

City of Monticello, Iowa

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Monticello City Council Meeting August 19, 2024 at 6:00 p.m.
Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

Mayor:	Wayne Peach	Staff:	
City Council:		City Administrator:	Russell Farnum
At Large:	Josh Brenneman	City Clerk/Treas.:	Sally Hinrichsen
At Large:	Scott Brighton	Police Chief:	Britt Smith
At Large:	Jake Ellwood	Library Director:	Faith Brehm
At Large:	Dave Goedken	Public Works Dir.:	Nick Kahler
At Large:	Candy Langerman	Water/Wastewater Sup.:	Jim Tjaden
At Large:	Mary Phelan	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	August	5, 2024
Approval of Payroll	August	8, 2024
Approval of Bill List		
Approval of Treasurer's Report	July 2024	
Approval of Whiskey River alcohol license		

Presentation:

1. **Presentation** – Lucas Gobeli on New Ticket Building/Main Entry at Fairgrounds

Motions:

2. **Discussion and possible motion** regarding Marvin Kelchen Fence building permit application

Resolutions:

3. **Resolution** Approving the hiring a Monticello Ambulance Full-Time EMT and setting wage
4. **Resolution** Finally Accept South Water Tower Repainting and Maintenance Project, and Releasing Retainage in the amount of \$15,216.49
5. **Resolution** Adopting the City of Monticello Cash Management and Internal Control policy
6. **Resolution** Approving Final Report generated as a result of City of Monticello Goal Setting meeting held on July 15, 2024
7. **Resolution** Awarding the Aquatic Center Basin and Wading Pool Resurfacing Project to Claussen Painting in the amount of \$29,950

Ordinances:

8. **Ordinance** Adding New Subsections to Chapter 69, Parking Regulations, Section 08 “No Parking Zones on portions of East Grand Street and East Washington Street” (1st reading)
9. **Ordinance** Adding a New Chapter Establishing an Emergency Medical Services Department (1st reading)

Reports / Potential Actions:

10. City Engineer
11. Mayor
12. City Administrator
13. Library Director
14. Ambulance Director
15. City Clerk
16. Public Works Director
17. Police Chief
18. Water/Wastewater Superintendent
19. Park and Recreation Director

Work Sessions:

20. Work Session on Goal Setting Follow Up Implementation
21. Work Session/Discussion on Republic Contract

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: August 19, 2024 Council Meeting

Time: Aug 19, 2024 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81165194222>

Meeting ID: 811 6519 4222

One tap mobile

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

Meeting ID: 811 6519 4222

Find your local number: <https://us02web.zoom.us/j/81165194222>

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Regular Council Meeting
August 5, 2024, 6:00 P.M.
Community Media Center

Mayor Wayne Peach called the meeting to order. Council present were: Josh Brenneman, Dave Goedken, Candy Langerman, Mary Phelan and Jake Ellwood. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Library Director Faith Brehm, Park & Rec Director Jacob Oswald, Public Works Director Nick Kahler, Water/Wastewater Superintendent Jim Tjaden, Police Chief Britt Smith, Ambulance Director Lori Lynch and City Engineer Patrick Schwickerath. Council member Scott Brighton was absent. The public was invited to attend the meeting in person, or to participate in the meeting electronically via “Zoom Meetings” or “Facebook” and were encouraged to communicate from the chat or message.

Brenneman moved to approve the agenda; Ellwood seconded, roll call was unanimous.

Bud Coyle, 515 N Sycamore, questioned why he was advised he could not drive in the Park/Fairgrounds. Smith stated he talked to Coyle about this and the issue was that he drove across the grass. He talked to someone on a golf cart earlier that day and advised them also that they need to stay on the roads and not drive across the grass.

Phelan moved to approve the consent agenda; Brenneman seconded. Roll call was unanimous.

Mayor opened Public Hearing on proposed Development Agreement with Highland Corp. No public comments were received. Mayor closed the hearing. Farnum advised the agreement is being reviewed, but has not yet been fully vetted by the City Attorney, Bond Counsel, or the developer; and will bring agreement back to Council for final approval.

Mayor opened the public hearing on designation of Amended Monticello Urban Renewal Plan, to include Highland Corp Project. No public comments were received. Mayor closed the hearing. Brenneman moved to approve Resolution #2024-111 To Approve Amendment to Urban Renewal Plan to include Development Agreement and Economic Incentives to Highland Corp, Langerman seconded. Roll call was unanimous.

Goedken moved to approve Resolution #2024-112 Approving Kristofer & Monica Lyons Tax Abatement Application related to Residential Improvements constructed at 308 North Gill Street, Monticello, Iowa, Ellwood seconded. Roll call was unanimous.

Goedken moved to approve Resolution #2024-113 Approving Dennis & Kay Fear Tax Abatement Application related to Residential Improvements constructed at 676 North Chestnut Street, Monticello, Iowa, Langerman seconded. Roll call was unanimous.

Goedken moved to approve Resolution #2024-114 Approving Plat of Survey to Parcel 2024-39 and Parcel 2024-40, Brenneman seconded. Roll call was unanimous.

Goedken moved to approve Resolution #2024-115 Approving the Preliminary and Final Plat of Brad Stephen’s Fourth Addition, Jones County, Iowa, a subdivision of Lot 1 of

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Fourth Addition, all in Jones County, Iowa, Brenneman seconded. Roll call was unanimous.

Goedken moved to approved Resolution #2024-116 Approving Robert F. and Jan M. Hinz Voluntary Pre-Annexation Agreement, Ellwood seconded. Roll call was unanimous.

Langerman moved to approve Resolution #2024-117 Approving Change Order #5 in the increased amount of \$1,008.00, submitted by Boomerang related to the Monticello Airport Taxiway Connector Project, Phelan seconded. Roll call was unanimous.

Ellwood moved to approved Resolution #2024-118 Approving Pay Request #7 related to the Monticello Airport Taxiway Connector project, to Boomerang, which includes the retainage, in the amount of \$48,676.11, Brenneman seconded. Roll call was unanimous.

Brenneman moved to approve Resolution #2024-119 Acknowledging the completion and Acceptance of Monticello Airport Apron/Taxiway Improvements project, Langerman seconded. Roll call was unanimous.

Goedken moved to approve Resolution #2024-120 Approving Change Order #2, in the increased amount of \$513.50 submitted by Eastern Iowa Excavating & Concrete, LLC related to the N. Chestnut Street Reconstruction Project, Ellwood seconded. Roll call was unanimous.

Ellwood moved to approve Resolution #2024-121 Approving Pay Request #3 to Eastern Iowa Excavating & Concrete, LLC, Re: N. Chestnut Street Reconstruction Project in the amount of \$196,690.66, Phelan seconded. Roll call was unanimous.

Schwickerath gave an update on the North Chestnut Street Project and advised it was near completion.

Farnum advised he would be attending the Downtown Conference in Cedar Rapids the next two days.

Tjaden advised the Lead Survey report due to the DNR by October 16th, was completed and submitted. He stated that the water inspection would be done tomorrow.

Oswald gave update on tree removal in parks. He requested bids for the pool painting and will have on next agenda. He stated Monti Days is this weekend. Black Hills Energy is giving away trees, but need to pre-register for them.

Brehm gave an update on the Summer Reading Program and the Foam Blaster event to close to program.

Brehm and Smith invited everyone to come to the Library for National Night Out for Beat the Officers. They will be playing Mario Kart with a fun twist with the aid of Alcohol Impairment Goggles.

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Lynch reported the good weather during the fair aided in an uneventful week.

Hinrichsen gave update on fiscal year end reports completed.

Kahler advised they are working on tree removal. Summer help will be leaving soon and Public Works will be helping with weed whipping and mowing at the cemetery. Kahler advised someone reported a grapefruit size hole in the street by City Hall. While investigating the hole, it was determined the hole to be much larger. Cascade Communications' contractor, Central Cable, bore through the City storm sewer, which caused the ground to erode under the street.

Smith reported receiving \$3,000 grant from the Dubuque Racing Assn. for police safety equipment and the Theisen's grant for speed signage. He also reported that they received 13 applications for the police officer position.

Council held a work session on the 6th Street Ditch Project. Schwickerath gave a PowerPoint presentation on the proposed project. Several property owners were in attendance and asking questions on who would be responsible for the maintenance of ditch, easements required, and culvert under Hwy 38. Schwickerath reviewed the proposed timeline and permits that would be needed. No action was taken.

Council held a work session on the Goal Setting session and the Follow Up Report. Derek Lumsden, who facilitated the goal setting session in July. presented the report. Council requested the report be placed on the next agenda for approval with another work session on follow-up of the goal setting report. No action was taken.

Council held a work session on the Cash Management and Internal Control Policy. No action was taken.

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

Wayne Peach, Mayor

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - AUGUST 8, 2024

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	July 22 - August 4, 2024				
Chris Bell	\$ 425.90	\$ -	0.00	0.00	\$ 366.86
Jamie Coleman	2,383.92	166.32	0.00	0.00	1,851.46
Jordan Fullerton	848.36	-	0.00	0.00	720.29
Mason Hanson	644.49	-	0.00	0.00	520.43
Lori Lynch	3,173.85	-	0.00	0.00	2,101.46
Coletta Matson	2,217.60	-	12.00	12.00	1,478.03
Kody Miles	328.00	-	0.00	0.00	282.27
Chloe Mogensen	519.75	-	0.00	0.00	347.04
Mandy Norton	542.60	-	0.00	0.00	439.58
Shirlee Scott	2,147.62	10.02	0.00	0.00	1,610.83
Reggie Welter	772.00	-	0.00	0.00	641.08
Curtis Wyman	1,930.50	-	0.00	30.75	1,335.74
TOTAL AMBULANCE	\$ 15,934.59	\$ 176.34	12.00	42.75	\$ 11,695.07
CEMETERY	July 22 - August 4, 2024				
Sawyer Brokaw	\$ 823.50	\$ -	0.00	0.00	\$ 724.00
Dan McDonald	2,106.40	-	0.00	0.00	1,551.08
Anthony Williams	1,189.50	-	0.00	0.00	1,002.59
TOTAL CEMETERY	\$ 4,119.40	\$ -	0.00	0.00	\$ 3,277.67
CITY HALL	July 22 - August 4, 2024				
Cheryl Clark	\$ 2,298.73	\$ 10.73	3.00	8.25	\$ 1,581.87
Russ Farnum	3,711.54	-	0.00	0.00	2,462.49
Sally Hinrichsen	3,192.54	-	0.00	0.00	1,944.95
Nanci Tuel	2,176.80	-	0.00	0.00	1,580.77
TOTAL CITY HALL	\$ 11,379.61	\$ 10.73	3.00	8.25	\$ 7,570.08
FIRE	July 22 - August 4, 2024				
Joe Bayne	\$ 208.33	\$ -	0.00	0.00	\$ 192.39
Billy Norton	166.67	-	0.00	0.00	143.57
Johnny Russ	125.00	-	0.00	0.00	115.44
TOTAL FIRE	\$ 500.00	\$ -	0.00	0.00	\$ 451.40
LIBRARY	July 22 - August 4, 2024				
Faith Brehm	\$ 1,764.00	\$ -	0.00	0.00	\$ 1,342.89
Molli Hunter	1,305.60	-	0.00	0.00	1,032.83
Penny Schmit	1,549.60	-	0.00	0.00	1,090.00
Jacqueline Stadtmueller	420.00	-	0.00	0.00	387.87
TOTAL LIBRARY	\$ 5,039.20	\$ -	0.00	0.00	\$ 3,853.59
MBC	July 22 - August 4, 2024				
Grace Dupuy	\$ 1,655.77	\$ -	0.00	0.00	\$ 1,267.70
Jacob Oswald	2,533.92	-	0.00	0.00	1,914.42
Peyton Schilling	106.75	-	0.00	0.00	98.58
Ambrose Williams	1,170.00	-	0.00	0.00	987.86
TOTAL MBC	\$ 5,466.44	\$ -	0.00	0.00	\$ 4,268.56
POLICE	July 22 - August 4, 2024				
Zach Buehler	\$ 668.16	\$ -	0.00	0.00	\$ 572.68

PAYROLL - AUGUST 8, 2024

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Dawn Graver	2,945.60	-	0.00	0.00	2,143.00
Erik Honda	3,144.12	-	0.00	6.00	2,341.94
Jordan Koos	3,278.16	-	9.75	24.75	2,202.72
Cole Millard	3,211.80	477.00	0.00	0.00	2,170.34
Britt Smith	3,561.31	-	0.00	0.00	2,632.05
Madonna Staner	1,819.20	-	0.00	0.00	1,351.25
Brian Tate	3,476.98	-	0.00	0.00	2,589.18
TOTAL POLICE	\$ 22,105.33	\$ 477.00	9.75	30.75	\$ 16,003.16

POOL	July 19 - August 1, 2024				
Lydia Ahlrichs	\$ 679.88	\$ -	0.00	0.00	\$ 575.83
Allisen Capron	128.13	-	0.00	0.00	118.33
Collin Cashner	245.00	-	0.00	0.00	226.26
Marlee Chapman	275.63	-	0.00	0.00	254.54
Skylar Christensen	160.00	-	0.00	0.00	147.76
Reece Drew	261.00	-	0.00	0.00	241.04
Jill Flynn	1,234.47	-	0.00	0.00	1,139.74
Stella Flynn	358.31	-	0.00	0.00	330.89
Sullivan Flynn	33.69	-	0.00	0.00	31.11
Grant Gassman	131.69	-	0.00	0.00	121.62
Taylor Gassman	459.38	-	0.00	0.00	424.24
Ella Glawatz	88.75	-	0.00	0.00	81.96
Emma Hardersen	292.50	-	0.00	0.00	270.12
Lacie Koppes	183.94	-	0.00	0.00	169.87
Karle Kramer	52.06	-	0.00	0.00	48.08
Carter Kuehler	166.56	-	0.00	0.00	153.81
Carlos Lagunes-Torres	240.88	-	0.00	0.00	222.46
Zoe Lagunes-Torres	354.00	-	0.00	0.00	326.92
Lanie Luensman	318.44	-	0.00	0.00	294.08
Adalyn Monk	153.75	-	0.00	0.00	141.99
Addison Norton	152.50	-	0.00	0.00	140.83
Gage Rickels	269.06	-	0.00	0.00	248.48
Samantha Ruchti	395.06	-	0.00	0.00	364.84
Brynn Schmit	510.00	-	0.00	0.00	470.98
Alexis Schneiter	366.00	-	0.00	0.00	338.00
Emma Schwendinger	1,012.82	-	0.00	0.00	935.34
Kendall Siebels	370.56	-	0.00	0.00	342.22
River Smith	646.19	-	0.00	0.00	584.57
Marissa Speltz	160.00	-	0.00	0.00	147.76
Katherine Stadtmueller	636.00	-	0.00	0.00	579.90
Karley Tobiason	170.00	-	0.00	0.00	156.99
Brock Westphal	529.81	-	0.00	0.00	489.28
Abigail Wright	404.25	-	0.00	0.00	373.33
Lily Wright	72.50	-	0.00	0.00	66.95
TOTAL POOL	\$ 11,512.81	\$ -	0.00	0.00	\$ 10,560.12

ROAD USE	July 22 - August 4, 2024				
Zeb Bowser	\$ 2,066.40	\$ -	1.50	9.25	\$ 1,568.81
Jacob Gravel	2,066.41	-	0.00	0.00	1,519.77
Nick Kahler	2,578.35	-	0.00	0.00	1,832.70

PAYROLL - AUGUST 8, 2024

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Jasper Scott	2,066.40	-	1.50	1.50	1,595.92
TOTAL ROAD USE	\$ 8,777.56	\$ -	3.00	10.75	\$ 6,517.20
SEWER	July 20 - August 2, 2024				
Jim Tjaden	\$ 2,928.12	\$ -	0.00	0.00	\$ 2,116.09
TOTAL SEWER	\$ 2,928.12	\$ -	0.00	0.00	\$ 2,116.09
WATER	July 20 - August 2, 2024				
Scott Hagen	\$ 2,126.40	\$ -	3.00	13.50	\$ 1,670.52
Josh Willms	2,126.40	-	1.50	12.00	1,416.87
TOTAL WATER	\$ 4,252.80	\$ -	4.50	25.50	\$ 3,087.39
TOTAL - ALL DEPTS.	\$ 92,015.86	\$ 664.07	32.25	118.00	\$ 69,400.33

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING	849.65			
AT&T MOBILITY	PD CELL PHONES	548.26			
BAKER PAPER CO INC	PD BUILDING SUPPLIES	61.08			
JACOB HEINSIUS	PD PEST CONTROL	42.50			
CITY OF ANAMOSA	PD JCERT EXPENSES	2,000.00			
JOHN DEERE FINANCIAL	PD SUPPLIES	10.73			
LAPORTE MOTOR SUPPLY	PD SUPPLIES	17.90			
DAVID B MCNEILL	PD SUPPLIES	10.98			
MICHAEL'S CLOTHING	PD EQUIP REPAIR/MAINT	16.00			
MONTECELLO COMM SCHOOL DISTRICT	PD FUEL	987.07			
PALMETTO STATE ARMORY LLC	PD WEAPONS & AMMUNITION	2,075.00			
RED'S TOWING & RECOVERY, INC.	PD FAIR OPERATING	650.00			
MIKE ROBERTSON	PD FAIR OPERATING	100.00			
UNITED RENTALS (NORTH AMERICA)	PD FAIR OPERATING	2,124.00			
REGGIE WELTER	PD FAIR OPERATING	100.00			

	110 POLICE DEPARTMENT TOTAL		9,593.17		
STREET LIGHTS					
ALLIANT ENERGY-IES	416 E 2ND STREETLIGHTS	251.64			

	230 STREET LIGHTS TOTAL		251.64		
AQUATIC CENTER					
CENTRAL IOWA DISTRIBUTING INC	POOL BUILDING SUPPLIES	75.00			
DIAMOND PI COMPANY	POOL CONCESSIONS	51.00			
FAREWAY STORES #840-1	POOL CONCESSIONS	128.24			
DARLENE FARRINGTON	POOL DAMAGE DEPOSIT REFUND	200.00			
STATE HYGIENIC LABORATORY	POOL LAB TEST	14.50			
JONES CO ENVIRONMENTAL SERVICE	POOL ANNUAL INSPECTION	463.00			
MYERS-COX CO.	POOL CONCESSIONS	465.62			

	440 AQUATIC CENTER TOTAL		1,397.36		
CEMETERY					
MONTECELLO COMM SCHOOL DISTRICT	CEMETERY FUEL	551.55			

	450 CEMETERY TOTAL		551.55		
CLERK/CITY ADMIN					
MOLLI JENN HUNTER	JANITORIAL SERVICES	262.50			

	620 CLERK/CITY ADMIN TOTAL		262.50		
ENGINEER					
SNYDER & ASSOCIATES, INC	ENGINEERING FEES	3,178.81			

	640 ENGINEER TOTAL		3,178.81		
CITY HALL/GENERAL BLDGS					
JACOB HEINSIUS	CH PEST CONTROL	70.00			
JONES COUNTY TOURISM ASSOC	CH CONTRIBUTION	2,645.60			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
SYCAMORE MEDIA CORP	CH ADVERTISING	440.09			
U.S. POSTAL SERVICE(CMRS-FP)	CH POSTAGE	1,500.00			
	650 CITY HALL/GENERAL BLDGS TOTAL	4,655.69			
	001 GENERAL TOTAL	19,890.72			
MONTICELLO BERNDES CENTER					
PARKS					
ALLIANT ENERGY-IES	MBC ELECTRIC	2,618.48			
RYKER NICHOLAS HEIN	MBC REFEREE FEES	20.00			
MOLLI JENN HUNTER	JANITORIAL SERVICES	192.50			
IOWA PARK & RECREATION ASSN	MBC MEMBERSHIP DUES - OSWALD	540.00			
JOHN DEERE FINANCIAL	MBC EQUIP REPAIR/MAINT	105.40			
STEVE MONK CONSTRUCTION	MBC MOWING CONTRACT	6,142.50			
MONTICELLO COMM SCHOOL DISTRCT	MBC MYBSA LEAGUE EXPENSE	1,153.84			
NEXT GENERATION PLBG & HTG LLC	MBC BLDG REPAIR/MAINT	150.00			
SPAHN & ROSE LUMBER CO INC	MBC BLDG REPAIR/MAINT	32.47			
RUTH ZIRKELBACH	MBC SHELTER RENTAL REFUND	20.00			
	430 PARKS TOTAL	10,975.19			
	005 MONTICELLO BERNDES CENTER TOTAL	10,975.19			
TOURNAMENT FUND-GEN CKG					
PARKS					
JOHN DEERE FINANCIAL	MBC TOURNAMENT CONCESSIONS	18.68			
	430 PARKS TOTAL	18.68			
	012 TOURNAMENT FUND-GEN CKG TOTAL	18.68			
FIRE					
FIRE					
AT&T MOBILITY	FIRE TABLET	41.27			
JOE BAYNE	FIRE DUES	250.00			
FREESE MOTORS INC	FIRE VEHICLE REPAIR/MAINT	115.00			
KARDES INC	FIRE FUEL	18.66			
MONTICELLO COMM SCHOOL DISTRCT	FIRE FUEL	319.94			
	150 FIRE TOTAL	744.87			
	015 FIRE TOTAL	744.87			
AMBULANCE					
AMBULANCE					
AARON'S AUTOMOTIVE LLC	AMB VEHICLE OPERATING	841.32			
AT&T MOBILITY	AMB CELL PHONES	72.28			
BAKER PAPER CO INC	AMB BUILDING SUPPLIES	61.08			
JACOB HEINSIUS	AMB PEST CONTROL	42.50			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES	1,987.10			
CR PHARMACY SERVICE INC	AMB MEDICAL SUPPLIES	175.00			
KARDES INC	AMB FUEL	53.18			
LIFEMED SAFETY INC	AMB MEDICAL SUPPLIES	279.36			
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL	904.12			
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	7,906.35			
3B MEDICAL INC	AMB MEDICAL SUPPLIES	83.61			
UNITY POINT HEALTH	AMB PHARMACY SUPPLIES	332.03			

	160 AMBULANCE TOTAL		12,737.93		

	016 AMBULANCE TOTAL		12,737.93		

POLICE IMPROVEMENT POLICE DEPARTMENT ZACHARY D LONG	POLICE IMP LOCK BOX	75.00			

	110 POLICE DEPARTMENT TOTAL		75.00		

	026 POLICE IMPROVEMENT TOTAL		75.00		

LIBRARY IMPROVEMENT LIBRARY BAKER & TAYLOR BOOKS	LIB IMP BOOKS	104.30			

	410 LIBRARY TOTAL		104.30		

	030 LIBRARY IMPROVEMENT TOTAL		104.30		

LIBRARY LIBRARY BAKER & TAYLOR BOOKS	LIB BOOKS	98.48			
CULLIGAN TOTAL WATER -	LIB BUILDING SUPPLIES	30.30			
MOLLI JENN HUNTER	JANITORIAL SERVICES	280.00			
JOHN DEERE FINANCIAL	LIB GROUNDS SUPPLIES	14.97			
MICRO MARKETING LLC	LIB BOOKS	30.20			

