ p.m., at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Monticello, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator, or his designee, is hereby designated as the City’s representative in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Jones County and the Monticello Community School District be invited to participate in the consultation.

Section 4. The proposed Amendment is hereby submitted to the City’s Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Passed and approved September 19, 2023.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED
MONTICELLO URBAN RENEWAL AREA AND ON PROPOSED URBAN
RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at _____ p.m., at the _____, Monticello, Iowa, on October 16, 2023, the City Council of the City of Monticello will hold a public hearing on the question of amending the urban renewal plan (the “Plan”) for the Monticello Urban Renewal Area and designating an expanded Monticello Urban Renewal Area (the “Urban Renewal Area”), pursuant to Chapter 403, Code of Iowa, by adding and including all the property (the “Property”) described as follows:

All of the public right-of-way of N. Chestnut Street situated in the corporate limits of the City of Monticello, Iowa, and the real property situated adjacent to N. Chestnut Street and within 150 feet of the center line thereof.

The proposed amendment to the Plan brings the Property described above under the Plan and makes it subject to the provisions of the Plan. The amendment also authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of using tax increment financing to pay the cost of the construction of street and storm water improvements.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Sally Hinrichsen
City Clerk

•••••

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

EXHIBIT A
Legal Description
Expanded Monticello Urban Renewal Area
(October, 2023 Addition)

All of the public right-of-way of N. Chestnut Street situated in the corporate limits of the City of Monticello, Iowa, plus the property situated 3,150 feet from the center line of N. Chestnut Street.

STATE OF IOWA
JONES COUNTY
CITY OF MONTICELLO

SS:

I, the undersigned, City Clerk of the City of Monticello, Iowa do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on the question of designating the expanded Monticello Urban Renewal Area for the City and on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2023.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

STATE OF IOWA
JONES COUNTY
CITY OF MONTICELLO

SS:

I, the undersigned, City Clerk of the City of Monticello, Iowa do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with those records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on the question of designating the expanded Monticello Urban Renewal Area for the City and on an urban renewal plan amendment.

WITNESS my hand this ____ day of _____, 2023.

City Clerk

CITY OF MONTICELLO, IOWA
URBAN RENEWAL PLAN AMENDMENT
MONTICELLO URBAN RENEWAL AREA

October, 2023

The Urban Renewal Plan (the “Plan”) for the Monticello Urban Renewal Area (the “Urban Renewal Area”) in the City of Monticello, Iowa (the “City”) is being amended by the City for the purposes of adding property to the Urban Renewal Area and identifying a new urban renewal project to be undertaken in the Urban Renewal Area.

1) Addition of Property. The real property (the "Property") legally described on Exhibit A hereto is, by virtue of this Amendment, being added as the October, 2023 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Plan for the Urban Renewal Area.

2) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

Name of Project: Street and Storm Water Drainage Improvements Project

Date of Council Approval of Project: October 16, 2023

Description of Project and Project Site: The Street and Storm Water Drainage Improvements Project will include (i) the construction of street improvements, including street resurfacing, curb and gutter, and sidewalk improvements, on and along Chestnut Street, beginning at its intersection with 2nd Street on the southeast and continuing northwest to and including its intersection with 3rd Street; (ii) the construction of storm water drainage system improvements on and along First Street; and (iii) the incidental utility, landscaping, site clearance and cleanup work related thereto.

It is expected that the completed Street Improvements Project will cause increased and improved ability of the City to provide adequate transportation infrastructure for the growth and retention of commercial enterprises in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Street Improvements Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Street and Storm Water Drainage Improvements Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City’s obligations will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the Street

and Storm Water Drainage Improvements Project will not exceed \$700,000, plus any interest expense incurred by the City on any borrowing undertaken for the funding of the Street and Storm Water Drainage Improvements Project.

3) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$14,177,419</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed debt to be incurred in connection with this October, 2023 Amendment*:	<u>\$ 700,000</u>

*Some or all of the debt to be incurred in connection with this October, 2023 Amendment will be subject to annual appropriation by the City Council.

EXHIBIT A
Legal Description
Expanded Monticello Urban Renewal Area
(October, 2023 Addition)

All of the public right-of-way of N. Chestnut Street situated in the corporate limits of the City of Monticello, Iowa, and the real property situated adjacent to N. Chestnut Street and within 150 feet of the center line thereof.

City Council Meeting
Prep. Date: September 13, 2023
Preparer: Nick Kahler



Agenda Item: 5
Agenda Date: September 19, 2023

Communication Page

Agenda Items Description: Approval of Kluesner crack fill bid

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Crack fill bid for 2023

Background Information: Every year we find the streets that need crack filled. Crack filling the streets keeps the water from going down into the street and freezing causing bigger holes and issues later. This is the list of streets that I would like to get done this year.

Staff Recommendation: I recommend the approval of the Kluesner crack fill bid

The City of Monticello, Iowa

RESOLUTION #

Approval of Kluesner Construction crack and joint sealing bid

WHEREAS, the City of Monticello sought a bid from Kluesner Construction, Inc. to perform Crack Sealing and Asphalt Street Repairs, and

WHEREAS, Kluesner, at the direction of the City Public Works Director, identified numerous streets in need of crack sealing and minor street repairs, identifying all of same in a proposal at a total cost of \$28,820.32, and

WHEREAS, The Council finds that the City should proceed with the proposed crack sealing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the proposed crack sealing and asphalt repairs as proposed and bid by Kluesner Construction, as set forth previously herein.

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 19th day of September, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

PROPOSAL



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

DATE	ESTIMATE #
9/1/2023	23450

NAME / ADDRESS	CELL NUMBER	FAX NUMBER	PHONE NUMBER
CITY OF MONTICELLO 200 E FIRST STREET MONTICELLO, IA 52310-1501	319-821-0488 NICK	319-465-3527	319-465-3577
	LOCATION		

DESCRIPTION	TOTAL
CRACK AND JOINT SEALING OF STREETS	
<ul style="list-style-type: none"> • ROUT CRACK AS NEEDED • CLEAN CRACKS AND JOINTS WITH COMPRESSED AIR • SEAL CRACK AND JOINTS WITH D-3405 HOT APPLIED RUBBERIZED SEALANT • PREVIOUSLY SEALED CRACKS WILL BE TOUCHED UP AS NEEDED 	
FIRE STATION AT SOUTH STREET	
<ul style="list-style-type: none"> • JOINTS - APPROXIMATELY 1,907 FEET • RANDOMS - APPROXIMATELY 330 FEET 	1,373.04 237.60
INTERSECTION OF SOUTH WALNUT AND WEST GRAND STREET	0.00
• NEW CONCRETE, RESAW JOINTS - APPROXIMATELY 350 FEET	301.00
GRANDVIEW AVE FROM PARK DRIVE TO HOUSE # 303	
<ul style="list-style-type: none"> • JOINTS - APPROXIMATELY 2,394 FEET • RANDOMS - APPROXIMATELY 90 FEET 	1,723.68 64.80
PARK DRIVE FROM SOUTH GILL STREET TO WEST END	
• RANDOMS ONLY - 180 FEET	154.80
WASHINGTON STREET FROM GRANDVIEW TO WEST END	
<ul style="list-style-type: none"> • JOINTS - APPROXIMATELY 4,378 FEET • RANDOMS - APPROXIMATELY 210 FEET 	3,152.16 151.20
FAUST COURT FROM WEST WASHINGTON TO END	
• RANDOMS ONLY - APPROXIMATELY 60 FEET	51.60
WEST 1ST STREET FROM DANA AVE TO OLD ASPHALT	
• JOINTS - APPROXIMATELY 831 FEET	598.32
WEST 1ST STREET FROM PARK DRIVE TO CELGO AVE	
• CRACKS - APPROXIMATELY 2,771 FEET	1,995.12
WEST 1ST STREET FROM CELGO AVE TO NORTH GILL STREET	
• CRACKS - APPROXIMATELY 6,816 FEET	0.00 4,634.88
WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. SIGN:	TOTAL

PAYMENT DUE UPON COMPLETION OF THE WORK.
 PROPOSAL MAY BE WITHDRAWN BY US IF NOT
 ACCEPTED WITHIN 30 DAYS.

SIGNATURE



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

PROPOSAL

DATE	ESTIMATE #
9/1/2023	23450

NAME / ADDRESS	CELL NUMBER	FAX NUMBER	PHONE NUMBER
CITY OF MONTICELLO 200 E FIRST STREET MONTICELLO, IA 52310-1501	319-821-0488 NICK	319-465-3527	319-465-3577
LOCATION			

DESCRIPTION	TOTAL
WEST 1ST STREET FROM NORTH GILL STREET TO CHESTNUT STREET • JOINTS - APPROXIMATELY 4,471 FEET • RANDOMS - APPROXIMATELY 485 FEET	3,219.12 349.20
SOUTH CHESTNUT FROM WEST 1ST STREET TO WEST WASHINGTON STREET • JOINTS - APPROXIMATELY 2,705 FEET • RANDOMS - APPROXIMATELY 765 FEET	1,947.60 550.80
SOUTH CHESTNUT FROM WEST WASHINGTON TO BUCKY STREET • JOINTS - APPROXIMATELY 4,117 FEET • RANDOMS - APPROXIMATELY 630 FEET	2,964.24 453.60
NOTE: ON THE FOLLOWING STREETS WE WILL NOT ROUT THE CRACKS DUE TO THE CONCRETE HAVING RIVER STONE IN THE MIX	
SOUTH SYCAMORE FROM EAST 1ST STREET TO EAST GRAND STREET • JOINTS - APPROXIMATELY 1,011 FEET • RANDOMS - APPROXIMATELY 432 FEET	727.92 311.04
SOUTH MAPLE STREET FROM EAST 1ST TO EAST GRAND STREET • JOINTS - APPROXIMATELY 1,663 FEET • RANDOMS - APPROXIMATELY 312 FEET	1,197.36 224.64
SOUTH ELM STREET FROM 1ST STREET TO EAST GRAND STREET • JOINTS - APPROXIMATELY 662 FEET • RANDOMS - APPROXIMATELY 156 FEET	476.64 112.32
NORTH ELM STREET FROM 1ST STREET TO 2ND STREET • JOINTS - APPROXIMATELY 2,286 FEET • RANDOMS - APPROXIMATELY 276 FEET	1,648.92 198.72

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. SIGN: 	TOTAL \$28,820.32
--	--------------------------

PAYMENT DUE UPON COMPLETION OF THE WORK.
 PROPOSAL MAY BE WITHDRAWN BY US IF NOT
 ACCEPTED WITHIN 30 DAYS.

SIGNATURE _____



Agenda Item: #6
Agenda Date: 09/19/2023

Memo

Date: Tuesday, September 05, 2023

Project: Construct Taxiway Connector

To: Anthony Pollard, PE – FAA Central Region

From: City of Monticello (Sponsor)

Subject: FAA Review – Change Order No. 4

Dear Mr. Pollard,

The City of Monticello, Iowa (Sponsor) seeks to obtain FAA concurrence on Change Order No. 04 for the Construct Connector Taxiway project at the Monticello Regional Airport (MXO), AIP Grant No. 3-19-0061-012-2022. The Sponsor intends to prepare and submit a Grant Amendment request reflecting this proposed Change Order within this project's closeout documents.

Two concrete pavement panels were found to not include continuous reinforcing rebar for crack control of the pavement due to the protrusion in the panel. Extra rebar is required to reinforce these two panels and provide funding for the labor to install the rebar.

During the installation of the taxiway edge lights, the new storm drainage pipe crossing under the pavement near the parallel taxiway was found to be in conflict with the proposed taxiway edge lights. These lights that were in conflict were considered "supplemental" as they exceeded the required spacing and number of lights in accordance with FAA AC 150/5340-30J Table 2-1. The distance of straight edge in this case is less than 50 feet, therefore only 2 edge lights are required per side, whereas 3 were provided in the original design. It is proposed that the 4 "supplemental" lights be paid at a rate of 75 percent of the original price and be kept as spare parts for the airport.

Please find attached the following supporting documents:

- Change Order No. 04 document identifying the scope and the estimated (\$450.00) credit Change to the Contract Price;
- Sponsor Estimate, completed by our consultant;
- Documentation of Cost Analysis;
- Justification Statement

Since only minor differences were observed between the Sponsor Estimate and the Contractor's Change Proposal, the Sponsor has not identified a need to negotiate the proposed Change in Contract Price. The Sponsor intends to proceed with the (\$450.00) Change Order.

Thank you for your time considering this request in advance.



Sincerely

Russ Farnum
Monticello City Administrator

CHANGE ORDER NO.: 04

Owner:	City of Monticello, Iowa	Owner's Project No.:	-
Engineer:	HDR	Engineer's Project No.:	10332195
Contractor:	Boomerang Corp	Contractor's Project No.:	-
Project:	Construct Connector Taxiway		
Contract Name:	Construct Connector Taxiway		
Date Issued:	29 Aug 2023	Effective Date of Change Order:	_____

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

Description:

00 52 13 – Agreement:

- Article 5 – Contract Price, Paragraph 5.01 B: Unit Price Work table; Add new quantity item P-501-1.a for “reinforcing rebar” at a price of LS \$850.00; Reduce quantity of L-125-5.1 Taxiway Edge Light, 24” Height with L-867 base from 31 EA to 27 EA; Add new quantity item for L-125-5.1a Taxiway Edge Light Spare Part at a Unit Price of \$975.00 EA and a quantity of 4; Revise Total of all Extended Prices for Unit Price Work from \$975,072.25 to \$944,622.25.
- Article 5 – Contract Price, Paragraph 5.01 C: Replace paragraph C with the following: “Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$944,622.25

Attachments:

- **Change Proposal**
- **Sponsor Estimate**
- **Documentation of Cost Analysis**
- **Justification Statement**

Change in Contract Price	Change in Contract Times 0 Days
Original Contract Price: \$ <u>933,655.00</u>	Original Contract Times: Substantial Completion: <u>150 Calendar Days</u> Ready for final payment: <u>180 Calendar Days</u>
Contract Price prior to this Change Order: \$ <u>945,072.25</u>	Contract Times prior to this Change Order: Substantial Completion: <u>160 Calendar Days</u> Ready for final payment: <u>190 Calendar Days</u>
Increase this Change Order: \$ <u>(450.00)</u>	Increase this Change Order: Substantial Completion: <u>0 Calendar Days</u> Ready for final payment: <u>0 Calendar Days</u>
Contract Price incorporating this Change Order: \$ <u>944,622.25</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>160 Calendar Days</u> Ready for final payment: <u>190 Calendar Days</u>

Recommended by Engineer (if required)	Accepted by Contractor
By: <u><i>Mark Wilma</i></u>	<u>Keegan Parizek</u>
Title: <u>Engineer of Record</u>	<u>Project Manager</u>
Date: <u>9/13/2023</u>	<u>09/13/2023</u>

	<u>Authorized by Owner</u>	<u>Approved by Funding Agency (if applicable)</u>
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

CHANGE PROPOSAL

Owner: City of Monticello, Iowa
 Project Name: Construct Connector Taxiway
 Change Proposal No.: 04 Date: 29 Aug 2023
 Subject: Change Proposal for Revised Structure Sizes

The following changes to the Contract are proposed:

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

Add new quantity item P-501-1.a for "reinforcing rebar" at a price of LS \$850.00;
 Reduce quantity of L-125-5.1 Taxiway Edge Light, 24" Height with L-867 base from 31 EA to 27 EA;
 Add new quantity item for L-125-5.1a Taxiway Edge Light Spare Part at a Unit Price of \$975.00 EA and a quantity of 4

JUSTIFICATION:

Changes are made to avoid conflict between the taxiway edge lighting system and the storm drain and also to provide continuous reinforcement on two concrete panels containing subdrain cleanouts.

PROPOSED CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

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

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

Description		Contract Times (days)	
		Substantial	Final
1. Reinforcing Rebar	\$850	0	0
2. Remove Edge Lights	(\$5,200)	0	0
3. Edge Light Parts	\$3,900	0	0
Total This Change Proposal	(450.00)	0	0

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

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

Signature of Proposer: Keegan Parizek



Change Order No. 4

Sponsor Estimate

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

No.	Spec	Description	Unit	Quantity	Unit Cost	Total Cost
1	P-501	Additional Rebar	LS	1	\$975.00	975.00
2	L-125-5.1	Taxiway Edge Lights	EA	-4	\$1,300.00	(5,200.00)
3	L-125.5.1		EA	4	\$925.00	3,700.00
					Total	975.00

Documentation of Cost Analysis

Pursuant to Federal Regulation 49 CFR Part 18.36(f), the Sponsor has performed a Cost Analysis comparing the Sponsor Estimate to the Change Proposal received by the Contractor (Boomerang Corp.) The percent difference between the Sponsor Estimate and the Change Proposal is less than 10%. Consequently, the Sponsor did not identify a need to negotiate the proposed Change in Contract Price further and intends to proceed with the Change Order with the Contractor.

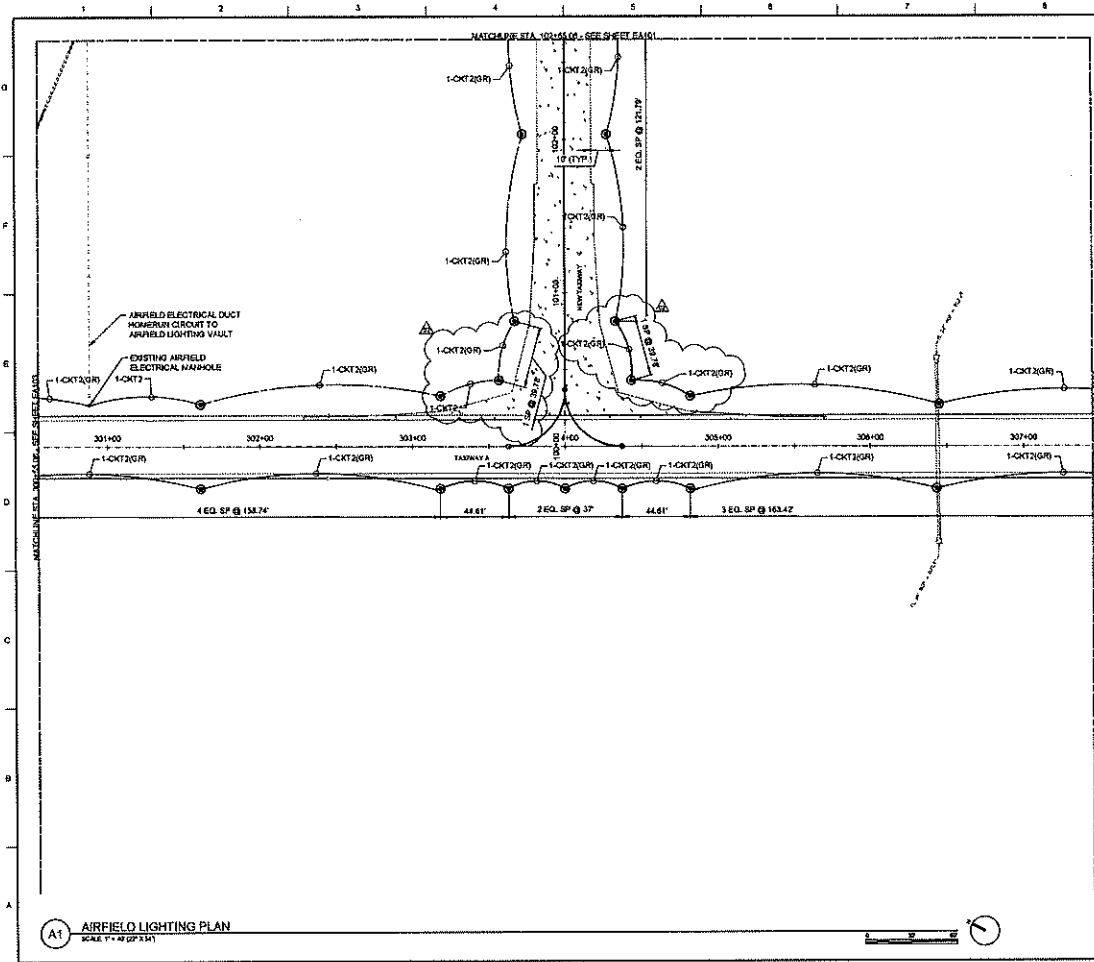
Item	Sponsor Estimate	Change Proposal	% Difference
P-501-1.a	\$975	\$850	(15)
L-125-5.1a	\$925	\$975	5

Justification Statement

The Sponsor provides the following justification statement for the proposed Work to be included in Change Order No. 04:

Two concrete pavement panels were found to not include continuous reinforcing rebar for crack control of the pavement due to the protrusion in the panel. Extra rebar is required to reinforce these two panels and provide funding for the labor to install the rebar.

During the installation of the taxiway edge lights, the new storm drainage pipe crossing under the pavement near the parallel taxiway was found to be in conflict with the proposed taxiway edge lights. These lights that were in conflict were considered "supplemental" as they exceeded the required spacing and number of lights in accordance with FAA AC 150/5340-30J Table 2-1. The distance of straight edge in this case is less than 50 feet, therefore only 2 edge lights are required per side, whereas 3 were provided in the original design. It is proposed that the 4 "supplemental" lights be paid at a rate of 75 percent of the original price and be kept as spare parts for the airport.



1
2
3
4
5
6
7
8
9
10

KEY MAP

LEGEND

1-CKT 20(R)	1-CKT 20(R)
2 EQ. SP @ 18.7'	2 EQ. SP @ 37'
3 EQ. SP @ 163.42'	

GENERAL NOTES

- SEE EXIST FOR GENERAL NOTES.
- SEE EXIST AND ASK FOR INSTALLATION DETAIL.
- LOCATE TYPICAL EDGE LIGHTS BASED ON CURB POINTS OF TANGENCY. EQUALLY SPACE TYPICAL EDGE LIGHTS BETWEEN POINTS OF TANGENCY AS SHOWN ON LOCATE AND SPACE AS OTHERWISE NOTED.
- REMOVE EXISTING CONDUITS AND CABLES SETTING BY ELECTRICAL STRUCTURES OR EDGE LIGHTS THAT ARE TO BE REMOVED. CONDUITS AND CABLES THAT ARE NOT IN CONFLICT WITH NEW INSTALLATION SHALL BE REWORKED IN PLACE.

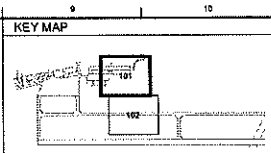
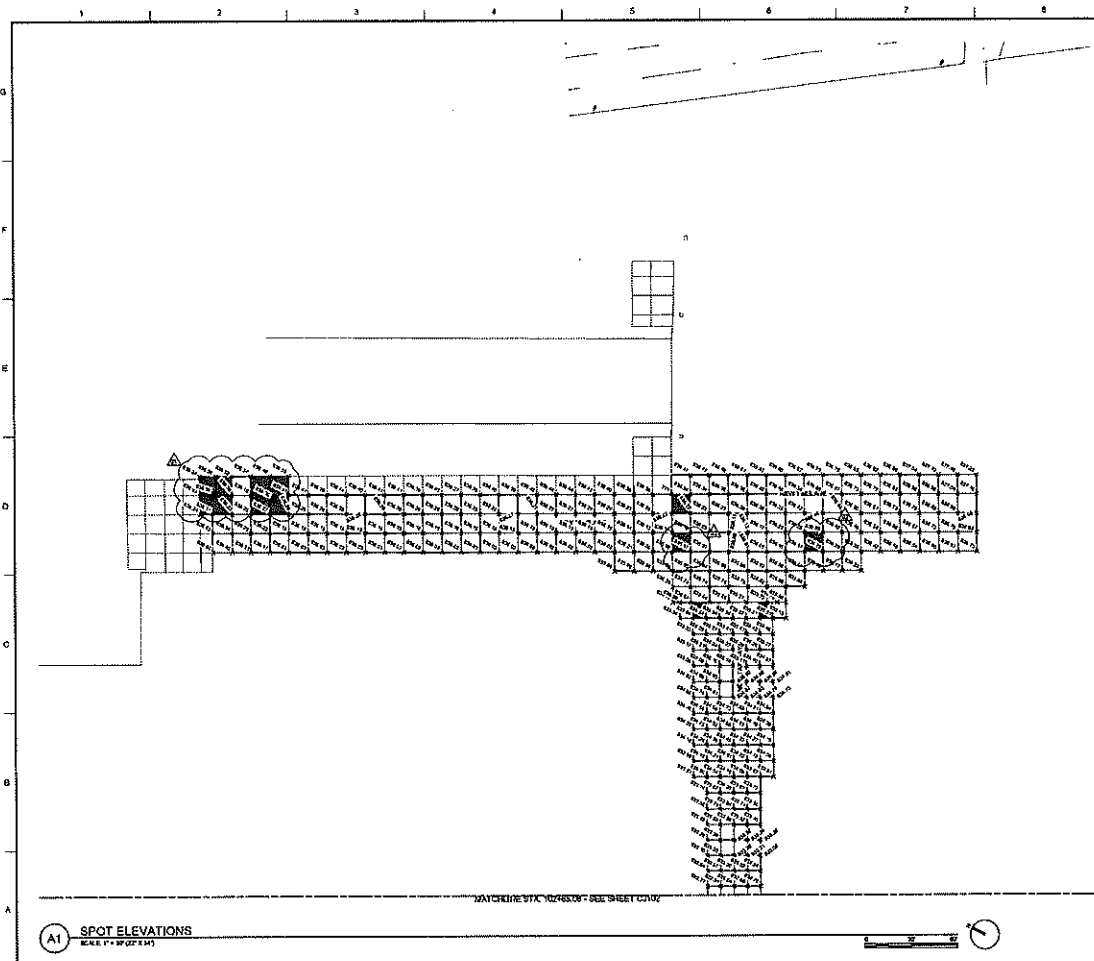
DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

PR

AIRFIELD LIGHTING PLAN
SHEET 2 OF 4

SHEET NO
EA102

ISSUED FOR CONSTRUCTION



GENERAL NOTES

1. PAVEMENT SPOT ELEVATIONS BY GRAY AT FINISH LIMITS ARE EXISTING PAVEMENT ELEVATIONS.
2. MATCH EXISTING PAVEMENT ELEVATIONS AT INTERFACE WITH EXISTING PAVEMENT.

<table border="1"> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	REVISION	DATE				<table border="1"> <tr> <td>DESIGNED BY</td> <td> </td> </tr> <tr> <td>CHECKED BY</td> <td> </td> </tr> <tr> <td>DATE</td> <td> </td> </tr> </table>	DESIGNED BY		CHECKED BY		DATE	
NO.	REVISION	DATE											
DESIGNED BY													
CHECKED BY													
DATE													
<table border="1"> <tr> <td>PROJECT NO.</td> <td> </td> </tr> <tr> <td>DATE</td> <td> </td> </tr> <tr> <td>SCALE</td> <td> </td> </tr> </table>		PROJECT NO.		DATE		SCALE							
PROJECT NO.													
DATE													
SCALE													
<table border="1"> <tr> <td>DATE OF PREPARATION</td> <td> </td> </tr> <tr> <td>DATE OF FIELD SURVEY</td> <td> </td> </tr> <tr> <td>DATE OF PLAN CHECK</td> <td> </td> </tr> <tr> <td>DATE OF PLOTTING</td> <td> </td> </tr> <tr> <td>DATE OF PRINTING</td> <td> </td> </tr> </table>		DATE OF PREPARATION		DATE OF FIELD SURVEY		DATE OF PLAN CHECK		DATE OF PLOTTING		DATE OF PRINTING			
DATE OF PREPARATION													
DATE OF FIELD SURVEY													
DATE OF PLAN CHECK													
DATE OF PLOTTING													
DATE OF PRINTING													
<table border="1"> <tr> <td>PROJECT NAME</td> <td> </td> </tr> <tr> <td>PROJECT LOCATION</td> <td> </td> </tr> <tr> <td>PROJECT DESCRIPTION</td> <td> </td> </tr> </table>		PROJECT NAME		PROJECT LOCATION		PROJECT DESCRIPTION							
PROJECT NAME													
PROJECT LOCATION													
PROJECT DESCRIPTION													
<p style="text-align: center;">HR</p>													
<p style="text-align: center;">SPOT ELEVATIONS SHEET 1 OF 2</p>													
<p style="text-align: center;">SHEET NO CS101</p>													

ISSUED FOR CONSTRUCTION

The City of Monticello, Iowa

RESOLUTION

Approving Change Order #4 in the decreased amount of \$450.00, submitted by Boomerang related to the Monticello Airport Taxiway Connector Project

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

WHEREAS, Boomerang has submitted Change Order #4 tied to improvement of the two concrete pavement panels were found to not include continuous reinforcing rebar for crack control of the pavement due to the protrusion in the panel. Extra rebar is required to reinforce these two panels and new storm drainage pipe crossing under the pavement near the parallel taxiway was found to be in conflict with the proposed taxiway edge lights, so less lights were required, with the decrease amount of \$450.00, and

WHEREAS, The City Engineer has reviewed the proposed Change Order #4, and recommends that they be approved by the City Council.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve Change Order #4 submitted by Boomerang related to the Monticello Airport Taxiway Connector Project in the decrease amount of \$450.00.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 19th day of September, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



Pay Request

Date: Wednesday, September 13, 2023

Project: Construct Connector Taxiway - MXO

To: City Council

From: HDR

Subject: Pay Request # 05

Dear Council,

Enclosed for your review and approval is Pay Request No. 05 for the above referenced project. We have reviewed this pay request and find it to be in agreement with the work completed to date.

We have also reviewed improvements associated with the project referenced above and find the improvements to be acceptable and in general conformance with the contract documents. Acceptance of Pay Request No. 05 is recommended for this project in the amount of \$159,085.06 to Boomerang, Corp.

If you have any questions or comments regarding this project, please feel free to contact me at 402-392-6918.

Sincerely,

HDR

Matthew J Wilke, P.E.
Aviation Engineer

Enclosure: Pay Request No. 5

cc: Keegan Parizek, Boomerang Corp.

The City of Monticello, Iowa

RESOLUTION

Approving Pay Request #5 related to the Monticello Airport Taxiway Connector project, to Boomerang in the amount of \$159,085.06

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

WHEREAS, Boomerang was awarded the bid to construct the Taxiway Connector at the Monticello Airport on April 7, 2022, Resolution #2022-56, and

WHEREAS, The City Engineer, HDR Engineering has reviewed the fifth pay request from Boomerang related to said project and recommends that it be paid in the amount of \$159,085.06, and

WHEREAS, The City Engineer, HDR Engineering recommends the project be considered substantially complete, and

WHEREAS, The Council finds, based upon the recommendation of the City Engineer, that said pay request should be approved.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve Pay Request #5 from Boomerang and authorizes payment in the amount of \$159,085.06 and further considers substantially complete.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 19th day of September, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

Contractor's Application for Payment

Owner: <u>City of Monticello, Iowa</u>	Owner's Project No.: <u>-</u>
Engineer: <u>HDR</u>	Engineer's Project No.: <u>10332168</u>
Contractor: <u>Boomerang</u>	Contractor's Project No.: <u>-</u>
Project: <u>Construct Taxiway Connector</u>	
Contract: <u>FAA AIP 3-19-0061-012-2022</u>	
Application No.: <u>05</u>	Application Date: <u>9/13/2023</u>
Application Period: <u>From 8/1/2023</u>	<u>to 8/31/2023</u>

1. Original Contract Price		\$ 933,655.00
2. Net change by Change Orders		\$ 10,967.25
3. Current Contract Price (Line 1 + Line 2)		\$ 944,622.25
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$ 917,510.25
5. Retainage		
a. <u>5%</u> X \$ 917,510.25 Work Completed =		\$ 45,875.51
b. <u>5%</u> X \$ - Stored Materials =		\$ -
c. Total Retainage (Line 5.a + Line 5.b)		\$ 45,875.51
6. Amount eligible to date (Line 4 - Line 5.c)		\$ 871,634.74
7. Less previous payments (Line 6 from prior application)		\$ 712,549.68
8. Amount due this application		\$ 159,085.06
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$ 72,987.51

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Boomerang Corporation

Signature: Keegan Parizek **Date:** 09/13/2023

Recommended by Engineer	Approved by Owner
By: <u>Max Wilke</u>	By: _____
Title: <u>Engineer of Record</u>	Title: _____
Date: <u>09/13/2023</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Monticello, Iowa	Owner's Project No.:	-
Engineer:	HDR	Engineer's Project No.:	10392168
Contractor:	Boomerang	Contractor's Project No.:	-
Project:	Construct Taxiway Connector		
Contract:	FAA AIP		

Application No.: 05 Application Period: From 08/01/23 to 08/31/23 Application Date: 09/13/23

