

City of Monticello, Iowa

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Posted on November 30, 2023 at 5:00 p.m.

Monticello City Council Meeting December 4, 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
		Ambulance Director:	Lori Lynch
		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	November	20, 2023	,
Approval of Bill List			
Approval of Payroll	November	30, 2023	

Swearing-in of New Council Members to officially take office January 2, 2024

Public Hearings:

1. **Public Hearing** Public Hearing on proposed Lease Agreement and Shared Well Agreement pertaining to property at 14432 190th Street

2. **Resolution** approving Lease Agreement and Shared Well Agreement pertaining to property at 14432 190th Street

Tabled Items:

3. **Further consideration** of bids for the Wastewater Treatment Facility Improvements Project
4. **Resolution** awarding contract for the Wastewater Treatment Facility Improvements Project

Resolutions:

5. **Resolution** Designating City Depositories
6. **Resolution** Authorizing City Administrator Russell Farnum and Fire Chief Joe Bayne to work with Jones County Emergency Management Coordinator Brenda Leonard to apply for the Mitigation Project Grant providing funding to assist with the Backup Generator for the Fire Department
7. **Resolution** Authorizing the Police Department to purchase a police vehicle
8. **Resolution** Approving Plat of Survey to Parcel 2023-109 for Property located at intersection of Hardscrabble Road and Timber Road
9. **Resolution** Approving Revised Plats of Survey for Parcel 2023-89, 2023-90 and 2023-91 on the west side of State Highway 151 and just south of Route 38
10. **Resolution** Approving Plats of Survey to Parcel 2023-100, 2023-101, 2023-102 and 2023-103, for Property located on County Highway D62 west of 185th Ave
11. **Discussion and Possible Resolution** on Alliant Energy's proposed electric rate increase
12. **Resolution** Approving the hiring a Monticello Ambulance Part-Time Paramedic and setting wage

Motions:

13. **Discussion and possible Motion** on Lawn Mowing and Maintenance Services contract
14. **Discussion and possible Motion** on logo for South Water Tower

15. Discussion and possible Motion on sale of property behind 230 South Cedar Street (Danelle & Juneau Johnson)

Reports / Potential Actions:

- 16. City Engineer
- 17. Mayor
- 18. City Administrator
- 19. Police Chief
- 20. Water/Wastewater Superintendent
- 21. Park and Recreation Director
- 22. Library Director
- 23. Ambulance Director
- 24. City Clerk
- 25. Public Works Director

Executive Session:

26. Executive Session to discuss a real estate transaction pursuant to Iowa Code Section 21.5(1)(j)

27. 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: December 4, 2023 Council Meeting
Time: Dec 4, 2023 06:00 PM Central Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/87441305564>

Meeting ID: 874 4130 5564

One tap mobile

+13462487799,,87441305564# US (Houston)

+12532158782,,87441305564# US (Tacoma)

Dial by your location

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

Meeting ID: 874 4130 5564

Find your local number: <https://us02web.zoom.us/j/87441305564>

Regular Council Meeting
November 20, 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, Chris Lux, Tom Yeoman and Brenda Hanken. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Public Works Director Nick Kahler, Library Director Faith Brehm, Ambulance Director Lori Lynch, Water/Wastewater Superintendent Jim Tjaden and Police Chief Britt Smith. 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.

A Moment of Silence was observed in memory of Aaron McAtee.

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

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

Farnum announced that bids for the construction of the Wastewater Treatment Facility Improvement Project had been received on October 24, with four bids received. The low bidder was Bill Bruce Builders, Inc from Eldridge, Iowa with the amount of \$23,448,000. The other bids were: WRH, Inc from Amana - \$24,490,000; Tricon General Contractors from Dubuque - \$25,200,000; and Portzen Construction Inc from Dubuque - \$25,449,000. Langerman moved that the Council consider the aforementioned bids, Hanken seconded, roll call was unanimous. Farnum advised the City is waiting for the USDA to review the bids and authorize the City to move forward with the process, and officially accepting the bids. Langerman moved to table this item to December 4, 2023, at 6:00 p.m. at the Monticello Renaissance Center and will further consider such proposals at that time. Peach seconded. Roll call was unanimous.

Farnum advised on September 18th, Council directed City Administrator to purchase Mike First’s home at 14432 -190th Street, after the closed session. The purchase of this property is eligible for FAA funding at 90%, with a 10% local match. Yeoman moved to approve Resolution #2023-168 Approving purchase of home at 14432 190th Street and authorizing City Administrator to Close Real Estate Transaction, Peach seconded, roll call unanimous. Farnum advised there is a shared well with neighboring property owner Mike First. A part of the condition of purchasing is that First will own and maintain the well, and provide the water to the City at no cost, in exchange for First’s use of the 2-car detached garage at no cost. These terms require formal action by the City at the next Council meeting. Peach moved to approve Resolution #2023-169 Scheduling Public Hearing on proposed Lease Agreement and Shared Well Agreement pertaining to property at 14432 190th Street for December 4, 2023 at 6:00 p.m., Brighton seconded, roll call unanimous.

Farnum advised a condition of the USDA funding for the Wastewater Treatment Facility Improvements Project is that a resident inspector representing the City be on-site daily for supervision of construction. Since the construction timeframe was extended from 730 days to 915 days, the proposed amendment included \$49,300 lump-sum for the additional

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contract administration for amending and re-bidding the project and estimated \$150,000 for the additional on-site inspection time. Langerman moved to approve Resolution #2023-170 to approve Amendment to the Professional Services Agreement between City of Monticello and Snyder & Associates related to Wastewater Treatment Plant Facility, Brighton seconded, roll call unanimous.

Farnum advised Council directed staff to purchase portions of the Rowland Trust and the home on 190th Street for future airport use. These purchases are eligible for 90% reimbursement through FAA funding for airport improvements. However, the funds are not readily available and has to be drawn down in future years. A solution is to arrange an internal loan from other cash in City funds, to purchase the property with cash we have on hand, which will be paid back, with interest, by the FAA reimbursements. The expansion is in the airport's 5-year plan. Brighton moved to approve Resolution #2023-171 Approving internal loan from various City Funds to Capital Improvements fund, Hanken seconded, roll call unanimous.

Farnum reported in 2020 the US Congress passed post-COVID fiscal recovery funding through the State and Local Fiscal Recovery Funds Program (SLFRF). The funds must be allocated by December 31, 2024 and spent by December 31, 2026. Council originally earmarked the funds towards the wastewater treatment facility; however, USDA financing does not allow co-mingling of federal funding sources. To clear up the bookwork, it seems easiest to allocate the funds to some eligible projects and reimburse the general fund for those expenses. Peach moved to approve Resolution #2023-172 Approving American Rescue Plan Act (ARPA) Allocation, Hanken seconded, roll call unanimous.

Yeoman moved to approve Resolution #2023-173 Approving Purchase of "2023 GEHL ALT950 loader" from Kromminga Motors, Peach seconded, roll call unanimous.

Brighton moved to approve Resolution #2023-174 Scheduling Public Hearing on City of Monticello 2023/2024 Fiscal Year budget amendments for December 18, 2023 at 6:00 p.m., Hanken seconded, roll call unanimous.

Farnum updated Council on Chestnut Street Project and the Water Tower Repainting Project. Council needs to decide on the logo at the next meeting.

Farnum stated the Community suffered a tragedy on November 7th. He was thankful for the community support of the family. The Public Responders did an amazing job that day and thanked them for all they did.

Goedken questioned if the company taking down trees would be willing to take more down. Kahler will check with them.

Goedken stated with the election he would like department heads to be prepared to review budgets line by line

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Brehm stated the intern is doing a great job and they are working on Holiday on 1st activities.

Lynch reported having 49 calls, with 37 being treated. They received a Community Foundation Grant for \$1,600 for 2- children's restraints (like car seats) for the cots and 2-dopplers. MEMT will pay the difference of around \$400.

Hinrichsen advised finalizing paperwork for the bond issue and audit. Also filed the TIF certification with the County Auditor.

Kahler stated the leaf pickup in finished for the year. Leaf vac bearings went out and they will be replacing. Crack filling is completed. Dump Truck chassis is in at Henderson in Manchester getting the box installed and should have it by end of December.

Smith reported that the traffic light at Oak & Main Streets is having communication issues with the camera. General Traffic is working to fix the issue. DOT requires the traffic light, so can't remove it.

Smith reported that he ordered the squad car in November 2022 and it had a June 2023 delivery date. Now they are saying the earliest delivery date is May or June of 2024. He located a car at Carl's Chevrolet for \$6,000 less than the car he had ordered. Consensus of the council was to authorize Smith to order the car, with the formal resolution on the next agenda.

Peach moved; Yeoman 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.

Brighton moved; Peach seconded to return to open session. Roll call unanimous.

Brighton moved, Langerman seconded directing City Administrator to proceed with the purchase of Real Estate as discussed and directed during closed session. Roll call vote unanimous.

Langerman moved to adjourn the meeting at 7:14 P.M.

David Goedken, Mayor

Sally Hinrichsen, City Clerk/Treasurer

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
INFRASTRUCTURE TECHNOLOGY	PD COMPUTER SUPPORT FEES		84.10		
MICHAEL'S CLOTHING	PD SUPPLIES		20.00		

110	POLICE DEPARTMENT TOTAL		104.10		
AQUATIC CENTER					
INFRASTRUCTURE TECHNOLOGY	POOL OFFICE SUPPLIES		7.40		

440	AQUATIC CENTER TOTAL		7.40		
CLERK/CITY ADMIN					
MOLLI JENN HUNTER	JANITORIAL SERVICES		402.50		

620	CLERK/CITY ADMIN TOTAL		402.50		
CITY HALL/GENERAL BLDGS					
BAKER PAPER CO INC	CH BUILDING SUPPLIES		46.50		
FP MAILING SOLUTIONS	CH OFFICE SUPPLIES		245.35		
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK		260.20		
MONTICELLO CHAMBER OF COMMERCE	CH CONTRIBUTION		1,945.00		

650	CITY HALL/GENERAL BLDGS TOTAL		2,497.05		

001	GENERAL TOTAL		3,011.05		
MONTICELLO BERNDES CENTER					
PARKS					
MADISON GONZALEZ	MBC REC CONTRACT SERVICES		150.00		
SYDNEY NICOLE HAAS	MBC REC CONTRACT SERVICES		100.00		
BLAKE HARSEIM	MBC REC CONTRACT SERVICES		100.00		
MOLLI JENN HUNTER	JANITORIAL SERVICES		367.50		
MALARIE JEAN HUSEMAN	MBC REC CONTRACT SERVICES		150.00		
INFRASTRUCTURE TECHNOLOGY	MBC OFFICE SUPPLIES		107.70		
CHANCE MANTERNACH	MBC REC CONTRACT SERVICES		50.00		
PAYGE PYSZKA	MBC REC CONTRACT SERVICES		50.00		
BRADY SCHIESL	MBC REC CONTRACT SERVICES		75.00		
WELLS FARGO VENDOR FINANCIAL	2020 TOOLCAT PAYMENT		1,048.95		

430	PARKS TOTAL		2,199.15		

005	MONTICELLO BERNDES CENTER TOTAL		2,199.15		
FIRE					
FIRE					
FIRE SERVICE TRAINING BUREAU	FIRE TRAINING - JONES		200.00		
INFRASTRUCTURE TECHNOLOGY	FIRE COMPUTER SUPPORT FEES		9.00		
KLUESNER CONSTRUCTION, INC.	FIRE CRACK & JOINT SEALING		1,610.64		
MUNICIPAL EMERGENCY SERVICES	FIRE MINOR EQUIPMENT		1,030.00		
RADIO COMMUNICATIONS CO INC	FIRE RADIOS (2)		1,377.00		
ZOLL MEDICAL CORPORATION	FIRE SUPPLIES		84.00		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	150 FIRE TOTAL		4,310.64		
	015 FIRE TOTAL		4,310.64		
AMBULANCE					
AMBULANCE					
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES		301.29		
CR PHARMACY SERVICE INC	AMB MEDICAL SUPPLIES		185.00		
MASON HANSON	AMB MEDICAL SUPPLIES		50.39		
INFRASTRUCTURE TECHNOLOGY	AMB DATA PROCESSING		23.90		
JOHN DEERE FINANCIAL	AMB VEHICLE REPAIR/MAINT		23.98		
SUPERIOR APPLIANCE, INC.	AMB WASHING MACHINE REPAIRS		255.95		
	160 AMBULANCE TOTAL		840.51		
	016 AMBULANCE TOTAL		840.51		
LIBRARY IMPROVEMENT					
LIBRARY					
FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS		28.70		
	410 LIBRARY TOTAL		28.70		
	030 LIBRARY IMPROVEMENT TOTAL		28.70		
LIBRARY					
LIBRARY					
BAKER & TAYLOR BOOKS	LIB BOOKS		132.95		
MOLLI JENN HUNTER	JANITORIAL SERVICES		262.50		
MICRO MARKETING LLC	LIB BOOKS		80.99		
SUMNER PUBLIC LIBRARY	LIB BOOKS		25.00		
	410 LIBRARY TOTAL		501.44		
	041 LIBRARY TOTAL		501.44		
AIRPORT					
AIRPORT					
LYNCH DALLAS, P.C.			544.50-		
MONTECELLO AVIATION INC	AIRPORT MANAGER		2,333.33		
	280 AIRPORT TOTAL		1,788.83		
	046 AIRPORT TOTAL		1,788.83		
ROAD USE					

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
STREETS					
W.W. GRAINGER, INC	RU SUPPLIES		242.46		
INFRASTRUCTURE TECHNOLOGY	RU UTILITIES		9.90		
KLUESNER CONSTRUCTION, INC.	RU CRACK & JOINT SEALING		27,209.68		
KROMMINGA MOTORS INC	RU GEHL MINI HOE LEASE		530.00		
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT		77.62		

	210 STREETS TOTAL		28,069.66		

	110 ROAD USE TOTAL		28,069.66		
DEBT SERVICE					
DEBT SERVICE					
UMB BANK, N.A.	2023 GO DEBT BOND SETUP FEE		126.00		

	710 DEBT SERVICE TOTAL		126.00		
WATER					
UMB BANK, N.A.	2023 GO WATER BOND SETUP FEE		84.00		

	810 WATER TOTAL		84.00		

	200 DEBT SERVICE TOTAL		210.00		
TIF - DEBT					
DEBT SERVICE					
UMB BANK, N.A.	2023 GO TIF BOND SETUP FEE		90.00		

	710 DEBT SERVICE TOTAL		90.00		

	225 TIF - DEBT TOTAL		90.00		
CAPITAL IMPROVEMENT					
CAPITAL PROJECTS					
LYNCH DALLAS, P.C.	AIRPORT LAND/HOUSE		1,831.50		
PFM FINANCIAL ADVISORS LLC	CAP IMP BOND PRO FEES		16,854.96		

	750 CAPITAL PROJECTS TOTAL		18,686.46		

	332 CAPITAL IMPROVEMENT TOTAL		18,686.46		
WATER					
WATER					
HAWKINS WATER TREATMENT	WATER SYSTEM		519.20		
INFRASTRUCTURE TECHNOLOGY	WATER DATA PROCESSING		18.90		
IOWA ONE CALL	WATER SYSTEM		157.00		
JOHN DEERE FINANCIAL	WATER SUPPLIES		122.46		
MUNICIPAL SUPPLY INC	WATER SUPPLIES		992.40		
MARVIN RICKELS	OVERPAYMENT REFUND		15.00		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	810 WATER TOTAL		1,824.96		
	600 WATER TOTAL		1,824.96		
CUSTOMER DEPOSITS					
WATER					
MARY & ROBERT ALLEN	WATER DEPOSIT REFUND		48.57		
CITY OF MONTICELLO	ALLEN/MARY & ROBERT		746.34		
MILLCO MONTICELLO LLC	WATER DEPOSIT REFUND		55.09		
	810 WATER TOTAL		850.00		
	602 CUSTOMER DEPOSITS TOTAL		850.00		
SEWER					
SEWER					
FAREWAY STORES #840-1	SEWER LAB SUPPLIES		25.59		
INFRASTRUCTURE TECHNOLOGY	SEWER DATA PROCESSING		7.40		
IOWA ONE CALL	SEWER SYSTEM		157.00		
JOHN DEERE FINANCIAL	SEWER SUPPLIES		79.84		
	815 SEWER TOTAL		269.83		
	610 SEWER TOTAL		269.83		
SEWER CAPITAL IMPROVEMENT					
SEWER					
LYNCH DALLAS, P.C.	SEWER FACILITY IMPROVEMENTS		280.50		
SNYDER & ASSOCIATES, INC	SEWER FACILITY IMPROVEMENTS		3,063.94		
	815 SEWER TOTAL		3,344.44		
	613 SEWER CAPITAL IMPROVEMENT TOTAL		3,344.44		
SANITATION					
SANITATION					
REPUBLIC SERVICES	RESIDENTIAL GARBAGE		24,868.78		
	840 SANITATION TOTAL		24,868.78		
	670 SANITATION TOTAL		24,868.78		
	Accounts Payable Total		90,894.45		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND NAME	AMOUNT
001 GENERAL	3,011.05
005 MONTICELLO BERNDEN CENTER	2,199.15
015 FIRE	4,310.64
016 AMBULANCE	840.51
030 LIBRARY IMPROVEMENT	28.70
041 LIBRARY	501.44
046 AIRPORT	1,788.83
110 ROAD USE	28,069.66
200 DEBT SERVICE	210.00
225 TIF - DEBT	90.00
332 CAPITAL IMPROVEMENT	18,686.46
600 WATER	1,824.96
602 CUSTOMER DEPOSITS	850.00
610 SEWER	269.83
613 SEWER CAPITAL IMPROVEMENT	3,344.44
670 SANITATION	24,868.78

