

City of Monticello, Iowa

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Posted on March 30, 2018 at 5:00 p.m.

Monticello City Council Regular Meeting April 02, 2018 @ 6:00 p.m.

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

Mayor:	Brian Wolken	City Administrator:	Doug Herman
City Council:		Staff:	
At Large:	Dave Goedken	City Clerk/Treas.:	Sally Hinrichsen
At Large:	Gary "Butch" Pratt	Public Works Dir.:	Brant LaGrange
Ward #1:	Rob Paulson	City Engineer:	Patrick Schwickerath
Ward #2:	Johnny Russ, Mayor Pro Tem	Police Chief:	Britt Smith
Ward #3:	Chris Lux	Ambulance Dir.:	Dawn Brus
Ward #4:	Tom Yeoman		

- 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.

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

Approval of Council Mtg. Minutes	March	19, 2018
Approval of Payroll	March	29, 2018
Approval of Bill List		

Public Hearing:

1. **Public Hearing** on proposed abandonment of Alleyway right of way generally located between 4th and 5th Streets to the east of N. Chestnut Street and West of the Fareway property.

Resolutions:

2. **Resolution** to approve Abandonment of Alleyway right of way generally located between 4th and 5th Street to the east of N. Chestnut Street and West of the Fareway property.
3. **Resolution** to approve standard residential tax abatement on property located at 506 Locust Court.
4. **Resolution** to approve Amended contract between the City of Monticello and Anderson Ladd, Inc. to install, with appropriate preparation, a new floor surface at the Monticello Berndes Center. (Increased cost of \$2,340 if Council chooses to have floor border done in a second color.)

5. **Resolution** to approve Pay Request #7 from Schaus-Vorhies related to the Monticello Airport Ten-T Hangar project in the amount of \$50,546.65.
6. **Resolution** to approve Professional Services Agreement between City of Monticello and Snyder & Associates related to the preparation of a Wastewater Facility Nutrient Reduction Strategy (and Facility Plan).
7. **Resolution** to approve Professional Services Agreement between City of Monticello and Snyder & Associates related to the preparation of Easement Acquisition Documents related to the 6th Street Ditch Rehabilitation project.
8. **Resolution** to approve reporting of Employee Wages, calendar year ending Dec. 31, 2017.
9. **Resolution** to approve agreement between the City of Monticello and the MYBSA.
10. **Resolution** to approve a policy to limit the use of City Ball Diamonds to those teams participating in City of Monticello sponsored Recreational Youth Baseball and Softball Leagues.
11. **Resolution** endorsing the submission of Iowa Downtown Exchange Application and approving Letter of Support.
12. **Resolution** to approve transfer of previously vacated property to adjacent Property Owners. (Area generally described as Right-of-Way located along the eastern side of the N. Gill Street Right-of-Way between W. 5th and W. 6th Streets and alleyway Right-of-Way running in a southerly – northerly direction within said block.)
13. **Resolution** to approve agreement between the City of Monticello and Paul Beckman and Robby Kramer related to building restrictions on lot located between 402 N. Chestnut and 424 N. Chestnut Street being considered for re-zoning from R-1 to C-1.
14. **Resolution** to approve plan to require Brick Paver placement in lieu of colored concrete strip in downtown commercial district and directing the City Administrator to draft a policy related thereto for further Council consideration.
15. **Resolution** to approve publication of Notice to Bidders related to HVAC improvements and repairs at the Monticello Berndes Center.
16. **Resolution** to approve repair to City Water Dpt. Van to be utilized by City Park and Rec. Dpt.

Ordinances:

17. **Ordinance** to approve proposed re-zoning of Accent Construction Property located on N. Chestnut Street between 424 N. Chestnut Street to the north and 402 N. Chestnut Street to the south from R-1 to C-1. (3rd Reading)
18. **Ordinance** amending Code Section 165.42 Re: Nonconforming Buildings and Structures. (2nd Reading)
19. **Ordinance** to amend Chapter 35.07 with regard to Police Chief Residency.
20. **Ordinance** to amend Chapter 21.04 with regard to City Administrator Residency.

Reports / Potential Action:

- Property Update, 103 W. 1st Street
- Band Parent Sidewalk Painting Request
- Storm Sewer / Wall Repairs adjacent to S. Cedar Street Ditch
- Building Permit Application Fee versus Permit Fee discussion
- Hotel / Motel Tax Discussion. At 5%, does Council support 7%
- City Fountain Discussion Update
- Project AWARE update
- City / County Maintenance Agreement Discussion

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.

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March 19, 2018 - 6:00 P.M.
Community Media Center

Mayor Brian Wolken called the meeting to order. Council present: Dave Goedken, Gary "Butch" Pratt, Rob Paulson, Johnny Russ, Chris Lux and Tom Yeoman. Also present were City Administrator Doug Herman, City Clerk Sally Hinrichsen, Public Works Director Brant LaGrange, Police Chief Britt Smith and City Engineers Patrick Schwickerath and Lindsay Beaman.

Yeoman moved to approve the agenda, adding Report on Library, approving Plat of Survey to Parcel 2018-21 and 2018-22 and scheduling Public Hearing to rezone 324 and 326 W 2nd from R-2, two family residential to R-3 Multi-Family residential, Russ seconded, roll call unanimous.

Wolken read Proclamation #18-01 declaring April, 2018 to be Sexual Assault Awareness month in Monticello, Iowa.

Pratt moved to approve the consent agenda, Goedken seconded, roll call unanimous.

Herman reported that the City Engineer recommended the approval of Pay Request #6 related to the Ten-Tee Hangar Project with appropriate retainage. Yeoman moved to approve Resolution #18-38 To Approve Pay Request #6, related to the Monticello Airport Ten-T Hangar project, to Schaus-Vorhies in the amount of \$29,667.92, Russ seconded, roll call unanimous.

Russ moved to approve Resolution #18-39 Approving Julin Printing Company, Inc., Application for Tax Abatement related to Improvements located at 801 N. Birch Street, Monticello, Iowa, Lux seconded, roll call unanimous.

Herman reported that the P & Z Board recommended approval of the proposed Final Plat of McElmeel Acres, located off 150th Avenue within the two mile jurisdiction. Goedken moved to approve Resolution #18-40 Approving Final Plat of McElmeel Acres, Russ seconded, roll call unanimous.

Herman reported that the P & Z Board recommended approval of the proposed Plat of Survey to Parcels 2018-19 and 2018-20, previously approved as Parcels 2017-84 and 2017-85 but not filed by the end of 2017 necessitating new survey numbers beginning with 2018. Goedken moved to approve Resolution #18-41 Approving Plat of Survey to Parcel 2018-19 and 2018-20, Pratt seconded, roll call unanimous.

Herman reported that the P & Z Board recommended the proposed vacation/abandonment of unutilized street right of way generally located along the eastern side of N. Gill Street right-of-way between W. 5th and W. 6th Streets and alleyway right-of-way running in a southerly – northerly direction within said block. Goedken moved to approve Resolution 18-42 Scheduling Public Hearing on the proposed vacation of unutilized Street Right-of-Way generally located along the eastern side of N. Gill Street Right-of-Way between W. 5th and W. 6th Streets and alleyway Right-of-Way running in a southerly – northerly direction within said block for April 16, 2018 at 6:00 p.m., Yeoman seconded, roll call unanimous.

Pratt moved to table proposed approval of Plat of Survey to Parcels 2018-21 and 2018-22, until the property located at 324 and 326 W 2nd Street was rezoned from R-2 two-family residential to R-3 multi-family condominium, Goedken seconded, roll call unanimous.

Herman reported that the P & Z Board recommended the rezoning of 324 and 326 W 2nd Street from R-2 two-family residential to R-3 multi-family. Pratt moved to approve Resolution #18-43 Scheduling Public Hearing on proposed rezoning of property located at 324 and 326 W 2nd Street from R-2 two-family residential to R-3 multi-family residential for April 16, 2018 at 6:00 p.m., Goedken seconded, roll call unanimous.

Goedken moved Ordinance #708 amending the Monticello Code of Ordinances by amending Chapter 165 "ZONING REGULATIONS" of certain property located within the City Limits of the City of Monticello, same being generally described as vacant lot located between 424 N. Chestnut Street to the north and 402 N Chestnut Street to the south, Monticello, IA 52310, legally described a set forth below and amending the Official Zoning Map, second reading and in title only, Lux seconded, roll call unanimous. This will change the zoning from R-1 Single-Family Residential to C-1 General Commercial.

Herman reviewed two options to amend Chapter 165.42 of the City Code related to non-conforming buildings and structures, as directed by Council. Steve Intlekofer, 529 W 1st St, addressed the Council in regard to his opinions related to non-conforming properties, including the non-conforming nature of his property located at 529 W. 1st St, and building restrictions related thereto. He suggested that there were many property line issues in many older areas of town and suggested that the Council consider promoting or requiring surveys in those areas prior to the issuance of a building permit. He indicated that he believed it would be good public policy to allow a lot with a non-conforming structure to build an accessory structure on the lot so long as the accessory structure was conforming. Herman presented two ordinance options for consideration by the Council, indicating that there were many more options that could be considered as well. After much discussion Yeoman recommended moving forward with option 2 that would allow the construction of conforming accessory structures on properties where the non-conforming primary structure lied totally within the owner's property but not allowing any additional construction on lots where the non-conforming primary structure was partially located on another's property. Yeoman introduced and moved Ordinance #709 amending Chapter 165.42, Zoning Regulations, Monticello Code, by Amending Provisions Pertaining to Nonconforming Buildings and Structures, first reading and in title only, Goedken seconded, roll call unanimous.

Goedken apologized to Librarian Michelle Turnis who took his comment related to the financial operations of the library personally. He stated that Turnis and the Library are doing a good job. He also stated that new Library hours will begin in May and that they adjusted staff hours after making Madonna Thoma-Kremer full time. Goedken expressed concern with a potential plan to add electrical outlets in exposed conduit in the library. Library Board member Kim Brooks stated that the Library has many users who utilize outlets and that there is a shortage of available outlets

Herman reported that Terracon, approved by the IDNR, has completed the Phase I Environmental inspection of 103 W 1st Street and everything came back fine. The City may now take title to the property and will work with Mel Pins, IDNR to move forward with an asbestos inspection, with the costs of same to be reimbursed by the IDNR Brownfield program.

In response to a question, Herman indicated that he has not heard of any problems related to the St Patrick's Day event at the Office Lounge.

Herman advised that the City will be selling a number of items that have accumulated over the years, such as unclaimed bikes, a furnace from City Hall remodeling, and potentially some library furniture and other items. Notice will be in this week's paper and sealed bids are due on April 6th.

Herman reported that Diane Temple contacted him in regard to a potential Band Parent's fundraiser that would involve the painting of a Monticello logo "M" and paw print paint on business sidewalks. The logo is currently proposed to be 2' X 3' in size and would be painted with traffic marking quality paint. Council expressed concerns related to the potential number of logos to be painted and how a logo would be maintained once it started to deteriorate or fade.

Herman stated that Snyder & Associates sent a letter to Taylor Construction questioning the placement of E. 1st Street Bridge project spoils. Schwickerath indicated that they were waiting to hear back from Taylor Construction in regard to spoils placement.

Herman and Park and Rec Director Jacob Oswald narrowed down Berndes Center floor colors and will take samples to the Park Board for review and recommendation before presenting to the City Council.

Herman reported that Park and Rec Director Jacob Oswald has been looking into Aquatic Center rates and questioned whether or not residential and non-residential rates should be the same, increasing the residential rate and decreasing the non-residential rate. The only reason for the change in rates would be the ease in managing sign ups, not having to determine whether applicants were being truthful when providing their address. Herman explained that the rate differences are tied to the fact that the Monticello taxpayers cover the costs of the Aquatic Center not covered by Aquatic Center revenues.

Herman's review of reports from Alliant Energy suggests that the Berndes Center electric expense dropped approximately 23% over an eleven month period after the installation of LED lighting throughout the building.

Schwickerath and Beaman reported that changes to the wastewater permit in 2016 by the State have required additional monitoring by the City and require the creation and submission of a report by the City to the DNR evaluating the feasibility and reasonableness of reducing nitrogen and phosphorus discharged from the plant. The report must be submitted by October 1, 2018. The report requires that the City address a number of items, including but not limited to a plan and schedule of potential improvements to the City Wastewater Treatment facility. The current facility was last updated in 2000. Estimated improvements related to nutrient and phosphorous

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reduction could cost more than 6 million dollars. Council discussed raising sewage rates now to build a fund to reduce the necessary debt if and when the updates are required and to soften the overall increase that would otherwise be implemented at that time.

Pratt moved to adjourn at 8:08 P.M.

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

PAYROLL - MARCH 29, 2018

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	Mar. 12 - 25, 2018				
Evan Barry	\$ 159.30	\$ -	0.00	0.00	\$ 136.66
Jeremy Bell	424.80	-	0.00	0.00	330.97
Carter Bronemann	955.80	-	0.00	0.00	705.21
Dawn Brus	735.00	-	0.00	48.38	551.54
Jacob Gravel	106.20	-	0.00	0.00	41.11
Mary Intlekofer	1,822.80	-	14.63	56.38	1,156.85
Brandon Kent	2,083.20	-	0.00	0.00	1,539.97
Jim Luensman	434.00	-	0.00	0.00	338.01
Lori Lynch	2,213.40	390.60	0.00	0.00	1,468.80
Christopher Moore	1,987.20	248.40	0.00	87.00	1,394.80
Shelly Searles	2,560.60	683.55	0.00	13.50	1,880.76
Brenda Surom	520.80	-	0.00	0.00	392.21
TOTAL AMBULANCE	\$ 14,003.10	\$ 1,322.55	14.63	205.26	\$ 9,936.89
CEMETERY	Mar. 10 - 23, 2018				
Dan McDonald	\$ 1,572.00	\$ -	0.00	0.00	\$ 1,170.35
TOTAL CEMETERY	\$ 1,572.00	\$ -	0.00	0.00	\$ 1,170.35
CITY HALL	Mar. 11 - 24, 2018				
Cheryl Clark	\$ 1,600.00	\$ -	0.38	0.25	\$ 1,085.03
Doug Herman	3,720.71	-	0.00	0.00	2,677.37
Sally Hinrichsen	2,368.18	-	0.00	0.00	1,571.58
Nanci Tuel	1,360.00	-	0.00	0.00	1,050.52
TOTAL CITY HALL	\$ 9,048.89	\$ -	0.38	0.25	\$ 6,384.50
LIBRARY	Mar. 12 - 25, 2018				
Kyle Gassman	\$ 191.80	\$ -	0.00	0.00	\$ 165.72
Molli Hunter	274.13	-	0.00	0.00	233.85
Penny Schmit	935.20	-	0.00	0.00	686.90
Madonna Thoma-Kremer	872.00	-	0.00	0.00	720.42
Michelle Turnis	1,517.58	-	0.00	0.00	1,137.88
TOTAL LIBRARY	\$ 3,790.71	\$ -	0.00	0.00	\$ 2,944.77
MBC	Mar. 12 - 25, 2018				
Jacob Oswald	\$ 1,846.15	\$ -	0.00	0.00	\$ 1,386.83
Casey Reyner	1,538.46	-	0.00	0.00	1,074.89
TOTAL MBC	\$ 3,384.61	\$ -	0.00	0.00	\$ 2,461.72
POLICE	Mar. 12 - 25, 2018				
Dawn Graver	\$ 2,174.76	\$ -	0.00	0.00	\$ 1,545.76
Erik Honda	1,800.96	-	0.00	7.75	1,348.23
John Klein	400.53	-	0.00	0.00	335.62
Jordan Koos	2,047.10	-	0.00	32.50	1,492.38
Travis McNally	492.96	-	0.00	0.00	401.27
Britt Smith	2,443.56	-	0.00	0.00	1,786.45
Madonna Staner	1,414.40	-	0.00	0.00	1,069.37
Brian Tate	2,063.04	-	0.00	0.00	1,553.83
Robert Urbain	1,575.04	-	0.00	26.50	1,152.18
TOTAL POLICE	\$ 14,412.35	\$ -	0.00	66.75	\$ 10,685.09

PAYROLL - MARCH 29, 2018

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
ROAD USE	Mar. 10 - 23, 2018				
Billy Norton	\$ 1,572.00	\$ -	0.00	0.00	\$ 1,145.69
Wayne Yousse	1,572.00	-	0.00	24.00	1,123.66
TOTAL ROAD USE	\$ 3,144.00	\$ -	0.00	24.00	\$ 2,269.35
SANITATION	Mar. 10 - 23, 2018				
Michael Boyson	\$ 1,536.00	\$ -	0.00	0.00	\$ 1,073.37
Nick Kahler	1,572.00	-	0.00	0.00	1,070.56
Brian Kramer	288.00	-	0.00	0.00	235.82
TOTAL SANITATION	\$ 3,396.00	\$ -	0.00	0.00	\$ 2,379.75
SEWER	Mar. 10 - 23, 2018				
Tim Schultz	\$ 1,632.00	\$ -	0.00	29.63	\$ 1,152.19
Jim Tjaden	1,900.00	-	0.00	0.00	1,379.72
TOTAL SEWER	\$ 3,532.00	\$ -	0.00	29.63	\$ 2,531.91
WATER	Mar. 10 - 23, 2018				
Brant LaGrange	\$ 2,020.38	\$ -	0.00	0.00	\$ 1,424.05
Jay Yanda	1,820.00	-	0.00	0.00	1,323.28
TOTAL WATER	\$ 3,840.38	\$ -	0.00	0.00	\$ 2,747.33
TOTAL - ALL DEPTS.	\$ 60,124.04	\$ 1,322.55	15.01	325.89	\$ 43,511.66

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
ACCOUNTS PAYABLE CLAIMS				

	GENERAL			
	POLICE DEPARTMENT			
BLADE PEST CONTROL INC	PD/AMB PEST CONTROL	41.00		
CITY OF ANAMOSA	PD JCERT EXPENSES	2,000.00		
ENCOMPASS IOWA LLC	PD COMPUTER/TECH SUPPORT FEES	2,746.05		
JOHN DEERE FINANCIAL	PD SUPPLIES	29.13		
KOOB AUTOMOTIVE & TOWING INC	PD VEHICLE OPERATING	140.55		
UNIFORM DEN INC	PD SUPPLIES	189.79		
		<u>5,146.52</u>		
	POLICE DEPARTMENT			
	AQUATIC CENTER			
SPAHN & ROSE LUMBER CO INC	POOL EQUIP REPAIR/MAINT	4.08		
		<u>4.08</u>		
	AQUATIC CENTER			
	CEMETERY			
IBEN CONSTRUCTION CO INC	CEM GRAVE OPENINGS-JAN & FEB	525.00		
JOHN DEERE FINANCIAL	CEM/RU JD UTILITY TRACTOR REP	574.98		
		<u>1,099.98</u>		
	CEMETERY			
	CLERK/CITY ADMIN			
JOHN MONK	JANITORIAL SERVICES	400.00		
		<u>400.00</u>		
	CLERK/CITY ADMIN			
	CITY HALL/GENERAL BLDGS			
BOSS OFFICE SUPPLIES & SYS INC	CH OFFICE SUPPLIES	56.99		
DATA TECHNOLOGIES INC	CH TRAINING - HINRICHSEN	95.00		
DOUG HERMAN	CH TRAVEL - IMMI CONFERENCE	111.18		
JOHN DEERE FINANCIAL	CH BUILDING SUPPLIES	53.98		
TERRACON	ENV ASSESSMENT - 103 W FIRST	1,800.00		
		<u>2,117.15</u>		
	CITY HALL/GENERAL BLDGS			
	GENERAL	<u>8,767.73</u>		
	MONTICELLO BERNDES CENTER			
	PARKS			

BOSS OFFICE SUPPLIES & SYS INC MBC OFFICE SUPPLIES 5.18

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
JOHN DEERE FINANCIAL	MBC BUILDING SUPPLIES	14.28		
M TOWN TIRE & AUTO	MBC VEHICLE REPAIR/MAINT	34.00		
JOHN MONK	JANITORIAL SERVICES	480.00		
MONTICELLO SPORTS	MBC LEAGUE SUPPLIES	2,460.00		
PEPSI COLA BOTTLING CO	MBC CONCESSIONS	253.74		
		<u>3,247.20</u>		
	PARKS	3,247.20		
		<u>3,247.20</u>		
	MONTICELLO BERNDES CENTER	3,247.20		
	FIRE			
	FIRE			
DONALD MCCARTHY	FIRE ROPE/RESCUE EQUIPMENT	198.00		
MUNICIPAL EMERGENCY SERVICES	FIRE SUPPLIES	477.00		
SANDRY FIRE SUPPLY	FIRE SCBA (19) & SCBA EQUIP	132,942.78		
		<u>133,617.78</u>		
	FIRE	133,617.78		
		<u>133,617.78</u>		
	FIRE	133,617.78		
		<u>133,617.78</u>		
	AMBULANCE			
	AMBULANCE			
AIRGAS USA, LLC	AMB MEDICAL SUPPLIES	96.52		
AMERIGROUP	AMB OVERPAYMENT - M SCOTT	328.08		
BLADE PEST CONTROL INC	PD/AMB PEST CONTROL	41.00		
FREESSE MOTORS INC	AMB VEHICLE REPAIR/MAINT	275.29		
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	2,197.71		
PHOEBE RHOADES	AMB OVERPAYMENT REFUND	150.00		
STERICYCLE, INC.	AMB PHARMACEUTICAL DISPOSAL	79.35		
		<u>3,167.95</u>		
	AMBULANCE	3,167.95		
		<u>3,167.95</u>		
	LIBRARY IMPROVEMENT			
	LIBRARY			
CENTER POINT PUBLISHING	LIB IMP BOOKS	44.34		
		<u>44.34</u>		
	LIBRARY	44.34		
		<u>44.34</u>		
	LIBRARY IMPROVEMENT	44.34		
	LIBRARY			

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	LIBRARY			
THE BOOK FARM, INC.	LIB BOOKS	123.41		
FAREWAY STORES #840-1	LIB PROGRAMS/PROMOTIONS	32.28		
MICRO MARKETING LLC	LIB IMP BOOKS	178.15		
JOHN MONK	JANITORIAL SERVICES	480.00		
OHNWARD BANK & TRUST	LIB POSTAGE	204.01		
POPULAR SUBSCRIPTION SERVICE	LIB MAGAZINES	1,156.12		
		=====		
	LIBRARY	2,173.97		
		=====		
	LIBRARY	2,173.97		
		=====		
	AIRPORT			
	AIRPORT			
ALLIANT ENERGY-IES	20373 HWY 38 TERMINAL BLDG	493.46		
IOWA PUBLIC AIRPORTS ASSOC	AIRPORT DUES	150.00		
		=====		
	AIRPORT	643.46		
		=====		
	AIRPORT	643.46		
		=====		
	ROAD USE			
	STREETS			
ALLIANT ENERGY-IES	WELTER DRIVE STREETLIGHTS	136.93		
JOHN DEERE FINANCIAL	RU SUPPLIES	799.39		
KIMBALL MIDWEST	RU SUPPLIES	221.76		
DAVID B MCNEILL	RU EQUIP REPAIR/MAINT	20.76		
MONTICELLO MACHINE SHOP INC	RU EQUIP REPAIR/MAINT	7.31		
SPAHN & ROSE LUMBER CO INC	RU SUPPLIES	6.48		
		=====		
	STREETS	1,192.63		
		=====		
	ROAD USE	1,192.63		
		=====		
	TRUST/SLAVKA GEHRET FUND			
	LIBRARY			
FIGGE ART MUSEUM	LIB GEHRET PROGRAMMING	75.00		
GROUT MUSEUM DISTRICT	LIB GEHRET PROGRAMMING	200.00		
		=====		
	LIBRARY	275.00		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	TRUST/SLAVKA GEHRET FUND	275.00		
	C.C. BIDWELL LIBRARY BOOK			
	LIBRARY			
MICRO MARKETING LLC	LIB BIDWELL BOOKS	15.29		
	LIBRARY	15.29		
	C.C. BIDWELL LIBRARY BOOK	15.29		
	WATER			
	WATER			
BOSS OFFICE SUPPLIES & SYS INC	WATER SUPPLIES	16.08		
EASTERN IA EXCAVATING&CONCRETE	WATER SYSTEM	3,261.25		
J&R SUPPLY INC	WATER SYSTEM	159.54		
JOHN DEERE FINANCIAL	WATER SUPPLIES	5.59		
	WATER	3,442.46		
	WATER	3,442.46		
	CUSTOMER DEPOSITS			
	WATER			
CITY OF MONTICELLO	<i>Water Deposit Refunds</i>	387.82		
JOHN STADTMUELLER	WATER DEPOSIT REFUND	12.18		
	WATER	400.00		
	CUSTOMER DEPOSITS	400.00		
	SEWER			
	SEWER			
FAREWAY STORES #840-1	SEWER LAB SUPPLIES	9.96		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	SEWER	9.96		
	SEWER	9.96		
**** SCHED	TOTAL ****	156,997.77		
***** REPORT	TOTAL *****	156,997.77		

ACCOUNTS PAYABLE ACTIVITY CLAIMS FUND SUMMARY

FUND	FUND NAME	TOTAL	CHECK#	DATE
001	GENERAL	8,767.73		
005	MONTICELLO BERNDES CENTER	3,247.20		
015	FIRE	133,617.78		
016	AMBULANCE	3,167.95		
030	LIBRARY IMPROVEMENT	44.34		
041	LIBRARY	2,173.97		
046	AIRPORT	643.46		
110	ROAD USE	1,192.63		
178	TRUST/SLAVKA GEHRET FUND	275.00		
502	C.C. BIDWELL LIBRARY BOOK	15.29		
600	WATER	3,442.46		
602	CUSTOMER DEPOSITS	400.00		
610	SEWER	9.96		

City Council Meeting
Prep. Date: 03/29/18
Preparer: Doug Herman



Agenda Item: 1+2
Agenda Date: 04/02/18

Communication Page

Agenda Items Description: Public Hearing and Resolution related to the proposed abandonment of alleyway right of way generally located between 4th and 5th Streets to the east of N. Chestnut Street and the West of the Fareway property for April 2, 2018 at 6:00 p.m.