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (I / F) (%)	L Balance to Finish (F - J) (\$)
						H Estimated Quantity Incorporated in the Work	G Value of Work Completed to Date (E X H) (\$)				
Original Contract											
4306	Maintenance of Traffic		LS	9,000.00	9,000.00	1.00	9,000.00		9,000.00	100%	-
C-102-1	Contractor Quality Control Program (CQCP)		LS	10,000.00	10,000.00	1.00	10,000.00		10,000.00	100%	-
C-102-1	Mobilization		LS	175,000.00	175,000.00	1.00	175,000.00		175,000.00	100%	-
C-102-1	Management and Inspection of SWPPP		LS	4,000.00	4,000.00	1.00	4,000.00		4,000.00	100%	-
C-102-2	Installation, Removal and Replacement of Silt Fence	2823	LF	32.00	91,336.00	2,279.00	4,558.00		4,558.00	88%	642.00
C-102-3	Stabilized Construction Entrance	230	SY	15.00	3,450.00	230.00	3,450.00		3,450.00	100%	-
C-102-4	Temporary Seeding and Mulching	25	AC	100.00	2,500.00	-	-		-	0%	250.00
C-102-5	Concrete Washout	600	LF	1.00	600.00	1.00	600.00		600.00	100%	-
C-102-6	Inlet Protection Device	75	EA	1.00	75.00	1.00	75.00		75.00	33%	150.00
R-101	Removals		LS	20,000.00	20,000.00	1.00	20,000.00		20,000.00	100%	-
R-151-2	Clearing and Grubbing		LS	1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-
R-152-1	Unclassified Excavation	8,400	BCY	5.00	42,000.00	8,400.00	42,000.00		42,000.00	100%	-
R-152-2	Embankment In-Place	2,350	BCY	3.00	7,050.00	2,350.00	7,050.00		7,050.00	100%	-
R-152-3	Subgrade Preparation	9,135	SY	1.00	9,135.00	6,090.00	9,135.00		9,135.00	100%	-
R-154-1	Subbase Course	36,540	SY	1.00	36,540.00	6,090.00	36,540.00		36,540.00	100%	-
R-201-1	Cement Concrete Pavement - Materials	5,230	SY	186.00	970,780.00	5,230.00	970,780.00		970,780.00	100%	-
R-201-2	Cement Concrete Pavement - Labor and Equipment	5,230	SY	183,050.00	947,265.00	5,230.00	947,265.00		947,265.00	100%	-
R-205-1	Joint Sealing Filler for New Concrete Pavement	8,700	LF	25.00	217,500.00	8,700.00	217,500.00		217,500.00	100%	-
R-205-1a	Surface Preparation		LS	4,000.00	4,000.00	-	-		-	0%	4,000.00
R-205-1b	Marking		LS	7,000.00	7,000.00	-	-		-	0%	7,000.00
R-205-2a	Reflective Media		LS	750.00	750.00	-	-		-	0%	750.00
R-205-3	24-inch, Class III, Reinforced Concrete Pipe, with Flared End	126	LF	146.00	18,396.00	126.00	18,396.00		18,396.00	100%	-
R-205-3.1	15-inch, Class III, Reinforced Concrete Pipe, with Flared End	148	LF	146.00	21,460.00	148.00	21,460.00		21,460.00	100%	-
R-205-3.2	30-inch, Class III, Reinforced Concrete Pipe	78	LF	19,500.00	1,521,000.00	78.00	1,521,000.00		1,521,000.00	100%	-
R-205-3.4	Pipe Underdrains for Airports	1,150	LF	30.00	34,500.00	1,150.00	34,500.00		34,500.00	100%	-
R-205-3.5	Pipe Underdrain Cleanout	6	EA	1,000.00	6,000.00	9.00	6,300.00		6,300.00	100%	-
R-205-3.6	Aircraft Rated Precast Inlet or Manhole with Aircraft Rated Lid	2	EA	15,000.00	30,000.00	2.00	30,000.00		30,000.00	100%	-
R-205-3.7	SW-512, Area Intake with SW-604 Type 46 Casting	1	EA	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
R-209	Seeding		LS	7,000.00	7,000.00	-	-		-	0%	7,000.00
T-005-1	Topsoil - Obtained on Site or Removed from Stockpile	6,030	CY	114.00	687,420.00	670.00	6,030.00		6,030.00	100%	-
T-005-1	Mulching	7,260	SY	1.00	7,260.00	-	-		-	0%	7,260.00
U-105-1	No. 8 AWG, 5 kv, I-824, Type C Cable, Installed in Conduit	3,250	LF	1.60	5,200.00	3,250.00	5,200.00		5,200.00	100%	30.00
U-105-2	No. 4 AWG, Solid, Bare Copper Counterpoise Wire and	3,100	LF	3.00	9,300.00	3,100.00	9,300.00		9,300.00	100%	-
U-105-3	No. 6 AWG, Insulated, Stranded Equipment Ground, Installed	3,250	LF	1.80	5,850.00	3,250.00	5,850.00		5,850.00	100%	30.00
U-105-4	Concrete Encased Electrical Duct Bank, 1 Way - 2" Dia.	185	LF	40.00	7,400.00	185.00	7,400.00		7,400.00	100%	-
U-105-5	Non-Encased Electrical Duct Bank, 1 Way - 2" Dia.	3,100	LF	4.80	14,880.00	3,100.00	14,880.00		14,880.00	100%	-
U-115-1	Base Can Plaza, 2 L-867D Base Cans with Blanking Covers	2	EA	5,000.00	10,000.00	2.00	10,000.00		10,000.00	100%	-
U-125-1	L-861T Taxiway Edge Light, 24" Height, with L-867 Base	31	EA	13,000.00	403,000.00	31.00	403,000.00		403,000.00	100%	-
Original Contract Totals					\$ 933,655.00		\$ 906,543.00	\$ -	\$ 906,543.00	97%	\$ 27,112.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: <u>City of Monticello, Iowa</u> Engineer: <u>HDR</u> Contractor: <u>Boomerang</u> Project: <u>Construct Taxiway Connector</u> Contract: <u>FAA AIP</u>	Owner's Project No.: _____ Engineer's Project No.: <u>10332168</u> Contractor's Project No.: _____
---	--

Application No.: 05 Application Periods From 08/01/23 to 08/31/23 Application Date: 09/13/23

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)				
												Contract Information			
Change Orders															
01 - D-701-5.3	24-inch, Class III, Reinforced Concrete Pipe, with Flared End Sections	(39.00)	LF	250.00	(9,750.00)	(39.00)	(9,750.00)		(9,750.00)	100%					
02 - DR-306	Subdrain Outlet DR-306	3.00	EA	845.00	2,535.00	3.00	2,535.00		2,535.00	100%					
03-D-701-5.3	Unit Price Adjustment of D-701-5.3 for 24" Arch Pipe	40.00	LF	32.05	1,282.00	40.00	1,282.00		1,282.00	100%					
03 - P-152.2	Additional Embankment In Place	295.00	BCY	5.00	1,475.00	295.00	1,475.00		1,475.00	100%					
03 - P-154-5.1	Additional Subbase	1,735.00	SY	6.00	10,410.00	1,735.00	10,410.00		10,410.00	100%					
03 - P-154 Fabric	Addition of Item for Geotextile to P-154	1,735.00	SY	3.15	5,465.25	1,735.00	5,465.25		5,465.25	100%					
04-P-501	Additional reinforcing rebar	1.00	LS	850.00	850.00	1.00	850.00		850.00	100%					
04 - L-125-5.1	Removal of select taxiway Edge Lights	(4.00)	EA	1,300.00	(5,200.00)	(4.00)	(5,200.00)		(5,200.00)	100%					
04 L-125.5.1	Edge Light Parts	4.00	EA	975.00	3,900.00	4.00	3,900.00		3,900.00	100%					
Change Order Totals					\$	10,967.25	\$	10,967.25	\$	-	\$	10,967.25	100%	\$	-
Original Contract and Change Orders															
Project Totals					\$	944,622.25	\$	917,510.25	\$	-	\$	917,510.25	97%	\$	27,112.00

City Council Meeting
Prep. Date: 09/14/2023
Preparer: Russell Farnum



Agenda Item: # 8
Agenda Date: 09/19/2023

Communication Page

Agenda Items Description: Resolution setting the date for the hearing and letting and approving the form of notice of hearing on proposed plans, specifications, proposed form of contract and estimated cost and notice to bidders

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution

<u>Fiscal Impact:</u>	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The bids from this past summer on the waste water treatment facility were 25% over cost projections and funding for the project. The City Engineer has scaled back some of the scope of the project (less pavement, elimination of the recirculation loop, truck wash out, etc.) and made other changes, so hopefully combined with a more favorable bidding timeline, we will get more favorable bids this time.

The timeframe is:

- Tuesday September 19 @ Council Meeting - Resolution setting the date for the hearing and letting and approving the form of notice of hearing on proposed plans, specifications, proposed form of contract and estimated cost and notice to bidders
 - Wednesday September 19 – Notice to bidders is posted to the City website and a copy is emailed to mbiplanroom-dsm@mbionline.com
 - Monday October 2nd OR October 16 @ Council Meeting - Public hearing on plans, specification, form of contract and estimate of cost for the Wastewater Treatment Plant Improvements
 - The hearing will need to be published in the paper 4 & 20 days before
 - Wednesday, October 11th @ 2 PM – Pre-bid meeting at the WWTP
 - October 24th @ 10 AM – Bid Opening – Virtual
 - Bid tab, Engineer’s recommendation and the Attorneys recommendation is sent to USDA for review. Per USDA they need 2-3 weeks for review.
 - November 6 @ Council meeting – Provide Council with an update on the bid results
 - November 20 @ Council Meeting – Consideration of Bid for Wastewater Treatment Plant Improvements & Resolution awarding contract for Wastewater Treatment Plant Improvements.
- ***This will depend on USDA review****

- At a meeting in December – Approved the contract, performance and payment bonds.
****Timing will depend on how fast everything is signed and provided to the City.

Recommendation: Approval is recommended.

PROCEEDINGS TO SET DATE FOR HEARING AND LETTING

435926-33 (NHL)

Monticello, Iowa

September 18, 2023

The City Council of the City of Monticello, Iowa, met at the _____, Monticello, Iowa, on September 18, 2023, at _____ o'clock _____m.

The Mayor presided and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

The City Council took up and considered the proposed Wastewater Treatment Facility Improvements Project. Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____. After due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the said motion duly carried and the said resolution adopted, as follows:

RESOLUTION NO. _____

Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Wastewater Treatment Facility Improvements Project, and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Monticello, Iowa (the “City”), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and form of contract prepared by Snyder & Associates, Inc. (the “Project Engineers”), which may be hereafter referred to as the “Wastewater Treatment Facility Improvements Project” (and is sometimes hereinafter referred to as the “Project”), which proposed plans, specifications, notice of hearing and letting, and form of contract and estimate of cost (the “Contract Documents”) are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

NOW, THEREFORE, Be It Resolved by the City Council (the “Council”) of the City of Monticello, Iowa, as follows:

Section 1. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.

Section 2. The Project is hereby determined to be necessary and desirable for the City, and, furthermore, it is hereby found to be in the best interests of the City to proceed toward the construction of the Project.

Section 3. October 2, 2023, at 6:00 p.m., at the Community Media Center, Monticello, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.

Section 4. The City Clerk is hereby authorized and directed to publish notice (the “Notice of Hearing”) of the hearing on the Contract Documents for the Project in a newspaper of general circulation in the City, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing. The Notice of Hearing shall be in substantially the following form:

(Form of Notice of Hearing)

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST FOR THE
WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT

Notice Is Hereby Given: That at 6:00 p.m., at the Community Media Center, Monticello, Iowa, on October 2, 2023, the City Council of the City of Monticello, Iowa (the “City”) will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the “Contract Documents”) for the proposed Wastewater Treatment Facility Improvements Project (the “Project”).

The Project is located at 1105 E. 1st Street, Monticello, IA.

The Project includes the following work: The Wastewater Treatment Facility Improvements project includes, but is not limited to, furnishing all labor, material and equipment necessary for construction and installation of: submersible pumps in the raw influent lift station, screening wash and compactor, replacing grit classifier equipment, cast-in place tanks for an activated sludge treatment system, various in tank equipment for the active sludge treatment system, non-contact ultraviolet disinfection system, precast effluent reuse lift station and submersible pumps, precast effluent pump station and submersible pumps, precast manholes, new precast controls building, rotary sludge dewatering press, precast building and storage area for sludge handling, non-potable water storage tank, non-potable water booster pump station, water main extension, non-potable water main, force main, gravity sewer main, aeration blowers, demolition of existing tanks and buildings, sludge removal, site work, paving, electrical, mechanical, plumbing and other miscellaneous items.

A copy of the proposed Contract Documents is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or present oral comments with respect to the subject matter of the hearing.

Sally Hinrichsen
City Clerk

Section 5. The City Council hereby delegates to the Project Engineers the duty of receiving electronic bids for the construction of the Project before 10:00 a.m., on October 24, 2023, via the QuestCDN Virtubid system. At such time, and via a telephonic bid opening conference accessed by calling 1-515-598-4967 and dialing the conference ID:180605988#, the City Council hereby delegates to the City Clerk and/or the Project Engineers the duty of opening and announcing the results of the bids received. November 20, 2023, at 6:00 p.m. at the Community Media Center, in the City, is hereby fixed as the time and place that the Council will consider the bids received in connection therewith.

Section 6. The amount of the bid security to accompany each bid is hereby fixed at 10% of the total amount of the bid.

Section 7. The City Clerk and/or the Project Engineers are hereby directed to give notice of the bid letting for the Project by posting notice (the “Notice to Bidders”) at least once, not less than thirteen (13) and not more than forty-five (45) days prior to the date set for receipt of bids, in each of the following three places: (i) in a relevant contractor plan room service with statewide circulation; (ii) in a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. The Notice to Bidders shall be in substantially the following form:

(Form of Notice to Bidders)

ADVERTISEMENT FOR BIDS

**CITY OF MONTICELLO
WASTEWATER TREATMENT FACILITY IMPROVEMENTS - MONTICELLO, IA**

Electronic bids for the work comprising each improvement as stated below must be filed before **10:00 A.M.** local time on **October 24, 2023.** Bids shall be submitted electronically via the QuestCDN VirtuBid system. No alternate electronic bid submittals or paper bids will be accepted. Bids will not be able to be electronically submitted after the deadline. Refer to Instruction to Bidders for additional information.

Electronic proposals will be opened and bids tabulated at **10:00 A.M.** on **October 24, 2023.** The bid opening will be conducted virtually via teleconference. At the time for opening of bids you may enter the virtual bid opening meeting by call **1-515-598-4967 and dialing the conference ID:703155578#.** The bid results will be read aloud remotely during the remote meeting. Results will be considered by the **City of Monticello City Council** at its meeting at 6:00 p.m. at the Community Media Center in Monticello, Iowa on **November 20, 2023.**

The Project includes the following Work: **The Wastewater Treatment Plant Improvements project includes, but is not limited to, furnishing all labor, material and equipment necessary for construction and installation of: submersible pumps in the raw influent lift station, screening wash and compactor, replacing grit classifier equipment, cast-in place tanks for an activated sludge treatment system, various in tank equipment for the active sludge treatment system, non-contact ultraviolet disinfection system, precast effluent reuse lift station and submersible pumps, precast effluent pump station and submersible pumps, precast manholes, new precast controls building, rotary sludge dewatering press, precast building and storage area for sludge handling, non-potable water storage tank, non-potable water booster pump station, water main extension, non-potable water main, force main, gravity sewer main, aeration blowers, demolition of existing tanks and buildings, sludge removal, site work, paving, electrical, mechanical, plumbing and other miscellaneous items.**

Bids will be received for a single prime Contract. Bids shall be on a lump sum price (Base Bid and Alternatives) basis as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: **Snyder & Associates, Inc., 5005 Bowling St. SW, Suite A, Cedar Rapids, IA 52404, Engineer: Nick Eisenbacher, PE 319.362.9394, neisenbacher@snyder-associates.com.** Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of **8:00 AM - 5:00 PM**, and may obtain copies of the Bidding Documents from the Issuing Office as described below. Electronic contract documents are available at no cost by clicking on the "Bids" link at www.snyder-associates.com and choosing the **Wastewater Treatment Plant Improvements** on the left. Project information, engineer's cost opinion, and planholder information is also available at no cost at this website. Downloads require the user to register for a free membership at QuestCDN.com. Downloading electronic contract documents is strongly encourage, but hard copies of the project documents may be obtained from Snyder & Associates, Inc 5005 Bowling St. SW – Suite A, Cedar Rapids, IA 52404 at no cost. Those wanting to obtain hard copies must make an appointment to pick up the documents by calling 319-362-9394. No drop-ins will be allowed.

Printed copies of the Bidding Documents may be obtained from the Issuing Office, during the hours indicated above, upon payment of a deposit of \$ 100.00 for each set. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10) percent of Bidder's maximum Bid price and in the form of a certified check or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.

The Work will be substantially completed within 915 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 975 calendar days after the date when the Contract Times commence to run.

Contractor shall pay Owner \$3,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) until the Work is substantially complete.

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$3,000.00 for each day that expires after such time until the Work is completed and ready for final payment.

Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

To the extent allowed by Federal law and regulation, by virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Pre-bid Conference: A pre-bid conference for the Project will be held on **Wednesday, October 11, 2023** at **2:00 P.M.** at **Wastewater Treatment Plant at 1105 E. 1st, Monticello, IA 52310**. Attendance at the pre-bid conference is encouraged but not required.

American Iron and Steel: Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waivers under section 746 Division A Title III of the United States Department of Agriculture (USDA) Water and Waste Disposal Program (WWD) administered

by the Rural Utilities Service (RUS) and the National Product Waiver (of AIS) for Pig Iron and Direct reduced iron apply to this contract.

Owner: **City of Monticello**

By: **Russ Farnum; City Administrator**

Date: **September 19, 2023**

Section 8. All provisions set out in the attached forms of notice are hereby recognized and prescribed by the City Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved September 18, 2023.

Mayor

Attest:

City Clerk

••••

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF JONES
CITY OF MONTICELLO

SS:

I, the undersigned, City Clerk of the City of Monticello, Iowa, do hereby certify that the transcript hereto attached is a true, correct and complete copy of all the records of the City relating to fixing a time and place of hearing on the proposed plans, specifications and form of contract, and estimated cost for the construction of the Wastewater Treatment Facility Improvements Project and directing publication of a Notice of Hearing announcing the time and place fixed therefor; and fixing a time and place for the taking of bids for the construction of the Project and directing posting of a Notice to Bidders announcing the time and place fixed therefor.

WITNESS MY HAND this ____ day of _____, 2023.

City Clerk

NOTICE OF HEARING PUBLICATION CERTIFICATE:

STATE OF IOWA
COUNTY OF JONES
CITY OF MONTICELLO

SS:

I, the undersigned, City Clerk of the City of Monticello, Iowa, do hereby certify that pursuant to the resolution of its City Council fixing a date of hearing on the proposed plans and specifications, form of contract and estimated cost for the Wastewater Treatment Facility Improvements Project, the Notice of Hearing, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2023.

City Clerk

(Attach here publisher's affidavit of publication of the Notice of Hearing.)

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the Notice of Hearing was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

NOTICE TO BIDDERS POSTING CERTIFICATE – CONTRACTOR PLAN ROOM/LEAD GENERATING SERVICE:

STATE OF IOWA
COUNTY OF JONES
CITY OF MONTICELLO

SS:

I, the undersigned, City Clerk of the City of Monticello, Iowa, do hereby certify that pursuant to the resolution of its City Council setting the date of the bid letting for the Wastewater Treatment Facility Improvements Project, the Notice to Bidders, of which the printed slip attached to the affidavit hereto attached is a true and complete copy, was posted on the date and in the relevant contractor plan room service/construction lead generating service specified in such affidavit, which contractor plan room service/construction lead generating service has a statewide circulation.

WITNESS MY HAND this ____ day of _____, 2023.

City Clerk

(Attach here the affidavit of posting of the Notice to Bidders from the contractor plan room service/construction lead generating service.)

(PLEASE NOTE: Do not date and return this certificate until you have received the affidavit of posting from the contractor plan room service/construction lead generating service and have verified that the Notice to Bidders was posted on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

NOTICE TO BIDDERS POSTING CERTIFICATE – SPONSORED INTERNET SITE:

STATE OF IOWA
COUNTY OF JONES
CITY OF MONTICELLO

SS:

I, the undersigned, City Clerk of the City of Monticello, Iowa, do hereby certify that pursuant to the resolution of its City Council setting the date of the bid letting for the Wastewater Treatment Facility Improvements Project, the Notice to Bidders provided for therein was posted on the website of the Iowa League of Cities and/or on the City's website on _____, 2023.

WITNESS MY HAND this ____ day of _____, 2023.

City Clerk

(Attach here the affidavit of posting of the Notice to Bidders from the Iowa League of Cities and/or a screenshot of the Notice to Bidders as posted on the City's website, showing the date of posting)

City Council Meeting
Prep. Date: 09/13/2023
Preparer: Sally Hinrichsen



Agenda Item: # 9
Agenda Date: 09/19/2023

Communication Page

Agenda Items Description: Motion on acknowledging the receipt the of the FY 2022 annual audit

Type of Action Requested: Motion

Attachments & Enclosures:

<u>Fiscal Impact:</u>	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The State Auditor has released the FY 2022 audit for City.

This motion acknowledges the Council did receive a copy of the audit for their review.

Recommendation: A motion is recommended.



OFFICE OF AUDITOR OF STATE
STATE OF IOWA

Rob Sand
Auditor of State

State Capitol Building
Des Moines, Iowa 50319-0006
Telephone (515) 281-5834 Facsimile (515) 281-6518

NEWS RELEASE

Contact: Ernest Ruben
515/281-5834

FOR RELEASE

September 12, 2023

Auditor of State Rob Sand today released an audit report on the City of Monticello, Iowa.

FINANCIAL HIGHLIGHTS:

The City's receipts totaled \$8,680,558 for the year ended June 30, 2022, a 23.3% increase over the prior year. Disbursements for the year ended June 30, 2022 totaled \$7,692,546, an 11.7% increase over the prior year. The increase in receipts is due primarily to an increase in federal grants, tax increment financing receipts, and utility rate increases. The increase in disbursements is due primarily to an increase for streets and sewer projects.

AUDIT FINDINGS:

Sand reported eight findings related to the receipt and disbursement of taxpayer funds. They are found on pages 50 through 60 of this report. The findings address issues such as a lack of segregation of duties, the lack of computer system policies, the lack of a disaster recovery plan, related party transactions and donations to nonprofits and other governments. Sand provided the City with recommendations to address each of the findings.

Seven of the findings discussed above are repeated from the prior year. The City Council has a fiduciary responsibility to provide oversight of the City's operations and financial transactions. Oversight is typically defined as the "watchful and responsible care" a governing body exercises in its fiduciary capacity.

A copy of the audit report is available for review on the Auditor of State's website at [Audit Reports – Auditor of State](#).

###

CITY OF MONTICELLO

INDEPENDENT AUDITOR'S REPORTS
BASIC FINANCIAL STATEMENTS
SUPPLEMENTARY AND OTHER INFORMATION
SCHEDULE OF FINDINGS

JUNE 30, 2022

City of Monticello



OFFICE OF AUDITOR OF STATE
STATE OF IOWA

Rob Sand
Auditor of State

State Capitol Building
Des Moines, Iowa 50319-0006
Telephone (515) 281-5834 Facsimile (515) 281-6518

August 23, 2023

Officials of the City of Monticello
Monticello, Iowa

Dear Honorable Mayor and Members of the City Council:

I am pleased to submit to you the financial and compliance audit report for the City of Monticello, Iowa, for the year ended June 30, 2022. The audit was performed pursuant to Chapter 11.6 of the Code of Iowa and in accordance with U.S. auditing standards and the standards applicable to financial audits contained in Government Auditing Standards.

I appreciate the cooperation and courtesy extended by the officials and employees of the City of Monticello throughout the audit. If I or this office can be of any further assistance, please contact me or my staff at 515-281-5834.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Sand".

Rob Sand
Auditor of State

Table of Contents

		<u>Page</u>
Officials		3
Independent Auditor’s Report		5-7
Basic Financial Statements:	<u>Exhibit</u>	
Government-wide Financial Statement:		
Cash Basis Statement of Activities and Net Position	A	10-11
Governmental Fund Financial Statement:		
Statement of Cash Receipts, Disbursements and Changes in Cash Balances	B	12-13
Proprietary Fund Financial Statement:		
Statement of Cash Receipts, Disbursements and Changes in Cash Balances	C	14
Fiduciary Fund Financial Statement:		
Statement of Cash Receipts, Disbursements and Changes in Cash Balance	D	15
Notes to Financial Statements		16-31
Other Information:		
Budgetary Comparison Schedule of Receipts, Disbursements and Changes in Balances – Budget and Actual – All Governmental Funds and Proprietary Funds		34-35
Notes to Other Information – Budgetary Reporting		37
Schedule of the City’s Proportionate Share of the Net Pension Liability (Asset)		38-39
Schedule of City Contributions		40-41
Notes to Other Information – Pension Liability		42
Supplementary Information:	<u>Schedule</u>	
Schedule of Cash Receipts, Disbursements and Changes in Cash Balances – Nonmajor Governmental Funds	1	44-45
Schedule of Receipts by Source and Disbursements by Function – All Governmental Funds	2	46-47
Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <u>Government Auditing Standards</u>		48-49
Schedule of Findings		50-60
Staff		61

City of Monticello

Officials

(Before January 2022)

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Brian Wolken	Mayor	Jan 2022
Dave Goedken	Mayor Pro Tem	Jan 2022
Candy Langerman	Council Member	Jan 2022
Tom Yeoman	Council Member	Jan 2022
Scott Brighton	Council Member	Jan 2024
Brenda Hanken	Council Member	Jan 2024
Chris Lux	Council Member	Jan 2024
Russell Farnum	City Administrator	Indefinite
Sally Hinrichsen	City Clerk/Treasurer	Indefinite
Cheryl Clark	Deputy City Clerk	Indefinite
Patrick J. O'Connell	Attorney	Indefinite

(After January 2022)

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Dave Goedken	Mayor	Jan 2024
Chris Lux	Mayor Pro Tem	Jan 2024
Scott Brighton	Council Member	Jan 2024
Brenda Hanken	Council Member	Jan 2024
Candy Langerman	Council Member	Jan 2026
Wayne Peach	Council Member	Jan 2026
Tom Yeoman	Council Member	Jan 2026
Russell Farnum	City Administrator	Indefinite
Sally Hinrichsen	City Clerk/Treasurer	Indefinite
Cheryl Clark	Deputy City Clerk	Indefinite
Douglas Herman	Attorney	Indefinite

City of Monticello



**OFFICE OF AUDITOR OF STATE
STATE OF IOWA**

Rob Sand
Auditor of State

State Capitol Building
Des Moines, Iowa 50319-0006
Telephone (515) 281-5834 Facsimile (515) 281-6518

Independent Auditor's Report

To the Honorable Mayor and Members of the City Council:

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business type activities, each major fund and the aggregate remaining fund information of the City of Monticello, Iowa, as of and for the year ended June 30, 2022, and the related Notes to Financial Statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective cash basis financial position of the governmental activities, the business type activities, each major fund and the aggregate remaining fund information of the City of Monticello as of June 30, 2022, and the respective changes in cash basis financial position for the year then ended in accordance with the cash basis of accounting described in Note 1.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Financial Statements section of our report. We are required to be independent of the City of Monticello, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

Emphasis of Matter

As discussed in Note 3 to the financial statements, the City of Monticello adopted new accounting guidance related to Governmental Accounting Standards Board Statement No. 87, Leases. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting described in Note 1, and for determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Monticello's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and Government Auditing Standards, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Monticello's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Monticello's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Monticello's basic financial statements. We previously audited, in accordance with the standards referred to in the Auditor's Responsibilities for the Audit of the Financial Statements section of this report, the financial statements for the nine years ended June 30, 2021 (which are not presented herein) and expressed unmodified opinions on those financial statements which were prepared on the cash basis of accounting. The supplementary information included in Schedules 1 and 2, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the supplementary information in Schedules 1 and 2 is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Budgetary Comparison Information, the Schedule of the City's Proportionate Share of the Net Pension Liability (Asset) and the Schedule of City Contributions on pages 34 through 42 but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated August 23, 2023 on our consideration of the City of Monticello's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City of Monticello's internal control over financial reporting and compliance.



Ernest H. Ruben, Jr., CPA
Deputy Auditor of State

August 23, 2023

City of Monticello

Basic Financial Statements

City of Monticello

Cash Basis Statement of Activities and Net Position

As of and for the year ended June 30, 2022

	Disbursements	Program Receipts		
		Charges for Service	Operating Grants, Contributions and Restricted Interest	Capital Grants, Contributions and Restricted Interest
Functions/Programs:				
Primary Government:				
Governmental activities:				
Public safety	\$ 1,593,619	359,922	201,140	-
Public works	937,821	142,111	577,077	-
Culture and recreation	815,618	152,487	60,897	2,040
Community and economic development	243,670	1,096	-	-
General government	669,691	115,124	45,487	-
Debt service	639,158	-	2,743	-
Capital projects	847,041	35,706	6,135	194,911
Total governmental activities	5,746,618	806,446	893,479	196,951
Business type activities:				
Water	344,002	512,156	-	-
Sewer	1,011,831	1,040,974	-	-
Sanitation	557,281	633,851	-	-
Storm water	32,814	63,622	-	-
Total business type activities	1,945,928	2,250,603	-	-
Total primary government	\$ 7,692,546	3,057,049	893,479	196,951
Component Unit:				
Monticello Firefighter's Organization	\$ 59,163	-	102,560	-
General Receipts and Transfers:				
Property and other city tax levied for:				
General purposes				
Debt service				
Tax increment financing				
Local option sales tax				
Hotel/motel tax				
Utility franchise fees				
Commercial/industrial tax replacement				
Unrestricted interest on investments				
American Rescue Plan Act				
Sale of capital assets				
Miscellaneous				
Loan proceeds				
Transfers				
Total general receipts and transfers				
Change in cash basis net position				
Cash basis net position beginning of year				
Cash basis net position end of year				
Cash Basis Net Position				
Restricted:				
Nonexpendable:				
Permanent fund purposes				
Expendable:				
Streets				
Debt service				
Library purposes				
Customer deposits				
Fire purposes				
Employee benefits				
Capital projects				
Equipment set-aside				
Other purposes				
Unrestricted				
Total cash basis net position				

See notes to financial statements.

Net (Disbursements) Receipts and Changes in Cash Basis Net Position			
Primary Government			Component Unit
Governmental Activities	Business Type Activities	Total	Monticello Firefighter's Organization
(1,032,557)	-	(1,032,557)	
(218,633)	-	(218,633)	
(600,194)	-	(600,194)	
(242,574)	-	(242,574)	
(509,080)	-	(509,080)	
(636,415)	-	(636,415)	
(610,289)	-	(610,289)	
(3,849,742)	-	(3,849,742)	
-	168,154	168,154	
-	29,143	29,143	
-	76,570	76,570	
-	30,808	30,808	
-	304,675	304,675	
(3,849,742)	304,675	(3,545,067)	
			43,397
1,516,465	-	1,516,465	-
377,620	-	377,620	-
714,143	-	714,143	-
555,669	-	555,669	-
34,681	-	34,681	-
274,105	-	274,105	-
61,029	-	61,029	-
26,336	10,246	36,582	6,069
290,075	-	290,075	-
540	-	540	-
169,320	-	169,320	-
-	502,850	502,850	-
72,989	(72,989)	-	-
4,092,972	440,107	4,533,079	6,069
243,230	744,782	988,012	49,466
3,861,560	657,594	4,519,154	297,545
\$ 4,104,790	1,402,376	5,507,166	347,011
\$ 294,434	-	294,434	-
436,853	-	436,853	-
458,683	50,049	508,732	-
247,349	-	247,349	-
-	100,315	100,315	-
-	-	-	347,011
297,457	-	297,457	-
638,678	-	638,678	-
-	69,791	69,791	-
183,222	-	183,222	-
1,548,114	1,182,221	2,730,335	-
\$ 4,104,790	1,402,376	5,507,166	347,011

City of Monticello

Statement of Cash Receipts, Disbursements
and Changes in Cash Balances
Governmental Funds

As of and for the year ended June 30, 2022

	Special Revenue			
	General	Urban Renewal Tax Increment	Road Use Tax	Employee Benefits
Receipts:				
Property tax	\$ 1,048,215	-	-	433,672
Tax increment financing	-	714,143	-	-
Local option sales tax	555,669	-	-	-
Other city tax	59,155	-	-	10,104
Licenses and permits	288,970	-	-	-
Use of money and property	259,523	3,821	1,159	-
Intergovernmental	284,334	-	552,380	14,827
Charges for service	460,258	-	-	-
Special assessments	-	-	-	-
Miscellaneous	168,214	-	1,553	-
Total receipts	3,124,338	717,964	555,092	458,603
Disbursements:				
Operating:				
Public safety	1,264,424	-	-	318,424
Public works	187,678	-	681,830	68,313
Culture and recreation	632,490	-	-	100,737
Community and economic development	-	243,670	-	-
General government	610,341	-	-	59,350
Debt service	-	-	-	-
Capital projects	-	-	-	-
Total disbursements	2,694,933	243,670	681,830	546,824
Excess (deficiency) of receipts over (under) disbursements	429,405	474,294	(126,738)	(88,221)
Other financing sources (uses):				
Sale of capital assets	40	-	500	-
Transfers in	30,385	-	-	-
Transfers out	(211,020)	(219,778)	-	-
Total other financing sources (uses)	(180,595)	(219,778)	500	-
Change in cash balances	248,810	254,516	(126,238)	(88,221)
Cash balances beginning of year	1,387,415	72,584	563,091	385,678
Cash balances end of year	\$ 1,636,225	327,100	436,853	297,457
Cash Basis Fund Balances				
Nonspendable - Permanent Funds	\$ -	-	-	-
Restricted for:				
Streets	-	-	436,853	-
Debt service	-	327,100	-	-
Library purposes	32,175	-	-	-
Employee benefits	-	-	-	297,457
Capital projects	-	-	-	-
Other purposes	55,936	-	-	-
Assigned for:				
Capital equipment	57,925	-	-	-
Unassigned	1,490,189	-	-	-
Total cash basis fund balances	\$ 1,636,225	327,100	436,853	297,457

See notes to financial statements.

Debt Service	Capital Projects	Nonmajor	Total
370,422	-	-	1,852,309
-	-	-	714,143
-	-	-	555,669
7,198	-	-	76,457
-	400	-	289,370
2,743	11,389	4,482	283,117
10,559	323,892	-	1,185,992
-	-	-	460,258
-	35,306	-	35,306
-	197,272	96,659	463,698
390,922	568,259	101,141	5,916,319
-	-	10,771	1,593,619
-	-	-	937,821
-	-	82,391	815,618
-	-	-	243,670
-	-	-	669,691
639,158	-	-	639,158
-	847,041	-	847,041
639,158	847,041	93,162	5,746,618
(248,236)	(278,782)	7,979	169,701
-	-	-	540
262,382	211,020	-	503,787
-	-	-	(430,798)
262,382	211,020	-	73,529
14,146	(67,762)	7,979	243,230
117,437	706,440	628,915	3,861,560
131,583	638,678	636,894	4,104,790
-	-	294,434	294,434
-	-	-	436,853
131,583	-	-	458,683
-	-	215,174	247,349
-	-	-	297,457
-	638,678	-	638,678
-	-	127,286	183,222
-	-	-	57,925
-	-	-	1,490,189
131,583	638,678	636,894	4,104,790

Exhibit C

City of Monticello

Statement of Cash Receipts, Disbursements
and Changes in Cash Balances
Proprietary Funds

As of and for the year ended June 30, 2022

	Enterprise					Internal Service Self Insurance
	Water	Sewer	Sanitation	Storm Water	Total	
Operating receipts:						
Charges for service	\$ 487,120	1,025,998	632,172	63,622	2,208,912	27,368
Miscellaneous	25,036	14,976	1,679	-	41,691	-
Total operating receipts	512,156	1,040,974	633,851	63,622	2,250,603	27,368
Operating disbursements:						
Governmental activities:						
Public safety	-	-	-	-	-	8,418
Public works	-	-	-	-	-	1,304
Culture and recreation	-	-	-	-	-	909
General government	-	-	-	-	-	5,994
Business type activities	344,002	565,481	557,281	32,814	1,499,578	10,743
Total operating disbursements	344,002	565,481	557,281	32,814	1,499,578	27,368
Excess of operating receipts over operating disbursements	168,154	475,493	76,570	30,808	751,025	-
Non-operating receipts (disbursements):						
Interest on investments	3,103	5,465	1,586	92	10,246	-
Iowa Finance Authority loan proceeds	-	502,850	-	-	502,850	-
Capital outlay	-	(446,350)	-	-	(446,350)	-
Net non-operating receipts (disbursements)	3,103	61,965	1,586	92	66,746	-
Excess of receipts over (under) disbursements	171,257	537,458	78,156	30,900	817,771	-
Transfers out	(45,100)	(6,676)	-	(21,213)	(72,989)	-
Change in cash balances	126,157	530,782	78,156	9,687	744,782	-
Cash balances beginning of year	245,838	304,159	102,885	4,712	657,594	-
Cash balances end of year	\$ 371,995	834,941	181,041	14,399	1,402,376	-
Cash Basis Fund Balances						
Restricted for:						
Customer deposits	\$ 100,315	-	-	-	100,315	-
Debt Service	-	50,049	-	-	50,049	-
Equipment set-aside	61,179	-	8,612	-	69,791	-
Unrestricted	210,501	784,892	172,429	14,399	1,182,221	-
Total cash basis fund balances	\$ 371,995	834,941	181,041	14,399	1,402,376	-

See notes to financial statements.