	410 LIBRARY TOTAL		453.95		

	041 LIBRARY TOTAL		453.95		

AIRPORT AIRPORT ALLIANT ENERGY-IES	20373 HWY 38 AIRPORT ELECTRIC	29.25			
MONTICELLO AVIATION INC	AIRPORT EQUIP REPAIR/MAINT	2,839.27			

	280 AIRPORT TOTAL		2,868.52		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	046 AIRPORT TOTAL		2,868.52		
ROAD USE					
STREETS					
ALLIANT ENERGY-IES	STOP SIGNS - N MAIN ST		45.40		
AT&T MOBILITY	RU INTERNET FOR TRAFFIC LIGHTS		129.81		
ZACHARY ADAM BOWSER	RU TREE & STUMP REMOVAL		1,440.00		
BRIAN CROWLEY	RU SUPPLIES		299.80		
HENNICK TREE SERVICE LLC	RU TREE REMOVAL		4,975.00		
HOTSY CLEANING SYSTEMS	RU EQUIP REPAIR/MAINT		434.00		
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT		324.34		
K&S MACHINING AND METAL	RU EQUIP REPAIR/MAINT		1,219.02		
KROMMINGA MOTORS INC	RU MINI EXCAVATOR RENTAL		605.00		
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT		84.30		
DAVID B MCNEILL	RU STREET MAINTENANCE SUPPLIES		69.03		
MONTECELLO COMM SCHOOL DISTRICT	RU FUEL		1,341.85		
L.L. PELLING CO	RU STREET MAINTENANCE SUPPLIES		843.15		
MATHY CONSTRUCTION	RU STREET MAINTENANCE SUPPLIES		1,490.80		
MARK SCHMITZ	RU EQUIP REPAIR/MAINT		174.50		
SPAHN & ROSE LUMBER CO INC	RU STREET MAINTENANCE SUPPLIES		118.71		
	210 STREETS TOTAL		13,594.71		
	110 ROAD USE TOTAL		13,594.71		
TIF PROJECT					
STREETS					
JONES COUNTY RECORDER	NORTH CHESTNUT ST EASEMENTS		34.00		
SNYDER & ASSOCIATES, INC	NORTH CHESTNUT STREET PROJECT		18,089.91		
	210 STREETS TOTAL		18,123.91		
	325 TIF PROJECT TOTAL		18,123.91		
CAPITAL IMPROVEMENT					
CAPITAL PROJECTS					
HDR ENGINEERING INC	CAP IMP 2021 TAXIWAY/APRON		548.50		
IOWA DEPT OF TRANSPORTATION	CAP IMP HWY 38 PARKING AREAS		82,085.38		
	750 CAPITAL PROJECTS TOTAL		82,633.88		
STORM WATER FUND					
SNYDER & ASSOCIATES, INC	SIXTH STREET DITCH PROJECT		18,358.50		
	865 STORM WATER FUND TOTAL		18,358.50		
	332 CAPITAL IMPROVEMENT TOTAL		100,992.38		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
WATER					
WATER					
AT&T MOBILITY	WATER CELL PHONE & TABLET	41.27			
BRIAN CROWLEY	WATER VEHICLE OPERATING	1,228.00			
EASTERN IA EXCAVATING&CONCRETE	WATER SYSTEM	5,335.00			
SCOTT HAGEN	WATER BOOTS	100.00			
HAWKINS WATER TREATMENT	WATER SYSTEM	798.30			
STATE HYGIENIC LABORATORY	WATER LAB TESTS	136.00			
JOHN DEERE FINANCIAL	WATER BOOTS - WILLMS	282.46			
LINDA KAHLER	WATER CLOTHING - WILLMS	120.40			
LAPORTE MOTOR SUPPLY	WATER SUPPLIES	17.06			
MONTICELLO COMM SCHOOL DISTRICT	WATER FUEL	301.99			
U.S. POSTAL SERVICE(CMRS-FP)	WATER POSTAGE	1,100.00			
	810 WATER TOTAL		9,460.48		
	600 WATER TOTAL		9,460.48		
WATER CAPITAL IMPROVEMENT					
WATER					
SNYDER & ASSOCIATES, INC	WATER TOWER PAINTING	2,978.25			
	810 WATER TOTAL		2,978.25		
	604 WATER CAPITAL IMPROVEMENT TOTAL		2,978.25		
SEWER					
SEWER					
ALLIANT ENERGY-IES	1105 E 1ST STREET	3,604.42			
FAREWAY STORES #840-1	SEWER LAB SUPPLIES	36.63			
SCOTT HAGEN	SEWER BOOTS	100.00			
STATE HYGIENIC LABORATORY	SEWER LAB TESTS	717.50			
IOWA DEPT OF NATURAL RESOURCES	SEWER LICENSE - HAGEN	60.00			
JOHN DEERE FINANCIAL	SEWER SUPPLIES	322.85			
LINDA KAHLER	SEWER CLOTHING - TJADEN	245.45			
MONTICELLO COMM SCHOOL DISTRICT	SEWER FUEL	302.01			
MSA SAFETY SALES LLC	SEWER OSHA SUPPLIES	666.00			
TRI COUNTY PROPANE LLC	SEWER UTILITIES	1,015.00			
U.S. POSTAL SERVICE(CMRS-FP)	SEWER POSTAGE	750.00			
	815 SEWER TOTAL		7,819.86		
	610 SEWER TOTAL		7,819.86		
SEWER CAPITAL IMPROVEMENT					
SEWER					
SYCAMORE MEDIA CORP	SEWER FACILITY IMPROVEMENTS	15.60			
	815 SEWER TOTAL		15.60		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	613 SEWER CAPITAL IMPROVEMENT TOTAL		15.60		
SANITATION					
SANITATION					
REPUBLIC SERVICES	RESIDENTIAL GARBAGE	39,844.31			
U.S. POSTAL SERVICE(CMRS-FP)	SANITATION POSTAGE	750.00			
	840 SANITATION TOTAL		40,594.31		
	670 SANITATION TOTAL		40,594.31		
	Accounts Payable Total		241,448.66		

CLAIMS REPORT CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
001	GENERAL	19,890.72
005	MONTICELLO BERNDES CENTER	10,975.19
012	TOURNAMENT FUND-GEN CKG	18.68
015	FIRE	744.87
016	AMBULANCE	12,737.93
026	POLICE IMPROVEMENT	75.00
030	LIBRARY IMPROVEMENT	104.30
041	LIBRARY	453.95
046	AIRPORT	2,868.52
110	ROAD USE	13,594.71
325	TIF PROJECT	18,123.91
332	CAPITAL IMPROVEMENT	100,992.38
600	WATER	9,460.48
604	WATER CAPITAL IMPROVEMENT	2,978.25
610	SEWER	7,819.86
613	SEWER CAPITAL IMPROVEMENT	15.60
670	SANITATION	40,594.31

	TOTAL FUNDS	241,448.66

Reviewed by: *[Signature]* Date: *8.13.24*

Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Clerk's Cash In Bank	Investments	Investments	Ending Fund Balance
General	1063298.67	96744.30	11005.66	37116.63	201216.25	37116.63	932715.75	1050.00	299007.25	632698.50	14840.18		932715.75
Soldiers Memorial Board	14410.18	900.00			470.00		14840.18						14840.18
Monticello Bernades Center	74491.55	5705.60	332.39	21410.51	21410.51		59119.03	100.00	56758.37	2280.66			59119.03
Recreation Set-a-Side	10000.00		45.88				10045.68		10045.68				10045.68
Youth/Adult Tournament Fund	24587.89	350.00	20.15				24982.41		24982.41				24982.41
Dare	7409.74		20.15				7429.89		7429.89				7429.89
Canine	5875.00	28.62	306.62				5903.62		616.33	5287.29			5903.62
Insurance Fund	63697.62	605.79	4.67		931.84		64004.24		19144.19	44860.05			64004.24
Tournament Fund (012)	1024.26		124.70				702.88		702.88				702.88
Monticello Trees Forever	27297.43		124.70				27422.13		27422.13				27422.13
Fire	272486.71	71.82	1306.54		25505.99		248359.08		66587.78	181771.30			248359.08
Ambulance Operating	280184.88	41740.58	1340.46	24166.63	75194.05		272238.50		94143.82	178094.88			272238.50
Hotel/Motel Tax Fund	35546.06	2727.44	162.39		15000.00		23435.89		23435.89				23435.89
Earl F Lehmann Trust	238.85						238.85			238.85			238.85
Street Bond	250.00						250.00		250.00				250.00
Police Improvement	7293.64	21.00	33.32				7347.96		7347.96				7347.96
Library Improvement	50471.23	15100.00	242.37		1432.61		64380.99		29613.06	34767.91			64380.99
Library	53577.58	458.00	249.48	12950.00	13820.56		53414.50	200.00	36611.48	18603.02			53414.50
Equipment Set-A-Side	61867.06		303.49				62170.55		49.34	62121.21			62170.55
Super Mac	18956.10		91.45		2936.15		16111.40		1807.09	14304.31			16111.40
Airport	45496.30	7384.75	207.84		5139.75		47949.14		47949.14				47949.14
Revolving Loan Fund	48525.07		222.61				46747.68		17047.95	29699.73			46747.68
Road Use Tax	265693.29	46082.59			115546.26		196229.62		-19105.95	215335.57			196229.62
Road Use Tax Set Aside	21853.60		107.28				21960.88			21960.88			21960.88
Employee Benefits	385663.45	9218.92			79775.12		315107.25		76837.29	238269.96			315107.25
TIF Tax Collections	279190.59	3831.78	1515.78		8819.45		275708.70		37258.05	238450.65			275708.70
Slavka Gehret Trust	42927.00		210.28				43137.28		1360.27	41777.01			43137.28
Police Forfeiture Acct	4.95						4.95		4.95				4.95
Debt Service	188837.35	5880.64	816.41				195534.40		37373.54	158180.86			195534.40
TIF - Debt Payments	0.00						0.00						0.00
Park Improvements	115783.71	85.00	543.06				116411.77		74825.42	41586.35			116411.77
Library Capital Improvements	15290.06		68.85				15358.91			15358.91			15358.91
Ambulance Improvements	205528.87	100.00	990.60				206619.47		54446.72	152172.75			206619.47
TIF Projects	556376.80				151507.80		404869.00		199223.37	205645.63			404869.00
Cemetery Improvements	45381.62	580.00	739.00				46700.62		638.29	46062.33			46700.62
Capital Improvements	758374.59	346.00	610.41		13909.75		745421.25		120660.85	624760.40			745421.25
Low Income Housing	16975.52						16975.52			16975.52			16975.52
Baty Disc Golf Course	14574.70		70.49		811.44		13833.75		2302.86	11530.89			13833.75
Mary Maxine Redmond Trust	7523.24		36.66				7559.90		767.18	6792.72			7559.90
Pocket Park	11849.84		56.03				11905.87		6304.65	5601.22			11905.87
Cemetery Perpetual Care	185540.63	650.00	457.91				187648.54		650.00	186998.54			187648.54
Charles S Bidwell Book Trust	85429.35		419.06				85848.41		1038.82	84809.59			85848.41
Iona Mary Baker Trust	38555.85		188.93		1430.00		37314.78		-423.49	37338.27			37314.78
Water Operating	144781.88	39473.78	679.40		22721.95		162213.11		109248.10	52965.01			162213.11
Customer Deposits	22645.16	1850.00			515.00		23980.16		22407.60	1572.56			23980.16
Water Capital Improvements	617387.11	5166.30	1823.88		16632.96		607744.33		283103.52	108907.14			607744.33
Sewer Operating	1997532.12	104627.38	9600.33		28237.13		2083522.70		685183.05	1398339.65			2083522.70
Sewer Sinking	252266.98		1152.48		6427.08		246992.38		246992.38				246992.38
Sewer Capital Improvements	89613.01	5166.30	484.36				95263.67		27504.34	67759.33			95263.67
Sewer WWT Facility Improv	0.00				737989.62		0.00						0.00
Sanitation	28582.87	54274.95	1255.60		47232.99		294180.43		148274.90	145905.53			294180.43
Sanitation Capital Improvements	9364.23		42.79				9396.96		9396.96				9396.96
Yard Waste	57487.55	3708.02	275.47		442.55		61008.49		22893.50	38114.99			61008.49
Storm Water fund	116657.55	6849.51	547.55		742.00		123312.61		80260.63	43051.98			123312.61
Self Funded Insurance	0.00						0.00						0.00
Flex Spending	482.39	957.70			125.69		1294.40		1294.40				1294.40
Enterprise Flex Spending	107.48				107.48		107.48		107.48				107.48
	9001489.16	1199647.77	38765.51	37116.63	1595924.50	37116.63	8642977.94	1350.00	2992158.64	4562368.16	0.00	0.00	8642977.94

City of Monticello
Cash On Hand By Bank
For July 31st, 2024

Bank	Amount	Interest rate	Maturity date	Length of investment	Purpose
Account type & number					
F & M Bank					
Checking #700502479	\$0.00		N/A		Interim Loan Acct
Total by Bank	\$0.00				
Citizens State Bank					
Savings # 6025641	\$238.85		N/A		Earl F Lehmann Trust Soldier Memorial General Savings
Checking #394486	\$14,840.18		N/A		
Savings # 6467260	\$1,046,139.70		N/A		
Total by Bank	\$1,061,218.73				
Dutrac Credit Union					
Total by Bank	\$0.00				
Fidelity Bank & Trust					
Total by Bank	\$0.00				
Ohnward Bank & Trust					
General Ckg/Sweep #40002008	\$2,995,891.24		N/A		General Checking General Savings Youth/Adult Tournamt
Property Tax & Water #40001992	\$4,563,268.16		N/A		
Youth/Adult Tournamt Ckg #618231	\$24,982.41		N/A		
Total by Bank	\$7,584,141.81				
Total Cash on Hand- All Banks	\$8,645,360.54				
Plus Petty Cash	\$1,350.00				Clerk's Office, Library, Aquatic Center and Berndes Center
Adjust Bank Error	\$0.00				
Plus Outstanding Credit Card Pymt	\$1,925.64				
Less Outstanding Checks	\$5,658.24				
Treasurer's Balance	\$8,642,977.94				

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

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

City of Monticello
Bank Reconciliation Report
For the Month of July 2024

Bank Balance	
General Checking	\$2,995,891.24
Property Tax & Water	\$4,563,268.16
Soldiers Memorial Ckg	\$14,840.18
Earl F Lehmann Trust	\$238.85
Youth/Adult Tournament Ckg	\$24,982.41
Citizen's Savings	\$1,046,139.70
Total Bank Balance	\$8,645,360.54
Plus (Minus) Adjustment:	
Bank Charge/Error	\$0.00
Total Adjustment	\$0.00
Plus Outstanding Credit Card Pymt:	
Credit Card Payments	\$1,925.64
Total Outstanding Credit Card Pymts	\$1,925.64
Less Outstanding Checks:	
Financial/Payroll	\$5,658.24
Soldiers Memorial	\$0.00
Officiating	\$0.00
Total Outstanding Checks	\$5,658.24
Plus Investments:	
Time Certificates	\$0.00
Petty Cash	\$1,350.00
Total Investments	\$1,350.00
Treasurer's Balance	\$8,642,977.94

Prepared By: Sally Hinrichsen 8-12-2024
Sally Hinrichsen, City Clerk Date

Reviewed by: Russell Farnum 8-13-2024
Russell Farnum, City Administrator Date

TREASURER'S REPORT
CALENDAR 7/2024, FISCAL 1/2025

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	1,063,298.67	107,749.96	238,332.88	.00	932,715.75
003 SOLDIER MEMORIAL FUND	14,410.18	900.00	470.00	.00	14,840.18
005 MONTICELLO BERNDES CENT	74,491.55	6,037.99	21,410.51	.00	59,119.03
006 RECREATIONAL SET-A-SIDE	10,000.00	45.68	.00	.00	10,045.68
007 YOUTH/ADULT TOURNAMENTS	24,587.89	394.52	.00	.00	24,982.41
008 DARE	7,409.74	20.15	.00	.00	7,429.89
009 POLICE CANINE UNIT	5,875.00	28.62	.00	.00	5,903.62
010 INSURANCE	63,697.62	306.62	.00	.00	64,004.24
012 TOURNAMENT FUND-GEN CKG	1,024.26	610.46	931.84	.00	702.88
014 MONTICELLO TREES FOREVE	27,297.43	124.70	.00	.00	27,422.13
015 FIRE	272,486.71	1,378.36	25,505.99	.00	248,359.08
016 AMBULANCE	280,184.88	67,247.67	75,194.05	.00	272,238.50
018 HOTEL/MOTEL TAX	35,546.06	2,889.83	15,000.00	.00	23,435.89
022 EARL F LEHMANN TRUST	238.85	.00	.00	.00	238.85
023 TRUST FUND/STREET BOND	250.00	.00	.00	.00	250.00
026 POLICE IMPROVEMENT	7,293.64	54.32	.00	.00	7,347.96
030 LIBRARY IMPROVEMENT	50,471.23	15,342.37	1,432.61	.00	64,380.99
041 LIBRARY	53,577.58	13,657.48	13,820.56	.00	53,414.50
042 SPORTS COMPLEX	.00	.00	.00	.00	.00
044 EQUIPMENT SET-A-SIDE	61,867.06	303.49	.00	.00	62,170.55
045 SUPER MAC FUND	18,956.10	91.45	2,936.15	.00	16,111.40
046 AIRPORT	45,496.30	7,592.59	5,139.75	.00	47,949.14
050 REVOLVING LOAN FUND	46,525.07	222.61	.00	.00	46,747.68
110 ROAD USE	265,693.29	46,082.59	115,546.26	.00	196,229.62
111 ROAD USE SETASIDE	21,853.60	107.28	.00	.00	21,960.88
112 EMPLOYEE BENEFITS	385,663.45	9,218.92	79,775.12	.00	315,107.25
125 TIF -SPECIAL REVENUE	279,180.59	5,347.56	8,819.45	.00	275,708.70
178 TRUST/SLAVKA GEHRET FUN	42,927.00	210.28	.00	.00	43,137.28
180 POLICE FORFEITURE	4.95	.00	.00	.00	4.95
200 DEBT SERVICE	188,837.35	6,697.05	.00	.00	195,534.40
225 TIF - DEBT	.00	.00	.00	.00	.00
300 ARPA CAPITAL FUND	.00	.00	.00	.00	.00
313 PARK IMPROVEMENT	115,783.71	628.06	.00	.00	116,411.77
316 LIB CAPITAL IMPROVEMENT	15,290.06	68.85	.00	.00	15,358.91
319 AMBULANCE IMPROVEMENT	205,528.87	1,090.60	.00	.00	206,619.47
325 TIF PROJECT	556,376.80	.00	151,507.80	.00	404,869.00
326 TRUST/CEMETERY IMPROVEM	45,381.62	1,319.00	.00	.00	46,700.62
328 FAMILY AQUATIC CENTER C	.00	.00	.00	.00	.00
332 CAPITAL IMPROVEMENT	758,374.59	956.41	13,909.75	.00	745,421.25
333 MYSBA CAPITAL FUND	.00	.00	.00	.00	.00
336 LOW INCOME HOUSING FUND	16,975.52	.00	.00	.00	16,975.52
337 MDC FUNDS	.00	.00	.00	.00	.00
338 BATY DISC GOLF COURSE	14,574.70	70.49	811.44	.00	13,833.75
339 MARY MAXINE REDMOND TRU	7,523.24	36.66	.00	.00	7,559.90
375 POCKET PARK	11,849.84	56.03	.00	.00	11,905.87
500 TRUST/CEMETERY PERPETUA	186,540.63	1,107.91	.00	.00	187,648.54
502 C.C. BIDWELL LIBRARY BO	85,429.35	419.06	.00	.00	85,848.41
503 TRUST/IOMA MARY BAKER	38,555.85	188.93	1,430.00	.00	37,314.78
600 WATER	144,781.88	40,153.18	22,721.95	.00	162,213.11
601 WATER BOND SINKING	.00	.00	.00	.00	.00
602 CUSTOMER DEPOSITS	22,645.16	1,850.00	515.00	.00	23,980.16
603 WATER IMPROVEMENT	.00	.00	.00	.00	.00
604 WATER CAPITAL IMPROVEME	617,387.11	6,990.18	16,632.96	.00	607,744.33

TREASURER'S REPORT
CALENDAR 7/2024, FISCAL 1/2025

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
610 SEWER	1,997,532.12	114,227.71	28,237.13	.00	2,083,522.70
611 SEWER RESERVE	.00	.00	.00	.00	.00
612 SEWER SINKING	252,266.98	1,152.48	6,427.08	.00	246,992.38
613 SEWER CAPITAL IMPROVEME	89,613.01	5,650.66	.00	.00	95,263.67
614 SEWER IMPROVEMENT	.00	.00	.00	.00	.00
616 SEWER WWT FACILITY IMPR	.00	737,989.62	737,989.62	.00	.00
670 SANITATION	285,882.87	55,530.55	47,232.99	.00	294,180.43
671 SANITATION CAPITAL IMPR	9,354.23	42.73	.00	.00	9,396.96
675 YARD WASTE SITE	57,467.55	3,983.49	442.55	.00	61,008.49
740 STORM WATER	116,657.55	7,397.06	742.00	.00	123,312.61
820 INTERNAL REV SELF FUNDE	.00	.00	.00	.00	.00
950 FLEX SPENDING FUND	462.39	957.70	125.69	.00	1,294.40
951 ENTERPRISE FLEX SPENDIN	107.48	.00	.00	.00	107.48
Report Total	9,001,489.16	1,274,529.91	1,633,041.13	.00	8,642,977.94

City Council Meeting
Prep. Date: 08/14/2024
Preparer: Russell Farnum



Agenda Item: # 1
Agenda Date: 08/19/2024

Communication Page

Agenda Items Description: Presentation by Lucas Gobeli on new Great Jones County Fair Ticket Booth proposal

Type of Action Requested: Presentation/Discussion

Attachments & Enclosures:
Building Elevations and Floor Plans

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

Synopsis: Lucas Gobeli of the Great Jones County Fair (GJCF) will be present at the meeting to talk about their proposal to replace the Fair ticket booth, entry and restroom buildings near 7th and Maple Streets. The Fair cooperates with the City on the use of City Park and the Fairgrounds, through a formal agreement that was last updated in 1987.

The old ticket booth and restroom buildings are outdated and showing their wear. A new gateway entrance featuring enhanced security, new nursing/ticket building, and new restroom facility are planned for this area. Some renderings and floor plans are included with the packet, which were minimized due to file size. Gobeli has a more robust presentation.

This will necessitate some City actions (in the future) in terms of amending our current agreement with GJCF.

Council questions and discussion are welcome.