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

Attachments & Enclosures:

Proposed Resolution
Aerial Representation

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Alleyways near the Accent property off of N. Chestnut Street haven't been utilized for year and the P & Z recommends with no objections from property owners that said alleyways be abandoned.

Background Information: The P & Z recommends the vacation of alleyways located near Accent property between 4th and 5th. The alleyways do not appear to go from one end of the block to the other and buildings have in some cases been built on the ROW. Letters were sent to all potentially affected property owners and they were invited to comment in writing or in person to the City Admin. or P & Z. Two neighbors appeared at the P & Z and both were in favor with no objections.

Even though the GIS shows a portion of this alleyway having previously been vacated it is their recommendation that all of the alleyway, even those portions shown as having previously been vacated or abandoned, be vacated again. The Auditor has received, commented, and otherwise reviewed and agreed with the legal descriptions set out within the proposed Resolution.

Staff Recommendation: I recommend that the Mayor open the Public Hearing, accept public comment, if any, and thereafter consider a Resolution approving the vacation of the alleyway.

The City of Monticello, Iowa

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

RESOLUTION # 18-__

Vacating Alleyway Right-of-Way and transferring same to adjacent property owners.

WHEREAS, The City of Monticello City Council scheduled a Public Hearing, published notice of same, and held the Public Hearing on the proposed vacation of an alleyway right-of-way deemed to be of no present or future value or use to the City of Monticello, and

WHEREAS, The Public Hearing notice did not result in any written comment or objection and no comment was received from the public at the Public Hearing, and

WHEREAS, The City of Monticello Planning and Zoning Board recommended the vacation of the proposed right-of-way, and

WHEREAS, The Council finds that the following right-of-way should be and is hereby vacated, to be transferred by way of this Resolution to the adjacent property owners consistent with the Iowa Code, to wit:

- 1). All that portion of the platted alleyway lying west of Lots 233 to 239 and east of Lots 240 to 246, all in the Railroad Addition to Monticello, Jones County, Iowa

-and-

WHEREAS, The alleyway vacated herein shall, by the approval of this Resolution, result in the transfer of ownership of said vacated alleyway to the following persons:

1. Paul J. Beckman and Robert Kremer:
 - a. The East ½ of the vacated alleyway lying adjacent to Lot 233 in the Railroad Addition to Monticello, Jones County, Iowa.
 - b. The East ½ and the West ½ of the vacated alleyway lying adjacent and between Lots 234 and 245 in the Railroad Addition to Monticello, Jones County, Iowa.
 - c. The East ½ and the West ½ of the vacated alleyway lying adjacent and between Lots 235 and 244 in the Railroad Addition to Monticello, Jones County, Iowa.
 - d. The East ½ of the vacated alleyway lying adjacent to Lot 236, 237, 238, and 239 in the Railroad Addition to Monticello, Jones County, Iowa.

2. Michael E. Wells:

- a. The West ½ of the vacated alleyway lying adjacent to Lot 246 in the Railroad Addition to Monticello, Jones County, Iowa.
- b. The West ½ of the vacated alleyway lying adjacent to Lots 242 and 243 in the Railroad Addition to Monticello, Jones County, Iowa.

3. Robert N. and Sandra J. Kremer

- a. The West ½ of the vacated alleyway lying adjacent to Lot 241 in the Railroad Addition to Monticello, Jones County, Iowa.

4. Jason A. S. Baugh and Marybeth Baugh

- a. The West ½ of the vacated alleyway lying adjacent to Lot 240 in the Railroad Addition to Monticello, Jones County, Iowa.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby vacate those alleyway right-of-ways as described within the body of this Resolution, and

BE IT FURTHER RESOLVED that the property referenced in paragraphs numbered 1-4, set forth previously herein, shall be transferred by virtue of this document alone, without the preparation or issuance of a deed or other documentation, to the property owners identified therein, and/or their successors in interest if appropriate.

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 2nd day of April, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

INDEX LEGEND

LOT 235, 236, 244 & VACATED ALLEY LYING ADJACENT TO LOTS 235 & 244 IN THE NEW RAILROAD ADDITION, MONTICELLO, IOWA

ORS: PAUL J. BECKMAN & ROBERT N. KREMER

TOR: PAUL BECKMAN

ZYOR: BILL BURGER

VEYOR: WM. BURGER LANDSURVEYOR

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

PREPARED BY BILL BURGER

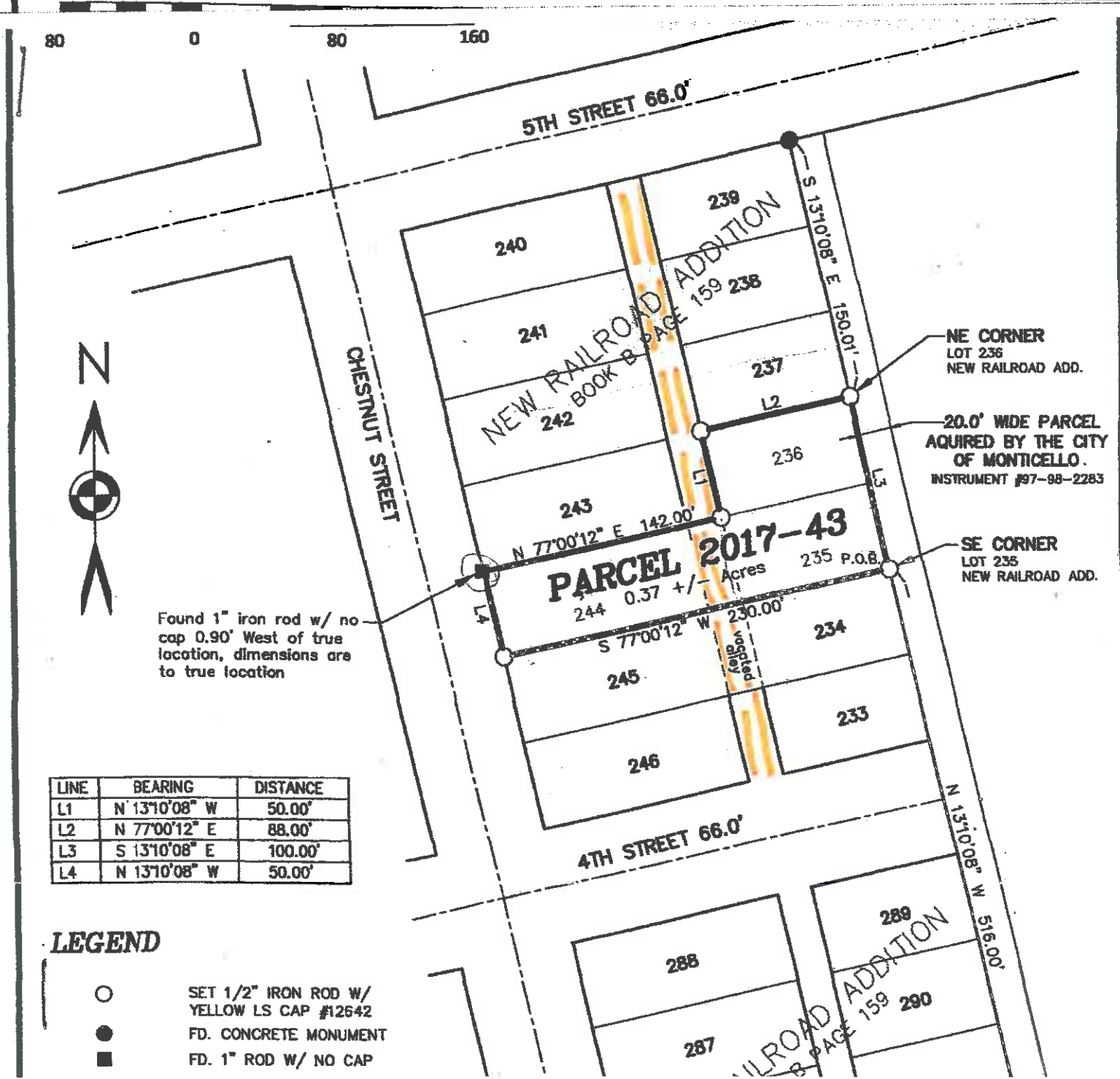
510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078

(563) 855 2028

PLAT OF SURVEY

PARCEL 2017-43

COMPRISED OF LOTS 235, 236, 244 AND THE VACATED ALLEY LYING ADJACENT TO LOTS 235 AND 244, ALL IN THE NEW RAILROAD ADDITION IN MONTICELLO, JONES COUNTY IOWA



Found 1" iron rod w/ no cap 0.90' West of true location, dimensions are to true location

LINE	BEARING	DISTANCE
L1	N 13°10'08" W	50.00'
L2	N 77°00'12" E	88.00'
L3	S 13°10'08" E	100.00'
L4	N 13°10'08" W	50.00'

LEGEND

- SET 1/2" IRON ROD W/ YELLOW LS CAP #12642
- FD. CONCRETE MONUMENT
- FD. 1" ROD W/ NO CAP

City Council Meeting
Prep. Date: 03/29/18
Preparer: Doug Herman



Agenda Item: 3
Agenda Date: 04/02/2018

Communication Page

Agenda Items Description: Resolution to approve Tax Abatement related to property located at 506 Locust Court

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

Attachments & Enclosures:

Proposed Resolution
Application

Fiscal Impact:

Budget Line Item:	n/a
Budget Summary:	n/a
Expenditure:	n/a
Revenue:	n/a

Synopsis: Abatement Application filed by Jeff and Carole Podhaski, owners of home located at 506 Locust Court, Monticello.

Background Information: This Resolution provides the tax abatement as set out in the Code for Residential properties. The new value added by the improvement, up to \$75,000, is exempt from taxation for five years.

Staff Recommendation: I recommend that the Council approve the proposed Resolution providing for the Standard Tax Abatement as set out above.

The City of Monticello, Iowa

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

RESOLUTION #

**Approving Howard Jeffery & Carole Ann Podhaski Tax
Abatement Application related to Residential Improvements
constructed at 506 Locust Court, Monticello, Iowa.**

WHEREAS, Monticello has enacted an Urban Revitalization Tax Abatement program and codified same at Chapter 10 of the Monticello Code of Ordinances, and

WHEREAS, Howard Jeffery & Carole Ann Podaski has completed and filed an Application for Tax Abatement related to their home, a Residentially zoned property, located at 506 Locust Court, Monticello, Iowa, and

WHEREAS, The City Council has reviewed said Application, and finds that the information submitted therein is consistent with that required by the Monticello Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Application for Tax Abatement filed by Howard Jeffery & Carole Ann Podaski as set forth above, consistent with Chapter 10 of the Monticello Code of Ordinances, said Application bearing the date of March 20, 2018 and being signed by H. Jeff Podhaski and further directs the Monticello City Clerk to file same with the Jones County Assessor as prescribed by law.

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 2nd day of April, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

APPLICATION FOR TAX ABATEMENT UNDER THE
URBAN REVITALIZATION PLAN FOR

MONTICELLO, IOWA

Date 3-20-18

Prior Approval for
Intended Improvements _____

Approval of Improvements
Completed _____

Address of Property: 506 Locust Ct. Monticello, IA 52310

Legal Description: _____

Title Holder or Contract Buyer Howard Jeffery & Carole Ann Podhaski

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): 319 480 0407

Existing Property Use: Residential Commercial Industrial Vacant

Proposed Property Use: Residential Commercial Industrial

Nature of Improvements: New Construction Addition General Improvements

Specify _____

Estimated or Actual Date of Completion: 3-21-18

Estimated or Actual Cost of Improvements: \$205,000.00

Tax Exemption Schedule is attached.

Signed: H. Jeff Podhaski

City Council Meeting
Prep. Date: 03/29/18
Preparer: Doug Herman



Agenda Item: 4
Agenda Date: 04/02/2018

Communication Page

Agenda Items Description: Resolution to approve amended contract between the City of Monticello and Anderson Ladd, Inc. to install, with appropriate preparation, a new floor surface at the Monticello Berndes Center.

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

Attachments & Enclosures:

Proposed Resolution
Anderson Ladd proposal (With 2 nd Color)

Fiscal Impact:

Budget Line Item:	
Budget Summary:	Park & Rec.
Expenditure:	\$108,034 +/-
Revenue:	

Synopsis: The Council previously approved moving forward with floor replacement project at approx. cost of \$110,000. That bid did not include a second "border" color. A bid with a border was requested.

Background Information: The Amended proposal includes an additional cost of \$2,340 to add a border color around the perimeter of the Berndes Center Floor. (Basically, there would be a border around the floor like there is at the present – blue border and gray floor.

When looking at colors we determined that the bid did not in fact allow for the second border color so I asked for an updated proposal. The additional fee comes in at \$2,340. I believe the border will make a big difference on the overall appearance, however, as it is not necessary I wanted to get your input and put the decision in your hands.

I have reviewed the proposal language and the warranty and find them to be very standard in nature. While the warranty is 25 years it is "limited" like most warranties and will only cover product defects/failures not caused by negligent use. (Again, like all warranties, when something goes wrong the warranty never automatically kicks in, there is usually an argument about the cause of the problem and whether or not the warranty applies.)

Staff Recommendation: Staff recommends that the Council consider the initial bid (\$105,694) and the amended bid (\$108,034) and determine which option is deemed to be most appropriate.

The City of Monticello, Iowa

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

RESOLUTION #18-__

Resolution to approve amended contract between the City of Monticello and Anderson Ladd, Inc. to install, with appropriate preparation, a new floor surface at the Monticello Berndes Center.

WHEREAS, The City of Monticello is the owner of the Monticello Berndes Center, a multi-use facility that has for many years been served by a multi-use "Sport Court" flooring system, and

WHEREAS, The City Council, in consultation with the City Park and Recreation Director and the City Administrator have determined that the existing Sport Court system has passed its life expectancy and is in need of replacement, and

WHEREAS, The City Council has determined that a seamless floor system as opposed to a Sport Court tile system is a better solution to the multitude of purposes served by the Monticello Berndes Center and that the flooring solution proposed by Anderson Ladd, Inc. would meet the needs of the Berndes Center now and for years to come, and

WHEREAS, The City Council previously authorized the City Administrator to execute an agreement with Anderson Ladd, Inc. to move forward with this project, with planned sport court floor removal to occur at or near the beginning of July, 2018, concrete floor patching and smoothing to occur during the month of July with the new Pulastic ECO 90 floor system to be installed during the month of August, 2018, and

WHEREAS, Subsequent to the above approval the City Administrator received an updated proposal to add a second color, or border, to the main floor at an additional cost of \$2,340, and

WHEREAS, The Council finds that the floor should have a border of another color, not only from a general aesthetics standpoint but also from the standpoint that a border helps to more clearly identify the boundaries of the playing surface for many sports, making it much easier to identify the out of bounds areas.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the amended contract between the City of Monticello and Anderson Ladd, Inc. to install, with appropriate preparation, a new floor surface, Pulastic Classic ECO 90 flooring system in the large multi-purpose room at the Monticello Berndes Center with a second color for the floor border at the estimated cost of \$108,034, and authorizes the City Administrator to execute the agreement with Anderson Ladd, Inc. on behalf of the Monticello City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 2nd day of April, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk



ANDERSON LADD, INC.

27740 Prospect Ave., Adel, IA 50003
Office: 515-608-5387 Mobile: 515-603-9326 Fax: 512-573-2230
SERVING EDUCATION, HEALTH CARE AND INDUSTRY SINCE 1924

"Respected Contractor
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PROPOSAL HH57452

To: **City of Monticello**

Date: **3/26/2018**

Project: **Berndes Center floor replacement**

Location: **Monticello, IA**

SERVICES

- *Construction
- *Consulting / Training
- *Service & Maintenance
- *Survey & Design
- *Project Management

PRODUCTS

- *Athletic & Wood Flooring
- *Athletic Equipment
- *Auditorium Seating
- *Bladders
- *Basecoat
- *Clean Rooms
- *Gymnasium Walls
- *Laboratory Equipment
- *Laboratory Furniture
- *Library & File Systems
- *Lockers
- *School Equipment
- *Storage Systems
- *Tennis
- *Turf Fields

The Haldeman Hommel Family of Companies

- *Academic Specialties
- *Academic Specialties
TX
- *Anderson Ladd
- *BBA



Employee Owned

We propose to furnish and install the following as manufactured by Robbins Sports Surfaces using standard design, materials, construction sizes and colors based on information provided by Jacob Oswald. This proposal is based upon the National Joint Powers Alliance (NJPA) contract pricing awarded to Robbins Sports Surfaces (#082114-RBI) that has been competitively bid and satisfies all bid requirements. **The City of Monticello is already a member (#69468).**

Based upon 11,015sf

- **Pulastic Classic ECO 90:** 7mm rubber pad adhered to concrete, seal coat layer applied to top of rubber, 2-1mm urethane lifts (GM2500), one color urethane top coat, game lines: 3 BB, 2 VB, 1 tennis, new vinyl base material around perimeter, and new aluminum thresholds at all entrance and exit doors. This product carries a 25 year product warranty.

Material, freight and installation **\$105,694**

Add for second color **Add \$2,340**

Qualifications:

1. Project will be scheduled for installation during the month of August 2018 to fit facility schedule. This schedule is subject to the results of the condition of the concrete slab and the amount of necessary correction.
2. Removal of existing flooring by owner.
3. Once the concrete slab is revealed, Anderson Ladd will inspect the floor to determine if it meets 1/8" per 10' tolerance. The amount of necessary corrections to the slab will be determined at that point and communicated to the owner for additional cost.
4. Once the concrete slab is revealed, Anderson Ladd will test the existing slab for relative humidity. If RH of slab is greater than 85%, a moisture barrier will need to be applied at an additional cost.

Excludes:

1. State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials, otherwise any applicable tax will be added at time of invoicing.
2. Any Liquidated, Consequential and/or Actual Damages clauses.
3. Floor to be installed on a clean and level subfloor.
4. Charges for vertical transportation, Mechanical utilities and connections, Electrical utilities and connections, Bonds, Removal of existing equipment, Traps, Ducts, Fume hood fan/blowers, Rubber/vinyl base, In-wall backing/blocking. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster provided by others, leaving the premises broom clean and orderly.

SEE PAGE 2 for Terms & Conditions

This proposal is based upon usage of the AGC/ASA/ASC "Standard Form Construction Subcontract", 1996 Edition or a subcontract form otherwise acceptable to Haldeman-Homme, Inc.

TERMS: Net 30 Days

ACCEPTED: Company _____

RESPECTFULLY,

Name _____

ANDERSON LADD, INC.

Date _____

By

Noah Johnson

Noah Johnson
Facility Solutions Specialist
515-608-5387

Note: This quotation is offered for acceptance within 30 days and is subject to revision beyond that time.

A Haldeman Homme Company

www.haldemanhomme.com

www.andersonladd.com

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ANDERSON LADD, INC.

27740 Prospect Ave., Adel, IA 50003

Office: 515-603-5367 Mobile: 515-386-5326 Fax: 612-378-2239

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1921

PROPOSAL HH57452

Haldeman-Homme, Inc. Terms and Conditions

Academic Specialties, Inc. / Academic Specialties TX / Anderson Ladd Inc. / Iowa Direct Equipment & Appraisal

General

These terms and conditions are a component part of the attached proposal and constitute the entire agreement between Haldeman-Homme, Inc. and any of its subsidiaries. By signing the proposal, Customer acknowledges that they understand and accept the proposal and the following terms and conditions. All work shall be done in accordance with the attached proposal unless otherwise provided for in writing and signed by Haldeman-Homme, Inc. Applicable sales, excise and use taxes are not included unless otherwise stated in the proposal. Tax exempt entities hereby agree to furnish tax exemption certificates when requested on non-taxable materials. Material Only Contracts: Responsibility for the unloading, handling, storage and installation of material transfers to the Customer upon shipment from the factory. Customer is responsible for receiving, unloading and inspecting materials and filing freight claim for any shortage or damage of materials. Delivery and freight charges are not included unless otherwise stated in the proposal.

Site Conditions

A smooth, level and clean sub-floor shall be provided or as required by Haldeman-Homme, Inc. Maintain environment at proper temperature (55-80 degrees F.) and humidity (35-50%) before, during and 30 days following installation. Delays due to circumstances beyond the control of Haldeman-Homme, Inc. shall entitle Haldeman-Homme, Inc. to an equitable adjustment of time and contract price.

Acceptance

This proposal may be accepted within 30 days subject to credit approval. Haldeman-Homme, Inc. reserves the right to revoke this offer prior to acceptance by customer. Customer agrees that, by signing, grant authority to credit bureaus to release credit history information for the purpose of establishing credit with Haldeman-Homme, Inc. and its subsidiaries. Haldeman-Homme, Inc. and its subsidiaries may, at its sole discretion, require a credit application, joint check agreement with the property owner/end user if the property owner/end user is a separate entity from the Customer, a copy of the Customer's payment bond, a personal guarantee, or a combination of said documents as a condition of credit approval.

Installation

This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening and weekend work is available at additional charge. Customer agrees to provide Haldeman-Homme, Inc. with sufficient and timely unloading facilities, dock and elevator access as needed at no additional cost to Haldeman-Homme, Inc. Customer shall provide temporary, secure storage for materials prior to installation. Customer shall provide adequate electrical power, lighting, water and restroom facilities during installation. Customer shall provide area that is free and clear and prepared for installation.

Engineering

All engineering, proposal drawings, specifications shall represent Haldeman-Homme, Inc.'s investment in engineering skill and development and remain the property of Haldeman-Homme, Inc. Such are submitted with the understanding that the information will not be disclosed or used in any way detrimental to Haldeman-Homme, Inc.'s interests.

Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from Haldeman-Homme, Inc. and Customer.

Liability

Haldeman-Homme, Inc. shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. Haldeman-Homme, Inc. shall not be liable for liquidated, consequential or any other damages or penalties of any kind for delays in completion of work. Haldeman-Homme, Inc. indemnify obligations to the Customer and owner are limited to the liability created by the gross negligence of Haldeman-Homme, Inc., its employees or subcontractors. In the event the terms of this agreement conflicts with the Customer's proposal or purchase order the parties acknowledge and agree the terms of this agreement shall control.