City of Monticello

Statement of Cash Receipts, Disbursements
and Changes in Cash Balance
Custodial Fund

As of and for the year ended June 30, 2022

	<u>Custodial</u>
	<u>Flexible</u>
	<u>Benefits</u>
Additions:	
Employee contributions	\$ -
Deductions:	
Medical reimbursements	<u>-</u>
Net change in cash balance	-
Cash balance beginning of year	<u>269</u>
Cash balance end of year	<u>\$ 269</u>

See notes to financial statements.

City of Monticello

Notes to Financial Statements

June 30, 2022

(1) Summary of Significant Accounting Policies

The City of Monticello is a political subdivision of the State of Iowa located in Jones County. It was first incorporated in 1889 and operates under the Home Rule provisions of the Constitution of Iowa. The City operates under the Mayor-Council form of government with the Mayor and Council Members elected on a non-partisan basis. The City provides numerous services to citizens, including public safety, public works, culture and recreation, community and economic development and general government services. The City also provides water, sewer, sanitation and storm water utilities for its citizens.

A. Reporting Entity

For financial reporting purposes, the City of Monticello has included all funds, organizations, agencies, boards, commissions and authorities. The City has also considered all potential component units for which it is financially accountable and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and (1) the ability of the City to impose its will on that organization or (2) the potential for the organization to provide specific benefits to or impose specific financial burdens on the City.

These financial statements present the City of Monticello (the primary government) and Riverside Gardeners, Inc., Monticello Firefighters Organization, Inc., Monticello Emergency Medical Team, Friends of the Monticello Public Library and Monticello Youth Baseball and Softball Association (component units). These component units discussed below are included in the City's reporting entity because of the significance of their operational or financial relationship with the City.

Discretely Presented Component Unit

The Monticello Firefighter's Organization is legally separate from the City. The Firefighter's Organization was organized under Chapter 504A of the Code of Iowa as a nonprofit corporation. The Firefighter's Organization collects donations which are used to purchase items not included in the City's budget. In accordance with criteria set forth by the Governmental Accounting Standards Board, the Firefighter's Organization meets the definition of a component unit which should be discretely presented.

Blended Component Units

Riverside Gardeners, Inc. is legally separate from the City but is so intertwined with the City it is, in substance, the same as the City. It is reported as part of the City and blended into the Special Revenue Funds. Riverside Gardeners, Inc. was established pursuant to Chapter 504A of the Code of Iowa for the purpose of developing and maintaining public parks, the maintenance and improvement of community recreational areas and facilities and the beautification of parklands. The Monticello Riverside Park is the primary beneficiary of this charitable organization and it is the intent of the Board of Directors of Riverside Gardeners, Inc. to continue this relationship with the City.

Monticello Emergency Medical Team is legally separate from the City but is so intertwined with the City it is, in substance, the same as the City. It is reported as part of the City and blended into the Special Revenue Funds. Although Monticello Emergency Medical Team is legally separate from the City, its purpose is to benefit the City of Monticello Ambulance Service by soliciting contributions and managing those funds.

Friends of the Monticello Public Library is legally separate from the City but is so intertwined with the City it is, in substance, the same as the City. It is reported as part of the City and blended into the Special Revenue Funds. Although Friends of the Monticello Public Library is legally separate from the City, its purpose is to benefit the City of Monticello public library by soliciting contributions and managing those funds.

Monticello Youth Baseball and Softball Association is legally separate from the City but is so intertwined with the City it is, in substance, the same as the City. It is reported as part of the City and blended into the Special Revenue Funds. Although Monticello Youth Baseball and Softball Association is legally separate from the City, its purpose is to benefit the City of Monticello parks and recreation by soliciting contributions and managing those funds.

Jointly Governed Organizations

The City participates in several jointly governed organizations that provide goods or services to the citizenry of the City but do not meet the criteria of a joint venture since there is no ongoing financial interest or responsibility by the participating governments. City officials are members of the following boards and commissions: Jones County Assessor's Conference Board, 911 Joint Service Board and Emergency Management Agency. The City also participates in the Jones County Solid Waste Management Commission, a jointly governed organization established pursuant to Chapter 28E of the Code of Iowa.

B. Basis of Presentation

Government-wide Financial Statement – The Cash Basis Statement of Activities and Net Position reports information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from this statement. Governmental activities, which are supported by tax and intergovernmental receipts, are reported separately from business type activities, which rely to a significant extent on fees and charges for service.

The Cash Basis Statement of Activities and Net Position presents the City's nonfiduciary net position. Net position is reported in the following categories:

Nonexpendable restricted net position is subject to externally imposed stipulations which require the cash balances to be maintained permanently by the City, including the City's Permanent Funds.

Expendable restricted net position results when constraints placed on the use of cash balances are either externally imposed or are imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position consists of cash balances not meeting the definition of the preceding categories. Unrestricted net position is often subject to constraints imposed by management which can be removed or modified.

The Cash Basis Statement of Activities and Net Position demonstrates the degree to which the direct disbursements of a given function are offset by program receipts. Direct disbursements are those clearly identifiable with a specific function. Program receipts include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function and 2) grants, contributions and interest on investments restricted to meeting the operational or capital requirements of a particular function. Property tax and other items not properly included among program receipts are reported instead as general receipts.

Fund Financial Statements – Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as nonmajor governmental funds.

The City reports the following major governmental funds:

The General Fund is the general operating fund of the City. All general tax receipts from general and emergency levies and other receipts not allocated by law or contractual agreement to some other fund are accounted for in this fund. From the fund are paid the general operating disbursements, the fixed charges and the capital improvement costs not paid from other funds.

Special Revenue:

The Urban Renewal Tax Increment Fund is used to account for tax increment financing collections and the repayment of tax increment financing indebtedness.

The Road Use Tax Fund is used to account for the road use tax allocation from the State of Iowa to be used for road construction and maintenance.

The Employee Benefits Fund is used to account for the property tax levy and disbursements for employee benefits, such as health insurance, pensions, etc.

The Debt Service Fund is utilized to account for property tax and other receipts to be used for the payment of interest and principal on the City's general long-term debt.

The Capital Projects Fund is utilized to account for all resources used in the acquisition and construction of capital facilities and certain equipment, with the exception of those financed through Enterprise Funds.

The City reports the following major proprietary funds:

The Enterprise, Water Fund accounts for the operation and maintenance of the City's water system.

The Enterprise, Sewer Fund accounts for the operation and maintenance of the City's wastewater treatment and sanitary sewer system.

The Enterprise, Sanitation Fund accounts for the operation and maintenance of the City's sanitation system.

The Enterprise, Storm Water Fund accounts for the operation and maintenance of the City's storm water system.

The City also reports the following proprietary fund:

An Internal Service Fund is utilized to account for the financing of a portion of the benefits employees are entitled to under the collective bargaining agreement/union contract due to the City buying higher deductible health insurance policies.

Additionally, the City reports a fiduciary fund to account for assets held by the City as an agent for employee flexible benefit contributions and related payments.

C. Measurement Focus and Basis of Accounting

The City maintains its financial records on the basis of cash receipts and disbursements and the financial statements of the City are prepared on that basis. The cash basis of accounting does not give effect to accounts receivable, accounts payable and accrued items. Accordingly, the financial statements do not present financial position and results of operations of the funds in accordance with U.S. generally accepted accounting principles.

Under the terms of grant agreements, the City funds certain programs by a combination of specific cost-reimbursement grants, categorical block grants and general receipts. Thus, when program disbursements are paid, there is both restricted and unrestricted cash basis net position available to finance the program. It is the City's policy to first apply cost-reimbursement grant resources to such programs, followed by categorical block grants and then by general receipts.

When a disbursement in governmental funds can be paid using either restricted or unrestricted resources, the City's policy is generally to first apply the disbursement toward restricted fund balance and then to less-restrictive classifications – committed, assigned and then unassigned fund balances.

Proprietary funds distinguish operating receipts and disbursements from non-operating items. Operating receipts and disbursements generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. All receipts and disbursements not meeting this definition are reported as non-operating receipts and disbursements.

D. Property Taxes and Governmental Cash Basis Fund Balances

The following accounting policies are followed in preparing the financial statements:

Property tax revenues recognized in the funds become due and collectible in September and March of the current fiscal year with a 1½% per month penalty for delinquent payments; is based on January 1, 2020 assessed property valuations; is for the tax accrual period July 1, 2021 through June 30, 2022 and reflects tax asking contained in the budget certified to the City Council in March 2021.

In the governmental fund financial statements, cash basis fund balances are classified as follows:

Nonspendable – Amounts which cannot be spent because they are legally or contractually required to be maintained intact.

Restricted – Amounts restricted to specific purposes when constraints placed on the use of the resources are either externally imposed by creditors, grantors or state or federal laws or are imposed by law through constitutional provisions or enabling legislation.

Assigned – Amounts the City Council intends to use for specific purposes.

Unassigned – All amounts not included in the preceding classifications.

E. Budgets and Budgetary Accounting

The budgetary comparison and related disclosures are reported as Other Information. During the year ended June 30, 2023 disbursements did not exceed the amount budgeted.

(2) Cash and Pooled Investments

The City’s deposits in banks at June 30, 2022 were entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to ensure there will be no loss of public funds.

The City is authorized by statute to invest public funds in obligations of the United States government, its agencies and instrumentalities; certificates of deposit or other evidences of deposit at federally insured depository institutions approved by the City Council; prime eligible bankers acceptances; certain high rated commercial paper; perfected repurchase agreements; certain registered open-end management investment companies; certain joint investment trusts; and warrants or improvement certificates of a drainage district.

The City had no investments meeting the disclosure requirements of Governmental Accounting Standards Board Statement No. 72.

(3) Long-Term Debt

A summary of changes in long-term debt for the year ended June 30, 2022 is as follows:

	Beginning Balances Restated	Increases	Decreases	Ending Balances	Due Within One Year
Governmental activities:					
General obligation bonds	\$ 3,350,000	-	550,000	2,800,000	565,000
Installment purchase agreements - direct borrowing	58,000	-	22,000	36,000	12,000
Lease purchase agreements	33,669	29,369	18,446	44,592	19,138
Governmental activities total	<u>\$ 3,441,669</u>	<u>29,369</u>	<u>590,446</u>	<u>2,880,592</u>	<u>596,138</u>
Business type activities:					
Sewer revenue loan - direct borrowing	\$ 59,825	502,850	-	562,675	-

General Obligation Bonds

A summary of the City's June 30, 2022 general obligation bonds payable is as follows:

Year Ending June 30,	General Obligation Bonds					
	Issued Oct 21, 2014			Issued May 17, 2016		
	Interest Rates	Principal	Interest	Interest Rates	Principal	Interest
2023	2.50%	\$ 170,000	8,925	1.45%	\$ 155,000	10,808
2024	2.75	170,000	4,675	1.60	155,000	8,560
2025		-	-	1.80	160,000	6,080
2026		-	-	2.00	160,000	3,200
2027		-	-		-	-
2028-2029		-	-		-	-
Total		<u>\$ 340,000</u>	<u>13,600</u>		<u>\$630,000</u>	<u>28,648</u>

Year Ending June 30,	General Obligation Bonds					
	Issued May 15, 2019			Total		
	Interest Rates	Principal	Interest	Principal	Interest	Total
2023	3.00%	\$ 240,000	56,398	\$ 565,000	76,131	641,131
2024	3.00	245,000	49,534	570,000	62,769	632,769
2025	3.00	255,000	42,380	415,000	48,460	463,460
2026	3.00	260,000	34,781	420,000	37,981	457,981
2027	3.00	270,000	26,851	270,000	26,851	296,851
2028-2029	3.00	560,000	27,864	560,000	27,864	587,864
Total		<u>\$ 1,830,000</u>	<u>237,808</u>	<u>\$ 2,800,000</u>	<u>280,056</u>	<u>3,080,056</u>

On October 21, 2014, the City issued \$1,595,000 of general obligation bonds with interest rates ranging from 2.00% to 2.75% per annum. The bonds were issued for the purpose of paying the costs of designing and constructing street, bridge and sanitary sewer system improvements, installing street lighting improvements and making improvements to existing municipal parks. During the year ended June 30, 2022, the City paid \$170,000 of principal and \$12,750 of interest on the bonds.

On May 17, 2016, the City issued \$2,640,000 of general obligation bonds with interest rates ranging from 0.75% to 2.00% per annum. The bonds were issued for the purpose of refunding the 2008 sewer revenue bonds and the 2008 general obligation bonds. During the year ended June 30, 2022, the City paid \$150,000 of principal and \$12,758 of interest on the bonds.

On May 15, 2019, the City issued \$2,500,000 of general obligation bonds with interest rates of 3.00% per annum. The bonds were issued for the purpose of paying the costs of constructing street, water system, sanitary sewer system, sidewalk and storm water drainage improvements and installing street lighting, signage and signalization. During the year ended June 30, 2022, the City paid \$230,000 of principal and \$61,800 of interest on the bonds.

Installment Purchase Agreements – Direct Borrowing

A summary of the City’s June 30, 2022 installment purchase agreements is as follows:

Year	Airport Hangars			
	Feb 17, 2020			
Ending	Interest			
June 30,	Rates	Principal	Interest	Total
2023	5.00%	\$ 12,000	1,800	13,800
2024	5.00	12,000	1,200	13,200
2025	5.00	12,000	600	12,600
Total		\$ 36,000	3,600	39,600

On April 25, 2011, the City entered into an installment purchase agreement with Monticello Aviation, Inc. for \$110,000 for the purchase of the fixed base operations building.

The agreement commenced July 1, 2011 and requires annual payments of \$10,000 plus interest at 4.00% per annum on the unpaid balance. During the year ended June 30, 2022, the City paid the remaining principal of \$10,000 and interest of \$400 on the agreement.

On February 17, 2020, the City entered into an installment purchase agreement with Monticello Aviation, Inc. for \$75,000 for the purchase of two airport hangar buildings.

The agreement commenced March 1, 2020 and requires annual payments of \$12,000 plus interest at 5.00% per annum on the unpaid balance. During the year ended June 30, 2022, the City paid principal of \$12,000 and interest of \$2,400 on the agreement.

Sewer Revenue Loan – Direct Borrowing

On March 19, 2021, the City entered into an interest free loan agreement with the Iowa Finance Authority (IFA) for the issuance of sewer revenue bonds of up to \$595,000. The agreement also requires the City to annually pay a .25% servicing fee on the outstanding principal balance. The loan was issued pursuant to the provisions of Chapter 384.24A to finance costs in connection with planning and designing improvements and extensions to the Municipal Sanitary Sewer System. The City will draw down funds from the IFA upon request to reimburse the City for costs as they are incurred. The total amount borrowed is due in full March 19, 2024. As of June 30, 2022, the City had borrowed \$562,675 as a part of this agreement. During the year ended June 30, 2022, the City did not make any payments on the loan.

Lease Agreements

On May 12, 2020, the City entered into a noncancelable lease agreement for a Bobcat Toolcat vehicle. An initial lease liability was recorded in the amount of \$46,466. The agreement requires monthly payments of \$1,049 over 48 months, with a stated interest rate of 3.99% and a final payment on April 30, 2024.

Year Ending June 30,	Bobcat Utility Vehicle		
	Principal	Interest	Total
2023	\$ 11,917	671	12,588
2024	10,300	190	10,490
Totals	\$ 22,217	861	23,078

On November 17, 2021, the City entered into a noncancelable lease agreement for a Case IH Magnum tractor. The City made an initial payment of \$65,000 and an initial lease liability was recorded in the amount of \$29,369. The agreement requires annual payments of \$7,948 over four years, with a stated interest rate of 3.25% and a final payment on November 16, 2024.

Year Ending June 30,	Case IH Magnum Tractor		
	Principal	Interest	Total
2023	\$ 7,221	727	7,948
2024	7,456	492	7,948
2025	7,698	250	7,948
Totals	\$ 22,375	1,469	23,844

(4) Pension Plan

Plan Description – IPERS membership is mandatory for employees of the City, except for those covered by another retirement system. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by the Iowa Public Employees’ Retirement System (IPERS). IPERS issues a stand-alone financial report which is available to the public by mail at PO Box 9117, Des Moines, Iowa 50306-9117 or at www.ipers.org.

IPERS benefits are established under Iowa Code Chapter 97B and the administrative rules thereunder. Chapter 97B and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits – A Regular member may retire at normal retirement age and receive monthly benefits without an early-retirement reduction. Normal retirement age is age 65, any time after reaching age 62 with 20 or more years of covered employment or when the member’s years of service plus the member’s age at the last birthday equals or exceeds 88, whichever comes first. These qualifications must be met on the member’s first month of entitlement to benefits. Members cannot begin receiving retirement benefits before age 55. The formula used to calculate a Regular member’s monthly IPERS benefit includes:

- A multiplier based on years of service.
- The member’s highest five-year average salary, except members with service before June 30, 2012 will use the highest three-year average salary as of that date if it is greater than the highest five-year average salary.

Protection occupation members may retire at normal retirement age, which is generally age 55 and may retire any time after reaching age 50 with 22 or more years of covered employment.

The formula used to calculate a protection occupation member’s monthly IPERS benefit includes:

- 60% of average salary after completion of 22 years of service, plus an additional 1.5% of average salary for more than 22 years of service but not more than 30 years of service.
- The member’s highest three-year average salary.

If a member retires before normal retirement age, the member’s monthly retirement benefit will be permanently reduced by an early-retirement reduction. The early-retirement reduction is calculated differently for service earned before and after July 1, 2012. For service earned before July 1, 2012, the reduction is 0.25% for each month the member receives benefits before the member’s earliest normal retirement age. For service earned on or after July 1, 2012, the reduction is 0.50% for each month the member receives benefits before age 65.

Generally, once a member selects a benefit option, a monthly benefit is calculated and remains the same for the rest of the member’s lifetime. However, to combat the effects of inflation, retirees who began receiving benefits prior to July 1990 receive a guaranteed dividend with their regular November benefit payments.

Disability and Death Benefits – A vested member who is awarded federal Social Security disability or Railroad Retirement disability benefits is eligible to claim IPERS benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement, the member’s beneficiary will receive a lifetime annuity or a lump-sum payment equal to the present actuarial value of the member’s accrued benefit or calculated with a set formula, whichever is greater. When a member dies after retirement, death benefits depend on the benefit option the member selected at retirement.

Contributions – Contribution rates are established by IPERS following the annual actuarial valuation which applies IPERS’ Contribution Rate Funding Policy and Actuarial Amortization Method. State statute limits the amount rates can increase or decrease each year to 1 percentage point. IPERS Contribution Rate Funding Policy requires the actuarial contribution rate be determined using the “entry age normal” actuarial cost method and the actuarial assumptions and methods approved by the IPERS Investment Board. The actuarial contribution rate covers normal cost plus the unfunded actuarial liability payment based on a 30-year amortization period. The payment to amortize the unfunded actuarial liability is determined as a level percentage of payroll based on the Actuarial Amortization Method adopted by the Investment Board.

In fiscal year 2022, pursuant to the required rate, Regular members contributed 6.29% of covered payroll and the City contributed 9.44% of covered payroll, for a total rate of 15.73%. Protection occupation members contributed 6.21% of covered payroll and the City contributed 9.31% of covered payroll, for a total rate of 15.52%.

The City's contributions to IPERS for the year ended June 30, 2022 totaled \$161,240.

Net Pension Asset, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2022, the City had an asset of \$690,608 for its proportionate share of the overall net pension asset. The overall net pension asset was measured as of June 30, 2021 and the total pension liability used in the calculation the overall plan net pension asset was determined by an actuarial valuation as of that date. The City's proportion of the overall net pension asset was based on the City's share of contributions to IPERS relative to the contributions of all IPERS participating employers. At June 30, 2021, the City's proportion was 0.200045%, which was an increase of 0.189612% over its proportion measured as of June 30, 2020.

For the year ended June 30, 2022, the City's pension expense (reduction), deferred outflows of resources and deferred inflows of resources totaled \$(116,054), \$233,579 and \$1,251,425, respectively.

There were no non-employer contributing entities to IPERS.

Actuarial Assumptions – The total pension liability (asset) in the June 30, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, as follows:

Rate of inflation (effective June 30, 2017)	2.60% per annum.
Rates of salary increase (effective June 30, 2017)	3.25 to 16.25% average, including inflation. Rates vary by membership group.
Long-term investment rate of return (effective June 30, 2017)	7.00% compounded annually, net of investment expense, including inflation.
Wage growth (effective June 30, 2017)	3.25% per annum, based on 2.60% inflation and 0.65% real wage inflation.

The actuarial assumptions used in the June 30, 2021 valuation were based on the results of an economic assumption study dated March 24, 2017 and a demographic assumption study dated June 28, 2018.

Mortality rates used in the 2021 valuation were based on the RP-2014 Employee and Healthy Annuitant Tables with MP-2017 generational adjustments.

The long-term expected rate of return on IPERS' investments was determined using a building-block method in which best-estimate ranges of expected future real rates (expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Asset Allocation	Long-Term Expected Real Rate of Return
Domestic equity	22.0%	4.43%
International equity	17.5	6.01
Global smart beta equity	6.0	5.10
Core plus fixed income	26.0	0.29
Public credit	4.0	2.08
Cash	1.0	(0.25)
Private equity	13.0	9.51
Private real assets	7.5	4.63
Private credit	3.0	2.87
Total	100.0%	

Discount Rate – The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed employee contributions will be made at the contractually required rate and contributions from the City will be made at contractually required rates, actuarially determined. Based on those assumptions, IPERS' fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on IPERS' investments was applied to all periods of projected benefit payments to determine the total pension asset.

Sensitivity of City's Proportionate Share of the Net Pension Liability (Asset) to Changes in the Discount Rate – The following presents the City's proportionate share of the net pension liability (asset) calculated using the discount rate of 7.00%, as well as what the City's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1% lower (6.00%) or 1% higher (8.00%) than the current rate.

	1% Decrease (6.00%)	Discount Rate (7.00%)	1% Increase (8.00%)
City's proportionate share of the net pension liability (asset)	\$ 270,822	(690,608)	(1,503,186)

IPERS' Fiduciary Net Position – Detailed information about IPERS' fiduciary net position is available in the separately issued IPERS financial report which is available on IPERS' website at www.ipers.org.

(5) Other Postemployment Benefits (OPEB)

Plan Description – The City operates a single-employer health benefit plan which provides medical/prescription drug benefits for employees, retirees and their spouses. Group insurance benefits are established under Iowa Code Chapter 509A.13. The City currently finances the benefit plan on a pay-as-you-go basis. For the year ended June 30, 2022, the City contributed \$219,929 and plan members eligible for benefits contributed \$25,719 to the plan. At June 30, 2022, no assets have been accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

OPEB Benefits – Individuals who are employed by the City of Monticello and are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirement. Retirees under age 65 pay the same premium for the medical/prescription drug benefits as active employees, which results in an implicit rate subsidy.

Retired participants must be age 55 or older at retirement, with the exception of special service participants who must be age 50 with 22 years of services. At June 30, 2022, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	-
Active employees	<u>29</u>
Total	<u><u>29</u></u>

(6) Compensated Absences

City employees accumulate a limited amount of earned but unused vacation, sick leave, compensatory time and holiday hours for subsequent use. The City also allows employees to accumulate holiday and compensatory time during the fiscal year in lieu of overtime pay. Employees separated from City employment are paid for unused vacation leave, compensatory time and holiday leave earned. However, sick leave time is lost upon resignation, retirement or death. These accumulations are not recognized as disbursements by the City until used or paid. The City's approximate liability for earned compensated absences payable to employees at June 30, 2022, primarily relating to the General and Enterprise Funds, is as follows:

<u>Type of Benefit</u>	<u>Amount</u>
Vacation	\$ 64,000
Compensatory time	300
Holiday	<u>1,700</u>
Total	<u><u>\$ 66,000</u></u>

This liability has been computed based on rates of pay in effect at June 30, 2022.

(7) Risk Management

The City is exposed to various risks of loss related to torts; theft, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. These risks are covered by the purchase of commercial insurance. The City assumes liability for any deductibles and claims in excess of coverage limitations. Settled claims from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

(8) Employee Health Insurance Plan

The City established the Internal Service, Self-Insurance Fund to account for the partial self-funding of the City's health insurance benefit plan. The plan is funded by City contributions and is administered by an outside firm, Auxiant. The City assumes liability for claims between \$500 and \$3,000 for single coverage and \$1,000 and \$6,000 for family coverage. Claims in excess of the deductible are insured through the purchase of insurance.

In addition to the deductible, the City also self-funds a portion of office visits and prescription co-pays. Employees are charged \$20 per PPO office visit and \$40 per non-PPO office visit, while the employee agreements (City employees union, policy manual and police) state employees are responsible for 10% of the actual cost if a network provider is used and 20% if the provider is outside the network. Therefore, the City reimburses the employees for the difference, if any.

For prescriptions, the City reimburses employees for the entire deductible (\$100 single deductible and \$200 family deductible) as well as the difference between the co-pay (ranges from \$5 to \$70) paid by the employee and the amounts the employee agreements state the employee is responsible for (\$8 for Tier 1 medications, \$35 for Tier 2 medications, and \$50 for Tier 3 and Tier 4 medications).

The City also partially self-funds dental insurance. The dental deductible is \$25 for single and \$75 for family. The City's dental insurance covers 100% of diagnostic and preventative care, 80% of routine and restorative care, and 50% of major care with an annual maximum benefit per person of \$2,000. The City is responsible for the difference between the amount covered by insurance and the amount of coverage stated in the employee agreements.

Payments to the Internal Service, Self-Insurance Fund are recorded as disbursements by the operating funds. Payments to employees for medical claims for the year ending June 30, 2022 totaled \$27,368.

(9) Urban Renewal Project Agreements

The City has entered into various tax increment financing development agreements for urban renewal projects. The agreements require the City to provide incremental property tax payments to developers in exchange for infrastructure improvements and development of commercial projects by the developers. The incremental property tax to be received by the City under Chapter 403.19 of the Code of Iowa from the participating developer will be rebated for a period of up to 15 years, beginning with the tax year in which the property tax on the completed value of the improvements is first paid. The agreements are expected to end by fiscal year 2038. Certain agreements require the City to make grant payments, subject to timing and performance requirements as set forth in the agreements. The total rebates and grants to be paid by the City under the agreements is not to exceed \$4,806,385. The total amount rebated and granted during the year ended June 30, 2022 was \$243,670. The total cumulative amount rebated and granted since inception of the existing agreements is \$1,220,586. Certain agreements are subject to annual appropriation by the City Council.

(10) Library Trusts

The City has received bequests from Charles S. Bidwell and Ioma M. Baker to be used for specific library purposes. The interest received from the Bidwell bequest is to be used to purchase library books and interest received from the Baker bequest is to be used towards library purposes.

(11) Interfund Transfers

The detail of interfund transfers for the year ended June 30, 2022 is as follows:

Transfer to	Transfer from	Amount
General	Enterprise:	
	Water	\$ 20,385
	Storm Water	<u>10,000</u>
		<u>30,385</u>
Debt Service	Special Revenue:	
	Urban Renewal Tax Increment	219,778
	Enterprise:	
	Water	24,715
	Sewer	6,676
	Storm Water	<u>11,213</u>
		<u>262,382</u>
Capital Projects	General	<u>211,020</u>
Total		<u>\$ 503,787</u>

Transfers generally move resources from the fund statutorily required to collect the resources to the fund statutorily required to disburse the resources.

(12) Related Party Transactions

The City had business transactions between the City and City officials totaling \$384,410 during the year ended June 30, 2022.

(13) Revolving Loan Fund

In 2001, the City established a revolving loan account within the General Fund to provide loans to promote economic development within the City. The account was established with proceeds from an economic development RISE grant. At June 30, 2022, there were no active loans.

(14) Interfund Loans

During the year ended June 30, 2020, the General Fund loaned \$40,770 to the Water Operating Fund and \$33,586 to the Storm Water Fund to eliminate deficit balances. During the year ended June 30, 2021, the Enterprise, Water Fund and Storm Water Fund repaid the General Fund \$20,385 and \$5,000, respectively. During the fiscal year ended June 30, 2022, one repayment of \$20,385 was made from the Water Operating Fund fully repaying the balance of the Water Operating Fund loan and one repayment of \$10,000 was made from the Storm Water Fund leaving a balance of \$18,586 in for the Storm Water Fund loan.

(15) Construction Commitments

The City entered into construction contracts totaling \$1,405,231 for various street and airport projects. As of June 30, 2022, costs of \$449,541 had been paid on the contracts. The remaining \$955,690 will be paid as work on these projects progresses.

(16) Tax Abatements

Governmental Accounting Standards Board Statement No. 77 defines tax abatements as a reduction in tax revenues that results from an agreement between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax receipts to which they are otherwise entitled and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the governments or the citizens of those governments.

City Tax Abatements

The City provides tax abatements for urban renewal and economic development projects with tax increment financing as provided for in Chapters 15A and 403 of the Code of Iowa. For these types of projects, the City enters into agreements with developers which require the City, after developers meet the terms of the agreements, to rebate a portion of the property tax paid by the developers, to pay the developers an economic development grant or pay the developers a predetermined dollar amount. No other commitments were made by the City as part of these agreements.

For the year ended June 30, 2022, \$37,639 of property tax was diverted from the City under the urban renewal and economic development agreements.

(17) Lessor Agreements

The City owns an airport and has entered into various lease agreements to rent hangar space with an original lease term of between ten and twenty-five years and may provide for two or three 10-year lease extensions either automatically or upon notification by the lessee of the intention to renew. The leases provide for annual payments of between \$480 and \$3,535 to be received each year, upon the anniversary date of the lease commencement. As the tenant determines whether the lease will renew under the lease extensions, only extension terms which end on or before fiscal year 2036 have been included in the table below. The incremental borrowing rate is 3.00%.

Year Ending June 30,	Hangar Rental		
	Principal	Interest	Total
2023	\$ 8,295	2,980	11,275
2024	8,546	2,729	11,275
2025	8,804	2,471	11,275
2026	9,070	2,205	11,275
2027	9,344	1,931	11,275
2028-2032	43,791	5,324	49,115
2033-2036	13,606	1,014	14,620
Totals	\$ 101,456	18,654	120,110

The City owns a water tower that is rented to two telecommunications companies. The lease agreements were entered into in fiscal year 2002 and have an initial lease term of five years. One lease provides for up to four additional five-year renewals, automatically extended unless terminated by the lessee, with the fourth renewal period ending in fiscal year 2027. The City is to receive monthly lease payments of \$1,200, with an annual rent increase of \$300. Effective March 2020, under the amended lease, the monthly rent during the fourth renewal term was increased an additional \$324 per month. The other lease provides for up to three additional five-year renewals, automatically extended unless terminated by the lessee, with the third renewal period ending in fiscal year 2031. Effective March 2016, under the amended lease, the City is to receive monthly lease payments of \$2,100, with annual rent increases of three percent per month. The incremental borrowing rate is 3.00%.

Year Ending June 30,	Tower Rental		
	Principal	Interest	Total
2023	\$ 50,698	11,493	62,191
2024	53,164	9,939	63,103
2025	55,733	7,496	63,229
2026	58,409	6,600	65,009
2027	61,196	4,810	66,006
2028-2031	152,628	7,396	160,024
Totals	\$ 431,828	47,734	479,562

(18) Prospective Accounting Change

Governmental Accounting Standards Board has issued Statement No. 96, Subscription-Based Information Technology Arrangements. The statement will be implemented for the fiscal year ending June 30, 2023. The revised requirements of this statement will require reporting of the right to use another party's information technology software alone or in combination with tangible capital assets that are not currently reported.

City of Monticello

Other Information

City of Monticello

Budgetary Comparison Schedule
of Receipts, Disbursements, and Changes in Balances –
Budget and Actual – All Governmental Funds and Proprietary Funds

Other Information

Year ended June 30, 2022

	Governmental Funds Actual	Proprietary Funds Actual	Less Funds not Required to be Budgeted
Receipts:			
Property tax	\$ 1,852,309	-	-
Tax increment financing	714,143	-	-
Other city tax	632,126	-	-
Licenses and permits	289,370	-	-
Use of money and property	283,117	10,246	558
Intergovernmental	1,185,992	-	-
Charges for service	460,258	2,208,912	-
Special assessments	35,306	-	-
Miscellaneous	463,698	41,691	92,197
Total receipts	<u>5,916,319</u>	<u>2,260,849</u>	<u>92,755</u>
Disbursements:			
Public safety	1,593,619	-	10,771
Public works	937,821	-	-
Culture and recreation	815,618	-	74,614
Community and economic development	243,670	-	-
General government	669,691	-	-
Debt service	639,158	-	-
Capital projects	847,041	-	-
Business type activities	-	1,945,928	-
Total disbursements	<u>5,746,618</u>	<u>1,945,928</u>	<u>85,385</u>
Excess (deficiency) of receipts over (under) disbursements	169,701	314,921	7,370
Other financing sources (uses), net	73,529	429,861	-
Change in balances	243,230	744,782	7,370
Balances beginning of year	<u>3,861,560</u>	<u>657,594</u>	<u>129,961</u>
Balances end of year	<u>\$ 4,104,790</u>	<u>1,402,376</u>	<u>137,331</u>

See accompanying independent auditor's report.

Total	Budgeted Amounts		Final to
	Original	Final	Net
			Variance
1,852,309	1,849,834	1,849,834	2,475
714,143	705,000	705,000	9,143
632,126	414,145	508,645	123,481
289,370	244,275	252,107	37,263
292,805	269,810	279,580	13,225
1,185,992	736,636	1,230,218	(44,226)
2,669,170	2,119,000	2,570,327	98,843
35,306	13,500	34,573	733
413,192	290,858	508,294	(95,102)
<u>8,084,413</u>	<u>6,643,058</u>	<u>7,938,578</u>	<u>145,835</u>
1,582,848	1,554,575	1,627,737	44,889
937,821	938,741	1,041,581	103,760
741,004	802,456	1,029,653	288,649
243,670	223,773	243,674	4
669,691	671,286	823,502	153,811
639,158	638,811	639,162	4
847,041	779,250	1,117,950	270,909
<u>1,945,928</u>	<u>5,309,829</u>	<u>2,444,809</u>	<u>498,881</u>
<u>7,607,161</u>	<u>10,918,721</u>	<u>8,968,068</u>	<u>1,360,907</u>
477,252	(4,275,663)	(1,029,490)	1,506,742
503,390	4,337,500	750,500	(247,110)
980,642	61,837	(278,990)	1,259,632
<u>4,389,193</u>	<u>3,248,352</u>	<u>3,248,352</u>	<u>1,140,841</u>
<u>5,369,835</u>	<u>3,310,189</u>	<u>2,969,362</u>	<u>2,400,473</u>

City of Monticello

City of Monticello

Notes to Other Information – Budgetary Reporting

June 30, 2022

The budgetary comparison is presented in accordance with Governmental Accounting Standards Board Statement No. 41 for governments with significant budgetary perspective differences resulting from not being able to present budgetary comparisons for the General Fund and each major Special Revenue Fund.

In accordance with the Code of Iowa, the City Council annually adopts a budget on the cash basis following required public notice and hearing for all funds except blended and discretely presented component units and the Internal Service and Custodial Funds. The annual budget may be amended during the year utilizing similar statutorily prescribed procedures.