TOTAL FUNDS	90,894.45

PAYROLL - NOVEMBER 30, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	November 13 - 26, 2023				
Jamie Coleman	\$ 2,698.75	\$ 666.75	0.00	37.13	\$ 2,060.50
Mason Hanson	1,663.20	396.00	0.00	0.00	1,190.22
Jayna Koffron	1,808.80	16.80	0.00	0.00	1,369.46
Lori Lynch	3,173.85	-	0.00	0.00	2,115.41
Coletta Matson	2,745.60	633.60	0.00	36.00	1,777.86
Chloe Mogensen	198.00	-	0.00	0.00	170.55
Daniel Poirier	139.70	-	0.00	0.00	120.33
Reginald Welter	876.00	-	0.00	0.00	711.95
Curtis Wyman	2,281.50	456.30	0.00	178.50	1,586.72
TOTAL AMBULANCE	\$ 15,585.40	\$ 2,169.45	0.00	251.63	\$ 11,103.00
CEMETERY	November 13 - 26, 2023				
Sawyer Brokaw	\$ 255.00	\$ -	0.00	0.00	\$ 235.49
Dan McDonald	2,050.19	82.99	0.00	0.00	1,541.87
TOTAL CEMETERY	\$ 2,305.19	\$ 82.99	0.00	0.00	\$ 1,777.36
CITY HALL	November 13 - 26, 2023				
Cheryl Clark	\$ 2,092.00	\$ -	0.00	17.25	\$ 1,454.77
Russ Farnum	3,711.54	-	0.00	0.00	2,501.77
Sally Hinrichsen	3,044.31	-	0.00	0.00	1,845.79
Nanci Tuel	1,840.80	-	0.00	0.00	1,424.74
TOTAL CITY HALL	\$ 10,688.65	\$ -	0.00	17.25	\$ 7,227.07
LIBRARY	November 13 - 26, 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	1,476.00	-	0.00	0.00	1,045.13
TOTAL LIBRARY	\$ 4,399.20	\$ -	0.00	0.00	\$ 3,304.54
MBC	November 13 - 26, 2023				
Jacob Oswald	\$ 2,413.27	\$ -	0.00	0.00	\$ 1,820.93
TOTAL MBC	\$ 2,413.27	\$ -	0.00	0.00	\$ 1,820.93
POLICE	November 13 - 26, 2023				
Zach Buehler	\$ 385.32	\$ -	0.00	0.00	\$ 331.91
Dawn Graver	2,783.20	-	0.00	0.00	2,059.44
Erik Honda	3,108.68	-	0.00	24.00	2,306.24
Jordan Koos	2,859.36	-	0.00	0.00	1,932.71
Cole Millard	2,037.40	-	0.00	0.00	1,635.11
Britt Smith	3,393.62	-	0.00	0.00	2,503.59
Madonna Staner	1,679.20	-	0.00	0.00	1,291.09
Brian Tate	3,564.03	400.09	0.00	12.00	2,587.73
TOTAL POLICE	\$ 19,810.81	\$ 400.09	0.00	36.00	\$ 14,647.82
ROAD USE	November 13 - 26, 2023				
Zeb Bowser	\$ 2,107.88	\$ 180.68	3.00	3.25	\$ 1,590.45
Jacob Gravel	1,927.20	-	10.50	10.50	1,413.38
Nick Kahler	2,457.46	-	0.00	0.00	1,753.89
Jasper Scott	2,180.15	252.95	0.00	0.00	1,781.66

PAYROLL - NOVEMBER 30, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
TOTAL ROAD USE	\$ 8,672.69	\$ 433.63	13.50	13.75	\$ 6,539.38
SEWER	November 11 - 24, 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
WATER	November 11 - 24, 2023				
Scott Hagen	\$ 1,987.20	\$ -	6.00	10.00	\$ 1,563.63
Josh Willms	1,987.20	-	0.00	18.38	1,643.31
TOTAL WATER	\$ 3,974.40	\$ -	6.00	28.38	\$ 3,206.94
TOTAL - ALL DEPTS.	\$ 70,641.15	\$ 3,086.16	19.50	347.01	\$ 51,663.21

City Council Meeting
Prep. Date: 11/29/2023
Preparer: Russell Farnum



Agenda Item: #1 &2
Agenda Date: 12/04/2023

Communication Page

Agenda Items Description: Public Hearing and Resolution Approving Lease of Property and Shared Well Agreement for Property at 14432 190th Street

Type of Action Requested: Resolution

Attachments & Enclosures:

Draft Lease
Draft Shared Well Agreement

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

Synopsis: City is purchasing the home at 14432 190th Street. There is a shared well with the neighboring property owned by Mike First. A part of the condition of purchase is that First will own and maintain the well, and provide water to the City property at no cost, in exchange for First's use of the 2-car detached garage at no cost.

If the City does not need water, First will pay \$100 per month for the garage. If First no longer needs the garage, the City (presumably our tenant) will pay First \$100 per month for use of the water.

These terms require formal approval of a Lease and a Shared Well Agreement by the City, so that they will go into effect upon the City closing on the purchase. State Law requires holding a public hearing on the lease agreement prior to approval, and because the shared well agreement is tied to the lease, both are held together.

Recommendation: Hold the public hearing. Unless something is presented that concerns Council, approval of the Resolution to approve the Lease and Shared Well Agreement is recommended.

The City of Monticello, Iowa

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

RESOLUTION #

**Approving Lease Agreement between the
City of Monticello and Mike First
with regard to an accessory structure at 14432 190th Street**

WHEREAS, the City Council is purchasing property at 14432 190th Street, which contains a 2-car detached accessory structure and a shared well, and

WHEREAS, the City Council of the City of Monticello held a public hearing on a proposed lease agreement exceeding three years for a 2-car detached garage on property at 14432 190th Street, which coincides with a shared well agreement pertaining to the same property, and

WHEREAS, Mike First, the proposed Lessee, has provided terms and conditions found acceptable to the City, and

WHEREAS, The Council finds that entry into the lease agreement is appropriate and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the entry into the proposed five (5) year lease agreement between Mike First and the City of Monticello in conjunction with the shared well agreement on the same property, subject to final review and revisions if necessary by the City Attorney, and directs the Mayor to execute the Lease and the Shared Well Agreement on behalf of the City Council and further directs the City Administrator to obtain the signature of Mike First, as tenant.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 4th day of December, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



LEASE – RESIDENTIAL GARAGE SPACE

THIS LEASE, made and entered into this by and between City of Monticello, Iowa ("Landlord"), whose address, for the purpose of this lease, is 200 E. 1st Street, Monticello, IA 52310 and Michael L. First and Lisa M. First ("Tenant"), whose address for the purpose of this lease is 14242 190th Street, Monticello, IA 52310.

The parties agree as follows:

- 1. PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Jones County, Iowa:

Accessory Detached Garage located on the following described property, with necessary access across said following described property to access Garage:

LOT 2 of B & L ADDITION TO JONES COUNTY, IOWA (formerly a part of Parcel A) in the SW¹/₄ SE¹/₄ of SECTION 35, TOWNSHIP 86, NORTH, RANGE 3, West of the 5th P.M., as shown in the PLAT OF SURVEY recorded in PLAT BOOK R, PAGE 49 (and in Document No. 2015-3560) of the Jones County, Iowa records, containing 1.39 acres, inclusive of 0.26 acre public highway.

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term of five (5) years beginning on _____, and ending on _____, upon the condition that Tenant performs as provided in this lease.

The above referenced five (5) year term shall automatically renew for additional one (1) year terms absent written notice of termination from one party to the other at least ninety (90) days prior to the end of the then current term. The Parties acknowledge that it is contemplated that the periodic rental rate shall be revisited at our about the end of the initial five (5) year term.

- 2. RENT.** Tenant agrees to pay Landlord as rent \$100.00 per month, in advance commencing on _____, and on the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 5% per annum. The Parties agree, however, that so long as the Shared Well and Water Use Agreement, entered into by the Parties as a separate agreement, remains in place, where City agrees to pay First \$100.00 per month for water and well service to City Property, that First will not pay rent to City under this Agreement with First's obligation to pay rent being offset by City's obligation to pay for water and well service to City Property. At such time as City (Landlord herein) no longer has an obligation to pay for water or well service under the

aforementioned agreement, First shall be obligated to make regular monthly rental payments to Landlord consistent with the terms hereof.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.
4. **USE.** Tenant shall use the premises only for Storage of personal property of Tenant.
5. **CARE AND MAINTENANCE.**
 - A. Tenant takes the premises as is, except as herein provided.
 - B. Should the Garage, in the opinion of Tenant, need repairs, Tenant and Landlord will meet to discuss the repairs proposed as necessary, or desired. Landlord, in its sole discretion may decide whether or not to make any repairs to the Garage, or to allow Tenant at Tenant's expense to make any repairs to the Garage during any lease term. Should Landlord not agree to make requested repairs nor to allow Tenant to make requested repairs at Tenant's expense, Tenant may terminate this Lease Agreement upon thirty (30) days written notice to Landlord.
 - C. Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Tenant agrees to remove all snow and ice and other obstructions deemed necessary for the use and enjoyment of the premises by Tenant.
6. **UTILITIES AND SERVICES.** Tenant shall also pay for any and all utilities serving the garage. Tenant may decide which utilities are desired in the Tenant's sole discretion. **Landlord will not be furnishing or covering the expense of any utilities.** Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.
7. **SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.
8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord.
9. **INSURANCE.**
 - A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
 - B. **LIABILITY INSURANCE.** Tenant shall provide liability coverage for premises, whether under Tenant's homeowner's policy or other general liability insurance and shall provide proof of same to Landlord. This policy shall be endorsed to include the Landlord as an additional insured.

- 10. LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.
- 11. INDEMNITY** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
- 12. DAMAGE.** In the event of damage to the premises, so that Tenant is unable to use the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other **within thirty (30) days** after such notice; and both parties shall thereafter be released from all future obligations hereunder.
- 13. MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.
- 14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

- A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to use the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankrupt; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

- B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

- C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.
- 15. SIGNS.** Landlord, during the last sixty (60) days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.
- 16. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.
- 17. PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
- 18. CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
- 19. ADDITIONAL PROVISIONS.**
- a. To be effective and enforceable, this lease must be approved by the Monticello City Council after scheduling and holding a Public Hearing.

IN WITNESS WHEREOF we have hereunto affixed our hand this _____ day of _____, 2023.

By: _____
Michael L. First

By: _____
Lisa M. First

STATE OF IOWA)
) §
COUNTY OF JONES)

This instrument was acknowledged before me on this ___ day of _____, 2023, by Michael L. First and Lisa M. First, known to me to be the identical persons named herein, who swore and affirmed that they executed same voluntarily as an expression of their voluntary act and deed.

Notary Public in and for said State of Iowa

IN WITNESS WHEREOF I have hereunto affixed my hand this _____ day of _____, 2023.

By _____
_____, Mayor

STATE OF IOWA)
) §
COUNTY OF JONES)

This instrument was acknowledged before me on this ___ day of _____, 2023, by _____ and Sally Hinrichsen, Mayor and City Clerk, respectively, for the City of Monticello, Iowa, known to me to be the identical persons named herein, who swore and affirmed that they executed same at the direction and authority of the City Council as an expression of their voluntary act and deed and the voluntary act and deed of the City Council.

Notary Public, State of Iowa

Preparer: Doug Herman, Lynch Dallas, PC 526 Second Ave S.E. P.O. Box 2457, Cedar Rapids, IA 52406 Phone: 319.365.9101 Email: dherman@clynchdallas.com **Return To:** Same

Shared Well and Water Use Agreement

KNOW ALL BY THESE PRESENTS:

That the City of Monticello, Iowa (hereinafter referred to as “City”) owns property as described below (hereinafter referred to as “City Property”) on which is located a water well (hereinafter referred to as “Well”) that at the time of said purchase was subject of a Well Agreement, as amended, between the prior owner of City Property and Michael L. First and Lisa M. First (hereinafter referred to as “First”, being owners of the neighboring or adjacent property (hereinafter referred to as “First Property”) the intent of this agreement being to rescind the prior agreement and to replace it with the terms and conditions set forth herein. The City and the Firsts, hereafter jointly referred to as “Parties”)

The legal description of City Property on which the Well is located is as follows:

LOT 2 of B & L ADDITION TO JONES COUNTY, IOWA (formerly a part of Parcel A) in the SW¹/₄ SE¹/₄ of SECTION 35, TOWNSHIP 86, NORTH, RANGE 3, West of the 5th P.M., as shown in the PLAT OF SURVEY recorded in PLAT BOOK R, PAGE 49 (and in Document No. 2015-3560) of the Jones County, Iowa records, containing 1.39 acres, inclusive of 0.26 acre public highway.

The legal description of the First Property is as follows:

LOT 3 of B & L ADDITION TO JONES COUNTY, IOWA COMPRISED OF PARCEL A IN SECTION 35, TOWNSHIP 86, NORTH, RANGE 3 West of the 5th P.M., Jones County, Iowa

WHEREAS, the Parties agrees that a Well is located on City Property, (Hereinafter referred to as the “Well”), and

WHEREAS, the Parties agree that water is provided from the Well to both the City Property and the First Property, and

WHEREAS, The Parties agree that it is necessary and appropriate to enter into a Well and Water Use Agreement to make clear the rights and responsibilities of the Parties regarding the shared use of the Well, and

WHEREAS, The Parties agree that due to the changed circumstances tied to the recent purchase of City Property by the City of Monticello, that the “Joint Use Well and Water Agreement” dated August 9, 2019, filed of record on August 12, 2019 as Jones County Recorder Document #2019-2221 and amended as disclosed by the re-recorded “Joint Use Well and Water Agreement - Amended” dated September 20, 2019 and filed of record on October 11, 2019 as Jones County Recorded Document #2019-2807, should be rescinded and replaced with this Agreement.

NOW THEREFORE, in furtherance of the above and foregoing, the Parties do hereby agree as follows:

1. From the execution of this Agreement forward, First shall be the owner of the Well located on City Property.
2. City hereby grants First an easement across that portion of City Property for the installation, maintenance, repair and replacement of a water service line from the Well to the First Property. All expense of the First service line shall be the responsibility of First. Any damage caused by First to install, maintain, repair and replace the First service line shall be remedied by First at First’ expense, returning the property of City to as good a condition as existed prior to said activities. City agrees to not place any structures or to make any permanent plantings above any area needed by First to exercise the easement rights granted herein.
3. City shall be solely responsible for the installation, maintenance, repair and replacement of any water service lines from the Well serving the City Property at City expense.
4. The pressure tank, electric components and all necessary appurtenances, and electricity necessary to furnish to operate the Well and any related infrastructure to City and First Property shall be located and maintained on the First Property, and First shall be solely responsible for the care, maintenance, repair and replacement of the pressure tank.
5. City Property and First Property shall each be entitled to water from the Well upon and subject to the following terms and conditions:
 - a. All costs of construction, installation, repair, maintenance or treatment to the Well and any related infrastructure shall be the sole responsibility of First.
 - b. If the Well System fails at any point, and is deemed to be non-repairable, this Agreement shall automatically terminate.
 - i. Upon a determination that the Well System has failed, it shall be abandoned in accordance with then existing and applicable local and state regulations at the sole cost of First.
 - c. The Parties agree that neither Party shall be liable to the other for any failure to provide water from the Well to the other, absent reckless or intentional acts of a Party resulting in said failure, or negligent failure to maintain the Well and/or related infrastructure by First.

- d. The Parties further agree that neither is making any representation to the other regarding the quality of the water or safety of the water for drinking purposes. The Parties acknowledge their individual responsibility to take such steps deemed necessary and appropriate by each Party to determine the quality and safety of the Water produced by the Well. However, the Parties agree to not do anything that may negatively impair the safety and quality of the water being produced by the Well for consumption. The Parties further agree, that in the event of any action, accidental or otherwise of either Party, that may negatively impact the safety or quality of the Water, to notify the other Party and to have the Water tested at the expense of the Party causing or creating the need for the testing, with the results to be promptly obtained and shared with the other Party.
6. The Parties agree that neither Party shall have the right to assign any of their rights for the use of the water produced by the Well to any other entity or business not located on either City Property or First Property.
7. This Agreement shall be deemed to be a covenant running with the land and shall be binding upon the Parties, their successors in interest, heirs, and assigns.
8. This Agreement shall supersede and replace any prior or oral agreements regarding the Well, and related infrastructure.
9. The Parties agree that this Agreement will terminate upon the occurrence of one of the following events:
 - a. First drilling a well on First Property.
 - b. By Mutual Agreement of the Parties.
 - c. In accordance with Paragraph 5(b) above.
10. The Parties agree that all City obligations as set forth above, shall terminate and be of no further force and effect upon the City permanently choosing to no longer draw water from the Well. In that event, City will provide First at least thirty (30) days' prior notice of the intent of the City to terminate any and all future use of Water from the Well System. In the event of such cessation of use by City, the Parties agree as follows:
 - a. First will continue to have permanent access to the Well to draw water from the Well to serve the First Property.
 - b. First's rights shall terminate upon the failure of the Well. If the Parties cannot agree upon whether the Well System is non-repairable, after communication between the Parties with an effort made to reach mutual agreement, the decision on whether the Well System is non-repairable will rest solely within the discretion of City.
 - i. Upon a determination that the Well System has failed, it shall be abandoned in accordance with then existing and applicable local and state regulations at the sole cost of First.
11. **Consideration.** The Parties acknowledge, by the execution hereof, the receipt of adequate and valuable consideration from one another. City and First agree that City will pay First \$100.00 per month for water usage at City Property unless and until City terminates its' use of the Well, by informing First and disconnecting any service lines from the well to City Property, after which the City shall have no further obligation to pay the above-referenced monthly fee.

12. **Amendment, Modification and Waiver.** Changes, amendments, modifications, or waivers of any condition, provision, or term in this Agreement shall not be valid or of any effect unless made in writing, signed by Parties and/or their successors and assigns, and specifying with particularity the extent and nature of such amendment, modification, or waiver.
13. **Approval by the City.** This Agreement shall not be binding upon Grantor or Grantee until it has received the final approval and acceptance by Resolution of the Monticello City Council.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or discussions between the parties, which are merged herewith, with respect to the subject matter hereof.
15. **Governing Law / Jurisdiction.** This Agreement shall be governed by Iowa law with jurisdiction of any disputed claim resting with the Jones County District Court.
16. **Construction.** Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context. The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement. This Agreement shall be considered to have been jointly drafted by the Parties.
17. **Captions.** The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement.
18. **Acknowledgement.** The Parties, by signing this Agreement, acknowledge having carefully read the same, having had an opportunity to consult with counsel concerning the legal effect of this Agreement and its various terms and conditions, and have signed the Agreement voluntarily and without duress or coercion.

City and First do HEREBY COVENANT with the other that they hold the Property set forth herein by title in fee simple and that each have good and lawful authority to enter into this Agreement.

IN WITNESS WHEREOF I have hereunto affixed my hand this _____ day of _____, 2023.

By: _____
Michael L. First

By: _____
Lisa M. First

STATE OF IOWA)
) §
COUNTY OF JONES)

This instrument was acknowledged before me on this ___ day of _____, 2023, by Michael L. First and Lisa M. First, known to me to be the identical persons named herein, who swore and affirmed that they executed same voluntarily as an expression of their voluntary act and deed.

Notary Public in and for said State of Iowa

IN WITNESS WHEREOF I have hereunto affixed my hand this _____ day of _____, 2023.

By _____
_____, Mayor

STATE OF IOWA)
) §
COUNTY OF JONES)

This instrument was acknowledged before me on this ___ day of _____, 2023, by _____ and Sally Hinrichsen, Mayor and City Clerk, respectively, for the City of Monticello, Iowa, known to me to be the identical persons named herein, who swore and affirmed that they executed same at the direction and authority of the City Council as an expression of their voluntary act and deed and the voluntary act and deed of the City Council.