Payment

Payment in full will be due and payable thirty (30) days from invoice date. Haldeman-Homme, Inc. and its subsidiaries may, at its sole discretion, require a down payment of up to 50% of the order at the time the order is placed. Customer agrees to pay progress-billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where materials are stored or staged temporarily at the job site or in offsite or bonded warehouse, customer shall pay for materials and reasonable storage charges. The failure of the Customer to make payments within contract terms shall entitle Haldeman-Homme, Inc., in addition to all other rights, to suspend all work and shipments and shall further entitle Haldeman-Homme, Inc. to an extension of time of performance of the work. No payments shall be withheld from or penalties assessed against Haldeman-Homme, Inc. due to causes for which Haldeman-Homme, Inc. is not responsible.

Customer agrees that, if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due Haldeman-Homme, Inc. may without further notice or demand, exercise all rights and remedies available by law for the collection of the balance due on the account. Haldeman-Homme, Inc. reserves the option to exercise its lien rights at all times in accordance with applicable law to secure collection of amounts due. Applicant will be liable for all expenses of collection with or without suit, including all court costs and reasonable attorney's fees to the extent under applicable state law. Venue shall be the State District Court of Minnesota.

Disputes

Customer and Haldeman-Homme, inc. hereby agree that disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Minnesota.

Cancellation

An officer of Haldeman-Homme, Inc. must approve cancellation requests in writing. In order to compensate Haldeman-Homme, Inc. for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount plus the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses incurred by Haldeman-Homme, Inc.

Warranty

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY HH/AL.

Insurance

Haldeman-Homme, Inc. maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named insureds.

Codes

Customer, architect and/or contractor shall be responsible for all local, state and federal agency code compliance, permits, fees, design, engineering and testing. Haldeman-Homme, Inc. does not provide professional liability insurance for any of these services. Costs for any and all such services are not included in this proposal.

Signature: _____ Name: _____ Date: _____
(Please Print)

SERVICES

- Construction
- Assessment / Training
- Service & Maintenance
- Layout & Design
- Project Management

PRODUCTS

- Athletic & Wood Flooring
- Athletic Equipment
- Audio Visual Seating
- Bleachers
- Copiers
- Clean Rooms
- Director Walls
- Laboratory Equipment
- Laboratory Furniture
- Library & Life Systems
- Lockers
- School Equipment
- Storage Systems
- Tracks
- Tool Belts

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- Anderson Ladd
- BIA



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City Council Meeting
Prep. Date: 03/29/18
Preparer: Doug Herman



Agenda Item: # 5
Agenda Date: 04/02/18

Communication Page

Agenda Items Description: Resolution to approve Pay Request #7 from Schaus-Vorhies related to the Monticello Airport Ten-T Hangar project in the amount of \$50,546.65

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

Attachments & Enclosures:

Resolution
Pay Request #7; Engineer Recommendation

Fiscal Impact:

Budget Line Item:	
Budget Summary:	Ten-T Hangar Project
Expenditure:	\$50,546.65
Revenue:	

Synopsis: Approval of Pay Request #7 related to Ten-T Hangar project in the amount of \$50,546.65

Background Information: The City Engineer recommends that Pay Request #7 be approved in the amount of \$50,546.65. The total amount earned as reflected by this pay request totals \$598,080.07. Retainage totals 5% and based thereon the sum of \$29,904.00 has been withheld, resulting in total payments after this payment in the amount of \$568,176.07. In addition to the above retainer, we are retaining an additional 15% related to the interior concrete. (Bid item 11.2.) This retention is in addition to the aforementioned 5% retainage and comes to an additional \$54,000 +/- . The concrete retainage is tied to imperfections of a portion of the pavement surface for which a solution needs to be found. The solution will likely be a spring solution as warm weather will likely be a condition precedent to the repairs. Current proposed solution is the application of two coats of an epoxy paint with "flecks" in it. Robert Claussen has submitted a bid to the contractor. This cost would be the contractors. I will follow up with Robert.

Recommendation: I recommend that the Council consider the approval of Pay Request #7 from Schaus-Vorhies in relation to the Monticello Airport Ten-T Hangar project in the amount of \$50,546.65.

The City of Monticello, Iowa

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

RESOLUTION #18-__

To approve Pay Request #7, related to the Monticello Airport Ten-T Hangar project, to Schaus-Vorhies in the amount of \$50,546.65

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

WHEREAS, Schaus-Vorhies was hired to construct a Ten-T Hangar at the Monticello Airport, and

WHEREAS, The City Engineer has reviewed the 7th pay request from Schaus-Vorhies related to said project and recommends that it be paid in the amount of \$50,546.65, same reflecting the maintenance of a 5% retainer in the amount of \$29,904 and additional deducts, in the approximate amount of \$52,000, related to issues associated with the concrete flat work that have not yet been resolved, and

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

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve Pay Request #7 from Schaus-Vorhies and authorizes payment in the amount of \$50,546.65.

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 29th day of March 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk



April 2, 2018

Mr. Doug Herman, City Administrator
City of Monticello, Iowa
200 East 1st Street
Monticello, IA 52310

RE: Pay Request #7
Monticello Regional Airport (MXO) - 2017 Tee Hangar Project
S & A Project # - 117.0240.08
FAA Project # - 3-19-0061-008-2017
Contractor: Schaus-Vorhies Contracting

Dear Council:

Enclosed for your review and approval is Pay Request #7 from Schaus-Vorhies Contracting for the project referenced above. We have reviewed the pay request and find it in agreement with the work completed to date. We, therefore, recommend approval of Pay Request #7 for this project in the amount of \$50,546.65 to Schaus-Vorhies Contracting.

If you have any questions or comments regarding this project, please feel free to contact me at 319-362-9394.

Sincerely,

SNYDER & ASSOCIATES, INC.


A.J. Barry, E.I.
Project Engineer

Enclosure: Pay Request #7

cc: Gus Schaus, Schaus-Vorhies Contracting

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER:

City of Monticello
200 East First Street
Monticello, IA 52310

PROJECT:

Monticello Regional Airport (MXO)
2017 TEE Hangar
Monticello, IA 52310
VIA ENGINEER:
Snyder & Associates, Inc
5005 Bowling Street SW, Suite A
Cedar Rapids, IA 52404

APPLICATION NO. 7 Rev 1

PERIOD TO: 3/31/2018

Distribution to:

Owner	<input type="checkbox"/>
Architect	<input type="checkbox"/>
Contractor	<input type="checkbox"/>
CM	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>

FROM CONTRACTOR:

Schaus-Vorhies Contracting
400 N 2nd Str
Fairfield, IA 52556

PROJECT #: 62282

CONTRACT FOR:

CONTRACT DATE 08/07/17

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$ 656,736.80
2. Net change by Change Orders	\$ 656,736.80
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 598,080.07
4. TOTAL COMPLETED & STORED TO DATE (Column J on G703)	\$ 29,904.00

5. RETAINAGE:

- a. 5.0% % of Completed Work (Column G+H on G703) \$ 29,904.00
- b. 5.0% % of Stored Material (Column I on G703) \$

Total Retainage (Line 5a + 5b or Total in Column L of G703)	\$ 29,904.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 568,176.07

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

PAYMENT (Line 6 from prior Certificate)	\$ 517,629.42
8. CURRENT PAYMENT DUE (Line 6 less Line 6)	\$ 50,546.65

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 88,560.73

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

CONTRACTOR:

By: David Schauer Date: 03/27/18

State of: IA

Subscribed and sworn to before me this 27th day of MARCH, 2018

Notary Public



My Commission expires 03/27/20

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ 50,546.65

(Attach explanation if amount certified differs from the amount applied Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER Snyder & Associates - AJB Date 03/29/2018

By: [Signature]

This Certificate is not negotiable. THE AIA-JUNY CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2 Pages

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Monticello, IA 52310

APPLICATION NO: 7 Rev 1
 APPLICATION DATE: 3/25/2018
 PERIOD TO: 3/31/2018
 PROJECT NO: 62282

A Item No.	B Description of Work	C Unit Price	D Billed Quantity	E Plan Quantity	F Scheduled Value	G Work Completed		H This Period	I Materials Presently Stored (Not in G or H)	J Total Completed And Stored To Date (G + H + J)	K Balance To Finish (F - J)	L Retainage		
						From Previous Application (G + H)	% (J/F)							
1.2	Safety Plan, Traffic Control, and Mobilization	\$97,503.95	0.90	1	\$97,503.95	\$88,127.81	90.38%			88,127.81	9,376.14	4,406.39		
2.2	Unclassified Excavation	\$9.32	805	805	\$7,502.60	\$7,502.60	100.00%			7,502.60		375.13		
3.2	Subbase Course	\$6.44	2412	2412	\$15,533.28	\$15,533.28	100.00%			15,533.28		776.88		
4.2	Installation and Removal of Silt Fence	\$4.26	1020	1020	\$4,345.20						4,345.20			
5.2	Portland Cement Concrete	\$51.89	710	710	\$36,841.90	\$36,841.90	100.00%			36,841.90		1,842.10		
6.2	Seeding	\$3,940.50		0.8	\$3,152.40						3,152.40			
7.2	Topsoiling	\$6.39		850	\$4,153.50						4,153.50			
8.2	Mulching	\$3,301.50		0.8	\$2,641.20						2,641.20			
9.2	Construction Survey	\$3,727.50	1.00	1	\$3,727.50	\$3,727.50	100.00%			3,727.50		186.38		
10.2	Electrical Service Extension	\$7,455.00		1	\$7,455.00	\$5,674.80	76.12%			5,674.80	1,780.20	283.74		
11.2	Ten-Unit Nested Tee Hangar, Complete, 54' x 28'4"	\$473,880.27	0.93	1	\$473,880.27	\$387,465.18	82.99%	\$53,207.00		440,672.18	33,208.09	22,033.61		
GRAND TOTALS														
											598,080.07	91.07%	58,656.73	29,904.00

User may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D. C. 20006-6232

G703-1992

City Council Meeting
Prep. Date: 03/30/18
Preparer: Doug Herman



Agenda Item: # 6
Agenda Date: 04/02/18

Communication Page

Agenda Items Description: Resolution to approve Professional Services Agreement between City of Monticello and Snyder & Associates related to the preparation of a Wastewater Facility Nutrient Reduction Strategy and/or a Facility Plan.

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

Attachments & Enclosures:

Proposed Agreement
E-mail from Patrick addressing Survey / Plan
Resolution

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Proposed Agreement to move forward with the creation of a Wastewater Facility Nutrient Reduction Strategy and/or a Facility Plan.

Background Information: The City is in a position where we must put tother a Wastewater Facility Nutrient Reduction Strategy. We may be well served by also moving forward with a Facility Plan. I have raised that question with Patrick and Lindsay and they have provided a pro and con type e-mail that is attached hereto. Also attached hereto is a proposal for services from them to do just the Survey or the Survey and the Plan. I won't go into the pro's and con's as you can read Patrick's e-mail on that front.

Recommendation: I recommend that the Council consider the proposed agreement and options to proceed with just the survey or the survey and the Facility plan at this time or to direct me to perform additional research on this topic before a decision is made, most likely at the next meeting.

THE CITY OF MONTICELLO, IOWA

RESOLUTION #18-__

Resolution to approve Professional Services Agreement between City of Monticello and Snyder & Associates related to the preparation of a Wastewater Nutrient Reduction Strategy Report and Wastewater Treatment Plant Facility Plan.

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

WHEREAS, The City Council has determined it appropriate and necessary to prepare a Wastewater Facility Nutrient Reduction (and Wastewater Facility Plan), and

WHEREAS, Snyder & Associates has proposed the approval of an agreement between the City and Snyder setting forth a scope of work and lump sum costs related to the preparation of the Wastewater Nutrient Reduction Strategy Report and Wastewater Treatment Plant Facility Plan, and

WHEREAS, The City Council finds it appropriate to approve the agreement as it pertains to the preparation of the proposed Wastewater Nutrient Reduction Strategy Report (and Wastewater Treatment Plant Facility Plan), finding same to be in the best short term and long term interests of the City.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 2nd day of April, 2018, that the proposed "Standard Professional Services Agreement" between the City of Monticello and Snyder & Associates related to the preparation of preparation of the Wastewater Nutrient Reduction Strategy Report (and Wastewater Treatment Plant Facility Plan) is hereby approved.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 2nd day of April, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

Doug Herman

From: Patrick Schwickerath <pschwickerath@snyder-associates.com>
Sent: Friday, March 30, 2018 2:19 PM
To: Doug Herman
Cc: Lindsay Beaman
Subject: RE: Council Agenda
Attachments: StdProServAgmLongForm_FP+NRS.pdf

Doug,

The Facility Plan question is a very good one, and we have thought about considerably as well. Below is a summary of what the three of us discussed earlier today along with some additional detail. We have attached a PSA that includes both the preparation of a Facility Plan and the Nutrient Reduction Strategy Report. I will plan to bring a signed copy to the Council Meeting on Monday. Have a great Easter!

A facility plan WILL BE required when the City reaches the point of actual design and construction considerations at the wastewater treatment plant. There's no need for a Facility Plan for maintenance type repairs and replacements, but if there is a need or plan for increasing capacity or changing the process, then it will become required.

DNR Considerations: In an effort to delay the "capacity" discussion and prevent opening the door further for DNR scrutiny, our original intentions were to exclude the possible capacity limitations and write the nutrient reduction strategy from the perspective of current design parameters only. We don't know how the DNR will interpret the City's advancement to the facility plan stages, however any extra efforts are usually looked upon favorably. We don't *believe* they would interpret the completion of the facility plan as a commitment to upgrade the plant immediately, as there are currently no compliance schedules for improvements that the City should meet. The DNR typically does not push for projects that aren't under a legal obligation to be completed.

Funding: Having a defined project scope and approved facility plan puts the City in a much better place for pursuit and award of funding. With CDBG's quarterly application process the City would have the opportunity to apply and re-apply for a longer duration (i.e. the application process for funding can start sooner). New funding is coming available soon, however the rules for eligibility and distribution have yet to be defined.

Further on the topic of funding, facility planning and nutrient reduction planning are eligible for a 0% interest for three years SRF Planning and Design Loan. This can be paid off by other sources if SRF funding isn't pursued later on or if the planning drags out longer than three years.

Schedule: Facility Plans typically take up to a year to complete, some of the longest lead time items include – DNR wasteload allocation, DNR review of antidegradation alternatives analysis and a one month requirement for public review of antidegradation alternatives analysis. The goal would be to continue to fast track the facility plan process enough that nutrient reduction strategy compliance in the form of a report can still occur by October 1, 2018. However, if we are proceeding with the facility plan route, we would strongly petition to inform Brandy, DNR permit writer, ASAP to see what allowances she can grant the City for going above and beyond measures at this point.

In summary:

Cons:

- Depending on how far in the future anything gets designed and built, a FP may or may not need updates for additional capacity and updated prices. (Could be minimal update in dates and dollars)
- If a FP isn't approved, it could be subject to rule changes. It seems like some sort of rule change has an effect on the process every 2-3 years. Antidegradation procedures keep getting updated. This year the Wasteload allocation procedures changed mid stream. All projects that aren't "approved" get to back track to include new rules as they are still in flux. These may or may not be significant.
- There are some schedule concerns with getting nutrient strategy submitted by October 1, 2018. Further DNR follow-up can be conducted upon your request.

Pros:

- Save on engineering fees. Doing these both together eliminates double planning work in the long term.
- Provides a more realistic idea of future need sooner and gives the City some real dollar amounts to use for further rate and funding discussions.
- Puts the City in a better position for funding applications as Facility Plan approval is typically required before most funding applications will be considered.

Patrick Schwickerath, P.E.
Civil Engineer

SNYDER & ASSOCIATES, INC.
P: 319.362.9394 x2313 | C: 319.530.8599
5005 BOWLING ST. S.W., SUITE A, CEDAR RAPIDS, IA 52404



From: Doug Herman [<mailto:dherman@ci.monticello.ia.us>]
Sent: Thursday, March 29, 2018 2:32 PM
To: Patrick Schwickerath <pschwickerath@snyder-associates.com>
Cc: Lindsay Beaman <lbeaman@snyder-associates.com>; Casey R. Zwolinski <czwolinski@snyder-associates.com>
Subject: RE: Council Agenda

Patrick and Lindsay:

At what point would we need to be concerned with the preparation of a "Facility Plan" at the sewer plant? I assume that is not proposed to be completed as part of the Wastewater Facility Nutrient Reduction Strategy? Should we consider the preparation of a Facility Plan in conjunction with the nutrient feasibility study?

Doug

From: Patrick Schwickerath [<mailto:pschwickerath@snyder-associates.com>]
Sent: Wednesday, March 28, 2018 3:06 PM
To: Doug Herman <dherman@ci.monticello.ia.us>
Cc: Lindsay Beaman <lbeaman@snyder-associates.com>; Casey R. Zwolinski <czwolinski@snyder-associates.com>
Subject: RE: Council Agenda

Doug,

Attached are agreements for the Wastewater Treatment Plant Nutrient Reduction Strategy and the Easement Acquisition Documents Related to the 6th Street Ditch Rehabilitation. Please review the documents and let me know if

there are any items you'd like modified or clarified. If the documents look acceptable, they are signed and ready for inclusion in the Council packet. Thank you!

Patrick Schwickerath, P.E.
Civil Engineer
SNYDER & ASSOCIATES, INC.

From: Patrick Schwickerath
Sent: Tuesday, March 27, 2018 2:03 PM
To: Doug Herman (dherman@ci.monticello.ia.us) <dherman@ci.monticello.ia.us>
Cc: Andrew J. Barry <ajbarry@snyder-associates.com>; Lindsay Beaman <lbeaman@snyder-associates.com>; Casey R. Zwolinski <czwolinski@snyder-associates.com>
Subject: Council Agenda

Doug,

We are working on a PSA for the Wastewater Treatment Plant Report, the 6th Street Ditch Easements and a pay app for the airport project. Please save a place on the Council agenda for these items. I'll plan to be at the Council meeting next week. Thanks!

Patrick Schwickerath, P.E.
Civil Engineer

SNYDER & ASSOCIATES, INC.
P: 319.362.9394 x2313 | C: 319.530.8599
5005 BOWLING ST. S.W., SUITE A, CEDAR RAPIDS, IA 52404



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STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form)

NOW ON THIS 2nd day of April, 2018, **Snyder & Associates, Inc.**, 5005 Bowling Street S.W., Suite A., Cedar Rapids, IA 52404 (hereinafter, Professional), and City of Monticello, 200 First Street, Monticello, Iowa 52310 (hereinafter, Client) do hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

14. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.
- 14.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.
- 14.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.
- 14.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.
- 14.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.
15. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.
16. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

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

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

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

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

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

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

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

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

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

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

19.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

19.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

19.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

19.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

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

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

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

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

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

Exhibit A	Scope of Services	Exhibit
Exhibit		Exhibit

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

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

_____ (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By: _____
(Authorized agent)

(Printed or typed signature)

(Printed or typed signature)

Route executed copy to:

**SCOPE OF SERVICES
CITY OF MONTICELLO
WASTEWATER FACILITY EVALUATIONS
EXHIBIT "A"**

I. GENERAL

The City of Monticello received a revised National Pollutant Discharge Elimination System (NPDES) permit from the Iowa Department of Natural Resources (IDNR) with Nutrient Reduction Requirements. These Nutrient Reduction Requirements stipulate that the City prepare a report that evaluates the feasibility and reasonableness of reducing the amounts of nitrogen and phosphorus discharged into surface water and submit said report no later than October 1, 2018.

Given the current age and capacity of the treatment facility, there is an awareness that long term planning should be considered concurrently with nutrient reduction capabilities. In order to determine what improvements may be necessary, as well as to obtain IDNR approval for improvements and to assist in qualification for various financing assistance programs, the City of Monticello has asked for preparation of a Facility Plan to be completed in conjunction with the Nutrient Reduction Requirements.

The Engineer shall provide Basic Engineering Services and Additional Services as required for the development of the above project as follows:

II. SCOPE OF WORK

A. FACILITY PLAN

The Engineer shall develop a facility plan according to the requirements of the IDNR. The facility plan shall be completed and submitted to the IDNR for approval.

a. Data Collection

- i. Review previous engineering reports and facility data, and summarize applicable data and perform site review of the existing system.
- ii. Obtain system influent and effluent operating data from City staff, including, but not necessarily limited to, such items as flow, nutrients, E. Coli, ammonia, metals, dissolved oxygen, 5-day biochemical oxygen demand (BOD5), and total suspended solids (TSS) information, and review said data.
- iii. With City staff, discuss and determine additional needs for water quality analyses, if any, to be obtained and paid for by City.

- iv. Coordinate with City staff on population projections, potential funding sources and related items as needed.
- b. Establish Design Population and Future Wastewater Flows
 - i. Prepare projections for population for a 20-year life of the facility (year 2043).
 - ii. Review treatment facility operation records and develop wastewater flow projections for average dry and wet weather flows, maximum day flow, and peak hourly flows, as applicable, to serve as the basis of design for the future facility.
 - iii. Obtain City concurrence on facility design parameters prior to proceeding with preliminary sizing of processes or units.
- c. Identify and evaluate treatment alternatives to meet NPDES Effluent Discharge Limitations.
 - i. Identify and evaluate the necessity of improvements to other existing facilities including, but not necessarily limited to influent structure, flow metering, screening and grit removal, lagoon cells, lagoon aeration and lagoon effective storage volume.
- d. Develop an antidegradation plan according to the requirements of the IDNR. The antidegradation plan shall be completed and submitted to the IDNR for approval prior to Facility Plan approval (per IDNR requirements).
 - i. Present brief alternative descriptions and schematic of each alternative.
 - ii. Establish the advantages/disadvantages of each alternative with analysis of the respective alternatives. Preliminary site layouts will utilize LIDAR contours or other existing contour information (No field surveys are proposed as part of these services).
 - iii. Evaluate the receiving stream network use designations and impairment status.
 - iv. Classify the reasonableness of each alternative evaluated.
 - v. Provide a pollutant-by-pollutant comparison of degradation for each discharging alternative found to be reasonable.
 - vi. Document the affordability determination for practicable and economically efficient alternatives.

- vii. Submit Antidegradation Alternatives Analysis report document for IDNR approval.
- e. Coordination with IDNR
 - i. Obtain an IDNR Project Manager and participate in the project initiation meeting.
 - ii. Discuss with IDNR personnel feasible alternatives to achieve effluent limits, as required.
 - iii. Coordinate with the IDNR in obtaining environmental clearances, site surveys, and responding to facility plan questions.
- f. Submit Facility Plan upon completion and authorization by City, and respond to IDNR review comments as needed.
- g. Perform Cost Analysis
 - i. Estimate order of magnitude construction and project costs for the treatment alternatives evaluated.
 - ii. Estimate order of magnitude operation and maintenance (O&M) costs for each alternative evaluated.
 - iii. Provide a precursory estimate of the income required to pay for the improvements and the average cost per customer per year, based on various bond terms and interest rates. Consideration of rate modifications prior to facility modifications will be added if so requested by the Client.
 - iv. Present opinion of probable capital and O&M costs. Opinions of probable construction costs prepared by the Engineer represent the best judgment as a design professional familiar with the construction industry.
- h. Evaluate and rank each of the treatment alternatives. The evaluation shall consider items such as capital costs, operation and maintenance costs, treatment performance, implementation capability, and reliability of the system, and make recommendations.
- i. Prepare the final report containing narrative, tables, exhibits and appendices, as needed, to adequately present the analysis of alternatives and the recommended plan to the City Council, and submit to IDNR upon authorization.

- j. The Engineer will provide periodic updates in a form that could be provided to the City Council at the request of the City. The Engineer will be in attendance at periodic council meetings to answer questions related to the progress and schedule of the project and to present the final Facility Plan report.