Formal and legal budgetary control is based upon nine major classes of disbursements known as functions, not by fund. These nine functions are: public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service, capital projects and business type activities. Function disbursements required to be budgeted include disbursements for the General Fund, the Special Revenue Funds, the Debt Service Fund, the Capital Projects Fund, the Permanent Funds and the Enterprise Funds. Although the budget document presents function disbursements by fund, the legal level of control is at the aggregated function level, not by fund. During the year, budget amendments decreased budgeted disbursements by \$1,950,653. The budget amendments are reflected in the final budgeted amounts.

City of Monticello

Schedule of the City's Proportionate Share of the Net Pension Liability (Asset)

Iowa Public Employees' Retirement System
For the Last Eight Years*
(In Thousands)

Other Information

	2022	2021	2020	2019
City's proportion of the net pension liability/asset	0.200045% **	0.010433%	0.008901%	0.010570%
City's proportionate share of the net pension liability (asset)	\$ (691)	733	515	669
City's covered payroll	\$ 1,589	1,530	1,512	1,496
City's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	(43.49)%	47.91%	34.06%	44.72%
IPERS' net position as a percentage of the total pension liability	100.81%	82.90%	85.45%	83.60%

* In accordance with GASB No. 68, the amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

** Overall plan net pension asset.

See accompanying independent auditor's report.

2018	2017	2016	2015
0.011098%	0.010692%	0.008820%	0.007086%
739	673	436	281
1,481	1,386	1,400	1,381
49.90%	48.56%	31.14%	20.35%
82.21%	81.82%	85.19%	87.61%

City of Monticello

Schedule of City Contributions

Iowa Public Employees' Retirement System
For the Last Ten Years
(In Thousands)

Other Information

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Statutorily required contribution	\$ 161	151	148	149
Contributions in relation to the statutorily required contribution	<u>(161)</u>	<u>(151)</u>	<u>(148)</u>	<u>(149)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>
City's covered payroll	\$ 1,720	1,589	1,530	1,512
Contributions as a percentage of covered payroll	9.36%	9.50%	9.67%	9.85%

See accompanying independent auditor's report.

2018	2017	2016	2015	2014	2013
140	139	130	133	131	126
(140)	(139)	(130)	(133)	(131)	(126)
-	-	-	-	-	-
1,496	1,481	1,386	1,400	1,381	1,331
9.36%	9.39%	9.38%	9.50%	9.49%	9.47%

City of Monticello

Notes to Other Information – Pension Liability

Year ended June 30, 2022

Changes of benefit terms:

There are no significant changes in benefit terms.

Changes of assumptions:

The 2018 valuation implemented the following refinements as a result of a demographic assumption study dated June 28, 2018:

- Changed mortality assumptions to the RP-2014 mortality tables with mortality improvements modeled using Scale MP-2017.
- Adjusted retirement rates.
- Lowered disability rates.
- Adjusted the probability of a vested Regular member electing to receive a deferred benefit.
- Adjusted the merit component of the salary increase assumption.

The 2017 valuation implemented the following refinements as a result of an experience study dated March 24, 2017:

- Decreased the inflation assumption from 3.00% to 2.60%.
- Decreased the assumed rate of interest on member accounts from 3.75% to 3.50% per year.
- Decreased the discount rate from 7.50% to 7.00%.
- Decreased the wage growth assumption from 4.00% to 3.25%.
- Decreased the payroll growth assumption from 4.00% to 3.25%.

The 2014 valuation implemented the following refinements as a result of a quadrennial experience study:

- Decreased the inflation assumption from 3.25% to 3.00%.
- Decreased the assumed rate of interest on member accounts from 4.00% to 3.75% per year.
- Adjusted male mortality rates for retirees in the Regular membership group.
- Moved from an open 30-year amortization period to a closed 30-year amortization period for the UAL (unfunded actuarial liability) beginning June 30, 2014. Each year thereafter, changes in the UAL from plan experience will be amortized on a separate closed 20-year period.

Supplementary Information

City of Monticello

Schedule of Cash Receipts, Disbursements
and Changes in Cash Balances
Nonmajor Governmental Funds

As of and for the year ended June 30, 2022

	Police Forfeiture	Slavka Gehret Trust	Riverside Gardeners, Inc.	Special Monticello Emergency Medical Team
Receipts:				
Use of money and property	\$ 15	2,461	26	532
Miscellaneous	-	-	10,191	16,788
Total receipts	<u>15</u>	<u>2,461</u>	<u>10,217</u>	<u>17,320</u>
Disbursements:				
Operating:				
Public safety	-	-	-	10,771
Culture and recreation	-	3,621	17,849	-
Total disbursements	<u>-</u>	<u>3,621</u>	<u>17,849</u>	<u>10,771</u>
Change in cash balances	15	(1,160)	(7,632)	6,549
Cash balances beginning of year	<u>1,168</u>	<u>205,106</u>	<u>19,732</u>	<u>53,391</u>
Cash balances end of year	<u>\$ 1,183</u>	<u>203,946</u>	<u>12,100</u>	<u>59,940</u>
Cash Basis Fund Balances				
Nonspendable - Permanent Funds	\$ -	-	-	-
Restricted for:				
Library purposes	-	203,946	-	-
Other purposes	<u>1,183</u>	<u>-</u>	<u>12,100</u>	<u>59,940</u>
Total cash basis fund balances	<u>\$ 1,183</u>	<u>203,946</u>	<u>12,100</u>	<u>59,940</u>

See accompanying independent auditor's report.

Revenue		Permanent			
Friends of the Monticello Public Library	Monticello Youth Baseball and Softball Association	Cemetery Perpetual Care	Ioma M. Baker Library Trust	Charles S. Bidwell Book Trust	Total
-	-	-	459	989	4,482
8,064	57,154	4,462	-	-	96,659
8,064	57,154	4,462	459	989	101,141
-	-	-	-	-	10,771
4,933	51,832	-	1,182	2,974	82,391
4,933	51,832	-	1,182	2,974	93,162
3,131	5,322	4,462	(723)	(1,985)	7,979
8,097	48,741	171,699	38,161	82,820	628,915
11,228	54,063	176,161	37,438	80,835	636,894
-	-	176,161	37,438	80,835	294,434
11,228	-	-	-	-	215,174
-	54,063	-	-	-	127,286
11,228	54,063	176,161	37,438	80,835	636,894

City of Monticello

Schedule of Receipts By Source and Disbursements By Function –
All Governmental Funds

For the Last Ten Years

	2022	2021	2020	2019
Receipts:				
Property tax	\$ 1,852,309	1,855,253	1,911,489	1,708,332
Tax increment financing	714,143	589,831	237,047	701,595
Local Option Sales Tax	555,669	448,982	375,407	320,996
Other city tax	76,457	71,050	74,124	67,297
Licenses and permits	289,370	237,143	253,329	268,185
Use of money and property	283,117	258,074	288,047	295,977
Intergovernmental	1,185,992	955,129	784,095	1,069,450
Charges for service	460,258	396,439	329,736	342,780
Special assessments	35,306	40,619	71,463	7,043
Miscellaneous	463,698	341,352	411,276	375,431
Total	\$ 5,916,319	5,193,872	4,736,013	5,157,086
Disbursements:				
Operating:				
Public safety	\$ 1,593,619	1,854,396	1,401,631	1,353,932
Public works	937,821	847,893	662,433	983,896
Culture and recreation	815,618	792,640	863,631	859,634
Community and economic development	243,670	234,215	228,608	158,874
General government	669,691	543,423	445,116	422,457
Debt service	639,158	888,710	890,953	1,155,893
Capital projects	847,041	338,436	2,064,298	945,687
Total	\$ 5,746,618	5,499,713	6,556,670	5,880,373

See accompanying independent auditor's report.

2018	2017	2016	2015	2014	2013
1,675,454	1,614,852	1,507,823	1,418,243	1,359,156	1,207,353
677,167	687,017	697,082	705,038	707,631	954,563
303,276	321,671	318,789	331,227	294,450	313,805
67,491	59,739	45,379	47,045	294,875	262,843
256,577	240,231	236,417	257,563	23,739	15,898
227,020	219,114	211,953	199,545	182,975	195,688
1,842,509	984,472	656,846	613,988	1,785,111	860,934
419,282	378,155	421,657	442,108	513,066	538,875
28,750	8,625	10,245	8,841	25,545	33,067
356,557	345,414	322,355	593,478	496,566	398,060
5,854,083	4,859,290	4,428,546	4,617,076	5,683,114	4,781,086
1,406,420	1,264,186	1,301,333	1,314,857	1,314,483	1,554,299
560,099	513,294	505,104	472,415	567,227	523,740
707,194	709,030	684,872	650,097	714,327	565,742
152,717	154,145	160,185	138,630	115,893	143,022
402,548	388,120	447,938	425,395	437,104	437,900
1,146,258	1,080,718	978,276	1,031,717	1,186,490	1,128,656
2,007,692	1,427,765	1,578,911	777,768	1,719,321	1,716,184
6,382,928	5,537,258	5,656,619	4,810,879	6,054,845	6,069,543



OFFICE OF AUDITOR OF STATE
STATE OF IOWA

Rob Sand
Auditor of State

State Capitol Building
Des Moines, Iowa 50319-0006

Telephone (515) 281-5834 Facsimile (515) 281-6518

Independent Auditor's Report on Internal Control
over Financial Reporting and on Compliance and Other Matters
Based on an Audit of Financial Statements Performed in Accordance with
Government Auditing Standards

To the Honorable Mayor and Members of the City Council:

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business type activities, each major fund and the aggregate remaining fund information of City of Monticello, Iowa, as of and for the year ended June 30, 2022, and the related Notes to Financial Statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated August 23, 2023. Our report expressed unmodified opinions on the financial statements which were prepared on the basis of cash receipts and disbursements, a basis of accounting other than U.S. generally accepted accounting principles.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Monticello's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Monticello's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Monticello's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying Schedule of Findings, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis. We consider the deficiency described in the accompanying Schedule of Findings as item 2022-001 to be a material weakness.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying Schedule of Findings as items 2022-002 through 2022-005 to be significant deficiencies.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Monticello's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters which are required to be reported under Government Auditing Standards. However, we noted certain immaterial instances of non-compliance or other matters which are described in the accompanying Schedule of Findings.

Comments involving statutory and other legal matters about the City's operations for the year ended June 30, 2022 are based exclusively on knowledge obtained from procedures performed during our audit of the financial statements of the City. Since our audit was based on tests and samples, not all transactions that might have had an impact on the comments were necessarily audited. The comments involving statutory and other legal matters are not intended to constitute legal interpretations of those statutes.

City of Monticello's Responses to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City of Monticello's responses to the findings identified in our audit and described in the accompanying Schedule of Findings. The City of Monticello's responses were not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the responses.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

We would like to acknowledge the many courtesies and assistance extended to us by personnel of the City of Monticello during the course of our audit. Should you have any questions concerning any of the above matters, we shall be pleased to discuss them with you at your convenience.



Ernest H. Ruben, Jr., CPA
Deputy Auditor of State

August 23, 2023

City of Monticello

Schedule of Findings

Year ended June 30, 2022

Findings Related to the Financial Statements:

INTERNAL CONTROL DEFICIENCIES:

2022-001 Segregation of Duties

Criteria – Management is responsible for establishing and maintaining internal control. A good system of internal control provides for adequate segregation of duties so no one individual handles a transaction from its inception to completion. In order to maintain proper internal control, duties should be segregated so the authorization, custody and recording of transactions are not under the control of the same employee. This segregation of duties helps prevent losses from employee error or dishonesty and maximizes the accuracy of the City’s financial statements.

Condition – Generally, one or two individuals may have control over the following areas for which no compensating controls exist:

- (1) Accounting system – performing all general accounting functions, including journal entries and having custody of City assets.
- (2) Cash – Cashiers are not assigned their own cash funds.
- (3) Receipts – opening mail, collecting, depositing, posting and reconciling. Also, all individuals can void receipts.
- (4) Utility receipts – Utility rates entered into the utility system are not independently reviewed and tested to ensure proper calculations.

Cause – The City has a limited number of employees and procedures have not been designed to adequately segregate duties or provide compensating controls through additional oversight of transactions and processes.

Effect – Inadequate segregation of duties could adversely affect the City’s ability to prevent or detect and correct misstatements, errors or misappropriation on a timely basis by employees in the normal course of performing their assigned functions.

Recommendation – The City should review control procedures to obtain the maximum internal control possible under the circumstances utilizing currently available staff, including elected officials, to provide additional control through review of financial transactions, reconciliations and reports. Independent reviews of financial transactions reconciliations and reports should be documented by the signature or initials of the reviewer and the date of the review.

Response – City staff have implemented processes over the last number of years to improve the issues falling within the “Segregation of Duties” category. City staff will continue to explore additional opportunities to improve our internal controls.

Conclusion – Response accepted.

City of Monticello

Schedule of Findings

Year ended June 30, 2022

2022-002 Bank Reconciliations – Monticello Youth Baseball and Softball Association

Criteria – An effective internal control system provides for internal controls related to ensuring proper accounting for all funds by reconciling bank and book balances.

Condition – For four of the twelve months in the fiscal year, bank reconciliations were not prepared for the Monticello Youth Baseball and Softball Association. Additionally, for months where bank reconciliations were prepared, there was no evidence of independent review.

Cause – Procedures have not been designed and implemented to ensure all accounts are reconciled and the amounts recorded in the books and bank accounts are complete and accurate to ensure proper accounting.

Effect – The lack of a complete bank to book reconciliation and a lack of independent review of bank reconciliations can result in unrecorded transactions, undetected errors and opportunity for misappropriation.

Recommendation – Monthly bank reconciliations should be performed and reconciled to book balances. In addition, the reconciliations should be reviewed by an independent person and the review should be documented by the signature or initials of the independent reviewer and the date of the review.

Monticello Youth Baseball and Softball Association Response – We will make sure all bank statements are reconciled each month. For the majority of the months, there is no activity.

Conclusion – Response acknowledged. The reconciliations should also be reviewed by an independent person and the review should be documented by the signatures or initials of the independent reviewer and the date of the review.

2022-003 Computer System Policies

Criteria – Properly designed policies and procedures pertaining to control activities over the City’s computer system and implementation of the policies and procedures help provide reasonable assurance financial information is safeguarded and reliable, and help ensure the reliability of financial reporting, the effectiveness and efficiency of operations and compliance with applicable laws and regulations.

Condition – The City does not have written policies for password privacy and confidentiality or for requiring password changes.

Cause – The software does not require the user to change logins and passwords periodically. Management has not required written policies for the above computer-based controls.

Effect – Lack of written policies for computer-based system could result in a loss of data or compromised data, resulting in unreliable financial information.

Recommendation – The City should develop written policies addressing the above items in order to improve the City’s control over its computer systems.

City of Monticello

Schedule of Findings

Year ended June 30, 2022

Response – City staff will work on written policies related to the above bullet points to be implemented.

Conclusion – Response accepted.

2022-004 Disaster Recovery Plan

Criteria – A disaster recovery plan for financial continuity should include the following:

- Identification of critical applications.
- Identification of steps for recovery of any operating systems for City operations.
- Identification of computer equipment needed for temporary processing.
- Identification of business location(s) which could be used to process critical applications in the event of an emergency, including any applicable written agreements for the use of the locations.
- Requirement to keep a copy of the disaster recovery plan off site.
- Requirement to keep system backups current and off site.
- An inventory of all hardware and components.
- An inventory of all software applications.
- A requirement that copies of all user documentation and policy and procedures manuals be located off site.
- A requirement for extra stock of paper supplies, such as checks, warrants, purchase orders, etc., be located off site.
- Requirement outlining the frequency of testing the disaster recovery plan to identify issues and document the results of testing.

Condition – The City does not have a disaster recovery plan.

Cause – Management has not required written disaster recovery policies addressing financial continuity.

Effect – Lack of a disaster recovery plan could result in the City's inability to function in the event of a disaster or continue business without interruption.

Recommendation – A written disaster recovery plan should be developed.

City of Monticello

Schedule of Findings

Year ended June 30, 2022

Response – Steps to create a disaster recovery plan have been discussed but not yet implemented.

Conclusion – Response acknowledged. A written disaster recovery plan should be developed and implemented.

2022-005 Receipts

Criteria – An effective internal control system provides for internal controls related to ensuring all receipts are properly accounted for.

Condition – No report is maintained or reviewed for voided receipts.

Cause – Policies have not been established and procedures have not been implemented to require a voided receipt listing to be prepared and reviewed independently.

Effect – Inadequate accounting records can result in unrecorded transactions, undetected errors and opportunity for misappropriations.

Recommendation – The City should prepare a listing of voided receipts and an independent person should review this listing to ensure that voided transactions are appropriate.

Response – Based upon the recommendations received during the audit City staff will institute a process to address the concerns listed here.

Conclusion – Response accepted.

2022-006 Friends of the Monticello Public Library (Friends of the Library)

Criteria – Management is responsible for establishing and maintaining internal control. A good system of internal control provides for adequate segregation of duties so no one individual handles a transaction from its inception to completion. In order to maintain proper internal control, duties should be segregated so the authorization, custody and recording of transactions are not under the control of the same employee. This segregation of duties helps prevent losses from employee error or dishonesty and maximizes the accuracy of the Friends of the Library's financial statements. Also, an effective internal control system provides for internal controls related to ensuring proper accounting for all funds by reconciling bank and book balances.

Condition – The same individual records receipts, prepares deposits, and makes deposits. The same individual also prepares and signs checks. Also, there is no bank reconciliation being prepared.

Cause – The Friends of the Library have a limited number of volunteers and procedures have not been designed to adequately segregate duties or provide compensating controls through additional oversight of transactions and processes. Also, procedures have not been designed and implemented to ensure all accounts are reconciled and the amounts recorded in the books and bank accounts are complete and accurate to ensure proper accounting.

City of Monticello

Schedule of Findings

Year ended June 30, 2022

Effect - Inadequate segregation of duties could adversely affect the Friends of the Library's ability to prevent or detect and correct misstatements, errors or misappropriation on a timely basis by employees in the normal course of performing their assigned functions. The lack of a complete bank to book reconciliation can result in unrecorded transactions, undetected errors and opportunity for misappropriation.

Recommendation - The Friends of the Library should segregate accounting duties to the extent possible. Also, monthly bank reconciliations should be performed and reconciled to book balances. The reconciliations should be reviewed by an independent person and the review should be documented by the signature or initials of the independent reviewer and the date of the review.

Friends of the Library Response - Friends of the Library will delegate another board member to perform and account audit/reconciliation each meeting. This will be completed by a board member other than the Treasurer.

Conclusion - Response acknowledged. Independent reviews should be evidenced by the signature or initials of the reviewer and the date of the review.

2022-007 Monticello Firefighters' Organization, Inc. (Firefighters Organization)

Criteria - Management is responsible for establishing and maintaining internal control. A good system of internal control provides for adequate segregation of duties so no one individual handles a transaction from its inception to completion. In order to maintain proper internal control, duties should be segregated so the authorization, custody and recording of transactions are not under the control of the same volunteer. This segregation of duties helps prevent losses from volunteer error or dishonesty and maximizes the accuracy of the Monticello Firefighters' Organization, Inc.'s (Firefighters' Organization) financial statements.

Condition - The same individual receives donations in the mail and makes deposits. The same individual also reviews receipts and writes and sign checks.

Cause - The Firefighters' Organization has a limited number of volunteers and procedures have not been designed to adequately segregate duties or provide compensating controls through additional oversight of transactions and processes.

Effect - Inadequate segregation of duties could adversely affect the Firefighters' Organization ability to prevent or detect and correct misstatements, errors or misappropriation on a timely basis by employees in the normal course of performing their assigned functions.

Recommendation - The Firefighters' Organization should segregate accounting duties to the extent possible.

City of Monticello

Schedule of Findings

Year ended June 30, 2022

Firefighters Organization Response – New steps will be implemented to segregate duties. In place already, the bank statements are sent to the Fire Chief and are reviewed in the QuickBooks program prior to giving them to the Treasurer for his records. In the future, a different officer will pull the checks and mail from the Department’s Post Office Box. These steps will show that the Monticello Firefighters Organization is making progress in improvement of oversight with full transparency of the financial balances.

Conclusion – Response acknowledged. Independent reviews should be evidenced by the signature or initials of the reviewer and the date of the review.

2022-008 Monticello Emergency Medical Team

Criteria – Management is responsible for establishing and maintaining internal control. A good system of internal control provides for adequate segregation of duties so no one individual handles a transaction from its inception to completion. In order to maintain proper internal control, duties should be segregated so the authorization, custody and recording of transactions are not under the control of the same employee. This segregation of duties helps prevent losses from employee error or dishonesty and maximizes the accuracy of the Monticello Emergency Medical Team financial statements. Also, an effective internal control system provides for internal controls related to ensuring proper accounting for all funds by reconciling bank and book balances.

Condition – The same individual records receipts, prepares deposits, and makes deposits. The same individual also prepares and signs checks. Also, while a bank reconciliation is being prepared, there is no independent review of the bank reconciliation.

Cause – The Monticello Emergency Medical Team has a limited number of volunteers and procedures have not been designed to adequately segregate duties or provide compensating controls through additional oversight of transactions and processes. Also, procedures have not been designed and implemented to ensure all bank reconciliations are independently reviewed.

Effect – Inadequate segregation of duties could adversely affect the Monticello Emergency Medical Team’s ability to prevent or detect and correct misstatements, errors or misappropriation on a timely basis by volunteers in the normal course of performing their assigned functions. The lack of independent review of the monthly bank reconciliation can result in unrecorded transactions, undetected errors and opportunity for misappropriation.

Recommendation – The Monticello Emergency Medical Team should segregate accounting duties to the extent possible. Also, monthly bank reconciliations should be reviewed by an independent person and the review should be documented by the signature or initials of the independent reviewer and the date of the review.

City of Monticello

Schedule of Findings

Year ended June 30, 2022

Monticello Emergency Medical Team Response – With limited number of volunteers it is difficult to segregate duties. We will have the President review monthly bank statements and sign off. The President is a signature holder on the checks. He is not readily available when checks are needing to be written and that is the purpose of only having one signature on the checks. All outgoing checks have been approved in prior meetings and should be noted by the Secretary as motions in the minutes, except for CPR teachings, Kirkwood CPR cards and PO Box expense.

Conclusion – Response acknowledged. Duties should be segregated to the extent possible, and reviews performed by an individual independent of the preparation and signing of checks should be evidenced by the signature or initials of the review and the date of the review.

INSTANCES OF NON-COMPLIANCE

No matters were noted.

City of Monticello

Schedule of Findings

Year ended June 30, 2022

Findings Related to Required Statutory Reporting:

2022-A Certified Budget – Disbursements during the year ended June 30, 2022 did not exceed the amounts budgeted.

2022-B Questionable Disbursements – The Soldier's Memorial Commission is a City department established under the City Code of Ordinances. The Commission's powers and duties per Chapter 25.04 of the Code of Ordinances states, "The Soldier's Memorial Commission shall manage and control the Memorial Building, shall make and establish rules and regulations for its use and management, and shall have, exercise and perform all of the powers and duties granted to the Commission as contained in Chapter 37 of the Code of Iowa and amendments thereto." Iowa Code Chapter 37.16 states the Commission's "purchasing regulations shall conform to generally accepted practices followed by public purchasing officers." Because the Commission's revenue consists of rental fees charged for use of the Commission's Veteran's room and a share of the revenue generated from the City's Community Room, these revenues are considered public funds.

In accordance with Article III, Section 31 of the Iowa Constitution and an Attorney General's opinion dated April 25, 1979, public funds may only be spent for public benefit. During the fiscal year ended June 30, 2022, three disbursements for scholarships totaling \$1,000 were made from the Soldier's Memorial Fund. We believe these expenditures may not meet the requirements of public purpose as defined in the Attorney General's opinion since the public benefits to be derived have not been clearly documented.

According to the opinion, it is possible for certain expenditures to meet the test of serving a public purpose under certain circumstances, although such items will be subject to a deserved close scrutiny. The line to be drawn between proper and improper purpose is very thin.

Recommendation – The City should determine and document the public purpose served by these types of expenditures prior to authorizing any further payments. If this practice is continued, the City should establish written policies and procedures, including requirements for proper public purpose documentation.

Response – City staff will communicate this finding to the Soldier's Memorial Board. City staff will offer our services and guidance to help the Soldier's Memorial Board determine and document the public purpose served by these types of disbursements prior to authorizing any further payments, as outlined here.

Conclusion – Response accepted.

2022-C Travel Expense – No disbursements of City money for travel expenses of spouses of City officials or employees were noted.

City of Monticello

Schedule of Findings

Year ended June 30, 2022

2022-D Business Transactions – Business transactions between the City and City officials or employees are detailed as follows:

Name, Title and Business Connection	Transaction Description	Amount
Kyle Stadtmueller, Tree Board Member owner of All American Lawn & Lands	Landscaping	\$ 6,459
Marv Kelchen, Tree Board Member employee of Black Hills Energy	Utilities	35,054
Dave Savage, Airport Advisory Board Member, owner of Insurance Associates, Inc.	Insurance	284,716
Joe Bayne, Fire Chief, employee of Municipal Emergency Services	Fuel and other supplies	6,233
Kim Brooks, Library Board Member, employee of Monticello Express		
Mark Spensley, Fire Service Board Member, owner of Monticello Express	Library supplies	16,954
Trent Adams, Planning & Zoning Board of Adjustments, Next Generation Plumbing & Heating	Services	12,193
Johnny Russ, Fire Department volunteer, employee of Spahn and Rose Lumber Company	Supplies	12,545
Molli Jenn Hunter, City Employee DBA D&D Services	Janitorial Service	10,256

In accordance with Chapter 362.5(3)(h) of the Code of Iowa, the transactions with Johnny Russ and Joe Bayne do not represent a conflict of interest. Also, Kim Brooks' remuneration of employment is not directly affected as a result of the contract and her duties of employment do not directly involve the procurement or preparation of any part of the contract.

The remaining transactions may represent conflicts of interest as defined in Chapter 362.5 of the Code of Iowa since the total transactions exceed \$6,000 during the fiscal year and the transactions were not competitively bid.

Recommendation – The City should consult legal counsel to determine the disposition of this matter.

Response – Further review of all noted transactions has occurred. It is the position of the City that these are all arm's length transactions not at all impacted by the relationship between the business and the City as noted above. City staff are conscious of perceptions related to dealing between staff, board members, etc., and their businesses, and based thereon only interacts with said businesses as would be the case absent the relationship. Continued scrutiny of these types of transactions will occur.

Conclusion – Response acknowledged. The City should consult legal counsel to determine compliance with Chapter 362.5 of the Code of Iowa and for the disposition of this matter.

City of Monticello

Schedule of Findings

Year ended June 30, 2022

- 2022-E Restricted Donor Activity – No transactions were noted between the City, City officials, City employees and restricted donors in compliance with Chapter 68B of the Code of Iowa.
- 2022-F Bond Coverage – Surety bond coverage of City officials and employees is in accordance with statutory provisions. The amount of coverage should be reviewed annually to ensure the coverage is adequate for current operations.
- 2022-G Utility Rate – The City’s solid waste rate was not established by ordinance.
- Recommendation – The City should establish the solid waste rate by ordinance, as required by Chapter 384.84 of the Code of Iowa.
- Response – City staff has proposed amendments that set the rates by ordinance, per Iowa Code Chapter 384.84. These amendments were adopted by the City Council as Ordinance #766 on May 17, 2023
- Conclusion – Response accepted.
- 2022-H City Council Minutes – No transactions were found that we believe should have been approved in the City Council minutes but were not.
- 2022-I Deposits and Investments – No instances of non-compliance with the deposit and investment provisions of Chapters 12B and 12C of the Code of Iowa and the City's investment policy were noted.
- 2022-J Annual Urban Renewal Report – The annual urban renewal report was approved and certified to the Iowa Department of Management on or before December 1.
- 2022-K Donations – During the fiscal year ended June 30, 2022, the City donated to the following private nonprofit corporations:

Paid to	Purpose	Amount
Monticello Fire Association	Fireworks display	\$ 2,700
Solon American Legion	Moving wall soldiers memorial	100
Jones County Freedom Rock	Freedom rock	100
Monticello Post Prom	Post Prom	250
Jones County Safe and Healthy Youth Coalition	Promoting youth mental wellness and reducing youth substance abuse	3,000

The Constitution of the State of Iowa prohibits governmental bodies from making a gift to private, nonprofit corporations. Article III, Section 31 of the Constitution of the State of Iowa states “...no public money or property shall be appropriated for local or private purposes, unless such appropriation, compensation or claim be allowed by two-thirds of the members elected to each branch of the General Assembly.”

City of Monticello

Schedule of Findings

Year ended June 30, 2022

At least six official Iowa Attorney General Opinions since 1972 have consistently concluded that “a governmental body may not donate public funds to a private entity, even if the entity is established for charitable educational purposes and performs work which the government could perform directly. The Opinions further state, “Even if the function of a private nonprofit corporation fits within the scope of activities generally recognized as serving a public purpose, a critical question exists regarding whether funds or property transferred to a private entity will indeed be used for those public purposes. “Political subdivisions and municipalities, including cities, counties, schools and townships are municipal – governmental – entities. As governmental entities they are governed by elected bodies, are directly responsible to the public as a whole, and are subject to the limitations imposed on them by the state. Although a private organization may be formed to provide and support ‘public’ services which are the same or similar to the services provided by government, the private organizations are not subjected to the same degree of public accountability and oversight as governmental entities.”

In addition, during the fiscal year the City donated to the following governmental entities upon passage of a resolution. The amount of the donation was not documented in an agreement detailing the calculation for the amount to be paid:

<u>Paid to</u>	<u>Purpose</u>	<u>Amount</u>
Jones County		
Senior Dining	Senior meals	\$ 3,200
Jones County JETS	Transportation	1,500
Jones County		
Ag Extension	Youth summer camp	500

Recommendation – We are not aware of any statutory authority for the City to donate public funds to private nonprofit organizations. If the nonprofit organization provides a service to the City, the City may enter into an agreement properly established under Chapter 28E of the Code of Iowa or an ordinary contract for services similar to one they would enter with a private entity providing services. Either way, the agreement should detail the services provided and the cost of those services, as well as provide transparency for the City that allows confirmation the funds were spent as agreed and a clawback provision in the event that they are not spent as agreed. If the entity is not providing a service to the City, the City should immediately cease making future such donations. Agreements to provide funding to governmental organizations should likewise be determined in advance and provide transparency on the use of the funds.

Response – Based upon the recommendations received during the audit City staff will institute a process to address the concerns listed here. City staff have implemented processes over the year to improve the issues falling within “Donations” and will work to implement 28E agreements or contracts with more detail as outlined here.

Conclusion – Response accepted.

City of Monticello

Staff

This audit was performed by:

Ernest H. Ruben, Jr, CPA, Deputy
Gwen D. Fangman, CPA, Manager
William J. Sallen, CPA, Senior Auditor
William R. Bamber, CPA, Staff Auditor
Zachary T. Shaw, Staff Auditor
Austin C. Gohlmann, Assistant Auditor

City Council Meeting
Prep. Date: 09/13/2023
Preparer: Russell Farnum



Agenda Item: #10
Agenda Date: 09/19/2023

Communication Page

Agenda Items Description: Motion Approving possible Mural on Steps behind City Hall

Type of Action Requested: Motion

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Monticello Main Street is considering several locations and opportunities for murals in the downtown. One such location is the concrete walls and steps on the Sycamore Street stairs behind City Hall and the Community Center.

Monticello Main Street will be present at the Council meeting to discuss the consideration.

Recommendation: A motion is recommended.

City Council Meeting
Prep. Date: 09/13/2023
Preparer: Russell Farnum



Agenda Item: # 11
Agenda Date: 09/19/2023

Communication Page

Agenda Items Description: Motion on Fiber Optic Line and Handhold Markers

Type of Action Requested: Motion

Attachments & Enclosures:

<u>Fiscal Impact:</u>	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: At the Open Forum at the September 5 Council meeting, a representative from Cascade Communications agreed to find an alternative to the orange triangular Fiber Optic line markers.

No formal action was taken by the Council, but if Council wants to memorialize the prior direction with a formal motion and vote, such action is recommended.

Recommendation: A motion is recommended.

City Council Meeting
Prep. Date: 09/14/2023
Preparer: Russell Farnum



Agenda Item: # 12
Agenda Date: 09/19/2023

Communication Page

Agenda Items Description: Discussion and possible Motion on ROW Utility Permit Requirements

Type of Action Requested: Discussion and possible Motion

Attachments & Enclosures:

<u>Fiscal Impact:</u>	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The recent fiber optic installations have raised many questions about the City’s requirements for construction in the public right-of-way.

At the last meeting the Council gave direction on repair of concrete streets. The motion did not cover sidewalks, aprons, sealcoat or brick streets, grassy areas, or other instances.

The Municipal Code does not have a lot of details or requirements for ROW permits. The bond for working in the street is only \$250; repairing one 2’x2’ hole in a concrete street would cost more than that.

The City Engineer provided Cedar Rapids details for reference, which also incorporates SUDAS standards. I’ve also attached the Cedar Rapids ordinance, and Monticello’s, for reference.

Recommendation: Direction is requested.

135.09 EXCAVATIONS.

No person shall dig, excavate, or in any manner disturb any street, parking or alley except in accordance with the following:

1. **Permit Required.** No excavation shall be commenced without first obtaining a permit. A written application for such permit shall be filed with the City and shall contain the following:
 - A. An exact description of the property, by lot and street number, in front of or along which it is desired to excavate;
 - B. A statement of the purpose, for whom and by whom the excavation is to be made;
 - C. The person responsible for the refilling of said excavation and restoration of the street or alley surface; and
 - D. Date of commencement of the work and estimated completion date.
2. **Public Convenience.** Streets and alleys shall be opened in the manner that will cause the least inconvenience to the public and admit the uninterrupted passage of water along the gutter on the street.
3. **Barricades, Fencing and Lighting.** Adequate barricades, fencing and warning lights meeting standards specified by the City shall be so placed as to protect the public from hazard. Any costs incurred by the City in providing or maintaining adequate barricades, fencing or warning lights shall be paid to the City by the permit holder/property owner.
4. **Bond Required.** The applicant shall post with the City a penal bond in the minimum sum of \$1,000.00 issued by a surety company authorized to issue such bonds in the State. The bond shall guarantee the permittee's payment for any damage done to the City or to public property, and payment of all costs incurred by the City in the course of administration of this section. In lieu of a surety bond, a cash deposit of \$1,000.00 may be filed with the City.
5. **Restoration of Public Property.** Streets, sidewalks, alleys and other public property disturbed in the course of the work shall be restored to the condition of the property prior to the commencement of the work, or in a manner satisfactory to the City, at the expense of the permit holder/property owner. Portland cement or asphaltic concrete must extend at least one-half inch above the adjacent surfacing.
6. **Inspection.** All work shall be subject to inspection by the City. Backfill shall not be deemed completed, and no resurfacing of any improved street or alley surface shall begin, until such backfill is inspected and approved by the City. The permit holder/property owner shall provide the City with notice at least 24 hours prior to the time when inspection of backfill is desired. Backfill shall be with sand, vebro-packed
7. **Completion by the City.** Should any excavation in any street or alley be discontinued or left open and unfinished for a period of 24 hours after the approved completion date, or in the event the work is improperly done, the City has the right to finish or correct the excavation work and charge any expenses for such work to the permit holder/property owner.
8. **Responsibility for Costs.** All costs and expenses incident to the excavation shall be borne by the permit holder and/or property owner. The permit holder and owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by such excavation.
9. **Notification.** At least 48 hours prior to the commencement of the excavation, excluding Saturdays, Sundays and legal holidays, the person performing the excavation shall contact the Statewide Notification Center and provide the center with the information required under Section 480.4 of the Code of Iowa.
10. **Permit Fee.** A permit fee of \$10.00 shall be payable at the time of filing the application with the City. A separate permit shall be required for each excavation.
11. **Permit Issued.** Upon approval of the application, filing of bond, and payment of any required fees, a permit shall be issued.