JcCo
GREAT JONES COUNTY FAIR







GREY HOUND'S COUNTY FAIR



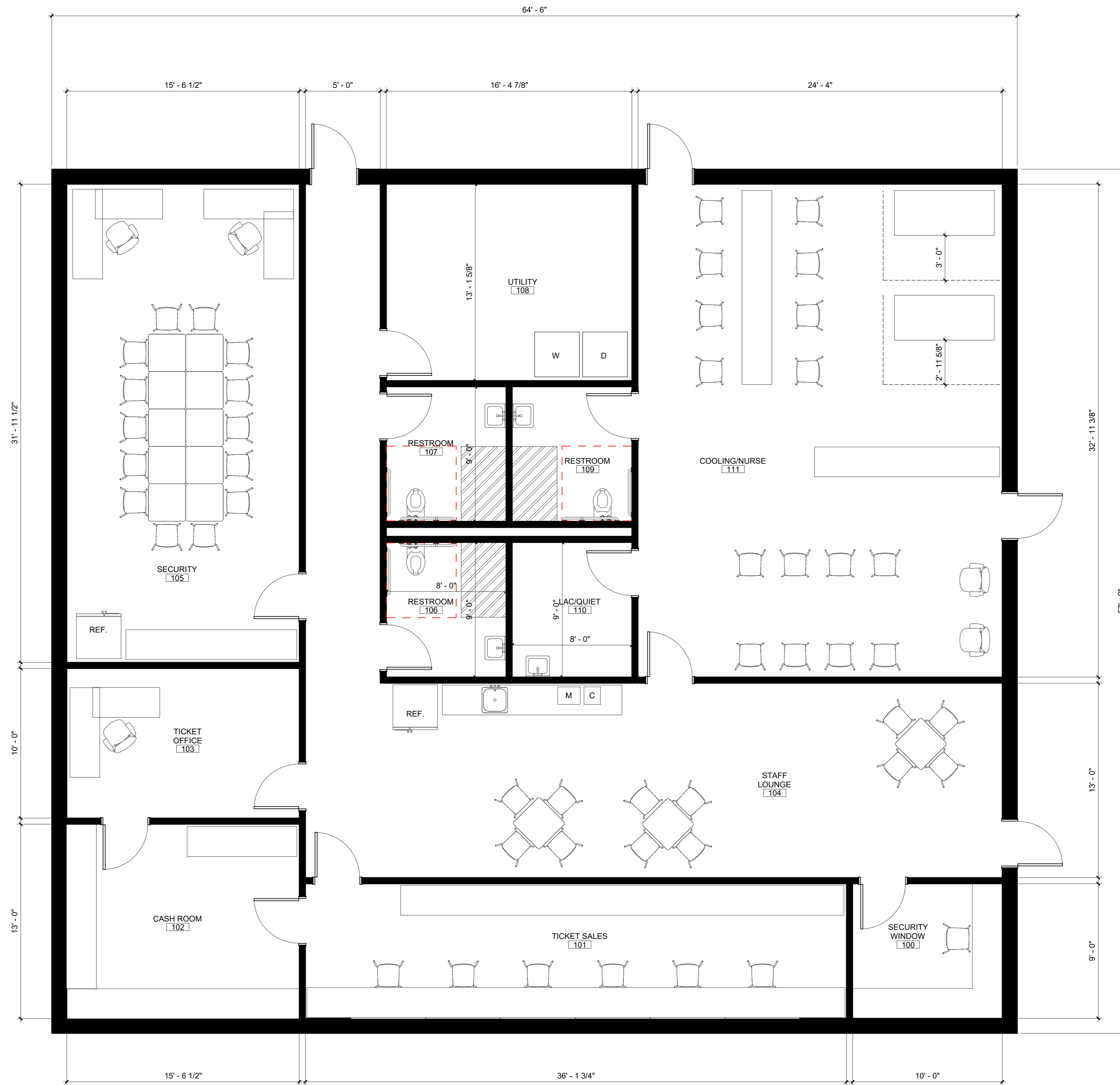






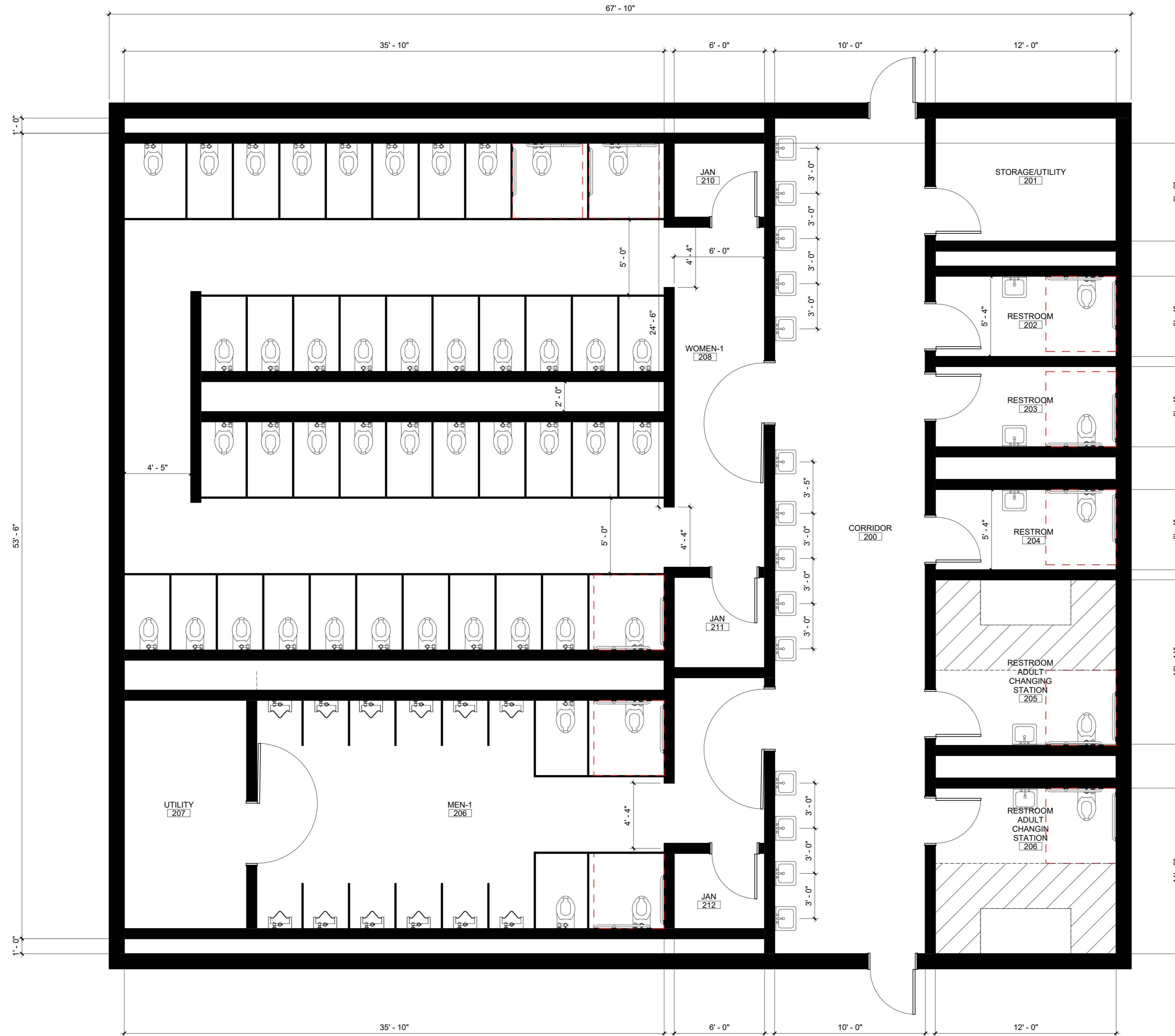


JoCo
GREAT JONES COUNTY FAIR



1 LEVEL 1 FLOOR PLAN - TICKET OFFICE
1/4" = 1'-0"

GREAT JONES COUNTY FAIR - ENTRY BUILDINGS - FLOOR PLAN TICKET OFFICE/NURSE



1 LEVEL 1 FLOOR PLAN-RESTROOMS
 1/4" = 1'-0"

GREAT JONES COUNTY FAIR - ENTRY BUILDINGS - FLOOR PLAN RESTROOMS

City Council Meeting
 Prep. Date: 08/13/2024
 Preparer: Russell Farnum



Agenda Item: # 2
 Agenda Date: 08/19/2024

Communication Page

Agenda Items Description: Discussion and Possible Action on Fence Permit for 293 Pine Street (Kelchen)

<u>Type of Action Requested:</u> Motion or Direction					
<u>Attachments & Enclosures:</u> Permit application Correspondence	<u>Fiscal Impact:</u> Budget Line Item: Budget Summary: Expenditure: Revenue:				
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Synopsis: City policy says that permits cannot be issued without signatures from the adjacent property owners. If the adjacent owners will not consent to the permit, the Council may intervene and determine whether or not a permit shall be issued.

Marv and Sandy Kelchen would like to replace a fence at 293 Pine, but adjoining neighbor Brenda Hanken will not sign their permit application. Kelchen has asked the Council to intervene and issue the permit.

Background: Brenda Hanken lives at 295 Pine Street and for years insisted that Marv and Sandy Kelchen’s fence, at 293 Pine, was on her property. After recently getting a dog, Hanken wanted to build a fence of her own. Because of the ongoing dispute, Hanken got a survey, and Kelchen’s fence was over the lot line by 4 inches. Hanken then installed her new fence 9” inside her property line.

Kelchen would like to replace his fence onto the lot line, as he cannot tie into Hanken’s fence (since it is 9” inside the property). Kelchen is not disputing Hanken’s survey, and wants to put the fence on the corrected lot line. Hanken refuses to sign his permit application as an adjoining property owner, as she wants him to move it away from the lot line, so she can get in and around her fence to maintain it. Without Hanken’s signature, the Director of Public Works is not allowed to issue the permit, and it must go the Council for review.

The City’s permit application includes this language:

What Happens if there are Objections? In the event that an adjoining property owner refuses to sign this acknowledgement, for any reason, the owner will not be issued a building permit until such time as the City Council has had an opportunity to consider the issue and to thereafter determine if the building permit should be issued. The Council may require that the

owner's property be surveyed if deemed necessary to overcome any objections. It will be the sole responsibility of the owner to acquire a survey, if required, and after acquisition, the survey shall be shared with those property owners that previously objected with a renewed request for their signature on this form. If there is continued refusal to sign, the objecting property owner will be given an opportunity to obtain their own survey, at their sole expense, and if they fail to pursue and obtain a survey within fourteen (14) days, unless otherwise extended by the City P.W. Director, the owner's survey shall be considered to be dispositive on the issue, with the building permit to be issued after verification by the owner that they will construct the proposed improvement(s) in such a fashion as to be compliant with the City of Monticello Code of Ordinances, including set-back rules and regulations. If a second survey is obtained by an objecting property owner and the property owners cannot at that point reconcile their differences, the matter may again be brought to the City Council for further consideration. The Council may or may not be able to resolve the conflict at that point, and if the conflict cannot be resolved a building permit will not be issued. The boundary issue will at that point need to be litigated by the parties. City staff will at all times work with the parties to assist them in discussing differences, options, or other terms of agreement.

As with most neighbor disputes, emotions are high and this must be boiled down to simple facts – which are:

1. Kelchen is not disputing Hanken's survey, so there is no need to have the properties surveyed again.
2. Kelchen has a right to place his fence up to the lot line.

At this point, the decision rests with the Council. Council options include:

1. Issue to the permit;
2. Deny the permit;
3. Require Kelchen to get a survey (there is no dispute over the lot line);
4. Withhold approval of the permit until the lot boundary can otherwise be determined (through litigation or other means);
5. Consider other options that may be available.

Recommendation: Council decision is requested.



Building Permit Property Address: 293 N. Pine, Monticello, IA

Property Owner: Marv + Sandy Kelchen
 Mailing Address: 293 N. Pine St
 City/State/Zip Code: Monticello IA 52310
 Phone: 319-480-1379
 Email: Mkelchen22@hotmail.com

**Please identify all known general and sub-contractors that will be working on the project.
 (Use separate sheet if more contractors than space allows.)**

Contractor: _____
 City/State/Zip Code: _____
 Phone: _____

Contractor: _____
 City/State/Zip Code: _____
 Phone: _____

Contractor: _____
 City/State/Zip Code: _____
 Phone: _____

Contractor: _____
 City/State/Zip Code: _____
 Phone: _____

Electrical: _____
 City/State/Zip Code: _____
 Phone: _____
 License Number: _____

HVAC/Plumbing: _____
 City/State/Zip Code: _____
 Phone: _____
 License Number: _____

Project Description:

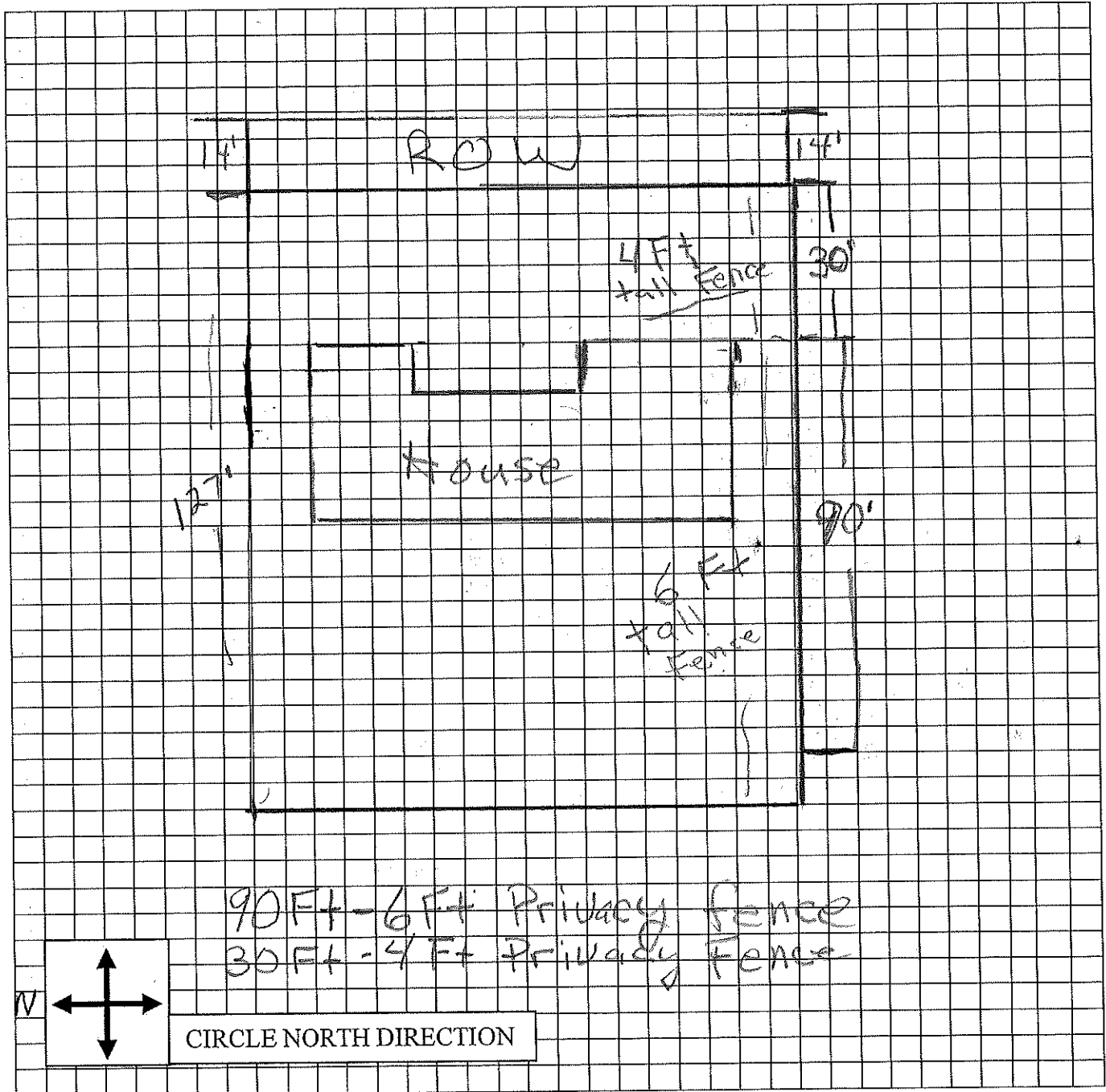
Installing Fence to replace current fence installed
in 2015.

New Construction Dimensions, if applicable, in square feet:

Main Level: _____ Basement: _____ Garage: _____ Accessory Building: _____

Site Plan:

Site plan Required: If the project covered by this building permit includes new construction, the change of the footprint of an existing structure, the installation or placement of an accessory building, or the installation of a fence



Note: All of these items must be shown on the above site plan:

- 1) Draw all property lines with lot measurements
- 2) Show any street or streets in relation to the lot
- 3) Include a sketch of the new or existing house or structure with dimensions
- 4) Include distances to lot lines

If Residential use, is there an In-Home Business planned? Yes No

If yes, please provide general description: _____

Will any fencing be erected? Yes / No

If yes, please provide a general description, including desired type of fence, fence height, location on property, etc. currently had 4' chain link, replacing with 6' black chain link on property line 90', moving gate from back corner of house to front corner to line up with neighboring fence. Putting 4' fence on the south property frontage stopping at city right of way. (30' long)

The fence on the west + north sides of rear property are not changing.
Are sump pumps presently installed or intended to be installed in this property? Yes / No

If yes, how many and in what locations? N/A

If yes, please acknowledge your understanding of the following information with your initials:

Surface water cannot be diverted or piped into the sanitary sewer system. Perimeter tiling is permitted only when such tiles are connected to an existing storm sewer system. The Public Works Director must pre-approve the diversion of water into an existing storm sewer. Any and all costs related to the diversion of water to the storm sewer system, including potential City Engineer review, shall be the sole expense of the property owner. Initials: n/a

Has the property to the best of your knowledge ever been surveyed? Yes / No July 2024 pd by Brenda Hanken.
(If yes, please identify the dates of survey and attach a copy of all surveys of record.)

Have you located the property pins? Yes / No

Staking: The site boundaries and the perimeter of any new structure or location of other improvement must be staked prior to the consideration of the building permit.

Set Back Acknowledgement: I acknowledge my receipt and understanding of the set-backs that will be required for this project: Initials: n/a

Penalty: A penalty of \$100/day will be assessed if permits are not approved prior to the commencement of construction.

Adjacent Property Acknowledgement: The section of this form entitled Adjacent Property Acknowledgement must be completed and submitted before a building permit will be issued. The purpose of said attachment is to ensure the understanding and agreement of neighboring properties as to the location of property boundaries and, therefore, the placement of proposed improvements in such a fashion as to meet the requirements of the City of Monticello Code of Ordinances.

Adjoining Property Acknowledgement:

Purpose: The purpose of this form is to ascertain whether or not there is agreement amongst adjoining property owners as to the boundaries of their respective lots/properties. It is not necessary that property owners know the exact location of property boundaries, and the signatures of property owners on this form is not an agreement or admission as to the exact location of their boundaries. The signatures of adjoining property owners on this form shall acknowledge their understanding and agreement that the proposed location of any new construction, including a property addition, a fence, an accessory building, etc. as proposed by owner's building permit application, is on the property of the owner, is placed in such a fashion as to be compliant with City set back requirements, and is not otherwise objectionable to the adjoining property owner.

What Happens if there are Objections? In the event that an adjoining property owner refuses to sign this acknowledgement, for any reason, the owner will not be issued a building permit until such time as the City Council has had an opportunity to consider the issue and to thereafter determine if the building permit should be issued. The Council may require that the owner's property be surveyed if deemed necessary to overcome any objections. It will be the sole responsibility of the owner to acquire a survey, if required, and after acquisition, the survey shall be shared with those property owners that previously objected with a renewed request for their signature on this form. If there is continued refusal to sign, the objecting property owner will be given an opportunity to obtain their own survey, at their sole expense, and if they fail to pursue and obtain a survey within fourteen (14) days, unless otherwise extended by the City P.W. Director, the owner's survey shall be considered to be dispositive on the issue, with the building permit to be issued after verification by the owner that they will construct the proposed improvement(s) in such a fashion as to be compliant with the City of Monticello Code of Ordinances, including set-back rules and regulations. If a second survey is obtained by an objecting property owner and the property owners cannot at that point reconcile their differences, the matter may again be brought to the City Council for further consideration. The Council may or may not be able to resolve the conflict at that point, and if the conflict cannot be resolved a building permit will not be issued. The boundary issue will at that point need to be litigated by the parties. City staff will at all times work with the parties to assist them in discussing differences, options, or other terms of agreement.

This form shall be signed by all adjoining property owners, not including the City of Monticello.

I, the undersigned, do hereby swear and affirm, that I have read and understand the above and foregoing form, and further acknowledge my understanding of the proposed improvements proposed by the owner within the Building Permit Application to which this form is attached. By signing this form I agree and consent to the construction or erection of the proposed improvements as proposed based upon my present opinion that the improvements are all located within the property of the owner and, as proposed, meet the set back requirements of the Monticello Code of Ordinances.

Name: _____	Date: _____	Property adjoins to the: E, W, <u>S</u> , N
Name: _____	Date: _____	Property adjoins to the: E, W, S, N
Name: _____	Date: _____	Property adjoins to the: E, W, S, N
Name: _____	Date: _____	Property adjoins to the: E, W, S, N
Name: _____	Date: _____	Property adjoins to the: E, W, S, N
Name: _____	Date: _____	Property adjoins to the: E, W, S, N

ACKNOWLEDGEMENT (To Be Signed By Owners)

I hereby acknowledge that I have read and understand the contents of this application and its' attachments.

I hereby affirm that the above and foregoing information is true and correct to the best of my knowledge and belief. I agree to comply with all City Ordinances and State Laws that apply to and/or regulate the proposed construction project.

I acknowledge my understanding that if the proposed construction is not completed within twelve months of the issuance of this building permit that I will need to request a building permit extension with an extension fee of \$100.00. Failure to do so may be treated as a municipal infraction punishable by civil penalties as provided for in Chapter 4 of the Monticello Code.

I also acknowledge my understanding that a Certificate of Occupancy must be received from the City of Monticello before any person may occupy or use any new structure or a structure that has gone through reconstruction or major remodeling.

I also acknowledge my responsibility to understand the requirements of this building permit and my obligation to seek clarification or assistance from City staff should I not fully understand the expectations or requirements.

Mark Kelchen

Print Name



Signature

“This employer is an equal opportunity provider & employer”

*****OFFICE USE ONLY*****

Date Received: _____
Received By: _____
Present Zoning: _____ *Zoning Consistent with intended Use:* Yes / No
Eligible for Tax Abatement: Yes / No *Application for Abatement Provided:* Yes / No
Explained by: _____

Valuation of Project for purposes of Building Permit Fee Determination: _____

FEE SUMMARY

<i>Building Permit Fee (Based on valuation)</i>	\$	_____
<i>Other Building Permit Fee¹</i>	\$	_____
<i>Occupancy Permit</i>	\$	_____ [\$25]
<i>Sewer Impact Fee (On new construction only)</i>	\$	_____ [\$100]
<i>Water Impact Fee (On new construction only)</i>	\$	_____ [\$100]
<i>Park Impact Fee (On new construction only)</i>	\$	_____ [\$100]
<i>Sewer Connection Fee</i>	\$	_____ [\$125]
<i>Water Connection Fee (Residential)</i>	\$	_____ [\$125]
<i>Water Connection Fee (Commercial/Industrial)</i>	\$	_____ [\$150]

Total Fees Due at Time Building Permit is Issued \$ _____

Permit Approved: _____

Permit Denied: _____

Explanation of Denial: _____

Nick Kahler, Director of Public Works

Date

¹ A \$25.00 fee will apply to all exterior home improvements that do not change or create a footprint. This fee will be applicable in the event of residing, window replacement, deck/porch remodeling, basement/house remodeling, fence installation, swimming pool installation (above or below ground) and storage tanks.