Notary Public, State of Iowa

City Council Meeting
Prep. Date: 11/29/2023
Preparer: Russell Farnum



Agenda Item: # 3 &4
Agenda Date: 12/04/2023

Communication Page

Agenda Items Description: WWTF Bids

Type of Action Requested: Adjourn to December 18 City Council Meeting

Attachments & Enclosures:

Proceedings

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

Synopsis: City cannot award the bid prior to USDA concurrence. Since the USDA is updating the underwriting for the whole project, we are on their timeframe. It is City understanding that the USDA review committee is meeting sometime the week of December 4-8.

For that reason, this item must again be tabled to the December 18 City Council meeting.

MINUTES OF MEETING TO CONSIDER
BIDS AND ADJOURN ACTION

435926-33 (L)

Monticello, Iowa

December 4, 2023

The City Council of the City of Monticello, Iowa, met at 6:00 p.m., on December 4, 2023, at the Community Media Center, Monticello, Iowa, pursuant to adjournment and the rules of this Council. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

The Council further considered proposals received on October 24, 2023 for the proposed Wastewater Treatment Facility Improvements Project.

It was moved by Council Member _____ and seconded by Council Member _____ that this meeting be adjourned to _____, 202__, at _____ o'clock ____m., at the _____, Monticello, Iowa, at which time and place the City Council will meet to further consider such proposals.

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 said motion duly carried and the meeting was adjourned to the said time and place.

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, hereby certify that the attached is a true, correct and complete transcript of the proceedings had and action taken by the City Council up to the present time in connection with the Wastewater Treatment Facility Improvements Project.

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk

City Council Meeting
 Prep. Date: 11/22/2023
 Preparer: Sally Hinrichsen



Agenda Item: #5
 Agenda Date: 12/04/2023

Communication Page

Agenda Items Description: Resolution Designating City Depositories

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

Attachments & Enclosures:

resolution

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Designating banks City Treasurer is authorized to deposit City funds into.

Background Information:

By State Code the City is required to designate the City Depositories

The proposed resolution will result in designating the City Depositories and maximum amount allowed in each depository.

Staff Recommendation: Staff recommends that the Council adopt the proposed resolution designating the City Depositories, as provided by the Iowa Code.

Iowa Code 12C.4 Location of depositories

Deposits by the treasurer of state shall be in depositories located in this state; by a county officer or county public hospital officer or merged area hospital officer, in depositories located in the county or in an adjoining county within this state; by a memorial hospital treasurer, in a depository located within this state which shall be selected by the memorial hospital treasurer and approved by the memorial hospital commission; **by a city treasurer or other city financial officer, in depositories located in the county in which the city is located or in an adjoining county**, but if there is no depository in the county in which the city is located or in an adjoining county then in any other depository located in this state which shall be selected as a depository by the city council; by a school treasurer or by a school secretary in a depository within this state which shall be selected by the board of directors or the trustees of the school district; by a township clerk in a depository located within this state

which shall be selected by the township clerk and approved by the trustees of the township. However, deposits may be made in depositories outside of Iowa for the purpose of paying principal and interest on bonded indebtedness of any municipality when the deposit is made not more than ten days before the date the principal or interest becomes due. Further, the treasurer of state may maintain an account or accounts outside the state of Iowa for the purpose of providing custodial services for the state and state retirement fund accounts. Deposits made for the purpose of completing an electronic financial transaction pursuant to section 8B.32 or 331.427 may be made in any depository located in this state.

The City of Monticello, Iowa

RESOLUTION

Designating City Depositories

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

WHEREAS, The Monticello City Council is required by the State of Iowa to designate City depositories and the maximum amounts for each depository; and

WHEREAS, The city staff recommends the following depositories and amounts be set:

Name of Depository: And Location	Maximum Deposit In Effect Under Prior Resolution:	Maximum Deposit This Resolution:
Citizens State Bank 117 W 1 st St, Monticello, IA	\$ 6,500,000.00	\$15,000,000.00
Ohnward Bank & Trust 305 S Main St, Monticello, IA	\$10,000,000.00	\$20,000,000.00
F & M Bank 111 E 1 st St, Monticello, IA	\$10,000,000.00	\$15,000,000.00
Fidelity Bank & Trust 216 W 1 st St, Monticello, IA	\$ 6,500,000.00	\$ 6,500,000.00
DuTrac Community Credit Union 337 S Main St, Monticello, IA	\$ 250,000.00	\$ 250,000.00

NOW THEREFORE, BE IT RESOLVED that this City Council of Monticello, Iowa does hereby approve the Depositories and Amounts effective December 4, 2023.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 4th day of December 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 11/24/2023
Preparer: Sally Hinrichsen



Agenda Item: #6
Agenda Date: 12/04/2023

Communication Page

Agenda Items Description: **Resolution** Authorizing City Administrator Russell Farnum and Fire Chief Joe Bayne to work with Jones County Emergency Management Coordinator Brenda Leonard to apply for the Mitigation Project Grant providing funding to assist with the Backup Generator for the Fire Department

Attachments & Enclosures:
resolution

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

Synopsis: authorizing City Administrator and Fire Chief to work with Jones County Emergency Management Coordinator Brenda Leonard to apply for the Mitigation Project Grant.

Background Information:

Iowa Department of Homeland Security and Emergency Mitigation has money for infrastructure and acquisition/demolition project under its Hazard Mitigation Grant Program. The program provides FEMA hazard mitigation grants at 75% matched by Iowa grant money at an additional 10%. Consequently, the local (Monticello) funded match is 15%, which can be either cash or in-kind contributions.

Jones County Emergency Management Coordinator Brenda Leonard has offered to assist City to apply for the Mitigation Project Grant, when funds become available.

The proposed resolution will result in authorizing City Staff to work with Jones County Emergency Management Coordinator Brenda Leonard to apply for the Mitigation Project Grant.

Staff Recommendation: Staff recommends that the Council adopt the proposed resolution designating the City Depositories, as provided by the Iowa Code.

The City of Monticello, Iowa

RESOLUTION

Authorizing City Administrator Russell Farnum and Fire Chief Joe Bayne to work with Jones County Emergency Management Coordinator Brenda Leonard to apply for the Mitigation Project Grant providing funding to assist with the Backup Generator for the Fire Department

WHEREAS, the Iowa Department of Homeland Security and Emergency Mitigation has money for infrastructure and acquisition/demolition project under its Hazard Mitigation Grant Program. The program provides FEMA hazard mitigation grants at 75% matched by Iowa grant money at an additional 10%. Consequently, the local (Monticello) funded match is 15%, which can be either cash or in-kind contributions, and

WHEREAS, Jones County Emergency Management Coordinator Brenda Leonard has offered to assist in the grant application process to provide funding to assist with the Backup Generator for the Fire Department, and

WHEREAS, City Council finds recognizes that there will be many documents that will need to be signed on behalf in relation to the Hazard Mitigation Grant Program and finds that the City Administrator should be given authorization to sign and/or execute said documents moving forward so as to not cause unnecessary delays in the process and acknowledging that the forms are all tied to the Grant Application and intended funding to assist with the Backup Generator for the Fire Department.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby authorize the City Administrator to sign and/or execute all documents associated with the Hazard Mitigation Grant Program tied to the Grant Application and intended funding to assist with the Backup Generator for the Fire Department, for the City of Monticello without further action of the City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 4th day of December, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 11/30/2023
Preparer: Britt Smith



Agenda Item: # 7
Agenda Date: 12/4/2023

Communication Page

Agenda Items Description: Resolution to approve the purchase of a new Police Vehicle.

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

Attachments & Enclosures:

Invoice

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Resolution to allow the Police Chief to order a new patrol vehicle scheduled to be purchased in July of 2023

Background Information: The Police Department was eligible to purchase a new patrol vehicle during the 2023/24 Fiscal year. The lead time from ordering and delivery was quoted as approximately 8 months. I had spoken with Brad Freese back in July of 2022 who suggested that any vehicles expected to be received by July of 2023 should be ordered by November of 2022 in order to receive them by July 2023. Currently the Police Department maintains a vehicle set-a-side account that with the FY '23 and FY '24 transfers would have enough to cover the cost of the purchase of the new patrol vehicle with a total of \$45,120. I contacted Brad on October 10th to obtain price and order specifics and was told he was no longer able to order a vehicle for us, however forgot to inform me. I contacted the dealership, Stiver's Ford in Waukee who holds the state bid contract who advised they have multiple units on order that would be available on or just before July 2023. The purchase price for a new Ford Interceptor SUV is \$45,495. By July of 2023 the vehicle had yet to be delivered to the dealership. By October, we were told that Ford intends to fulfill the orders it had received and that it may be expected by the end of 2023. In November, Ford UAW went on strike, further delaying production. At this point we were again informed that Ford would continue production on all orders for gas model Ford Interceptors, however, our model was the Hybrid option which production was going to be pushed to the next model year and to expect production in April/June of 2024. The department would value the ability to acquire a new patrol vehicle as the unit being taken out of service is a 2017 with 135,000 miles. Additionally, we will be sending an officer to the Iowa Law Enforcement Academy beginning in January and the need to acquire transportation for him will be necessary. In an effort to find a patrol vehicle with instant availability, I contacted Karl Chevrolet in Des Moines, who currently holds the state bid contract for Chevrolet patrol vehicles. Karl Chevrolet had one new Chevrolet Tahoe that was not purchased with a price of \$40,880. With Council approval at the November 20th, Council Meeting, I proceeded with the purchase of the vehicle. We have since received the vehicle and are seeking authorization to issue payment. The vehicle equipment has been

acquired and we will be delivering it to the vehicle upfitter for installation in the next week with the intentions of having the vehicle ready for service by the end of 2023.

Staff Recommendation: I recommend that the Council approve payment in the amount of \$40,880 to Karl Chevrolet.

The City of Monticello, Iowa

RESOLUTION

Authorizing the Police Department to purchase a police vehicle

WHEREAS, The Monticello Police Department has a rotation to replace vehicles in the Department, and

WHEREAS, The City Council adopted Resolution 2022-126 on October 24, 2022 authorizing Police Chief Britt Smith to order a patrol vehicle from Stiver's Ford in Waukee, Iowa, who held the State bid contract. They had multiple units on order that Stiver advised would be available on or just before July 2023, with a purchase price for a new hybrid vehicle was \$45,496, and

WHEREAS, Stiver's Ford in Waukee, Iowa has advised Police Chief Britt Smith that the earliest delivery date will now be May or June in 2024, and

WHEREAS, Police Chief Britt Smith located a patrol vehicle at Karl's Chevrolet in Ankeny, Iowa for \$40,880. This vehicle is not a hybrid., and

WHEREAS, The Police Chief will cancel the order with Stiver's Ford in Waukee, Iowa for the hybrid vehicle in the amount of \$42,358 and purchase the patrol vehicle from Karl's Chevrolet in Ankeny, Iowa in the amount of \$40,880, and

WHEREAS, The City maintains an Equipment Set-a-Side, that the Council approves to transfer funds each year for the purchase of a new police vehicle. With the Fiscal Year 2023 transfer and the proposed Fiscal Year 2024 transfer, there would be enough to purchase the vehicle from the set-a-side funds, and

NOW THEREFORE, BE IT RESOLVED that the Council has reviewed the proposed vehicle request and does hereby approve of the Police Chief to work with Karl's Chevrolet and to cancel the order with Stiver's Ford for a new patrol vehicle.

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 4th day of December, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 11/29/2023
Preparer: Russell Farnum



Agenda Item: # 8
Agenda Date: 12/04/2023

Communication Page

Agenda Items Description: Approve Plat of Parcel 2023-109

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution
Plat

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

Synopsis: Evalena Lang owns a farm northwest of Monticello on Hardscrabble Road near the north end of Timber Road. This plat would separate out the farmstead from the cropland. This will have no impact on the future growth or development of Monticello.

The plat that accompanies this packet is a bit different from that in the P&Z packet as the surveyor has revised the plat to include all of the buildings with the farmstead. This revision was outlined at the P&Z meeting.

Recommendation: The Planning and Zoning Board reviewed this plat at their meeting of November 28, 2023 and recommended approval by a vote of 4-0. Approval is recommended.

The City of Monticello, Iowa

RESOLUTION

Approving Plat of Survey to Parcel 2023-109 for Property located at intersection of Hardscrabble Road and Timber Road

WHEREAS, The Plat of Survey to Parcel 2023-109 has been presented to the City Council for approval, same being located within the two-mile jurisdiction of the City limits of the City of Monticello, and

WHEREAS, The Plat of Survey to Parcel 2023-109 was created to separate the farmstead from the farm for Evalena Lang, and

WHEREAS, The City Planning and Zoning Board has reviewed the Plat of Survey to Parcel 2023-109 and recommends that it be approved, and

WHEREAS, The City Council finds that the Plat of Survey to Parcel 2023-109 should be approved, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Plat of Survey to Parcel 2023-109.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 4th day of December, 2023.

David Goedken, Mayor

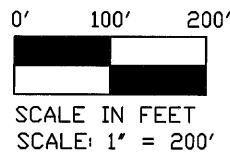
Attest:

Sally Hinrichsen, City Clerk/Treasurer

PREPARED BY: MICHAEL J. WEBER, WEBER SURVEYING, LLC, 26789 46TH AVE, BERNARD, IA 52032 (563) 879-4173

Index Legend
 Location: Parcel 2023-109, NW-NE, Sec. 17, T86N R3W
 Requestor: Cory D. Recker
 Proprietor: Evalena L. Lang
 Surveyor: Michael J. Weber
 Surveyor Company: Weber Surveying, LLC
 & Return To: 26789 46th AVE, Bernard, IA 52032
 mjweber1@bernardtel.com 563-590-4993

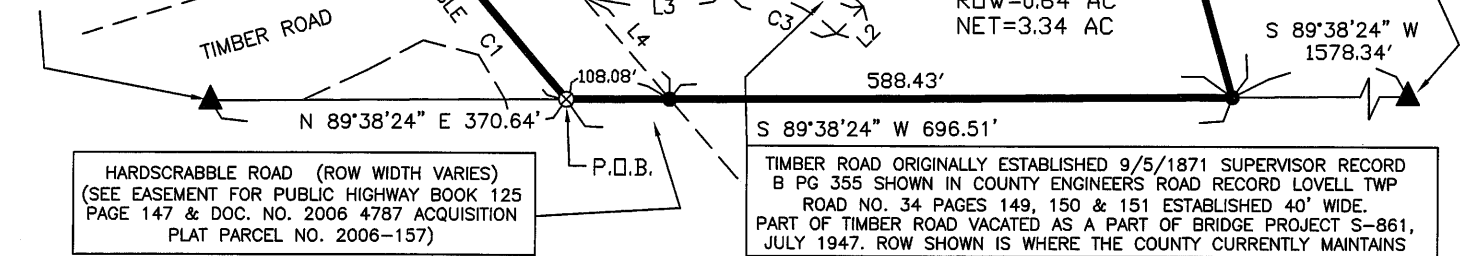
PLAT of SURVEY of PARCEL 2023-109
 in Section 17, T86N R3W of the 5th P.M. in
 Jones County, Iowa



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	7639.49'	184.68'	184.68'	N 40°02'38" W
C2	195.00'	159.66'	155.23'	S 69°02'45" E
C3	155.00'	126.91'	123.39'	N 69°02'45" W

LINE	BEARING	DISTANCE
L1	N 60°53'17" E	110.48'
L2	S 44°24'34" W	40.00'
L3	S 87°29'56" W	151.58'
L4	S 40°58'15" E	141.09'

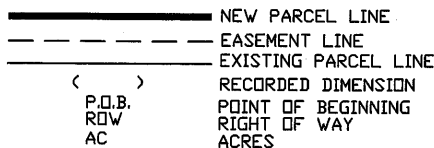
SW COR., NW-NE, SEC. 17, T86N R3W OF THE 5TH P.M. FOUND 5/8" DIA. REROD W/DRANGE CAP NO. 14807 PER SEC. COR. CERT. DOC. NO. 2006 4202



HARDSCRABBLE ROAD (ROW WIDTH VARIES) (SEE EASEMENT FOR PUBLIC HIGHWAY BOOK 125 PAGE 147 & DOC. NO. 2006 4787 ACQUISITION PLAT PARCEL NO. 2006-157)

TIMBER ROAD ORIGINALLY ESTABLISHED 9/5/1871 SUPERVISOR RECORD B PG 355 SHOWN IN COUNTY ENGINEERS ROAD RECORD LOVELL TWP ROAD NO. 34 PAGES 149, 150 & 151 ESTABLISHED 40' WIDE. PART OF TIMBER ROAD VACATED AS A PART OF BRIDGE PROJECT S-861, JULY 1947. ROW SHOWN IS WHERE THE COUNTY CURRENTLY MAINTAINS

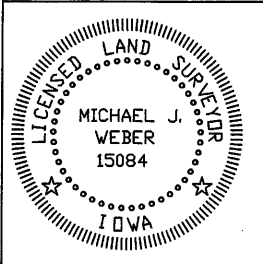
- NOTES:**
1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
 2. THIS PLAT IS SUBJECT TO RIGHT OF WAY AND EASEMENTS OF RECORD AND NOT OF RECORD.



- ▲ UNITED STATES PUBLIC LAND CORNER DESCRIPTION AS NOTED
- PLACED 5/8" DIA. REROD W/DRANGE CAP NO. 15084
- ⊗ PLACED MAG NAIL IN PAVEMENT

DESCRIPTION:

Parcel 2023-109, being part of the NW 1/4 of the NE 1/4, Section 17, T86N R3W of the 5th P.M. in Jones County, Iowa, more particularly described as follows: Commencing at the SW corner of the NW 1/4 of the NE 1/4 of the said Section 17; thence N 89°38'24" E (assumed bearing), 370.64' along the South line of the said NW 1/4 of the NE 1/4 to the point of beginning being the centerline of Hardscrabble Road; thence along said centerline being a curve turning to the right with an arc length of 184.68', with a radius of 7639.49', with a chord bearing of N 40°02'38" W, with a chord length of 184.68'; thence N 87°29'56" E, 347.95'; thence N 49°06'04" E, 333.22'; thence N 60°53'17" E, 110.48'; thence S 15°42'40" E, 440.57' to the South line of the said NW 1/4 of the NE 1/4; thence S 89°38'24" W, 696.51' along said South line to the point of beginning, containing 3.98 acres and subject to easements of record and not of record.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Michael J. Weber November 16, 2023
 MICHAEL J. WEBER (DATE)
 LICENSE NUMBER 15084
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

SHEETS COVERED BY THIS SEAL : SHEET NO. 1

WEBER SURVEYING, LLC
 26789 46TH AVE
 BERNARD, IA 52032
 PH: (563) 879-4173
 FAX: (563) 879-4199

DRAWN BY: MJW
 SURVEY DATE: 11/16/23
 DWG: 23135

SHEET 1 OF 1

City Council Meeting
Prep. Date: 11/29/2023
Preparer: Russell Farnum



Agenda Item: #9
Agenda Date: 12/04/2023

Communication Page

Agenda Items Description: Approval of Revised Plat of Parcels 2023-89, -90 and -91 (Rowland Trust/Monticello School District)

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution
Plat

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

Synopsis: After surveying and abstract work, it was discovered that a thin sliver of land was included in the property the School District is purchasing from the Rowland Trust, but that sliver extends north between two existing homes and the 4-lane ROW of Highway 151. The sliver is a long, thin triangle starts at only 15 feet wide and extends northerly to a single point.