CHAPTER 9A RIGHT-OF-WAY USE

9A.01 GENERAL PROVISIONS

(a) **Purpose.**

1. The city's street and alley right-of-way are owned or held by the city primarily for the purpose of pedestrian and vehicular passage and for the city's provision of essential public safety services, including police, fire, and emergency medical response services; and public health services, sanitary sewer, water, storm drainage, and public utilities. In all cases, pedestrian, vehicular passage, the public safety and public health services is considered and treated as the dominant and preeminent uses of the public right-of-way.
2. The city recognizes that it holds the right-of-way within its geographical boundaries as an asset in trust for its citizens. All other uses of public right-of-way, including use for the provision of private utility services, private communication services, and private utility services, must in all cases be subordinate to the use of the right-of-way for pedestrian and vehicular passage and for the provision of the public safety and public health services mentioned.
3. In order to provide for the health, safety and well-being of its citizens, as well as to ensure the structural integrity of its streets and the use of the right-of-way, the city strives to keep its right-of-way in a state of good repair and free from unnecessary encumbrances. Although the general population bears the financial burden for the upkeep of the right-of-way, a significant cause for the early and excessive deterioration of the right-of-way is due to disturbances from the right-of-way user.
4. The City Council finds and declares that this chapter imposes reasonable regulations on the use, occupancy, placement and maintenance of equipment and/or facilities within city right-of-way or to be used, occupied and/or placed therein at some future time.
5. This chapter also provides for the ability to charge for costs associated with the use, occupancy, work and obstruction in the right-of-way and shall adhere to and meet the requirements of all applicable City, County, State, and Federal laws, franchise rules and regulations, regulations and directives of the Iowa Utilities Board, the Department of Natural Resources, and any other applicable laws or regulations in its use of the public right-of-way.
6. The City Council finds that it is in the public interest to provide for the payment of right-of-way fees by right-of-way users occupying, working and obstructing. This provides equity by requiring users of the right-of-way to pay for costs associated with the use, occupancy, and obstruction of the public's rights-of-way.
7. The City Council desires to exercise its lawful police power and common law authority and all statutory authority, which is available to it, including, but not limited to, the powers conferred on it under its Charter, this Code and I.C.¹ chs. 362 through 392. The City Council finds and determines that the public interest will be best protected by adopting this chapter regulating the use and occupancy of public right-of-way, conditioned upon the payment of right-of-way fees.

¹Unless otherwise indicated, all references to "I.C." will be to the 2018 Code of Iowa.

-
8. This chapter provides for uniform procedures and standards for the franchising, licensing, permitting and leasing of public right-of-way.
 9. The City Council does not intend in this chapter to provide for the creation or establishment of a franchise, permit or license for general and long-term use of the right-of-way by any person, nor does the council intend to provide for the creation or establishment of a permit for general or long-term use of the right-of-way, except as to limited, short-term right-of-way permits.
 10. The City Council further recognizes that city staff charged with enforcing this chapter will require a significant amount of time to fully implement it, and that those regulated by this chapter will likewise require a significant amount of time to familiarize themselves with this chapter and its requirements and to come into compliance therewith. The City manager and director are directed, to give those regulated by this chapter advice, assistance, and adequate opportunity to comply with its requirements.

(b) **Definitions.** Terms used in this chapter have the following meanings unless the context clearly indicates otherwise:

"Applicant" means any person requesting permission to occupy, use, excavate or obstruct a right-of-way.

"City engineer" means the city engineer, or his or her designee.

"City manager" means the city manager or his or her designee.

"City utility" means all or part of a waterworks, sanitary sewage system, storm water drainage system, and telecommunications systems or services offered separately or combined with any system or service specified in this chapter or authorized by other law, any of which are owned by a city, including all land, easements, right-of-way, fixtures, equipment, accessories, improvements, appurtenances, and other property necessary or useful for the operation of the utility.

"Communications system" means any telephone or telegraph system or any other system of cables, wires, fibers, or conduits and any related equipment, facilities, manholes or overhead poles operated and maintained for communications purposes, or operated for the purpose of transmitting data, but excluding cable television systems franchised to provide that service by the city.

"Connection fee for sewer and water service" means money paid to the City by applicant prior to issuance of a right-of-way permit to connect to city service.

"Customer" means any person who purchases any utility services provided by a utility or any other person occupying or using the right-of-way.

"Department" means the city's Public Works department.

"Department inspector" means any person authorized by the director to carry out inspections.

"Director" means the public works director or designee.

"Disposition" means the process by which city-owned right-of-way or land is conveyed by the city to another entity.

"Double pole" means any old utility pole which is attached or in close proximity to a new pole.

"Emergency" means a condition that poses a clear and immediate danger to life, health, or a significant loss of property, or which prevents the performance of or threatens to cause a delay in the performance of vital city operations or activities.

"Encroachment" means an intrusion or infringement upon or onto City property. Setting or placing anything in the public right-of-way or an easement, whether it be temporary or fixed in nature is an encroachment.

"Equipment" means any tangible thing located in any right-of-way, including underground and in-ground vaults, irrigation facilities and site plan approved tree wells, but excluding street trees required pursuant to city regulations and other ornamental plantings.

"Excavate" means to dig into or in any way remove or physically disturb or penetrate any part of a right-of-way or public space.

"Franchise" means an authority granted by the city to an individual or group enabling them to carry out specified commercial activities; e.g., providing gas or electric light and power distribution system.

"Franchisee" means any person who has been granted a franchise by the city for the use or occupancy of right-of-way or who is granted a franchise for the use or occupancy of right-of-way.

"High-intensity corridor" means a corridor where the director has determined that maintenance of existing utilities will be allowed, however, no new utilities can be installed in the right-of-way until such time as a public common corridor can be developed for new utility facilities and a fee for its cost recovery can be adopted.

"In" when used in conjunction with a right-of-way, means over, above, in, within, on, or under a right-of-way.

"Inspection cost component" means the costs the city will incur from inspectors conducting inspections in the right-of-way impacted by use, occupancy, work, excavation or obstruction.

"Lease" means a contract by which the City conveys right-of-way to another for a specified time in return for a periodic payment.

"Lessee" means any person to whom the city has leased a portion of the right-of-way or to whom the city leases a portion of the right-of-way.

"License" means the authority or permission to perform an action or carry out a trade on the city's right-of-way.

"Licensee" means any person to whom the city has issued a license to use or occupy a right-of-way, or to whom the city issues a license to use or occupy a right-of-way.

"Local exchange area" means an area, as established under regulations of the state, in which intra-area communications service is provided by an incumbent local exchange carrier and/or a competitive local exchange service provider or carrier, as such entities are defined and regulated pursuant to state or federal law and regulation.

"Long distance carrier" means the operator of a long distance system.

"Long distance system" means a communications system furnishing communications services between stations located in different local exchange areas.

"Micro wireless facility" means a wireless facility with dimensions no larger than twenty-four inches in length, fifteen inches in width, and twelve inches in height and that has an exterior antenna, if any, that is no more than eleven inches in length.

"Non-allocable right-of-way management program costs or non-allocable costs" means right-of-way management costs which will be incurred by the city, but which will not be allocable to particular users of the right-of-way and which cannot be recovered through permit fees.

"Non-franchise public utility permit" means a permit the city has issued or issues to a public utility to use or occupy a right-of-way for purposes of providing utility services to the public for compensation.

"Obstruct" means to impede the free and unrestricted use of the right-of-way by others or to place any tangible object upon the surface of a right-of-way so as to hinder free and open passage over that or any part of the right-of-way, or so as to effectively impede the free and unrestricted use of the right-of-way by others.

"Obstruction in the right-of-way permit" means the permit must be obtained before a person may obstruct a right-of-way.

"Obstruction in the right-of-way permit fee" means money paid to the city by an applicant for an obstruction permit.

"One call" means the system established by I.C. Ch. 480 to provide contractors, homeowners, and others who may be excavating, digging or trenching with a single toll-free number to call for locating and marking underground facilities.

"Outlay and expense or all outlay and expense" means the full and actual costs and expenses incurred by the city, including interest, benefits and overhead where applicable, and including, but not limited to, all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees including overhead expenses of the city's staff attorneys, and all costs and expenses of litigation as they are incurred by the city.

"Permit" means a permit to use, occupy, work, excavate or obstruct a right-of-way issued by the city.

"Permittee" means any person to whom a permit to use, occupy, work, excavate or obstruct a right-of-way has been issued by the city.

"Person" means any natural or corporate person, business association or other business entity, including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.

"Plant" means the cables, terminals, conductors and other fixtures necessary for transmitting electric, telephone, cable television or other telecommunication services.

"Private property" means ownership of property by non-governmental entities.

"Public common corridor" means a transport corridor is a generally linear area that is defined by one or more modes of transportation like highways, railroads or public transit which share a common course.

"Public health and safety" means regulations and procedures intended to prevent accident or injury in workplaces or public environments.

"Public utility" means a person owning or operating a facility used for furnishing natural gas by piped distribution system, electricity, communications services not including cable television systems, or water by piped distribution system, to the public for compensation; provided, however, that a public utility does not include a small wireless facility, a micro wireless facility or a franchisee.

"Restoration" means the process by which an excavated or obstructed right-of-way is returned to its proper and required condition pursuant to the city's utility accommodation and street restoration specifications.

"Restoration fee" means an amount of money paid to the city by a permittee to cover the cost of restoration.

"Right-of-way" means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, tunnel, viaduct, or bridge which has been officially dedicated for public travel and which has traditionally been used for the provision of utility services to the public, in which the city has an interest in law or in equity, whether held in fee or other estate or interest, or as a trustee for the public; provided, however, that skywalks, sidewalks within public cemeteries, and sidewalks and trails within public parks and on river levees shall not be considered right-of-way available for private or commercial use.

"Right-of-way permit" means the permit that must be obtained before a person may use, occupy, obstruct and/or work in the right-of-way, not limited to excavation. Unless indicated otherwise, the general phrase "right-way-permit" includes a work in the right-of-way permit, obstruction in the right-of-way permit, non-franchise public utility permit and small wireless facility permit.

"Right-of-way permit fee" means money paid to the city by an applicant for a right-of-way permit.

"Right-of-way user" means any person who has equipment located in any right-of-way, or who occupies or uses the right-of-way or any equipment in the right-of-way, and includes franchisees, licensees, lessees, permitted and unpermitted users as herein defined.

"Right-of-way vacation" means the process by which the public's use of the right-of-way has been terminated by the City.

"Service or utility service" means and includes: (a) A service provided by any entity organized for the purposes set forth in I.C.Ch. 476, or provided by a public utility as therein defined; and (b) A service for which cities have been granted franchising authority pursuant to I.C. Section 364.2, including electric light and power, heating, telegraph, cable television, district telegraph and alarm, motorbus, trolley bus, street railway or other public transit, water, or gas services provided to customers within the city.

"Small wireless facility" means a small wireless facility as defined by I.C. Section 8C.2 (2019), except it does not include a micro wireless facility as defined by that Section.

"Small wireless facility permit" means the permit that must be obtained before a person may work and install a small wireless facility in the right-of-way.

"Small wireless facility permit fee" means the money paid to the City by an applicant for a small wireless facility permit as authorized by I.C. Ch. 8C (2019).

"System management costs" mean those costs which the city incurs in planning, designing, constructing and maintaining of a high-intensity corridor.

"System management fee" means the fee imposed on users of a high-intensity corridor to recoup those costs which the city incurs in planning, designing, constructing and maintaining of the high-intensity corridor.

"System or utility system" means all equipment which a person has that is located in public right-of-way and that is used to provide a service either to the person or to others as part of the person's business.

"Transfer" means the sale, assignment, or conveyance, in whole or in part, of a franchisee's, permittee or licensee's equipment in the right-of-way to another person; the sale, assignment, or conveyance, in whole or in part, of a franchisee's, permittee, or licensee's business, whether pursuant to sale, merger, or reorganization, to another person; or the sale, assignment, or conveyance, in whole or in part, of a franchisee's franchise, a permittor's permit or a licensee's license to another person.

"Transferee" means the person to whom a franchisee's, permittee or licensee's equipment in the right-of-way is sold, assigned, or conveyed, in whole or in part; to whom a franchisee's, permittee or licensee's business is sold, assigned, or conveyed, in whole or in part; or to whom a franchisee's franchise, permittor's permit or a licensee's license is sold, assigned, or conveyed, in whole or in part.

"Underground corridor district" means an area established by the City Council in which utility lines or pipe are underground or buried, including any excavated and subsequently backfilled trench that the utility line or pipe was constructed or laid in. Underground corridor districts may include, but aren't limited to areas consisting of: sanitary and storm sewers, water lines, gas lines, sewer force mains, buried electric power distribution lines, buried fiber and buried telephone, cable TV or telecommunication lines. Underground corridor districts may be established in public rights-of-way, including streets or roads, as well as on the properties being served by the utilities.

"Unpermitted right-of-way user or unpermitted user" means any user who has not obtained a right-of-way permit as required.

"Unused equipment" means equipment located in the right-of-way which has remained unused for two (2) years or more and for which the right-of-way user is unable to provide proof that it has either a plan to begin using that equipment within the next 12 months or a potential purchaser or user of that equipment for the

same purpose. Unused equipment shall not be deemed to include equipment which is installed as backup equipment to be used in the event of damage to or outage of equipment which is being used or which is installed to provide capacity to meet future service needs.

"User" means any person who has equipment located in any right-of-way, or who occupies or uses the right-of-way or any equipment in the right-of-way, and may as the context requires, include a franchisee, lessee, licensee, and permittee.

"Wireless facility" means equipment at a fixed location that enables the transmission of wireless communication or information of any kind between user equipment and a communications network, except that "wireless facility" does not include coaxial or fiber optic cable that is not immediately adjacent to, or directly associated with, a particular antenna.

"Work in the Right-of-way permit" means the permit, must be obtained before a person may work in the right-of-way, and not limited to excavation, boring and/or tunneling.

"Work in the right-of-way permit fee" means money paid to the city by an applicant for work in the right-of-way, not limited to excavation.

- (c) **Administration.** The director shall be responsible for the administration of the right-of-way; of right-of-way permits; of the franchising, licensing, and leasing of the use of right-of-way; and of this chapter and city ordinances relating thereto. The director may delegate any or all of his or her duties.
- (d) **Interference and unlawful use of right-of-way.** When working in or occupying the public right-of-way, permittees or persons shall not interfere with other users of the right-of-way, or the safety, health, and convenience of the public in the public's use thereof for ordinary travel, nor shall they interfere with public safety or public health services provided by the city to its residents by means of the public right-of-way.

Examples of interference and unlawful use of right-of-way include but are not limited to the following:

1. **Blocking Entrances.** No person shall obstruct any public way, place or any entrance, exit or approach to any place of business, or block or impede any other person who is entering, occupying or leaving any place of business, or who is performing any services or labor, or who is seeking or obtaining employment, or who is purchasing, selling, delivering, using, transporting, or receiving any goods, wares, merchandise, services, entertainment, accommodations or articles, or who is attempting or seeking to do any of the foregoing, or to prevent, delay, hinder or interfere with the free passage of any vehicle or conveyance operated by or in the custody of any such other person or in which any such other person is riding or attempting to ride.
2. **Congregation.** No group or persons shall collect or gather on any public right-of-way or public place so as to obstruct the free passage thereon, or neglect or refuse to disperse upon the request or command of a police officer.
3. **Games and Playground Equipment.** No person shall participate in any sport or game on any street, alley or other public place, nor place any playground equipment, i.e. basketball hoop in the right-of-way, which is likely to injure persons or interferes with the free passage thereon.
4. **Illegal Dumping and Nuisances.** No person shall leave, place, deposit, throw, discard or dump any solid waste, yard waste, or recycling materials, as defined in in the Municipal Code Section 24.01 in the public right-of-way. Persons observed leaving, placing, depositing, throwing, discarding or dumping unwanted solid waste on the public right-of-way can be charged with illegal dumping under the provisions of Iowa Code outlined in Ch.'s 321, 455B, 455D, 461A, 462A, 556B, 716, 716B and 727.

The matters, things, substances, and conditions are declared to be nuisances in Municipal Code Section 22.01 in the public right-of-way shall be subject to abatement provisions of the State Code and Municipal Code and to such other remedies applicable to nuisances in section 22.0. Failure to abate a nuisance when notified shall subject the offender to the penalty provided in the Municipal Code section 1.06 for violation.

5. Fires. No person shall build any fire within any right-of-way or upon any public places.

(e) **Persons subject to permitting and licensing.**

1. Each person who occupies, uses, or seeks to occupy or use the right-of-way or any equipment located in the right-of-way, or who has or seeks to have equipment located in any right-of-way, shall obtain the appropriate right-of-way franchise, lease, license and/or permit. No person may construct, install, repair, remove, or relocate equipment located in any right-of-way or perform any other work on or use any equipment or any part thereof located in any right-of-way, without first obtaining the appropriate franchise, lease, license or permit. No person shall obstruct, work or excavate in any street right-of-way without obtaining appropriate permits.
2. Notwithstanding anything in this chapter to the contrary, a person shall not be required to obtain a small wireless facility permit for the routine maintenance of a previously approved small wireless facility or the replacement of a previously approved small wireless facility with a facility of substantially similar height, weight, and wind and structural loading. However, in such cases a person is still required to obtain a permit to work on a small wireless facility located in the public right-of-way under the same terms and conditions provided for other commercial projects or uses in the public right-of-way.
3. Notwithstanding anything in this chapter to the contrary, a person shall only be required to obtain a permit or pay a fee for the installation, placement, operation, maintenance, or replacement of a micro wireless facility under the conditions authorized by I.C. 8C.7A (2019).
4. A right-of-way user having a non-franchise utility license from the city for the provision of a utility service shall be required to obtain right-of-way permits and pay right-of-way permit fees to work, excavate in or obstruct the right-of-way. A right-of-way user having a franchise from the city for the provision of a utility service shall be required to pay a franchise fee. The franchisee shall not be required to pay such license fees or permit fees, although they still are required to obtain a right-of-way permit to work, excavate in or obstruct the right-of-way.
5. City utilities and/or enterprises which occupy and use right-of-way for the provision of municipal utility and enterprise services shall be required to obtain right-of-way permits and pay right-of-way permit fees to work, excavate in or obstruct the right-of-way. City work crews and city contractors performing work in the right-of-way on behalf of the city shall be required to obtain right-of-way permits and pay right-of-way permit fees to work, excavate in or obstruct the right-of-way.
6. Governmental entities or agencies of the federal government, the state, or the county, which occupy and use right-of-way for the provision of communications, transportation, or utility services for governmental purposes, shall not be required to provide the insurance and bonding requirements associated therewith. Such governmental entities and agencies shall be required to obtain right-of-way permits and pay right-of-way permit fees to work, excavate in or obstruct the right-of-way. Such governmental entities or agencies shall be exempt from the licensing requirements.
7. A right-of-way user having a non-franchise public utility permit for use and occupancy of utility facilities in the city right-of-way shall be required to obtain right-of-way permits and pay right-of-way permit fees to work, excavate in or obstruct the right-of-way. Amendment of the non-franchise public utility permit is required if the use and occupancy of facilities is greater than or less than specified in non-franchise public utility permit agreement; permit fees shall be in the amount set in the schedule of fees adopted by the City Council by resolution.

(f) **Utility coordination committee.** From time to time the director may appoint a utility coordination committee. This committee shall be voluntary and advisory to the director. It shall be composed of right-of-way users chosen by the director and who wish to make recommendations to the city regarding policies and procedures for regulating the use of right-of-way to preserve and maximize its value to all users, to improve

the coordination of work performed in the right-of-way, and to improve the quality of construction work performed therein. The director shall determine the size of such committee.

(g) **Records.** Each right-of-way user is required to maintain such records of the location of its equipment in the right-of-way within the city and such other records as the director may require as will permit and enable the proper and efficient enforcement. Each right-of-way user shall annually make such reports, in such form as the director may require. Each right-of-way user shall annually certify that the records on file in the director's office are accurate and complete. If the director determines that information contained in such records is erroneous, he or she may require the right-of-way user to conduct an independent audit of such records at the right-of-way user's expense to verify the accuracy and completeness of the information. In addition to the annual reporting, right-of-way users shall provide a 5-year capital plan of the location of its equipment within the right-of-way and such other records as the director may require.

(h) **Mapping data required of right-of-way users.**

1. Each right-of-way user shall provide to the department information indicating the horizontal and vertical locations, relative to the boundaries of the right-of-way, of all equipment which it owns or over which it has control and which is located in any right-of-way. The right-of-way user shall provide mapping data with the specificity and in the format required by the department for inclusion in the mapping system used by the department, as more specifically provided in the current engineering design standards as adopted by the City Council and right-of-way restoration requirements.
2. Within six months of the acquisition, installation, or construction of additional equipment or any relocation, abandonment, or disuse of existing equipment, each right-of-way user shall supplement the mapping information required.
3. Subject to the provisions of I.C. Ch. 22, as may be amended, mapping data provided to the city by right-of-way user shall be for the exclusive use of the city in administering the use and occupancy of the public right-of-way within the city and shall not be provided to or relied on by any person for any other purpose. Persons working in the right-of-way shall be required to make use of the state one-call system for utility location, and shall not be entitled to rely on city mapping data for that purpose. If any right-of-way user believes that any information requested from the city with respect to the location or type of equipment which that right-of-way user maintains or plans to install in the right-of-way qualifies as trade-secret information under I.C. Section 550.1 et. seq., such user shall clearly mark such information as trade-secret information and request it be treated as such in accordance with I.C. Section 22.1 et. seq. pertaining to examination of public records.
4. A right-of-way user's provision of mapping data to the city as required shall not relieve the right-of-way user of its obligation to provide utility accommodation information to the city upon request or direction of the director. Utility accommodation information is such information which is not required to be filed with the city, but may be necessary from time to time for the city to carry out its duties, including, but not limited to, information regarding the depth and location of a right-of-way user equipment in the right-of-way with respect to known monuments or other utility equipment; information regarding the type of equipment in place in the right-of-way, the general type of service it provides, and a general description of the customers it serves; and information with respect to the age and service life of equipment in place in the right-of-way.

(i) **Location of equipment.**

1. **Underground.** Within an underground corridor district, all cables, wires, fibers, pipes, vaults and conduits in connection with any utility system shall be placed underground, except where aboveground connection to buildings or other locations aboveground is reasonably necessary. Such aboveground connection shall be by means of poles located, as far as reasonably practicable, within alleys.

-
2. **Aboveground.** Outside the underground corridor district, cables, wires, fibers, pipes and conduits in connection with any utility system may be placed either underground or on poles aboveground, except when undergrounding is required pursuant to the city's subdivision or site plan requirements as expressed in this chapter. No such poles shall be installed or erected and no license or permit for such shall be issued until the director has approved the proposed location of such poles.
 3. **High-intensity corridors.** The director shall assign specific corridors within the right-of-way or any particular segment thereof as may be necessary for each type of equipment that is within the right-of-way pursuant to current technology, or that the director expects will someday be located within the right-of-way. Users shall, when installing or replacing equipment in the right-of-way, place and locate such equipment in the appropriate corridor, either as provided in the city's utility accommodation and street restoration specifications or as ordered by the director. Right-of-way and obstruction permits issued by the department involving the installation or replacement of equipment in the right-of-way, may designate the proper corridor for the equipment, and permittees shall be required to install or place such equipment in the location therein specified.
 4. **Nuisance.** Any equipment found in a right-of-way which has not been allowed by the city pursuant to a permit, lease, license or franchise, or which is found in a location other than the location specified therefore in the city's utility accommodation and street restoration specifications, the location specified by the director, or the location shown on the maps filed in the director's office by the person owning or operating that equipment shall be deemed to be a nuisance, and the city may exercise any remedies or rights it has at law or in equity, including, but not limited to, bringing an action for nuisance abatement, in which the city may seek the abatement of the nuisance or authority to take possession of the equipment.
 5. **Limitation of space.** The director shall have the power to prohibit or limit the placement of new or additional equipment within the right-of-way if there is insufficient space to accommodate all of the requests of persons to occupy and use the right-of-way. In making such decisions, the director shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's need for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing equipment in the right-of-way, and future city plans for public improvements and developmental projects which have been determined to be in the public interest.
 6. **Conversion of overhead-to-underground.** Cedar Rapids Municipal Code Ch. APP.A Interstate Power and Light Company is hereby incorporated herein by this reference. Each associated overhead user shall promptly respond to city notifications related to, but not limited to, maintenance, relocation, rearrangement, violations or abandonment of joint pole installations.
 7. **Placement of underground vaults.** Pre-cast vaults proposed for use in the right-of-way by a utility must be on the director's pre-approved list. Vaults poured on-site or vaults not listed on the pre-approved vault list must be approved by the director prior to pouring. Plans and calculations must be provided for each vault and must carry a current Iowa Registered Professional Engineer's stamp.
 8. **Driveway culverts.** Driveway culverts located within an open ditch section of city right-of-way and culverts under private property access are owned, maintained, repaired and or replaced by adjacent property owner. The length and diameter of the proposed pipe will be per current engineering design standards as adopted by the City Council design standards and determined from engineering calculations supplied by the applicant who shall pay all costs associated with sizing and installation.
 - A. When a change in use or new building is permitted on a property or when the existing culvert will not satisfactorily carry away storm, discharge, or runoff water, or is not a material permitted by the city, the director may order culverts in existing entrances to be replaced by the applicant.

-
- B. The city reserves the right to clear debris from driveway culverts in order to maintain storm water conveyance.

(j) **Relocation or removal of equipment; payment of city costs due to improper location of equipment.**

1. The director shall order the removal or relocation of equipment, as he or she deems appropriate, if the director determines at any time that:
 - A. A user's continued use of the public right-of-way will unduly burden the city or the public in its use of that property;
 - B. The public right-of-way which the user is using or occupying will be required for municipal purposes;
 - C. The user's equipment at a particular location will interfere with:
 - (1) A present or future city use of the right-of-way;
 - (2) A public improvement undertaken or to be undertaken by the city;
 - (3) The public's safety or convenience in using the right-of-way for ordinary travel; or
 - D. The public health, safety and welfare requires it.
2. Permittees, franchisees, licensees, and lessees whose equipment is located in the right-of-way in a position at variance with the corridors established in the city's utility accommodation and street restoration specifications, or at variance with the location specified therefor by the director, or aboveground in an area which the City Council has designated as part of the underground district pursuant to amendment of the definition thereof shall, no later than at the time of next reconstruction or excavation by the department of the area where its equipment is located or sooner if ordered by the city, move that equipment to its assigned location within the right-of-way, unless this requirement is waived by the city.
3. Permittees, franchisees, licensees, and lessees shall promptly and at their own expense, with due regard for seasonal working conditions, permanently remove their equipment or relocate their equipment within the right-of-way, whenever the director orders such removal or relocation, and shall at their sole expense restore the right-of-way to its proper and required condition pursuant to the city's utility accommodation and street restoration specifications.
4. If a city work crew or a city contractor encounters equipment in the right-of-way:
 - A. In a location other than the location specified therefor in the city's utility accommodation and street restoration specifications:
 - B. In a location other than the location specified therefor by the director; or
 - C. In a location other than the location shown on the maps filed in the office of the director by the person owning or operating that equipment; and if such improper location of equipment prevents the performance of city operations or activities or prevents or delays the performance of work under contract, the permittee, franchisee, licensee, or lessee whose improperly placed equipment occasioned such delay in performance or nonperformance shall be required to reimburse the city for all outlay and expense thereby incurred by the city.
5. Nothing contained in this chapter shall be construed to prevent the City Council from changing the boundaries to increase or decrease the size of the underground district.

(k) **Pre-excavation equipment location.**

1. In addition to complying with the requirements of I.C. Ch. 480 pertaining to the one-call excavation notice system before the start date of any right-of-way excavation, each user permittee, franchisee,

licensee, or lessee who has equipment located in the area to be excavated shall be responsible to mark the horizontal and approximate vertical placement of all such equipment.

2. Any user permittee, franchisee, licensee, or lessee whose equipment is less than 20 inches below a concrete or asphalt surface shall notify and work closely with the excavation contractor in an effort to establish the exact location of its equipment and the best procedure for excavation.

(l) **Damage to other equipment.**

1. When any city department performs work in the right-of-way and finds it necessary to maintain, support, or move a permittee's, franchisee's, licensee's, or lessee's equipment in order to protect it, the costs associated therewith will be billed to that person who must pay such costs within 30 days from the date of billing. In such event, the director or city department performing such work shall notify the affected permittee, franchisee, licensee, or lessee, informing such person of the action it intends to take with respect to such equipment and affording such person the opportunity to review and comment on the action proposed to be taken. If circumstances permit it, the director or city department performing the work may allow the affected permittee, franchisee, licensee, or lessee to take the action necessary to maintain, support, or move its equipment. As it relates to driveway culverts privately owned and maintained, the city reserves the right to clear a culvert of obstructions to maintain drainage directly related to failure of pipe.
2. Each permittee, franchisee, licensee, or lessee shall be responsible for the cost of repairing any equipment in the right-of-way which it or its equipment damages. Each permittee, franchisee, licensee, or lessee shall be responsible for the cost of repairing any damage to the equipment of another permittee, franchisee, licensee, or lessee occurring during the city's response to an emergency occasioned by that permittee's equipment.

(m) **Abandoned and unused equipment and double poles.**

1. A franchisee, permittee, or licensee who has determined to discontinue its operations in the city, in whole or in part, or who has discontinued use of part or all of its equipment in the right-of-way, must either:
 - A. Provide information satisfactory to the director that its obligations for its equipment in the right-of-way will be lawfully assumed by another permittee, franchisee, or licensee subject to the director's approval; or
 - B. Submit to the director a proposal and instruments necessary for transferring ownership of its equipment to the city. The city may, at its option:
 - (1) Assume ownership of and responsibility for the equipment;
 - (2) Refuse transfer of ownership to the city and require the permittee, at its own expense, to remove the equipment; or
 - (3) Allow the equipment to be abandoned in place in a manner satisfactory to the director, with the understanding that the equipment may be demolished at some point in the future by the City with no obligation to the permittee, franchisee, lessee or licensee.
2. A permittee, franchisee, or licensee who fails to comply with the requirements of this chapter, and whose equipment remains unused for a period of two years shall be deemed to have abandoned such equipment, and such equipment shall be deemed to be abandoned. Abandoned equipment is deemed to be a nuisance. The city may, with respect to abandoned equipment which is deemed a nuisance or hazard, exercise any remedies or rights it has at law or in equity, including, but not limited to:

-
- A. Bringing an action for nuisance abatement, pursuant to Cedar Rapids Municipal Code Ch. 22 of the Code, in which the city may seek the abatement of the nuisance and/or authority to take possession of the equipment and/or penalty; or
 - B. Requiring removal of the equipment by the permittee, franchisee, or licensee at their expense.

Any permittee, franchisee, or licensee who has unused equipment in any right-of-way shall remove it from the right-of-way during the next six months after receiving notice to do so, unless this requirement is waived or extended by the director.

3. A permittee, franchisee, or licensee who abandons or ceases use of its equipment and whose proposal to transfer such equipment to the city is accepted by the city may be allowed to remove wires or cables from underground conduits. They may remove movable equipment from underground vaults or handholes-if the director determines that such removal can be accomplished without damaging such conduits or vaults. Such removal shall be accomplished without extensive excavation or long-term obstruction of the right-of-way. Such removal shall be accomplished pursuant to appropriate right-of-way permits, which may include conditions regarding the manner of removal and schedule for removal.
4. The city shall require utilities that use the city's right-of-way to promptly remove double poles once all cables, lines, equipment, and terminals have been removed.

If the city determines that a double pole(s) are located on right-of-way, the city will provide written notice to the utility which has the top plant on the double pole that the plant must be removed within 30 days. Upon the removal of each plant, the city shall provide written notice to the utility that owns the subsequent plant on the pole that the plant must be removed within 30 days. The last utility to remove its plant is responsible for removing the double pole within an additional 30 days. Failure to comply with the requirements of this provision may result in municipal infraction proceedings against the user who fails to remove its plant.

(n) **Vacation of public right-of-way.** The city may vacate and dispose of right-of-way allowing an adjacent property owner to purchase right-of-way deemed non-purposeful, for additional private property use.

1. An adjacent landowner may petition the City for the requested right-of-way by submitting an application with the required fee.
2. Fees shall be established by the City Council.
3. The request to vacate city right-of-way shall be reviewed by all city departments and private utility companies. Adjoining property owners are notified regarding right-of-way vacation requests as required by I.C. Section 306.23. Any objections or concerns must be cleared and required fees received by City before the request can go to City Council for a public hearing and a subsequent approval.
4. If the city vacates a right-of-way wherein equipment of the city, a permittee, franchisee or a licensee is located, the city may in its discretion reserve, to and for itself and all permittee, licensees and franchisees having equipment in the vacated right-of-way, a general or specific easement. The terms and conditions of such easement may include the right to install, maintain and operate any equipment in the vacated right-of-way and to enter upon such right-of-way at any time for the purpose of reconstructing, inspecting, maintaining or repairing the equipment. If the request to vacate requires the relocation of the equipment to accommodate development:
 - A. The requestor must pay the equipment relocation costs and the equipment must be relocated and operational to its new location before the city will commence with City Council approval to vacate the right-of-way;
 - B. If the vacation proceedings are initiated by the city, or by another governmental entity, the permittee, franchisee or licensee must pay the relocation costs unless otherwise agreed to by the city or such other governmental entity.

(o) **Right-of-way encroachment.**

1. The public right-of-way shall be reserved for public use or open space; and that the rights of the public, present and future, should not be diminished by the installation of private improvements within the public right-of-way. Under certain, narrow and limited circumstances and as a last resort, an encroachment may be requested for consideration by the City.
2. Requests for encroachment in the public-right-of-way to be considered shall be by written application and payment of fee established by City Council resolution.
3. The written encroachment agreement shall be approved by City Council and shall defend, indemnify and hold the City and its employees harmless from and against any loss or damage arising from the use or existence of the encroachment or improvement authorized under the encroachment.
4. In the event that the owner fails to submit a request for consideration or abide by the terms and conditions of a written encroachment agreement, the Public Works Department may revoke or abate any encroachment upon notice.

(p) **Roadside Memorials.** City will allow memorials created within the public right-of-way if permissible under city code or policy. The city does not, because of the allowance of a roadside memorial, assume the indemnification and liability in accordance with Section 9A.01(q).