Communications from Brenda Hanken

Text 1

Sally, Hi, Brenda Hanken here. Hey, I wanted to give a heads up on a fence permit that will be asked for. Marvin Kelchen does not agree with what I showed him. START at the flag the farthest from the street, and look up to the other flag. It is an angle. The surveyor made it a point to show me this until I could see it. From the bottom to the top, Marvin is on my property by 1/2 of his walk in gate. He knew back in September that he went too wide. He told Britt that. Now he has no knowledge of that conversation. That was approximately 10 months ago. He has not attempted to move his fence. I hired a surveyor for my property corners. They are all marked.

There is much anger and disagreement. I told them to get their own surveyor. At this time they have no intentions of doing so. They say they are putting up a privacy fence. I said I really hoped they kept it on the property line or inside theirs and off of mine. He said I only get 2 inches. Well he is very wrong about that from what my surveyor showed me. I will be able to walk between the fences! He said no you won't. My response was get your own surveyor. I continued with reminding him he has known he has been on my property since he called the city in, approx. 10 months ago, and hasn't even attempted to right the situation. He says he doesn't want to give up anymore of his property. I responded that he hasn't given up ANY. I said

I would like mine back. I told him I don't want his property, just my own. Which would be approx 2-3 feet, just at the top. I am 100% guessing.

The more he and his wife kept telling me I was wrong, and treating me like worthless garbage, I continued to say Get a surveyor. They had been threatening me with court since last fall. So, I said I hope you are very sure where you put your fence because if it is on my property you will have to take it down and I WILL take you to court. I don't know if I can charge him for the 10 months he did nothing about it, even though he knew it when he did it, as he was telling Britt... please share this with Nick Kahler. Spelling?? Russ, and Jake Elwood, and Dave Goedken.

Thank you so much Sally!!!!

Text 2

Hi Sally,

My message was probably hard to understand. I do not know Nick K. Phone number, but, if he wanted me to show him what the Surveyor specifically pointed out to me, I would be happy to position any or all of the council just as the surveyor did me. I tried to show Marvin and Sandy's. Marvin would not walk outside of his fence. However, even from the corner post, the pink flag is almost at the middle of his gate. If we would have moved over another foot or more, that angle would increase the amount closer to at least the middle of the gate. Please share this with Nick and council. I will try to send 2 pictures. One looks at the flag near the street, but you cannot see over and down to the other flag. The other picture shows the property corner on the northwest corner looking uphill at the marker near the northeast corner. That is where you can see the pink flag sits inside Marvin's fence, almost half of his gate. That is where he told Britt he knew he went too wide for the gates. I do not know how many years he he's had that fence, but he verbally stated knowing it as my fence was getting put in September/October. Almost 12 months ago. He told Britt he knew he'd have to do something about that, but has not taken out even one bolt. He says he is putting in a privacy fence in 2 weeks (almost a week ago already).

Did he get a permit? I never signed off on it. He is currently "fenced" my property in with his.

This could have been worked out so simply. I told them to make a path big enough for me to walk between the fences, and all will be good. Instead they made it impossible to mow two areas of my lawn. They said the privacy fence is because I mow my grass shorter than theirs. They have it in their heads that they are going to give me 2 inches and no more...

How much was Debbie Wells charged when she was on someone else's property? What is the rate for that? I know it has been mentioned in past meetings. Sandy's K. Is smug, cold, and throwing out comments, pointing g her finger as if scolding me, using a tone of voice to try to intimidate me. The stress is very high, the tension is such that not even the sharpest knife could cut it. Porters aren't talking to me, Nancy Mausser rarely talks to me. Marvin spent a lot of time at Porters last summer and fall. Before that I had never seen Marvin walk to their house to chat, not once in the 23 years that I have lived here in this Pine Street house.

Please share this with Russ, Nick, Dave, Mary, Jake, Wayne.





Galaxy A15 5G

City Council Meeting
Prep. Date: 08/13/2024
Preparer: Lori Lynch



Agenda Item: 3
Agenda Date: 08/19/2024

Communication Page

Agenda Items Description: Hiring Full Time EMT and setting wage(s)

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution

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

Synopsis: Sky Monty is an EMT is an applicant for the full time EMT/AEMT spot that has been open. Lynch recommends hiring Sky. She will start at \$20.42 and go to \$21.42 after a year of probation.

Background: Sky Monty is an EMT that comes from Care ambulance out of Iowa City. She was the best fit out of 6 applicants who applied after interviews. She an E4 in the Army National Guard. She is planning on going to paramedic school in the future. She will start after council approval.

Recommendation: A motion to approve is recommended.

The City of Monticello, Iowa

RESOLUTION #

Approving the hiring a Monticello Ambulance Full-Time EMT and setting wage

WHEREAS, a Monticello Full-Time Ambulance EMT position has been available with the resignation of EMT, and

WHEREAS, The Ambulance Director interviewed candidates for the Full-time position, and

WHEREAS, The Ambulance Director felt Sky Monty would be a great addition to the Full-Time EMT roster and wishes to offer the position to her, and

WHEREAS, The City Council has set forth starting wages for EMT at \$20.42 per hour, and

WHEREAS, The City Administrator recommends hiring the Monticello Ambulance Full-Time EMT and

WHEREAS, The Council finds it appropriate to follow the recommendation of the Ambulance Director 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 Full-Time EMT with a starting wage of \$20.42.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 19th day of August 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



August 12th, 2024

City of Monticello, IA
200 E 1st St.
Monticello, IA 52310

RE: SOUTH WATER TOWER REPAINTING AND MAINTENANCE
PAY REQUEST #5 & FINAL ACCEPTANCE

Honorable Mayor and City Council,

Tank Pro Inc. (Contractor) has completed construction on the South Water Tower Repainting and Maintenance project. At this time, they are asking for final acceptance of the project and release of retainage. The remaining retainage owed to the Contractor is **\$15,216.49**.

As of August 1st, 2024, the Contractor has furnished all lien waivers showing that all contractors and persons furnishing labor and materials have been fully paid for such materials and labor.

As a reminder, the project included a Maintenance Bond intended to remedy any and all defects that may develop in or result from work performed under the Contract within the period of 2 years from the date of acceptance, by reason of defects in workmanship or materials used in construction of said work.

Enclosed for your review and approval is Pay Request #5 for work on the South Water Tower Repainting and Maintenance project, which includes releasing all retainage funds to Tank Pro Inc. We recommend issuing this payment 30 days after the receipt of all lien waivers (August 31st, 2024).

Feel free to contact me to discuss further if needed. Thank you.

Respectfully,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Patrick Williams' in a cursive script.

Patrick Williams
Project Engineer

Enclosure Pay Request #5, Lien Waivers

cc: Tank Pro Inc.

TANK PRO, INC.
5500 Watermelon Road
NORTHPORT, ALABAMA 35473

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

NAME AND LOCATION OF PROJECT **Description of Tank:** 500K South Tower
 City of Monticello, IA

PERIODIC ESTIMATE NO. 5Final **Date:** 6/11/2024-7/31/2024

I. COST OF WORK COMPLETED TO DATE UNDER ORIGINAL CONTRACT ONLY

Entries must be limited to work and costs under the original contract only.
 (Work and cost data under change orders is to be shown in Part 2 of this form)

Columns (1) through (5). Enter figures from contract documents.
 Columns (6) and (7). Show all work completed this period under original contract.
 Column (8) and (9). Show all work completed to date under original contract.

What day does the board meet monthly to approve pay request. _____
 What date will the check be cut and mailed after the montly approval? _____

ITEM NO. (1)	DESCRIPTION OF ITEM (2)	CONTRACT			COMPLETED PE#5F		COMPLETED TO DATE	
		QUANT.	COST PER UNIT	TOTAL COST UNIT	QUANT.	TOTAL COST	QUANT.	TOTAL COST
		(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	South Tank							
1	Mobilization	1	7500	\$ 7,500.00	0%	\$ -	100%	\$ 7,500.00
2	Interior Wet Blast and Prime	1	70880	\$ 70,880.00	0%	\$ -	100%	\$ 70,880.00
3	Interior Wet Stripe	1	10000	\$ 10,000.00	0%	\$ -	100%	\$ 10,000.00
4	Interior Wet Finish	1	20000	\$ 20,000.00	0%	\$ -	100%	\$ 20,000.00
5	Interior Dry Wash & Spot Tool	1	15000	\$ 15,000.00	0%	\$ -	100%	\$ 15,000.00
6	Interior Dry Partial Blast & Prime	1	7500	\$ 7,500.00	0%	\$ -	100%	\$ 7,500.00
7	Interior Dry Partial Finish	1	7500	\$ 7,500.00	0%	\$ -	100%	\$ 7,500.00
8	Exterior Wash & Spot Prime	1	55000	\$ 55,000.00	0%	\$ -	100%	\$ 55,000.00
9	Exterior Intermediate	1	18500	\$ 18,500.00	0%	\$ -	100%	\$ 18,500.00
10	Exterior Finish	1	18500	\$ 18,500.00	0%	\$ -	100%	\$ 18,500.00
11	LOGO	2	3500	\$ 7,000.00	0%	\$ -	100%	\$ 7,000.00
12		1	1	\$ -	0%	\$ -	0%	\$ -
13		1	1	\$ -	0%	\$ -	0%	\$ -
14		1	1	\$ -	0%	\$ -	0%	\$ -
		1	1	\$ -	0%	\$ -	0%	\$ -
		1	1	\$ -	0%	\$ -	0%	\$ -
		1	1	\$ -	0%	\$ -	0%	\$ -
		1	1	\$ -	0%	\$ -	0%	\$ -
		1	1	\$ -	0%	\$ -	0%	\$ -
		1	1	\$ -	0%	\$ -	0%	\$ -
		1	1	\$ -	0%	\$ -	0%	\$ -
TOTAL OF COST COLUMNS				\$ 237,380.00		\$ -		\$ 237,380.00

2. SCHEDULE OF CONTRACT CHANGE ORDERS List every change order issued to date of this request even if no work has been done under one or more such orders.			ADDITIONS TO ORIGINAL CONTRACT PRICE		DEDUCTIONS FROM CONTRACT PRICE AS SHOWN ON CHANGE ORDERS (6)
CONTRACT CHANGE ORDER		DESCRIPTION (3)	TOTAL COST OF ITEMS ADDED BY CHANGE ORDER (4)	COST OF CHANGE ORDER ITEMS COMPLETED TO DATE (5)	
NO. (1)	DATE (2)				
1	4/22/2024	Exterior Surface Prep Change	\$ 38,953.00	\$ 38,953.00	
2	5/7/2024	Interior Distribution & Supply Pipe Work	\$ 34,018.00	\$ 34,018.00	
3	5/30/2024	Excluding Ladder from Scope of Work			\$ 5,000.00
4	6/21/2024	Credit for Repair to Interior Shed			\$ 1,021.26
TOTALS			\$ 72,971.00	\$ 72,971.00	\$ 6,021.26

3. Weather days during this pay period 7 Days

4. Weather days to date including this pay period 18 Total Days

5. ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

(a) Original contract amount (Col. 5-front of this form) _____	\$ 237,380.00
(b) Plus: Additions scheduled in column 4 above _____	\$ 72,971.00
(c) Less: Deductions scheduled in column 6 above _____	\$ 6,021.26
(d) Adjusted contract amount to date _____	\$ 304,329.74

6. ANALYSIS OF WORK PERFORMED

(a) Cost of original contract work performed to date (Col. 9-front of this form) _____	\$ 237,380.00
(b) Extra work performed to date (Col. 5 above) _____	\$ 66,949.74
(c) Total cost of work performed to date _____	\$ 304,329.74
(d) Add: Materials stored at close of this Period (Attach detail Schedule)	\$ -
(e) Subtotal of (c) and (d) _____	\$ 304,329.74
(f) Less: Amount retained in accordance with contract terms 0%	\$ -
(g) Net Amount Earned to Date _____	\$ 304,329.74
(h) Less: Amount of previous payments	\$ 289,113.25
(i) BALANCE DUE THIS PAYMENT _____	\$ 15,216.49

7. CERTIFICATION OF CONTRACTOR

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with work covered by prior Applications for Payment numbered 1 through 8 inclusive; and (2) title to all materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract and/or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this Periodic Estimate; that no part of the "Balance Due This Payment" has been received, and that the undersigned and his subcontractors have - (check applicable time)

- a. Complied with all the labor provisions of said contract.
- b. Complied with all the labor provisions of said contract except in those instances where an honest dispute exists with respect to said labor provisions. (If (b) is checked, describe briefly nature of dispute.)

TANK PRO, INC.

(Contractor)

By *Phillip Stearman*
Phillip Stearman

(Signature of Authorized Representative)

DATE: 8/1/2024

Title President

6. ENGINEER'S RECOMMENDATION

I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor; that all work and/or material included in this Periodic Estimate has been inspected by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with requirements of the referenced contract; and that partial payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date and payment of the BALANCE DUE THIS PAYMENT is recommended.

BY: _____
PROJECT REPRESENTATIVE

BY: *Patrick Williams*
PROJECT ENGINEER

DATE: _____

DATE: 8/12/2024

7. OWNER'S APPROVAL OF PAYMENT

APPROVED: _____

DATE

APPROVED: _____

DATE

CONDITIONAL AFFIDAVIT AND RELEASE OF LIEN

PROJECT: Monticello South Side Elevated Storage
OWNER: The City of Monticello, Iowa
PAY APPLICATION NO.: 5 FINAL
PAY PERIOD: 5/23/2024-6/10/2024
AMOUNT OF PAYMENT: \$ 15,216.49

I CERTIFY to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the corresponding Contract Documents between the City of Monticello, Iowa, hereinafter called the **OWNER**, and, Tank Pro, Inc., hereinafter called the **CONTRACTOR**, for the above referenced project.

The Contractor further certifies and affirms under the penalty of perjury and violation of the appropriate State Code of Laws that all materials, labor, services, and all applicable taxes furnished to him in execution of the referenced project have been paid in full and that upon the above payment, the premises or bond for the above named project cannot be made subject to any valid lien or claim by the Contractor or any Sub-Contractors who furnished materials, labor, services, and all associated taxes to the Contractor for use in said project. The Contractor hereby releases and indemnifies the Owner from any further liability in connection with all materials, labor, services, and all applicable taxes furnished by the Contractor through the above-mentioned pay period.

This Affidavit and Release of Lien (RELEASE) is given in order to induce release of FINAL PAYMENT in the amount of Fifteen Thousand, Two Hundred Sixteen Dollars and Forty-Nine Cents (\$15,216.49) and on receipt of said payment by the CONTRACTOR, this Release becomes in full force and effect.

IN WITNESS WHEREOF, the CONTRACTOR has duly caused these presents to be signed and attested by its owner, officer, or duly authorized representative on the 1st day of August, 2024.

State of: ALABAMA
County of: TUSCALOOSA

SUBSCRIBED AND SWORN TO BEFORE ME THIS

1st DAY OF August, 2024

Tank Pro, Inc.
(Contractor)

Phillip Stearman
(Signature)

Phillip Stearman, President
(Printed Name and Title)

Angela Whitson
Notary Public



ANGELA WHITSON
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires

My commission expires: March 08, 2025

SUBCONTRACTOR FINAL RELEASE OF LIEN AND AFFIDAVIT OF PAYMENT

PROJECT: South Water Tower Repainting and Maintenance

OWNER: City of Monticello, IA

PRIME CONTRACTOR: Tank Pro, Inc., 5500 Watermelon Rd., Northport, AL 35473

SUBCONTRACTOR: Wapsi Banks, LLC, 761 Wapsi Banks Rd., Central City, IA 52214

WHEREAS, SUBCONTRACTOR AND PRIME CONTRACTOR, have heretofore entered into a certain Subcontract/Work Order, dated 7/7/2024, (AGREEMENT), relating to the furnishing of materials, labor and/or equipment in connection with the above referenced PROJECT for the above referenced OWNER.

NOW THEREFORE, in consideration and conditioned upon receipt of final payment in the sum of \$2,100.00 together with previous payments, represents the entire amount due to the SUBCONTRACTOR pursuant to the above referenced AGREEMENT. Therefore, SUBCONTRACTOR hereby certifies and affirms under the penalty of perjury and violation of the appropriate State Code of Laws that all materials, labor, equipment, tools and services (including all applicable taxes) furnished in execution of the PROJECT have been paid in full and that upon the above payment, the premises or bond for the above named project cannot be made subject to any valid lien or claim by the SUBCONTRACTOR or any of its successors and/or assigns. SUBCONTRACTOR hereby certifies and affirms under the penalty of perjury and violation of the appropriate State Code Laws that all persons who SUBCONTRACTOR employed/hired to supply materials, labor, equipment, tools or services to PRIME CONTRACTOR in connection with PROJECT and AGREEMENT have been paid in full.

SUBCONTRACTOR does hereby waive and release to the OWNER any and all liens or rights to lien upon the PROJECT, or upon the improvements now or hereafter thereon, or upon the monies or other considerations due or to become due from the OWNER and/or PRIME CONTRACTOR for labor or services, material, fixtures, or apparatus heretofore furnished or which may be furnished at any time hereafter by SUBCONTRACTOR to the PROJECT.

SUBCONTRACTOR hereby acknowledges that this Waiver and Release of Lien is unconditional, and SUBCONTRACTOR hereby releases and indemnifies the OWNER and the PRIME CONTRACTOR from any further liability in connection with all materials, labor, equipment, tools and services (including all applicable taxes) furnished by the SUBCONTRACTOR in connection with the PROJECT and against any liens related to the PROJECT.

IN WITNESS WHEREOF, the SUBCONTRACTOR has duly caused these presents to be signed and attested by its owner, officer, or duly authorized representative on the 12th day of July, 2024.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

12th Day of July, 2024

Notary Public:

Rachel Leanne Graumann

State of: IOWA

County of: Linn Jones

Wapsi Banks, LLC

(SUBCONTRACTOR)

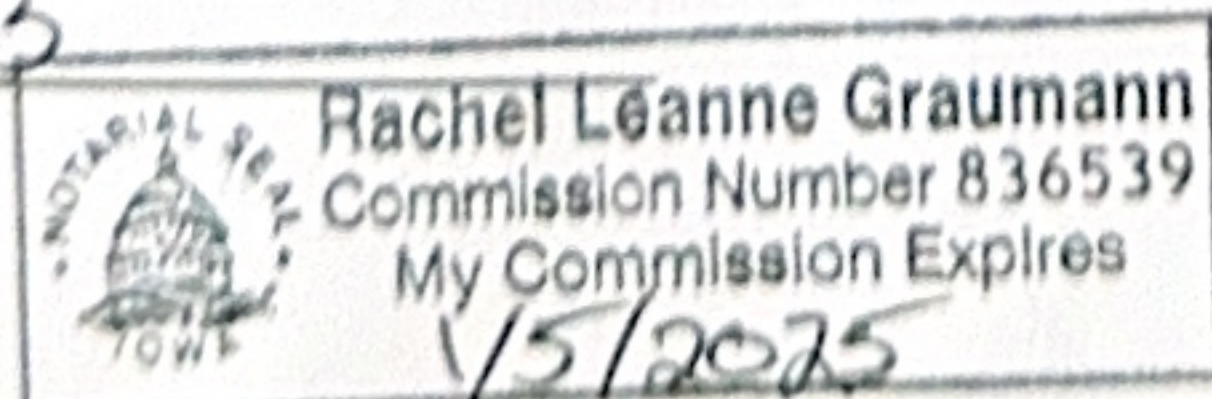
[Signature]
(Signature)

Ryan Heasty

(Printed Name)

President

(Title: Owner, Officer or Representative)



The City of Monticello, Iowa

RESOLUTION

Finally Accept South Water Tower Repainting and Maintenance Project, and Releasing Retainage in the amount of \$15,216.49

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

WHEREAS, Tank Pro, Inc contracted with the City to complete the South Water Tower Repainting and Maintenance Project, and

WHEREAS, Tank Pro, Inc requests the Council to accept the project as complete, release the retainage in the amount of \$15,216.49, and

WHEREAS, The Council finds it appropriate to recognize the project as complete and to accept same, to release the retainage in the amount of \$15,216.49.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby finally accept the South Water Tower Repainting and Maintenance Project as complete, approve payment of retainage to Tank Pro, Inc. in the amount of \$15,216.49.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 19th day of August 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 08/14/2024
Preparer: Russell Farnum



Agenda Item: # 5
Agenda Date: 08/19/2024

Communication Page

Agenda Items Description: Resolution Adopting Cash Policy

<u>Type of Action Requested:</u> Resolution	
<u>Attachments & Enclosures:</u> Resolution Cash Policy (Redline showing the changes) Cash Policy “final version”	<u>Fiscal Impact:</u> Budget Line Item: Budget Summary: Expenditure: Revenue:

Synopsis: This item was discussed at the August 5 worksession. Some final changes were made based upon the discussion and the document is ready for adoption.

Background: The State has routinely brought up cash management and transaction controls as an issue in our annual audit. This is frustrating, as an operation with minimal staff, there are only so many ways to check and double-check the City’s transactions.

Further, there were never any instances of mistakes or any instance of non-compliance. In fact, the Auditor notes:

“The results of our tests disclosed no instances of non-compliance or other matters which are required to be reported under Government Auditing Standards.”

However, having some guidelines and policies to minimize the potential for fraud, theft, or similar larceny is desirable. It is also necessary so that everyone on staff understands their roles and responsibilities, and can be held accountable for their actions.

After discussion at the August 5 worksession, Sally and I added the following two additional provisions:

1. Two people review and initial every cash summary to assure multiple review of the transactions prior to deposit, and;
2. All deposits will be brought to City Hall, and the Clerk’s office will then process the deposit.

This assures additional checks and balances as discussed at the worksession.

Recommendation: Approval is recommended

The City of Monticello, Iowa

RESOLUTION #

Adopting the City of Monticello Cash Management and Internal Control Policy

WHEREAS, the City Council of the City of Monticello approved the creation of a Cash Management and Internal Control Policy, and

WHEREAS, the City staff has presented a proposed policy for consideration by the City Council, and

WHEREAS, the Council finds that the policy as proposed is reasonable and appropriate and should be adopted by the City Council.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Monticello, Iowa does hereby approve of the City of Monticello Cash Management and Internal Control Policy as proposed, a copy of same being appended hereto, same being incorporated, by this reference, as if same had been set forth fully verbatim herein.

IN TESTIMONY WHEREOF, I subscribe my name and affix the Great Seal for the City of Monticello, Iowa on this 19th day of August, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

CITY OF MONTICELLO
CASH MANAGEMENT
and
INTERNAL CONTROL POLICY

Adopted by the Monticello City Council
Resolution No.

OVERVIEW

_____The establishment and maintenance of a Cash Management Policy and Internal Control Policy helps ensure the integrity of financial reporting and the maintenance of custody of the assets of the city. It also serves as a tool for staff and the management team for the compliance with federal, state and local regulations regarding the finances of the city.

PURPOSE

_____The purpose of this Cash Management and Internal Control Policy is to establish policies and provide for rules, regulations and procedures for the management of the financial affairs of the City of Monticello. This policy shall also serve as the guideline for internal control of the cash and receivables of the city. Chapter 7, Fiscal Management, of the Monticello Municipal Code speaks to and takes precedence over these policies in the event of a conflict.