Rather than purchase that sliver of land, the School District and Rowland Trust are working to deed appropriate portions to the adjacent homeowners. That deed will be accompanied by an affidavit assuring that the sliver of land will permanently be part of each respective property.

This plat creates the two parcels that will be deeded to each homeowner (Johnson and Ruden). Doug Herman is providing the affidavits that will be recorded with the deeds.

Recommendation: The Planning and Zoning Board reviewed this plat at their meeting of November 28, 2023 and recommended approval by a vote of 4-0. Approval is recommended.

The City of Monticello, Iowa

RESOLUTION

Approving Revised Plat of Survey to Parcel 2023-89, Parcel 2023-90 and Parcel 2023-91 on west side of US Highway 151 and South of State Highway 38

WHEREAS, The Plat of Survey to Parcel 2023-89, Parcel 2023-90 and Parcel 2023-91 has been presented to the City Council for approval, same being located within the City Limits of the City of Monticello, and

WHEREAS, The Plat of Survey was enabling School to quit-claim deeds to some property to adjoining property owners, and

WHEREAS, The City Planning and Zoning Board has reviewed the Plats of Survey and recommends that it be approved, and

WHEREAS, The City Council finds that the Plats of Survey to Parcels 2023-89, Parcel 2023-90 and Parcel 2023-91 should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Plat of Survey to Parcel 2023-89, Parcel 2023-90 and Parcel 2023-91.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 4th day of December, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

Index Legend

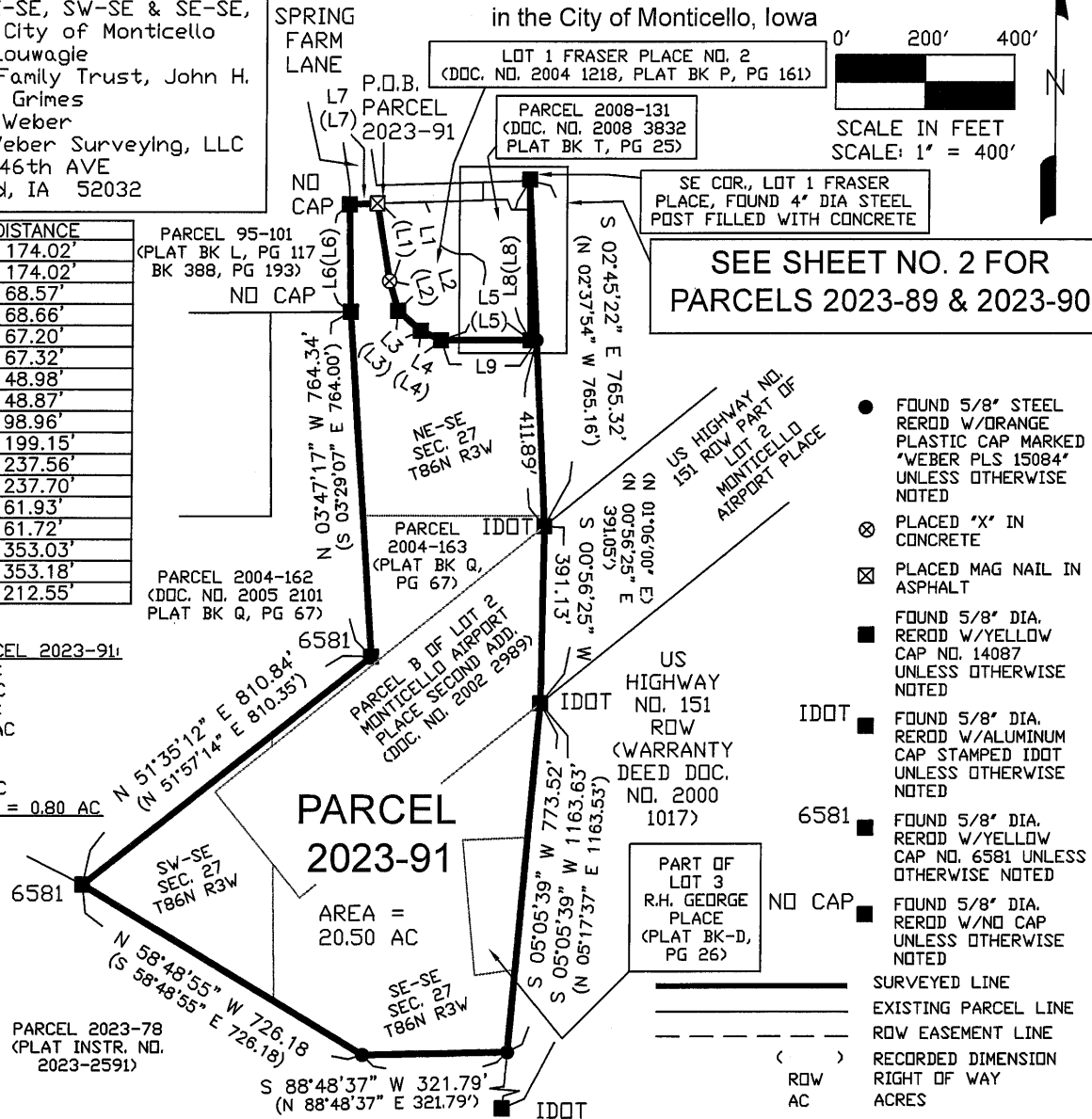
Location: Parcel 2023-89, Parcel 2023-90 & Parcel 2023-91, NE-SE, SW-SE & SE-SE, Sec. 27, T86N R3W, City of Monticello
 Requestor: Troy R. Louwage
 Proprietor: Rowland Family Trust, John H. Frasher & Katherine Grimes
 Surveyor: Michael J. Weber
 Surveyor Company: Weber Surveying, LLC & Return To: 26789 46th AVE Bernard, IA 52032

LINE	BEARING	DISTANCE
L1	S 09°14'21" E	174.02'
(L1)	N 09°08'31" W	174.02'
L2	S 16°32'55" E	68.57'
(L2)	N 16°53'03" W	68.66'
L3	S 48°53'14" E	67.20'
(L3)	N 49°00'38" W	67.32'
L4	S 64°59'42" E	48.98'
(L4)	N 64°48'10" W	48.87'
L5	S 89°59'24" E	198.96'
(L5)	N 90°00'00" E	199.15'
L6	N 00°50'50" W	237.56'
(L6)	S 00°49'39" E	237.70'
L7	N 88°06'01" E	61.93'
(L7)	S 88°11'49" W	61.72'
L8	N 00°33'06" W	353.03'
(L8)	N 00°32'23" W	353.18'
L9	S 89°59'24" E	212.55'

AREA BREAKDOWN OF PARCEL 2023-91:
 NE-SE, SEC. 27 = 4.27 AC
 SW-SE, SEC. 27 = 2.45 AC
 SE-SE, SEC. 27 = 5.66 AC
 PARCEL 2004-163 = 1.75 AC
 PARCEL B OF LOT 2 OF MONTICELLO AIRPORT PLACE 2ND ADD. = 5.57 AC
 LOT 3 R.H. GEORGE PLACE = 0.80 AC
TOTAL = 20.50 AC

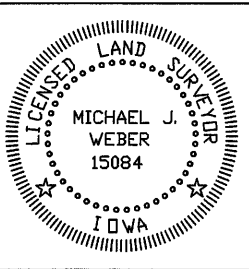
NOTES:
 1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
 2. THIS PLAT IS SUBJECT TO RIGHT OF WAY AND EASEMENTS OF RECORD AND NOT OF RECORD.
 3. SEE SHEET NO. 3 FOR DESCRIPTION OF PARCEL 2023-91

PLAT of SURVEY of PARCEL 2023-89, PARCEL 2023-90 & PARCEL 2023-91 in the City of Monticello, Iowa



SEE SHEET NO. 2 FOR PARCELS 2023-89 & 2023-90

- FOUND 5/8" STEEL REROD W/ORANGE PLASTIC CAP MARKED "WEBER PLS 15084" UNLESS OTHERWISE NOTED
- ⊗ PLACED "X" IN CONCRETE
- ⊗ PLACED MAG NAIL IN ASPHALT
- FOUND 5/8" DIA. REROD W/YELLOW CAP NO. 14087 UNLESS OTHERWISE NOTED
- FOUND 5/8" DIA. REROD W/ALUMINUM CAP STAMPED IDOT UNLESS OTHERWISE NOTED
- FOUND 5/8" DIA. REROD W/YELLOW CAP NO. 6581 UNLESS OTHERWISE NOTED
- FOUND 5/8" DIA. REROD W/NO CAP UNLESS OTHERWISE NOTED
- SURVEYED LINE
- EXISTING PARCEL LINE
- - - ROW EASEMENT LINE
- () RECORDED DIMENSION
- ROW RIGHT OF WAY
- AC ACRES



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Michael J. Weber November 2, 2023
 MICHAEL J. WEBER (DATE)
 LICENSE NUMBER 15084
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
 SHEETS COVERED BY THIS SEAL: Sheet 1, 2 & 3

WEBER SURVEYING, LLC
 26789 46TH AVE
 BERNARD, IA 52032
 PH: (563) 590-4993
 mjweber@bernardtel.com

DRAWN BY: MJW
 SURVEY DATE: 11/02/23
 DWG: 23111-SHEET-1-89-90-91

SHEET 1 OF 3

DESCRIPTION: Parcel 2023-89 being part of the NE 1/4 of the SE 1/4, Section 27, T86N R3W of the 5th P.M., in the City of Monticello, Iowa more particularly described as follows: Commencing at the to the SE corner of Lot 1 of Fraser Place in Section 27, T86N R3W of the 5th P.M. as shown in Plat Book D, Page 14 of the Jones County Recorder's Office being the point of beginning; thence S 02°45'22" E (assumed bearing), 64.59' along the West line of Parcel B being the West Right of Way line (ROW) of US Highway No. 151 as shown in Warranty Deed Doc. No. 2000 1017; thence N 90°00'00" W, 2.48' to the SE corner of Parcel 2008-130 as shown in Plat Book T, Page 25, Document No. 2008 3832 of the Jones County Recorder's Office; thence N 00°33'06" W, 64.51' along the East line of said Parcel 2008-130 to the point of beginning, containing 80 square feet and subject to easements of record and not of record.

DESCRIPTION: Parcel 2023-90 being part of the NE 1/4 of the SE 1/4, Section 27, T86N R3W of the 5th P.M., in the City of Monticello, Iowa more particularly described as follows: Commencing at the to the SE corner of Lot 1 of Fraser Place in Section 27, T86N R3W of the 5th P.M. as shown in Plat Book D, Page 14 of the Jones County Recorder's Office; thence S 02°45'22" E (assumed bearing), 64.59' along the West line of Parcel B being the West Right of Way line (ROW) of US Highway No. 151 as shown in Warranty Deed Doc. No. 2000 1017 to the point of beginning; thence S 02°45'22" E, 288.84' along said West line; thence N 89°59'24" W, 13.59' to the SE corner of Parcel 2008-131 as shown in Plat Book T, Page 25, Document No. 2008 3832 of the Jones County Recorder's Office; thence N 00°33'06" W, 288.52' along the East line of said Parcel 2008-131 to the NE corner of said Parcel 2008-131; thence N 90°00'00" E, 2.48' to the point of beginning, containing 2319 square feet and subject to easements of record and not of record.

PARCEL 2008-131
(DOC. NO. 2008 3832
PLAT BK T, PG 25)

LINE	BEARING	DISTANCE
L5	S 89°59'24" E	198.96'
(L5)	N 90°00'00" E	199.15'
L8	N 00°33'06" W	353.03'
(L8)	N 00°32'23" W	353.18'
L9	S 89°59'24" E	212.55'

L5 (L5)

PARCEL
2023-91

— SURVEYED LINE
 — EXISTING PARCEL LINE
 () RECORDED DIMENSION
 ROW RIGHT OF WAY
 SF SQUARE FEET

- PLACED 5/8" STEEL ROD W/ORANGE PLASTIC CAP MARKED "WEBER PLS 15084" UNLESS OTHERWISE NOTED
- FOUND 5/8" DIA. ROD W/YELLOW CAP NO. 14087 UNLESS OTHERWISE NOTED
- FOUND 5/8" DIA. ROD W/YELLOW CAP NO. 6581 UNLESS OTHERWISE NOTED

6581

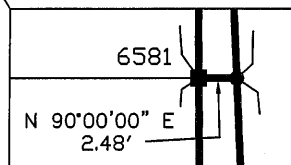
SHEET 2 OF 3

SE COR., LOT 1
FRASER PLACE
FOUND 4" DIA
STEEL POST FILLED
WITH CONCRETE

PARCEL
2008-130
(DOC. NO.
2008 3832
PLAT BK T,
PG 25)

PARCEL
2023-89

AREA = 80
SQUARE FEET



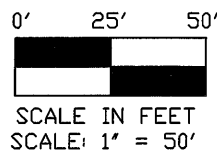
(N 2°37'54" W)
S 02°45'22" E
64.59'

(N 00°32'23" W 64.66')
N 00°33'06" W 64.51'

US
HIGHWAY
NO. 151
ROW
(WARRANTY
DEED DOC.
NO. 2000
1017)

PARCEL
2023-90

AREA = 2319
SQUARE FEET



(L8)
L8
N 00°33'06" W 288.52'

S 02°45'22" E 288.84'

N 89°59'24" W
13.59'

411.89'



DESCRIPTIONS:

Parcel 2023-91 being part of the NE 1/4 of the SE 1/4, part of the SW 1/4 of the SE 1/4 and part of the SE 1/4 of the SE 1/4, Section 27, T86N R3W of the 5th P.M., being all of Parcel 2004-163 as shown in Plat Book Q Page 67, Document No. 2005 2101 of the Jones County Recorder's Office, all of Parcel B of Lot 2 of Monticello Airport Place Second Addition as shown in Document No. 2002 2989 of the Jones County Recorder's Office and part of Lot 3 of R.H. George Place as shown in Plat Book D, Page 26 of the Jones County Recorder's Office all in the City of Monticello, Iowa more particularly described as follows: Commencing at a subdivision corner being the NW corner of Lot 1 of Fraser Place No. 2 as shown in Plat Book P, Page 161, Document No. 2004 1218 of the Jones County Recorder's Office, being the point of beginning; thence S 09°14'21" E (assumed bearing), 174.02' along the Westerly line of said Lot 1; thence S 16°32'55" E, 68.57' along the Westerly line of said Lot 1; thence S 48°53'14" E, 67.20' along the Southwesterly line of said Lot 1; thence S 64°59'42" E, 48.98' along the Southwesterly line of said Lot 1 to the SW corner of Parcel 2008-131 as shown in Plat Book T, Page 25, Document No. 2008 3832 of the Jones County Recorder's Office; thence S 89°59'24" E, 212.55' along the South line of said Parcel 2008-131 to the West line of Parcel B being the West Right of Way line (ROW) of US Highway No. 151 as shown in Warranty Deed Doc. No. 2000 1017; thence S 02°45'22" E, 411.89' along the West line of Parcel B being the West Right of Way line (ROW) of US Highway No. 151 as shown in Warranty Deed Doc. No. 2000 1017 to the SW corner of said Parcel B; thence S 00°56'25" W, 391.13' along said ROW to the NW corner of Parcel A being the West Right of Way line (ROW) of US Highway No. 151 as shown in Warranty Deed Doc. No. 2000 1017; thence S 05°05'39" W, 773.52' along said Parcel A being the West ROW line of US Highway No. 151; thence S 88°48'37" W, 321.79'; thence N 58°48'55" W, 726.18' to the most South corner of Parcel 2004-162 as shown in Plat Book Q Page 67, Document No. 2005 2101 of the Jones County Recorder's Office; thence N 51°35'12" E, 810.84' along the Southeasterly line of said Parcel 2004-162; thence N 03°47'17" W, 764.34' along the East line of said Parcel 2004-162 to the SE corner of Parcel 95-101 as shown in Plat Book L Page 117, Book 388 Page 193 of the Jones County Recorder's Office; thence N 00°50'50" W, 237.56' along the East line of said Parcel 95-101 to the SW corner of Spring Farm Lane as shown in said Plat Book P Page 161, Document No. 2004 1218; thence N 88°06'01" E, 61.93' along the South line of said Spring Farm Lane to the point of beginning, containing 20.50 acres and subject to easements of record and not of record.