1. The City reserves the right to remove any memorial created within the public right-of-way. Memorials demonstrating any of the following conditions will be removed immediately:
 - A. Director orders the removal, as he or she deems appropriate
 - B. Interferes with the public health, safety and welfare.
 - C. Interferes with the public's safety or convenience in using the right-of-way for ordinary travel
 - D. Violates Cedar Rapids Municipal Code or City policy.
 - E. If it is a permanent fixture, or is attached to an approved permanent fixture in a manner that interferes with the roadway or utilities.
 - F. Interferes with a present or future city use of the right-of-way
 - G. If it generates debris or liter, or attracts graffiti or other nuisances.
 - H. If it is deemed to be offensive or the subject of numerous, continuous complains.

(q) **Indemnification and liability.**

1. The city does not, because of the grant of right-of-way permit, franchise, license or lease, assume any liability for:
 - A. Bodily or other injuries to any individual or person, for damage to property, including loss of use thereof, or for loss of service claims;
 - B. Claims or penalties of any sort resulting from the installation, presence, maintenance, or operation of equipment by user or activities of user; or
 - C. Damage to the user's equipment, or for damage to the equipment of another permittee, franchisee, licensee or lessee.
2. A user, by accepting a permission to use right-of-way, shall be required, and shall be deemed to have agreed, to release the city from all claims and to defend, indemnify, and hold the city harmless from all outlay and expense and from claims and suits for damages of any kind, arising out of the construction, presence, installation, maintenance, repair or operation of its equipment in the right-of-way or out of any activity undertaken by it in or near a right-of-way, whether or not any act or omission complained

of is authorized, allowed, or prohibited by a right-of-way permit, franchise, license or lease. Each user shall further be required to agree and shall be deemed to have agreed that it will not bring or cause to be brought any action, suit or other proceeding claiming damages or seeking any other relief against the city on any claim, nor shall it bring or cause to be brought any action, suit or other proceeding for any award arising out of the presence, installation, maintenance or operation of its equipment or any activity undertaken by it in or near a right-of-way, whether or not the act or omission complained of is authorized, allowed or prohibited by a right-of-way permit, franchise, license or lease. This is not, as to third parties, a waiver of any defense or immunity otherwise available to a user, or to the city, and the user, in defending any action on behalf of the city, shall be entitled to assert in any action every defense or immunity that the city could assert in its own behalf.

- (r) **No special duty created.** This chapter is enacted to protect the general health, welfare, and safety of the public at large, and no special duty is created as to any permittee, franchisee, licensee, user or lessee by the enactment or, by issuance of a permit or license, or by grant of a franchise or lease.
- (s) **Reservation of regulatory and police powers.**
 - 1. The city, by issuing of a right-of-way permit, lease or a license or by granting a franchise, does not surrender or to any extent lose, waive, impair, or lessen the lawful powers and rights which it has or which may be vested in the city under the state constitution, state or local law to regulate the use of the right-of-way by such persons. All such persons, by acceptance of a right-of-way permit, franchise, license, or lease are deemed and shall be held to agree that all lawful powers and rights, regulatory power, or police power, or otherwise as are or may be from time to time vested in or reserved to the city, shall be in full force and effect and subject to the exercise thereof by the city at any time. All such persons are further deemed to acknowledge that their rights are subject to the regulatory and police powers of the city to adopt and enforce general ordinances necessary to the safety and welfare of the public and are deemed to have agreed to comply with all applicable general laws and ordinances enacted by the city pursuant to such powers.
 - 2. Any conflict between the provisions of a right-of-way permit, franchise, license, or lease and any other lawful exercise of the city's regulatory or police powers shall be resolved in favor of the city's exercise of its lawful powers.
- (t) **Severability.** If any sentence, clause, phrase, or portion of this chapter is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof. If a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that any permit, license, lease or franchise issued or any portions thereof is illegal or unenforceable, any such permission granted or deemed to exist shall be considered revocable and terminable by either party without cause upon giving 60 days' written notice to the other party. The requirements and conditions of such a revocation shall be the same requirements and conditions as set forth in the permit, lease, license, or franchise, respectively, except for conditions relating to the term and the right of termination. If a permit, lease, license, or franchise shall be considered revocable, the recipient must acknowledge the authority of the city to revoke it.
- (u) **Construction of Ch.** Nothing in this chapter shall be construed as an acquiescence in or ratification of the occupancy or use of any public right-of-way in the city by any person occupying the right-of-way without legal right, nor shall this chapter be construed as conferring the right to occupy or use any public right-of-way within the city upon any such person illegally or without authority occupying the right-of-way.
- (v) **Appeal to director.**
 - 1. Any person who is aggrieved by a decision or action of the department with respect to any matter covered or regulated hereinafter may request in writing that such decision or action be reviewed by

the director. Upon receipt of such request, the director may undertake to make a determination of the appeal or may assign the appeal to an administrative hearing officer for determination.

2. Such person shall file a written request for review with the director within 30 days after the occurrence or action complained of and shall set forth therein the factual and legal basis for the objection to the decision made or action taken by the department. The director or administrative hearing officer shall render a decision in writing on such request for review within 60 days after the timely filing of the request for review. Such written decision shall be mailed to the party requesting review or participating in the hearing.
3. The determination by the director or administrative hearing officer shall be final action of the city on such matter.

(034-21)

9A.02 RIGHT-OF-WAY PERMITS, ENFORCEMENT AND APPEAL

(a) Permits required.

1. Except as otherwise provided, no person shall use, occupy, excavate, obstruct or work in any right-of-way without first obtaining a work in the right-of-way permit, obstruction in the right-of-way permit, non-franchise public utility permit or small wireless facilities permit from the director.
 - A. A work in the right-of-way permit allows the permittee to excavate or work within a specified city right-of-way and to hinder free and open passage over and use of the specific portion of right-of-way by placing equipment described therein, to the extent and for the duration specified therein.
 - B. An obstruction in the right-of-way permit allows the permittee to hinder free and open passage over and use of the specified portion of the right-of-way by placing equipment described therein on the right-of-way for the duration specified therein.
 - C. A small wireless facilities permit allows the permittee to install small wireless facilities in approved locations within the right-of-way.
 - D. A non-franchise public utility permit allows the public utility to use and/or occupy within a specified city right-of-way and to hinder free and open passage over and use of the specific portion of the right-of-way by placing utility facilities described therein, to the extent and for the duration specified therein.
2. No person may use, occupy, work, excavate or obstruct the right-of-way beyond the date specified in the permit unless such person:
 - A. Makes a new application for another right-of-way permit before the expiration of the initial permit; and
 - B. A new permit or permit extension prior to expiration is issued.
3. Except as otherwise provided, no person shall occupy any portion of the right-of-way for the purpose of providing ongoing utility services on other than a temporary basis as provided in an obstruction in right-of-way permit, working in the right-of-way permit, non-franchise public utility permit or small wireless facilities permit, without first obtaining a franchise, license, or lease from the city.

(b) Permit applications; plans and specifications; insurance; indemnification.

1. Before any permit may be issued, an application must be made to the director. A permit will be issued only if all of the following conditions have been met and the permit applicant has:

-
- A. Fulfilled all obligations related to prior permits, including, but not limited to, the restoration of the right-of-way, correction of work not in compliance and payment to the city of all money due for the following:
- (1) Prior permits;
 - (2) Any loss, damage, or expense suffered by the city as a result of the applicant's prior use, occupancy, work, excavations or obstructions of the right-of-way or any emergency actions taken by the city in connection therewith;
 - (3) Restoration of the right-of-way by the city or the city's contractor; and
 - (4) Corrective work completed not in compliance with city policy, supplemental specifications and SUDAS standards, by the city or the city's contractor; and
 - (5) Fines, or administrative or civil penalties assessed to the applicant.
- B. Submitted a completed permit application form, which includes all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all existing and proposed equipment and or facilities, and which states or identifies the following:
- (1) The place, extent and purpose of the contemplated work including the identity of and location in the right-of-way at which any use, occupancy, excavation and/or, work or access is to be made.
 - (2) The time when the work is to be commenced and the time it is to be completed.
 - (3) For whom and in connection with what abutting property, if any, the work is to be performed.
 - (4) To what street main, if any, the sewer, water, or gas connection is to be made or to what electric or communication line, if any, the electric or communication connection is to be made.
 - (5) The location and identity of city existing utilities, overhead and underground.
 - (6) The director may require a certification of plans and specifications by an Iowa licensed professional engineer.
- C. Provided as-built maps for all subsurface equipment and/or facilities which it has placed in the right-of-way under outstanding permits.
- D. Corrected deficiencies, if any, in prior work performed by applicant or on applicant's behalf.
2. Plans and specifications must be filed with an application for a permit to excavate or work involving the construction or installation of equipment within the right-of-way. Plans and specifications must be in sufficient detail to identify the exact type of equipment to be constructed or installed in the right-of-way. Plans and specifications must include horizontal and vertical location of such equipment within the right-of-way, with respect to right-of-way/property lines and established monuments, which location shall be established on such plans according to available existing records and include temporary traffic control plan. Detailed plans and specifications shall be required for excavation sites, such as water, sewer, gas, electric, or communication connections to a building. Unless required otherwise by the director, including the dimensions of the proposed excavation or work in reference to permanent landmarks, shall be provided for individual excavations or work.
3. If an applicant for a right-of-way permit has previously been found to not be qualified to perform right-of-way restoration work, any permit issued shall contain a provision that the applicant shall immediately notify the director upon completion of the work done in connection with the excavation or work. The applicant shall pay the actual costs that the city incurs in the refilling, replacement of

pavement, and restoration and maintenance of the right-of-way by the city work crews or contractor working on behalf of the city. Those costs shall be billed to the applicant following completion of the right-of-way restoration work and paid by the applicant. The applicant shall not be granted any other permit until said costs are paid in full.

4. All permits shall contain a provision that the applicant agree to the Indemnification and liability in accordance with Section 9A.01(q)
 5. Permits for the construction or installation of equipment in the right-of-way, which is to be owned or operated by a franchised, permitted or licensed utility, shall be issued in the name of the franchisee, permittee or licensee. If the franchised, permitted or licensed utility has a third-party performing the work, said third-party must be named on the permit and provide a bond for the satisfactory performance of the activity allowed by the permit, including the satisfactory restoration of the right-of-way. Permits for the construction or installation of equipment in the right-of-way, which is to be owned by the city, may be issued in the name of the contractor. Permits for the construction or installation of equipment in the right-of-way, which is to be owned or operated by an abutting property owner, may, in the director's discretion, be issued either in the name of the abutting property owner or the abutting property owner's contractor. Permits for construction in the right-of-way of underground facilities to an abutting property shall be issued in the name of the abutting property owner's contractor.
- (c) **Liability insurance.** Before any permit shall be issued, the applicant shall place or have on file in the office of the director a certificate of insurance evidencing the existence of liability insurance deemed adequate by the city to cover the risk presented by the work being undertaken in the right-of-way. The amount and type of insurance to be required in each instance shall be determined by the director, and such requirements are by this reference made part of the permit application form. When the applicant is required by the terms of the permit to work, obstruct or occupy the right-of-way, the insurance shall remain in full force and effect until the maintenance period has expired and work under the permit has been completed.
- (d) **Administrative penalties for violations.**
1. The director is authorized to impose administrative penalties, as established by City Council resolution, upon persons who commit any of the following violations:
 - A. Failure to obtain any permit required by this chapter;
 - B. Failure to provide required notification of emergency trenching or excavations;
 - C. Failure to provide required traffic control devices;
 - D. Failure to restore as required or replace damaged city property within required time limits;
 - E. Failure to provide required notification;
 - F. Failure to complete work and/or work not in compliance with city policy, supplemental specifications and SUDAS standards;
 - G. Failure to comply with Post Televising Requirements and Procedures;
 - H. Failure to comply with orders issued by the director or the director's designee;
 - I. Failure to complete work within the time provided in the permit, or within a time extension of the permit granted by the director or the director's designee;
 - J. Failure to provide accurate, truthful or complete information in making application for a permit;
 - K. Failure to notify of lane and road closures and openings thereof; or
 - L. Failure to notify of closures, detours and re-openings for sidewalks and recreational trails.

A notice of violation, with the applicable administrative penalty for such violation noted thereon, shall be issued by the director to the violator. Penalties must be paid in full within 30 days of the issuance of the notice.

2. If the person against whom the administrative penalties are assessed fails to correct the violation and pay the scheduled administrative penalty, or the director determines that immediate enforcement action by misdemeanor or municipal infraction prosecution is necessary to achieve compliance with the requirements, the director may institute misdemeanor or municipal infraction proceedings. The director shall maintain a record of all violations, administrative penalties charged or other enforcement actions taken and shall make available such performance record when refusal to issue a permit is being contemplated. The applicant shall be liable for any and all costs incurred by the city because of such violations.

(e) **Permit fees.**

1. Except as otherwise provided herein, a work in the right-of-way permit fee shall be charged to every person who makes application to use, occupy, work and/or excavate in the right-of-way. The work in the right-of-way permit fee shall be established by City Council resolution and shall be in an amount sufficient to recover the following costs, in addition to any other costs deemed appropriate by the director:
 - A. The inspection cost component; and
 - B. The GIS cost component, which is the cost of creating and maintaining information on a geographical information system (GIS) mapping system.
2. Except as otherwise provided herein, an obstruction in the right-of-way permit fee shall be charged to every person who makes application to undertake activities in the right-of-way which will result in the obstruction of vehicular or pedestrian traffic. The obstruction permit fee shall be established by City Council resolution and shall be in an amount sufficient to recover the following costs, in addition to any other costs deemed appropriate by the director:
 - A. The inspection cost component; and
 - B. The GIS cost component, which is the cost of creating and maintaining information on a geographical information system (GIS) mapping system.
3. A small wireless facilities permit fee shall be charged to every person who makes application to install a small wireless facility in the public right-of-way or public easement. Said fee shall not exceed the amount charged to a telecommunications service provider that is not a wireless service provider or the amount authorized by I.C. 8C.7A (2019) and shall be established by City Council resolution.
4. A non-franchise public utility permit fee shall be charged to every public utility that makes application to install a utility in the public right-of-way. Said fee shall be established by City Council resolution, shall be based upon the city's management costs attributable to the public utility's requested use of the right-of-way and shall include, but not be limited to, the inspection cost component and the GIS cost component, in addition to the right-of-way plan review fee.
5. A system management fee for high-intensity corridors shall be established by the director in an amount sufficient to recover the city's cost for planning, designing, constructing and maintaining the high-intensity corridors.
6. A computation of cost the city will incur from inspectors conducting inspections in the right-of-way impacted by use, occupancy, work, excavation or obstruction. Inspection fees shall be charged by the director to recover the costs incurred by the city in having its inspectors conduct inspections in connection with right-of-way permits issued to permittees. The fee for an inspection of the right-of-way impacted by use, occupy, work, excavation or obstruction shall be a flat fee based on time and expense for an inspector to inspect the permitted use. The fee for a follow-up inspection, conducted to

obtain or confirm compliance with a specification, regulation, permit condition or director's order, after a permittee is informed of a violation thereof, shall be in the amount set in the schedule of fees adopted by the City Council by resolution Each follow-up inspection service shall be charged to permittees on the basis of the number of follow-up inspection services with respect to work performed in connection with each permit.

7. A connection fee for sewer and water shall be paid in full by the permittee prior to issuance of a right-of-way permit as provided for by Ch. 12 and 13 of the Cedar Rapids Municipal Code.
8. Permit fees shall be paid by the permittee prior to issuance of the permit.
9. A right-of-way plan review fee shall be charged to any person or applicant who submits plans and specifications for review by the city; provided, however, that an applicant for a small wireless facilities permit shall only be charged such amounts as are authorized by I.C. Ch. 8C (2019). The plan review fee is intended to recover the salary, benefit, and overhead costs to the city of the city employees reviewing such plans and specifications, and shall be based on the size of the area proposed to be impacted. The plan review fee shall be in the amount set in the schedule of fees adopted by the City Council by resolution.
10. When plans and specifications are submitted for review prior to application for a right-of-way permit, the plan review fee shall be paid prior to the director's review and acceptance of such plans and specifications, or prior to city's acceptance of the permit application. If the plans and specifications are submitted for review as part of an application for a right-of-way permit, the plan review fee shall be paid prior to issuance of the permit.
11. Director's authority to waive the annual usage reporting requirement for right-of-way users; authority to estimate equivalent lineal footage of non-reporting user; penalty for under-reporting right-of-way usage. For any year as to which the director determines that the relative change in right-of-way usage by all right-of-way users is insufficient, the director may waive such annual reporting requirement and may utilize the usage reported by right-of-way users for the most recent prior year in which all users were required to report. Such waiver shall be reported to all right-of-way users in lieu of sending a right-of-way usage reporting form to such users. As to any year in which right-of-way usage reporting is not so waived, the failure of the director to send a right-of-way usage reporting form to a right-of-way user shall not excuse such user from the requirement of making such report as herein required. As to any right-of-way user who fails to complete or return a right-of-way usage reporting form as herein required by the term deadline, the director is authorized to calculate the equivalent lineal feet of equipment that such user has in city street right-of-way upon such basis as the director determines is fair and rational. The director is further authorized to verify reported right-of-way usage by right-of-way users by any means the director determines to be fair and rational. As to those right-of-way users who under-report by more than five percent their equivalent lineal feet of right-of-way usage, the director is authorized to recalculate such usage, and such users shall be required to immediately pay any balance in charges owing, with interest thereon at the rate of ten percent per annum.
12. Permit fees which were paid in connection with a permit which the director has revoked for a breach are not refundable.
13. The permit fees to be paid in each instance shall be adopted by City Council by resolution.

(f) **Issuance of permits.**

1. When an application for a permit is made, the certificate of insurance and or the bond is approved and placed on file and the appropriate fees paid, a permit shall be issued to the applicant to allow for the particular use, occupancy, work, excavation and/or obstruction specified in the application to commence. The director may impose conditions, restrictions, or requirements upon the issuance of the permit and the performance of the applicant thereunder in order to protect the public health, safety

and welfare; to ensure the structural integrity of the right-of-way; to maximize efficient use of the right-of-way; to protect the property and safety of other users of the right-of-way; and to minimize the disruption and inconvenience to the traveling public, which conditions, restrictions, or requirements shall be stated in the permit or otherwise communicated to the permittee in writing by the director. The permit shall specifically state that it is issued subject to all stipulations of the applicant made in applying for the permit and that the work shall be done in accordance with the detailed plans and specifications approved in connection with the application and in accordance with any and all further conditions, restrictions, or requirements stated on the permit.

2. The permit shall expire at the time stated thereon for completion unless an extension is granted in writing by the director; provided however, that the obligation to restore the right-of-way and the obligation to provide and maintain insurance and bond to the city in connection with such work shall remain in effect until restoration of the right-of-way is completed.
- (g) **Refusal to issue permit.** The director may refuse to issue the permits to any former permit holder who has violated the terms of the permit relating to use, occupancy, work, excavations and/or obstruction of any public right-of-way or who has failed to conform to the requirements of any previously issued permit or who has violated the orders or instructions of city officials issued.
- (h) **Records.** The department shall keep an electronic copy of each permit issued corresponding to each original permit issued, with the detailed plans and specifications, as approved by city staff. Permits shall be regularly numbered in the order issued. Each permit shall contain the name of the person to whom it is issued, the location of the premises, the purpose of any use, occupancy, work, excavation and/or obstruction and the time at which permit terms shall be commenced and completed. The permit shall not take effect until the time stated therein, nor shall any use, occupancy, work, excavation and/or obstruction be done under it until such time.
- (i) **On-site exhibit of permit; contractor identification signage.**
1. One copy of any permit shall be kept and exhibited at every work site for which a right-of-way permit has been issued and shall be immediately available upon request by the city.
 2. Utility service companies which provide such service to residential, commercial, and industrial customers on a citywide basis and whose customer or emergency service telephone number is published in a city telephone directory or on-line and is readily available to the public without long distance charge need only display the name of the company on company-owned vehicles and equipment utilized in performing work in the right-of-way. Contractors and their subcontractors working in the right-of-way on behalf of such utility service companies shall display their name, address, and telephone number on all motor vehicles and equipment.
- (j) **Coordination with paving project.**
1. If the application for a permit is for the purpose of use, occupancy, work, excavation and/or obstruction the right-of-way for any street ordered by the city to be permanently improved, and/or improved street which was constructed or reconstructed within the preceding five years the applicant shall promptly notify the director of the issuance of the permit so that the permit terms can be coordinated with the work of the paving project as the director deems appropriate. Use, occupancy, work, excavation and/or obstruction under such permit shall in no event commence before the director has approved.
 2. A right-of-way permit shall not be issued for sewer or water connections in a permanently improved street within the first ten years or as determined by the director following completion and acceptance by the City Council of the improvement project. In such instances applicants shall determine and submit for approval of the director alternative methods of making the utility service connections;

provided, however, the director may give written permission for a permit to be issued in such instances upon determining that one or more of the following conditions exists:

- A. An emergency endangering life or property exists which warrants allowing the requested excavation;
- B. An interruption of essential utility service is threatened unless the requested excavation is allowed;
- C. The public work for which the excavation is requested is mandated by city, state or federal legislation;
- D. There is no other reasonable means of providing utility service to a property except by allowing the requested excavation; or
- E. The requested excavation is in the best interest of the general public.

(k) **Right-of-way work and/or restoration; performance and maintenance and bond requirements for right-of-way permit.**

1. Restoration required. The work to be done under a right-of-way permit issued and the restoration of the right-of-way as required must be completed within the dates specified in the permit. In addition to its own work, the permittee must restore or pay for the restoration of the general area of the work, and the surrounding areas, including the paving, its foundations and any special features, to its proper and required condition in accordance with the current standards and specifications for construction as adopted by the City Council and right-of-way restoration requirements, unless the director deems other or additional specifications must be utilized in order to secure proper restoration. Temporary restorations are required to restore surface or horizontal areas for safe passage or be marked and isolated until permanent restorations can be completed. Further, the permittee shall inspect the area of the work and use reasonable care to maintain the same condition for 24 months thereafter. If special features in the right-of-way at a proposed excavation site, including, but not limited to, special sidewalk surfaces, heated sidewalks, underground vaults, areaways, and landscaping, cannot be preserved or protected, the city must be notified prior to the applicant beginning work.
2. Performance and maintenance bond for Capital Improvement Projects. An applicant for a right-of-way permit shall, at the time of application for a right-of-way permit, post a performance bond in an amount determined by the director to be sufficient to cover the cost of restoring the right-of-way to its proper and required condition pursuant to the current standards and specifications for construction as adopted by the City Council and in accordance with the current right-of-way restoration cost schedule established by resolution of the City Council. If at the conclusion of the Capital Improvement Project acceptance and required maintenance period of the restoration of the right-of-way, the department determines that the right-of-way has been properly restored, the surety on the performance bond shall be released.
3. Bond and Insurance. All users of the right-of-way permit shall, at the time of application for the permit, provide a bond; in accordance with Section 9A.04. If the work is to be performed by the property owner, homeowner's insurance may be substituted for the bond. All contractors and subcontractors permitted in the right-of-way shall maintain an annual bond in an amount determined by the director. For complex projects as determined by director, a bond amount shall be based on engineers estimate.
4. Bond condition. The bond shall be conditioned upon:
 - A. The faithful performance of the right-of-way restoration work or payment of the restoration costs incurred by the city; and
 - B. The faithful performance of the terms of the permit, and any other requirements provided by law.

If the user fails or neglects to properly restore the right-of-way to its proper condition within the time for completion set forth in the permit, or within a reasonable time (30 days unless extenuating conditions as approved by the director or designee, i.e. weather, act of nature) after notice by the director of such failure or neglect, or fails to pay the restoration costs incurred by the city or fails or neglects to properly maintain the right-of-way to its proper condition within a reasonable time after notice by the director of such failure or neglect, or fails to pay the maintenance costs incurred by the city, the right-of-way shall be restored or maintained by the city and the costs thereof, as certified by the director, shall be promptly paid by the permittee or bonding company as the case may be.

5. Restoration by city or city contractor. If the director determines that an applicant for a right-of-way permit is not able or qualified to perform right-of-way restoration work, the applicant may request in the permit application, to have the city or the city's contractor restore the right-of-way, in which case the applicant shall pay the costs thereof within 30 days of billing.
6. Restoration by permittee. An applicant for a right-of-way permit who has been determined by the director to be qualified to perform right-of-way restoration work and who intends to itself restore the right-of-way shall so indicate in its application for a right-of-way permit. The permittee shall perform the work in accordance with the city's specifications, unless the director deems other or additional specifications must be utilized in order to secure proper restoration. The director shall have the authority to prescribe the manner and extent of the restoration and may do so in written procedures of general application or on a case-by-case basis. The director in exercising this authority shall be guided by the following standards and considerations: the number, size, depth and duration of the excavations, disruptions or damage to the right-of-way; the pre-excavation condition of the right-of-way; the remaining life expectancy of the right-of-way affected by the excavation; whether the relative cost of the method of restoration to the permittee is in reasonable balance with the prevention of the accelerated depreciation of the right-of-way that would otherwise result from the excavation, disturbance or damage to the right-of-way; and the likelihood that the particular method of restoration would be effective in slowing the degradation of the right-of-way that would otherwise take place. Methods of restoration may include but are not limited to patching, replacement of the right-of-way base, and milling and overlay of the entire area of the right-of-way affected by the work. By choosing to restore the right-of-way itself, the permittee guarantees its work and shall maintain it for 48 months following its completion. During this 48-month period, the permittee shall, upon notification from the department, correct all restoration work to the extent necessary using the method required by the department. Such work shall be completed within the period of time allotted therefor as set forth in the notice from the department. If the permittee fails to restore the right-of-way in the manner and to the condition required by the department or fails to satisfactorily and timely complete all repairs required by the department, the city, at its option, may do such work or cause its contractor to do such work. In that event, the permittee shall pay to the city, within 30 days of billing, all costs incurred by the city in restoring the right-of-way.

(I) Qualification to perform right-of-way work and/or restoration.

1. The director shall determine the qualifications of permit applicants to perform right-of-way work and/or restoration. In determining if an applicant is qualified to perform right-of-way work and/or restoration, the director shall consider the following factors, which the applicant shall be obligated to demonstrate to the satisfaction of the director:
 - A. The financial responsibility of the applicant.
 - B. The city's past record of transactions and experience with the applicant, including the quality of workmanship on past right-of-way work and/or restoration projects; the number of liens, claims or complaints filed regarding such past projects; and the number of repairs made on prior right-of-way work and/or restoration projects involving that applicant.

-
- C. The adequacy of the applicant's equipment and materials.
 - D. The competency and experience of the applicant's managerial and supervisory personnel in performing right-of-way work and/or restoration.
 - E. The applicant's demonstrated ability to complete performance of right-of-way restoration work or work of a similar nature.
2. The director may determine that an applicant is not qualified for the performance of right-of-way restoration work if the director determines that the applicant has not demonstrated satisfactory compliance with the criteria set forth hereinabove, or if the director determines that the applicant has:
 - A. Without good cause therefor failed to carry on or complete prior right-of-way restoration work or work of a similar nature in an acceptable manner or refused to comply with a written order of the engineer with regard thereto within a reasonable time;
 - B. Failed to perform prior right-of-way restoration work or work of a similar nature in reasonably close conformity with the plans and specifications therefor, or in reasonably close conformity with the city's design standards or the city's utility accommodation and street restoration specifications;
 - C. Failed or refused to remove and replace materials or work found by the director not to be in reasonably close conformity with the plans and specifications or city's utility accommodation and street restoration specifications, as applicable, or failed to correct such material or work so as to cause such materials or finished product to be reasonably acceptable work; or
 - D. Offered or given gifts or gratuities to city employees in violation of state law or has had as its employee a person who was at the time also a city employee.
 - E. Violated air, water quality and/or erosion and sediment control standards in the course of completing previous work.
 3. If the director determines not to qualify an applicant to perform right-of-way restoration work, the director shall notify the applicant. The notice shall set forth the reasons supporting the director's determination not to qualify the applicant and shall indicate that the director's determination shall be considered final unless the applicant files a written request for review with the director within 30 days of the applicant's receipt of notice thereof. The notice shall be sent to the applicant by certified mail, return receipt requested to the address indicated on the application.
 4. Upon written request of the applicant received within 30 days of mailing of the notice, the director or designee shall schedule and hold a hearing thereon. At such hearing, the applicant may present evidence or argument why it should be qualified to perform right-of-way restoration work.
- (m) **Disqualification of person previously qualified to perform right-of-way work and/or restoration.**
1. The director may disqualify any person from the further performance of right-of-way work and/or restoration work upon a determination by the director that the person has failed to meet any of the criteria or has failed to perform restoration work meeting all the applicable standards. Upon making such determination, the director shall give notice to the affected party of his or her determination and shall therein set forth the reasons supporting disqualification and the proposed period for disqualification and shall indicate that the director's determination shall be considered final unless the applicant files a written request for review with the director within 30 days of the applicant's receipt of notice thereof.
 2. Upon written request of the affected party received within 30 days after the affected party's receipt of the notice, the director shall schedule and hold a hearing thereon. At such hearing, the affected party

may present evidence or argument why it should not be disqualified from performance of right-of-way restoration work.

3. The applicant may reapply for a permit to work in the right-of-way 30 days after all failures to perform identified by the director have been remedied. Any person who has received more than one notice of failure to meet the criteria, or has failed to perform within a one year period may, after notice and being given an opportunity to be heard, be barred applicant from doing any work in the right-of-way for up to 180 days.

(n) **New permit applications, extensions and amendment.**

1. A right-of-way permit is valid only for the area of the right-of-way specified in the permit. No permittee may perform outside specified terms in the permit. Any permittee who determines that an area greater than or less than that specified in the permit must be used, occupied, work, excavated and/or must:
 - A. Submit application for a new permit and pay any additional fees necessitated thereby; and
 - B. Be issued a new permit.
 - C. Non-franchise utility permit amendment is required if the use and occupancy of facilities is greater than or less than specified in permit agreement; fee shall be in the amount set in the schedule of fees adopted by the City Council by resolution.
2. A right-of-way permit is valid only for the dates specified in the permit. No permittee may begin work before the permit start date or continue working after the end date. If a permittee does not finish the work by the permit end date, it must make application for a new permit for the additional time it needs and receive the new permit. An extension of the old permit must be requested prior to the end date of the previous permit.

(o) **Permittee's other obligations.**

1. Obtaining a right-of-way permit does not relieve a permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any other city, county, state, or federal rules, laws or regulations.
2. A permittee shall comply with all requirements of local, state and federal laws, including I.C. Ch. 480, pertaining to underground facilities information (One Call excavation notice system).
3. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who performs the work.
4. Except in an emergency and with the approval of the director, no right-of-way tasks may be performed when seasonally prohibited or when conditions are unreasonable for such work.

(p) **Denial of permit.**

1. Mandatory denial. Except in an emergency, no right-of-way permit will be issued:
 - A. To any person who is disqualified from the further performance of right-of-way work and/or restoration work;
 - B. To any person who has outstanding debt owed to the city such as penalties, unpaid permit or other fees;
 - C. To any person as to whom there exists grounds for the revocation of a permit; or
 - D. If the issuance of a permit for the particular date and/or time would cause a conflict or interfere with an exhibition, celebration, festival, or any other event. The director, in exercising making

this determination shall consider the safety and convenience of ordinary travel of the public over the right-of-way, and by considerations relating to the public health, safety and welfare.

2. Permissive denial. The director may deny a permit in order to protect the public health, safety and welfare; to prevent interference with the safety and convenience of ordinary travel over the right-of-way; or when necessary to protect the right-of-way and its users. In determining to deny a permit, the director may, consider one or more of the following factors: the extent to which right-of-way space where the permit is sought is available; the competing demands for the particular space in the right-of-way; the availability of other locations in the right-of-way or in other right-of-way for the equipment of the particular company; the applicability of other regulations of the right-of-way that affect location of equipment in the right-of-way; the degree of compliance of the applicant with the terms and conditions of its franchise or license, and other applicable ordinances and regulations; the degree of disruption to surrounding communities and businesses that will result from the use of that part of the right-of-way; the condition and age of the right-of-way, and whether and when it is scheduled for total or partial reconstruction; and the balancing of the costs of disruption to the public and damage to the right-of-way against the benefits to that part of the public served by the expansion into additional parts of the right-of-way.
3. Discretionary issuance. The director may issue a permit in any case where the permit is necessary to:
 - A. Prevent substantial economic hardship to a customer of the permit applicant;
 - B. Allow an applicant's customer to materially improve its utility service; or
 - C. Allow a new economic development project which receives economic development assistance from the state or city.
4. Denial of a small wireless facility permit. Notwithstanding the foregoing, an application for a small wireless facility permit shall only be denied on the grounds authorized by I.C. Ch. 8C (2019).

(q) Construction and installation requirements; certification by permittee.

1. When working in public right-of-way, a permittee shall not unreasonably interfere with the safety, health, and convenience of the public in the public's use thereof for ordinary travel along and over the right-of-way, nor shall a permittee interfere with public safety or public health services provided by the city to its residents by means of the public right-of-way.
2. All work performed in the right-of-way, including, but not limited to, the construction, installation, repair, maintenance, or replacement of equipment, shall be done in conformance with the city's current specifications and design standards. Equipment shall be constructed or installed in the right-of-way at a location and shall be constructed as shown and placed in the location as shown on the plans and specifications therefor submitted in connection with the permit application, unless the permittee makes a written request to the director to approve a change in location of such equipment. In no event shall equipment be constructed or installed in the right-of-way at a location other than that shown on the plans and specifications without the prior written consent of the director.
3. Within 30 days after completing the construction or installation of any equipment for which a permit was required, the permittee shall certify to the director by as-built drawings or inspection reports, that the equipment was constructed or installed at the location shown on the plans and specifications therefor submitted with the permit application or at an alternate location approved by the director. This shall be in addition to the requirement that mapping data be supplemented within six months after completion of the construction or installation of such equipment.
4. Equipment constructed or installed at a location other than shown on the plans and specifications, or at a location other than the alternate location approved by the director, shall be immediately removed or relocated at the direction of the director.

-
5. No person shall leave or keep open any excavation or vault on, in or under any right-of-way. All excavations and vaults shall be protected in accordance with the city's utility accommodation and street restoration specifications.
 6. If the director determines that any equipment placed in the right-of-way constitutes a hazard to the public health and safety, the director order the permittee to remove the equipment. If the permittee fails to do so, the city may do so at the permittee's cost.

(r) **Inspection.**

1. When the work under any permit issued is completed, the permittee shall notify the department inspector following completion.
2. The department inspector may inspect the work under any permit at any time. The permittee shall make the work site available to the department inspector and to all others as authorized by law for inspection at all reasonable times during the execution and upon completion of the work.
3. At the time of inspection, the department inspector may order the immediate cessation of any work which poses an imminent threat to the life, health, safety or well-being of the public.
4. At the time of inspection, the department inspector shall order the immediate cessation of any work if a permit to work in right-of-way has not been issued.
5. The department inspector may issue an order to the permittee to correct any work which does not conform to the applicable standards, conditions, policy or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Within ten days after issuance of the order, the permittee shall present proof to the director that work has been corrected. If such proof has not been presented within the required time, the director may revoke the permit, or pursue any other remedy at law or in equity.