B. NUTRIENT REDUCTION STRATEGY REPORT

The Engineer shall develop a report that evaluates the feasibility and reasonableness of reducing total nitrogen and total phosphorus discharged from the City of Monticello wastewater treatment facility.

- a. Review monitoring data from the existing treatment plant and describe plant capabilities for removing total nitrogen and total phosphorus. If needed, City shall collect and analyze additional samples at its cost.
- b. Correspond, meet, and coordinate with Iowa Department of Natural Resources (IDNR) and equipment vendors as necessary.
- c. Describe and evaluate potential operational changes to the existing treatment facility that could be implemented to reduce the amounts of total nitrogen and total phosphorus discharged in the final effluent and the feasibility of each.
- d. Describe and evaluate new or additional treatment technologies that would achieve significant reductions in the amounts of total nitrogen and total phosphorus discharged in the final effluent with a goal of achieving annual average mass limits based on AWW design flow equivalent concentrations of 10 mg/L total nitrogen and 1 mg/L total phosphorus.
- e. The report shall assess items such as feasibility, reasonableness, practicability, equipment availability, capital cost, annual cost, impact on user rates, and other environmental impacts such as air pollution or increased sludge production and concentrations.
- f. Make a recommendation on the preferred method for reducing total nitrogen and total phosphorus, the recommendation rationale and estimate the effluent quality achievable.
- g. Make recommendation and obtain City concurrence on a schedule for operational changes, treatment upgrades, or design and/or construction of additional treatment technologies to achieve the total nitrogen and total phosphorus reductions per the conducted evaluations and recommendations.
- h. Obtain City concurrence on a schedule for installing additional treatment technologies to achieve the TN and TP reductions.

- i. Upon the concurrence of the City, submit to DNR the final deliverable as a report, on or before the compliance schedule deadline of October 1, 2018.

C. ADDITIONAL SERVICES

The City may request Additional Services from the Engineer not included in the Scope of Services as outlined. Additional Services may include, but not be limited to, expanding the scope of a project or the work to be completed; requesting the development of various documents; extending the time to complete a project through no fault of the Engineer; or requesting additional work items that increase the Engineering Services and corresponding costs. Included in potential additional work items are geotechnical testing, environmental review, wetland delineation, jurisdictional agency coordination, plan and specification development, and bidding services. Upon initiation of Additional Services, the Engineer will submit, in writing to the City, the estimated costs. Such costs will be based on the Engineer's then-current hourly rates and fixed expenses, or a lump sum for services.

III. COMPENSATION AND TERMS OF PAYMENT

A. FACILITY PLAN

Compensation for the services necessary for the Facility Plan shall be a lump sum of \$54,780. The schedule for completing the Facility Plan shall be established after additional correspondence and/or communication with the IDR and the City. The schedule shall be mutually agreed upon by the City and the professional.

B. NUTRIENT REDUCTION STRATEGY

Compensation for the services necessary for the Nutrient Reduction Strategy shall be a lump sum of \$5,045.

C. ADDITIONAL SERVICES

Additional Services by the Engineer may be required for the project. These services will be based on either 1) a lump sum basis or 2) the then-current hourly rates and fixed expenses and the City will be billed for actual direct hours spent.

The City shall authorize, in writing, the request for additional services prior to the Engineer initiating any Additional Services.

City Council Meeting
Prep. Date: 03/29/18
Preparer: Doug Herman



Agenda Item: 7
Agenda Date: 04/02/2018

Communication Page

Agenda Items Description: Resolution to approve Professional Services Agreement between City of Monticello and Snyder & Associates related to the preparation of Easement Acquisition Documents related to the 6th Street Ditch Rehabilitation project.

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

Attachments & Enclosures:

Proposed Resolution
Proposed Agreement
Prior Resolution #15-66 and Agreement

Fiscal Impact:

Budget Line Item:	
Budget Summary:	6 th
Expenditure:	\$108,034 +/-
Revenue:	

Synopsis: Snyder & Associates presents an agreement related to the preparation of easement exhibits associated with the 6th Street Ditch project.

Background Information: The Agreement provides for the creation of 5 permanent easements and 7 temporary easements at a cost of \$9,600. If the Council would decide to proceed with the area between Chestnut and N. Cedar there would be an additional 9 permanent easements and 5 temporary easements at an additional cost of \$12,600.

On August 3, 2015 the City passed Resolution #15-66 approving an agreement with Snyder & Associates related to the 6th Street Ditch. That agreement provided that up to 15 permanent easements and up to 5 temporary construction easements would be prepared among other services, all to be completed on a "time and materials" type basis. The current agreement proposes fixed fees for the creation of said easements. I have asked Patrick to review the prior agreement and to identify those portions of the agreement that have been completed or dealt with.

I recognize that the current position of the City Council is to not complete the middle section of the project, however, I wanted a number from Snyder should the Council change their mind. Once the easements are prepared I will get them to legal counsel and set up a time for them to visit with the City Council. Until that meeting happens I think the Council should remain open to the idea of completing all three stretches of the project. (As you will recall, the Corps of Engineers originally told Steve Intlekofer that he would need to remedy the work he did near Cedar Street and potentially pay penalties, however, when it came down to it they merely told him to not do it again...and they mean it!!)

Staff Recommendation: Staff recommends that the Council consider the proposed agreement and approve the creation of the primary easements at this time.

THE CITY OF MONTICELLO, IOWA

RESOLUTION #18-___

Resolution to approve Professional Services Agreement between City of Monticello and Snyder & Associates related to the preparation of Easement Acquisition Documents related to the 6th Street Ditch Rehabilitation project.

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

WHEREAS, The City Council has determined it appropriate to take preliminary steps to identify the current condition of the 6th Street Ditch, a waterway/ stream recognized by the Army Corps of Engineers, come up with proposed repair/maintenance options, potential easements locations and sizes, and a potential list of options to discuss with property owners of the land over which the 6th Street ditch flows, and

WHEREAS, Snyder & Associates and the City subsequently entered into an amendment to the original agreement providing an additional list of services that Snyder would provide on a time and materials basis, and

WHEREAS, Snyder & Associates has now proposed the approval of an agreement with specific lump sum amounts related to the preparation of Acquisition Easements, and

WHEREAS, The City Council finds it appropriate to approve the agreement as the preparation of the proposed Primary Acquisition documents is a necessity if this project is to continue to move forward.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 2nd day of April, 2018, that the proposed "Standard Professional Services Agreement" between the City of Monticello and Snyder & Associates related to the preparation of Easement Acquisition documents is hereby approved.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 2nd day of April, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form)

NOW ON THIS 2nd day of April, 2018, **Snyder & Associates, Inc.**, 5005 Bowling Street S.W., Suite A., Cedar Rapids, IA 52404 (hereinafter, Professional), and The City of Monticello (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Easement Acquisition Documents Related to 6th Street Ditch Rehabilitation
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
 - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
 - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
 - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
 - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
 - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

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

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

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

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

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

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

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

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

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

14. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

19.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

19.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

19.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

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

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

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

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

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

Exhibit A Scope of Services

Exhibit

Exhibit

Exhibit

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

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

_____(Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By: Lindsay Beaman
(Authorized agent)

(Printed or typed signature)

LINDSAY BEAMAN
(Printed or typed signature)

Route executed copy to:

**SCOPE OF SERVICES
CITY OF MONTICELLO, IOWA
EASEMENT ACQUISITION DOCUMENTS RELATED TO 6TH STREET DITCH
REHABILITATION
EXHIBIT "A"**

I. GENERAL

This Scope of Services outlines the services required for the preparation of acquisition documents related to rehabilitation of portions of the 6th Street Ditch in Monticello including locations adjacent to the east side of North Chestnut Street downstream to 6th Street where the ditch enters a box culvert. The scope of services is limited to the preparation of acquisition documents and does not include negotiations related to or actual property acquisitions.

II. SCOPE OF WORK

A. PRIMARY ACQUISITIONS

The Professional shall prepare five (5) permanent drainage easement and seven (7) temporary construction easement exhibits for the areas needed for access and to complete the channel rehabilitation east of Highway 38 and east of Chestnut Street. Refer to the attached Figures 1 and 2 for the general easement locations. These exhibits shall be submitted to the City for use by their attorney to negotiate and secure the easements. The Professional shall not be involved with the easements acquisitions beyond identifying where they are needed and developing the exhibits. The documents shall be prepared within six weeks of receiving authorization from the City to begin these services.

B. EXPANDED ACQUISITIONS

The Professional shall prepare up to nine (9) permanent drainage easement and five (5) temporary construction easement exhibits for the areas needed for access and to complete the channel rehabilitation west of Highway 38 and downstream the improvements adjacent to Chestnut Street. These easements would be for properties impacted by the rehabilitation areas shown in the project plans previously developed and areas that are not included with the primary acquisitions. These easement exhibits shall be submitted to the City for use by their attorney to negotiate and secure the easements. The Professional shall not be involved with the easements beyond identifying where they are needed and developing the exhibits.

C. ADDITIONAL SERVICES

The City may request Other Services from the Professional not included in the Scope of Services as outlined. Other Services may include, but are not limited to, expanding the scope of the project or the work to be completed; requesting the development of additional documents whether they be of a different type, quantity or location; extending the time to complete the project through no fault of the Engineer; any modifications to the construction limits of the 6th Street Ditch Rehabilitation project, at the request of the City, that may result in preparation of additional or revisions to acquisition documents; or requesting additional work items that increase the scope of services and corresponding costs. Upon initiation of Additional Services, the Engineer will submit, in writing to the City, the estimated costs. Such costs will be based on the Engineer's then-current hourly rates and fixed expenses, or a lump sum for services.

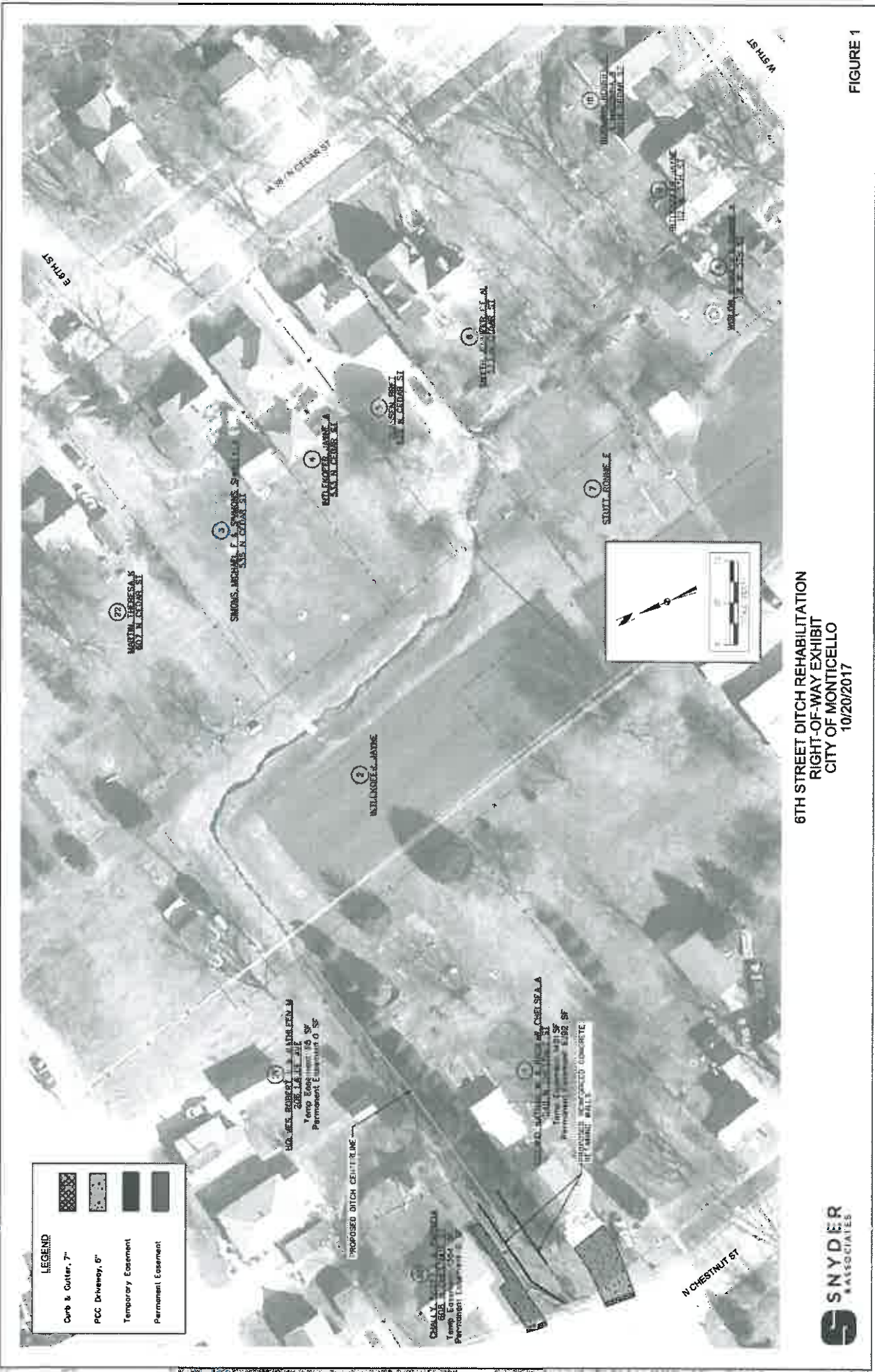
III. COMPENSATION AND TERMS OF PAYMENT

A. PRIMARY ACQUISITIONS

Compensation for the services necessary for the primary acquisition documents shall be a lump sum of \$9,600.

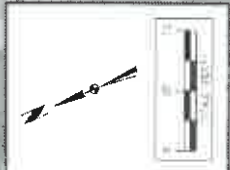
B. EXPANDED ACQUISITIONS

Compensation for these services shall require written authorization from the City Administrator prior to the Engineer commencing work. The compensation for the services necessary for the expanded acquisition documents shall be a lump sum of \$12,600. The expanded acquisition documents shall be prepared within five weeks of receiving written authorization from the City to begin these services.



LEGEND

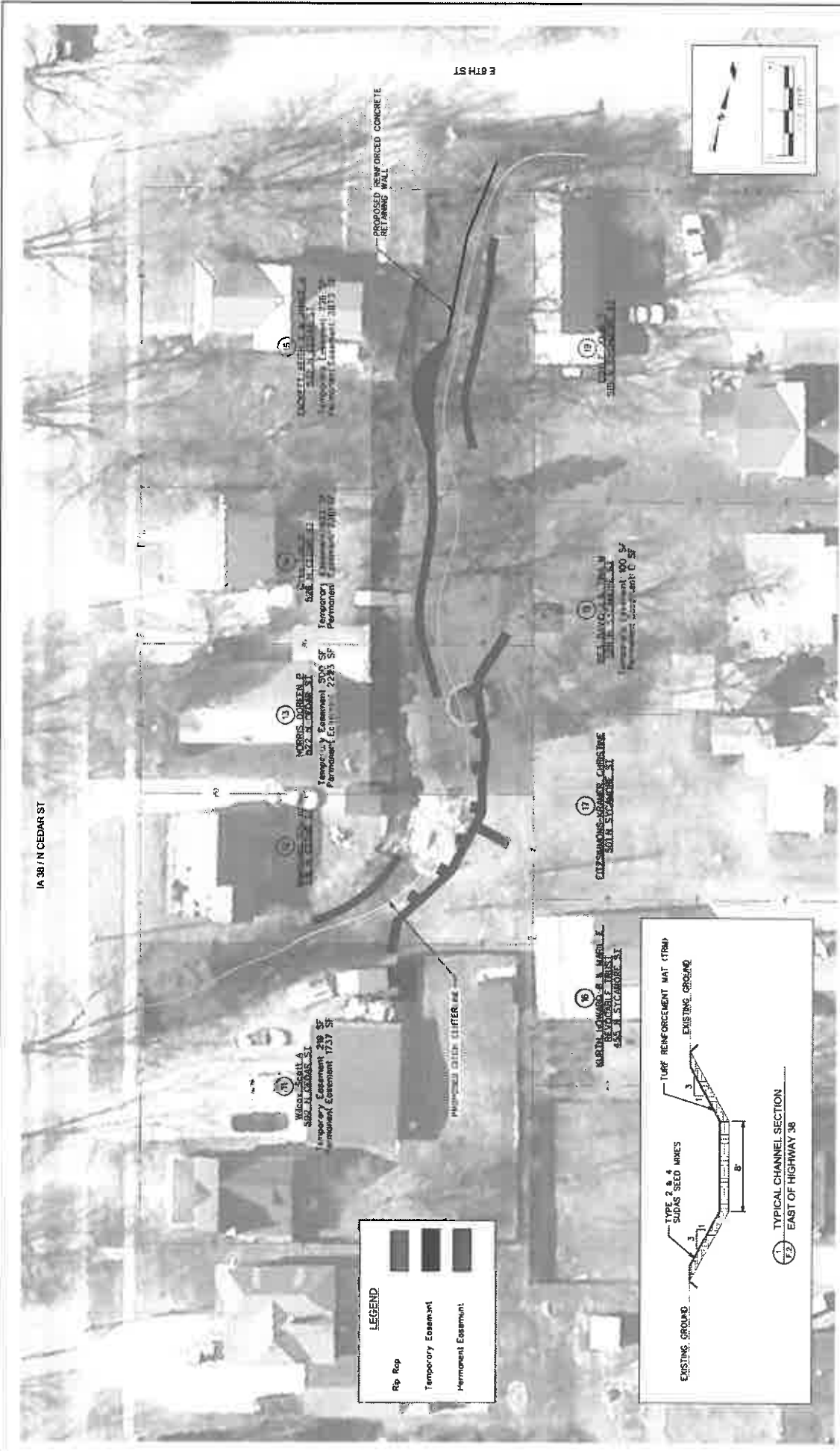
	Curb & Gutter, 7"
	PCC Driveway, 6"
	Temporary Easement
	Permanent Easement



6TH STREET DITCH REHABILITATION
 RIGHT-OF-WAY EXHIBIT
 CITY OF MONTICELLO
 10/20/2017



FIGURE 1



THE CITY OF MONTICELLO, IOWA

RESOLUTION #15-66

Resolution to approve Amendment to agreement between Snyder & Associates and City of Monticello Reference 6th Street Ditch Design Services; designing improvements To the ditch from its' intersection with N. Chestnut to its' intersection with 6th Street behind the Coyle and Tackett properties

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

WHEREAS, The City Council has determined it appropriate to take preliminary steps to identify the current condition of the 6th Street Ditch, a waterway/stream recognized by the Army Corps of Engineers, come up with proposed repair/maintenance options, potential easements locations and sizes, and a potential list of options to discuss with property owners of the land over which the 6th Street ditch flows, and

WHEREAS, Snyder & Associates was hired to perform the above work and has done so, having presented said information to the City Council at a prior meeting and having been asked thereafter to present a proposed agreement to the City Council related to the engineering and final design of recommended improvements, work performed to obtaining necessary permits, and eventual project supervision, and

WHEREAS, Snyder & Associates has proposed that the City Council agree to the amendment of the existing agreement between the parties, said amendment providing that Snyder would be paid on a time and materials basis for final design work, permitting processes, and project observation, and

WHEREAS, The City Council finds it appropriate to enter into the proposed time and materials agreement understanding Snyder's opinion that this project creates difficulties from the standpoint of time estimation resulting in the time and materials approach being the fairest.

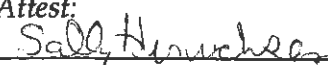
NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 3rd day of August, 2015, that the proposed "Standard Professional Services Agreement, Amendment No. 1", between the City of Monticello and Snyder & Associates is hereby approved.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 3rd day of August, 2015.



Dena Himes, Mayor

Attest:



Sally Hinrichsen, City Clerk



Amendment No. 1

This Amendment authorizes Snyder & Associates, Inc. to proceed with the following described services.

Client:	City of Monticello		
Attention:	Mr. Doug Herman, City Administrator		
Project Name:	6 th Street Ditch Rehabilitation		
Project #:	114.0762.08	Amendment Date:	08/03/15

Description of Services
Final Design Services

- Lump Sum _____
- Hourly in accordance with the Snyder & Associates, Inc. current standard fee schedule.
- Document Attached Amendment No. 1 to Exhibit "A"

The undersigned, on behalf of the Client, understands and agrees that the services described in this Amendment are subject to the general terms and conditions contained in the Original Agreement dated 08/18/14.

Client Authorized Signature _____

Date _____


 Snyder & Associates, Inc. Authorized Signature

8/3/15
 Date

Route Executed Copy to: _____

**AMENDMENT NO. 1
TO EXHIBIT "A"**

**SCOPE OF ENGINEERING SERVICES
CITY OF MONTICELLO, IOWA
6TH STREET DITCH REHABILITATION
JUNE 1ST, 2015**

I. GENERAL

The Standard Professional Services Agreement dated August 18th, 2014 shall herewith be amended to address Item II.C. Final Design Services and Item III.C. Final Design Services of Exhibit "A" of that document.

II. SCOPE OF WORK

A. The Professional shall provide additional "Final Design Services" for the following:

1. The Professional shall design channel rehabilitation for a portion of the 6th Street Ditch identified in the original agreement. Items included with this work are:
 - a. The Professional shall provide a topographic survey to complete the hydraulic analysis, the grading for the stream rehabilitation and the preparation of the easement documents.
 - b. The Professional will complete a wetland and stream delineation within the project limits. The wetland and stream boundaries will be recorded. Field work will be completed in accordance with procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and Midwest Supplement. It is anticipated that wetland mitigation will not be necessary and is therefore not included in this scope. The wetland report will be submitted to the COE as required.
 - c. The professional will evaluate the potential Indiana and northern long-eared bat habitat (i.e. roosting trees) at the project site. The professional will work with the City to have potential habitat removed in compliance with the required guidelines.
 - d. The Professional shall complete a hydraulic analysis of the 6th Street Ditch between N. Chestnut Street and the large box culvert at E. 6th Street. The hydraulic analysis shall identify the 1%, 2%, 4%, and 10% annual chance flows and the existing floodplain and rehabilitated limits shall be identified. A general cross-section for rehabilitation of the channel shall be identified with a target conveyance capacity for the 4% annual chance flow. Floodplain limits utilizing the general cross-section shall be identified.
 - e. The Professional shall complete a structural review of the masonry wall protecting 6th Street adjacent to the 6-foot by 8-foot box culvert at the downstream end of this project. Repair of the wall is to be incorporated into the construction documents, assuming that structural repair is feasible. Design of a replacement wall, if necessary, is not included in this scope.
 - f. The Professional shall complete a structural review of the masonry wall adjacent to the north side of the 6th Street Ditch east of North Chestnut Street to confirm that the preliminary design recommendation for replacement of the wall is necessary. The Professional may hire a Geotechnical Engineering firm to complete one or two soil borings to be used for structural design. The design for replacing 75-feet of the wall is to be completed and incorporated into the construction documents.

- g. The Professional shall prepare plans that include the rehabilitation of the 6th Street Ditch from the west end of where it crosses Highway 38 to 425-feet upstream (i.e. along the existing channel alignment).
- h. The Professional shall prepare plans that include the rehabilitation of the 6th Street Ditch from the west end of where it crosses Highway 38 to 375-feet downstream (i.e. along the existing channel alignment) to the box culvert that parallels 6th St.
- i. Channel rehabilitation plans shall include grading and channel reshaping, exporting of excavated material, importing of granular material/revetment and/or other erosion protection materials, removal of trees and/or debris, planting for revegetation and restoration of disturbed areas.
- j. The Professional shall coordinate removal of silt and debris from the two culverts beneath Highway 38 where the 6th Street Ditch passes beneath it with the Iowa Department of Transportation (DOT). If necessary this removal should be included in the construction documents.
- k. The Professional shall prepare 15 permanent easement exhibits for the areas needed to complete the channel rehabilitation. These easement exhibits shall be submitted to the City for use by their attorney to negotiate and secure the easements. The Professional shall not be involved with the easements beyond identifying where they are needed and developing the exhibits.
- l. The Professional shall prepare up to 5 temporary construction easement exhibits for the areas necessary to access the construction project. These easement exhibits shall be submitted to the City for use by their attorney to negotiate and secure the easements. The Professional shall not be involved with the easements beyond identifying where they are needed and developing the exhibits.
- m. The Professional shall prepare permit applications and submit them to the appropriate agencies for the following permits as necessary for the construction project: NPDES General Permit Number 2, a United States Army Corps of Engineers (COE) permit (i.e. coverage by a Nationwide Permit or an individual permit), Iowa Department of Natural Resources (DNR) floodplain and Sovereign Lands permits and a DOT Work in Right-of-Way Permit.