City Council Meeting
Prep. Date: 11/29/2023
Preparer: Russell Farnum



Agenda Item: # 10
Agenda Date: 12/04/2023

Communication Page

Agenda Items Description: Approve Plat of Parcels 2023-100, 101, 102 and 103

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution
Plats

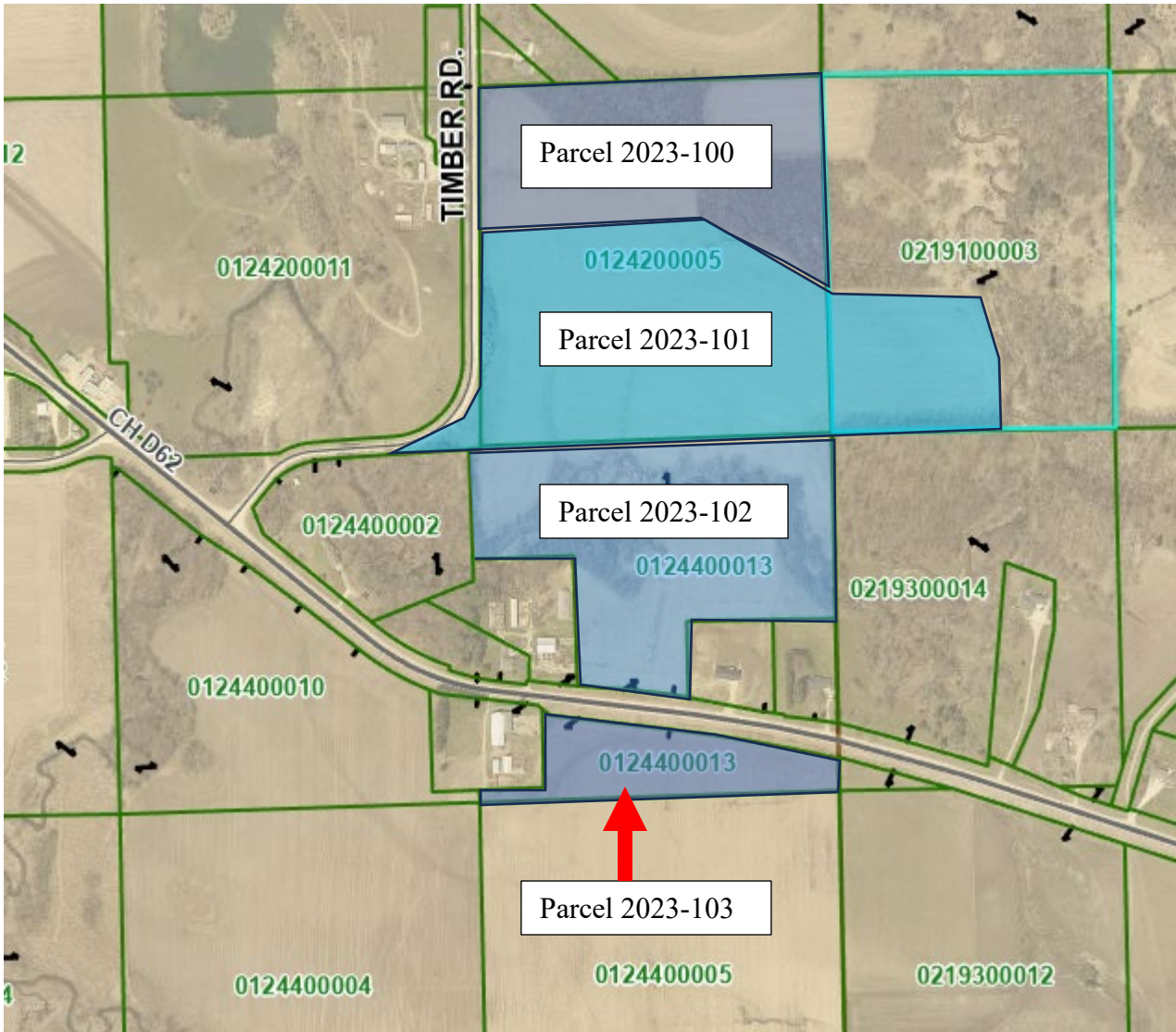
<u>Fiscal Impact:</u>	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The Schemmel farm is nearly 2 miles west of town on D62 near Timber Road. Because it barely touches the City’s 2-mile extraterritorial jurisdiction, the County has asked for the City approval of the plat before they will consider it.

The plat of Parcels 2023-100 and 2023-101 split 2 larger tracts into the wooded area and tillable land. The plat of Parcels 2023-102 and 103 splits a parcel that is bisected by D62 into two separate parcels, one on each side of D62. The four “new” parcels are shown (roughly) on the following page.

This will remain all agricultural land and is really on the periphery of the City’s 2-mile jurisdiction. These new parcels will have no impact on the future growth or development of the City.

Recommendation: The Planning and Zoning Board reviewed this plat at their meeting of November 28, 2023 and recommended approval by a vote of 4-0. Approval is recommended.



The City of Monticello, Iowa

RESOLUTION

Approving Plats of Survey to Parcel 2023-100, Parcel 2023-101, Parcel 2023-102 and Parcel 2023-103 for Property located on County Highway D62 west of 185th Avenue

WHEREAS, The Plats of Survey to Parcel 2023-100, Parcel 2023-101, Parcel 2023-102 and Parcel 2023-103 has been presented to the City Council for approval, same being located within the two-mile jurisdiction of the City limits of the City of Monticello, and

WHEREAS, The Plats of Survey to Parcel 2023-100, Parcel 2023-101, Parcel 2023-102 and Parcel 2023-103 was created to separate the corn ground from timber ground and they are dividing up parts of the farm to family, and

WHEREAS, The City Planning and Zoning Board has reviewed the Plats of Survey to Parcel 2023-100, Parcel 2023-101, Parcel 2023-102 and Parcel 2023-103 and recommends that it be approved, and

WHEREAS, The City Council finds that the Plats of Survey to Parcel 2023-100, Parcel 2023-101, Parcel 2023-102 and Parcel 2023-103 should be approved, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Plats of Survey to Parcel 2023-100, Parcel 2023-101, Parcel 2023-102 and Parcel 2023-103

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 4th day of December, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

INDEX LEGEND

LOCATION: SE1/4 NE1/4 OF SECTION 24, T86N, R4W
SW FRL.1/4 NW FRL.1/4 OF SECTION 19, T86N, R3W

REQUESTOR: RON SCHEMME

PROPRIETOR: RONALD SCHEMME, JOSEPH SCHEMME, JOYCE HOSCH, AS
CO-TRUSTEES OF THE GLADYS M. SCHEMME REVOCABLE
TRUST DATED JANUARY 13, 2022

SURVEYOR: BILL BURGER

SURVEYOR COMPANY: WM. BURGER LANDSURVEYOR

BILL BURGER, 510 3RD STREET WEST COURT,
RETURN TO: WORTHINGTON, IA 52078 | (563) 855-2028

PREPARED BY BILL BURGER 510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078 (563) 855 2028

PLAT OF SURVEY

PARCEL 2023-100 PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE FOUR WEST (R4W) OF THE FIFTH PRINCIPAL MERIDIAN JONES COUNTY, IOWA

PARCEL 2023-101 PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE FOUR WEST (R4W) OF THE FIFTH PRINCIPAL MERIDIAN AND PART OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL.1/4) OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL.1/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN JONES COUNTY, IOWA

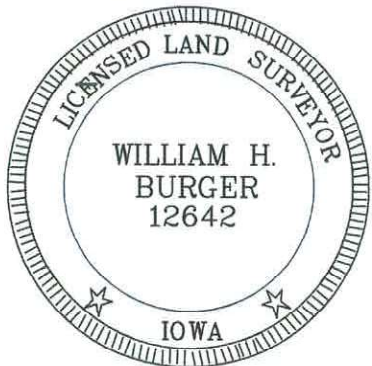
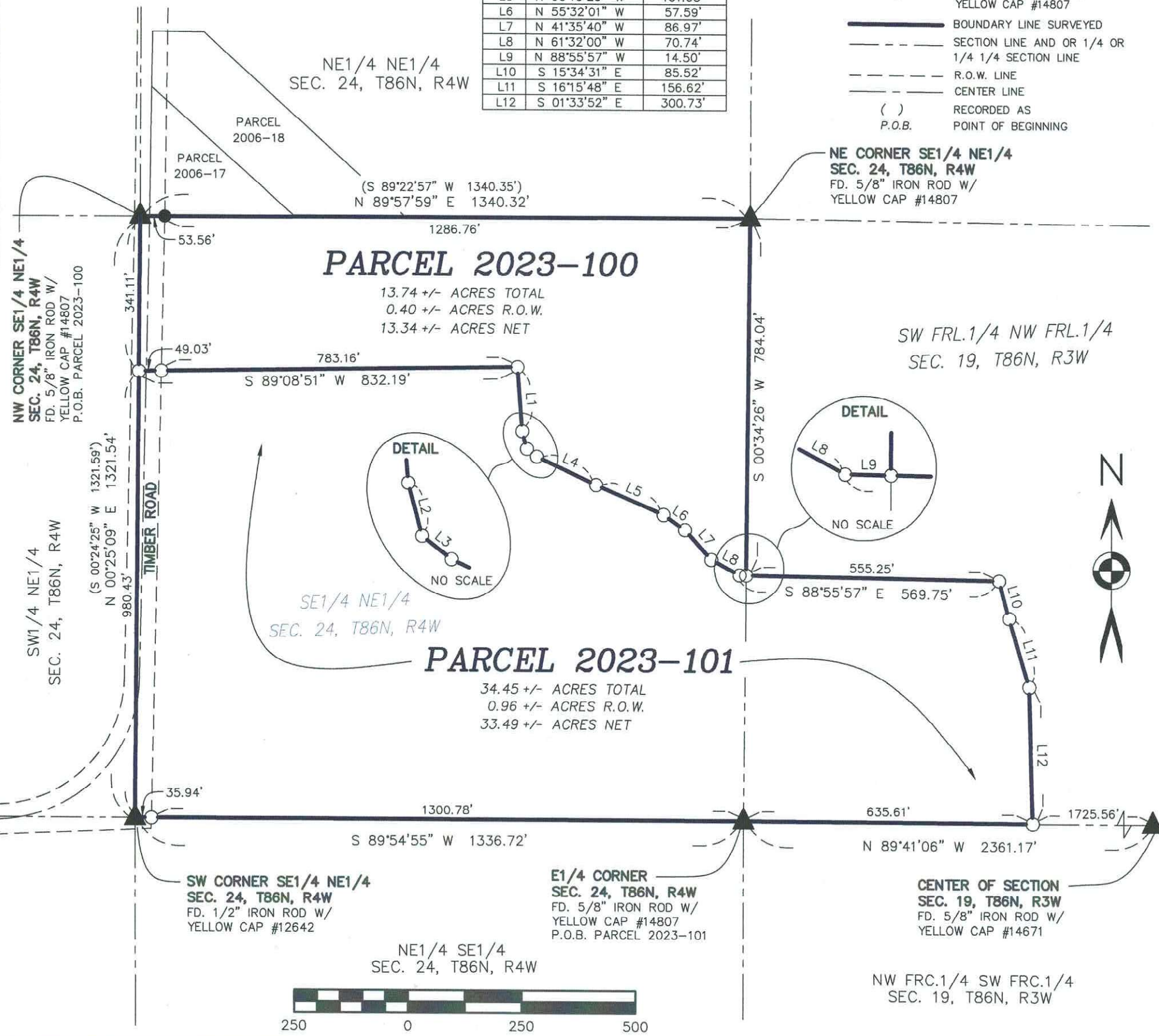
ACREAGE SUMMARY TABLE

PARCEL	SE1/4 NE1/4 SEC. 24, T86N, R4W		SW FRL.1/4 NW FRL.1/4 SEC. 19, T86N, R3W	
	TOTAL ACRES	R.O.W. ACRES	TOTAL ACRES	R.O.W. ACRES
2023-101	26.91 +/-	0.96 +/-	7.54 +/-	0.00

LINE	BEARING	DISTANCE
L1	N 04°21'24" W	141.07'
L2	N 14°46'25" W	40.15'
L3	N 51°53'38" W	27.53'
L4	N 64°47'39" W	144.09'
L5	N 66°16'26" W	161.63'
L6	N 55°32'01" W	57.59'
L7	N 41°35'40" W	86.97'
L8	N 61°32'00" W	70.74'
L9	N 88°55'57" W	14.50'
L10	S 15°34'31" E	85.52'
L11	S 16°15'48" E	156.62'
L12	S 01°33'52" E	300.73'

LEGEND

- SET 1/2" IRON ROD W/ YELLOW CAP #12642
- FD. 5/8" IRON ROD W/ YELLOW CAP #14807
- BOUNDARY LINE SURVEYED
- - - SECTION LINE AND OR 1/4 OR 1/4 1/4 SECTION LINE
- - - R.O.W. LINE
- - - CENTER LINE
- () RECORDED AS P.O.B. POINT OF BEGINNING



DATE OF SURVEY: 9/6/2023

SCALE: 1" = 250'

SHEET 1 OF 4

PROPRIETORS: SEE INDEX LEGEND

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

William H. Burger
WILLIAM H. BURGER #12642

9/30/23
DATE

Wm. Burger
LandSurveyor
510 3rd Street West Court
Worthington, Iowa 52078

LEGAL DESCRIPTION

PARCEL 2023-100 - Part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Twenty-four (24), Township Eighty-six North (T86N), Range Four West (R4W) of the Fifth Principal Meridian, Jones County, Iowa; containing a total of 13.74 acres more or less, including 0.40 acres more or less of public road right of way, **subject to easements, reservations, restrictions, and rights of way of record and not of record** and more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Twenty-four (24), Township Eighty-six North (T86N), Range Four West (R4W) of the Fifth Principal Meridian, Jones County, Iowa;

Thence North 89°-57'-59" East 1340.32 feet along the North line and to the Northeast corner of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of said Section Twenty-four (24);

Thence South 00°-34'-26" West 784.04 feet along the East line of said Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4);

Thence North 88°-55'-57" West 14.50 feet;

Thence North 61°-32'-00" West 70.74 feet;

Thence North 41°-35'-40" West 86.97 feet;

Thence North 55°-32'-01" West 57.59 feet;

Thence North 66°-16'-26" West 161.63 feet;

Thence North 64°-47'-39" West 144.09 feet;

Thence North 51°-53'-38" West 27.53 feet;


Thence North 14°-46'-25" West 40.15 feet;

Thence North 04°-21'-24" West 141.07 feet;

Thence South 89°-08'-51" West 832.19 feet to the West line of said Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4);

Thence North 00°-25'-09" East 341.11 feet along the West line of said Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) to the **POINT OF BEGINNING**, containing a total of 13.74 acres more or less, including 0.40 acres more or less of public road right of way, **subject to easements, reservations, restrictions, and rights of way of record and not of record**;

The West line of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Twenty-four (24), Township Eighty-six North (T86N), Range Four West (R4W) of the Fifth Principal Meridian of Jones County, Iowa is assumed to bear North 00°-25'-09" East.

	<p><u>SURVEYORS CERTIFICATE</u></p> <p>I hereby certify that this land survey document was prepared and related survey work was performed by me or under my direct personal supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa;</p> <p>My license renewal date is December 31, 2024</p> <p><i>William H. Burger</i> 10/30/23 William H. Burger Date Reg. No. 12642 Sheet No. 2 covered by this seal</p>
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LEGAL DESCRIPTION

PARCEL 2023-101 - Part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Twenty-four (24), Township Eighty-six North (T86N), Range Four West (R4W) of the Fifth Principal Meridian, and part of the Southwest Fractional Quarter (SW Fr.1/4) of the Northwest Fractional Quarter (NW Fr.1/4) of Section Nineteen (19), Township Eighty-six North (T86N), Range Three West (R3W) of the Fifth Principal Meridian, all in Jones County, Iowa; containing a total of 34.45 acres more or less, including 0.96 acres more or less of public road right of way, **subject to easements, reservations, restrictions, and rights of way of record and not of record** and more particularly described by metes and bounds as follows:

BEGINNING at the East Quarter (E1/4) corner of Section Twenty-four (24), Township Eighty-six North (T86N), Range Four West (R4W) of the Fifth Principal Meridian, Jones County, Iowa;

Thence South 89°-54'-55" West 1336.72 feet along the South line and to the Southwest corner of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of said Section Twenty-four (24);

Thence North 00°-25'-09" East 980.43 feet along the West line of said Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4);

Thence North 89°-08'-51" East 832.19 feet;

Thence South 04°-21'-24" East 141.07 feet;

Thence South 14°-46'-25" East 40.15 feet;

Thence South 51°-53'-38" East 27.53 feet;

Thence South 64°-47'-39" East 144.09 feet;

Thence South 66°-16'-26" East 161.63 feet;

Thence South 55°-32'-01" East 57.59 feet;

Thence South 41°-35'-40" East 86.97 feet;

Thence South 61°-32'-00" East 70.74 feet;

Thence South 88°-55'-57" East 569.75 feet;

Thence South 15°-34'-31" East 85.52 feet;

Thence South 16°-15'-48" East 156.62 feet;

Thence South 01°-33'-52" East 300.73 feet to the South line of the Southwest Fractional Quarter (SW Fr.1/4) of the Northwest Fractional Quarter (NW Fr.1/4) of Section Nineteen (19), Township Eighty-six North (T86N), Range Three West (R3W) of the Fifth Principal Meridian, Jones County, Iowa;

Thence North 89°-41'-06" West 635.61 feet along said South line to the **POINT OF BEGINNING**, containing a total of 34.45 acres more or less, including 0.96 acres more or less of public road right of way, **subject to easements, reservations, restrictions, and rights of way of record and not of record**;

The West line of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Twenty-four (24), Township Eighty-six North (T86N), Range Four West (R4W) of the Fifth Principal Meridian of Jones County, Iowa is assumed to bear North 00°-25'-09" East.

	<p><u>SURVEYORS CERTIFICATE</u></p> <p>I hereby certify that this land survey document was prepared and related survey work was performed by me or under my direct personal supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa;</p> <p>My license renewal date is December 31, 2024</p> <p><i>William H. Burger</i> 10/30/23 William H. Burger Date Reg. No. 12642</p> <p>Sheet No. covered by this seal</p>
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INDEX LEGEND

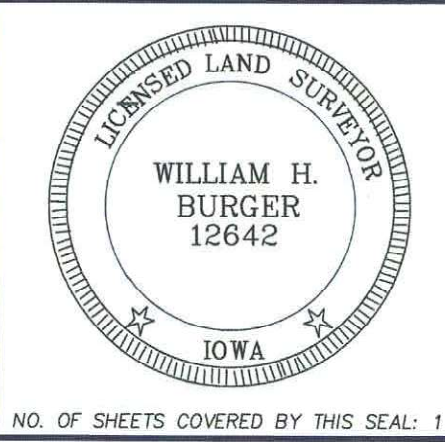
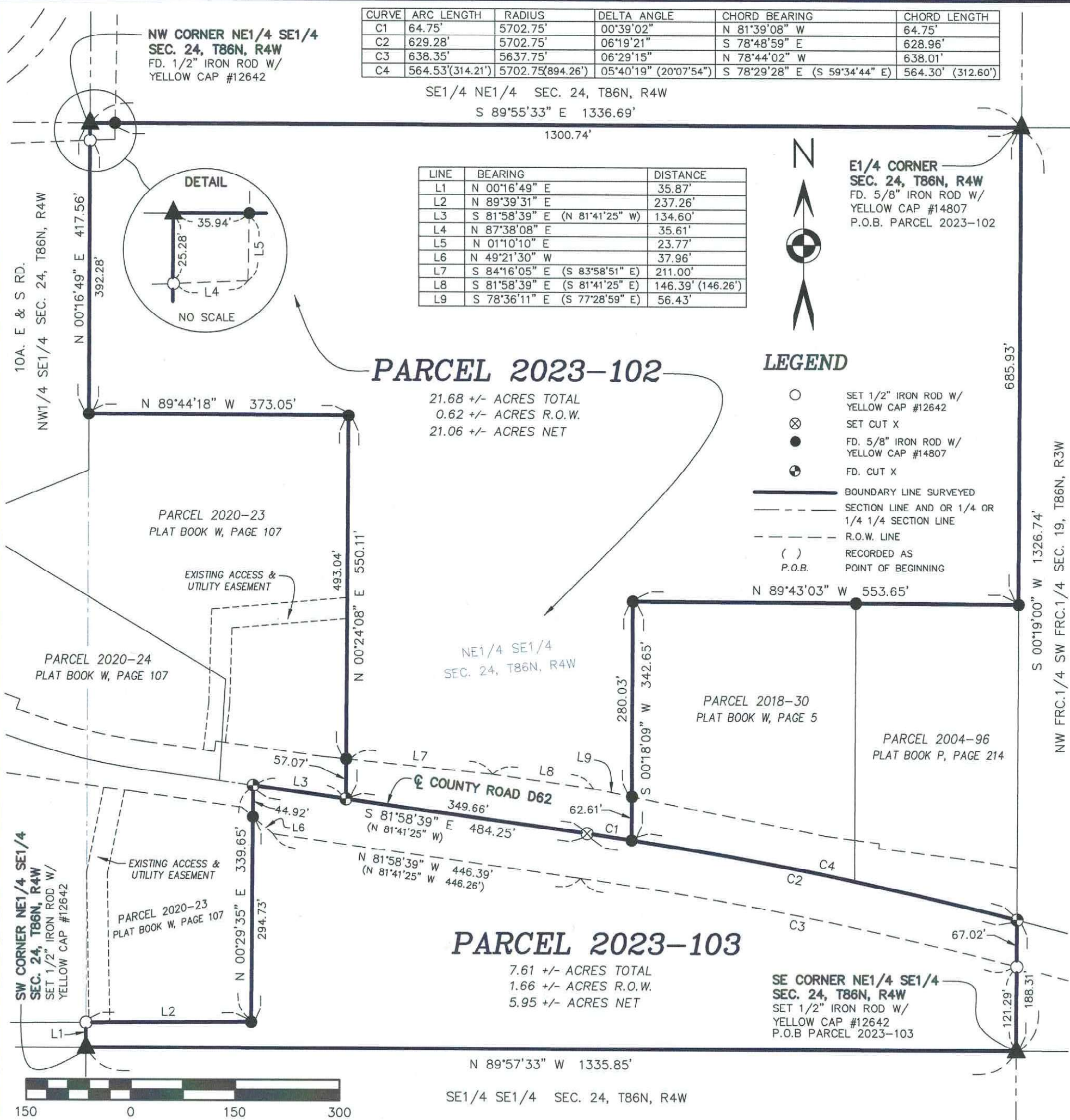
LOCATION: NE1/4 SE1/4 OF SECTION 24, T86N, R4W
 REQUESTOR: RON SCHEMMELE
 PROPRIETOR: RONALD SCHEMMELE, JOSEPH SCHEMMELE, JOYCE HOSCH, AS CO-TRUSTEES OF THE GLADYS M. SCHEMMELE REVOCABLE TRUST DATED JANUARY 13, 2022
 SURVEYOR: BILL BURGER
 SURVEYOR COMPANY: WM. BURGER LANDSURVEYOR
 RETURN TO: BILL BURGER, 510 3RD STREET WEST COURT, WORTHINGTON, IA 52078 | (563) 855-2028