(s) **Work done without permit.**

1. Emergency situations. Each applicant shall immediately notify the traffic division of the department of any event regarding its equipment which it considers to be an emergency that affects the vehicular traffic. The applicant may proceed to take whatever actions are necessary in order to respond to the emergency. Within one business day after the occurrence of the emergency, the applicant shall apply for the necessary right-of-way permits, pay the fees associated therewith and fulfill the rest of the requirements necessary to bring itself into compliance for the actions it took in response to the emergency. If a storm, flood, or other citywide emergency event causes system-wide damages to the equipment of a utility service company, requiring emergency repairs without obtaining the necessary right-of-way permits, the director may, upon request by the company sustaining such damage, waive or modify the requirement that permits be obtained after the making of emergency repairs in response to such event. If the director becomes aware of an emergency regarding an applicant's equipment, the department may attempt to contact the local representative of each applicant affected or potentially affected by the emergency. In any event, the department may take whatever action it deems necessary in order to respond to the emergency, the cost of which shall be borne by the applicant whose equipment occasioned the emergency.
2. Nonemergency situations. Except in an emergency, any person who obstructs, works and/or excavates in the right-of-way without a permit must immediately cease work in right-of-way and obtain a permit, additional fees shall be in the amount set in the schedule of fees adopted by the City Council by resolution; in addition the director may assess an administrative penalty against such person.

(t) **Revocation of permits.**

-
1. The city may revoke any right-of-way permit, without fee refund, for a material breach of the terms and conditions of any statute, ordinance, rule or regulation or any condition of the permit. A material breach by the permittee shall include but not be limited to the following:
 - A. The violation of any provision of the permit;
 - B. An evasion or attempt to evade any provision of the permit, including inspection, or the perpetration or attempt to perpetrate any fraud or deceit upon the city or its citizens;
 - C. Failure to give notice of department inspector or standby;
 - D. Any error of fact in the application for a permit;
 - E. The failure to maintain the required bonds and/or insurance;
 - F. The failure to complete the work in a timely manner; or
 - G. Failure to complete work in accordance with the city's current specifications and design standards.
 - H. The failure to correct a condition indicated on an order issued by the director or an inspector.
 - I. Failure to accommodate the flow of water, and not so obstruct a right-of-way that the natural free and clear passage of water through the gutters or other waterways shall be interfered with.
 - J. Failure to attain the proper erosion control permit and implement sediment and erosion control practices as required by Cedar Rapids Municipal Code Ch. 71. Failure to implement erosion and sediment control requirements or properly address an unauthorized discharge shall result in an enforcement action as referenced in Cedar Rapids Municipal Code Section 71.14.
 - K. Work under a permit shall be conducted within the permit area, and work vehicles, equipment and materials shall be stored within the permit area. Private vehicles may not be parked within or adjacent to a permit area. The loading or unloading of trucks adjacent to a permit area is prohibited unless specifically authorized by the permit. ADA accommodations shall be maintained.
 2. If the director determines that the permittee has committed a breach of a term of condition of any statute, ordinance, rule, regulation or any condition of the permit, the director, in addition to any other legal or equitable remedies, may order the permittee to remedy such violation. The order shall state that continued violations may be cause for revocation of the permit. In addition, the director, may place additional or revised conditions on the permit.
 3. Within 24 hours of receiving notification of the breach, the permittee shall contact the director and at that time provide a plan, acceptable to the director, for its correction. The permittee's failure to contact the director or the permittee's failure to submit an acceptable plan or the permittee's failure to reasonably implement the approved plan shall be cause for immediate revocation of the permit.
 4. Revocation of a permit shall constitute grounds for denial of another application of a permit for a period of one year from the date of revocation.
 5. If a permit is revoked, the permittee shall also reimburse the city for the city's reasonable costs, including restoration costs and the costs of collection and reasonable attorneys' fees, incurred in connection with such revocation.
- (u) **City's remedies not exclusive.** The remedies provided herein are not exclusive or in lieu of other rights and remedies that the city may have at law or in equity. The city is authorized to seek legal and equitable relief for actual or threatened injury to the public right-of-way, including damages to the right-of-way, whether or not caused by a violation of this chapter.

-
- (v) **Appeal.** Appeals of the director's decisions regarding right-of-way permitting maybe made pursuant to 9A.01(v).

(034-21)

9A.03 RIGHT-OF-WAY FRANCHISE, LICENSE OR LEASE.

(a) **Franchise, license or lease required.**

1. Except as otherwise provided, no person shall occupy or use public right-of-way on a citywide basis for the purpose of providing utility services to private customers without first obtaining a franchise from the city as provided and required by I.C. Section 364.2.
2. Except as otherwise provided, no person shall occupy or use any portion of the right-of-way for the purpose of operating or conducting a private business, on other than a temporary basis as provided in a right-of-way permit, without first obtaining a license or lease from the city.
3. The city shall not grant, issue, or enter into any franchise, license or lease that grants or allows exclusive use or occupancy of the right-of-way or that grants or allows assignment, transfer, sublease or subdivisions without the city's express written consent. Any person seeking a franchise, license, or lease for use of city right-of-way shall make application for a franchise, license, or lease.
4. An application for a franchise, license, or lease for occupancy or use of a right-of-way shall be filed with the director and shall include all information required to be submitted per application.

(b) **Grant of franchise; persons eligible.**

1. Franchises will be granted in accordance with the procedures provided therefor in I.C. ch. 364. The terms and conditions of a franchise shall be incorporated into the form of an ordinance. A franchise shall not be considered to have been granted by the city unless and until the form and provisions of the franchise ordinance have been approved and adopted by the City Council, the grant of the franchise has been approved by the city electorate at an election, if required, and the franchise has been duly recorded, all as required by I.C. ch. 364. The proposal to grant a franchise shall not be submitted at an election until the City Council has duly passed and approved the ordinance containing the proposed franchise.
2. A franchise will be granted only when the following conditions are met:
 - A. The franchise applicant provides or proposes to provide a utility service to all of the city residents or to all of the residents within a given area of the city;
 - B. The franchise applicant provides or proposes to provide utility service within the city or within a given part thereof and is by law required to provide universal service within its service area;
 - C. The franchise applicant proposes to use any and all street and alley right-of-way within the city or within a given part thereof for the purpose of providing such service;
 - D. The City Council determines that the franchise applicant will require authorization to utilize any and all street and alley right-of-way within the city or within a given part thereof for the purpose of providing such service; and
 - E. The franchise applicant has obtained a certificate of public convenience and necessity from the state utilities board for the provision of that service, if required, and has met all other legal requirements to provide the utility service.
3. Persons providing utility services, except local exchange telephone services, on the effective date of the ordinance:

-
- A. Which are not franchised by the city;
 - B. Which possess a certificate of public convenience and necessity from the Iowa utilities board for the provision of that service, if required; or
 - C. Which provide utility service to all or a substantial proportion of the residents of the city, or to all or a substantial proportion of the residents of a given part of the city; and
 - D. Which utilize all or a substantial proportion of the street and/or alley right-of-way within the city, or within a given part of the city, for the purpose of providing such service;

shall be required to obtain a franchise for the continued provision of that utility service and for the continued use and occupancy of city street right-of-way for that purpose.

- 4. Persons providing local exchange telephone service under the circumstances shall be exempt from the obligation to obtain a franchise as therein provided, but shall be required to obtain a communications system license and any other permit required for its intended activities in the right-of-way.

(c) **Persons eligible for issuance of license.**

- 1. The following persons shall not be eligible for the grant of a franchise, but shall instead be eligible for the issuance of a license for the use of the right-of-way at the discretion of the director:
 - A. A person who, on the effective date of the ordinance, provides or proposes to provide utility services to all residents within the city or to all residents within a given part thereof but who intends to utilize for that purpose only certain street or alley right-of-way constituting only a small portion of the street or alley right-of-way within the city or within that part of the city;
 - B. A person who the director determines can provide such service by utilizing only certain street or alley right-of-way constituting only a small portion of the street or alley right-of-way within the city or within a given part of the city.
 - C. The owner of two or more properties which abut a street or alley right-of-way on either side thereof and which properties are zoned for multifamily, commercial, or industrial use, who desires to use such street and/or alley right-of-way to provide a private service connection between two or more buildings or facilities located on such properties.
 - D. The owner of two or more properties within the boundaries of the city, which properties are used collectively as a campus for residential, business, and/or educational purposes, who desires to use the streets and/or alleys connecting said properties to provide a private service connection between two or more buildings or facilities located on such properties.
 - E. A person who provides or proposes to provide wholesale services and/or support to its customers or clients who use the person's equipment and facilities within the city right-of-way. Upon request by such person for license, or for license renewal or license amendment increasing or decreasing the equipment or facilities within the right-of-way existing on the effective date of the ordinance, the director shall review the then-anticipated cost of relocation and removal of the person's proposed equipment and restoration of the city right-of-way due to said relocation or removal, and prior to issuing such license, or renewal or amendment, the director may, in his or her sole discretion, require such person to make payment to the city of an upfront deposit payment or to post a performance and maintenance bond in the amount as determined by the director. Nothing set forth herein relieves such person of its obligation to additionally pay applicable fees, or to remove and/or relocate its equipment following its license term and/or renewal(s) thereof following director order, or to otherwise comply with all provisions of this Code applicable to such person's use of the city right-of-way.

-
- F. A person who provides or proposes to provide a private service connection such as sanitary sewer or water service located on private property that does not cross a street or alley right-of-way between two or more buildings or facilities on either side and who, in the discretion of the director, fulfills all of the following criteria:
- (1) Owns a minimum of one property used for non-residential purposes within the boundaries of the city, as determined by the records of the county assessor and/or auditor within which county the property is located, for the duration of the initial license term and renewal(s) thereof; and
 - (2) Provides a broad based public benefit to the city and its residents in the form of economic activity, and/or job creation, and/or the promotion of the health, safety or welfare of the city's residents; and
 - (3) Does or will own the proposed equipment within the right-of-way, and whose proposed use of the right-of-way has a minimal current impact and minimal anticipated future impact on such right-of-way, and of the use thereof by the city or other parties allowed by the city; and
2. Appeals of the director's decisions regarding eligibility for the issuance of a license or lease for the use of the right-of-way maybe made pursuant to 9A.01(v).
- (d) **Persons eligible for issuance of lease.**
1. The following persons shall be eligible for the issuance of a lease at the discretion of the director:
 - A. The owner of a property which abut a street or alley right-of-way who desires to use such street or alley right-of-way, over or above, for private use.
- (e) **Authority to issue license or lease; form.**
1. A license or lease shall be issued by City Council resolution. The director shall review each application and shall recommend for City Council approval each license or lease which is determined to be in compliance and any other applicable legal requirements. The director may require a change in the proposed location of the licensee or lessee's equipment where necessary to avoid interference with other equipment placed within the public right-of-way.
 2. A license or lease issued shall be in writing, shall be executed by the licensee or lessee, and shall not take effect until approved by City Council. The form of a license or lease to be issued shall be uniform, but shall be subject to periodic review and modification.
- (f) **Limit on term of franchise, limit on initial or renewal term of license or lease.**
1. No franchise for use of the public right-of-way shall be granted for a term in excess of twenty-five years.
 2. No license for use of the public right-of-way issued by the director shall be issued for a term in excess of twenty-five years or renewed for a term in excess of ten years.
 3. Every license issued for use or occupancy of public right-of-way shall terminate on the date provided in the license, or if no such termination is provided in the license, the licensee shall be terminable by the city upon 30 days written notice to the licensee.
 4. No lease for use of the public right-of-way issued by the director shall be issued for a term in excess of three years.
 5. No lease for the use of air rights or tunnels, shall be issued for a term in excess of twenty-five years or renewed for more than one term in excess of twenty-five years. All existing leases of airspace over public streets, alleys and right-of-way shall continue pursuant to the terms and conditions of the

leases, or other agreements currently in place. Any amendments or extensions of existing leases shall include the terms and conditions established herein.

6. Every lease issued for use or occupancy of public right-of-way shall terminate on the date provided in the lease, or if no such termination is provided in the lease, the lease shall be terminable upon three days written notice to the lessee.

(g) Compensation required; franchise, license and lease fees.

1. No franchise or lease for use of public right-of-way shall be granted, and no license for the use of public right-of-way shall be issued without requiring the grantee or licensee or lessee thereof to compensate the city for such use by payment of a reasonable fee.
2. All franchises granted by the city after the effective date of this ordinance shall require the franchisee to pay an annual franchise fee. The franchise fee shall be provided for in the franchise ordinance.
3. Franchise and license fees shall, to the extent allowed by the constitution and laws of the state, be assessed on all new franchise and license for use or occupancy of the right-of-way upon and after the City Council's approval by resolution of a schedule of license fees for use of city right-of-way.
4. A lease fee shall be assessed on all new leases for use or occupancy of the right-of-way. The lease fee shall in each instance be established per the approved fee schedule and provided for in the lease approved by the City Council.

The Lessee shall be required to pay in advance each year annual rental.

The rental for air rights shall begin at the commencement of the lease and be computed in accordance with the floors or stories proposed to be constructed in accordance with plans and specifications submitted to the City Building department for the building permit. At such time in the future as additional floors or stories are to be constructed, such additional rental as may be required by the above formula shall be paid commencing at the issuance of a building permit by the city building department.

The fair market value shall be such value as computed by the City Assessor in accordance with the values affixed by the Assessor for other property in the area, subject to such adjustments as deem equitable for the property involved.

5. In addition to being required to pay franchise or license fees, franchisees and licensees may, to the extent allowed by I.C. Ch. 480A, be required to provide in-kind services as compensation for such use, including, but not limited to:
 - A. The installation by the franchisee or licensee of city equipment in the trenches excavated by or in the duct banks constructed by the franchisee or licensee; and
 - B. Access to such trenches or ducts so that the city can install its equipment therein.

Franchisees and licensees who provide such services as utility services, may, to the extent allowed by I.C. Ch. 480A, also be required to provide access at no cost to the services provided by the franchisee or licensee at a location to be designated by the city, or the equivalent value of the service to be provided at such location.

6. Franchise, license, and lease fees shall be paid at the city treasury department. The acceptance of any such fee payment by the city shall not be construed as an acknowledgment that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which the city may have for additional sums due and payable. Franchisees, licensees and lessees shall, within 90 days of the close of the license or lease term or fiscal year, as the case may be, provide the city with an annual audit of the fees paid to the city during the reporting period indicating that the fee paid to the city during that period is equal to the franchise, license or lease fee due for such period. If such audit results in a determination that an additional amount of franchise, license or lease fee is owing to the city for the prior year, such additional amount shall be due and payable immediately,

together with interest at the rate of ten percent per year calculated from the due dates for the franchise or license fee payments in question. The city director may waive the audit requirement when he or she determines that the license, franchise or lease fee amount owing to the city is too minimal to justify audit.

7. The licensee or lessee shall pay interest as established by City Council resolution on any overdue license or lease fee calculated from the due date of the fee.
8. Nothing shall be construed to limit the liability of a franchisee, licensee, or lessee for all applicable federal, state and local taxes.
9. Nothing shall be construed to prevent the City Council from exercising the right of the city to change the amount of any of the fees.

(h) Application for initial issuance of a license or lease.

1. A person desiring to obtain a license or lease shall make application for a license or lease for such use and occupancy, and shall pay an application fee for initial issuance of the license or lease. The application fee for initial issuance of a license or lease and any future changes thereto shall be effective upon its inclusion in a schedule of fees adopted by the City Council by resolution. The application for initial issuance of a license or lease shall be filed with the director not less than 60 days prior to the proposed effective date of the license or lease and shall be filed upon a form provided by the city for that purpose. The application shall include, at a minimum, the following information:
 - A. The name, address and telephone number of the applicant.
 - B. The qualifications of the applicant.
 - C. The name, address and telephone number of a responsible person whom the city may notify or contact at any time or in case of emergency concerning the equipment or utility system.
 - D. A written statement of the proposed use of the public right-of-way or alley, the purpose for the equipment or system proposed for installation in the public right-of-way or alley, the type of service it will provide, and the intended customers which it will serve.
 - E. Any additional information which the director in his or her discretion may require.

(i) Issuance and renewal of licenses or lease; revocation and cancellation.

1. Prior to the initial issuance of a license or lease for use or occupancy of public right-of-way, the director shall conduct a review of the applicant's background to determine the licensee's or lessee's ability to meet all applicable requirements. If on the basis of such review the director determines that the applicant does not meet the requirements, the director shall give notice of intent not to issue the license or lease.
2. To obtain renewal of a license or lease, the licensee or lessee shall file a renewal application with the director on the form provided by the city and pay an application fee for renewal of the license or lease. The renewal application fee and any future changes thereto shall be effective upon its inclusion in a schedule of fees adopted by the City Council by resolution. The renewal application shall be filed with the director not less than 60 days prior to the expiration of the initial or any renewal term of the license or lease. Upon receipt of the renewal application, the director shall conduct a review of the licensee or lessee's and the licensee's or lessee's prior use of the public right-of-way to determine the licensee's continued compliance with all applicable requirements. If on the basis of such review the director determines that the licensee or lessee and the licensee's or lessee's prior use of the public right-of-way comply with all requirements, the director may renew the license or lease for an additional term. If on the basis of such review the director determines that the licensee and the licensee's use of public right-of-way do not comply with one or more of the requirements, the director

shall give notice of intent not to renew the license or lease. If a licensee holds multiple licenses for use or occupancy of various right-of-way within the city for the same or similar purpose, the licensee shall be required to apply for renewal of all such licenses under a single license at such time as the earliest issued license expires.

3. In determining the length of the term of an initial or a renewal license or lease, the director shall take into consideration the likelihood that the city will require the use of the licensed or leased right-of-way for municipal purposes or that such use of the licensed or leased right-of-way will unduly burden the city or the public in its use of the licensed or leased right-of-way during the proposed term of the license or lease. A license or lease shall not be issued or renewed if the director determines that any of the following conditions exist in the right-of-way proposed for licensing or leasing:
 - A. There is insufficient space in the right-of-way to accommodate the proposed use, given the other existing uses thereof;
 - B. The proposed private utility service connection would interfere with or conflict with existing or planned city equipment or utility equipment located or to be located in the right-of-way;
 - C. Such use is incompatible with adjacent public or private uses of that right-of-way;
 - D. Such use would involve an unacceptably high frequency of repair or maintenance to the private utility service equipment thereby requiring excessive excavation in or obstruction of the right-of-way; or
 - E. The construction or installation of such private utility service equipment would interfere with a public improvement undertaken or to be undertaken by the city or with an economic development project in which the city has an interest or investment.
4. If during the term of any license or lease the director determines that the license or lease should be revoked due to the licensee's or lessee's failure to comply with any of the requirements, the director shall give notice of intent to revoke such license or lease.
5. The following shall constitute grounds for refusal to issue or renew a license or lease, or for revocation of a license or lease for use or occupancy of public right-of-way:
 - A. The licensee's or lessee's failure to observe or comply with any of the following:
 - (1) The licensee's or lessee's use or prior use of public right-of-way has been conducted in full and timely compliance with all laws and regulations applicable thereto, and the licensee or lessee has complied fully and in a timely manner with the requirements of any previously issued license or lease, and with the orders or instructions of city officials issued pursuant to this chapter; or
 - (2) The licensee or lease is current in the payment of license or lease fees, if applicable, and the licensee or lessee has made such payments fully and when due.
 - B. The licensee's or lessee's commission of any of the following acts:
 - (1) The licensee or lessee has made a misleading statement or a material misrepresentation in connection with an application for initial issuance or renewal of a license or lease, in connection with its application of its use of the public right-of-way or in connection with its use of public right-of-way; or
 - (2) The licensee or lessee has transferred or attempted to transfer its equipment, its business, or its license or lease to another person or has made a change in use of its equipment, without giving the city notice thereof and obtaining city consent thereto.

-
6. The director shall give notice of intent to not renew or revoke such license or lease if during the term of any license or lease the director determines any of the following:
 - A. The licensee's or lessee's continued use of the public right-of-way will burden the city or the public in its use of that property;
 - B. The public right-of-way for which the license or lease was issued will be required for municipal purposes during the term of the license or lease;
 - C. The licensee's or lessee's equipment at a particular location will interfere with:
 - (1) A present or future city use of the right-of-way;
 - (2) A public improvement undertaken or to be undertaken by the city;
 - (3) The public's safety or convenience in using the right-of-way for ordinary travel;
 - D. The public health, safety and welfare requires it; or
 - E. The continued existence of the license is not in the city's best interests.
 7. Notice of intent not to issue a license or lease for use of the public right-of-way shall be given to the applicant, either by certified mail, return receipt requested, or by actual service or delivery thereof, which notice shall be given not more than 30 days after submission of the application. Notice of intent not to renew a license or lease for use of the public right-of-way shall be given to the licensee or lessee, either by certified mail, return receipt requested, or by actual service or delivery thereof, which notice shall be given not more than 90 days after submission of the renewal application. Notice of intent to revoke or cancel a license or lease shall also be given to the licensee or lessee. The notice shall set forth the grounds for refusal to issue or renew or for revocation or cancellation and shall inform the applicant, licensee or lessee of the right to an appeal hearing upon request. Such request for hearing shall be filed in writing with the city director, and the hearing shall be scheduled and held. At the hearing, the applicant, licensee or lessee shall have the burden of establishing that the grounds asserted in the notice do not exist.
 8. Upon the effective date of revocation or cancellation as provided in the director's notice thereof, or upon the effective date specified in the director's written decision upon the licensee's or lessee's appeal, the licensee or lessee and their bonding company or both shall be required to cease its use and occupancy of the right-of-way or to remove or relocate its equipment therefrom, as provided in the notice or decision. Equipment not removed or relocated from the right-of-way as required in such notice or order shall be considered a nuisance and may be removed, relocated, or taken possession of by the city, at the licensee's or lessee's and bonding company's expense. Except in emergency circumstances, the requirement to relocate, remove, or cease use of equipment shall be suspended during the pendency of any appeal taken by a licensee or lessee.
 9. If a license or lease is refused or cancelled upon the basis that the city property licensed or leased, or proposed for licensing or leasing is or will be required for municipal purposes, the applicant, licensee or lessee shall not be entitled to appeal.
 10. Notwithstanding, the notice and hearing requirements, the director may in emergency circumstances order the immediate relocation or removal of equipment from the right-of-way and may, upon the licensee's or lessee's failure to comply with such order, immediately remove, relocate, or take possession of such equipment at the licensee's or lessee's expense.
 11. Upon termination of the lease by its terms the lessee and the lessee's bonding company shall take such action relating to the structure as may be required by the terms of the lease and upon failure to promptly do so the City may proceed with the provided work and recover the costs from lessee or lessee's bonding company or both.

(j) **Failure to secure, renew or comply.**

1. Any person who fails to secure a franchise, license or lease required or any franchisee, licensee or lessee who fails to comply with the requirements of the respective permit, franchise, license, or lease, or with any other applicable legal requirements shall, upon notification of such violation by the director, immediately act either to abate the violation or cease its use and occupancy of the right-of-way and remove its equipment or system from the right-of-way.
2. The city reserves the right either to remove or to disconnect and render inoperative any equipment or system in the right-of-way under franchise, license or lease which is used or maintained; provided, however, that the city will give written notice of its intent to take such action, including the date upon which such action will be taken, to the affected franchisee, licensee, or lessee not less than seven days prior to taking such action.

(k) **Transfer of franchise, license, lease, business, or equipment without city's consent; change in use of equipment without city's consent.**

1. A franchise granted by the City Council shall not be transferred to any other person without the prior consent of the City Council. A franchisee shall not transfer its franchise, its business, or its equipment in the right-of-way to another person without giving the City Council 90 days' prior written notice of such proposed transfer and without the prior consent of the City Council. In such notice the franchisee shall clearly identify the proposed transferee, giving the name and address of a representative of the transferee who is authorized to discuss and provide information to the city regarding the transfer. The City Council may, as a condition of its consent to such transfer, require the transferee to make application for a franchise and to report its proposed use of the public right-of-way. Upon receipt of the application by a transferee, the director shall conduct a review of the transferee and its prior and proposed use of the public right-of-way to determine the transferee's compliance or ability to comply with the requirements, and shall report the results of such investigation to the City Council. The City Council may refuse consent to a proposed franchise transfer if it determines that the proposed transferee lacks the expertise, experience, financial resources or sufficient personnel required to maintain the franchised equipment and/or the right-of-way associated therewith, or if the city has previously revoked or cancelled a franchise or license or terminated a lease held by the proposed transferee, or if the proposed transferee, is then in default of any of its obligations. If a franchise includes provisions regarding transfer which are more specific than those set forth herein, the more specific provisions of the franchise shall prevail.
2. A license or lease issued or granted shall not be transferred to any other person without the prior written consent of the director. A lessee or licensee shall not transfer the license or lease, the business, or the equipment in the right-of-way to another person without giving the director 90 days' prior written notice of such proposed transfer and without the prior written consent of the director. In such notice, the licensee or lessee shall clearly identify the proposed transferee, giving the name and address of a representative of the transferee who is authorized to discuss and provide information to the city regarding the transfer. The director may, as a condition of consent to such transfer, require the transferee to make application for such license or lease and to register its proposed use of the public right-of-way. Upon receipt of the application by a transferee, the director shall conduct a review of the transferee and the prior and proposed use of public right-of-way to determine the transferee's compliance or ability to comply with the requirements. The director may refuse consent to a proposed transfer if determined that the proposed transferee lacks the expertise, experience, financial resources or sufficient personnel required to maintain the equipment and/or the right-of-way associated therewith, or if the city has previously revoked, terminated or cancelled a franchise, lease or license, or if the proposed transferee is then in default of any of its obligations.
3. The transferee of a franchisee's, licensee's or lessee's equipment, business, franchise, license, or lease shall not be entitled to enter upon public right-of-way for the purpose of operating or maintaining such

equipment unless and until it completes the formal transfer of such equipment, business, franchise, license, or lease and obtains the city's consent to such transfer.

4. A franchisee, licensee, or lessee shall not change the use of its equipment without giving the city 90 days' prior written notice of such proposed change in use. Such notice shall clearly and completely set forth the proposed change in use of equipment, how it would be accomplished, including any excavations required to accomplish such change, and projections as to the future maintenance implications of such change in use. Any proposed change in use of equipment shall require the prior approval of the director. Such approval may be withheld if the director determines that the proposed use of the equipment at that location would be incompatible with or would likely damage or endanger other uses of the right-of-way, would involve a higher level of maintenance activities than the present use, would involve more street excavation or greater traffic disruption than the present use, or would be otherwise inappropriate.
 5. Notwithstanding the foregoing, no transfer of a franchisee's, lessee's or licensee's, business shall be deemed to have occurred when the franchisee, lessee or licensee, is a publicly held entity whose stock is traded on recognized stock exchanges, and where transfer of ownership of the business has effectively occurred due to stock sales or trading in the open market. However, if a merger, consolidation, transfer or disposal of substantially all of such assets occurs, or if there is an assignment of its interest in a franchise, license, or lease granted or issued by the city, the city shall, upon written notice, have the right, in its sole discretion and without cause or further showing, to terminate the franchise, lease or license. Upon notice to the city by such a franchisee, lessee or licensee of such merger, consolidation, transfer or disposal of its assets or assignment of its interest in a franchise, lease, or license granted or issued by the city, the city shall have six months within which to terminate the franchise, lease or license. The provisions of a franchise or of a franchise regulatory ordinance with respect to the merger, consolidation, transfer or disposal of substantially all of the franchisee's assets or assignment of its interest in a franchise shall control.
 6. Notwithstanding the foregoing, in approving the lease of city right-of-way, the City Council may provide for the lessee's transfer or assignment of the leasehold interest with the prior consent of the city. Leases of city right-of-way in existence on the effective date of the ordinance which provide for the lessee's transfer or assignment of its leasehold interest without the prior consent of the city, or which have a different consent requirement, shall remain in effect, may be renewed, and shall prevail over the consent to transfer provisions.
 7. Notwithstanding the foregoing, the director's consent shall not be required for the transfer of a license issued if such transfer is contemporaneous with and incidental to the transfer of two or more parcels of real estate from one person or entity to another person or entity; if the improvements on such parcels are interconnected by the licensed equipment for the purposes of providing integrated internal communications, electrical, heating or cooling services to the improvements on such parcels; and if the licensed equipment will continue to be utilized for the same purpose or purposes after the transfer is completed. However, the transferee shall notify the director of such transfer within 30 days after its completion and shall provide evidence satisfactory to the director that it has complied with the requirements and has assumed all obligations of the transferor with respect to the license.
- (I) **Amendment to license or lease.** If a licensee or lessee with a current license or lease issued proposes to expand, reduce, relocate or modify any portion of its equipment or system within public right-of-way, including allowing another user to use all or any part of its system or equipment, the licensee or lessee shall file an application for an amendment to the current license or lease with the director, shall pay the administrative application fee, request a right-of-way permit and shall further comply with all other applicable requirements. An application for an amendment to a current license or lease shall include relevant new information of the type required in connection with the initial application for a license or lease. If approved, the amended license or lease shall be issued by the director in the same manner as the original

license or lease. However, if the amendment involves only one or more new hook-on connections to the licensed utility system and if the new connections will be made entirely through existing underground utility conduit or ducts so as not to require any excavation in the public right-of-way or by means of overhead wires or cables between existing utility poles, the licensee shall not be required to pay an additional administrative fee as part of the application for amendment.

(m) **Duties of licensee.**

1. No license or amendment to such license shall be issued for any equipment or system until the required fees have been paid and until a complete application has been filed with and approved by the director.
2. The licensee's equipment or system shall be installed or constructed in accordance with applicable industry standards, the city's utility accommodation and street restoration specifications, and the terms and conditions imposed by the city.
3. If it becomes necessary to excavate or obstruct any public right-of-way in connection with the installation, construction, reconstruction, repair, operation, disconnection or removal of a licensee's equipment or system, the licensee shall first obtain a permit from the city to do so.
4. The licensee shall maintain its equipment and all parts of its system in good condition, order and repair.
5. The licensee shall be responsible for repairing or reimbursing other licensed or franchised utilities or other persons or entities lawfully using the right-of-way for any damage to their property caused by negligence of the licensee or its agents, employees or contractors in connection with the installation, construction, reconstruction, repair, operation, disconnection or removal of the licensee's equipment or system.
6. No license required shall be issued to authorize placement of a utility system in any space which is required for public use.
7. The licensee shall be required to defend, indemnify and save the city, harmless from any and all liability for injuries or property damage which may occur in connection with or be directly or indirectly related to the licensee. The licensee shall be required to post a certificate of liability insurance in such limits specified by the City Council and with a company approved by the City Council insuring the lessee in relation to such liability and naming the city as an additional insured. A new certificate shall be filed each year.

(n) **Duties of lessee.**

1. No lease or amendment to such lease shall be issued for any equipment or system until the required fees have been paid and until a complete application has been filed with and approved by the director.
2. If it becomes necessary to excavate or obstruct any public right-of-way in connection with the installation, construction, reconstruction, repair, operation, disconnection or removal of a lessee's equipment or system, the lessee shall first obtain a permit from the city to do so.
3. No construction may begin until the issuance of a right-of-way permit.
4. All air rights structures including appurtenances within air space shall have a minimum of 15 feet clearance above ground level grade as established by the director.
5. The lessee of air space shall submit a structural inspection report signed and stamped by a licensed professional engineer every four (4) years. The report shall certify that the structures are structurally safe. Any deficiencies noted shall be repaired within 60 days to the City's sole satisfaction.

-
6. All signs and advertising shall be prohibited on surfaces exposed to view from the outside structures within leased air space, excepting those required for safety as determined by City Council.
 7. For new construction such as a skywalk, the lessee shall be required to post a performance bond written in such amount as specified by the City Council and with a bonding company approved by the City Council insuring the performance of all lessee's requirements provided in the lease.
 8. The lessee shall be required to defend, indemnify and save the city, harmless from any and all liability for injuries or property damage which may occur in connection with or be directly or indirectly related to the lease of ground or air space and the structure or structures located therein, including the construction, demolition and removal thereof, that the lessee shall be required to post a certificate of liability insurance in such limits specified by the City Council and with a company approved by the City Council insuring the lessee in relation to such liability and naming the city as an additional insured. A new certificate shall be filed each year.
 9. The lessee shall notify the city, in writing, of any damage to any structure or facility located within the airspace. The notice shall include the planned repairs and include provisions acceptable to the city, providing for pedestrian and vehicular safety.
 10. The lessee shall save the city harmless from any and all claims of any nature relating to restriction or deprivation of access, restriction or deprivation of air, or light or any other claims of any nature including litigation in any way connected with or directly or indirectly related to the leasing of ground or air rights.
 11. The lessee shall provide and perform such lighting, maintenance, protective devices and other requirements as may be specified in the air rights lease.
 12. The lease may contain such additional provisions negotiated between the city and the lessee.
- (o) **Existing franchises, license and leases.** If a conflict of language occurs between the provisions of this chapter and any franchise, lease or license in the right-of-way existing on the effective date of this chapter, the conflict shall be resolved by honoring the terms of the franchise, lease or license until it expires.

(034-21)

9A.04 RIGHT-OF-WAY; BOND.

Before a permit shall be issued for any activity covered in this chapter, the applicant shall file an approved bond in the principal sum of \$10,000 with the city, conditioned that such applicant shall hold harmless and indemnify the City of Cedar Rapids, Iowa, from injury or damages which may be suffered by any person by reason of such activity within the streets, alleys or public places of the city and will repair all damages to such streets, alleys, public places, private property, or appurtenances thereto, and will comply with all city ordinances and regulations governing such work as covered by the permit.

(034-21)

(Note: Chapter 9A adopted by Ordinance No. 034-21 , passed July 13, 2021)

GENERAL NOTES FOR UTILITY WORK IN PAVEMENTS

Detail applies to open-cut installation of pipe and/or conduit up to 18 inches in diameter.

For larger pipe diameters, submit detailed drawings to Cedar Rapids Public Works Department-Engineering Division for review and approval.

Obtain Public Work Right-of-Way Permit.

Contractor's Equipment Identification

All vehicles and major construction equipment utilized on work within the City ROW, with the exception of personal vehicles and rented equipment bearing the name, address, and telephone number of the rental company, shall exhibit the Contractor's name in at least two locations on each piece of equipment. This identification can be either a decal or painted lettering of a type and size, and with a contrasting color, rendering it legible from a distance of no less than 50 feet.

Standards

Statewide Urban Design and Specifications (SUDAS) Standard Specifications and Cedar Rapids General Supplemental Specifications to SUDAS Standard Specifications, current edition.

Pavement Removal and Restoration

A. Pavement Removal:

1. Full depth saw-cut pavement at the initial pavement removal limits per details.
Full depth saw-cut pavement at final pavement removal limits upon backfilling of trench.
2. Do not damage pavement that is to remain. Do not use heavy equipment adjacent to new concrete until the opening strength is achieved.
3. If required, and/or as directed by Public Works, adjust removal limits to ensure doweling into sound concrete.
4. Keep equipment and construction vehicles at least three (3) feet from excavation limits. A trench box may be necessary to prevent sloughing of trench walls.
5. Construct new patch 2" thicker than existing pavement. If pavement has existing subbase material, place and compact new subbase material (min. 6" depth) as required to bring the subbase to a level 2 inches below the bottom of the existing pavement
6. If existing pavement is HMA over PCC:
 - a. If the overlay is over 5 years old, place concrete to match asphalt surface.
 - b. If the overlay is 5 years old or less, match PCC patch to existing concrete surface and place HMA over new PCC patch to match asphalt existing depth.
 - c. Public Works staff will verify age of HMA overlay during permit review.