2. Project Assumptions

- a. It is understood that the anticipated final design is based on the preliminary design submitted to the City in January 2015, and that the channel cross-section and other recommendations may change during final design. Changes to the recommendations listed in the preliminary engineering report would likely impact the project cost.
- b. It is likely that an individual permit from the COE may be needed for this project. These permits are currently taking 8 months or more for approval from the time that they are submitted, which would likely impact the construction schedule.
- c. There is likely bat habitat within the construction limits. The Endangered Species Act (ESA) is now requiring that impacts to the northern long-eared bat be appropriately addressed. These requirements will likely necessitate that tree removal take place between October 1st and March 31st, which may impact the construction schedule.
- d. Due to the COE permitting and the northern long-eared bat construction may not be able to commence until October 1, 2016.
- e. Cost opinion data in the Preliminary Engineering report is in 2015 dollars. If the majority of the construction takes place in 2017 the project costs would likely be impacted.

- f. The cost opinions in the preliminary engineering report did not include costs related to wetland delineation, the bat habitat survey, structural design, easement plats or geotechnical services. Therefore the engineering costs will likely be higher than what was listed in the preliminary engineering report.

III. COMPENSATION AND TERMS OF PAYMENT

- A. Final Design Services as stated above in Section II of this Amendment shall be compensated to the Professional on the basis of the then current hourly rates. Construction services and other services shall not be completed or invoiced without prior authorization from the City.

City Council Meeting
Prep. Date: 03/29/18
Preparer: Doug Herman



Agenda Item: # 8
Agenda Date: 04/02/18

Communication Page

Agenda Items Description: Resolution to approve reporting of Employee Wages, calendar year ending Dec. 31st 2017.

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

Attachments & Enclosures:

Proposed Resolution

Fiscal Impact:

Budget Line Item: n/a

Budget Summary: n/a

Expenditure: n/a

Revenue: n/a

Synopsis: State law mandates publishing of annual wages of City employees.

Background Information: The wages of City employees through Dec. 31, 2017 are set out in the proposed resolution. The publishing of this resolution is a state code requirement, and the format proposed is consistent with State requirements and past practices of the City

Recommendation:

I recommend that the proposed Resolution be moved, seconded, and approved.

RESOLUTION NO. 18-

The City Council of the City of Monticello, Iowa, a municipality organized and existing under the laws of the State of Iowa, met in regular session at the City Council Chambers, Monticello, Iowa, beginning at 6:00 p.m. on the 2nd day of April, 2018.

Whereupon, the Mayor declared the following Resolution duly adopted. A Resolution entitled reporting all employees wages for calendar year ending December 31, 2017.

Sophia L. Ahlrichs	1981.71	Pool	John D. Klein	2204.56	Police
Julie A. Aldrich	4908.45	Library	Jordan M. Koos	51825.05	Police
Michael P. Bader	720.00	Fire	Hunter D. Kramer	150.86	Pool
Sydney E. Ballou	964.50	Pool	Devin J. Kraus	228.00	Pool
Evan C. Barry	584.10	Ambulance	Matthew M. Kunkle	9489.95	Ambulance
Allyson P. Bartachek	828.00	Pool	Brant M. LaGrange	52157.27	Public Works
Tamera L. Bartram	8309.27	MBC/Pool	Luke T. Lambert	382.50	Pool
Rylee E. Bauer	1488.07	Pool	Madison G. Lambert	1382.94	Pool/MBC
Christian M. Bell	24.00	Ambulance	Madison L. Lambert	1278.45	Pool
Jeremy J. Bell	300.90	Ambulance	Raleigh J. Lambert	2709.32	Pool
McKenna K. Bell	1703.77	Pool	Lilly L. Lambert-Lanczos	2294.59	Pool
Mya M. Boffeli	1513.44	Pool	Chase L. Luensman	489.00	Pool
Tyler D. Boheman	1521.70	Pool	Christina M. Lux	1200.00	Council
Michael L. Boysen	40114.57	Sanitation	Lori M. Lynch	57216.83	Ambulance
Brian P. Bronemann	1646.96	Ambulance	Riley J. Manternach	634.50	Pool
Carter G. Bronemann	4751.36	Ambulance	Justin C. Martin	1057.60	Pool
Shalya M. Bronemann	764.44	Pool	Donald P. McCarthy	1500.00	Fire
Dawn M. Brus	44445.59	Ambulance	Daniel J. McDonald	41578.74	Cemetery/Streets
Phoebe J. Caspers	886.32	Pool	Macy E. McDonough	2120.64	Pool
Cheryl M. Clark	44331.17	Clerk's Office	Taylor L. McDonough	3593.40	Pool
Harrison P. Eastburn	474.00	Pool	Travis J. McNally	2657.82	Police
Aubree M. Fairley	966.00	Pool	David B. McNeill	3752.16	Ambulance
Stephen D. Fasnacht	342.24	Ambulance	Brenda K. McTaggart-Surom	15547.49	Ambulance
Matthew P. Fokken	1069.50	Pool	Christopher T. Moore	8199.79	Ambulance
Corinne E. Gadiant	1462.07	Pool	Billy J. Norton	43362.88	Streets
Gabriell E. Gadiant	1096.50	Pool	Jacob J. Oswald	38590.31	MBC
Rachel K. Gadiant	2894.73	Pool	Heather J. Paddock	12756.05	City Hall/MBC/Lib.
Kyle D. Gassman	6924.65	Library	Robert S. Paulson	1200.00	Council
Michelle E. Gehl	649.36	Police	Jacqueline A. Petersen	1717.43	Pool
David J. Goedken	1200.00	Council	Traci A. Plummer	1267.89	Pool
Jacob R. Gravel	318.60	Ambulance	Casey J. Reyner	33076.89	MBC
Dawn M. Graver	56717.16	Police	Angela J. Rilling	365.88	Ambulance
Benjamin L. Hein	1774.40	Ambulance	John T. Russ	1200.00	Council
Douglas D. Herman	98558.76	City Admin.	Christopher M. Sampson	12233.63	Ambulance
Dena G. Himes	3600.00	Mayor	Penny M. Schmit	24110.42	Library
Sally M. Hinrichsen	62362.01	Clerk's Office	Timothy M. Schultz	42694.49	Water/Sewer
Leah A. Holub	948.00	Pool	Shelly A. Searles	51585.37	Ambulance
Erik J. Honda	43605.72	Police	Britt D. Smith	63081.83	Police
Molli J. Hunter	2944.00	Library	Shawn D. Snaith	3774.60	Ambulance
David A. Husmann	4366.35	Ambulance	Madonna M. Staner	36306.42	Police/Local Access
Mary A. Intlekofer	52768.69	Ambulance	Brian J. Tate	56036.62	Police
Ashley L. Jenkins	2479.52	Pool	Christopher M. Taylor	38524.97	Sanitation
Harvey C. Johnson	48670.83	Ambulance	Madonna S. Thoma-Kremer	16486.15	Library
Nicholas L. Kahler	35889.69	Sanitation	James D. Tjaden	49886.75	Water/Sewer
Marvin J. Kelchen	1200.00	Fire	Nanci R. Tuel	35924.34	Clerk's Office
Brandon J. Kent	52799.16	Ambulance	Michelle L. Turnis	39070.33	Library

Robert M. Urbain	47845.38	Police	Amanda M. Wygle	1542.50	City Hall/MBC/Lib.
Christopher D. Ward	8124.75	Ambulance	Jay M. Yanda	49160.39	Water/Sewer
Christopher J. Williams	1458.00	Ambulance	Thomas W. Yeoman	1200.00	Council
Mike J. Wink	1200.00	Fire	Wayne A. Yousse	43866.42	Streets
Brian R. Wolken	1200.00	Council	Sarah E. Zirkelbach	141.38	MBC

This resolution passed and approved this 2nd day of April, 2018.

Brian R. Wolken, Mayor

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 03/30/18
Preparer: Doug Herman



Agenda Item: # 940
Agenda Date: 04/02/18

Communication Page

Agenda Items Description: Resolution to approve the proposed agreement between the City of Monticello and the MYBSA. (Monticello Youth Baseball/Softball Ass.) Resolution to limit use of City Ball Diamonds to those teams participating in City of Monticello sponsored Recreational Youth Baseball and Softball Leagues.

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

Attachments & Enclosures:

- Proposed Resolutions
- Proposed Agreement
- Attachment: Current Registration Numbers

Fiscal Impact:

- Budget Line Item:
- Budget Summary:
- Expenditure:
- Revenue:

Synopsis: The proposed agreement and “plan” has been created after multiple drafts and meetings between City Staff, Park Board Members, and MYBSA Members.

Background Information: The City originally entered into an agreement with the MYBSA in 2013. Overall the arrangement has been good for the City and youth baseball and softball programming. There have been some growing pains and some ups and downs, and the City / MYBSA did not actually have a firm agreement in place last year.

The proposed agreement is for three years and is believed to clearly set out the obligations of City Staff (Park and Rec.) as well as MYBSA. The City has had no real role in the operation of youth baseball/softball since the inception of the MYBSA and now has responsibilities primarily associated with registration and scheduling. It is possible that the City role will grow in coming years and if that were to happen the Agreement provides for the modification of the current agreement terms to account for that increased role.

The struggle with youth baseball and softball, from a recreation standpoint, is that parents are beginning to pull their kids at younger and younger ages from Rec. programming. When this occurs there are not enough kids remaining to field enough teams to have a league. In recent years the “tournament” teams take what is deemed to be the top talent at the various age groups which generally includes the best pitchers. That left very few “good” pitchers for the rec. league which in turn created many bad games where kids were either at fear of getting hit at the plate by a pitch or were getting walked, one after another, creating a pretty boring game for all involved. This year there will be pitching machines used at all rec. league games converting the league to what some have called a “hitting” league. This will

significantly reduce the number of walks, create more fielding, and in turn more of a game for the kids.

It is my understanding that the Cities of Manchester and Dyersville require all tournament teams that wish to utilize any fields within the City for tournament team practices or games to also sign up for and participate in Rec. League.

The MYBSA Board voted at their last meeting to recommend to the City that a policy be passed to require grades 2nd and lower to participate in Rec. League if they wish to use the fields for tournament team practices or games. Others have suggested that the City move to the Manchester/Dyersville model altogether but grandfathering those teams from 3rd grade on up at this time. Many of the fields in town are on school property so absent an agreement with the School we could only control our fields.

Recommendation: I recommend that the Council approve the agreement between the City of Monticello and the MYBSA. I further recommend that the Council provide direction on the concept of limiting tournament team use of fields in those circumstances where the tournament team kids are not involved in rec. league.

The City of Monticello, Iowa

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

RESOLUTION #18-____

Approving Agreement between the City of Monticello and the Monticello Youth Baseball Softball Association (MYBSA)

WHEREAS, The City of Monticello has reviewed the proposed agreement between the City of Monticello and the Monticello Youth Baseball Softball Association (MYBSA), and

WHEREAS, The Council finds that there have been numerous meetings between City staff, Park Board members, and the MYBSA and numerous drafts of a proposed agreement between the City of Monticello and the MYBSA, and that as a result thereof an agreement related to the relationship between the City and the MYBSA has been reached and approved by the MYBSA Board, and

WHEREAS, The City Council finds that the proposed three (3) year agreement is agreeable, may be amended if circumstances dictate, and that same is in the best interests of the City of Monticello Park and Recreation Dpt. and the youth baseball and softball programs in the City of Monticello and should, therefore, be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the proposed agreement between the City of Monticello and the Monticello Youth Baseball Softball Association, according to the terms and conditions set forth within the agreement, attached hereto, and authorizes the Mayor to execute the same on behalf of the City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 2nd day of April, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

The City of Monticello, Iowa

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

RESOLUTION #18-___

Approving a policy to limit the use of City Ball Diamonds to those teams participating in City of Monticello sponsored Recreational Youth Baseball and Softball Leagues.

WHEREAS, The City of Monticello has approved a three year agreement with the Monticello Youth Baseball Softball Association (MYBSA), and

WHEREAS, The Council finds that the number of youth registering for City Recreational Baseball and Softball are down, resulting in the inability to create teams/leagues, and that the reason the numbers are down is largely tied to many youth choosing to only participate in travelling or tournament teams, and

WHEREAS, The Council finds that it is in the best interests of the Community, particularly the children of the community, to have recreational league opportunities and for that reason finds that the kids participating on traveling/tournament teams should also participate in City Recreational Leagues, particularly those of the following ages: _____, and

WHEREAS, The Council finds that there must be an incentive, in this case a negative incentive, to promote an increase in registrants and an increase in the quality of the City Recreational Leagues, and

WHEREAS, The Council finds that an appropriate incentive would be to disallow the use by Travelling/Tournament teams of any and all facilities or fields under the control of the City if the kids on said teams were not also registered and participating in the City Recreational League, noting that the MYBSA Board recently voted to recommend to the City Council that children, up to and including 7 year olds or 2nd Graders, be required to participate in the City Rec. Leagues for their travelling/tournament teams to be allowed to utilize or have access to facilities / fields under City Control.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of a Policy to be implemented by the Monticello Park and Recreation Dpt. that will prohibit the use of facilities and fields under the control of the City of Monticello for practices, games, and similar activities by travelling/tournament teams in the following age divisions _____ if the kids on said teams are not registered and actively participating in the City of Monticello Recreational League.

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 2nd day of April, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

**Agreement Re:
Monticello Youth Baseball and Softball Programs**

COMES NOW the City of Monticello, Iowa, a Municipal Corporation (hereinafter “City”) and the Monticello Youth Baseball and Softball Association (hereinafter “MYBSA”) and do hereby agree to the following terms and conditions related to the Monticello youth baseball and softball and the use and maintenance of facilities related thereto.

GENERAL PURPOSE:

The purpose of this agreement is to set forth the agreed upon roles and or responsibilities of the City and MYBSA in regard to the planning, operation, oversight and supervision of Monticello youth baseball and softball, from pre-k through 7th grade, and Rec. League Adult softball. Areas to be covered by this agreement specifically include, but may not be limited to the following:

1. Organization and management of local recreation leagues.
 - a. Managing registration including the preparation and distribution of forms and the collection of fees.
 - b. Organization of teams.
 - c. Identifying and assigning coaches to teams.
 - i. Performing background checks on Coaches and named assistant(s)
 - d. Providing necessary and appropriate equipment.
 - e. Creating a game schedule (May include games/teams from outside Monticello.)
 - f. Managing the master calendar, including games/practices/tournament.

2. Oversight of non-recreation league teams, or tournament teams.
 - a. Managing registration including the preparation and distribution of forms and the collection of fees related thereto. (Registration fees for non-recreation league teams and/or participants is tied to their use of City and School facilities, the required maintenance of said facilities, including mowing, fertilizing, chalking of fields, dragging of fields, and otherwise maintaining said facilities.)
 - b. Managing the master calendar, including games/practices/tournament.
 - c. Preparation of fields and facilities as necessary for practices and tournaments
 - d. Coordinate with teams when they are planning or scheduling local tournaments, including gate fees, concession operation, and field maintenance requirements.

3. Operation and oversight of concession stands during recreation leagues and tournaments
 - a. Stocking the stands located at the Sports Complex, Jaycee/Kleinow, and Shannon Field as necessary and appropriate.
 - b. Setting price points, collecting money, and generally managing operations.
 - c. Providing and/or maintaining all required equipment at said locations.
 - d. Following laws, obtaining necessary licensing, and maintaining clean and sanitary concession stands.

4. Field maintenance and preparation
 - a. Mowing / Weed Whipping - Spraying (inside and outside fenced area as noted) the following locations:
 - i. Jaycee / Kleinow
 - ii. Sports Complex
 - iii. Shannon
 - iv. Lions Field
 - b. Fertilization of fields as necessary
 - c. Field Preparation
 - i. For Practices
 - ii. For Rec. Games
 - iii. For MYBSA Tournaments
 - iv. For non-MYBSA Tournaments

5. Marketing / Fundraising
 - a. Banner Program promotion, design, and sale.
 - b. Purchase, installation and maintenance of banners.
 - c. Print advertising or other promotional material design and distribution.
 - d. Other

PROPERTIES COVERED:

The following properties, including fields, concession stands as appropriate, related parking areas and other on-site infrastructure, are covered by and subject to the terms and provisions of this agreement

1. Monticello Sport's Complex (Three of the four fields located on the grounds of the Monticello High School, generally described as the Prep Diamond, and two little league fields commonly referred to as the East and West fields.
2. Two Fields located on the grounds of Carpenter Elementary School.
3. Softball Field located on the grounds of Shannon Elementary School.
4. Jaycee and Kleinow fields located on City owned property near Diamond Drive.
5. Lions Field, located on City owned property near the High School Football Field.

RESPONSIBILITIES:

The parties hereto shall have the following responsibilities:

1. City:
 - a. Shall serve as the Rec. League Commissioner. (Park & Rec. Director or his designee.)
 - b. Shall market youth baseball and softball to eligible children and parents as is appropriate. Prepare, distribute, and collect registration forms and fees shall distribute, collect, and otherwise be responsible for Baseball and Softball Registrations, including the collection of registration fees for rec. league teams and tournament teams.
 - c. Shall maintain a master schedule for both practices (rec. league and tournament teams), and Rec. League and Tournament games. Shall manage the scheduling of games including cancellations and rescheduling, and necessary communication with parents, coaches, and umpires as appropriate.
 - i. Before allowing practices to be scheduled the City shall work with the MYBSA to block off those areas of the schedule required for tournament field preparation and tournament games.
 - ii. When scheduling games, it will be the intent of the City to schedule as many games as possible in Monticello, however, additional games may be scheduled in nearby communities if and when the opportunity presents itself to do so. Every effort to limit travel and travel distance will be made while striving to schedule competitive games for program participants.
 - d. Shall form teams.
 - e. Shall assign coaches to teams.
 - f. Shall ensure that appropriate background checks are performed on head coach and first assistant.
 - g. Shall ensure that coaches are covered by insurance policy.
 - h. Shall ensure the existence of appropriate liability coverage for Rec. League operations and liability coverage on City property and School utilized facilities.
 - i. Shall collect fees; both rec. league registration and tournament team registration fees, with the tournament team fees related to field maintenance and preparation and management and oversight of the master game and practice schedule.
 - j. Shall take photos, collect fees for photos, and distribute photos as deemed appropriate by the City.

- k. Shall determine, in collaboration with the MYBSA, appropriate rules and regulations related to youth programming.
- l. Shall be solely responsible for the oversight and operation of any adult softball program.
- m. Shall order the necessary number of shirts at the appropriate sizes for all recreation league teams, said shirts to be delivered to the Berndes Center or collected by Park and Recreation Staff for distribution to the coaches at the pre-season Coach Meeting.

2. MYBSA

- a. Shall supply T-Shirts for all Rec. League players. Shirt design will be determined by the MYBSA and submitted to vendor of their choosing. The MYBSA shall be directly invoiced for all shirts, artwork, and any related fees.
- b. Shall be responsible for all field preparation, including general preparation and maintenance for practices, and preparation, including dragging and striping, for games.
 - i. This work shall be performed by someone knowledgeable of the required practices with the appropriate skills for these duties.
 - ii. These duties shall begin with the spring thaw and end with the fall frost and apply to the following fields: Two little league diamonds and prep diamond at H.S. Sports Complex; Two Carpenter fields, one Shannon field, Jaycee and Kleinow Fields, and the Lions diamond near the football field.
 - iii. "Maintain", includes but is not limited to weed whipping and use of Roundup as appropriate at the two "City" use little league diamonds at the H.S. Sports Complex, and the "Old" diamond near the football field.
 - iv. The Monticello Community School District has historically accepted responsibility for mowing the Shannon and Carpenter fields and has also taken care of mowing at the Sports Complex East, West, and Prep diamonds. In the event that additional work is required at those locations, such as weed whipping or the use of Roundup to maintain weed growth, the MYBSA shall take on that responsibility if the school is unable or unwilling to do so. The MYBSA responsibilities as they pertain to those fields will be subject to discussion and negotiation between the School and the MYBSA.
 - v. The City will continue to contract for mowing of the Lions diamond as well as Jaycee/Kleinow as has been the case in the past, but will not contract for weed whipping and/or treatment with Roundup or similar weed killer or fertilization. Weed whipping or round up application shall be performed by the MYBSA as deemed appropriate.
 - vi. Other "Maintenance" responsibilities of the Association, to be performed on an as needed basis, shall include seeding, fertilizing, aerating, watering, patching and filling of holes within the fields and the areas immediately surrounding the fields, marking of lines, replacement of bases, foul posts, etc.

- c. Shall provide all equipment for the Rec. league (i.e. Equipment bag, bats, balls, catchers gear, helmets, batting T for appropriate age division, and first aid kit) as well as pitching machines and other field maintenance equipment.
- d. Shall manage all aspects of concessions operations, including ordering, prepping, staffing, etc.
 - i. Efforts shall be made to utilize volunteers in the stands as much as is practicable and to generate as much revenue as is possible to support the programs. The Association will not be billed for any water use or electrical use at any of the facilities. Earnings from the concessions will be deposited into Association accounts and utilized by the Association for purposes directly associated with youth baseball and softball operations and/or Capital projects associated with facilities utilized by MYBSA. Volunteers shall be deemed volunteers of the MYBSA not the City. Registration or “sign-up” materials shall make this relationship clear.
- e. Shall organize tournaments, baseball and softball, to be held in Monticello. The MYBSA shall be entitled to use the two little league diamonds and prep. diamond at the High School sports complex, same being dedicated to Monticello youth sports, with the prep. diamond having some use by the High School Baseball team that will have to be worked around, in addition to Shannon, Kleinow, and Jaycees fields. When scheduling tournaments, the use of fields shall be in the following order:
 - i. Two “little league” fields at the H.S. Sports Complex.
 - ii. Jaycee and Kleinow fields.
 - iii. Shannon field.
 - iv. H.S. Varsity and Junior Varsity softball fields and Baseball Competition Diamond with Monticello Community School District permission

If, however, a girls’ softball tournament requires the use of four diamonds for girls of the same age division, the above field priority schedule shall not apply and the tournament shall be allowed to first utilize the two little league fields (East and West) and the H.S. Varsity and J.V. fields before utilizing other fields.
- f. Shall determine, in collaboration with the City, appropriate rules and regulations related to the youth programming.
- g. Shall be permitted to sell sponsorships and advertising for the MYBSA. Advertising or promotional materials related to sponsors shall be permitted to be installed on the fencing around the fields so long as it is done in a fashion that will not damage said fencing. The MYBSA shall carefully review all proposed promotional/advertising materials-signage. If found to be acceptable and appropriate by the MYBSA the proposed materials shall be forwarded to the City Administrator if proposed to be used on a field on City property and to the Superintendent of Schools if on a field on property owned by the Monticello Community School District. The City Admin. and the Superintendent, respectively, shall be permitted to approve the proposed materials, or, in their individual discretion, present same to the City Council and/or the School Board, as is appropriate, for approval. Until final approval no materials shall be displayed on City or School property. The fees/terms/conditions related to the

materials shall be determined by the MYBSA and used in the furtherance of MYBSA objectives.