PREPARED BY BILL BURGER 510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078 (563) 855 2028

PLAT OF SURVEY

PARCEL 2023-102 PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE FOUR WEST (R4W) OF THE FIFTH PRINCIPAL MERIDIAN, JONES COUNTY, IOWA

PARCEL 2023-103 PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE FOUR WEST (R4W) OF THE FIFTH PRINCIPAL MERIDIAN, JONES COUNTY, IOWA



DATE OF SURVEY: 10/20/2023
 PROPRIETORS: SEE INDEX LEGEND
 I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
 WILLIAM H. BURGER #12642 10/30/23 DATE

SCALE: 1" = 150' SHEET 1 OF 4
Wm. Burger
 LandSurveyor
 510 3rd Street West Court
 Worthington, Iowa 52078

LEGAL DESCRIPTION

PARCEL 2023-102 - Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Eighty-six North (T86N), Range Four West (R4W) of the Fifth Principal Meridian, Jones County, Iowa; containing a total of 21.68 acres more or less, including 0.62 acres more or less of public road right of way, **subject to easements, reservations, restrictions, and rights of way of record and not of record** and more particularly described by metes and bounds as follows:

BEGINNING at the East Quarter (E1/4) corner of Section Twenty-four (24), Township Eighty-six North (T86N), Range Four West (R4W) of the Fifth Principal Meridian, Jones County, Iowa;

Thence South 00°-19'-00" West 685.93 feet along the East line of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of said Section Twenty-four (24) to the Northeast corner of Parcel 2004-96 as recorded in Plat Book P, Page 214 in the Office of the Jones County Recorder;

Thence North 89°-43'-03" West 553.65 feet along the North line of said Parcel 2004-96 and along the North line and to the Northwest corner of Parcel 2018-30 as recorded in Plat Book W, Page 5 in the Office of the Joens County Recorder;

Thence South 00°-18'-09" West 342.65 feet along the West line and to the Southwest corner of said Parcel 2018-30, corner also being on the centerline of County Road D62;

Thence along said centerline and along a circular curve concave Southerly for an arc length of 64.75 feet, said circular curve having a central angle of 00°-39'-02", a radius of 5702.75 feet, a chord bearing of North 81°-39'-08" West and a chord length of 64.75 feet;

Thence continuing along said centerline North 81°-58'-39" West 349.66 feet to an Easterly corner of Parcel 2020-23 as recorded in Plat Book W, Page 107 in the Office of the Jones County Recorder;

Thence North 00°-24'-08" East 550.11 feet along an Easterly line and to the Northeasterly corner of said Parcel 2020-23;

Thence North 89°-44'-18" West 373.05 feet along the Northerly line and to the Northwesterly corner of said Parcel 2020-23, corner also being on the West line of said Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4);

Thence North 00°-16'-49" East 417.56 feet along the West line and to the Northwest corner of said Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4);

Thence South 89°-55'-33" East 1336.69 feet along the North line of said Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) to the **POINT OF BEGINNING**, containing a total of 21.68 acres more or less, including 0.62 acres more or less of public road right of way, **subject to easements, reservations, restrictions, and rights of way of record and not of record**;

The East line of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Eighty-six North (T86N), Range Four West (R4W) of the Fifth Principal Meridian of Jones County, Iowa is assumed to bear South 00°-19'-00" West.

	<u>SURVEYORS CERTIFICATE</u>
	I hereby certify that this land survey document was prepared and related survey work was performed by me or under my direct personal supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa; My license renewal date is December 31, 2024 <i>William H. Burger</i> 10/30/23 William H. Burger Date Reg. No. 12642 Sheet No. 2 covered by this seal

LEGAL DESCRIPTION

PARCEL 2023-103 - Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Eighty-six North (T86N), Range Four West (R4W) of the Fifth Principal Meridian, Jones County, Iowa; containing a total of 7.61 acres more or less, including 1.66 acres more or less of public road right of way, **subject to easements, reservations, restrictions, and rights of way of record and not of record** and more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Eighty-six North (T86N), Range Four West (R4W) of the Fifth Principal Meridian, Jones County, Iowa;

Thence North 89°-57'-33" West 1335.85 feet along the South line and to the Southwest corner of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of said Section Twenty-four (24);

Thence North 00°-16'-49" East 35.87 feet along the West line of said Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) to the Southerly line of Parcel 2020-23 as recorded in Plat Book W, Page 107 in the Office of the Jones County Recorder;

Thence North 89°-39'-31" East 237.26 feet along the Southerly line and to the Southeasterly corner of said Parcel 2020-23;

Thence North 00°-29'-35" East 339.65 feet along an Easterly line and to an Easterly corner of said Parcel 2020-23, corner also being in the centerline of County Road D62;

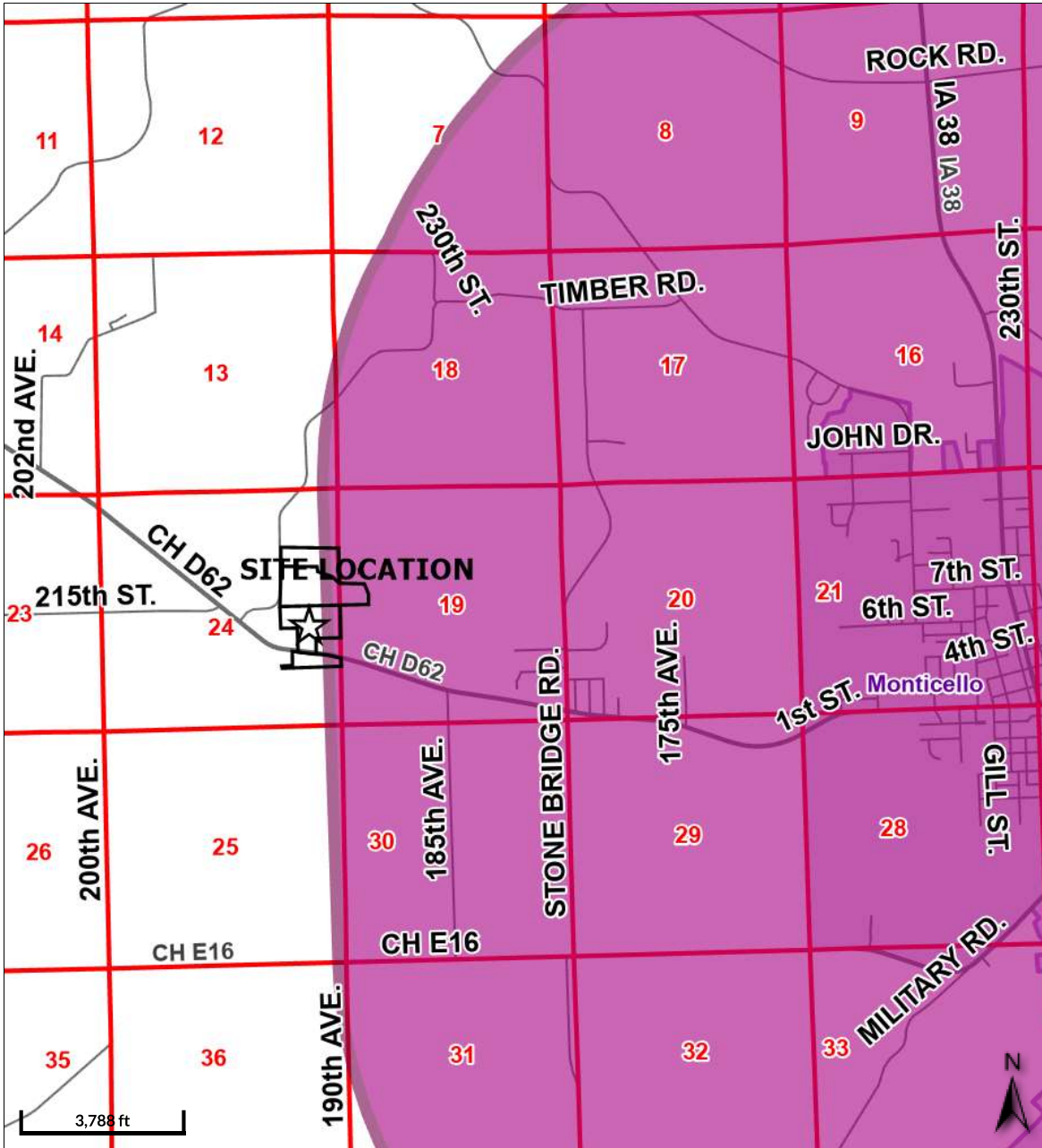
Thence South 81°-58'-39" East 484.25 feet along said centerline;

Thence continuing along said centerline and along a circular curve concave Southerly for an arc length of 629.28 feet, said circular curve having a central angle of 06°-19'-21", a radius of 5702.75 feet, a chord bearing of South 78°-48'-59" East and a chord length of 628.96 feet to the East line of said Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4);

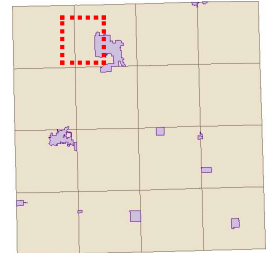
Thence South 00°-19'-00" West 188.31 feet along the East line of said Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) to the **POINT OF BEGINNING**, containing a total of 7.61 acres more or less, including 1.66 acres more or less of public road right of way, **subject to easements, reservations, restrictions, and rights of way of record and not of record**;

The South line of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Eighty-six North (T86N), Range Four West (R4W) of the Fifth Principal Meridian of Jones County, Iowa is assumed to bear North 89°-57'-33" West.

	<p><u>SURVEYORS CERTIFICATE</u></p> <p>I hereby certify that this land survey document was prepared and related survey work was performed by me or under my direct personal supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa;</p> <p>My license renewal date is December 31, 2024</p> <p><i>William H. Burger</i> 10/30/23 William H. Burger Date Reg. No. 12642 Sheet No. 3 covered by this seal</p>
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Overview



Legend

- Corporate Limits 2 Mile Buffer
- Corporate Limits
- Sections
- Lot Lines
- Major Roads
- Road Centerline

Date created: 10/30/2023
 Last Data Uploaded: 10/27/2023 5:21:28 PM

City Council Meeting
Prep. Date: 11/29/2023
Preparer: Russell Farnum



Agenda Item: #11
Agenda Date: 12/04/2023

Communication Page

Agenda Items Description: Alliant Requested Rate Increase

Type of Action Requested: Resolution

Attachments & Enclosures:

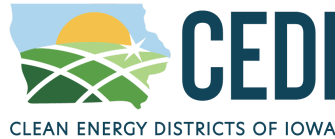
Motion and supplemental information

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

Synopsis: The City was asked by the Clean Energy Districts of Iowa (CEDI) to oppose a recent rate increase request by Interstate Power Company (Alliant).

Mayor Goedken asked that this be placed on the Council agenda for discussion. Information from CEDI is attached. CEDI is also asking the city to join their organization and provide financial support. I do not believe the City can financially support this organization without a clear finding of their government-related purpose.

Recommendation: Action on the rate increase is at the Council’s discretion. Financial support for CEDI is not recommended.



November 21, 2023

Dear Community Leaders,

On October 11, [Alliant Energy asked the Iowa Utilities Board to approve an electric rate increase](#) to be phased in over two years starting in October 2024 and concluding in October 2025.

The [Clean Energy Districts of Iowa](#) (CEDI) invite your community to oppose the magnitude of Alliant Energy's proposed increase in electric rates.

Alliant's Rising Rates

This is Alliant Energy's sixth request to increase electric rates since 2004. If approved as proposed, the proposed rate increase will be the largest in the company's history and result in another [\\$284 million](#) being transferred out of the local economies of Alliant communities in Iowa.

Alliant estimates the electric bills of residential customers will increase by an average of 13.4%, small businesses and municipalities by 20%, and large general service customers by 17.4% - 20%. These higher costs, however, are not simply the result of "across-the-board" increases. Alliant is proposing significant changes to their tariff structures that could push the bill increase for some customers well above the average Alliant projects for each rate class.

According to [CEDI's analysis](#) of [utility data furnished to the Iowa Utilities Board](#), Alliant's average annual cost per kWh for residential customers in 2022 was once again almost the highest in the state. Alliant's residential rates are higher than all but six of Iowa's 181 electric utilities—including every one of Iowa's 43 rural electric cooperatives.

The same data reveals that Alliant's electric costs are also very high when compared with the other large investor-owned electric utility in Iowa. Compared to MidAmerican Energy Company, Alliant's costs are 61.3% higher for residential customers, 48.9% higher for small businesses, and 31.6% higher for industrial customers.

In fact, according to the [U.S. Energy Information Administration](#), Alliant Energy has the third-highest residential rates among 31 investor-owned utilities with at least 100,000 customers in the Midwest.

The Impact on Alliant Communities

Alliant's high and rising rates are causing serious hardship for the 101,997 low-income households that [the company acknowledges](#) constitute 25 percent of their 411,277 residential customers. These ratepayers are some of Iowa's most disadvantaged citizens because, in many cases, they

spend over 20 percent of their household income to heat, cool, and power their homes.

Alliant's high and rising rates are also posing serious financial challenges for moderate-income households, fixed-income households, small businesses, industries, nonprofit institutions, educational institutions, school districts, and municipal governments.

Alliant's rates are also a hindrance to economic development for nearly all communities in Alliant's monopoly service territory. The vast majority of [population growth](#) and [economic development](#) in Iowa is taking place in MidAmerican Energy's service territory due, at least in part, to their low rates.

This is certainly true for large tech companies like [Amazon](#) (Davenport), [Apple](#) (Des Moines), [Google](#) (Council Bluffs), [Meta/Facebook](#) (Altoona), and [Microsoft](#) (West Des Moines), which have all opened large facilities in MidAmerican's service territory to benefit from the company's cheaper and cleaner power.

The Impact of Alliant's Proposed Rate Increase on Your Municipality's Budget and Your Citizens

Alliant Energy's relentless rate increases are also having a significant impact on the budgets of municipalities. While every community is different and has facilities with meters in different rate classes, based on Alliant's projections, it is likely that your municipality's current costs to purchase electricity will increase 15-20% over the next two years.

Thus, a municipality that paid Alliant Energy \$100,000 for electricity in FY24 should expect to pay an additional \$15,000 - \$20,000 in FY26. Given the proposed two-year phase-in of the rate increase, municipalities should consider adding approximately 10% for electricity costs to FY25 budgets, and increase it again for FY26 budgets.

Of course, the residents and business owners in your community will also experience an estimated 13.4% - 20% cost increase. Many of the hundreds of comments in Docket No. [RPU-2023-0002](#) have been submitted by small business owners and low-income households that are barely scraping by given the recent high rate of inflation. Many comments are from senior citizens who are comparing Alliant's estimated 13.4% increase to the 3.2% cost of living increase they are getting from Social Security this year.

Please Join CEDI's Coalition to Oppose Alliant's Electric Rate Increase

The [Clean Energy Districts of Iowa](#) (CEDI) invite your community to join a coalition to oppose the magnitude of Alliant Energy's proposal to increase electric rates. CEDI wants to help your community's voice be heard as the Iowa Utilities Board reviews Alliant's proposal to increase its electric rates.

We invite your community to take the following action steps:

1. Review the attached model resolution objecting to the magnitude of Alliant's proposed electric rate increase, revise it as you see fit, and submit it to the Iowa Utilities Board by email to customer@iub.iowa.gov or by mail to Iowa Utilities Board, 1375 E. Court Avenue,

Des Moines, IA 50319-0069. Reference Docket RPU-2023-0002 in the subject line of the email or letter.

2. Join the CEDI Coalition by signing the attached Memorandum of Agreement and consider making an optional financial contribution to support CEDI's intervention effort at the Iowa Utilities Board.

CEDI has secured the legal services of the Skinner Law Office for this intervention effort. Cecil Wright will lead our legal efforts. Cecil recently retired from the Iowa Utilities Board where he held multiple positions including acting General Counsel and Chief Operating Officer.

As official intervenors in Docket RPU-2023-0002, CEDI will utilize our skilled legal counsel and expert witnesses to submit testimony that challenges Alliant's persistent rate increases and high rates, highlights the high and rising energy burden on low, middle, and fixed-income households, and illustrates how Alliant's high rates are harming the economic development of communities in Alliant's service territory.

CEDI witnesses will also defend customer and community-owned distributed energy resources, such as energy efficiency, solar power, geothermal energy, and battery storage. Finally, CEDI witnesses will emphasize the need for cost-efficient investments, distribution grid resiliency, clean energy, and reinvestment that yield ratepayer savings and substantial community benefits in coal plant communities like Lansing, Iowa.