B. Pavement Restoration

1. Allowable concrete mixes:
Class C or M. Calcium chloride additive not permitted
2. HMA full-depth or surface (all courses) = Standard Traffic HMA (ST) 1/2-inch mix. PG58-28S binder

C. PCC Repair:

1. Provisions of SUDAS 7010 apply for concrete mix and placements
2. SUDAS 7010 3.04 applies for concrete placement during cold and hot temperatures and for weather protective measures. If temperature and weather conditions do not allow permanent pavement construction, temporary surfaces shall be constructed per page 7 of 8.

D. HMA Repair:

1. Provisions of SUDAS 7040 apply for placing HMA patches. HMA lifts shall not exceed 3 inches in thickness after compaction, with the top lift not exceeding 2 inches in thickness when compacted.
2. Compact each lift while hot by rolling or compacting with a vibratory compactor. Smooth the surface lift with a steel-tired finish roller to level or no more than 1/8 inch above the adjacent pavement.

E. Brick Repair:

1. Reuse bricks removed for excavation.
2. If bricks are unsuitable for re-use, contact the Engineering Division.

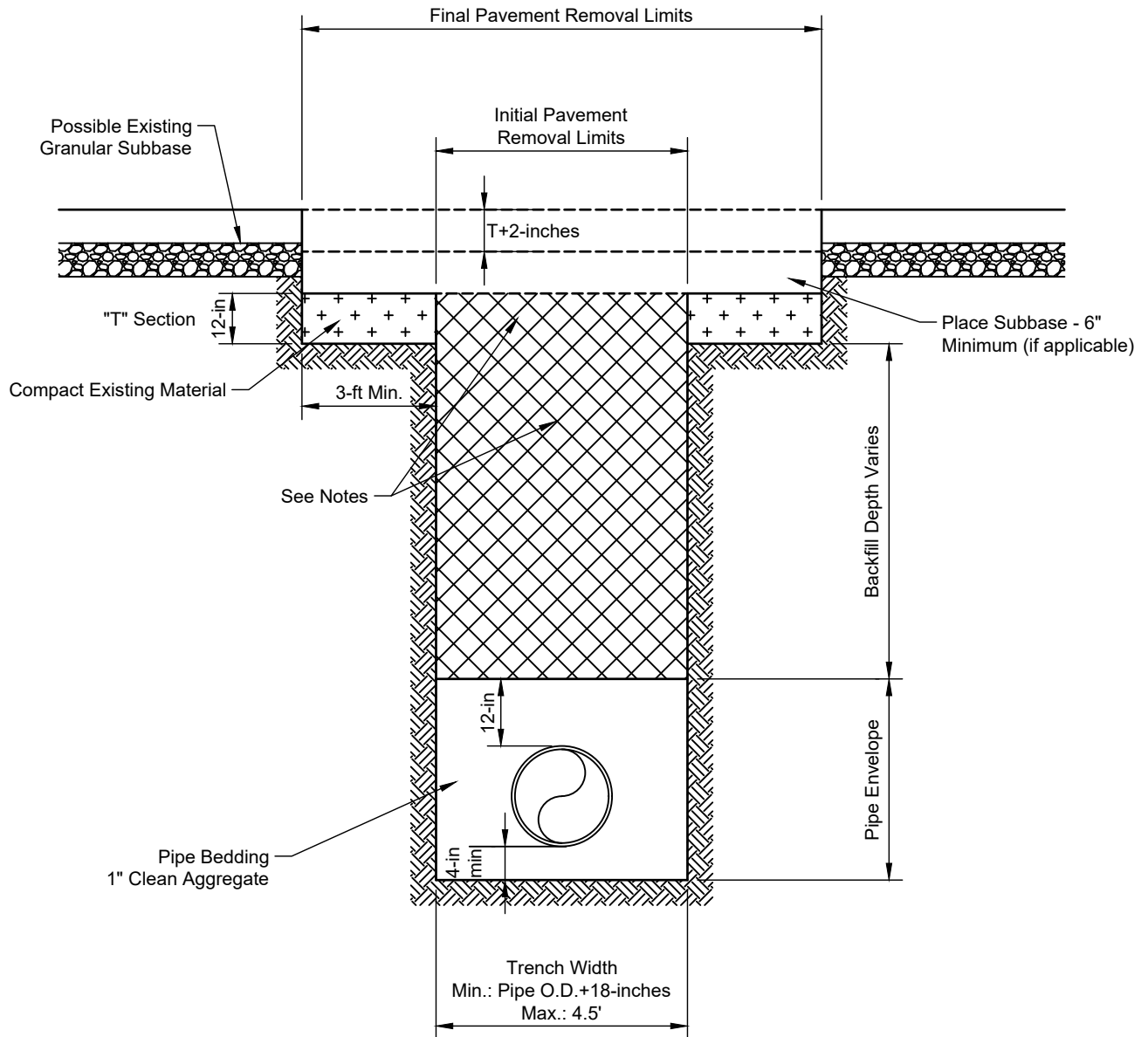
CEDAR RAPIDS PUBLIC WORKS DEPARTMENT

APPROVAL DATE: April 1, 2019

REVISED: March 1, 2022

UTILITY INSTALLATION IN PAVED ROADWAYS

SHEET NO.
1 / 8



If existing pavement has subbase, place and compact same thickness (min. 6") of granular subbase (Iowa DOT gradation No 12a or 12b) or modified subbase (Iowa DOT gradation No. 14) under new pavement.

If existing pavement does not have subbase material, place and compact trench backfill to bottom of new pavement.

Backfill shall be one of the following:

- Crushed rock conforming to Iowa DOT gradation No. 11. Place and compact in 8-inches lifts.
- Approved flowable mortar

Refer to Sheet 4-6 for typical pavement removal and replacement details.

OPTION No. 1 - VERTICAL TRENCH WALLS WITH "T" SECTION

NO SCALE

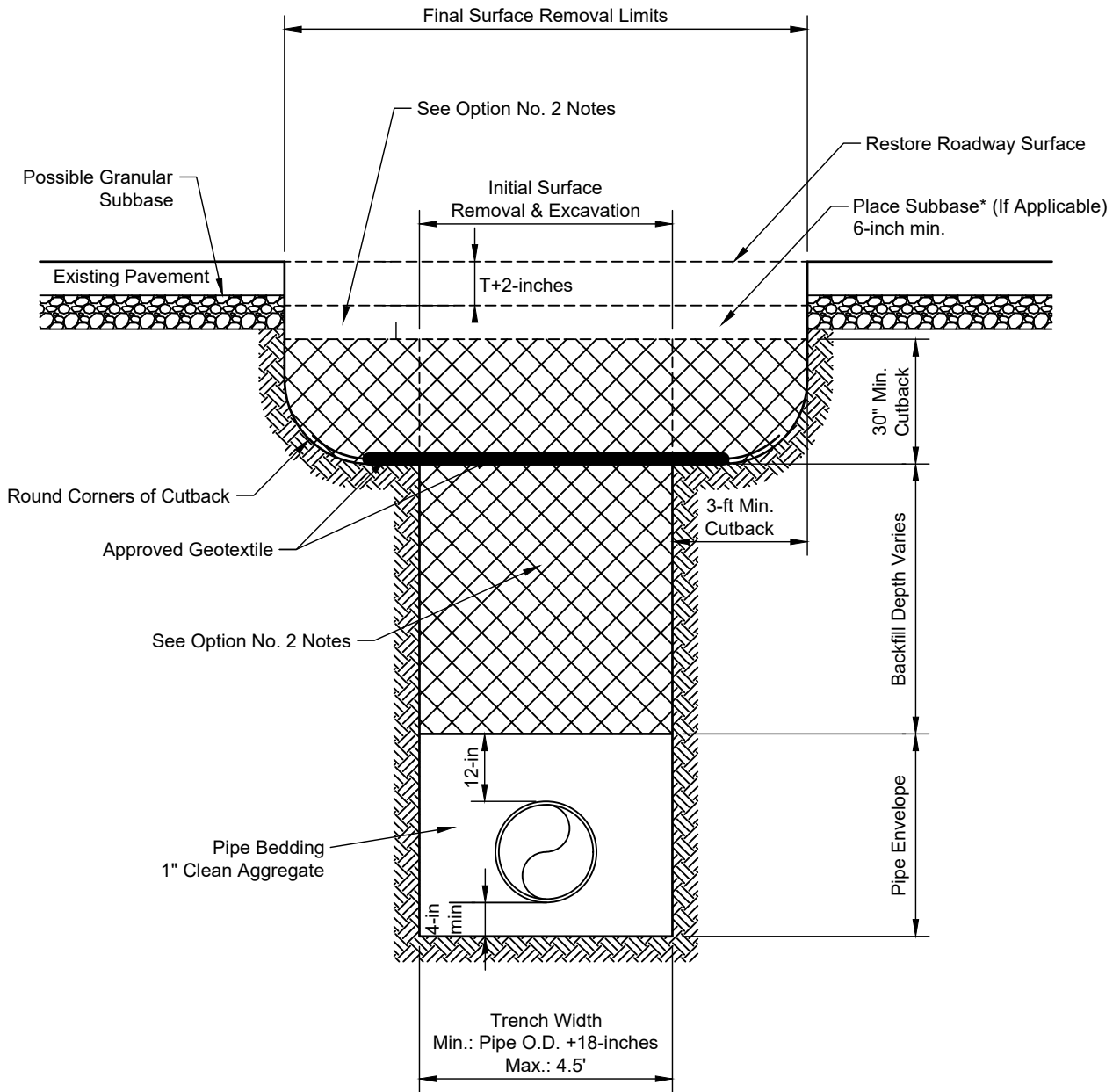
CEDAR RAPIDS PUBLIC WORKS DEPARTMENT

APPROVAL DATE: April 1, 2019

REVISED: March 1, 2022

UTILITY INSTALLATION IN PAVED ROADWAYS

**SHEET NO.
2 / 8**



If existing pavement has subbase place and compact same thickness (min. 6") of granular subbase (Iowa DOT Gradation No. 12a or 12b) or modified subbase (Iowa DOT Gradation No. 14) under new pavement.

If existing pavement does not have subbase place and compact backfill to bottom of new pavement.

- Backfill of trench and cutback shall be one of the following:
- Crushed rock conforming to Iowa DOT Gradation No. 11. Place and compact in 8-inch thick lifts.
 - Approved flowable mortar

Refer to Sheet 4-6 for typical pavement removal and replacement details.

OPTION No. 2 - CUTBACK TRENCH

NO SCALE

CEDAR RAPIDS PUBLIC WORKS DEPARTMENT

APPROVAL DATE: April 1, 2019

REVISED: March 1, 2022

UTILITY INSTALLATION IN PAVED ROADWAYS

**SHEET NO.
3 / 8**

APPROVAL DATE: April 1, 2019

REVISED: March 1, 2022

CEDAR RAPIDS PUBLIC WORKS DEPARTMENT

UTILITY INSTALLATION IN PAVED ROADWAYS

**SHEET NO.
4 / 8**

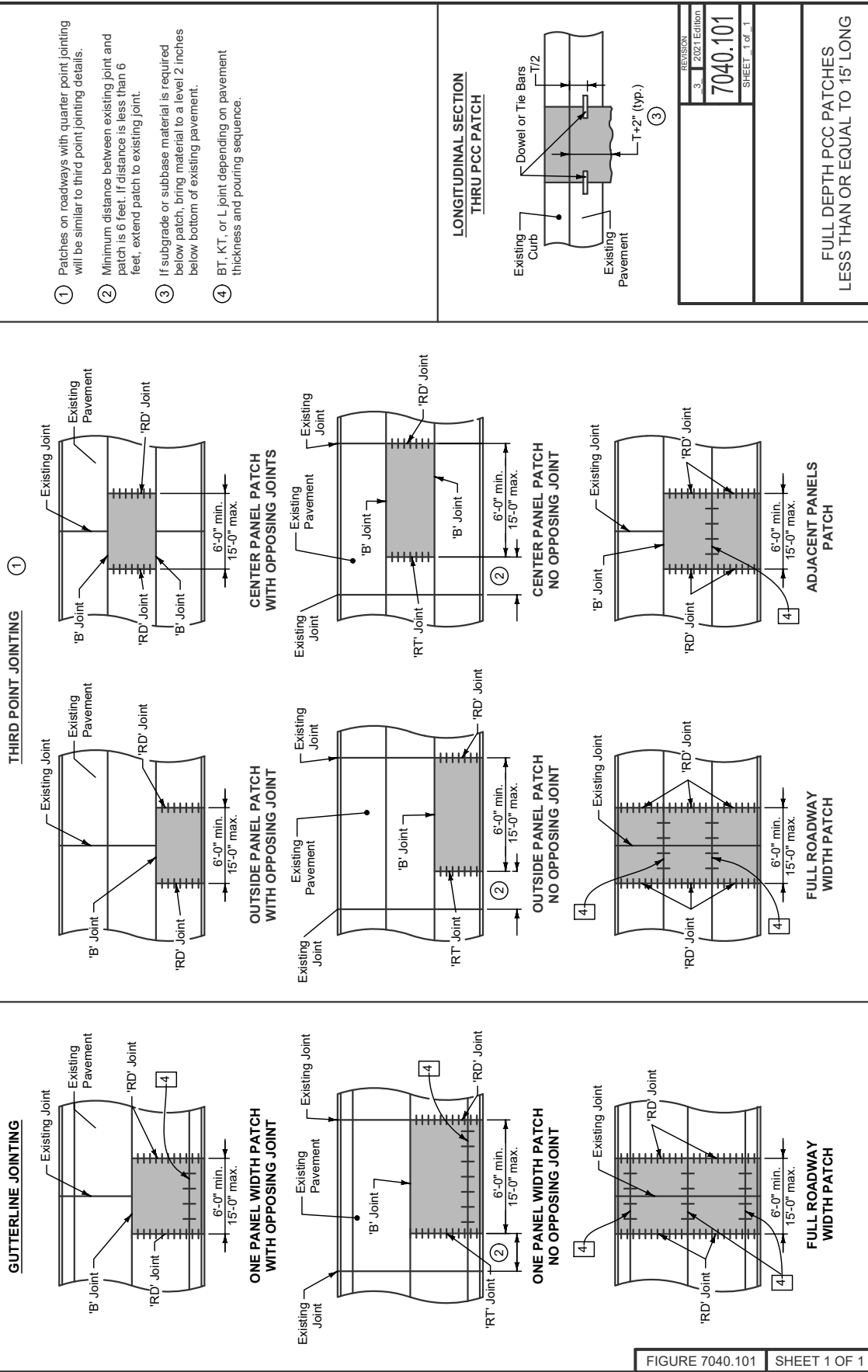
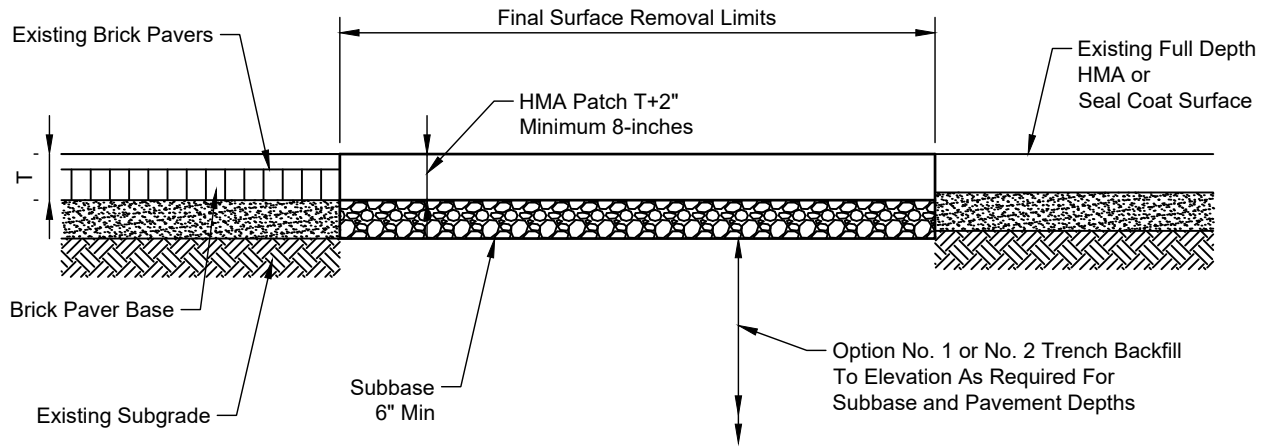


FIGURE 7040.101 SHEET 1 OF 1

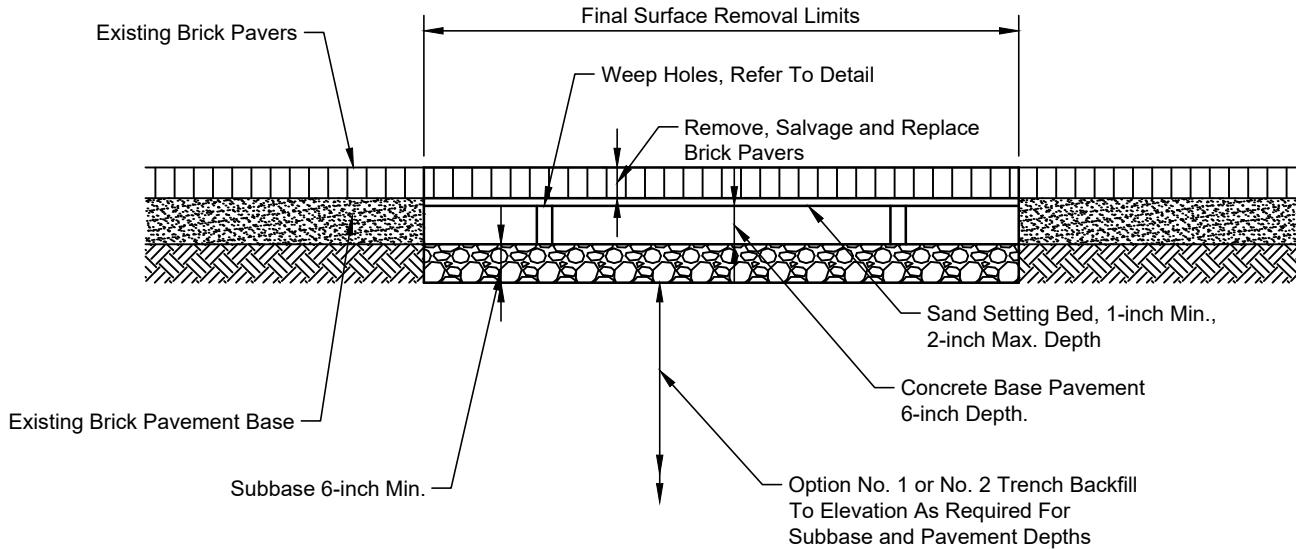


Place and compact granular subbase (Iowa DOT Gradation No. 12a or 12b) on modified subbase (Iowa DOT Gradation No. 14).

FULL DEPTH HMA REPAIR
(Applies for full depth HMA, sealcoat and/or overlaid brick pavements)
 NO SCALE

File Name: w:\standards\tools and utilities\drafting standards\csmc s1c details\cadd files\2200-050 utility installation rev.dwg

CEDAR RAPIDS PUBLIC WORKS DEPARTMENT	
APPROVAL DATE: April 1, 2019	UTILITY INSTALLATION IN PAVED ROADWAYS
REVISED: March 1, 2022	
	SHEET NO. 5 / 8



Place and compact granular subbase (Iowa DOT Gradation 12a or 12b) or modified subbase (Iowa DOT Gradation No. 14)

Full depth saw-cut at final surface removal limits or remove whole brick to nearest joint to surface removal limits. Exercise caution during brick removal to prevent damage to brick pavers.

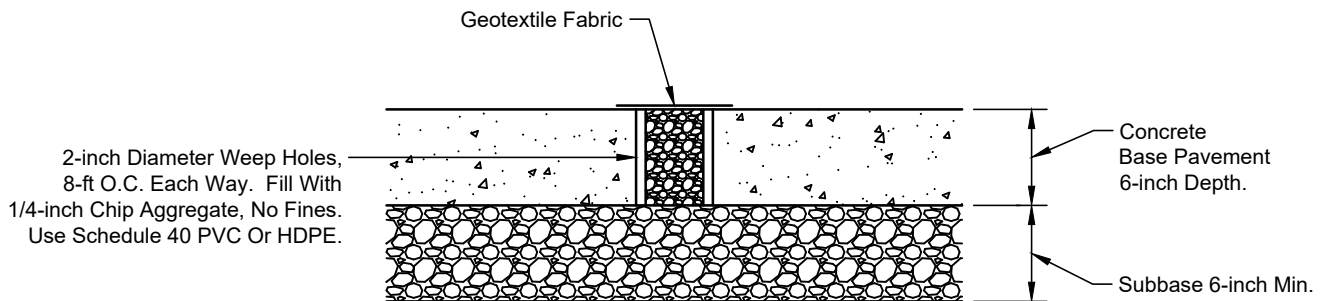
Establish subbase and base pavement elevations and depth of sand setting bed so that brick pavers when placed are flush with adjacent pavers.

Place bricks hand-tight in same pattern as existing adjacent brick pavers. Use only full and half brick unless otherwise approved.

After placing brick, sweep concrete sand over brick to fill gaps between pavers.

REPAIR OF BRICK PAVEMENT

NO SCALE



WEEP HOLE DETAIL

NO SCALE

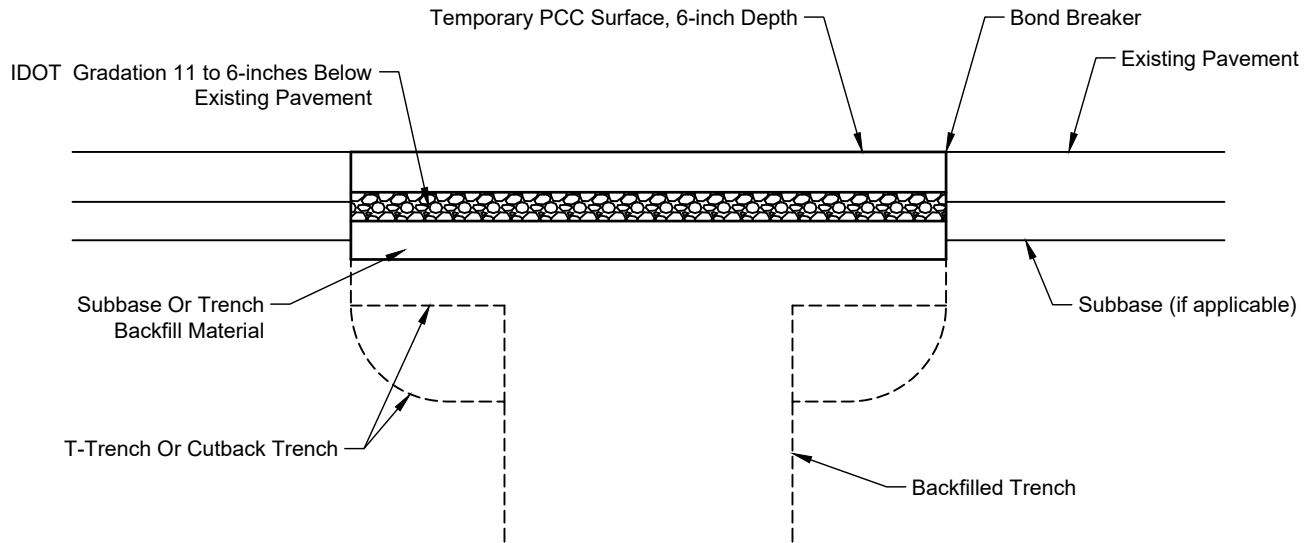
CEDAR RAPIDS PUBLIC WORKS DEPARTMENT

APPROVAL DATE: April 1, 2019

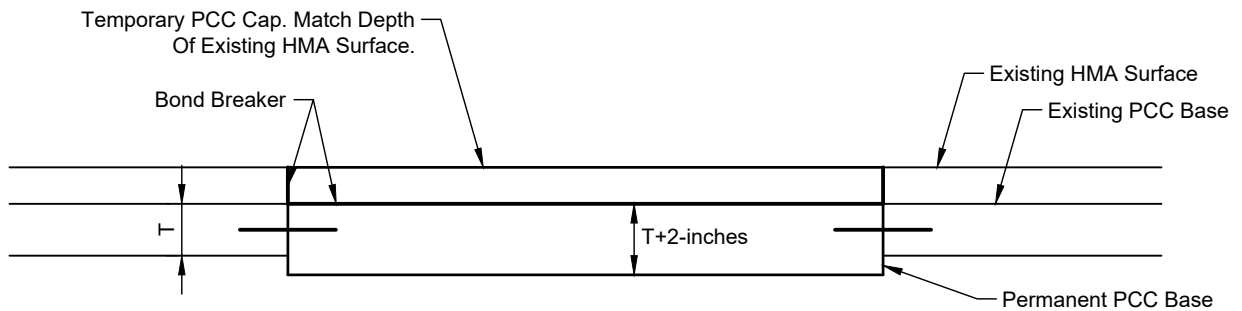
REVISED: March 1, 2022

UTILITY INSTALLATION IN PAVED ROADWAYS

**SHEET NO.
6 / 8**



ALTERNATIVE No. 1 - UNDOWELED PCC



Use of this option subject to Engineer approval. Use will be allowed only if weather and subgrade conditions permit trench backfill and compaction, preparation of subgrade and subbase, and construction of permanent PCC base in accordance with requirements of this detail. Permanent base will not be placed on frozen subgrade.

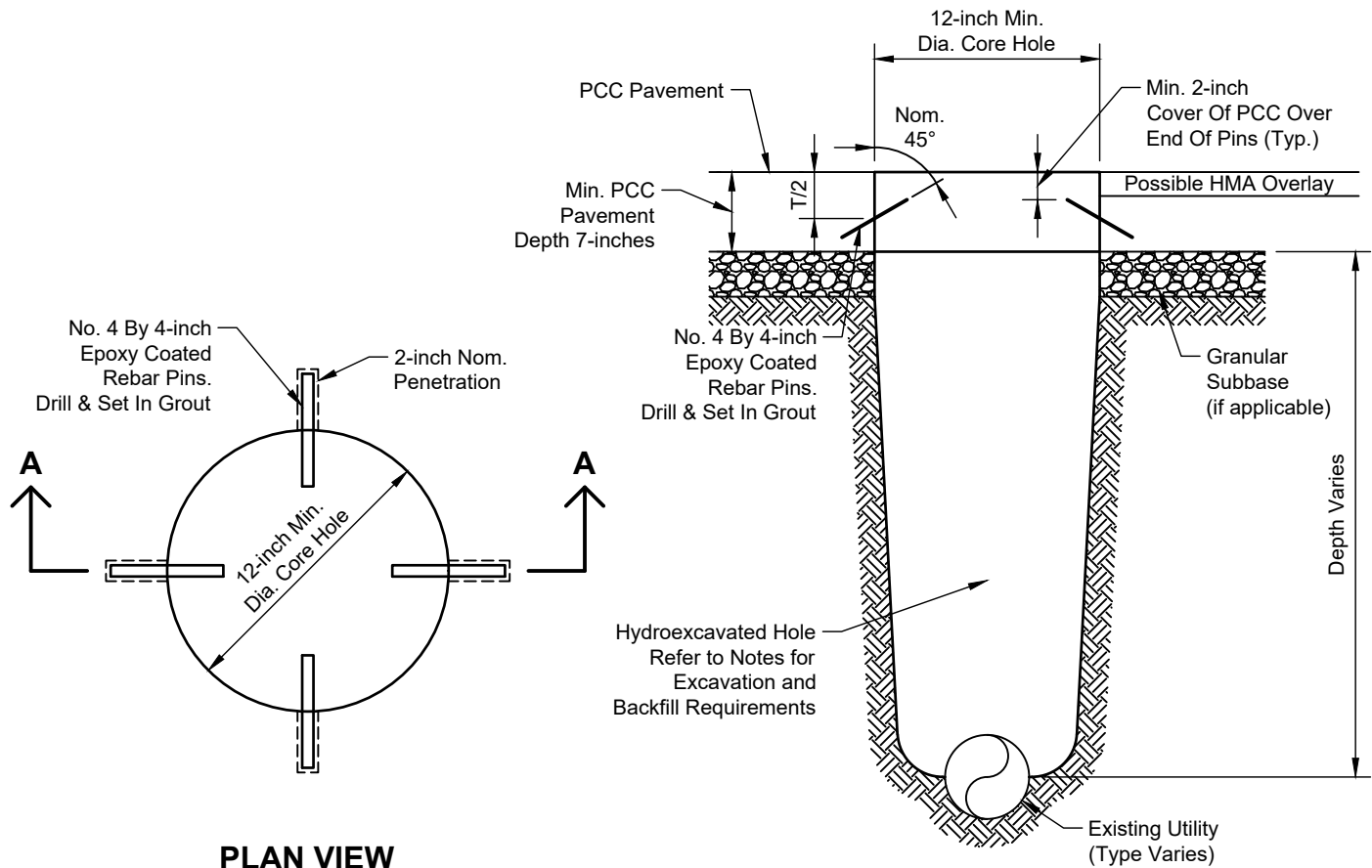
ALTERNATIVE No. 2 - TEMPORARY PCC CAP ON PERMANENT PCC BASE

APPROVED TEMPORARY SURFACE ALTERNATIVES

NO SCALE

File Name: w:\standards\tools and utilities\drafting standards\csm s to details\cadd files\2200-050 utility installation rev.dwg

CEDAR RAPIDS PUBLIC WORKS DEPARTMENT	
APPROVAL DATE: April 1, 2019	UTILITY INSTALLATION IN PAVED ROADWAYS
REVISED: March 1, 2022	
	SHEET NO. 7 / 8



PLAN VIEW

SECTION A-A

NOTES:

1. Obtain permit to work in City right-of-way prior to commencing work.
2. Minimize excavation size. Do not allow remaining pavement to be undermined. Notify inspector if undermining occurs.
3. Backfill excavation with crushed rock per IDOT Gradation 11. Place and compact in 12-inch maximum lifts to bottom of pavement. In lieu of crushed rock use approved flowable mortar per SUDAS 3010 2.06.
4. After setting rebar pins in PCC roadway surface or base pavement, place Class C or M concrete to match existing surface, including HMA overlay.
5. In full depth HMA pavements, sealcoat, and brick streets with HMA surface, fill core holes with HMA Standard Traffic Surface, 1/2-inch mix, PG 58-28S. Compact in 3-inch lifts. Match existing depth plus 2-inches.
6. Contact Engineering Division prior to cutting core holes in brick roadway surfaces to obtain location-specific restoration requirements.
7. If more than one core hole is made within a single panel, pavement repair shall be a minimum of 6' x 6' per page 4.

HYDROEXCAVATING CORE HOLE IN PCC ROADWAY

NO SCALE

CEDAR RAPIDS PUBLIC WORKS DEPARTMENT

APPROVAL DATE: April 1, 2019

REVISED: March 1, 2022

UTILITY INSTALLATION IN PAVED ROADWAYS

**SHEET NO.
8 / 8**



Boring Informational PDF

Description of Requirements:

- Submit this form within two weeks of completion of boring to:
 - o Email: sewer@cedar-rapids.org or
 - o City Services Center front counter, 500 15th Ave SW
- Once the form is received, the sewer division will clean all lines and notify contractor once cleaning is complete and lines are ready to be televised.
- Televising must be completed within 4 weeks of notification that the lines have been cleaned. Videos can be submitted to the CSC front counter or the City's FTP site.
 - o Videos must be good quality and have the permit number listed.

Information required:

Permit #

List all sanitary and storm sewer lines you will be televising. Please include starting manhole and ending manhole.

City Council Meeting
Prep. Date: 9/13/2023
Preparer: Jacob Oswald



Agenda Item: # 13
Agenda Date: 09/19/2023

Communication Page

Agenda Items Description: Sidewalk at Austin Smith Playground

Type of Action Requested: Motion

Attachments & Enclosures:

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

Synopsis:

To improve seating and access around the Austin Smith Playground

Background Information:

The Austin Smith Playground has seen visitors from across the region and improving the seating, as well as walkability to and from the playground have been identified as part of the next phase of improvement to the park space.

The Austin Strong Foundation has received funds for 5 memorial benches to be placed around the playground. Currently, we plan to move forward with installation of 5 concrete pads for installation of the benches. Three of the pads would be 8' x 6', with the remaining two benches 10' x 6' to allow space for a wheelchair. The location of the pads is highlighted in green in the image below.

The 2nd improvement identified is the walkability and access to and from the park and playground, highlighted in red. It is important to note that grant funding has been applied for to complete these improvements for two years and have not been awarded.

Two estimates were received for the project as a whole. Accent Concrete LLC submitted a low bid of \$10,550. Accent Concrete also pledges to donate at least 10% of the final bill for the Austin Strong sidewalk project, taking the total cost of the project down to \$9,495. City staff will complete the necessary dirt work and seeding following the completion of the project.

\$13,000 was budgeted for this sidewalk project within the Parks and Rec budget for FY24.

Staff Recommendation:

To approve bid and project to Accent Concrete LLC



ESTIMATE

ACCENT CONCRETE LLC

319-465-4715 / 319-480-4031

accentconcretellc@gmail.com

404 N. CHESTNUT ST.

MONTICELLO, IA, 52310

CUSTOMER: Monticello Parks
and Rec
JOB: Austin Strong walks
DATE: 9-14-23

Q	ITEM	PRICE	TOTAL
	Bench Pads:		
	Core sod and level areas to grade		
5 T	Fill allowance		
	Haul away excess dirt/ Sod		
144 sf	6' x 8' x 4" pads (3 total)		
	Rebar 3' O.C.		
	Labor, materials, machine time		\$850.00
	Austin Strong park walks include:		
	Core out sod and level areas to grade		
	Fill allowance (grading material)		
15 T	Haul away excess dirt/ sod		
	New sidewalk 440' x 6' x 4" thick- broom finish		
2100 sf	3 runs #4 rebar throughout		
	Labor, materials, machine time		\$9,700.00
	Dirt work and seeding (Optional)		\$325.00
	If our bid is accepted we pledge to donate at least 10% of the final bill for the Austin Strong sidewalk project.		

NOTES

Price includes all labor and materials. Estimate price is good for 30 days. An accepted estimate will lock the price in. Price is subject to change with any major material cost increase. This does not include cold weather additives or insulating. If yardage is under five yards (Bard Materials) an additional concrete trucking fee applies. Feel free to call, text or email with any questions. Thank you.

City Council Meeting
Prep. Date: 9/14/2023
Preparer: Sally Hinrichsen



Agenda Item: # 14-22
Agenda Date: 9/19/2023

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:

- 14. City Engineer
- 15. Mayor
- 16. City Administrator
- 17. Public Works Director
- 18. Police Chief
- 19. Water/Wastewater Superintendent
- 20. Park and Recreation Director
- 21. Library Director
- 22. City Clerk