_____The City Clerk/Treasurer in Monticello serves as the financial and accounting officer of the city and is responsible for the administration of this policy as well as the City Code sections applicable to financial management of the city.

OBJECTIVES OF THIS POLICY

1. To comply with federal, state and local laws
2. To ensure compliance with generally accepted accounting principles
3. Provide for reconciliation of cash received and deposits made
4. Monitor all cash transactions for internal compliance and accounting integrity
5. To provide for the oversight and accuracy of accounts receivable including but not limited to utility billing
6. To comply with requirements or suggestions of the annual financial audit examination
7. Provide loss control efforts to prevent fraud, theft or other larceny.

TRANSACTION CONTROL

_____ To maintain the integrity and proper accounting of and to provide for the safe custody of funds of the city, the following practices will be followed:

Receipt, Deposit and Reconciliation of Payments Collected

Payments Received in Person

12. The payment received must be entered in a cash register, if one is available, and a copy of the receipt given to the customer. If a cash register is not available, then prenumbered receipts must be utilized and a copy of the receipt given to the customer. Cash or checks shall be placed in the cash register drawer or cash box.

23. The payment collection point must maintain a clear separation of duties. An individual should not have responsibility for more than one of the cash handling components: billing/invoicing, collecting, depositing, and/or reconciling unless approval has been received from City Clerk/Treasurer.

43. All checks must be endorsed immediately with a restrictive endorsement payable to the City of Monticello. A restrictive endorsement occurs when the following text example is placed on the back of the check: "For Deposit Only to the City of Monticello" or "For Deposit Only to the City of Monticello-Parks and Recreation". The name of the department is encouraged for tracking purposes, should a problem arise.

45. All voided transactions are to be approved and initialed by the cash collection point supervisor and City Clerk/Treasurer.

56. Checks must not be cashed by cash collection points unless prior approval has been granted by the City Clerk/Treasurer.

67. Refunds and expenditures must be paid by City check unless other arrangements have been approved by City Clerk/Treasurer.

78. The cash received must be reconciled to the cash register or to the prenumbered receipts at the end of the day or at the end of each shift.

89. Only one cashier should be allowed access to a cash register or cash drawer during a single shift.

910. Cash must be stored in a safe, or other secure location as outlined below, until it is deposited.

Payments Received Through the Mail

When the mail is opened, and all checks received must be endorsed with a restrictive endorsement. The payments should be entered into an approved accounts receivable system or into a ticket ordering system if either system is available. If neither system is available, then a listing of the checks and transactions should be prepared. The total of the checks should be utilized for reconciliation purposes.

The person who opens the mail shall be different than the person entering the transactions.

Any cash or other payment received by mail shall also be documented as a transaction as outlined above.

Balancing of Receipts

All payments collected must be balanced daily by comparing the total of the cash, checks, credit cards receipts, etc. to the cash register totals, the prenumbered receipts totals and the money received by mail totals, as applicable. A summary of the balanced receipts and money totals shall be prepared and initialed by the person balancing those receipts. All transactions shall be documented, including credit card refunds and voided transactions.

Preparation of Deposits

1. The deposit ~~must~~ shall be prepared or confirmed by someone not involved with collecting the transactions or opening the mail. Unless a summary had already been prepared, that person shall prepare a summary of the receipts and deposit. The person preparing or confirming the deposit shall initial or sign the summary.
2. The deposit should be hand delivered ~~directly to an Ohnward Bank and Trust location~~ to the City Clerk/Treasurer for deposit at least weekly, when the total cash on hand reaches \$1,000, as outlined elsewhere in this document, or as otherwise directed by the City Clerk/Treasurer. City departments may implement a more restrictive deposit policy.
3. ~~Receipts from all deposits, if taken directly to the Bank, shall be submitted to the City Clerk/Treasurer on the day the deposit is made, or as soon thereafter as possible. All transactions shall be documented, including credit card refunds and voided transactions.~~

43. All funds received must be deposited within one week of receipt. However, checks issued incorrectly may be returned to the payer.

Administration

Deposits/Receipts

All transactions documented by the City Clerk/Treasurer's Office shall be deposited no less than within 3 days in a financial institution designated by the City Council in the adopted Depository Resolution. In the event cash is received in the amount of \$1,000 or more - after the daily deposit has been made - an additional deposit shall be made on that day. All receipts shall be numbered and dated. When single checks are deposited the name shall be listed on the deposit slip.

There are also funds directly deposited (ACH) into the city's financial institution upon the approval of the City Clerk/Treasurer. When notice of such funds is received from the remitting party, a receipt shall be issued in the same manner as any other transaction.

Library

_____ The Monticello Public Library may receive monies for fines, fees and minor purchases at the Library. Receipts will be counted, itemized and accounted for, regardless of size, and delivered to the City Clerk/Treasurer's Office ~~or hand delivered directly to an Ohnward Bank and Trust location~~ at least weekly for deposit. In the event funding is not equal to the itemization provided by the library, all funds will be returned to the library for reconciliation. Any and all discrepancies will be explained and accounted for. All funds will be secured in the locked drawer or other locked storage, out of public view, overnight.

Monticello Berndes Center

_____ The Monticello Berndes Center may receive monies for user fees, daily fees, registration fees and minor purchases at the Berndes Center or other Parks and Recreation facilities. Receipts will be counted, itemized and accounted for, regardless of size, and delivered to the City Clerk/Treasurer's Office ~~or hand delivered directly to an Ohnward Bank and Trust location~~ at least weekly for deposit. In the event funding is not equal to the itemization

provided by the Berndes Center, all funds will be returned to the Berndes Center for reconciliation. Any and all discrepancies will be explained and accounted for. All funds will be secured in the locked drawer or other locked storage, out of public view, overnight.

Monticello Aquatic Center

_____The Monticello Aquatic Center may receive monies for user fees, daily fees, seasonal passes, Snack Shack and other minor purchases at the Aquatic Center. Receipts will be counted, itemized and accounted for, regardless of size, and delivered to the City Clerk/Treasurer's Office ~~or hand delivered directly to an Ohnward Bank and Trust location~~ at least weekly for deposit. In the event funding is not equal to the itemization provided by the Aquatic Center, all funds will be returned to the Aquatic Center for reconciliation. Any and all discrepancies will be explained and accounted for. All funds will be secured in the locked drawer or other locked storage, out of public view, overnight.

Monticello Emergency Services Center

_____The Monticello Emergency Services Center may receive monies for ticket fines, minor violation fines, registration fees and minor purchases at the Emergency Services Center. Receipts will be counted, itemized and accounted for, regardless of size, and delivered to the City Clerk/Treasurer's Office ~~or hand delivered directly to an Ohnward Bank and Trust location~~ at least weekly for deposit. In the event funding is not equal to the itemization provided by the Emergency Services Center, all funds will be returned to the Emergency Services Center for reconciliation. Any and all discrepancies will be explained and accounted for. All funds will be secured in the locked drawer or other locked storage, out of public view, overnight.

Recreational Events, Special Events, or Other Situations

_____All funds received from recreational events, fundraisers, donations and sales, shall be delivered to the City Clerk/Treasurer's Office ~~or hand delivered directly to an Ohnward Bank and Trust location~~ on a weekly basis, regardless of size, for deposit. Change funds and any checks or financial instruments held for deposits will be secured in the locked drawer or other locked storage, out of public view, overnight.

Other Transactions

Accounts payable: All claims for payment will be entered and dated for Council approval of payment, the Friday preceding City Council meetings. No payments for claims will be made without City Council approval unless it is specifically noted on the “resolution authorizing City Clerk/Treasurer to make payment prior to Council approval”. Once all claims are entered, the City Clerk/Treasurer will review the bill list to determine if all claims are in compliance with the budgetary requirements and appear to be in order. Any spoiled check will be clearly marked VOID and destroyed.

Credit Card Usage: Claims for credit card purchases must not exceed the limit set by Resolution and each charge must be accompanied by a hardcopy invoice or receipt. Receipts shall be coded to the account that shall be used for payment and initialed by the Department Head and City Administrator. If a receipt is not submitted for a credit card charge, the individual who the card is issued to is personally responsible for the payment of such charge. All credit card invoices will be reviewed by the City Clerk/Treasurer prior to payment. The City Administrator will review the City Clerk/Treasurer’s credit card invoices. The Credit Card Usage policy must be followed when using this purchasing method.

Credit Accounts: The City of Monticello prefers not to open random credit accounts with vendors. If it is absolutely impossible to acquire 30 days credit on a sale or service without a credit application, all applications for credit must be approved by and signed by the City Clerk/Treasurer and City Administrator.

Petty Cash: As noted by City Code section 7.03(3), there will be maintained a petty cash fund at City Hall under the management of the City Clerk/Treasurer, not to exceed \$750. There will also be maintained a \$200 petty cash fund at the Monticello Public Library, a \$100 petty cash fund at the Berndes Center, a \$1800 petty cash fund for youth and adult tournaments, and a \$300 petty cash fund at the Aquatic Center. Incidental small expenditures, not to exceed \$15.00 may be paid for with petty cash funds. Petty cash funds will not be used for personal expenses such as meeting expense or mileage. A claim will be made on the bill list for Council approval to replenish the fund. No payment with petty cash funds will be made without a receipt or documentation of expenditure and the

fund/line account that will be charged for the expense. Only the City Clerk/Treasurer and the Deputy City Clerk shall have access to the City Hall petty cash fund.

Payroll: Each employee will maintain a time card that accurately reflects the number of hours worked as well as any time off taken during a pay period. Payroll checks will be issued on a bi-weekly (every 2 weeks) basis. The Department Head must sign off on every time card for employees of their department, the City Administrator must sign off on every Department Head time card. Time cards must be turned in to the City Clerk/Treasurer's Office no later than 9:00 a.m. on the Monday preceding a Tuesday payday.

Bank Account Numbers: In no event should the bank institution, account number, routing number or any related information be given to anyone over the phone or the internet. The City Clerk/Treasurer must authorize the dispensation of such information.

Wire Transfers: Wire transfers from the City of Monticello financial institutions must be authorized by the City Clerk/Treasurer and will only be used when ACH is not applicable. Wire transfers into the City of Monticello financial institutions will be limited to bond proceeds and such funds that are being deposited from long distances. The financial institution shall notify the City Clerk/Treasurer of any incoming wire transfers.

Tax exempt certificates and federal ID #: In no event should the federal ID # be given to anyone over the phone or internet. Any vendor requesting a tax-exempt certificate will have approval from the City Clerk/Treasurer only. The City Clerk/Treasurer must authorize the dispensation of the federal ID #.

Collection practices: The City will make every effort to collect funds owed the City. Collection agencies, the Iowa Setoff Program, and/or filing liens are some of the methods that may be used to collect past due funds owed the City.

Write off procedure: Delinquent accounts either uncollectible or too small to collect may warrant writing off. The City Clerk/Treasurer may determine what accounts should be written off when all other collection efforts have been exhausted. No accounts will be written off without approval by resolution of the City Council. After Council approval, such accounts will

be reversed from the accounting systems. There may be cases when collection efforts can continue after writing off an account.

CITY OF MONTICELLO
CASH MANAGEMENT
and
INTERNAL CONTROL POLICY

Adopted by the Monticello City Council
Resolution No.

OVERVIEW

The establishment and maintenance of a Cash Management Policy and Internal Control Policy helps ensure the integrity of financial reporting and the maintenance of custody of the assets of the city. It also serves as a tool for staff and the management team for the compliance with federal, state and local regulations regarding the finances of the city.

PURPOSE

The purpose of this Cash Management and Internal Control Policy is to establish policies and provide for rules, regulations and procedures for the management of the financial affairs of the City of Monticello. This policy shall also serve as the guideline for internal control of the cash and receivables of the city. Chapter 7, Fiscal Management, of the Monticello Municipal Code speaks to and takes precedence over these policies in the event of a conflict.

The City Clerk/Treasurer in Monticello serves as the financial and accounting officer of the city and is responsible for the administration of this policy as well as the City Code sections applicable to financial management of the city.

OBJECTIVES OF THIS POLICY

1. To comply with federal, state and local laws
2. To ensure compliance with generally accepted accounting principles
3. Provide for reconciliation of cash received and deposits made
4. Monitor all cash transactions for internal compliance and accounting integrity
5. To provide for the oversight and accuracy of accounts receivable including but not limited to utility billing
6. To comply with requirements or suggestions of the annual financial audit examination
7. Provide loss control efforts to prevent fraud, theft or other larceny.

TRANSACTION CONTROL

To maintain the integrity and proper accounting of and to provide for the safe custody of funds of the city, the following practices will be followed:

Receipt, Deposit and Reconciliation of Payments Collected

Payments Received in Person

1. The payment received must be entered in a cash register, if one is available, and a copy of the receipt given to the customer. If a cash register is not available, then prenumbered receipts must be utilized and a copy of the receipt given to the customer. Cash or checks shall be placed in the cash register drawer or cash box.
2. The payment collection point must maintain a clear separation of duties. An individual should not have responsibility for more than one of the cash handling components: billing/invoicing, collecting, depositing, and/or reconciling unless approval has been received from City Clerk/Treasurer.
3. All checks must be endorsed immediately with a restrictive endorsement payable to the City of Monticello. A restrictive endorsement occurs when the following text example is placed on the back of the check: "For Deposit Only to the City of Monticello" or "For Deposit Only to the City of Monticello-Parks and Recreation". The name of the department is encouraged for tracking purposes, should a problem arise.
4. All voided transactions are to be approved and initialed by the cash collection point supervisor and City Clerk/Treasurer.
5. Checks must not be cashed by cash collection points unless prior approval has been granted by the City Clerk/Treasurer.
6. Refunds and expenditures must be paid by City check unless other arrangements have been approved by City Clerk/Treasurer.
7. The cash received must be reconciled to the cash register or to the prenumbered receipts at the end of the day or at the end of each shift.
8. Only one cashier should be allowed access to a cash register or cash drawer during a single shift.
9. Cash must be stored in a safe, or other secure location as outlined below, until it is deposited.

Payments Received Through the Mail

When the mail is opened, and all checks received must be endorsed with a restrictive endorsement. The payments should be entered into an approved accounts receivable system or into a ticket ordering system if either system is available. If neither system is available, then a listing of the checks and transactions should be prepared. The total of the checks should be utilized for reconciliation purposes.

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Any cash or other payment received by mail shall also be documented as a transaction as outlined above.

Balancing of Receipts

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Preparation of Deposits

1. The deposit shall be prepared or confirmed by someone not involved with collecting the transactions or opening the mail. Unless a summary had already been prepared, that person shall prepare a summary of the receipts and deposit. The person preparing or confirming the deposit shall initial or sign the summary.
2. The deposit should be hand delivered to the City Clerk/Treasurer for deposit at least weekly, when the total cash on hand reaches \$1,000, as outlined elsewhere in this document, or as otherwise directed by the City Clerk/Treasurer. City departments may implement a more restrictive deposit policy.
3. All funds received must be deposited within one week of receipt. However, checks issued incorrectly may be returned to the payer.

Administration

Deposits/Receipts

All transactions documented by the City Clerk/Treasurer's Office shall be deposited no less than within 3 days in a financial institution designated by the City Council in the adopted Depository Resolution. In the event cash is received in the amount of \$1,000 or more - after the daily deposit has been made - an additional deposit shall be made on that day. All receipts shall be numbered and dated. When single checks are deposited the name shall be listed on the deposit slip.

There are also funds directly deposited (ACH) into the city's financial institution upon the approval of the City Clerk/Treasurer. When notice of such funds is received from the remitting party, a receipt shall be issued in the same manner as any other transaction.

Library

The Monticello Public Library may receive monies for fines, fees and minor purchases at the Library. Receipts will be counted, itemized and accounted for, regardless of size, and delivered to the City Clerk/Treasurer's Office at least weekly for deposit. In the event funding is not equal to the itemization provided by the library, all funds will be returned to the library for reconciliation. Any and all discrepancies will be explained and accounted for. All funds will be secured in the locked drawer or other locked storage, out of public view, overnight.

Monticello Berndes Center

The Monticello Berndes Center may receive monies for user fees, daily fees, registration fees and minor purchases at the Berndes Center or other Parks and Recreation facilities. Receipts will be counted, itemized and accounted for, regardless of size, and delivered to the City Clerk/Treasurer's Office at least weekly for deposit. In the event funding is not equal to the itemization provided by the Berndes Center, all funds will be returned to the Berndes Center for reconciliation. Any and all discrepancies will be explained and accounted for. All funds will be secured in the locked drawer or other locked storage, out of public view, overnight.

Monticello Aquatic Center

The Monticello Aquatic Center may receive monies for user fees, daily fees, seasonal passes, Snack Shack and other minor purchases at the Aquatic Center. Receipts will be counted, itemized and accounted for, regardless of size, and delivered to the City Clerk/Treasurer's Office at least weekly for deposit. In the event funding is not equal to the itemization provided by the Aquatic Center, all funds will be returned to the Aquatic Center for reconciliation. Any and all discrepancies will be explained and accounted for. All funds will be secured in the locked drawer or other locked storage, out of public view, overnight.

Monticello Emergency Services Center

The Monticello Emergency Services Center may receive monies for ticket fines, minor violation fines, registration fees and minor purchases at the Emergency Services Center. Receipts will be counted, itemized and accounted for, regardless of size, and delivered to the City Clerk/Treasurer's Office at least weekly for deposit. In the event funding is not equal to the itemization provided by the Emergency Services Center, all funds will be returned to the Emergency Services Center for reconciliation. Any and all discrepancies will be explained and accounted for. All funds will be secured in the locked drawer or other locked storage, out of public view, overnight.

Recreational Events, Special Events, or Other Situations

All funds received from recreational events, fundraisers, donations and sales, shall be delivered to the City Clerk/Treasurer's Office on a weekly basis, regardless of size, for deposit. Change funds and any checks or financial instruments held for deposits will be secured in the locked drawer or other locked storage, out of public view, overnight.

Other Transactions

Accounts payable: All claims for payment will be entered and dated for Council approval of payment, the Friday preceding City Council meetings. No payments for claims will be made without City Council approval unless it is specifically noted on the "resolution authorizing City Clerk/Treasurer to

make payment prior to Council approval". Once all claims are entered, the City Clerk/Treasurer will review the bill list to determine if all claims are in compliance with the budgetary requirements and appear to be in order. Any spoiled check will be clearly marked VOID and destroyed.

Credit Card Usage: Claims for credit card purchases must not exceed the limit set by Resolution and each charge must be accompanied by a hardcopy invoice or receipt. Receipts shall be coded to the account that shall be used for payment and initialed by the Department Head and City Administrator. If a receipt is not submitted for a credit card charge, the individual who the card is issued to is personally responsible for the payment of such charge. All credit card invoices will be reviewed by the City Clerk/Treasurer prior to payment. The City Administrator will review the City Clerk/Treasurer's credit card invoices. The Credit Card Usage policy must be followed when using this purchasing method.

Credit Accounts: The City of Monticello prefers not to open random credit accounts with vendors. If it is absolutely impossible to acquire 30 days credit on a sale or service without a credit application, all applications for credit must be approved by and signed by the City Clerk/Treasurer and City Administrator.

Petty Cash: As noted by City Code section 7.03(3), there will be maintained a petty cash fund at City Hall under the management of the City Clerk/Treasurer, not to exceed \$750. There will also be maintained a \$200 petty cash fund at the Monticello Public Library, a \$100 petty cash fund at the Berndes Center, a \$1800 petty cash fund for youth and adult tournaments, and a \$300 petty cash fund at the Aquatic Center. Incidental small expenditures, not to exceed \$15.00 may be paid for with petty cash funds. Petty cash funds will not be used for personal expenses such as meeting expense or mileage. A claim will be made on the bill list for Council approval to replenish the fund. No payment with petty cash funds will be made without a receipt or documentation of expenditure and the fund/line account that will be charged for the expense. Only the City Clerk/Treasurer and the Deputy City Clerk shall have access to the City Hall petty cash fund.

Payroll: Each employee will maintain a time card that accurately reflects the number of hours worked as well as any time off taken during a pay period. Payroll checks will be issued on a bi-weekly (every 2 weeks) basis. The

Department Head must sign off on every time card for employees of their department, the City Administrator must sign off on every Department Head time card. Time cards must be turned in to the City Clerk/Treasurer's Office no later than 9:00 a.m. on the Monday preceding a Tuesday payday.

Bank Account Numbers: In no event should the bank institution, account number, routing number or any related information be given to anyone over the phone or the internet. The City Clerk/Treasurer must authorize the dispensation of such information.

Wire Transfers: Wire transfers from the City of Monticello financial institutions must be authorized by the City Clerk/Treasurer and will only be used when ACH is not applicable. Wire transfers into the City of Monticello financial institutions will be limited to bond proceeds and such funds that are being deposited from long distances. The financial institution shall notify the City Clerk/Treasurer of any incoming wire transfers.

Tax exempt certificates and federal ID #: In no event should the federal ID # be given to anyone over the phone or internet. Any vendor requesting a tax-exempt certificate will have approval from the City Clerk/Treasurer only. The City Clerk/Treasurer must authorize the dispensation of the federal ID #.

Collection practices: The City will make every effort to collect funds owed the City. Collection agencies, the Iowa Setoff Program, and/or filing liens are some of the methods that may be used to collect past due funds owed the City.

Write off procedure: Delinquent accounts either uncollectible or too small to collect may warrant writing off. The City Clerk/Treasurer may determine what accounts should be written off when all other collection efforts have been exhausted. No accounts will be written off without approval by resolution of the City Council. After Council approval, such accounts will be reversed from the accounting systems. There may be cases when collection efforts can continue after writing off an account.

City Council Meeting
Prep. Date: 08/13/2024
Preparer: Russell Farnum



Agenda Item: # 6
Agenda Date: 08/19/2024

Communication Page

Agenda Items Description: Adoption of Goal Setting Report

Type of Action Requested: Resolution

Attachments & Enclosures:
Resolution

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

Synopsis: Staff and Council worked together on setting goals for the next few years. This report was prepared after the work session and discussed again at the last Council meeting.

This Resolution adopts the report as Council’s goals for the next several years. We will talk about steps necessary to implement these goals at a work session on this same agenda.

Council is reminded that these Goals are not “mutually exclusive”, and we can be working toward accomplishing more than one at any given time.

Recommendation: Approval of the Resolution is recommended.

The City of Monticello, Iowa

RESOLUTION

Approving Final Report generated as a result of City of Monticello Goal Setting meeting held on July 15, 2024

WHEREAS, The Monticello City Council, Mayor, and a number of staff participated in what has become known as the “Council Goal Setting”, and

WHEREAS, Prior to the session, the Mayor, Council, and Department Heads completed a survey of recent major accomplishments, potential Significant Initiatives of Programs, Capital Projects/Needs, Council Needs, Teamwork, Development/Growth, and various supplemental questions, and

WHEREAS, During the goal setting session, Jones County Economic Development Director, Derek Lumsden did a leadership exercise on the importance of leadership throughout the City. Lumsden discussed two of the most commonly addressed areas in the survey, and

WHEREAS, After the session, the Jones County Economic Development Director, Derek Lumsden compiled the data and information generated from the surveys and during the goal setting process and prepared a final report for review and affirmation by the City Council, and

WHEREAS, The City Council has reviewed said final report and finds it to be a complete and accurate representation of the results of the goal setting session and that the same should therefore be affirmed and approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the City of Monticello, Iowa Priority Goal Setting 2024 Final Report related to the Goal Setting session held on July 15, 2024.