- h. At the end of the season(s), the Association shall collect, inventory, and care for all equipment. It is anticipated that the equipment will be collected following the last game of the season. The City shall annually, if requested, be provided an inventory of all equipment owned and/or controlled by the MYBSA.
- i. Maintain fields and related property as necessary.
 - i. Any capital improvements of a permanent, or semi-permanent nature, shall be pre-approved by the City or the School. Diamonds on school property include those at Shannon, Carpenter, and the H.S. Sports Complex. Those located on City property include the Lions Diamond and Jaycee and Kleinow fields.
 - ii. The MYBSA shall be responsible for the costs of day-to-day repairs to structures, such as concession stands, fencing, scoreboards, sidewalks, batting cages, shelters, etc.
- j. Shall prepare a budget for the “next” season by no later than November 1st of each year and shall review said budget with the City Administrator or designee by no later than November 15th of each year who shall share the budget as approved by the MYBSA Board with the City Council who shall have the right to offer comment, if any, to the MYBSA Board before final approval of the budget by the MYBSA Board.

Collection and Use of Registration Fees, Concession Revenue, and other Raised Funds:

Funds will be collected for league registration, tournament team facility usage, concession operation, tournament organization and operation. The parties agree that the fees will be managed as follows:

1. Collection of fees:

- a. Recreation Fees, through the 7th grade level, and Tournament Team fees will be collected and maintained by the City. At the conclusion of the season the City will pay the MYBSA 45% of the fees collected in consideration of their efforts and responsibilities associated with field preparation and maintenance and MYBSA’s payment of fees to umpires utilized for 7th grade games. 55% of the fees collected will be maintained by the Park and Recreation Dpt. to be utilized for any Park and Recreation purpose. Prior data would suggest that total annual registration fees collected will be in the neighborhood of \$10,000 per year. The above division of fees is based upon the premise that the MYBSA will hire and utilize a commissioner to schedule, organize, arrange, and oversee all tournaments. The Parties agree that if any of those responsibilities are desired to be moved to the City Park and Recreation Dpt. that the above fee division will be modified in an amount deemed appropriate by the Parties. Failure to agree on an appropriate fee division would be grounds to terminate the agreement by either party upon thirty (30) days’ notice.

- b. Fees related to the taking and developing of photos will be maintained in total by the City.
- c. Fees will be collected by the MYBSA as a result of tournament play. Those fees will be maintained by the MYBSA.
- d. Revenues generated by the operation of concession stands will be maintained by the MYBSA.
- e. Revenues will be generated by the MYBSA sale of sponsorships. Those funds will be maintained by the MYBSA.

2. Use of fees:

- a. The City will utilize fees collected and maintained by the City to offset costs associated with their responsibilities as previously set forth herein. Any fees collected by the City in relation to adult softball programming shall be maintained solely by the City and used at the discretion of the City.
- b. The MYBSA will utilize fees collected and maintained by the MYBSA to offset costs associated with the purchase of supplies, shirts, maintenance materials and necessary contract labor. Net Revenues generated by the MYBSA shall be utilized to support youth baseball and softball programs to generally include supplies, field and equipment maintenance, updating, and replacement as necessary, and for such other purposes deemed necessary for the continued successful operation of said programs. At the conclusion of the recreation and tournament season the MYBSA shall review the net revenues and account balances and shall, based thereon, set aside an amount, deemed acceptable by the Board, to be held in a separate MYBSA Capital Projects account. It is the stated goal of the MYBSA, by their entry into this agreement, to set aside a sum equal to or greater than 25% of their net annual revenues. If the MYBSA finds that they are not in a position to set aside such amount they agree to make a presentation to the City Council explaining their reasoning, said presentation to include a proposed budget moving forward to show and/or explain their position that funds in said amount should not be set aside. In the event the MYBSA Board finds, in any given year, that they have a need for funds previously set aside, whether for general operations, maintenance, or other purposes, they may petition the City Council to allow said previously set aside funds to be used for said desired purposes. The City Council shall not unreasonably withhold authorization for the MYBSA to utilize said funds.

Financial Reporting: The parties shall maintain detailed records of their revenues and expenses and agree to share financial information with each other as requested.

Term: The Term of this agreement shall be for three (3) year(s), commencing January 1, 2018 and ending December 31, 2020.

Other Terms and Provisions: See Addendum A

Signed and dated this ____ day of _____, 2018.

City of Monticello, Iowa

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

Signed and dated this ____ day of _____, 2018.

Monticello Youth Baseball Softball Association

_____, Chair

_____, Secretary

Addendum A

Other Provisions:

- This agreement shall be binding on and shall inure to the benefit of all successors, assigns and grantees of the City and MYBSA.
- This agreement shall not automatically renew at the conclusion of the term set forth herein but shall be subject to review and approval by the City and MYBSA at that time.
- The Parties agree to review this agreement each fall after the completion of the softball/baseball season and after the compilation of a final season accounting and report related to the kids served, information related to schedule, travel, tournaments, and other relevant information is put together for review.
- In the event a new agreement is not approved by the parties this agreement will terminate at the scheduled termination date. In the event of termination, a committee made up of three members of the then existing or most recent existing MYBSA Board and three representatives of the City to be appointed by the Monticello City Council shall meet to discuss the disposition of MYBSA funds and other assets. Any agreement of this committee shall be subject to the approval of the Monticello City Council. In the event that the committee cannot reach agreement, they agree to involve an arbitrator who shall meet with the committee, consider the positions offered by all committee members, and then make a final decision that shall be binding on the parties. It is the stated goal of the parties to mutually agree on an arbitrator and to attempt to identify an arbitrator that will volunteer or work for a minimal fee. If the parties cannot agree on an arbitrator they agree to each identify one arbitrator whose names will be placed in a "hat" with a name to be drawn from the hat by the Monticello Mayor or the Mayor's designee, said person then becoming the arbitrator. The parties do hereby agree, however, that it is their mutual intent to utilize any and all funds and assets in the furtherance of youth baseball and softball and/or youth baseball and softball facilities if need exists for said purposes. This statement of intent should guide the committee and/or the arbitrator should the terms of this provision be activated.
- This agreement may be amended by formal written approval of the City and MYBSA at any time.
- The Parties anticipate that an agreement will be entered by and between the City and the School to formally allow the use of those fields and facilities on school owned property that have been in the past and plan to be used moving forward for youth baseball and softball purposes.
- Operational considerations:
 - The MYBSA will have pitching machines out and in place to be used for game purposes. Coaches shall be responsible for putting pitching machines away at the conclusion of the games.

- The City Park and Rec. program will have no scheduled staffing responsibilities at either rec. or tournament team games or practices. However, the Parties recognize the importance of having some program representation during the games scheduled at the Sport's Complex on Wednesday and Thursday nights during the season from approximately 5:30 to 8:00 p.m. The Parties will work together to have said representation, with Park and Rec. staff and MYBSA representatives working together to ensure that at least one representative is present during those nights and time frames.
- Fees for year 2018 shall be set as follows, subject to change by written agreement of the City and MYBSA from year to year:
 - T Ball \$25.00;
 - 1st – 6th baseball and softball \$30.00;
 - Baseball and Softball Travel Teams \$30 per player;
 - For those travel teams that play both for a travel team and rec. team they shall only be assessed one registration fee.
- T Ball games will be scheduled to be played on Friday nights.
- Divisions will be divided as follows:
 - Pre-K and K (T-Ball)
 - 1st and 2nd Grade (Coach Pitch)
 - 3rd and 4th Grade (Pitching Machine)
 - 5th and 6th Grade (Pitching Machine)
 - 7th Grade (Live Pitching)
- T Ball, 1st and 2nd softball and baseball play at Jaycee/Kleinow; practice one night per week and play one night per week.
- Parents to be assigned to concession stand. Parks will provide parent list to MYBSA who will arrange and organize parent volunteers.
- MYBSA will maintain an inventory of all equipment purchased with MYBSA funds or otherwise “owned” by the MYBSA. This inventory shall be updated annually.
- Umpires or other officials will not be utilized at any level but for 7th Grade. The 7th Grade Coach(es) will be responsible for lining up referees / officials for their games.
- The MYBSA and Park and Rec. Dpt. will coordinate a beginning of year Coaches Meeting and will discuss whether or not a Coaches training meeting or session can be arranged and is considered appropriate and desirable.
- Efforts will be made to divide registrants, as best as is possible, into teams with “equal” talent based upon information available to Park and Rec. staff and the association.

- In the event that numbers of registrants in one division or another are short and it is deemed appropriate to move a registrant up from a lower age level to a higher age level the MYBSA and/or the Park and Rec. Dpt. must first obtain the written permission of the parent of the child(ren) desired to be moved.

- Auditing: MYBSA is a division of the City in the eyes of the City Auditor. We need to have books maintained in such a fashion that the Auditor can review them annually. Books need to show revenues, expenses, wages (W-2 or Contract wages), etc. Also, should be some formality of procedures when it comes to handling money to ensure that there are ways to detect theft/fraud. Inventory methods, more than one person counting / depositing money, etc. The MYBSA agrees to make every effort to follow and/or institute procedures and practices recommended by the City Auditor within a reasonable time.

City Council Meeting Prep. Date: 03/29/18 Preparer: Doug Herman		Agenda Item: # 11 Agenda Date: 04/02/18
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Communication Page

Agenda Items Description: Resolution endorsing the submission of Iowa Downtown Exchange Application and approving Letter of Support

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

Attachments & Enclosures: <table border="1" style="width: 100%;"> <tr><td>Proposed Resolution</td></tr> <tr><td>Letter of Support and Application</td></tr> <tr><td>Downtown Exchange Overview document</td></tr> </table>	Proposed Resolution	Letter of Support and Application	Downtown Exchange Overview document	Fiscal Impact: <table border="1" style="width: 100%;"> <tr><td>Budget Line Item:</td><td>n/a</td></tr> <tr><td>Budget Summary:</td><td>n/a</td></tr> <tr><td>Expenditure:</td><td>n/a</td></tr> <tr><td>Revenue:</td><td>n/a</td></tr> </table>	Budget Line Item:	n/a	Budget Summary:	n/a	Expenditure:	n/a	Revenue:	n/a
Proposed Resolution												
Letter of Support and Application												
Downtown Exchange Overview document												
Budget Line Item:	n/a											
Budget Summary:	n/a											
Expenditure:	n/a											
Revenue:	n/a											

Synopsis: Resolution to approve letter of support and application to participate in Iowa Downtown Exchange Program.

Background Information: See Downtown Exchange Overview attachment hereto for description of program. (In a nutshell, this is a free program sponsored by the Iowa Downtown Resource Center / Iowa Economic Development Authority. The program pairs two communities together to visit each other's community, specifically focused on the downtown, and to provide feedback to one another. Seeing how those from the outside see your downtown/community provides a good fresh outside unbiased perspective. Those of us who live here, have been here for years, tend to get used to things and look past things like eyesores, poor building condition, signage issues, parking, sidewalk condition, etc.)

Recommendation: I recommend that the proposed Resolution approving of the Application and authorizing the submission of the Letter of Support be approved.

The City of Monticello, Iowa

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

RESOLUTION #18-_____

Endorsing the submission of Iowa Downtown Exchange Application and approving Letter of Support

WHEREAS, The City Council finds that the downtown commercial district is very important to the success of the City of Monticello, and

WHEREAS, The City Council finds that participation in the Iowa Downtown Exchange would give the City an opportunity to work with another community, each helping the other, to identify positives and negatives of our downtown commercial district, providing valuable feedback for future planning and decision making, and

WHEREAS, The City Council finds that it would be appropriate to support the submission of the Iowa Downtown Exchange Application and letter of support related thereto and finds that the draft application and draft letter of support previously submitted by the City Administrator to the Downtown Exchange program should be adopted, approved, and authorized for final submission.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Monticello, Iowa does hereby endorse the Iowa Downtown Exchange Application and Letter of Support dated March 22, 2018 and signed by the Monticello City Administrator and directs the City Administrator to take such other steps as may be necessary or appropriate to pursue the opportunity to participate in the Iowa Downtown Exchange program

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 2nd day of April, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

WHAT IS THE DOWNTOWN EXCHANGE?

If your community is seriously interested in formulating a plan to enhance or capitalize on your historic commercial district's strengths and address its challenges, the Downtown Exchange is one of the first steps to consider. The Downtown Exchange is a free service offered through the Iowa Downtown Resource Center (IDRC), Iowa Economic Development Authority. Two communities are paired up and each makes a commitment to visit the other within a specified timeframe. The process focuses specifically on downtowns or urban commercial districts and provides an excellent opportunity to find out how others see and experience another community's downtown. The exchange of fresh perspectives and impressions from unbiased viewpoints is a good place to start the process of creating implementation strategies and a plan for downtown improvements.

WHO CAN APPLY?

Cities, non-profit economic development organizations, or local community betterment groups may submit an online application. Communities with traditional downtowns or urban commercial districts with a substantial number of buildings and operating retail businesses located within a walkable, multiple block district will benefit most from this service.

WHAT IS THE COMMUNITY'S COMMITMENT OF TIME?

Six to ten volunteers per community are required to participate in the Community Exchange visits. The visiting team will travel "incognito" to the peer community. They will spend several hours exploring individually, in pairs, or small groups. Depending upon locations of the communities that submit interest, intentions are to limit the distance between the pairings to under 90 miles. Participants will conduct their visits between June 1 and August 31. Each visitor will fill out their own assessment sheets and one designated individual will enter their responses into the online reporting system within the allotted timeframe. Once all individual opinions are entered and compiled, IDRC staff will arrange a visit to each community and provide the feedback.



WHAT ARE THE APPLICATION AND ASSESSMENT PROCEDURES?

Communities submit a simple online application. The first 20 applicants will be assigned a peer community for the Downtown Exchange visit. For the visiting teams' opinions to reflect a broad range of perspectives, the team should consist of a mix of individuals with diverse backgrounds, occupations, ages, and both genders. Within a specified timeframe, volunteers from each city will conduct impromptu, unannounced visits. If the communities are small in size, it would be less conspicuous if individuals or teams would conduct their visits on different days. Participants will be provided with an assessment tool to rank their "first impressions" regarding the downtown's physical features, ambiance, businesses, attributes, and challenges. Comments should be stated in a constructive manner and specific suggestions are encouraged. All individual assessments should be entered into Survey Monkey for compilation. The team leader of the visits should contact IDRC when all are completed so arrangements can be made for a visit.

WHY IS IT IMPORTANT?

This exchange provides participating communities with valuable, unbiased insight from visitors' perspectives which may also mirror the first impressions of a potential business or residential prospect. Often constructive feedback regarding customer service skills and appearances is more readily accepted when it comes from objective anonymous parties. The knowledge gained through an exchange of impressions can be the basis for positive and effective community action.

HOW DO I APPLY?

Participation is limited to the first 20 communities that apply. Applications are available at: form.jotformpro.com/70725609889977

Forms must be electronically submitted by the May 30, 2017 deadline.

For more detailed information about the process, view the Downtown Exchange Tips: iowaeconomicdevelopment.com/documents/userdocs/ieda/IDRC_DTExchTips.pdf

QUESTIONS?

Contact Robin Bostrom or Terry Buschkamp
robin.bostrom@iowaeda.com 515.725.3053
terry.buschkamp@iowaeda.com 515.725.3075

Iowa Economic Development Authority,
Iowa Downtown Resource Center



CITY OF
MONTICELLO

200 E. First St.
Monticello, IA 52310
(319) 465-3577
Fax (319) 465-3527

Equal Opportunity Employer - Fair Housing City

To: Iowa Downtown Exchange Application

From: City of Monticello, Iowa

Re: Iowa Downtown Exchange Application

Date: March 22, 2018

Dear Sir or Madam:

Please accept this letter as evidence of the City of Monticello's support for the Application to participate in the Iowa Downtown Exchange program. We are very proud of our downtown and commercial district in general, have a wide variety of businesses, both new and old, but recognize that we need to take a very proactive approach to not only maintain what we have but to improve what we have. Our goal is to make our downtown a destination, a place where citizens can congregate and do business and a place where folks from other communities like to visit and shop.

We would very much appreciate the opportunity to participate in the Iowa Downtown Exchange Program and will work hand in hand with our Chamber of Commerce to ensure that we and the other communities involved get as much as possible out of the opportunity.

Sincerely,


Douglas D. Herman
Monticello City Administrator

Iowa Downtown Exchange Application

Submission Date	2018-03-22 17:41:13
Full Name	Doug Herman City Administrator
Organization	City of Monticello 200 E. 1st Street Monticello Iowa 52310
Phone Number	(319) 4653577
E-mail	dherman@ci.monticello.ia.us
What is the name of the community or urban neighborhood district wishing to receive this service?	Downtown Monticello
Population	3836
Why do you want to participate in an Iowa Downtown Exchange?	The downtown Monticello commercial district, like many small towns, is beginning to show wear and has many vacant and underutilized store fronts. In many cases, even where the building is being put to a good and viable use, the building is suffering from deferred maintenance. Getting an outside look from members of another community would be a great way to begin discussions and create excitement for current building and business owners who want to see great things happen for our downtown and may be a launching pad for creative approaches and ideas to spur not only improvements to the downtown but growth in the downtown. The City has buy in on this approach with our Chamber of Commerce and local business owners and City leaders will be excited to be involved in this process .

Briefly describe your downtown district.

Our downtown district includes four blocks of "traditional" downtown located on Hwy. 38 a/k/a E. 1st Street, five blocks or so of mixed residential, commercial, and school use on a stretch that is part Hwy. 38 and part S. Main Street, part of a block on N. Main Street, a couple blocks, both north and South on Cedar Street, and a block or two on W. 1st Street. The downtown is relatively strong for a community our size. Many buildings are, "original" or almost original to the downtown. A downtown fire in 2012 took out a few buildings. One building was rebuilt and a downtown Pocket Park and new parking lot were added. Examples of downtown businesses include: Lumber Yard, Hardware Stores, Auto Parts Stores, Salons/Barbers, Professional, Clothing, Bars, Coffee Shop, Restaurants, Furniture Store, Mattress Store, Banks, Jewelry Store, Second Hand / Antique, Gift, Other Misc.

The downtown went through a streetscape in the mid 1990's. Period street lighting was the best improvement. City Hall, and the Monticello Renaissance Center are located in the heart of downtown with construction of the Renaissance Center being completed in 2006 and housing the City Council Chambers, Veteran's Hall, and Public Library. City Hall, attached to the Ren. Center also underwent recent renovations.

A new signage ordinance went into effect in December of 2015 that requires conversion of signage to signage that cannot extend more than 12" from the building face. New businesses, or businesses that upgrade signage are expected to comply at that time or no later than five (5) years after the approval of the Ordinance. (Dec. 2020) The sidewalks include a colored concrete strip that has not aged well. The City Council is considering the replacement of the colored strip with old street pavers recovered from various street projects in town.

What is the number of square blocks (primarily intact) of commercial properties in the downtown area?

24 +/- depending upon parameters

Approximately how many operating businesses are located within the downtown district?

65-75

Downtown Exchange visits will occur between June 1, 2018 through August 31, 2018 and will not be scheduled for dates in which a community has planned events. Based on this time-frame and your calendar of events, what dates should be avoided?

The Great Jones County Fair will keep the community very busy between July 15 and July 22

Upload a signed letter of Support from the City

[Downtown.Exchange.Letter.Support\(March.2018\).pdf](#)

**Applicant's Signature (use
your mouse)**

A handwritten signature in black ink, appearing to read "Douglas J. [unclear]". The signature is stylized and somewhat illegible due to its cursive nature.

Date

03-22-2018

City Council Meeting
Prep. Date: 03/30/18
Preparer: Doug Herman



Agenda Item: # 12
Agenda Date: 04/02/18

Communication Page

Agenda Items Description: Resolution to recognize past vacation of R.O.W. and to approve of the execution and delivery of Quit Claim Deeds to adjacent property owner(s).

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

Attachments & Enclosures:

Resolution
Aerials showing affected properties.

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Back in the 1800's the County Board of Supervisors vacated City R.O.W.; this Resolution would result in the issuance of deeds to adjacent properties, clearing up potential title problems for them.

Background Information: The property owners involved are as follows:

1. Gary Wernimont
2. Dana Kelley
3. Dustin and Angela Young
4. David Porter
5. Prairie Hill Family Farm
6. Dan Moats
7. William and Sheri Hatfield
8. Amanda Eby
9. Tammy Harms

Basically, a street and alleyway platted for that area were never developed or used for street/alley purposes. Subsequent to the initial platting, Gill Street was included in a plat and located to the west of the previously platted street that was originally known as Locust Street. The County Board of Supervisors vacated Locust Street and the Alleyway back in 1862. Those records are somewhat scant and to help property owners clear the titles to their properties it is proposed that the City and the County transfer the vacated property by QCD to the property owners. This may be done by way of one deed to each property or two. I have offered to prepare the deeds in such a way that the City and County could sign the same deed, instead of separate deeds, saving time and expense for the Citizens and the

County. The City and the County previously executed a deed to Vern Vacek, Jr., prior owner of property located at the north end of this block, transferring the adjacent vacated ROW to him as is proposed to occur with regard to the other property owners at this time.

Recommendation: I recommend that the Council approve the proposed Resolution and authorize the City Admin. to prepare necessary deeds for City and County approval and issuance. (Property Owner to pay cost of deed recordation.)

The City of Monticello, Iowa

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

RESOLUTION #18-__

Resolution to recognize the past vacation of R.O.W. and to authorize the execution and delivery of Quit Claim Deed to adjacent property owner(s).

WHEREAS, The Jones County Board of Supervisors vacated certain Street Right-of-Way and Alleyway Right-of-Way generally described as follows:

Street Right-of-Way: Located to the west of Lots 102, 102.5, 103, 104, 105, 106, 112, and 113, all in the Railroad Addition to Monticello.

Alleyway Right-of-Way: Generally running in a northerly southerly direction down the center of the block in Railroad Addition that includes the following lots: 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, and 113, all in the Railroad Addition to Monticello.

-and-

WHEREAS, To clarify the property boundaries of the lots located adjacent to said vacated right-of-ways the City and the County should acknowledge the past vacation and execute quit claim deeds to the current owners for recordation with the County Recorder, and

WHEREAS, The City Administrator has been in contact with the County Auditor's Office in regard to this issue, much research had been performed, and an agreement has been reached that the City and County should jointly issue a quit claim deed to the adjacent property owners, effectively transferring this long ago vacated right-of-way, and

WHEREAS, The City and the County previously transferred similar ROW located at the northern end of this block, specifically authorizing the transfer of vacated street right-of-way previously known as Locust Street, lying west of Lots 102 and 102 ½, and previously vacated alleyway right-of-way lying between Lot 94 and the South 50' of Lot 102, all of said property being located in the Railroad Addition to Monticello, to then owner Vern Vacek, Jr., and

WHEREAS, The City Council finds that the City should approve of the transfer of said vacated right-of-way to the current property owners, with 100% of the street right-of-way being transferred to the adjacent/adjoining property to the east of said right-of-way as said vacated street right-of-way is bounded by existing utilized street right-of-way on its' west, and with the alleyway right-of-way being split down the middle with the east half being transferred to the property owners lying to the east of said vacated alleyway and the west half being transferred to the property owners lying to the west of said vacated alleyway.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby recognize past vacation of the aforementioned R.O.W. and authorizes the preparation, execution, and delivery of Quit Claim Deeds to all affected property owners as outlined herein, to clear up any current or potential future title issues.

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 2nd day of April, 2018.

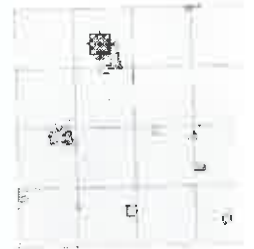
Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk



Overview



Legend

-  Parcels
-  Cartography
-  Major Roads

Parcel ID	0221432013	Alternate ID	212800	Owner Address	YOUNG, DUSTIN J & ANGELA M
Sec/Twp/Rng	n/a	Class	R		521 N CHESTNUT ST
Property Address	521 N CHESTNUT ST MONTICELLO	Acreage	n/a		MONTICELLO IA 52310
District	MONCO				
Brief Tax Description	R.R. ADD LOTS 111 & S 1/2 LOT 112 & LOT 103 EXC N 75' (Note: Not to be used on legal documents)				

THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREIN, EITHER EXPRESSED OR IMPLIED BY JONES COUNTY OR ITS EMPLOYEES. THIS MAP IS COMPILED FROM OFFICIAL RECORDS, INCLUDING PLATS, SURVEYS, RECORDED DEEDS, AND CONTRACTS, AND ONLY CONTAINS INFORMATION REQUIRED FOR LOCAL GOVERNMENT PURPOSES. SEE THE RECORDED DOCUMENTS FOR MORE DETAILED LEGAL INFORMATION.