While there is no cost to join the CEDI Coalition, we do hope those communities who are able to do so will consider financially supporting CEDI's intervention efforts. The rate case will take approximately ten months to complete. We estimate the cost will be \$50,000 - \$80,000. All funds received will be used by CEDI exclusively for docket intervention costs, including legal fees and expert witness compensation. We have raised \$33,00 thus far.

We respectfully request your community consider a coalition contribution representing 5% percent of your expected cost increase. Given the example above, a 5% contribution would be \$750 - \$1,000 based on an expected cost increase of \$15,000-\$20,000 per \$100,000 of current Alliant Energy electricity purchase expenses. Any unutilized funds will be returned to communities on a proportional basis.

About the Clean Energy Districts of Iowa

The [Clean Energy Districts of Iowa](#) (CEDI) is an Iowa non-profit corporation and an association of clean energy districts in Iowa. There are currently twelve legally incorporated energy districts located in Allamakee, Cerro Gordo, Clayton, Delaware, Dubuque, Howard, Jackson, Johnson, Linn, Muscatine, Polk, and Winneshiek County. Additional counties are in the planning stages. Clean Energy Districts provide local leadership to energy customers and communities during the clean energy transition.

CEDI and its member energy districts have considerable experience at the Iowa Utilities Board. In 2019-2020, [the Winneshiek Energy District led the Decorah Area Group](#), which was an official

intervenor in [Alliant Energy's last rate case](#) and helped secure a significant 38% reduction in the rate increase. The company had originally proposed a [\\$204 million revenue requirement](#) but was only awarded [\\$127 million](#) by the Board.

More recently, the Clean Energy Districts of Iowa was an official intervenor in Black Hills Energy's rate case and joined in a [settlement agreement](#) with the Office of the Consumer Advocate that secured a 44% reduction in BHE's proposed increase. The company had originally proposed a \$10,544,007 increase to base rates but was only awarded \$5,906,519 by the Board.

CEDI is also currently an official intervenor and has submitted multiple rounds of testimony in the dockets at the Iowa Utilities Board regarding the [five-year energy efficiency plans](#) submitted by Alliant Energy, MidAmerican Energy Company, and Black Hills Energy.

Thank you for taking the time to consider the attached information. CEDI has a history of success intervening in rate cases, but we need your help to do it again.

While we expect the Board to render its final decision and order in the fall of 2024, the first round of testimony will be due in early March, which means we need to line up our expert witnesses soon and initiate various discovery requests. Thus, a [prompt response to this form](#) would be deeply appreciated.

Please contact us with any concerns or questions you may have.

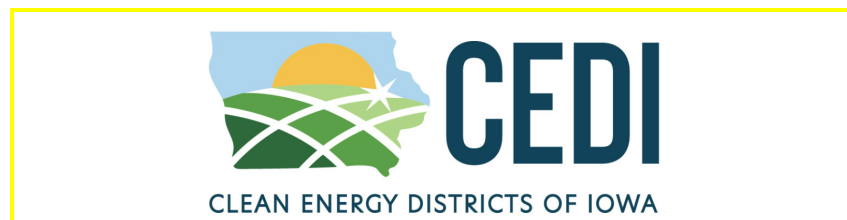
Sincerely,

/s/ Andrew Johnson

Andrew Johnson
Executive Director
Clean Energy Districts of Iowa
PO Box 14
Decorah, IA 52101
(563) 382-4207
andrew.johnson@cleanenergydistricts.org

/s/ Jim Martin-Schramm

Jim Martin-Schramm
Policy Analyst
Clean Energy Districts of Iowa
PO Box 14
Decorah, IA 52101
(563) 202-0909
james.martin-schramm@cleanenergydistricts.org



Resolution No.

A RESOLUTION OPPOSING ALLIANT ENERGY'S ELECTRIC RATE INCREASE

WHEREAS, Interstate Power and Light Company (dba Alliant Energy) has asked the Iowa Utilities Board to approve a two-year phased-in rate increase that the company estimates will increase the electric bills of residential customers by 13.4%, small businesses by 20%, and large general service customers by 17.4% - 20%,¹ and

WHEREAS, this is Alliant Energy's sixth electric rate increase since 2004 and, if approved as proposed, will be the largest in the company's history, and

WHEREAS, Alliant Energy posted \$1.72 billion in gross profits in 2022,² increased its annual common stock dividend by 6%,³ and paid its Chief Executive Officer \$7,283,270 in total compensation in 2022,⁴ and

WHEREAS, according to utility data furnished to the Iowa Utilities Board,⁵ Alliant's average annual cost per kWh for residential customers in 2022 was once again almost the highest in the state, and

WHEREAS, Alliant's average annual bundled cost per kWh in 2022 for the three major ratepayer classes was significantly higher than the other investor-owned electric utility in Iowa (MidAmerican Energy Company), and

Ratepayer Class	Alliant Energy 2022 Cost Cents/kWh	MidAmerican 2022 Cost Cents/kWh	Alliant Percentage Higher
Residential	17.75	11.01	61.3%
Commercial	13.25	8.90	48.9%
Industrial	8.36	6.35	31.6%

WHEREAS, according to the U.S. Energy Information Agency (EIA), in 2022 MidAmerican Energy Company had the lowest residential costs per kWh and Alliant had the third highest residential costs among similarly-sized investor-owned utilities in the Midwest,⁶ and

WHEREAS, Alliant's high rates are causing serious hardship for low and moderate-income households, fixed-income households, small businesses, industries, nonprofit institutions, educational institutions, and our municipal government, and

WHEREAS, Alliant's high and rising rates are creating a serious hindrance to economic development in the City of [NAME] and for all communities in Alliant's service territory, and

¹ Alliant Energy, Notice of Proposed Electric Rate Increase, October 6, 2023.

² Yahoo Finance, Alliant Energy, Statistics, accessed October 7, 2023.

³ Alliant Energy, 2022 Annual Report, pg.1,

⁴ Salary.com, John O. Larsen, Board Chair and Chief Executive Officer of Alliant Energy, accessed October 17, 2023.

⁵ Iowa Utilities Board, Information from Utility Annual Report Filings, Electric (2022).

⁶ U.S. Energy Information Administration, Electric Sales, Revenue, and Average Price: 2022, Release date: October 5, 2023, Table T6, accessed October 21, 2023.

Resolution No.

WHEREAS, Alliant’s proposed \$284 million additional revenue requirement⁷ will drain, on average, another \$565 from each one of Alliant’s 502,937 electric customers,⁸ and

WHEREAS, a 15% - 20% increase to the City of [NAME] current electricity purchases will result in an increased expense of \$y that could otherwise be spent on vital public services.

NOW, THEREFORE, BE IT RESOLVED . . .

The City of [NAME] City Council:

- 1) Opposes the magnitude of Alliant Energy’s proposed electric rate increase and urges the Iowa Utilities Board to:
 - a) Address Alliant’s high, rising, and unreasonable costs that are imposing serious hardship for low and moderate-income households, fixed-income households, small businesses, industries, nonprofit institutions, educational institutions, and our own municipal government.
 - b) Maintain and improve the ability of customers and communities to save and prosper through investments in customer- and community-owned distributed energy resources, such as energy efficiency, solar power, geothermal energy, and battery storage.
 - c) Require rate-regulated utilities to conduct integrated resource planning and competitive procurement to ensure all utility investments are justified and cost-effective.
 - d) Cease approving unnecessarily high returns on equity that reward shareholders at the expense of Alliant ratepayers.
- 2) Authorizes our City Manager/Clerk to file this resolution as an official comment in Docket RPU-2023-0002 within ten days and to send copies of this resolution to our State Representative and State Senator to inform the Legislature’s current study of ratemaking in Iowa.
- 3) Encourages all citizens and ratepayers in our community to voice their perspectives and concerns to the Iowa Utilities Board by submitting comments and objections by email to customer@iub.iowa.gov or by mail at Iowa Utilities Board, 1375 E. Court Avenue, Des Moines, IA 50319-0069. All communication should reference Docket RPU-2023-0002 in the subject line of the email or letter.

PASSED AND ADOPTED this [INSERT DATE] day of [INSERT MONTH], 2023.

ATTEST:

Name, Mayor / City Administrator

⁷ Interstate Power and Light Company, “Application for Revision of Electric and Natural Gas Rates,” (RPU-2023-0002), October 12, 2023, para. 9, pg. 3.

⁸ Interstate Power and Light Company, “Number and Classification of Customers Affected,” (RPU-2023-0002), October 12, 2023.

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN THE CITY OF [CITY NAME], IOWA ("City")
AND
CLEAN ENERGY DISTRICTS OF IOWA ("CEDI")

This Memorandum of Agreement ("MOA") is entered into on this _____ day of _____, 20____, by and between the City of [City Name], Iowa ("City"), and the Clean Energy Districts of Iowa ("CEDI").

WHEREAS, the City is a political subdivision of the State of Iowa, with the authority to represent its residents' public interests in matters related to utility rates, energy affordability, and service reliability;

WHEREAS, Interstate Power and Light Company (dba Alliant Energy) is a regulated private utility operating within the State of Iowa, subject to the jurisdiction of the Iowa Utilities Board ("IUB"), and has filed an Application for Revision of Electric and Natural Gas Rates ("Rate Case");

WHEREAS, CEDI is a non-profit organization dedicated to reducing energy burdens and promoting clean energy, energy efficiency, and the reduction of greenhouse gas emissions in Iowa, and advocates for the interests of consumers, communities, and municipalities;

WHEREAS, CEDI intends to intervene in IUB Docket No. RPU-2023-0002 as an official intervenor representing its member energy districts and is offering also to represent the interests of communities in Alliant's service territory, including [City Name], Iowa;

WHEREAS, CEDI seeks the support and partnership of the City of [City Name] to list the City in opposition to the magnitude of the proposed electric rate increase in IUB Docket No. RPU-2023-0002;

WHEREAS, the City understands that there is no required fee to join the CEDI Coalition;

WHEREAS, the City voluntarily pledges to provide financial support to CEDI to help cover the costs related to the intervention in the Rate Case. The City shall allocate an amount not to exceed [Insert Amount] for this purpose. [PLEASE DELETE THIS WHEREAS IF THIS OPTION IS NOT SELECTED]

NOW, THEREFORE, the City and CEDI, in consideration of the mutual promises contained herein, agree as follows:

1. PARTNERSHIP AND INTERVENTION

1.1 The City acknowledges and supports CEDI's intention to intervene in Docket No. RPU-2023-0002, representing the interests of residents, businesses, and institutions in [City Name], Iowa.

1.2 The City agrees to be listed among the coalition of communities and businesses who join CEDI in opposition to the magnitude of the proposed rate increase by Alliant Energy.

2. COMMUNICATION AND COORDINATION

2.1 The City and CEDI agree to maintain open and timely communication throughout the estimated 10-month intervention process, sharing relevant information and developments related to the Rate Case.

2.2 The City and CEDI shall collaborate to identify and advocate for the best interests of the community, including but not limited to energy affordability, environmental responsibility, and open access to the distribution grid.

3. FUNDING [PLEASE DELETE THIS SECTION AND RENUMBER THOSE THAT FOLLOW IF THIS OPTION IS NOT SELECTED]

3.1 The City agrees to make a voluntary financial contribution to support CEDI’s intervention efforts within 30 days of the signing of this MOA.

3.2 CEDI pledges that all funds will be used exclusively for docket intervention costs, including legal fees and expert witness compensation. Any unutilized funds will be returned to communities on a proportional basis.

4. CONFIDENTIALITY

4.1 The City and CEDI shall maintain the confidentiality of any sensitive information or documents related to the Rate Case, as required by applicable laws and regulations.

5. DURATION

5.1 This MOA shall remain in effect only for the duration of this Rate Case (RPU-2023-0002).

6. AMENDMENTS

6.1 Any amendments or modifications to this MOA shall be made in writing and agreed upon by both parties.

IN WITNESS WHEREOF, the City of [City Name], Iowa, and the Clean Energy Districts of Iowa have executed this Memorandum of Agreement as of the date first above written.

CITY OF [CITY NAME], IOWA

CLEAN ENERGY DISTRICTS OF IOWA

By:

[Name]
[Title]
[City Name]
[Street Address]
[City, State, ZIP]
[Phone Number]
[Email Address]

By: /s/ Andrew Johnson
Andrew Johnson
Executive Director
Clean Energy Districts of Iowa
P.O. Box 14
Decorah, IA 52101
(563) 382-4207
andrew.johnson@cleanenergydistricts.org

[See next page for Contribution Payment Instructions]

CONTRIBUTION PAYMENT INSTRUCTIONS - CEDI Docket Intervention

Within 30 days of the signing of the Memorandum of Agreement, the City agrees to make its financial contribution to support CEDI's intervention efforts. CEDI pledges that all funds will be used exclusively for docket intervention costs, including legal fees and expert witness compensation. Any unutilized funds will be returned to communities on a proportional basis.

By Mail:

Clean Energy Districts of Iowa

PO Box 14

Decorah, IA 52101

Please write "CEDI Docket Intervention" in the memo of check.

Any questions related to CEDI Docket Intervention contributions should be directed to:

Andrew Johnson, CEDI Executive Director

andrew.johnson@cleanenergydistricts.org

563-382-4207

City Council Meeting
Prep. Date: 11/30/2023
Preparer: Russell Farnum



Agenda Item: # 12
Agenda Date: 12/04/2023

Communication Page

Agenda Items Description: Resolution Approving the hiring a Monticello Ambulance Part-Time Paramedic and setting wage

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution

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

Synopsis: Lori Lynch and Russ Farnum interviewed another part time paramedic candidate on October 24. The candidate is well qualified and willing to accept the position.

Background: Jordan Fullerton has been a paramedic for 2 years and would like to work part time shifts to fill in paramedic coverage gaps and work 2-4 shifts per month. Jordan currently works for the Jackson County Regional Health Center as a full time paramedic, and is a member of the Maquoketa Volunteer Fire Department.

Having this addition to the paramedic staff really allows us to expand coverage for days off, vacations, sick time, disability, or other staff coverage issues, without sacrificing the ability to provide paramedic-level services.

Recommendation: A motion to approve is recommended.

The City of Monticello, Iowa

RESOLUTION # ___

Approving the hiring a Monticello
Ambulance Part-Time Paramedic and setting wage

WHEREAS, Monticello Ambulance hires Part-Time Paramedics to assist in the covering of open shifts vacated by our Full-Time staff due to time-off requests, sick time usage, and other various special events., and

WHEREAS, The City Administrator and the Lead Paramedic, interviewed candidates for the positions, and

WHEREAS, The interview committee felt this candidate was a great addition to the Part-Time Paramedic roster and wish to offer them a Part-Time Paramedic position, and

WHEREAS, The City Council has set forth starting wages for Paramedics at \$25.40 per hour starting on July 1, 2023, and

WHEREAS, The City Administrator recommends hiring the Monticello Ambulance Part-Time Paramedic and

WHEREAS, The Council finds it appropriate to follow the recommendation of the interview panel and the City Administrator, and further finds that the wages set are fair and reasonable and should, therefore, be approved.

NOW, THEREFORE, The Council hereby authorizes the hiring a Monticello Ambulance Part-Time Paramedic with a starting wage of \$25.40 per hour.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 4th day of December 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 11/29/2023
Preparer: Russell Farnum



Agenda Item: # 13
Agenda Date: 12/04//2023

Communication Page

Agenda Items Description: Discussion and Possible Motion on Lawn Mowing and Maintenance Services contract

Type of Action Requested: Motion

Attachments & Enclosures:
Existing Mowing/Maintenance Contract Pricing Proposal

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Monk’s do the mowing, spraying, aeration and other services for a large portion of City owned properties. The contract expires at the end of this year. The last time the City renewed Monk’s mowing contract, there was several Council members that clearly wanted to see the opportunity for other contractors to provide pricing and the opportunity to “bid” on the project.

Because of that, I reached out to multiple firms to submit price quotes for the chart of mowing and maintenance services (attached). The quotes provided are summarized below:

<u>Firm</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Monk's *	\$ 36,855	\$ 37,776	\$ 38,720
T's Turf Cuts	\$ 65,000	\$ 67,750	\$ 70,500
Apex Lawn Care	\$ 5893 per mow (estimated \$117,860/yr) **		
Lawns R Us	<i>Declined to Provide Pricing</i>		
Greener Side	<i>Declined to Provide Pricing</i>		
* <i>plus extra mowings estimated at \$6520 per year or \$43,375, \$44,296 & \$45,240</i>			
** <i>estimated @ 2 mows in April, one per week in May, June, July, August, and 2 mows in September, this price does not include the fertilizer, aeration etc. at an additional \$30,514.</i>			

I tried to make this as apples-to-apples as possible for pricing, of course there are always some variations, but it is clear that Monk’s is providing the City good value and pricing.

As an exercise in comparison, I also asked Jacob to work up an estimate of overhead and staff costs for doing this same level of mowing and maintenance in-house. For comparison, it would cost the City a bit over \$57,000 to perform these same services in-house.

Recommendation: Recommendation is to renew Monk’s mowing contract with updated pricing. We will present a final contract for approval at the next Council meeting.

Sites	Mowing Acres	Mow	Trim	Mulch Leaves	Collect Clippings Leaves, blow off paved areas	Round Up	Aerate	Spray	Fertilize
City Facilities - "Lawn Quality" Care - 1.5-3"	(estimated) *			(end of season)					
City Shop	0.451	X				X		X	X
Police Station	0.1	X	X		X			X	X
Fire Station	0.08	X	X		X	X		X	X
West Water Tower	0.75	X	X	X		X		X	X
North Well	0.835	X	X	X		X		X	X
South Water Tower	1.35	X		X		X		X	X
Library/Community Center	0.214	X	X		X	X		X	X
516 N. Cedar (Lot)	0.153	X	X					X	X
"Park and Ride"	0.4		X			X		X	
City Parks - "Lawn Quality" Care - 1.5-3"									
Fairgrounds/Berndes Center	18	X	X	X			X	X	X
Aquatic Center/Austin Smith Playground	4.229	X	X	X			X	X	X
Johnson Park/Kleinow Fields	7	X	X	X			X	X	X
Riverside Gardens	6.793	X	X	X			X	X	X
City Parks - "Rough Care" - 2.5-4"									
Baty Disc Golf Course/Willow Shelter	15	X	X	X					
Basketball Court/Old Diamond	2.143	X	X	X				X	X
Cedar Street Ditch	1.325	X	X	X				X	X
Northridge Detention Basin	1.778	X		X					
Jacobs Park	3.901	X	X	X				X	X
HyVee 12 acre woods (trail only)	1.5	X							
	66.002								
* acreages/Area Estimated from Beacon, does not include parkway/terrace areas									

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

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

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

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

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

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

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

MOWING SERVICE AGREEMENT

This agreement, hereinafter referred to as the "Contract", is entered into by and between the City of Monticello, hereinafter referred to as "City", and Stephen and Lisa Monk, hereinafter referred to as "Contractor".