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 15th day of August, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City of Monticello, Iowa

Priority Goal Setting 2024

Final Report

Prepared by: Derek Lumsden, Jones County Economic Development Executive Director

Mayor:

Wayne Peach

City Council:

Josh Brenneman

Scott Brighton

Jake Ellwood

Dave Goedken

Candy Langerman

Mary Phelan

City Administrator:

Russ Farnum

Department Heads:

Sally Hinrichsen, City Clerk

Nick Kahler, Public Works

Jacob Oswald, Parks & Recreation

Britt Smith, Police Chief

Jim Tjaden, Water/Wastewater*

Lori Lynch, Ambulance

Faith Brehm, Library

Joe Bayne, Fire*

*Signifies Department Head not in attendance

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Introduction

In the summer of 2020, the Monticello City Council gathered input from staff and elected officials to outline some ideas for a strategy and goal setting session. The document produced from that work session has helped identify outcomes that were at the forefront of the City over the last several years. However, most of the work from that 2020 plan is either currently in the works or already completed.

City Administrator Russ Farnum reached out to Jones County Economic Development Director Derek Lumsden in the spring of 2024 to discuss facilitation of another round of goal setting for the departments and Council. Upon agreement of the timeline and approach to be taken during the discussions, Farnum developed a survey similar to ones used in past years to get ideas on where the department heads and elected officials saw Monticello moving toward in the future.

The surveys included the following categories for review: Major Accomplishments; Issues or Concerns; Significant Initiatives or Programs; Capital Projects; Teamwork; Development/Growth; and Supplemental Questions. These categories had everyone reflect on areas of improvement and direction for the City in the next five years (the exception being Major Accomplishments which focused on the previous five years) and had them identify concepts that could be readily accomplished by the City within the next five year timeframe and were not already in process. This survey was sent out in mid-June and was due back to either Farnum or Lumsden by Monday, July 1, 2024.

Once collected, Lumsden collated the data and outlined the basics of the goal setting work session with Farnum. Instead of giving everyone a collated list of every possible answer, the decision was made to do some 30,000 foot view conversations followed by two in-depth conversations on topics that were addressed most frequently. Then, once the work session was complete, a final report would be issued that outlined the discussion the night of the work session as well as the results from the surveys. A section would also include recommendations and next steps for the Council to discuss.

The work session was conducted on Monday, July 15, 2024 in the Monticello City Council Chambers. Lumsden laid out some ground rules to follow including listening actively and engaging productively; having realistic ideas and focusing on those ideas, not on the people proposing them or where they might end up for completion; and recognizing that results will take time and the success of the ideas is the responsibility of everyone. The final draft report was due to the City Council and department heads no later than August 5, 2024 with adoption by resolution of a final plan by the August 19th, 2024 Council meeting.

Top Ten Overall Ideas From The Surveys

Lumsden started the conversation by pointing out to the group that most of the surveys were relatively in alignment. While people might have put them in different categories, overall the needs were very similar across the surveys. He noted that he would include a section in the report outlining these areas and giving some recommendations for the group to consider and discuss at a later point. The top ten overall ideas/themes are outlined below:

- **Housing Development** (Discussed separately)

- **City Facilities** (Discussed separately)

- **Trail Development**

While this was mentioned under the City Facilities section, there were a lot of comments about finishing trails that had already been started; connecting trails to each other in the community; and getting more trails developed both in the City and throughout the region. As this went beyond mere maintenance, it was deserving of its own category.

- **City Services**

Some of these could easily be slid under the City facilities section, but there were a lot of comments about the need for new services/projects that would not necessarily fit the idea of continued maintenance. As will be seen, while these have the City Facilities flavor, they also do not quite fit in the mentality of that category, so it was listed separately.

- **Tourism**

One of the strengths mentioned in the work session as well as in the surveys was the City's work around local amenities. Events such as the ones being done by the Monticello Chamber and Monticello Main Street bring local and regional people to the community while larger events such as the Great Jones County Fair bring a nationwide audience to town. There were a lot of comments making sure that the City is finding ways to accommodate tourists without isolating residents. Additionally, how can the City work to make sure that the local amenities are up to par? (Some of this would fit under City Facilities, but other aspects would be an additional program or idea).

- **Equipment**

Another one that could be discussed under City Facilities, but was mentioned enough times (and usually very specifically) that it deserves its own category.

- **Budgeting**

This was an interesting one that came from both staff and the elected officials.

Oftentimes the way a City has to facilitate and adopt their budget is both confusing and hard to translate to the current day. The budget for the following year gets started in the late fall/early winter of one calendar year and finished in the first few months of another calendar year. However, the City has a fiscal year running from July 1 to June

30th so there are a lot of factors that play into budgets, including how to prognosticate what will be used and then multiple budget amendments throughout the year to help show what is actually being spent and where. Across the board, there was a desire for more training and transparency on the budget.

- **Training**

One area that was touched on frequently was the need for training, for both the elected officials and the department heads. Staff had more emphasis on training for different machines, funding sources, and state/federal requirements related to their day-to-day operations. The elected officials had more emphasis on team management and collaboration techniques. Many surveys mentioned training/activities regarding teamwork as a whole.

- **Recognition of Accomplishments**

There was some frustration that the City had been accomplishing a great number of things, but that it seemed to be forgotten or unknown by the public at large. Was it due to a lack of press and praise on things accomplished? Is it because it didn't move the needle in terms of community pride and engagement? Is there something missing between finishing projects and the recognition? What can be done to fix this?

- **Miscellaneous**

These are ideas that could be considered across multiple areas above, but were broad enough to need its own topic area. One of the main concepts mentioned regarded the Volunteer Ethic of the community. A second concept mentioned was the development of a private fundraising venture.

The Housing Development and the City Facilities categories were broken out more broadly for discussion, but all of the above concepts and overarching ideas were incorporated into the Action Plan later in this document.

Leadership Exercise

Lumsden began the work session by talking about the importance of leadership throughout the City. So often the work of teams is not qualified this way because a checklist of goals is merely divided up and spread out among the different staff members and some of the overall decisions outside the initial scope are made by the Council. There is a vacuum of sorts when it comes to working together as a team and exhibiting leadership qualities across the board. Therefore, instead of just drafting a list of projects and programs to debate, the decision was made to take a 30,000 foot view and begin with an exercise at the level of leadership for the City, both at the staff and Council levels.

To begin the exercise, Lumsden had everyone think of a mentor in their life, either currently or in the past. The best example of a leader that they had ever seen or worked with in any capacity. After everyone thought for a minute, Lumsden had them start calling out the best character traits of these leaders and came up with the following list:

KNOWLEDGEABLE	ORGANIZED	<u>PROACTIVE</u>	ACCOUNTABLE
INVOLVEMENT	<u>LISTENER</u>	COURAGE	HONESTY
<u>PATIENCE</u>	HUMILITY	TEAM PLAYER	<u>TRUSTING</u>
VISION	FAIR		

Lumsden followed this exercise up by adding in other elements that make a great leader as pulled from keywords in the surveys everyone had filled out. In addition to the ones above, the following traits made the list as well:

<u>RESPECT</u>	<u>AUTONOMY</u>	COMMUNICATION	EMPOWERING
<u>FEEDBACK</u>	DEFINED ROLES		

Once this was complete, Lumsden underlined the words that came up most frequently in the surveys from both staff and elected officials. (They are underlined above too). Lumsden pointed out that “Respect” was the word most often associated with leadership and teamwork throughout the surveys. (It’s bolded above).

The next part of the exercise was an inner reflection on leadership and not shared with the rest of the group. Lumsden had the group determining which of the above leadership traits they exemplified best. What was the one leadership trait that they were the best at? Consequently, Lumsden also had the group determine which of the leadership traits they were the worst at performing. Lumsden told them to keep those traits in mind as the rest of the night went on because leaders need to know where their strengths lie and where they might need assistance in the future, especially working with a diverse team to accomplish mutual goals.

Upon completion of that internal leadership evaluation, Lumsden read a definition of leadership to the group:

The ability of an individual or group of people to influence and guide a team.

Lumsden turned to a frank discussion of how the individual members of the team viewed the City as an overall whole in leadership. How does the City (meaning both department heads and elected staff) do in providing leadership to the rest of the staff and community? How would you rate the City in providing this leadership on a scale from 1-10 as meeting the above definition?

Unsurprisingly, the results were mixed and more middle of the road. The numbers ranged from 4 on the low end to 7 on the high end. There were some concerns that the City has some larger leadership hills to climb, especially as newer people (both to the staff and Council side) were still getting acclimated to their roles. Conversely, there were other areas where the team thought the City had excelled, especially when it has come to accomplishments over the last few years and how things have continued to progress. Everyone also largely agreed that the team was heading in the right direction and that in a few more years that number would be much higher across the board from everyone as the City continued to experience greater success.

Building off that conversation, Lumsden next had the group discuss the question: “What does success look like?” He noted that “success” is one of those words that can mean a variety of things to a group and that leadership is needed to help crystallize the direction and outcomes for the organization. But what does it mean? What does “success” mean regarding this particular plan? Is it something as simple as a checklist? If the City crosses things off the list, is that a success? Or is there something more to the success of the City? Lumsden commented that this had come up a lot in the surveys as well that no one seemed to know what success meant for the community or the staff or the Council.

Primarily, this conversation ended up hovering around the idea of building a complete community. But this had a number of pathways and decisions on how to get there. The group discussed everything from developing pride in the community to attracting new people to move to the community to talking about greater involvement by community members to help reach goals that everyone wanted to see. The ideal vision was one where Monticello could provide what everyone needed and wanted without having to leave the community. It would incorporate ways to bring in tourism and recruit new residents without changing the feel or identity of the community as well. But how do you define success when every resident or visitor is likely to want or need different things in any given moment? How does a City address and adapt constantly in order to be successful? Is it the City’s job to address what makes the community as a whole successful? Or do they partner with the residents, businesses, organizations, etc. to achieve goals and let success be determined by others?

Ultimately, the group decided that there is more to success than just a checklist of goals accomplished, but that those goals in written form can help drive more focus and more energy. That's why the group mentioned that goal setting meetings like these provide value, because it helps identify areas where work is needed and everyone can assist the other because they can see what is being worked on and provide assistance, etc. The completion of fulfilling those goals can lead to a building of a community along the lines of pride, involvement, volunteerism, etc. and can spur greater conversations around what it means to be a success.

Lumsden recalled that these exercises, both thinking in terms of how to lead and how to define success, would be drilled down to a more local level of thinking now. At this point, two of the most commonly addressed areas in the survey were going to be addressed individually. The group was going to address the possibilities of the topics, the shortcomings of what might be possible, and determine a potential path forward. Using the leadership and success exercises as templates, how does the City move forward with these objectives as outlined by the City themselves?

Housing Development

Lumsden mentioned to the group that the most consistent answer across the board for what the City needed to focus on in the next five years was developing housing. There were a number of different ways that people highlighted that answer, but the overarching goal was that the City should be a major player in developing housing. Reminding the group to keep the previous exercises in mind, Lumsden asked the group what they thought the City should do in order to fulfill this tenet from the surveys.

The conversation started with a conversation about what works well as a spot for people to live in Monticello. While some of the group had lived in Monticello most of their lives, others were recent transplants to the area and a few did not live in town. One of the main areas of agreement was that the City of Monticello had a number of great services and infrastructure to offer, making it easy to connect to the grid and to build housing. Factor in the ability of the City to partner on streets, public safety, quality of life amenities, and more, it made Monticello a desirable place to live. Another value that makes Monticello a quality place to live is the stability of the community. There are a lot of stable businesses, including in the industrial sector, quality school district, adding more amenities, and a sense of completeness that the group felt did not always extend to other communities. Finally, it was mentioned that the City Council has taken a look at trying to find ways to financially incentivize the development of homes through Tax Increment Financing (TIF) and other venues to help make the return on investment for developers more enticing.

Conversely, Lumsden asked what made it a challenge for housing development in Monticello. What is keeping developers away? What is keeping housing from developing when there are so many options? Lumsden shared that the surveys mentioned ideas from new developments to upper story housing in the downtown to putting housing on vacant lots and more. If housing is such a need as seen by the City and the community, why isn't more going up? What is keeping it from being implemented already? Does the City already have enough housing?

One challenge was location. While the City had some narrow avenues of expansion, it was somewhat land-locked to growth. The Maquoketa River cuts off expansion to the north, the airport and Highway 151 can hinder development to the east, Highway 151 can increase the cost of developing south of the community, and throughout the cardinal directions agricultural land makes it difficult to expand. Iowa is a very agriculturally-based state, so farm land can be purchased and sold at premiums and it is definitely discouraged from being developed into anything else.

A second challenge was that the community lacked that one big developer. Larger areas tend to have one developer (sometimes more) that is willing to buy land and build houses, sometimes multiple developments within a year. They can afford to carry the risk that smaller, local developers cannot do. Due to their size, they can also be offered more attractive lending

rates and attract greater investment. That has meant that housing has been developed, but it tends to be in smaller quantities, rarely filling a development. Monticello has had some luck with in-fill duplexes and the like, but the large scale developer has eluded the community. In the same vein as this, it was mentioned that developers don't see the same return on their investment. Costs have gone up, but the ability of someone to buy a more expensive house has decreased. There is also the inability of developers to build starter homes or what would be classified as "affordable housing/missing middle housing" so it tends to not happen without substantive reimbursement or outside investment, both public and private. Without the ability to offset some of their expenses, any developer would find it hard to compete and create housing, which was one of the reasons the City is considering TIF to incentivize housing.

The last question stirred some debate around the need for more housing and was more truly necessary. It was noted that housing in the community has ticked up over the last couple of decades (although at a rate of only a few per year) even though population did not follow. The population has continued to fluctuate within a few hundred people of its average over the last one hundred years. In that time, yes the City limits and the number of houses have grown, but not necessarily the number of people in the community.

A few people also asked the question: Do we want Monticello to grow? A few of the newer transplants to the community said they chose Monticello because of its smaller town feel and that it wasn't large. If that changed and some large developments went in and the town grew, how would that change the feel? Would the success of adding more housing ultimately make the community feel less welcoming, less cordial to everyone? Should the status quo be the direction taken when it comes to housing?

Lumsden took this opportunity to ask another question: **Should** the City be involved in housing development? It was noted by the group that a number of cities do get involved in some fashion and that it can lead to growth, both in people and in the tax base, which allows for services and infrastructure to continue to be upgraded. Lumsden asked if instead of just funding housing development, should the City be involved in real estate development directly? The group talked about how there had been some success in that area, especially when the City is getting vacant/condemned housing and tearing it down. This allows for prime lots to be redeveloped into housing. One group member even mentioned that the lot at the corner of Chestnut and 6th Streets was going to have a home on it by the end of the year and how that would not have happened if the City had not taken the lead.

Lumsden ended the conversation by noting that there were some good ideas and more food for thought for the team. He mentioned that more would be spelled out in the final report, but wanted to move on to the next category so there was plenty of time for discussion there as well.

CITY FACILITIES

Having concluded the housing development discussion, Lumsden noted that the second highest area of convergence among survey answers was in city facilities. This category was large, but included everything from parks to buildings owned by the City to streets, gutters, sidewalks, etc. Similar to the previous process, Lumsden had the group start by listing out the strengths of the City facilities currently.

The first strength was the variety of amenities. It was noted that the community had a lot of great options for people, especially in recreation. There were parks, Frisbee golf, the Austin Strong playground, the swimming pool, pickleball courts, and much more. The group agreed that the City continues to focus and develop quality of life amenities that make the community more cohesive. Simultaneously with this, the group agreed that the aesthetics of the community were top-notch. The community was clean, in good repair overall, and had some great exhibits of nature, such as at Riverside Gardens.

The second strength was the services and utilities of the community. While often going unnoticed, the City continually strives to maintain and improve upon those elements so residents don't have to think about them. If you go most of your life without a water or sewer issue, don't have to worry or think about public safety, and can enjoy the local amenities without having to worry about availability of them, then it's been a success on the part of the City to make it one less worry for residents. It was definitely a matter of pride among the City departments represented that the City worked hard to keep these services and utilities active and in good repair for the residents.

The final strength noted was in the maintenance of the buildings. While a lot of money could not be allocated every year necessarily, the City has found ways to do smaller street projects over the years, do small upgrades to the Community Center above City Hall, add some extra maintenance to the Berndes Center, and do larger scale projects like the current wastewater treatment project. The City realizes that the community needs the City to set the example of following through and taking care of its property if it expects the same from the businesses and residents.

On the flip side, Lumsden had them list off the areas where the City could improve regarding community facilities. Unsurprisingly, one of the strengths of the City was also listed as an area of improvement: Services/Utilities. While the City has worked hard to maintain and improve services, there was agreement that the process is not as direct or as easy as the community at large would prefer. When there are issues with streets, the parks, etc., it is easy to demand immediate action, but much harder to take it. Cities are bound by many different restraints, including the bidding process, public hearings, budgetary considerations, the cost of doing the work continuing to rise, and more. So while the City works hard to maintain what they have, it

can be hard to improve or grow what is existing until it becomes an emergency because of these factors, especially financially.

Factored in with this was the idea that some elements of the City services should be easier to access. The website was highlighted as a main area that does not only seem to lack in ease of use, but there is very little that can be done online. As the world has become more technology-based, so too should the City be looking at ways to allow more things to be done online, especially paying bills, filling out and paying for permits, etc. There was a belief that the City should not only do more to allow for these types of services, but should also be better about promoting and updating the public on what the City does provide. Lumsden also asked if access should be considered in the physical sense. Can anyone use the Berdnes Center at 2am for example? What about the third-shift workers on their day off? How can they partake in the amenities during times when they might normally work?

A second area of improvement was specifically regarding the maintenance of streets. It was one of the most common complaints that both City staff and elected officials received. In the past, the City used to have a series of three to four small street projects and put them all out for bid as one larger project to make it easier to bond rather than one small project. Recently, the City has been doing larger scale street projects, such as Sycamore Street and Chestnut Street, but that has meant other projects being shelved for the time being. There was agreement that if the streets are poor that people are driving on, then it was hard to boast about all of the great amenities and aesthetics because people would be focused on the rough condition of the roads, both residents and visitors alike.

The problem became finding the best way to approach projects. The conversation focused around planning. There was general consensus that the City should revive a practice from several years ago and start formulating a five-year capital improvement plan. This would not only give the City multiple projects to have on their agenda, but also help remind everyone that funding for those projects would need to be designated in the respective years. Additionally, the City should be focused on a comprehensive planning process. One-off goal strategy sessions and a five year capital improvement plan can work, but an overall union of the myriad projects, programs, etc. would be best. Plus, comprehensive plans seek to project out about twenty years and can have more wide ranging ideas. Finally, the comprehensive plan takes time to develop, offers ideas on projects and resources, and most importantly gets input from the community on what they want to see as well. While the goal setting and the capital improvement plans can do that, they generally do not do so.

The conversation concluded with the planning ideas discussed above. Lumsden reiterated that he would list out some ideas and recommendations in the final report. These recommendations would come from the surveys, the discussion, and other sources to help guide the team moving forward on a final plan of action to ratify at the Council level in the near future.

Plan of Action

Between the surveys, the work session, and other resources, the objective was to provide an outline of goals for the Council. (Those items listed in italics are facilitator recommendations). Using the Top 10 Ideas from earlier, the following plan of action was formulated:

1. **Housing Development**

- A. Identify corridors of growth for future housing development in the City.
- B. Develop an overall plan for housing incentives that can be tweaked per development.
- C. *Authorize a housing assessment survey through an entity like ECICOG to determine future need and population projections.*
- D. Survey the local housing to find lots/units that would be suitable for City development, similar to the 541 N. Chestnut St. lot.
- E. Implement a minimum maintenance code, rental inspections, and a vacant property register to help address housing deficiencies and degradation.

2. **City Facilities**

- A. *Do a street inspection survey to see what roads are the highest traffic and in the worst shape.*
- B. Formulate a five-year capital improvement plan with input from the City departments and the City Council.
- C. Contract for a comprehensive plan through an entity like ECICOG to look at the long-term needs and wants of the community at large.
- D. Review and update procedures and software on the website. Investigate new upgrades to technology to allow for more automation of City forms, payments, etc. across the City departments.
- E. Review other local planning efforts, such as the Parks and Recreation Master Plan and the Monticello Main Street Strategic Plan to find quality partnerships and potential access to other resources.

3. **Trail Development**

- A. Expand the Willow Creek Trail to downtown Monticello and to Riverside Gardens.
- B. Develop a trail from the Monticello High School to the Kirkwood Regional Center.
- C. Connect all of the local trails to each other, including the REAP grant trail.
- D. Form a local Trail Committee made up of a variety of interested parties (not primarily City-driven) that can run point on the development of a trail plan for the community.
- E. *Partner with regional organizations and amenities to develop a larger Jones County trail system. (There is more money for larger, more regional trail projects, so this should be in consideration to connect Monticello to other amenities and venues).*

4. **Budgeting**

- A. Recommend training to staff on how to plan and develop departmental budgets, especially in relation to outcomes and plans such as a Capital Improvement Plan.
- B. Requiring training for the City Council prior to the budget to understand state laws and obligations regarding the budgeting process.
- C. Offer Tax Increment Financing workshops so everyone can understand how it works, what's required, etc.
- D. *Work with resource partners like the Iowa League of Cities to offer trainings as well as best practices/good rules of thumb for budgeting processes.*

5. **Tourism**

- A. Work with Main Street Monticello and the Monticello Chamber to develop a wayfinding signage plan for the community.
- B. Recruit businesses for the corner of Main and Oak Streets and/or by Cobblestone.
- C. Develop business and tourism amenities along the Maquoketa River.
- D. Construct public restrooms for the community in multiple high-traffic areas.

6. **City Services**

- A. Research options for sanitation collection, including whether or not the City should take that service back on and whether or not the City should go back out to bid for sanitation services.
- B. Determine a long-term plan for the yard waste program, including whether or not it should continue and if there should be a cost for it?
- C. Establish a plan in relation to replacing all of the ash trees that had to be removed by the City, including what type of trees should be used, funding for them, location, etc.

7. **Training**

- A. Require operators of City vehicles to go through training to stay certified (if necessary) and up-to-date.
- B. Research and develop a method to identify and apply for potential funding sources for various programs/projects in the City to partner with public funding.
- C. Undertake training and attend workshops that focus on team management and collaboration techniques.
- D. Partake in teamwork activities as an entire group, both staff and elected officials.

8. City Equipment

- A. Conduct a maintenance review of all City equipment, determining last service dates, warranties, etc.
- B. Outline a chart of expected maintenance work, vehicle replacements, and program for new equipment to replace old/outdated in conjunction with the Capital Improvement Plan process.
- C. Research funding opportunities, rebates, trade-ins, sales, etc. for ways to accelerate new/replacement equipment needs in addition to annual budget requests.