Date created: 3/30/2018
Last Data Uploaded: 3/29/2018 5:29:22 PM

City Council Meeting
Prep. Date: 03/30/18
Preparer: Doug Herman



Agenda Item: 13
Agenda Date: 04/02/2018

Communication Page

Agenda Items Description: Resolution to approve agreement between the City of Monticello and Paul Beckman and Robby Kramer related to building restrictions on lot located between 402 N. Chestnut and 424 N. Chestnut Street being considered for re-zoning from R-1 to C-1.

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

Attachments & Enclosures:

Resolution
Agreement

Fiscal Impact:

Budget Line Item:	n/a
Budget Summary:	n/a
Expenditure:	n/a
Revenue:	n/a

Synopsis: Accent Construction agreed to not build on this property if re-zoned from R-1 to C-1

Background Information: The lot in question was made part of a recently approved Plat of Survey (Parcel 2017-43). Most of that Parcel is zoned C-1 with the exception of this lot which is zoned R-1, but used for access to the C-1 portions of 2017-43. (Note: Parcel 2017-43 has not yet been recorded and will need to be given a new 2018 number before it may be recorded. I am not sure why the survey has not yet been recorded.) This lot is basically the street frontage and driveway for the balance of the commercial property.

The P & Z considered the request to re-zone and recommended that the property be re-zoned with the understanding that the lot cannot be developed as a C-1 use, merely used for access / driveway purpose to the balance of Parcel 2017-43.

No public comments have been received in opposition of this proposal so long as an agreement accompanies the zoning change that no structures may be built on this lot.

Staff Recommendation: I recommend that the Council approve the proposed agreement.

The City of Monticello, Iowa

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

RESOLUTION #18-___

Resolution to approve agreement between the City of Monticello and Paul Beckman and Robby Kramer related to building restrictions on lot located between 402 N. Chestnut and 424 N. Chestnut Street, legally described as: Lot 244 of Railroad Addition, City of Monticello, State of Iowa

WHEREAS, The City Council has taken steps to re-zone the property legally described as "Lot 244 of Railroad Addition, City of Monticello, State of Iowa", and

WHEREAS, The re-zoning was conditioned upon an agreement by the owners and their successors to never construct a commercial structure on said lot, using said lot for driveway purposes to serve other, adjacent and commonly used commercial premises, and

WHEREAS, The City has reviewed an agreement between the property owners and the City to prohibit construction on said lot as agreed to by the parties and the Council finds that same should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Agreement between the City of Monticello and Paul Beckman and Robby Kramer outlining the prohibition against building on the lot described as "Lot 244 of Railroad Addition, City of Monticello, State of Iowa", said agreement being a condition tied to the rezoning of the lot from R-1 Single Family Residential to C-1 General Commercial, and directs the Mayor to execute same on behalf of the City Council after execution by the property owners, recording fees related thereto to be the responsibility of the property owners.

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 2nd day of April, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

Preparer Info: Douglas D. Herman, 200 E. 1st St., Monticello, IA 52310 319.465.6435

**Agreement Re:
Construction Prohibition**

AND NOW on this ____ day of _____, 2018 the City of Monticello, Iowa, a Municipal Corporation (hereinafter "City"), and Paul Beckman and _____ and Robby Kramer and _____ (hereinafter "Owners"), and do hereby agree as follows:

Structure Construction Prohibition

City and Owners do hereby agree that no structure, of any kind, whether permanent or temporary in nature, may be constructed, place, or otherwise utilized on the following described lot located within the City of Monticello:

Generally described as being located between 402 N. Chestnut and 424 N. Chestnut Street, and being legally described as follows:

Lot 244 of Railroad Addition, City of Monticello, State of Iowa

City and Owners agree that this prohibition was required by the City as a condition of the rezoning of the above lot from R-1 Single Family Residential to C-1 General Commercial and voluntarily agreed to by the Owners. The City and Owners further agree that this provision will apply to all successors in interest of the parties and shall run with the land in perpetuity. Owners shall be obligated to record this document.

Signed and dated this ____ day of _____, 2018.

City of Monticello, Iowa

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

Signed and dated this ____ day of _____, 2018.

Paul Beckman

Beckman

Signed and dated this ____ day of _____, 2018.

Robby Kramer

Kramer

Notary to be added here

City Council Meeting
Prep. Date: 03/30/18
Preparer: Doug Herman



Agenda Item: # 14
Agenda Date: 04/02/18

Communication Page

Agenda Items Description: Resolution to approve policy Re: Brick placement in lieu of colored concrete strip throughout the downtown commercial district.

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

Attachments & Enclosures:

Resolution

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: There has been talk of replacing the colored strip of concrete adjacent to the curb downtown with pavers for some time. Proposed Resolution would set policy that replacement of colored concrete is required in place of colored concrete when removed.

Background Information: When the downtown streetscape was done in the 1990's the colored strip of concrete was installed as a cost savings measure, the first plan including the installation of pavers.

Over the years, with work done to brick streets, and with some brick intersections removed, the City has a certain quantity of bricks available for use by property owners to replace the colored strip of concrete. There are additional plans to remove bricks from the intersection of Grand and Washington this year and there will likely be additional bricks recovered from brick intersection/street work moving forward.

The bricks installed in place of the colored concrete adjacent to the Pocket Park were well received and have held up well so far. You can find numerous locations around downtown where the colored strip was removed for one reason or another and when it was put back it was not put back with the colored concrete, in many cases not even coming close to matching. (It really looks worse than if it were not put back in color at all.) If this strip is in brick they can be removed and replaced while maintaining the consistent look and will also carry forward the historical significance of the bricks in Monticello.

This issue has come to the forefront a bit due to the Brian Monk project and discussions related to replacement of the colored strip of concrete versus other alternatives. (Replace

colored strip with colored strip, replace with standard concrete (no color), replace with stamped concrete, or replace with pavers)

Some Council input has suggested support for brick pavers and that has been recommended by staff to Brian Monk, although the Council has not yet stated a policy on this front. If the Council wishes to see this occur, the Council next needs to consider the following policy terms or conditions:

1. Will City provide the bricks at no charge?
2. Will City assist with the costs of brick placement? (Pay so much a lineal foot?)
3. If a property owner is removing one section of colored concrete in their walk should that be a trigger to require the removal of the entirety of their colored strip for replacement with brick pavers?
4. Should the area to be replaced with pavers extend down S. Cedar and up N. Cedar or should the focus be on 1st Street?
5. Would City downtown loan be available to property owners who are incurring expense to replace sidewalk?

Brick Pavers of a similar nature can be bought, however, that would be additional expense. (Josh Iben wanted to do some research but thought \$7.00 sf would be about right) Josh also estimated that it would cost no more than \$400 to install a 100' strip of pavers, three wide. (The base would need to be installed correctly and could cause additional expense)

It is not believed that the colored strip is tied into the concrete sidewalk throughout town and if this is the case it should be possible to remove the colored strip without hurting the balance of the sidewalk. That removal would be followed by some excavation by a small mini ho bucket to remove base that is not up to par for paver placement.

Josh also recommended that the City require the use of clean rock as a base under all sidewalks as it can be installed in a manner that will significantly reduce movement of sidewalks during the freeze and thaw. (Preferred over road rock, sand, etc.)

Recommendation: I recommend that the Council approval of the proposed Resolution approving of the plan to require brick placement in lieu of the colored concrete strip and directing the City Administrator to draft a policy related thereto for further Council consideration.

The City of Monticello, Iowa

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

RESOLUTION #18-___

Resolution to approve plan to require Brick Paver placement in lieu of colored concrete strip in downtown commercial district and directing the City Administrator to draft a policy related thereto for further Council consideration.

WHEREAS, In the 1990's the City of Monticello invested in a downtown streetscape that included a colored strip of concrete on the back of the curb in place of brick pavers as a cost savings measure, and

WHEREAS, Over the years the colored strip has faded and has, in many locations throughout the downtown, been removed and replaced with non-matching colored concrete, and

WHEREAS, The City authorized the installation of brick pavers in lieu of the colored strip in front of the Pocket Park and same have held up for two winters and have been well received by the public, and

WHEREAS, The City has undertaken various street repair projects that has created a stockpile of pavers and has more planned that will create an additional number of old City brick pavers that could be used to replace sections of the colored concrete and new pavers that are similar or that would emulate the old pavers can be purchased, and

WHEREAS, The City Council finds that the replacement of the colored concrete strip would be a significant improvement to the appearance of the downtown and should be required and promoted, and *(Any specific provisions that should be included at this time with regard to City participation: Provide Bricks? Provide Cost Share of \$50 per lineal foot, etc.)*

WHEREAS, The City Council finds it appropriate to approve, by this Resolution, a plan to require brick pavers to replace the downtown colored concrete strip if and when any section of colored concrete is disturbed or otherwise in need of replacement and that the City Administrator should be directed to draft a formal policy on this topic for future Council consideration and approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the plan to require property owners to replace the downtown colored concrete strip if and when any section of colored concrete is disturbed or otherwise in need of replacement and directs the City Administrator to draft a formal policy on this topic for future Council consideration and approval.

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 2nd day of April, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

City Council Meeting
Prep. Date: 03/30/18
Preparer: Doug Herman



Agenda Item: # 15
Agenda Date: 04/02/18

Communication Page

Agenda Items Description: Resolution to approve publication of Notice to Bidders related to HVAC improvements and repairs at the Monticello Berndes Center

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

Attachments & Enclosures:

Resolution

Proposed Notice to Bidders & Bid Spec.

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Berndes Capital Project

Synopsis: Proposed Notice to Bidders to replace older units that appear to have installation issues as well.

Background Information: The Monticello Berndes Center is served by HVAC systems that are 20 years old, in general, with some newer components. We have struggled with these units for many years, with condensers going bad, the units freezing up (in the upstairs of the B. Center) which then results in a thawing out and leaking along with not working until thawed out which creates complaints during big events with lots of people during hot months creating numerous complaints and repairs. (Weddings for example)

We have had Trint Adams inspect the units and help us to come up with a bid spec. Trint became involved a few years back when repairs were needed. He identified numerous areas of concern with regard to the installation of those units, with the installation not correctly providing the necessary air flow, supply and return air amongst other problems. These installation issues were identified as the cause of our regular condenser issues. While the installation issues can be remedied the process is pretty significant and in his opinion, based upon the significant work related thereto, it makes sense to replace the older less efficient units at this time as well. I do not talk HVAC speak very well and will see if Trint can come to the meeting to more fully explain what he found and why he has proposed what he has proposed. Due to the likely cost involved I informed Trint that we should advertise for bids before moving forward which he understood. (We are not legally obligated to seek bids but may be legally obligated to seek competitive quotations, so advertising for bids is merely a means of giving all those who want to an opportunity to submit a bid that opportunity.)

Recommendation: I recommend that the Council consider the proposed HVAC Notice to Bidders and authorize its' publication.

THE CITY OF MONTICELLO, IOWA

RESOLUTION #18-__

Resolution to approve publication of Notice to Bidders related to HVAC improvements and repairs at the Monticello Berndes Center

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

WHEREAS, It has been determined by staff, that due to a regularity of problems with HVAC equipment at the Monticello Berndes Center that repairs and/or replacement options should be looked at and considered, and

WHEREAS, City Staff worked with a local contractor, who was hired to investigate necessary repairs to some of the equipment due to an equipment failure, and said contractor identified significant issues related to the installation of the equipment, largely tied to air supply and return, that were likely causes of many failures that have occurred over the years, and

WHEREAS, The contractor recommended, based upon the age and unavailability of parts for the equipment that the HVAC equipment be replaced in its entirety with appropriate modifications to the ducting so that the new equipment would have appropriate air flow, both supply and return, consistent with manufacturer's requirements, and

WHEREAS, The Council finds that repairs and updates to the systems at the Berndes Center are necessary and should be pursued and further finds it appropriate to publish the Notice to Bidders drafted and presented by the City Administrator.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 2nd day of April, 2018, that the proposed Notice to Bidders prepared by the City Administrator related to HVAC system repair and replacement at the Berndes Center is hereby approved and authorized for publication in the Monticello Express with bids being due by no later than April 12, 2017 as noted in the Notice to Bidders.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 2nd day of April, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

**Notice to Bidders
City of Monticello HVAC Project**

The City of Monticello is seeking sealed bids related to an HVAC project at the Monticello Berndes Center. There are two sets of twinned furnaces in the upstairs of the Berndes Center, one set in the west room and one set in the east room. Each set of twinned furnaces is served by two AC units. The project involves the replacement of both sets of furnaces and four AC Evaporator Coils and Condensers. Detailed project specifications may be picked up at Monticello City Hall, Monday – Friday 8 a.m. to 5 p.m. Direct questions to PW Director Brant Lagrange, 319.465.3577. Sealed bids are due on or before noon on April 12, 2017 with work to be completed on or before June 30, 2018.

Monticello Berndes Center HVAC Project Bid Specifications

There are two sets of twinned furnaces in the upstairs of the Berndes Center, one set in the west room and one set in the east room. Each set of twinned furnaces is served by two AC units. The project involves the replacement of both sets of furnaces and four AC Evaporator Coils and Condensers in a fashion that is consistent with the following specifications.

1. Replace two sets of twinned furnaces with new 100,000 BTU furnaces with a minimum efficiency of 95% with twinning kits appropriate to the furnaces.
2. Replace four AC Evaporator Coils and Condensers with five (5) ton 13 seer or better units.
3. Correct, modify, or replace supply plenum to provide manufacturer recommended minimum airflow through the supply and return plenums. (Note: Five ton condensers require that return air be drawn from two sides of the furnace; the existing units only draw air from one side.)
4. Return duct to be designed for 2" filters. The project will include eight filter locations and all filters at the conclusion of the project shall be the same size and allow manufacturer's recommended airflow.
5. Bid to include any and all other required materials, design, labor, and installation.
6. Bid to include the removal and disposal of all replaced, non-functioning, and/or abandoned equipment and/or components as well as all project related debris.
7. Contractor to be licensed and insured, liability and worker's compensation, with proof to be provided to the City prior to acceptance of bid.

Inspection of the premises may be made at any time by stopping at the Monticello Berndes Center and gaining access through Berndes Center staff, Jacob Oswald or Casey Reyner. You may call in advance to ensure that one of them will be present. Direct other questions to PW Director Brant Lagrange or City Administrator Doug Herman at 319.465.3577. Sealed bids are due on or before noon on April 12, 2017 with work to be completed on or before June 30, 2018.

City Council Meeting
Prep. Date: 03/30/18
Preparer: Doug Herman



Agenda Item: # 16
Agenda Date: 04/02/18

Communication Page

Agenda Items Description: Resolution to approve repair to City Water Dpt. Van to be utilized by City Park and Rec. Dpt.

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

Attachments & Enclosures:

Resolution (to be prepared based upon Council direction)

Preliminary Estimate for Repairs

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Berndes Equip. Repair

Synopsis: Consideration of repair or potential sale/trade in of 2005 Ford Econoline Van for Park and Rec. Dpt. use.

Background Information: The Water Dpt. recently acquired a new “van” and the plan or intent was to move their old van to the Parks Dpt. The Parks Dpt. currently has a small Ford pickup that has relatively significant wear and tear but still operates. The van, according to water dpt. staff is mechanically very sound, is in need of cosmetic attention to be presentable moving forward. An estimate to repair the van was received from All Seasons at a cost of \$6,112.91. The repairs include repair to body damage, rust repair, and replacement and reinstallation of some parts.

Our other option is to sell the van and put the proceeds, probably less than \$2,000 or so, with other funds and look for a used vehicle, van or truck, for department use.

Recommendation: I recommend that the Council consider the options, including proposed repairs, and take action deemed appropriate.

ALL SEASONS AUTO BODY
1007 N Cedar St, Monticello, IA 52310
Phone: (319) 465-5255
FAX: (319) 465-6802

Workfile ID: 627cfee9
Federal ID: 81-4617281
State ID: 15-3008012

Preliminary Estimate

Customer: CITY OF MONTICELLO

Job Number:

Written By: Bryan Barnhart

Insured: CITY OF MONTICELLO
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
CITY OF MONTICELLO

Inspection Location:
ALL SEASONS AUTO BODY
1007 N Cedar St
Monticello, IA 52310
Repair Facility
(319) 465-5255 Business

Insurance Company:

VEHICLE

2005 FORD Econoline Cargo E-250 3D VAN 8-4.6L Gasoline EFI WHITE

VIN: 1FTNE24W15HB21405
License: 67178
State:

Interior Color:
Exterior Color: WHITE
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes

SEATS

Bucket Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

Preliminary Estimate

Customer: CITY OF MONTICELLO

Job Number:

2005 FORD Econoline Cargo E-250 3D VAN 8-4.6L Gasoline EFI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	**	Repl A/M Bumper primed	4C2Z17757AAA	1	175.00	1.2	1.0
3		Add for Clear Coat					0.4
4		FENDER					
5	**	Repl A/M CAPA LT Fender	7C2Z16006A	1	186.00	1.8	2.0
6		Add for Clear Coat					0.8
7		Add for Edging					0.5
8	#	Repl Lft Rocker Pnl		1	177.00	6.0	
9	#	Repl Lft Side Pnl Lower		1	243.00	6.5	
10	#	Repl Rt Side Pnl Lower		1	268.00	6.5	
11	#	Refn Left Side Pnl Lower					6.0
12	#	Refn Rt Side Pnl Lower					4.0
13		DOOR					
14	*	Rpr LT Door shell sail mounted mirror				<u>2.5</u>	2.5
15		Overlap Major Adj. Panel					-0.4
16		Add for Clear Coat					0.4
17	#	Refn Add For Inner Lower Door					1.0
18	*	Rpr RT Door shell sail mounted mirror				<u>2.0</u>	2.5
19		Overlap Major Non-Adj. Panel					-0.2
20		Add for Clear Coat					0.5
21	#	Rpr Rt Rocker Pnl				2.0	
22	#	Refn Rt Rocker Pnl					2.0
23		REAR LAMPS					
24	R&I	LT Combo lamp assy				0.4	
25	R&I	RT Combo lamp assy				0.4	
26		REAR BUMPER					
27		O/H rear bumper				0.7	
28	**	Repl A/M CAPA Bumper primed	7C2Z17906EPTM	1	176.00	Incl.	1.0
29		Add for Clear Coat					0.4
30	#	Repl Cavity Wax		1	10.00	0.2	
31	**	Refn A/M Feather Prime & Block					2.0
32	#	Subl Hazardous waste removal		1	4.00 T		
33	#	Repl Cover Car		1	10.00	0.2	
SUBTOTALS					1,249.00	30.4	26.4

Preliminary Estimate

Customer: CITY OF MONTICELLO

Job Number:

2005 FORD Econoline Cargo E-250 3D VAN 8-4.6L Gasoline EFI WHITE

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,245.00
Body Labor	30.4 hrs @	\$ 60.00 /hr	1,824.00
Paint Labor	26.4 hrs @	\$ 60.00 /hr	1,584.00
Paint Supplies	26.4 hrs @	\$ 40.00 /hr	1,056.00
Miscellaneous			4.00
Subtotal			5,713.00
Sales Tax	\$ 5,713.00 @	7.0000 %	399.91
Grand Total			6,112.91
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			6,112.91

LIMITED LIFETIME WARRANTY ON REPAIRS PERFORMED BY ALL SEASONS AUTO BODY.

PARTS WARRANTY 1 YEAR UNLESS MORE OR LESS BY MFG.

NO WARRANTY FROM ALL SEASONS AUTO BODY ON USED OT AFTERMARKET PARTS.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

City Council Meeting
Prep. Date: 03/16/18
Preparer: Doug Herman



Agenda Item: 17
Agenda Date: 03/19/2018

Communication Page

Agenda Items Description: Ordinance Re-Zoning Accent Construction property located on N. Chestnut Street between 424 N. Chestnut Street to the north and 402 N. Chestnut Street to the south from R-1 to C-1. (3rd Reading)

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

Attachments & Enclosures:

Ordinance
Aerial (See Aerial attached to prior agenda item)

Fiscal Impact:

Budget Line Item:	n/a
Budget Summary:	n/a
Expenditure:	n/a
Revenue:	n/a

Synopsis: Accent Construction requests re-zoning of lot currently zoned R-1 but utilized as C-1 property

Background Information: The lot in question was made part of a recently approved Plat of Survey (Parcel 2017-43). Most of that Parcel is zoned C-1 with the exception of this lot which is zoned R-1, but used for access to the C-1 portions of 2017-43. (Note: Parcel 2017-43 has not yet been recorded and will need to be given a new 2018 number before it may be recorded. I am not sure why the survey has not yet been recorded.)

The P & Z considered the request to re-zone and recommended that the property be re-zoned with the understanding that the lot cannot be developed as a C-1 use, merely used for access / driveway purpose to the balance of Parcel 2017-43.

No public comments have been received in opposition of this proposal so long as an agreement accompanies the zoning change that no structures may be built on this lot.

Staff Recommendation: I recommend that the Council consider the third reading of the proposed Ordinance to change the zoning from R-1 to C-1, subject to the approval of the aforementioned agreement.

Preparer: Doug Herman, Monticello City Admin. 200 E. 1st St., Monticello, IA 52310; 319.465.6435
Return to: Doug Herman, Monticello City Admin. 200 E. 1st St., Monticello, IA 52310

Amendment to Ordinance recorded as document _____, recorded date _____

ORDINANCE NO. ____

An Ordinance amending the Monticello Code of Ordinances, by amending Chapter 165 "ZONING REGULATIONS" of certain property located within the City Limits of the City of Monticello, same being generally described as the vacant lot between 424 N. Chestnut Street to the north and 402 N. Chestnut Street to the south, Monticello, IA 52310, legally described as set forth below, and amending the Official Zoning Map.

Legal Description: Lot 244 of Railroad Addition, City of Monticello, State of Iowa.

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

A. Zoning Classification:

That the Zoning Classification for the above-described property shall be hereby amended from its' present designation of R-1, Single Family Residential to C-1 General Commercial.

B. Repealer:

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

C. Severability:

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

D. Effective Date

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

1st reading passed by the Council on this
2nd reading passed by the Council on this
3rd reading passed by the Council on this

Brian Wolken, Mayor

Attest:



Sally Hinrichsen, City Clerk



Overview



Legend

-  Parcels
-  Cartography
-  Major Roads

Parcel ID	0221435002	Alternate ID	0221400	Owner Address	ADMINISTRATIVE SERVICES OF JONES COUNTY
Sec/Twp/Rng	n/a	Class	EX		200 PLASTIC LN
Property Address	INDUSTRIAL PARK	Acres	n/a		MONTICELLO IA 52049-0470
District	MONTICELLO				
Brief Tax Description	INDUSTRIAL PARK AND DEVELOPMENT 1 (Note: Not to be used in legal documents)				

Account Lot:
R-1 to C-1

THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREIN, EITHER EXPRESSED OR IMPLIED BY JONES COUNTY OR ITS EMPLOYEES. THIS MAP IS COMPILED FROM OFFICIAL RECORDS, INCLUDING PLATS, SURVEYS, RECORDED DEEDS, AND CONTRACTS, AND ONLY CONTAINS INFORMATION REQUIRED FOR LOCAL GOVERNMENT PURPOSES. SEE THE RECORDED DOCUMENTS FOR MORE DETAILED LEGAL INFORMATION.

Date created: 3/1/2018
Last Data Uploaded: 2/28/2018 5:37:01 PM

 **Developed by**
The Schneider Corporation

City Council Meeting
Prep. Date: 03/30/18
Preparer: Doug Herman



Agenda Item: # 18
Agenda Date: 04/02/18

Communication Page

Agenda Items Description: Ordinance amending Code Section 165.42 Re: Nonconforming Buildings and Structures

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

Attachments & Enclosures:

Ordinance

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Approval of Amendment to Chapter 165.42, Code of Ordinances, Re: Non-conforming buildings and structures.