In consideration of the mutual agreements and promises set forth herein, City and Contractor agree as follows:

1. INDEPENDENT CONTRACTOR: Contractor shall be considered an Independent Contractor. Contractor shall have no protection or benefit from and/or under the City of Monticello Collective Bargaining Agreement. Contractor shall be responsible for providing labor, supplies, materials, tools and equipment, insurance, including but not limited to Worker's Compensation coverage, necessary to perform Contractor's obligations as set forth herein.

2. CONTRACTOR OBLICATIONS/DUTIES: Contractor agrees to mow, trim, collect trimmings, remove clippings from paved areas including sidewalks, mulch at end of season, apply round up where necessary, aerate (at the end of the mowing season), apply weed control (spray) (during fall or spring – at City's request), and fertilize as set forth within the table attached hereto and marked "Exhibit A".¹

3. CONTRACTOR COMPENSATION: City will pay Contractor the sum of \$35,100.00 in return for Contractor's performance of the duties as set forth previously herein. The Contractor will be paid six (6) equal installments of \$5,850.00 commencing on the 30th of May, and on or about the 30th of each month thereafter through the month of October. The above compensation does not include compensation for the following locations which shall be compensated separately, as set out below:

1. Baty Disc Golf Course and Willow Shelter are mowed at a cost of \$176 per occurrence. (No trimming, no weeding, no fertilizing)
2. Northridge Retention is mowed at a cost of \$45 per occurrence. (No trimming, no weeding, no fertilizing)
3. 516 North Cedar Street lot, fire hydrants along South Main Street and 190th Street from 1047 South Main to south water tower lane, lane by the new (south) water tower and rest area on Amber Road at a cost of \$85.00 per occurrence (includes Round Up as needed)

¹ Contractor agrees to bag any clippings when windrows are created, to maintain grass between 1.5" and 3.0", and to collect and move all branches or other yard waste from the property to one curb/street location, to be coordinated with City Staff, near the property being maintained for the City to collect. The City shall be responsible for the collection and clean-up of sticks/branches before the mowing season commences and after major wind events or storms. When using round-up where approved, Contractor shall maintain areas free of dead/dying sprayed weeds. (i.e. Leaving "dead" sprayed weeds exceeding 3.0" in height is unacceptable.)

4. **TERM OF CONTRACT:** The Contractor shall provide the above-delineated services to the City from January 1, 2021 through December 31, 2023.

5. **RENEWAL:** The parties agree that this Contract shall automatically renew for a like term at the end of the Contract term, and annually thereafter until terminated by either party pursuant to the termination provisions set forth herein. No notice, other than these provisions, shall be required by the City to terminate this Contract at the end of the Contract Term.

6. **TERMINATION OF CONTRACT DURING TERM:** The City Council may terminate the services of Contractor at any time by giving Contractor written notice delivered by regular mail to Contractor at 20189 210th Avenue, Monticello, Iowa 52310. The Contract may only be terminated for just cause, and only after the Contractor has been given an opportunity to meet with the Mayor and City Administrator to discuss the problems and/or issues bringing about the proposed termination. The City Administrator, after consultation with the Mayor, shall determine whether or not the Contract should continue or, in the alternative, the Contract should be terminated. In the event of termination for just cause the City shall pay the Contractor on a pro-rated basis for work performed.

7. **LICENSES/PERMITS:** Contractor shall provide proof to the City that Contractor is licensed to dispense and/or apply fertilizer(s) and/or pesticide(s) pursuant to the terms of this contract. It shall be the sole obligation of Contractor to obtain necessary licenses/permits. Prior to the application of any fertilizer(s) or pesticide(s) the contractor shall notify the City of the intended application and provide information to the City in regard to the products intended to be applied.

8. **INSURANCE:** Contractor shall obtain and maintain liability insurance in the following dollar amounts during the term of this contract:

Bodily injury liability	\$ 500,000 per occurrence
Property damage	\$ 500,000 per occurrence
Medical payments	\$ 5,000 per person
Products and or completed work	\$ 500,000
Fire, legal liability	\$ 50,000 per occurrence
Personal and advertising liability	\$ 500,000
Aggregate limits	
a) General coverage	\$ 1,000,000
b) Products and/or completed work	\$ 1,000,000

Said insurance shall be paid in full prior to the commencement of the Contract Term and the Contractor shall provide proof of said insurance and the full payment of the premium associated therewith, prior to the commencement of the Contract term.

9. **INDEMNIFICATION:** Contractor shall defend, hold harmless, and indemnify the City from and against any claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of or otherwise associated with the Contractor's duties. Contractor shall in the event of litigation be required to reimburse the City for any and all reasonable attorney fees incurred by the City associated with and arising out of the acts or omissions of the Contractor related to and/or associated with the Contractor's performance of its duties set forth herein.

10. **EFFECTIVE DATE:** This Contract shall be effective and enforceable upon approval of the Monticello City Council.

Signed and dated this 21st day of June, 2021.

Stephen Monk, Contractor

Lisa Monk, Contractor

Signed and dated this 21st day of June, 2021.

Attest:

City of Monticello
Brian R. Wolken, Mayor

Sally Hinrichsen, City Clerk

Exhibit A Mowing Locations / Responsibilities

	Mo w	Tri m	Collect	Off Paved	Mulch ²	Roun d Up	Aerate ³	Spray	Fertiliz e
City Shop	X					X		X	X
Emergency Response Ctr.	X	X		X				X	X
Fire Station	X			X		X		X	X
Water Towers	X					X		X	X
North Well	X					X		X	X
Library	X	X		X				X	X
Berndes Center	X	X			X			X	X
Aquatic Center (Outside) ⁴	X	X			X		X	X	X
Aquatic Center (Inside)	X	X	X ⁵				X	X	X
Fountain Park	X	X			X		X	X	X
Riverside Gardens	X	X			X		X	X	X
Ball Diamonds ⁶	X						X	X	X
Jacobs Park ⁷	X	X			X			X	
Fairgrounds	X	X			X		X	X	X
Along Stream/Pool	X	X			X			X	X
Lot by "Lions" Diamond (Old)	X	X						X	X
Maple Street "Ditch" 9 th -10 th Street		X							
Baty Disc Golf*	X			(Off Trail)	X				
Willow Shelter*	X			(Off Trail)					
Northridge Retention*	X								
N Cedar St lot, fire hydrants along S Main St & 190 th St, water tower lane and rest area on Amber Road	X					X			

*See notes in Contractor Compensation portion of agreement with regard to these locations.

² Mulch leaves at end of season at all locations if there are significant leaves on the property.

³ Aerate Inside Aquatic Center/Ball Diamonds yearly (spring), all other noted location on even years (i.e.2022, 2024, etc.)

⁴ Includes City property adjacent to and or around the football field, including the area near the basketball court, but not including the areas within the fenced confines of the football field

⁵ Leading into Memorial and Labor Day Holiday weekends.

⁶ Ball Diamonds shall include the following: Jaycee, Kleinow and "Lions" Diamond (Old)

⁷ Including weed whipping of ditch area as needed.

Steve Monk Construction and Lawn Care

2019 210th Ave.

Monticello, IA. 52310

City of Monticello,

200 East 1st Street

Monticello, IA. 52310

Proposed price increase for city of Monticello lawn care.

Current 2023 \$35,100

1st year 5% increase 2024 \$1,755

\$36,855

2nd year 2.5% increase 2025 \$921

\$37,776

3rd year 2.5% increase 2026 \$944

\$38,720

City Council Meeting
Prep. Date: 11/29/2023
Preparer: Russell Farnum



Agenda Item: # 14
Agenda Date: 12/04/2023

Communication Page

Agenda Items Description: Discussion of Logo on South Water Tower

Type of Action Requested: Discussion and possible Motion

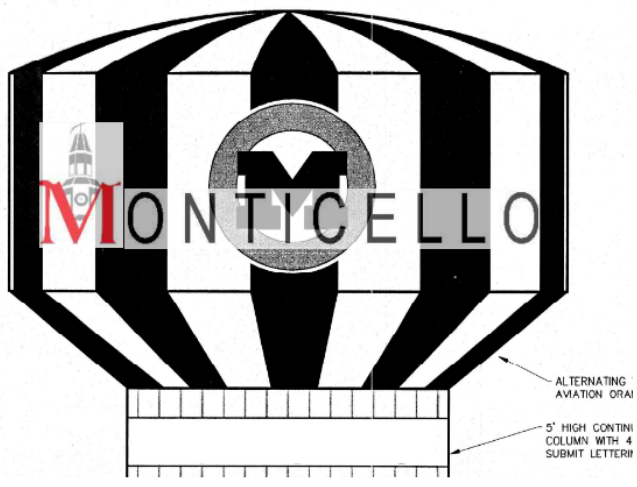
Attachments & Enclosures:

Concepts

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

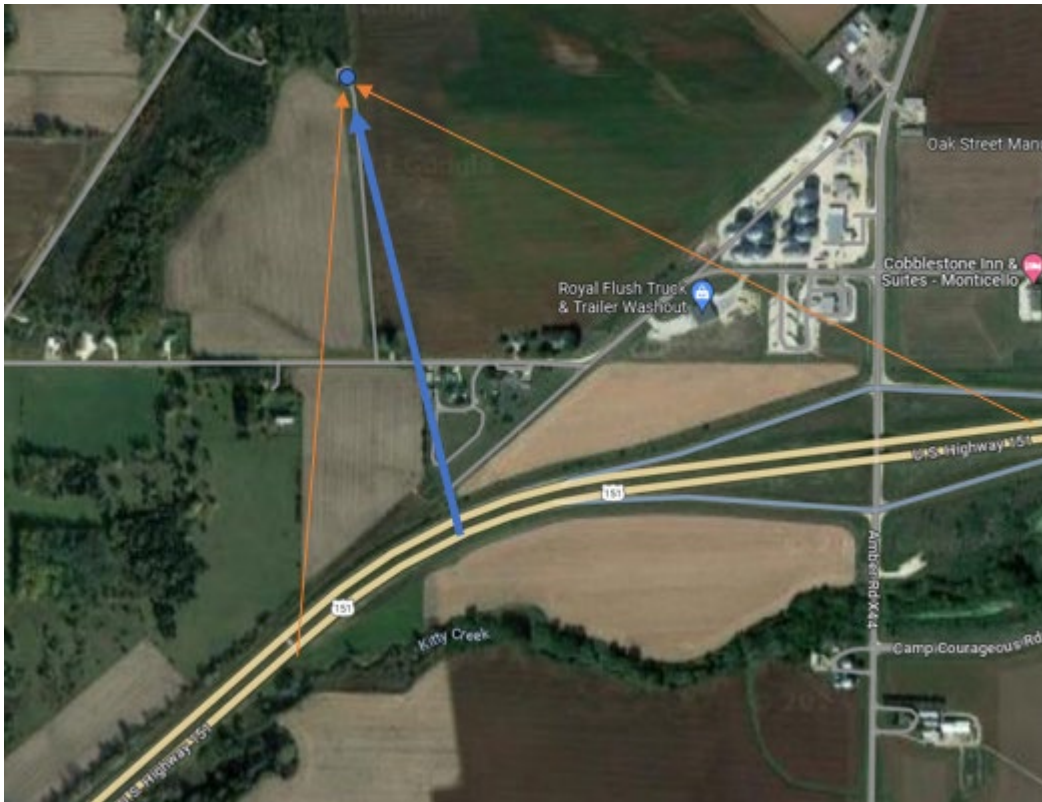
Synopsis: The south water tower is planned to be painted next year. The remaining piece of the engineering prior to going to bid is the location and size of any logos or lettering to be placed on the tower.

The current logo on the south tower is the City's "old" logo, pictured below. Also below is a concept with the new logo and Monticello name.



Here are my thoughts, for what they are worth:

1. The current logo is really too small to see clearly from the 4-lane, the new logo needs to be nearly as tall as the vertical sides of the “bulb” of the tower;
2. With the FAA striping requirements, putting the whole “Monticello” on the tower may be too “busy”, but it would be nice to see (in order to distinguish Monticello from other communities that start with M);
3. The red in Monticello’s new logo will clash with the “safety orange” we need to use with the FAA striping, so we should consider an all-black logo on white background;
4. It would be nice to see the logo from both directions on the 4-lane. When driving, you can see the tower well before you can see the logo, from both the north and south. The visibility range is outlined with the orange arrows below, the current logo is shown by the blue arrow.



Recommendation: Council discussion and direction is requested.

If simply the logo is chosen, I recommend that it be rendered simply in black, gray and white to avoid confusion with the safety orange. I recommend the logo be almost the full height of the vertical wall of the “bulb” of the tower.

If the Council chooses to add the full “Monticello” I recommend that it be black letters on a white background. I also recommend that the lettering be placed so that it wraps roughly between the orange arrows on the photo above.

City Council Meeting
Prep. Date: 11/29/2023
Preparer: Russell Farnum



Agenda Item: # 15
Agenda Date: 12/04/2023

Communication Page

Agenda Items Description: Discussion and possible motion on sale of City owned property west of (behind) 230 S. Cedar Street (Danelle and Juneau Johnson)

<u>Type of Action Requested:</u> Motion	
<u>Attachments & Enclosures:</u>	<u>Fiscal Impact:</u> Budget Line Item: Budget Summary: Expenditure: Revenue:

Synopsis: Danelle and Juneau Johnson have inquired about possibly buying some City property behind their home. This area is part of the old railroad right of way and is currently used as an alley, but has a large yard area behind their garage.

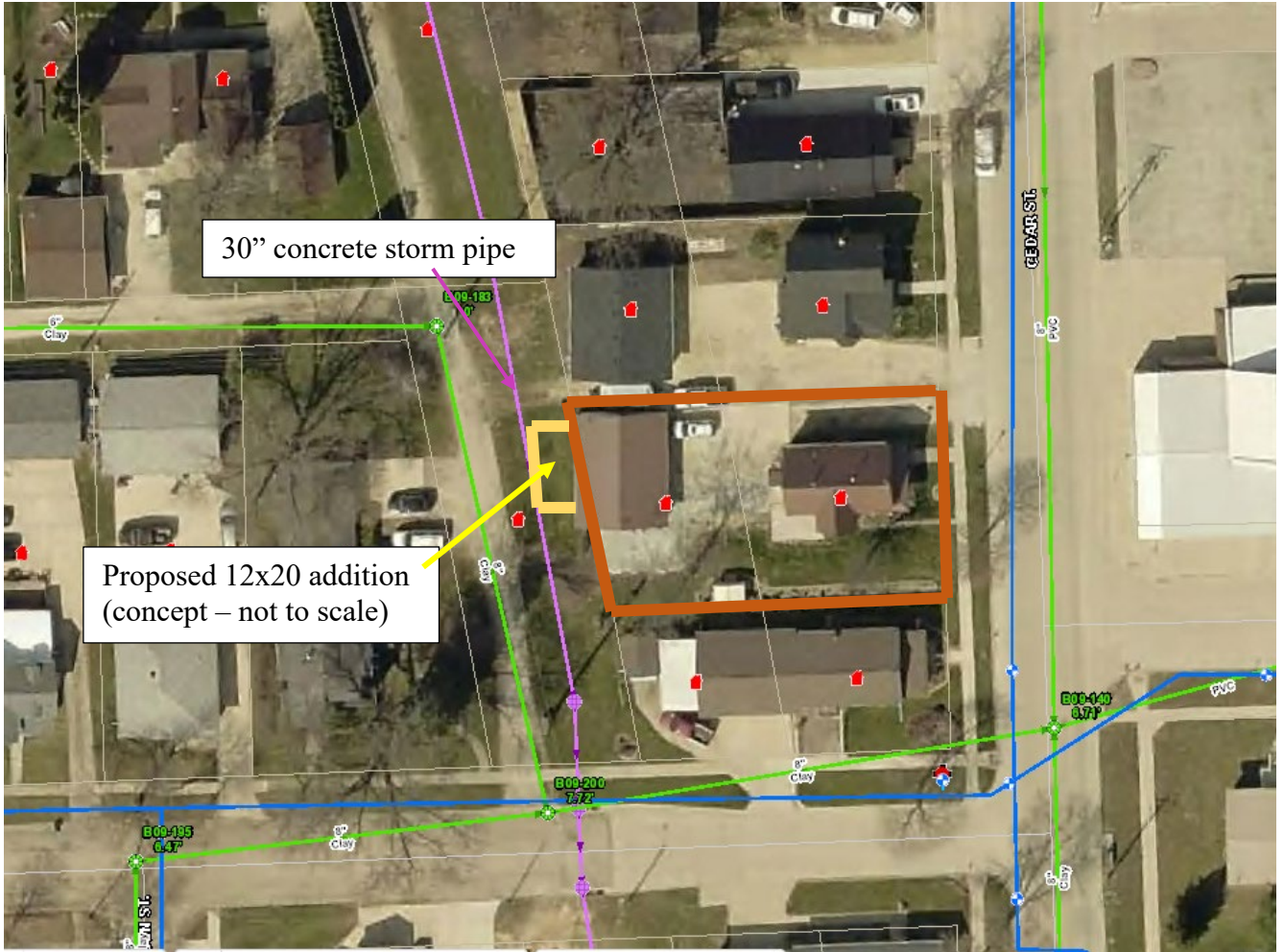
Before having the land surveyed and investing a lot of time and money in their request, we agreed it would be best to get a reading from the Council to judge whether the Council is even willing to sell that land.

Background: Danelle and Juneau Johnson own the home at 230 S. Cedar Street. The property is improved with a large detached garage in the back yard, The City owns the property behind their garage, which already appears to be partially on City land.

The Johnson's would like to add onto the garage to add more storage space. The addition would be about 10 or 12 feet wide and 16 feet long, and would be located 3-4 feet south of the corner of the existing garage (because that is where the LP tank is now).

A very rough diagram is on the following page. There is a storm sewer in that area, which the City could keep an easement over and still sell the land to Johnson's. The City would want to maintain enough land to keep the alleyway open for a connection through. Otherwise the City has little purpose for this land.

Recommendation: The Johnson's are asking for consideration so they know how to plan for their project. Council direction is requested.



30" concrete storm pipe

Proposed 12x20 addition
(concept - not to scale)

E00-195
6.37

E00-183
7.7

E00-200
7.72

E00-440
3.77

8" Clay

8" Clay

8" Clay

CEDAR ST

6" PVC

6" PVC

8" Clay

City Council Meeting
Prep. Date: 11/29/2023
Preparer: Sally Hinrichsen



Agenda Item: # 16-25
Agenda Date: 12/04/2023

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:

- 16. City Engineer
- 17. Mayor
- 18. City Administrator
- 19. Police Chief
- 20. Water/Wastewater Superintendent
- 21. Park and Recreation Director
- 22. Library Director
- 23. Ambulance Director
- 24. City Clerk
- 25. Public Works Director