9. Recognition of Accomplishments

- A. Issue press releases to local media outlets when the City has accomplished a major project/program off this list to recognize the work completed successfully. *(Should be done within a month of the accomplishment so it's still fresh in everyone's minds).*
- B. *Prepare Facebook Live events or videos walking the community through projects as they are happening, posting to both social media channels and the City website.*
- C. Host public meetings at least twice a year (not in conjunction with a Council meeting or work session) so residents can get up-to-date information and a chance to comment on what's working/not working to help the City be more successful and the residents aware.
- D. Focus on the large scale projects that are going to "move the needle" regarding community pride and impact. Always praise small projects, but differentiate between small projects and large-impact projects. (This is true both through the outreach to the community as well as by the City Council).

10. Miscellaneous

- A. Draft and deliver a community newsletter to include accomplishments as well as upcoming projects and notices as well as seek community input. Publish at least twice a year on the website, social media, etc.
- B. Continue to partner with more local agencies, such as Rotary, Lions, Chamber, Main Street, and others. This will help create fewer silos if everyone is on the same page and allow access to a community volunteers list to help move projects across the finish line.
- C. Maintain support for the Give to Grow Program and learn how the City can partner with that organization to fund community projects/programs in the future.
- D. Organize a Council work group to communicate with community members to develop a private fundraising consortium for City projects. *

*Council specific suggestion

Conclusion

“Pearls don’t lie on the seashore. If you want one, you must dive for it.” -Chinese Proverb

Lumsden brought the meeting back around to the idea of leadership and the type of a community that the individuals in the room wanted to see. Is the City ready to dive for the pearls that they want in the community? He brought back some of the earlier questions that the Council had considered such as “What does success look like?” The above report outlined a list of priorities, both narrow and broad in scope for the Council to work to achieve in the next five years, including the two areas the group delved into more. But what else does the City need to keep in mind?

From the surveys and some of the content of the conversation, one key area that was mentioned at times: Why is the City so resistant to change? Why is the City always looking for “good enough” in its programs or projects? While there was some pushback on those comments in the work session, surveys from both elected officials and staff noted that this was a concern in how the City conducts business.

It was noted during the work session that the City needed to be efficient and spend its resources in a way that resonated with the taxpaying citizens of the community. Even though taxpayers say they want new projects and programs, they are always looking for the City to fund it without raising the taxes on its residents. This makes it hard for the City to be more aggressive in some of its endeavors without supplemental funding or lowering costs elsewhere.

Lumsden asked the question to the group: What would it take for the City to accomplish the goals laid out in the report? Some, such as investing in a comprehensive plan are relatively easy and are considered low-hanging fruit. But what about others such as connecting the trails in Monticello and building more that are more involved? This would be considered a higher-level goal as it would take more time and resources on the part of the City. Does the City see themselves as Risk Takers or Risk Adverse?

Lumsden mentioned that this idea of the amount of risk the City is willing to take would be the defining characteristic of any plan or decision made by the City going forward. As leaders in the community, both staff and the elected officials would need to decide their comfort level in actually pursuing these priorities. What if a certain project is pursued, but required a greater outlay of funding? Would the Council be willing to raise the budget to make it happen? Would the impacted department be willing to find cuts in their department budget to make it happen so the City would not have to raise taxes? Would there be a need for more employees, even short-term, to realize these goals and priorities? Would there be a need for a reduction in headcount to make some of these goals a reality? Were the leaders in the City, both department heads and the elected officials, ready to make these kinds of decisions?

Lumsden reminded them that the easy part of this process had just happened. Talking about goals and priorities and setting a five-year deadline to accomplish them is easy, but that implementation is much harder. Additionally, there will be projects or programs or situations that arise where this document will need to be nimble and will change the trajectory of some of the goals and priorities in this document.

Implementation is going to be harder and that once the City had come to a determination of what level of risk they are willing to take, that would drive the success of this plan and all of the projects listed. Yes, sometimes you swing for the fences and fall short, but if you stand there and strike out without swinging, what did you really accomplish? Which one is more of a success? And should the City really fear failure if they are moving ahead with what the community wants and needs? Is the City willing to make the venture into areas that are difficult to achieve what they want?

"It's not because things are difficult that we dare not venture. It's because we dare not venture that they are difficult." -Seneca

Appendix B: Major Accomplishments

As part of the survey process, the group had to outline what they felt were the major accomplishments of the City over the last five years. The results could be large projects to something small like a newly written City policy. The Major Accomplishments are listed below:

- Austin Smith Inclusive Playground and Pickleball Courts
- Traffic Light Renovation
- Old Energy Building Demolition/Dollar Fresh Project & Apartments
- Blind Pig/Market at the Tap Projects
- Raising Employee Wages to Retain Staff & Hiring of New City Administrator
- Sycamore and Chestnut Street Projects and 6th Street Ditch Design*
- Theisen's New Store*
- Council Chamber Safety Upgrades
- Ambulance Service Restructure
- New Sewer Plant Project*
- Painted South Water Tower
- Scada Systems for Wells & Towers*
- New Middle School
- Lower Tax Rate
- Monticello Main Street
- REAP Grant Trail & Airport Land Purchase and Trail Expansion Behind Dollar Fresh
- Employee Handbook Completed
- Lead Line Survey and Report Completed
- Airport Taxiway Expansion*
- Dollar Tree, Manternach Construction, & Oak Street Expansions
- County Passage of EMS Tax
- Manholes Repaired/Replaced
- Second Story Housing in Downtown
- Storyboard Along Willow Trail and Benches Added
- Painted Trash Can Initiative
- Radio Upgrades to P-25 to be Consistent With the County
- Removing Ash Trees
- Library Programming & Grants and Holiday on 1st Event
- Yearly Library Programs and Attendance Consistent and Above State Average
- Enforcing Sidewalk Inspections
- City Council Attending Department Open Houses
- Bradley Properties

*Denotes project/program that is currently underway

City Council Meeting
Prep. Date: 8/14/24
Preparer: Jacob Oswald



Agenda Item: # 7
Agenda Date: 8/19/24

Communication Page

Agenda Items Description: Resolution Awarding the Aquatic Center Basin and Wading Pool Resurfacing Project to Claussen Painting in the amount of \$29,950

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis:

Aquatic Center Basin and Wading Pool Resurfacing Project: Request for Quotes

Background Information:

The Aquatic Center recently initiated a project to resurface both the main basin and the wading pool. This project involves comprehensive site preparation, including the removal of old paint, dirt, and debris, as well as taping off all inlets and drains. The resurfacing plan also included the application of a suitable primer followed by two coats of high-quality, durable pool paint.

Following a thorough inspection of the pool, it was determined that a sand finish would be beneficial in the zero-entry area and the wading pool to enhance safety. This request was added to the project scope to ensure the safety of our staff and patrons.

We reached out to eight businesses with a request for quotes. The businesses were selected based on their expertise and reputation in the field of aquatic center maintenance and resurfacing.

Of the eight businesses contacted, three responded with quotes for the project and were able to meet the timeline of the project, with a completion date this fall. The following are the quotes received:

- Claussen Painting: \$29,950
- Dreyer Painting: \$50,400
- A1A Sandblasting: \$83,000

Staff Recommendation: To approve the additional the aquatic center basin and wading pool project.

THE CITY OF MONTICELLO, IOWA

RESOLUTION #

Awarding the Aquatic Center Basin and Wading Pool Resurfacing Project to Claussen Painting in the amount of \$29,950

WHEREAS, the Park and Recreation Director and Park Board initiated a project to resurface both the main basin and the wading pool, which involves comprehensive site preparation, including the removal of old paint, dirt, and debris, as well as taping off all inlets and drains. The resurfacing plan also included the application of a suitable primer followed by two coats of high-quality, durable pool paint, with a sand finish in the zero-entry area and the wading pool to enhance safety of staff and patrons, and

WHEREAS, the Park and Recreation Director sought bids for the Aquatic Center Basin and Wading Pool Resurfacing Project, and received the following three bids:

1. Claussen Painting: \$29,950
2. Dreyer Painting: \$50,400
3. A1A Sandblasting: \$83,000

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the bid for the Project; and

WHEREAS, The bid for the Project submitted by Claussen Painting is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, and,

WHEREAS, The City Council finds it appropriate and in the best interests of the City to move forward with this project and to award the bid to Claussen Painting as proposed.

NOW, THEREFORE, be it Resolved by the City Council of the City of Monticello, Iowa, that the bids received associated with this project are hereby acknowledged and the project is hereby awarded to the lowest responsive, responsible bidder, Claussen Painting, Monticello, IA, in the amount of \$29,950.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto this 19th day of August, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 8/2/2024
Preparer: Britt Smith



Agenda Item: # 8
Agenda Date: 8/19/2024

Communication Page

Agenda Items Description: Ordinance for the addition of No Parking zones.

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: To amend Chapter 69.08 No Parking Zones:

ADD East Grand Street on the North side from Main Street to a point 60' feet to the West of Elm Street.

ADD East Washington Street on both sides from Main Street to a point 200' feet to the West

ADD East Washington Street on the South side from Maple Street to a point 130' feet to the East.

Background Information:

On Tuesday July 30th, Russ, Nick and I met with Theisen's staff at the new location and discussed potential parking and property access needs. The above listed no parking additions to our City code will allow for commercial traffic to safely enter and exit the property as well as permitting two way vehicle traffic through the high traffic areas as they enter and exit from the main Theisen's parking lot.

Staff Recommendation: I recommend that the Council consider approval of the additions to Chapter 69 of the City of Monticello Code of Ordinances.

ORDINANCE NO.

An Ordinance Amending the Code of Ordinances of the City of Monticello, Iowa, by Adding New Subsections to Chapter 69, Parking Regulations, Section 08 “No Parking Zones on portions of East Grand Street and East Washington Street”

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

Section 1: NEW SUBSECTION. The Code of Ordinances of the City of Monticello, Iowa, is amended by adding the new Subsections 43, 44 and 45, which are hereby adopted to read as follows:

43. East Grand Street on the North side from Main Street to a point 60’ feet to the West of Elm Street.
44. East Washington Street on both sides from Main Street to a point 200’ feet to the West
45. East Washington Street on the South side from Maple Street to a point 130’ feet to the East

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council the _____ day of _____, 2024, and approved this _____ day of _____, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance # _____ on the _____ day of _____, 2024.

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 08/13/2024
Preparer: Russell Farnum



Agenda Item: # 9
Agenda Date: 08/19/2024

Communication Page

Agenda Items Description: Adopt EMS (Ambulance) Ordinance

Type of Action Requested: Ordinance (First Reading)

Attachments & Enclosures:
Ordinance

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

Synopsis: In January of 2008, the City Council dissolved the Ambulance Board; since that time, the Ambulance service has operated as a department of the City.

However, the rates charged for services by the City need to be adopted by Ordinance. Since the dissolution of the Ambulance Board, the city has not had its ambulance fees based in ordinance, which must be corrected.

This Ordinance sets forth basic provisions for the EMS (Ambulance) Department and adopts the ambulance fees correctly. The chapter of code is necessary for the Iowa Setoff program so that we can “prove” we provide ambulance service as a Department of the City. The draft Ordinance is based off of typical other ordinances found through our codification service and provided by Sally’s cohort City Clerks.

Recommendation: Approval of the Ordinance on 1st Reading is recommended. There is no urgency that would necessitate waiving 2nd reading.

ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MONTICELLO, IOWA, BY ADDING A NEW CHAPTER ESTABLISHING AN EMERGENCY MEDICAL SERVICES DEPARTMENT

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

SECTION 1. NEW SECTION. The Code of Ordinances of the City of Monticello, Iowa, is amended by adding a new Chapter 37, entitled **EMERGENCY MEDICAL SERVICES DEPARTMENT**, which is hereby adopted to read as follows:

37.01 ESTABLISHMENT AND PURPOSE. An Emergency Medical Services Department, hereafter known as the EMS department, is hereby established to respond to medical emergencies.

37.02 AMBULANCE/EMS DIRECTOR. The City Administrator may employ the ambulance director, subject to the approval of the Council, to fill a vacancy. The City Council may remove, suspend, or demote the EMS director for neglect of duty, disobedience, misconduct, or failure to properly perform the duties of director by written order setting out the reasons for removal, which shall be filed with the City Clerk. The Council shall, upon request in writing and filed with the Clerk by the director, hold a public hearing on the proposed action.

37.03 AMBULANCE DIRECTOR'S DUTIES. The director shall manage the EMS department. The director shall command all operations of the department, ensure training, and be responsible for the care, maintenance, and use of all vehicles and equipment of the department. Subject to Council approval, the director shall establish and maintain departmental rules and standard operating procedures to carry out the requirements of this chapter. The director shall provide all personnel with a written copy of these rules and procedures. With the approval of the Council, the director shall appoint personnel, fill vacancies among them, and may discharge them. The director shall keep a record of the names, ages and residences of personnel and be responsible for their training and supervision, and shall maintain attendance records for activities.

37.04 EMERGENCY PERSONNEL. The director shall appoint or hire EMS personnel per established criteria, subject to approval of the City Council.

37.05 EMERGENCY PERSONNEL DUTIES. When scheduled by the director, personnel shall report for duty immediately in the manner directed by the established rules and procedures. They shall be subject to call at any time. They shall obey strictly the commands of others who have been appointed by the director to be in command temporarily. Personnel shall report for training as ordered by the director.

37.06 WORKER'S COMPENSATION AND HOSPITALIZATION INSURANCE. The Council shall contract to insure the City against liability for worker's compensation and against statutory liability for the costs of hospitalization, nursing and medical attention for emergency responders injured in the performance of their duties. All department personnel shall be covered by the contract.

37.07 LIABILITY INSURANCE. The Council shall contract to insure against liability of the personnel of the department for injuries, death or property damage arising out of and resulting from the performance of departmental duties.

37.08 MEDICAL EMERGENCIES OUTSIDE CITY LIMITS. The department shall answer calls to medical emergencies outside the City limits per the department’s standard operating procedures, contracts, mutual aid and other agreements.

37.09 EMERGENCY MEDICAL PERSONNEL ASSOCIATION. Emergency medical response personnel may form an association and non-profit corporation to promote the welfare of emergency medical responders, emergency medical response capabilities and other civic and social duties as specified in association and corporation articles of incorporation.

37.10 EMERGENCY AMBULANCE SERVICE. The department is authorized to provide emergency ambulance or rescue service, and the accidental injury and liability insurance provided for herein shall include such operation.

1. Fees for the use of the ambulance and rescue service and reasonably related emergency services furnished within or outside the City shall be adequate to cover all the operating costs of the service. Ambulance fees are as follows:

Procedure	Base Fee Schedule
A0426 – ALS Non-Emergency	\$600.00
A0427 – ALS Emergency	\$800.00
A0428 – BLS Non-Emergency	\$500.00
A0429 – BLS Emergency	\$700.00
A0433 – ALS-2 Emergency	\$1,150.00
A0425 – Mileage	\$18.00

	Supplies Fee Schedule
A0382/A0398 – BLS/ALS Disposable Supplies	\$75.00/\$150.00
A0384 – Defibrillation Supplies	\$100.00
A0394 – ALS IV Supplies	\$75.00
A0422 – Oxygen & Supplies	\$50.00
A0396 – Intubation	\$100.00
A0998 – Ambulance Response & Treatment	\$75.00/\$150
93005 – EKG 12 Lead	\$50.00
93041 – EKG 3 Lead	\$50.00
A0998 – Treat No/Transport (IV & Lift Assist Only)	\$150.00
	[SH1]

2. The Ambulance Director or Contracted Billing Service shall calculate and render bills for ambulance and rescue services and all reasonably related services rendered.
3. All ambulance and rescue service fees and charges for reasonably related emergency services shall be due and payable upon presentation of a statement for said fees and charges to the user and/or recipient of the service, and shall be paid to the Clerk. With respect to any debt herein, the City shall provide the debtor fifteen (15) days advance written notice to the debtor's last-known address, affording the debtor a period of fifteen (15) days within which to protest or appeal the delinquency to the City Clerk. If the delinquency is upheld by the City Clerk, or the debtor has not paid the debt within fifteen (15) of the date of the notice, the City may certify the delinquency to the Iowa Department of Revenue for purposes of collection pursuant to Iowa Code 421.65.

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ____ day of _____, 2024, and approved this ____ day of _____, 2024.

Wayne Peach, Mayor

ATTEST:

Sally Hinrichsen, City Clerk/Treasurer

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. ____ on the ____ day of _____, 2024.

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 8/14/2024
Preparer: Sally Hinrichsen



Agenda Item: #10-19
Agenda Date: 8/19/2024

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:

- 10. City Engineer
- 11. Mayor
- 12. City Administrator
- 13. Library Director
- 14. Ambulance Director
- 15. City Clerk
- 16. Public Works Director
- 17. Police Chief
- 18. Water/Wastewater Superintendent
- 19. Park and Recreation Director

City Council Meeting
Prep. Date: 08/14/2024
Preparer: Russell Farnum



Agenda Item: # 20
Agenda Date: 08/19/2024

Communication Page

Agenda Items Description: Work session on goals

Type of Action Requested: Work session

Attachments & Enclosures:

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

The City’s goals are outlined in the Goal Report, earlier in the packet. The Council focused on the following 10 Goals:

- 1. Housing Development
- 2. City Facilities
- 3. Trail Development
- 4. Budgeting
- 5. Tourism
- 6. City Services
- 7. Training
- 8. City Equipment
- 9. Recognition of Accomplishments
- 10. Miscellaneous

Being a summary, these are all abbreviated and generally have about 5 objectives that would help the City achieve the goal. Council may wish to consider additional objectives for each goal.

Council may also wish to consider adding timelines or other milestones to these goals.

We’ll discuss more in the worksession. I would like to remind Council these goals intertwine and are not mutually exclusive – we don’t focus of training before we work on tourism, there are many threads being woven at the same time.

City Council Meeting
Prep. Date: 08/14/2024
Preparer: Russell Farnum



Agenda Item: #21
Agenda Date: 08/19/2024

Communication Page

Agenda Items Description: Republic Waste Services Contract work session

Type of Action Requested: Direction and Discussion

Attachments & Enclosures:
Contract Extension Proposals
Existing Contracts

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

Synopsis: The City’s commercial garbage contract with Republic expires at the end of this calendar year, and the residential contract expires at the end of 2025.

Matt Pivit, from Republic, approached me about extending and bringing the contracts in line, with a 5-year extension on the commercial portion, and a 4-year extension on the residential. Pivit will be present to discuss with Council a proposal for extending these contracts as outlined in the attached documents.

Transitioning from Staff-operated garbage collection to that of Republic was bumpy, as was going to single-operator (versus “open choice”) commercial service. However, all of the complaints with Republic were quickly resolved and, short of one or two commercial issues and a sporadic missed residential pickup (usually with a substitute driver), Republic generates almost no complaints.

With the pending end of the existing contracts, Council may consider:

1. Renewing/extending the contract with Republic;
2. Bidding new trash and recycling contracts;
3. Re-establishing City garbage collection (there is a reason the City stopped performing this service);
4. Other options...

Council discussion and direction is requested.

**EXTENSION FOR SOLID WASTE COLLECTION
AND DISPOSAL AND RECYCLING COLLECTION SERVICES**

This extension shall take effect on January 1, 2025 by and between Monticello IA and Republic Services of Dubuque.

The City and the Contractor desire to extend the terms of the original contract with modification. Therefore, the city and contractor agree to extend the contract with the modifications set forth below.

1. Term. The term shall extend for an additional 5 years. Effective January 1, 2025 through December 31, 2029. The remaining terms in the original contract shall remain in full force and effect.
2. Payments. The City's per unit monthly costs shall be;

Trash

January 1, 2025- December 31st 2025	\$12.54 per home
January 1, 2026- December 31st 2026	\$15.67 per home
January 1, 2027- December 31st 2027	\$16.46 per home
January 1, 2028- December 31st 2028	\$17.28 per home
January 1, 2029- December 31st 2029	\$18.15 per home

Recycling

January 1, 2025- December 31st 2025	\$4.78 per home
January 1, 2026- December 31st 2026	\$5.98 per home
January 1, 2027- December 31st 2027	\$6.27 per home
January 1, 2028- December 31st 2028	\$6.59 per home
January 1, 2029- December 31st 2029	\$6.92 per home

Cart Delivery/Removal/Exchange fee \$20

The remaining provisions in shall remain in full force and effect.

This agreement shall be deemed part of the original contract agreement. Any reference to the original agreement shall include this Contact Extension.

This agreement was made and entered into the _____ Day of _____ 2024.

Monticello, IA

Republic Services of Dubuque

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

**EXTENSION FOR CONTRACT FOR SOLID WASTE COMMERCIAL DUMPSTER
UNIT COLLECTION & DISPOSAL SERVICES**

This extension shall take effect on January 1, 2025 by and between Monticello IA and Republic Services of Dubuque.

The City and the Contractor desire to extend the terms of the original contract with modification. Therefore, the city and contractor agree to extend the contract with the modifications set forth below.

1. Term. The term shall extend for an additional 5 years. Effective January 1, 2025 through December 31, 2029. The remaining terms in the original contract shall remain in full force and effect.
2. Payments. The City's per unit monthly costs shall be;

Commercial Trash Rates
Price per yard calculated as follows
(Container size) x (Days per week) x 4.33

January 1, 2025- December 31st 2025	\$8.15 per yard
January 1, 2026- December 31st 2026	\$8.56 per yard
January 1, 2027- December 31st 2027	\$8.99 per yard
January 1, 2028- December 31st 2028	\$9.43 per yard
January 1, 2029- December 31st 2029	\$9.90 per yard

Dumpster delivery/removal/exchange fees \$75

The remaining provisions in shall remain in full force and effect.

This agreement shall be deemed part of the original contract agreement. Any reference to the original agreement shall include this Contact Extension.

This agreement was made and entered into the _____ Day of _____ 2024.

Monticello, IA

Republic Services of Dubuque

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

The City of Monticello, Iowa

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

RESOLUTION #17-162

Approving Contract for Commercial Dumpster Unit Collection & Disposal Services

WHEREAS, The City Council previously directed the City Administrator to investigate the negatives, positives, and costs associated with contracting or "privatizing" some portion of the sanitation collection process, and

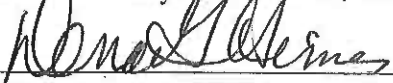
WHEREAS, The Council by Resolution 15-88 approved of a contract between the City of Monticello and BFI Waste Services, LLC, d/b/a Republic Services of Dubuque, and

WHEREAS, Republic desires to replace all privately owned rear load dumpsters in Monticello with Republic owned front load dumpsters and due to the investment required to do so requests the entry into a new agreement, with the same terms and provisions as the current agreement but for an extension of four (4) years taking the agreement through December 31, 2024, with a 3% price increase per year as noted within the Contract, and

WHEREAS, The Council has considered the proposal and finds that the provision and maintenance of dumpsters owned by Republic, as opposed to private ownership and maintenance is valuable and justifies the requested four (4) year extension..

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Contract for Solid Waste Commercial Dumpster Unit Collection Services between the City of Monticello and Allied Waste Management Services of Dubuque, d/b/a Republic Services of Dubuque, and authorizes the Mayor to execute the same on behalf of the City of Monticello.

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 18th day of December, 2017.



Dena Himes, Mayor

Attest:



Sally Hinrichsen, Monticello City Clerk

**CONTRACT FOR SOLID WASTE COMMERCIAL DUMPSTER UNIT COLLECTION
& DISPOSAL SERVICES**

THIS CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL (this "Contract"), is made and entered into effective as of the ____ day of ____ 2017 (the "Effective Date"), by and between the City of Monticello, Iowa, a political subdivision of the State of Iowa, acting by and through its Mayor and Council, (the "City") and BFI Waste Services LLC d/b/a Republic Services of Dubuque, 15034 Depot Ridge Rd Peosta, IA ("Contractor").

RECITALS:

WHEREAS, City desires for Contractor to provide commercial solid waste collection and disposal services within the City and to perform such work as may be incidental thereto.

WHEREAS, Contractor agrees to collect and dispose of Commercial Dumpster solid waste in accordance with the terms of this Contract.

AGREEMENT:

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Contractor is hereby granted the sole and exclusive solid waste collection, disposal franchise, license, and privilege within the territorial jurisdiction of the City for its Commercial Dumpster Units. Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide such services as specified and to perform all work called for and described in the contract documents.
2. The term of this Contract shall begin on Jan 1, 2018 and continue through Dec 31, 2024. This Contract may be further extended upon mutual written agreement of City and Contractor.
3. The contract documents include the following documents, and this Contract expressly incorporates the same as fully as if set forth verbatim in this Contract:
 - (a) This instrument;
 - (b) Exhibit A – General Specifications;
 - (c) Exhibit B – Insurance Requirements
 - (d) Exhibit C – Contractor's Pricing; and
 - (e) Any addenda or changes to the foregoing documents agreed to in writing by the parties hereto.
4. All provisions of the contract documents shall be strictly complied with and conformed to by Contractor. No amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such amendment.

IN WITNESS WHEREOF, the parties have entered into this Contract effective as of the Effective Date.

CITY OF MONTICELLO, IA

By: _____

Name: _____

Its: _____

BFI WASTE SERVICES LLC D/B/A
REPUBLIC SERVICES OF DUBUQUE

By: _____

Name: _____

Its: _____

EXHIBIT A
GENERAL SPECIFICATIONS

1.0 DEFINITIONS

- 1.01 **Bulky Waste** – Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for the Carts or Containers.
- 1.02 **Bundle** – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or fifty (50) lbs. in weight.
- 1.03 **Cart** – A receptacle constructed of fiberglass or plastic with a volume of 35, 65 or 95 gallons and designed to be used in automated dump service on a collection vehicle.
- 1.04 **City Facilities** – Those specific municipal locations owned and operated by the city.
- 1.05 **Commercial and Industrial Unit** – All commercial, institutional, or industrial premises, locations or entities, public or private, requiring waste material collection within the corporate limits of City.
- 1.06 **Commercial and Industrial Refuse** – All Bulky Waste, Garbage, and Rubbish generated by a Producer at a Commercial and Industrial Unit.
- 1.07 **Construction Debris** – Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.08 **Container for Recycling** – A receptacle that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting.
- 1.09 **Disposal Site** – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.
- 1.10 **Dumpster** – A steel container ranging in size from 2 to 8 cubic yards sufficient to handle City Facilities solid waste.
- 1.11 **Excluded Waste** – Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and Special Waste.
- 1.12 **Garbage** – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

- 1.13 Hazardous Waste – Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 1.14 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 1.15 Large Dead Animals – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.16 Offal Waste – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 1.17 Producer – An operator or occupant of a Residential Unit who generates Garbage, Bulky Waste, Recyclable Material or Rubbish.
- 1.18 Recyclable Material - The following items are classified as Recyclable Materials under this Contract:
- Cans: Clean aluminum, tin/steel containers.
 - Newspaper: Clean, dry, unsoiled newspaper.
 - Plastic: PETE & HDPE containers (milk jugs & soft drink containers)
- 1.19 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.
- 1.20 Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.21 Special Waste – Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
 - (b) waste generated by an industrial process or a pollution control process;
 - (c) waste which may contain free liquids;

- (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
- (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
- (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
- (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
- (j) filter cake sludge wastes from waste water treatment processes;
- (k) wastes containing any regulated polychlorinated biphenyls; and,
- (l) ash, sludge, tires and powders.

1.22 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.23 Waste Material. Waste Material is all nonhazardous Solid Waste (including Garbage, Rubbish Material) that are not excluded by this Contract. Waste Material shall not include any Excluded Waste.

1.24 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

2.0 SCOPE OF WORK

2.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and transport Waste Material from Commercial Dumpster Units within the City to an appropriate Disposal Site. The work shall specifically include the following:

2.01.1 Commercial Trash Collection. Contractor shall be the sole provider of commercial dumpster trash collection within the city of Monticello. Customers shall provide their own *Rear Load* container for collection of material. Contractor will supply front load containers to commercial customers. All supplied containers will remain the property of Contractor.

2.02 Work Not Covered By Contract. The work under this Contract does not include the collection or disposal of Excluded Waste materials.

2.03 Hours of Operation. Collection of Waste Material shall not start before 6:00 A.M. or continue after sunset on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

2.04 Holidays – The following shall be holidays for purposes of this Contract:

New Year's Day, Memorial Day, Independence Day, Labor Day,
Thanksgiving Day, Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week.

- 2.05 Complaints – All complaints shall be made directly to the Contractor through the City and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within 24 hours after the complaint is received.
- 2.06 Collection Equipment – The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- 2.07 Office – The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days.
- 2.08 Hauling – All Waste Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.
- 2.09 Disposal – All Waste Material collected within the City under this Contract shall be deposited at the Jones County Transfer Station. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.
- 2.10 Notification – The City shall notify all Producers about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.
- 2.11 Point of Contact – All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City's point of contact specified in the applicable Exhibit, and, by the City to the Contractor's General Manager or Operations Manager.
- 2.12 Litter or Spillage – The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage

3.0 BASIS OF PRICES AND METHOD OF PAYMENT

- 3.01 Waste Collection, Disposal Rates and Delivery fees. The prices to be paid by the City for the collection and disposal of Waste Material collection shall be as shown on Exhibit C, and adjusted as set forth therein.
- 3.02 Additional Costs and Charges

3.02.1 Change in Law. Contractor may pass through certain cost increases directly to the City to adjust for increases in cost to Contractor due to the disposal facility being used, changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes).

3.02.2 No Other Costs. Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

3.03 Modification to Rates

3.03.1 Petitions. The Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase in the number of Residential Units such as City growth or annexation; and for other reasons. Excluding increases in house counts, such rate adjustments shall be subject to the review and consent of the City, which shall not be unreasonably withheld.

3.04 City to Act as Collector – The City shall submit statements to and collect from all Commercial Dumpster Units for services provided by the Contractor pursuant to this Contract, including those such accounts that are delinquent.

3.05 Delinquent and Closed Accounts – The Contractor shall discontinue Waste Material collection service at any Commercial Dumpster Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuation of service at any location at the direction of the City.

3.06 Contractor Billings to City. The Contractor shall bill the City for all collection and disposal services rendered to Commercial Dumpster Units within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 15th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Commercial Dumpster Units irrespective of whether or not City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by City.

3.07 Audit – The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.

4.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

5.0 NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

6.0 RISK ALLOCATION AND INDEMNITY

6.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.

6.02 City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the City's negligence or acts of willful misconduct or those of its contractors or agents.

6.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container / dumpster of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of. If any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect from the generator the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

7.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

8.0 FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

9.0 ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

10.0 EXCLUSIVE CONTRACT

The Contractor shall have an exclusive franchise, license and privilege to provide Commercial Waste Material collection and disposal services within the corporate limits for and on behalf of the City to the designated Commercial Units covered by this Contract.

11.0 TITLE TO WASTE

Title to Waste Material shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

12.0 TERMINATION OF CONTRACT

12.01 In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. In the event of a second breach of the same general variety within 6 months City shall give written notice of such breach to the Contractor along with at least thirty (15) days (the "cure period") to correct such breach. Upon a 3rd breach in a 6 month period City may terminate this Contract if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, if any, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

12.02 In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

13.0 CONTRACTOR'S PROPERTY

All Carts, Containers, Dumpsters, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment.

14.0 INSURANCE

Contractor shall maintain during the term of the Contract insurance coverage of the types and limits set forth in Exhibit B.

15.0 NEWLY DEVELOPED AREAS

The Contractor will, within thirty (30) days of notification to the City provide Commercial Dumpster Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Commercial Units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

16.0 MISCELLANEOUS TERMS

16.01 Contractor shall not be responsible for any damages to City's property or equipment located adjacent to the Carts, Dumpsters or Containers, nor to City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract, unless damage is caused by contractors negligence.

16.02 Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.

16.03 Contractor shall have no confidentiality obligation with respect to any Waste Materials collected pursuant to this Contract.

16.04 Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by City, except as otherwise provided in the contract documents.

16.05 No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.

16.06 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

16.07 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

16.08 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.

16.09 This Contract shall be interpreted and governed by the laws of the state where the work is performed.

16.10 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.

16.11 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

Exhibit B
Insurance Requirements

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined - Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined - Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverages are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

**Exhibit C
Contractor's Pricing**

Commercial Trash Rates

Price per yard calculated as follows

(Container size) x (Days per week) x 4.33

January 1, 2018- December 31st 2018	\$5.46 per yard
January 1, 2019- December 31st 2019	\$5.63 per yard
January 1, 2020- December 31st 2020	\$5.80 per yard
January 1, 2021- December 31st 2021	\$5.98 per yard
January 1, 2022- December 31st 2022	\$6.15 per yard
January 1, 2023- December 31st 2023	\$6.33 per yard
January 1, 2024- December 31st 2024	\$6.52 per yard

Additional Temporary Commercial Dumpsters will be available for rental to businesses, the pricing and terms of those rentals are outside the scope of this agreement and will be negotiated with the individual customers directly.

The City of Monticello, Iowa

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

RESOLUTION #18-67

Approving Contract for Residential Curbside Garbage and Recycling collection

WHEREAS, The City Council previously directed the City Administrator to investigate the negatives, positives, and costs associated with contracting or "privatizing" the collection of curbside garbage and recycling waste, and

WHEREAS, The City reviewed proposals from Republic and Roling and finds that the proposal submitted by Republic is the better of the proposals based upon price as well as on the willingness of Republic to provide 65 gallon containers to all eligible properties in which to put their waste and recycling, and

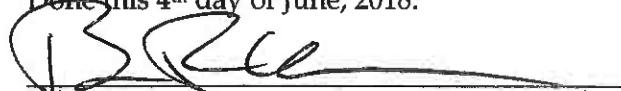
WHEREAS, Republic has been collecting commercial dumpsters in the community and the City Council finds that they have been meeting their obligations under the agreement, and

WHEREAS, The Council finds that the time is right for the City to look towards contracting, being down one staff person and being in a position where a new garbage truck chassis and packer must be purchased in the not too distant future if the City stays in the sanitation business, and

WHEREAS, The Council also finds that the bid submitted by Republic is reasonable and appropriate and that the administration and invoicing would remain with the City, the City continuing, therefore, to have a good level of involvement in the collection process to ensure quality service to the residents,

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Contract for Residential Waste and Recycling Collection Services between the City of Monticello and Allied Waste Management Services of Dubuque, d/b/a Republic Services of Dubuque, and authorizes the Mayor to execute the same on behalf of the City of Monticello.

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 June, 2018.



Brian Wolken, Mayor

Attest:


Sally Hinrichsen, Monticello City Clerk

**CONTRACT FOR RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION
& DISPOSAL SERVICES**

THIS CONTRACT FOR SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL (this "Contract"), is made and entered into effective as of the 7th day of June 2018 (the "Effective Date"), by and between the City of Monticello, Iowa, a political subdivision of the State of Iowa, acting by and through its Mayor and Council, (the "City") and BFI Waste Services LLC d/b/a Republic Services of Dubuque, 15034 Depot Ridge Rd Peosta, IA ("Contractor").

RECITALS:

WHEREAS, City desires for Contractor to provide commercial solid waste collection and disposal services within the City and to perform such work as may be incidental thereto.

WHEREAS, Contractor agrees to collect and dispose of Residential Recycling and Solid Waste in accordance with the terms of this Contract.

AGREEMENT:

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Contractor is hereby granted the sole and exclusive solid waste collection, disposal franchise, license, and privilege within the territorial jurisdiction of the City for its residential solid waste and recycling service. Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide such services as specified and to perform all work called for and described in the contract documents.
2. The term of this Contract shall begin on June 1, 2018 and continue through December 31, 2025. This Contract may be further extended upon mutual written agreement of City and Contractor.
3. The contract documents include the following documents, and this Contract expressly incorporates the same as fully as if set forth verbatim in this Contract:
 - (a) This instrument;
 - (b) Exhibit A – General Specifications;
 - (c) Exhibit B – Insurance Requirements
 - (d) Exhibit C – Contractor's Pricing; and
 - (e) Any addenda or changes to the foregoing documents agreed to in writing by the parties hereto.
4. All provisions of the contract documents shall be strictly complied with and conformed to by Contractor. No amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such amendment.

IN WITNESS WHEREOF, the parties have entered into this Contract effective as of the Effective Date.

CITY OF MONTICELLO, IA

By: B R Wolke

Name: Brian Wolke

Its: Mayor

BFI WASTE SERVICES LLC D/B/A
REPUBLIC SERVICES OF DUBUQUE

By: Kenneth Rowley

Name: Kenneth Rowley

Its: General Manager

EXHIBIT A
GENERAL SPECIFICATIONS

1.0 DEFINITIONS

- 1.01 **Bulky Waste** – Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for the Carts or Containers.
- 1.02 **Bundle** – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or fifty (50) lbs. in weight.
- 1.03 **Cart** – A receptacle constructed of fiberglass or plastic with a volume of 35, 65 or 95 gallons and designed to be used in automated dump service on a collection vehicle.
- 1.04 **City Facilities** – Those specific municipal locations owned and operated by the city.
- 1.05 **Commercial and Industrial Unit** – All commercial, institutional, or industrial premises, locations or entities, public or private, requiring waste material collection within the corporate limits of City.
- 1.06 **Commercial and Industrial Refuse** – All Bulky Waste, Garbage, and Rubbish generated by a Producer at a Commercial and Industrial Unit.
- 1.07 **Construction Debris** – Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.08 **Container for Recycling** – A receptacle that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting.
- 1.09 **Disposal Site** – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.
- 1.10 **Dumpster** – A steel or plastic container ranging in size from 2 to 8 cubic yards sufficient to handle City Facilities solid waste.
- 1.11 **Excluded Waste** – Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and Special Waste.
- 1.12 **Garbage** – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

- 1.13 **Hazardous Waste** – Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 1.14 **Institutional Solid Waste** – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 1.15 **Large Dead Animals** – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.16 **Offal Waste** – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 1.17 **Producer** – An operator or occupant of a Residential Unit who generates Garbage, Bulky Waste, Recyclable Material or Rubbish.
- 1.18 **Recyclable Material** - The following items are classified as Recyclable Materials under this Contract:
- Paper: Office paper, newspaper, envelopes, junk mail, phonebooks, brochures, magazines and catalogs.
- Cardboard: Shipping boxes, food boxes, poster board, file folders, cardboard packaging.
- Metal: Clean aluminum, tin/steel containers.
- Plastic: PETE & HDPE, containers (milk jugs, food & soft drink containers) detergent, soap and shampoo bottles.
- 1.19 **Rubbish** – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.
- 1.20 **Solid Waste** – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.21 **Special Waste** – Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:

- (a) waste iron from a commercial or industrial activity;
- (b) waste generated by an industrial process or a pollution control process;
- (c) waste which may contain free liquids;
- (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
- (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
- (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
- (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
- (j) filter cake sludge wastes from waste water treatment processes;
- (k) wastes containing any regulated polychlorinated biphenyls; and,
- (l) ash, sludge, tires and powders.

1.22 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.23 Waste Material. Waste Material is all nonhazardous Solid Waste (including Garbage, Rubbish Material) that are not excluded by this Contract. Waste Material shall not include any Excluded Waste.

1.24 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

2.0 SCOPE OF WORK

2.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and transport recycling material from residential units, and specifically identified commercial areas within the City to an appropriate Disposal Site. The work shall specifically include the following:

2.01.1 Residential Trash Collection. At the premises of Residential Units within the City and serviced by the Contractor, collection shall occur a minimum of once weekly for Solid Waste, Rubbish, and Garbage. Contractor shall provide each Residential Unit and Specific Commercial sites within the City and serviced by the Contractor with one (1) 65 Gallon Cart for the collection of Solid Waste, Rubbish and Garbage collectively.

Each Cart or Container shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways or alleys. Carts and Containers shall be placed as close to the roadway or alley as practicable without interfering with or endangering the movement of vehicles or pedestrians.

2.01.2 Recycling Collection. At the premises of Residential Units and Specific Commercial sites within the City and serviced by the Contractor, collection shall occur a minimum of every other week for Recyclable Materials. Contractor shall provide each Residential Unit one (1) 65 Gallon Cart for the collection of Recyclable Materials. (95 gallon carts are available to people when required, delivery fees apply)

2.01.3 Bulky Items. Each household will be allowed one bulky item per month at no additional charge. Item must be safely handled and loaded by a single employee. Appliances, Construction Debris, E-waste and Tires are not included and will incur an additional charge.

2.02 Work Not Covered By Contract. The work under this Contract does not include the collection or disposal of Excluded Waste materials.

2.03 Hours of Operation. Collection of Waste Material shall not start before 6:00 A.M. or continue after sunset on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

2.04 Holidays – The following shall be holidays for purposes of this Contract:

New Year's Day, Memorial Day, Independence Day, Labor Day,
Thanksgiving Day, Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week.

2.05 Complaints – All complaints shall be made directly to the Contractor through the City and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within 24 hours after the complaint is received.

2.06 Collection Equipment – The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

2.07 Office – The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M on regular collection days.

- 2.08 Hauling – All Waste Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.
- 2.09 Disposal – All Waste Material collected within the City under this Contract shall be Disposed of at Jones County Transfer Station. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.
- 2.10 Delivery - All Recyclable Material collected for delivery and sale by the Contractor shall be hauled to a commodity buyer selected by the Contractor pursuant to the Contract Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units, Specifically Identified Commercial Areas and City Facilities serviced by the Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Material shall belong to Contractor.
- 2.11 Notification – The City shall notify all Producers about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.
- 2.12 Point of Contact – All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City's point of contact specified in the applicable Exhibit, and, by the City to the Contractor's General Manager or Operations Manager.
- 2.13 Litter or Spillage – The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage

3.0 BASIS OF PRICES AND METHOD OF PAYMENT

- 3.01 Waste Collection, Disposal Rates and Delivery fees. The prices to be paid by the City for the collection and disposal of Waste and Recycling Material collection shall be as shown on Exhibit C, and adjusted as set forth therein.
- 3.02 Additional Costs and Charges
- 3.02.1 Change in Law. Contractor may pass through certain cost increases directly to the City to adjust for increases in cost to Contractor due to changes in the disposal facility being used, changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes).
- 3.02.2 No Other Costs. Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.
- 3.03 Modification to Rates
- 3.03.1 Petitions. The Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase in the number of Residential Units such as City growth or annexation; and for other reasons. Excluding increases in house counts, such rate adjustments shall be subject to the review and consent of the City, which shall not be unreasonably withheld.

- 3.04 City to Act as Collector – The City shall submit statements to and collect from all Residential Units and Specific Commercial sites within the City and serviced by the Contractor for services provided by the Contractor pursuant to this Contract, including those such accounts that are delinquent.
- 3.05 Delinquent and Closed Accounts – The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuation of service at any location at the direction of the City.
- 3.06 Contractor Billings to City. The Contractor shall bill the City for all collection and disposal services rendered to Commercial Dumpster Units within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 15th day following the end of the following month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Residential Units and Specific Commercial sites within the City and serviced by the Contractor irrespective of whether or not City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by City.
- 3.07 Audit – The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.

4.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

5.0 NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

6.0 RISK ALLOCATION AND INDEMNITY

- 6.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.
- 6.02 City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the City's negligence or acts of willful misconduct or those of its contractors or agents.

6.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container / dumpster of waste or recycling. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of. If any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect from the generator the costs incurred by Contractor in connection with such Excluded Waste or recycling. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

7.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

8.0 FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

9.0 ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

10.0 EXCLUSIVE CONTRACT

The Contractor shall have an exclusive franchise, license and privilege to provide Commercial Waste Material collection and disposal services within the corporate limits for and on behalf of the City to the designated Commercial Units covered by this Contract.

11.0 TITLE TO WASTE

Title to Waste Material shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

12.0 TERMINATION OF CONTRACT

12.01 In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. In the event of a second breach of the same general variety within 6 months City shall give written notice of

such breach to the Contractor along with at least thirty (15) days (the "cure period") to correct such breach. Upon a 3rd breach in a 6 month period City may terminate this Contract if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, if any, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

12.02 In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

13.0 CONTRACTOR'S PROPERTY

All Carts, Containers, Dumpsters, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment.

14.0 INSURANCE

Contractor shall maintain during the term of the Contract insurance coverage of the types and limits set forth in Exhibit B.

15.0 NEWLY DEVELOPED AREAS

The Contractor will, within thirty (30) days of notification to the City provide Residential Units and Specific Commercial sites within the City collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Commercial Units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

16.0 MISCELLANEOUS TERMS

16.01 Contractor shall not be responsible for any damages to City's property or equipment located adjacent to the Carts, Dumpsters or Containers, nor to City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract, unless damage is caused by contractors negligence.

- 16.02 Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.
- 16.03 Contractor shall have no confidentiality obligation with respect to any Waste Materials collected pursuant to this Contract.
- 16.04 Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by City, except as otherwise provided in the contract documents.
- 16.05 No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.
- 16.06 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.
- 16.07 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 16.08 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 16.09 This Contract shall be interpreted and governed by the laws of the state where the work is performed.
- 16.10 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.
- 16.11 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

Exhibit B
Insurance Requirements

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined - Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined - Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverages are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

Exhibit C
Contractor's Pricing

Residential Recycling Rates

June 1, 2018 - May 31, 2019.....	\$4.00 per home
June 1, 2019 - May 31, 2020.....	\$4.12 per home
June 1, 2020 - May 31, 2021.....	\$4.24 per home
June 1, 2021 - May 31, 2022.....	\$4.37 per home
June 1, 2022 - May 31, 2023.....	\$4.50 per home
June 1, 2023 - May 31, 2024.....	\$4.64 per home
June 1, 2024 - December 31, 2025.....	\$4.78 per home

Residential Trash Rates

July 1, 2018 - May 31, 2019.....	\$10.50 per home
June 1, 2019 - May 31, 2020.....	\$10.82 per home
June 1, 2020 - May 31, 2021.....	\$11.14 per home
June 1, 2021 - May 31, 2022.....	\$11.47 per home
June 1, 2022 - May 31, 2023.....	\$11.82 per home
June 1, 2023 - May 31, 2024.....	\$12.17 per home
June 1, 2024 - December 31, 2025.....	\$12.54 per home

The City will receive a (\$0.35) per home discount on trash rates if it elects to have material sent to the Dubuque Metropolitan Landfill.

Carts will be delivered to NEW customers at no charge.

Exchanges for reasons other than damage by Republic Services will be billed at \$15.00 per instance.

The carts shall remain the property of Republic Services.

EXHIBIT D
CITY FACILITIES