The Council directed me to prepare an amendment to the Code to clarify that adding structures to a site on which a non-conforming structure already existed was not permitted a couple meetings back.

Background Information: Discussions center around the ability of a non-conforming property owner to add to a non-conforming property, either by direct addition to the non-conforming structure or by the addition of a detached structure where the detached structure conforms but the primary structure does not.

The Council approved the first reading of an Ordinance to clarify the existing code which would allow the construction of a conforming accessory building on a lot on which the primary structure is non-conforming while prohibiting the construction of any additional buildings on a lot where the nonconforming structure is not only nonconforming but lies partially on the property of another.

Another issue with this Code Section has been identified and may justify additional amendments. The current Code states:

165.42(1)(A) "It is the intent of this Ordinance to permit these non-conformities to continue until they are removed or abandoned, but not to encourage their survival. It is the further intent of this Ordinance that **non-conformities shall not be enlarged upon, expanded or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.**

Later, at 165.42(12) the Code states:

165.42(2) A non-conforming building or structure shall not be added to or enlarged in any manner unless said building or structure including additional enlargements is made to conform to all the regulations of the District in which it is located; provided, however, that if a building or structure is conforming as to its use, but non-conforming as to yard or height or off-street parking space, said building or structure **may be enlarged or added to provided that the enlargement or additions complies with the yard and height and off-street parking requirement of the District in which said building or structure is located.**

I believe these provisions are conflicting. 165.42(1)(A) makes a clear statement that non-conforming properties should not be enlarged. Section 165.42(2) could be read to suggest that a non-conforming structure (not non-conforming as to use) can in fact be enlarged upon so long as the addition or enlargement complies. This suggests that one could have a non-conforming structure, say it is built 1' off the ROW instead of 8' as required, and the owner would be permitted to add onto the structure so long as the addition met the 8' setback. Keep in mind, when measuring setback compliance the City measures from the foundation of the structure closest to the ROW. So, while the addition may be conforming if it stood alone, the structure as a whole would continue to be non-conforming and the allowance of the addition would appear to be in conflict with the provisions of 165.42(1)(A) where it states that non-conformities are not to be enlarged upon, expanded or extended.

Recommendation: I recommend that the Council consider the approval of the 2nd reading of the Ordinance and also consider adding to the 2nd reading the deletion of that portion of 165.42(2) that states as follows:

provided, however, that if a building or structure is conforming as to its use, but non-conforming as to yard or height or off-street parking space, said building or structure may be enlarged or added to provided that the enlargement or additions complies with the yard and height and off-street parking requirement of the District in which said building or structure is located.

Amendment to Ordinance recorded as document _____, recorded date _____

ORDINANCE NO. ____

An Ordinance Amending Chapter 165.42, Zoning Regulations, Monticello Code, by Amending Provisions Pertaining to Nonconforming Buildings and Structures

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

Section 1: Chapter 165, Subsection 42(2) (165.42(2)) currently reads as follows:

165.42 Nonconforming Buildings and Structures

2. Alteration or Enlargement of Building and Structures. A non-conforming building or structure shall not be added to or enlarged in any manner unless said building or structure including additions and enlargements, is made to conform to all the regulations of the District in which it is located; provided, however, that if a building or structure is conforming as to its use, but non-conforming as to yards or height or off-street parking space, said building or structure may be enlarged or added to provided that the enlargement or addition complies with the yard and height and off-street parking requirements of the District in which said building or structure is located. No non-conforming building or structure shall be moved in whole or in part to another location on the lot unless every portion of said building or structure is made to conform to all of the regulations of the District in which it is located.

Section 2: Chapter 165, Subsection 42(2) (165.42(2)) shall be amended to read as follows:

165.42 Nonconforming Buildings and Structures

2. Alteration or Enlargement of Buildings and Structures. A non-conforming building or structure shall not be added to or enlarged in any manner, *whether said additions or enlargements are attached or detached, if said building or structure is located partially outside the boundaries of the owner's property unless said building or structure including additions and enlargements, is made to conform to all the regulations of the District in which it is located. However, if said building or structure is conforming as to its use, but non-conforming as to yard, height, off-street parking or other requirement of the Code, and said building or structure is located wholly within the bounds of owner's property, said building or structure may be enlarged or added to provided that the enlargement or addition complies with the yard, height off-street parking and/or other requirement of the Code, of the District in which said building or*

structure is located. No non-conforming building or structure shall be moved in whole or in part to another location on the lot unless every portion of said building or structure is made to conform to all of the regulations of the District in which it is located. No non-conforming building or structure shall be moved in whole or in part to another location on the lot unless every portion of said building or structure is made to conform to all of the regulations of the District in which it is located.

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.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

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

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 03/30/18
Preparer: Doug Herman



Agenda Item: # 19
Agenda Date: 04/02/18

Communication Page

Agenda Items Description: Ordinance to approve amendment to Chapter 35.07 with regard to Police Chief Residency requirements.

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

Attachments & Enclosures:

Ordinance
Chief Smith Letter

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Police Chief Ordinance requires residency within City limits during employ with the City. Chief Smith requests allowance to live outside the City limits.

Background Information: The Ordinance associated with the operation of the Police Department, Chapter 35, currently requires the Police Chief to live in the City limits. As explained in Chief Smith's letter he would like permission to live outside the City limits.

I believe the Ordinance was drafted to ensure that the Police Chief have a stake in the community and to also ensure that, from a Public Safety standpoint, the Chief and officers live relatively close to the community from a response standpoint. The Council recently approve a Resolution to allow officers to live as far away from the Community as 20 miles.

There are many language considerations and I have proposed that the Ordinance be drafted in a manner that covers Chief Smith's situation. If and when a new Chief was to be hired the Council could, at that point in time, consider appropriate modifications to the Ordinance.

Chief Smith proposes to live approx. two miles outside the City limits. For that reason I have drafted a proposed Ordinance to allow the Chief to live within five (5) miles of the City limits. Another option would be to take out any limit while a third option would be to require residence within the School District boundaries.

Recommendation: I recommend that the Council consider the proposed Ordinance and take action accordingly.

ORDINANCE NO. _____

An Ordinance Amending Chapter 35 Police Department, Monticello Code, by Amending Provisions Pertaining to Police Chief Residency Requirements

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

SECTION 1: Section 35.07 Duties Generally, subsection 3 currently reads as follows:

3. Residency Requirement. Within 90 days of employment as Police Chief, the Police Chief shall become a resident of the City and continued residency in the City is a requirement for continued employment as Chief of Police

Section 2: Section 35.07 Duties Generally, subsection 3, as shown above shall be amended to read as follows:

3. Residency Requirement. Within 90 days of employment as Police Chief, the Police Chief shall reside within five (5) miles of the Monticello city limits and continued residency within a five (5) miles of the Monticello city limits is a requirement for continued employment as Chief of Police

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

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

1st reading passed by the Council on this
2nd reading passed by the Council on this
3rd reading passed by the Council on this

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance # _____ was published in the Monticello Express on the _____ day of _____, 2018.

Signed and dated this _____ day of _____, 2018.

Sally Hinrichsen, City Clerk



201 E. South Street
Monticello, IA 52310
(319) 465-3526
Fax (319) 465-4681

From the Office of:

Chief of Police

Britt D. Smith

March 23rd, 2018

Mayor and City Council:

Last year Mikinzie and I purchased a parcel of timber north of Monticello with the thought that at some point down the road we would build a home on it. This had been a 10 year plan and currently serves as an escape for us to enjoy the outdoors. But recently a home has come up for sale on an adjoining parcel and after some consideration we would like the opportunity to submit an offer to purchase the home. Currently within the Monticello Code of Ordinances the Police Chief shall reside within the City Limits of Monticello during the term of employment. I am inquiring and requesting that the City Council consider amending the ordinance to permit the Police Chief's residency to be outside the city limits. This property is located 2 miles from the City Limits of Monticello off of 150th Avenue in the Tuetken Addition. (Turn Left at C&L Dryer proceed 1 mile to Tuetken Lane). This location does still provide me with an opportunity to respond to an emergency while at home in a very short amount of time.

While timing of this possibility has not come within our plan, this would be a great opportunity for our family and provide us with the type of living environment we would want long term, while still allowing us to be as close to Monticello as possible.

Even in town, I have not been taking a patrol vehicle home with me and parking it in my driveway. I have been driving my personal vehicle to the office each day which allows me to leave my patrol vehicle in the protected garage stall at the Monticello Emergency Response Center and not unnecessarily subjecting it to the elements. Therefore, this relocation would not involve the driving of a City vehicle outside of City limits on a daily basis. With that said, I would like the ability to take my patrol vehicle home if special circumstances arise which would in no event be on a regularly occurring basis.

I would greatly appreciate your consideration and if you have any questions, don't hesitate to call me.

Sincerely,

Britt

City Council Meeting
Prep. Date: 03/30/18
Preparer: Doug Herman



Agenda Item: # 20
Agenda Date: 04/02/18

Communication Page

Agenda Items Description: Ordinance to approve amendment to Chapter 21.04 with regard to City Administrator Residency requirements.

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

Attachments & Enclosures:

Ordinance
Administrator Herman letter to Council

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: City Administrator Ordinance requires residency within City limits during employ with the City. Administrator Herman requests allowance to live outside the City limits.

Background Information: The City Administrator Ordinance, Chapter 21, currently requires the City Administrator to reside within the City limits unless otherwise stated in contract. As previously explained to the Council by Administrator Herman he has property in Monticello and outside Monticello and will be residing at both locations, but likely more at the out of town location.

I believe the Ordinance was drafted to ensure that the City Administrator has a stake in the community. There are many language considerations and I have proposed that the Ordinance be drafted in a manner that moves any residency requirements to the employment agreement between the City and the City Admin. If and when the City is hiring a new City Admin. a decision can be made to require the City Admin. to live within the City limits for a period of time if the Council finds that appropriate.

In my case, I have owned many properties in town and continue to do so. I have made a commitment to the community and the residency requirement is not needed to ensure that connection and commitment like it might be for a new administrator from outside the area.

Recommendation: I recommend that the Council consider the proposed Ordinance and take action accordingly.

ORDINANCE NO. _____

An Ordinance Amending Chapter 21 City Administrator, Monticello Code, by Amending Provisions Pertaining to City Administrator Residency Requirements

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

SECTION 1: Section 21.04 Residency Requirements currently reads as follows:

3. Residency Requirement. Within 90 days of employment as City Administrator, the City Administrator shall become a resident of the City and continued residency in the City is a requirement for continued employment, or as stated in contract.

Section 2: Section 21.04 Residency Requirement as shown above shall be amended to read as follows:

3. Residency Requirement. Any residency requirements or restrictions, related to the position of City Administrator, shall be agreed upon by the City Council and the City Administrator and included within the City Administrator's Employment Agreement as may be amended from time to time.

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

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

1st reading passed by the Council on this
2nd reading passed by the Council on this
3rd reading passed by the Council on this

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance # _____ was published in the Monticello Express on the _____ day of _____, 2018.

Signed and dated this _____ day of _____, 2018.

Sally Hinrichsen, City Clerk

To: Mayor and Council

From: Doug Herman

Re: Residency

Date: September 5, 2017

Mayor and Council:

At the end of 2016 my wife and I sold the Java Jones building to Kim Kramer. Since that point in time we have been renting our "apartment" and the area utilized by Java Jones. On August 14th we turned over ownership of Java Jones to the new owners, Lisa Monk and her daughter Ashley Zumbach. While we continue to live upstairs we have no continuing ownership or obligations with regard to Java Jones.

Kim Kramer was approached by a potential new tenant for our apartment area and they desired to move in on or about November 1, 2017. Because this new tenant would be a great long term tenant for Kim we agreed to find a new home. We were planning to look for a smaller place, just not that soon, as we no longer needed that large a place with all of our kids now out of high school.

We have come up with what I think to be a good solution to our needs. We have purchased the property located at 709 John Drive. (The prior home of Culligan Total Water.) That building will provide a great place for me to store my "stuff", have a workshop, and a one bedroom apartment. (It currently has some office space and a bathroom that I will modify and then add a bedroom.) The building has some needs that include exterior clean up and the removal of the Culligan signs and I will take steps to get that done this fall. I also plan to market a couple building lots next to the building, the total site being approximately three (3) acres. This will be the 6th commercial style building in the area to include a living quarters. The building will continue to have the same footprint at this time and for the foreseeable future and will continue to look like and have its' primary use commercial in nature. (I plan to rent space for winter storage of boats, cars, etc.)

We also own a property in Delhi. We will I am sure spend more time in Delhi with all of the kids now out of High School. We have no plan to stay in Delhi or in Monticello a certain number of nights per week, it will depend on time of year, weather, meeting and social schedules, but we will be staying in both locations.

We also continue to own the building in which the Jitney is located. Living in one of the upstairs apartments was also an option, but I have two good tenants and didn't want to displace them.

My contract does not include a residency requirement but Chapter 21 of our Code does, stating as follows: "Within 90 days of employment as City Administrator, the City Administrator shall become a

resident of the City and continued residency in the City is a requirement for continued employment, or as stated in contract.”

We have raised our family here and have lived here for over 24 years; this is our home. Leann and I both work in the community and are committed to Monticello. Please let me know if you have any questions or concerns with our planned living arrangements.

Sincerely yours,

**Douglas D. Herman
Monticello City Administrator**

City Council Meeting
Prep. Date: 03/30/18
Preparer: Doug Herman



Agenda Item: Reports
Agenda Date: 04/02/2018

Communication Page

Agenda Items Description: Misc. Reports

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

Attachments & Enclosures:

Band Parent e-mail
Fountain Committee notes
Current City/County Agrmt. And Proposed

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Reports / Potential Action:

- Property Update, 103 W. 1st Street: We are moving forward with taking title and will also move forward with an asbestos inspection.
- Band Parent Request: Request by band parents to paint Panther type logo on business sidewalks in town as fundraiser. Code doesn't speak to this request. Considerations include the size, general appearance, wearing or fading of paint, etc. Is this something the Council is supportive of? (Seems there are other entities selling placards for business windows with school support messages already?) Any new thoughts?
- Storm Sewer caving in by ditch on S. Cedar Street. Brant will provide repair cost estimate.
- Hotel / Motel Tax. Council supportive of moving towards 7% tax. Will require a Resolution and then a vote. (Would talk to Janine about election options, whether we can add it to non-City election or not.)
- Building Permit Application versus Permit fees. I would like to implement a minimum permit application fee that is non-refundable. If the permit is approved the balance of the permit fee would then be due.
- City Fountain update. See Casey Reyner's meeting notes
- Project AWARE, a Maquoketa River clean up project, is scheduled for this summer. I will provide an update.
- City / County Maintenance Agreement update. We have an agreement in place, County Engineer seeking changes. Current agreement attached hereto as well as his requested changes.

Doug Herman

From: Diane Temple <templefamilyiowa@gmail.com>
Sent: Saturday, March 03, 2018 8:25 AM
To: Doug Herman
Subject: Re: Emblems

- > Fundraiser? Yes, for the Band Parents
- > Temporary? We use traffic marking paint. It's as temporary/permanent as lines in a parking lot.
- > Size? 2'x3'
- > Consistent look? Yes
- > Has this been done elsewhere? Anamosa and Center Point around here for sure. Dallas Center and Grimes

Thank you for checking on it!

- >
- > Thanks
- >
- > Doug
- >
- > Sent from my iPhone
- >
- >> On Mar 2, 2018, at 6:41 PM, Diane Temple <templefamilyiowa@gmail.com> wrote:
- >>
- >> Can businesses have a Monticello M and paw print painted on the sidewalk in front of their business? Thanks!
- >>
- >> D Temple

2018.03.26

In attendance: Casey Reyner, Marilyn Schneiderman, Marla Walters, & Jared Lasley.

Lasley presented the pump and lighting options he and Iben had discussed.

The pump (\$2600, parts only) is the closest they could find to the previous fountain spray shape. It is a floating pump which will be removed and stored in the months during which the fountain does not function.

Two lighting options were proposed. The first is very basic, 4 lamps, white light, with on/off control only for \$2000 (parts only). The heads would be placed in close proximity to the pump. The junction box for this setup could be placed on the backside of the wall as was previously done. The second option presented was much more elaborate. It includes eight ZDC heads, they are color changing and programmable (\$8200, parts only). Four would be placed in close proximity to the fountain as the first option, and the other four would be placed closer to the outer rim of the pool. This option also includes 16 under rim wall lights which would be mounted under the lip of the exterior wall and illuminate the wall. They are also color changing and programmable. This option would need a shelter to house the control box. In both options, like the fountain pump, the lamps from within the pool can be removed and stored during the off season.

A shelter/shed was discussed which would house the lighting control box and double as a storage shed for the hose and other equipment used by the Garden Club. It was suggested to talk with Spahn & Rose to inquire if the high school still builds sheds for them in the spring and using one of these for this purpose.

Reyner reached out to Mark Bader for an estimate for total and partial reconstruction and repair of the fountain wall. Total \$10,500, partial \$5,250. These are just rough estimates for our planning consideration. If this is something the group would like to pursue Mr. Bader could give a more detailed estimate.

The next meeting has been scheduled for April, 11 at 5PM.

2018.02.28

Present at the meeting: Casey Reyner, Marilyn Schneiderman, Marla Walters, Jared Lasley, and Josh Iben.

Reyner and Lasley visited the fountain earlier in the day to assess the electrical needs of the project. Iben presented some possibilities for the fountain as we discussed at the last meeting, approx. \$35,000.

The consensus of the group is to try to save the current pool wall. In order to do this the interior of the pool will need to be excavated and a new footing, floor, and support wall will be poured within the existing wall. The group is leaning towards the use of a floating pump which can be removed and stored in the winter months. The idea is to have a shallow pond to reduce the amount of water needed and used.

Reyner is researching quotes on tuck pointing and potential reconstruction of the current wall for comparison.

The suggestion was made to construct a small shed to house the electrical box. The shed could double as storage for the garden club.

In general, the group would like to see the design of the fountain remain very similar to the existing fountain, though modernized for efficiency. Everyone is curious if there is a budget for the project.

Next meeting is scheduled for 2018.03.26.

2017.12.13 Fountain Meeting Summary

Committee Members Present: Casey Reyner, Diana Stadtmueller, Marla Walters, Jared Lasley, and Josh Iben.

Reyner gave a brief history of the current fountain. Originally constructed in 1953 and located at the city park/fair grounds. Then moved to the current location in 1956. Then covered the existing proposals for the fountain.

A. Smaller fountain than existing but similar style, new wall creating smaller pond, flower bed in new outer ring.

B. Install 3-tiered fountain similar to pocket park, new wall creating smaller pond, flower bed in new outer ring.

C. Do nothing, inspect and repair existing fountain.

Stadtmueller expressed opposition to the proposed 3-tier fountain similar to the one in the pocket park. Iben pointed out that any type of fountain could be placed in the spot.

It was explained that we are not limited to these options, and everything is open to discussion.

It was discussed that the current pool is definitely leaking while there may be additional leaks in the plumbing feeding the fountain. Iben described the minimum construction required to ensure a functional pool and keeping the existing exterior wall. Excavating the existing bottom of the pool, installing a frost footing directly behind the existing wall and pouring a new bottom. Then installing an adequate liner.

The consensus was also that all related infrastructure, pumps, pit, and plumbing should be updated with the project. It would be a shame to do all this work and realize issues were not addressed.

Concerns were raised about the legality and liability of a standing water pool. The maximum depth and required height of the barrier walls or fencing. Reyner will be following up and researching the regulations regarding this.

Iben raised the idea of another proposal which was sketched up which eliminated the pool and created a multi-tiered structure with planting beds and a central fountain. The group agreed that the pool was not critical to the design of the fountain.

In regards to the care of the flower beds, Walters said that the Federated Garden Club would not be interesting in taking on the additional responsibility. The idea was introduced about working with the FFA and high school agriculture department to possibly raise and plant the flowers for volunteer silvers service hours with the garden club. The option also exists to contract it out to a landscaping company.

The discussion was expanded beyond the fountain to include the surrounding area. A previous group had looking into a complete reconstruction of the entire area, adding sidewalks and seating. The group was in favor of additional landscaping and hardscaping if additional funds could be found. But were worried excessive development would hinder the effort for public support. If designs included the surrounding area in addition to the fountain the project could be approached in stages if necessary.

Lasley will be going do to inspect the current electrical at the fountain but everyone agreed that the lighting should no longer be submerged in the pool.

In summary, the group is leaning towards preserving the existing outer wall of the pool while replacing the interior of the structure and reinforcing it. Eliminating the standing water pool to reduce water usage and any potential legal and safety risks. Iben and Lasley will be generating some examples based on the discussion and presenting options for different fountain structures, waterfalls and jets and pump and lighting options. The group will meet again in mid-February.



City of Monticello and Jones County Winter Maintenance Agreement

Purpose

This written agreement made and entered into by and between the City of Monticello, Iowa, and Jones County, Iowa, for the purpose of exchanging winter maintenance responsibilities on certain routes along, around and within the City of Monticello's Corporation Limits to make more efficient use of services provided.

Definitions

City Limits refers to the City of Monticello Corporation Limits.

Routine Maintenance includes application of granular materials, blading of granular surfaces, roadside mowing and herbicide applications, and repair or replacement of traffic control devices.

Special Maintenance is any maintenance not specifically listed within Routine or Winter Maintenance such as maintenance of drainage structures.

Winter Maintenance is the clearance of snow or ice during the winter months by means of blading, sanding, salting and other maintenance.

Jones County Responsibility

Jones County shall be responsible for winter maintenance on 3.96 lane miles of the following City and/or shared routes (see attached map):

1. A portion of AMBER RD (CO RD X44) from the City Limits north to 190TH ST.
2. A portion a 190TH ST from AMBER RD (CO RD X44) east to the City Limits.
3. A portion of CO RD E16 from the City Limits east to Business 151 (S).
4. A portion of CO RD D62 from the City Limits east to DANA AVE.
5. A portion of River Road west of Business 151 (N) within the City Limits.

Jones County shall be responsible for routine maintenance on 1.71 lane miles of the following City and/or shared routes (see attached map):

2. A portion of 190TH ST from AMBER RD (CO RD X44) east to the City Limits.

Any special maintenance required on the above mentioned roadway will need to be completed under a separate Roadway Maintenance Agreement.

City of Monticello Responsibility

The City of Monticello shall be responsible for winter maintenance on 3.34 lane miles of the following County and/or shared routes (see attached map):

6. A portion of Business 151 from 190TH ST (south of HWY 151 overpass) north to RIVER RD.
7. A portion of RIVER RD from Business 151 (N) east to Monticello-Maquoketa Dam.
8. A portion of 11TH ST from HARDSCRABBLE RD east to the City Limits.
9. A portion of HARDSCRABBLE RD from 11TH ST north and west to the east drive into the Maquoketa Heights Subdivision.

The City of Monticello shall be responsible for reimbursing the Jones County Secondary Road Department for Contract Rock purchased on 190TH ST from AMBER RD (CO RD X44) east to HWY 38. Rock shall be purchased biennially and an invoice will be sent to the City of Monticello upon its completion.

Liability

Nothing within the context of this Agreement shall be construed to transfer any liability from one jurisdiction to the other.

Severability Clause


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

Term

This is a perpetual Agreement and shall take effect upon approval by both parties. It is also understood and agreed that the right is reserved by both parties to review, adjust, or terminate this Agreement at any time, provided however that written notice be given either party at least thirty days prior to such review, adjustment, or termination.

RECOMMENDED FOR APPROVAL:

City of Monticello, Iowa

BY: 
Dena Himes, Mayor

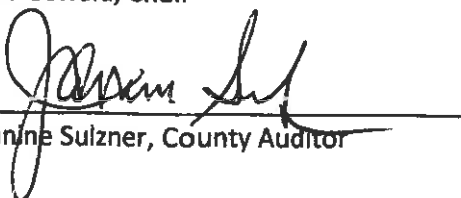
DATE: 4-4-, 2016

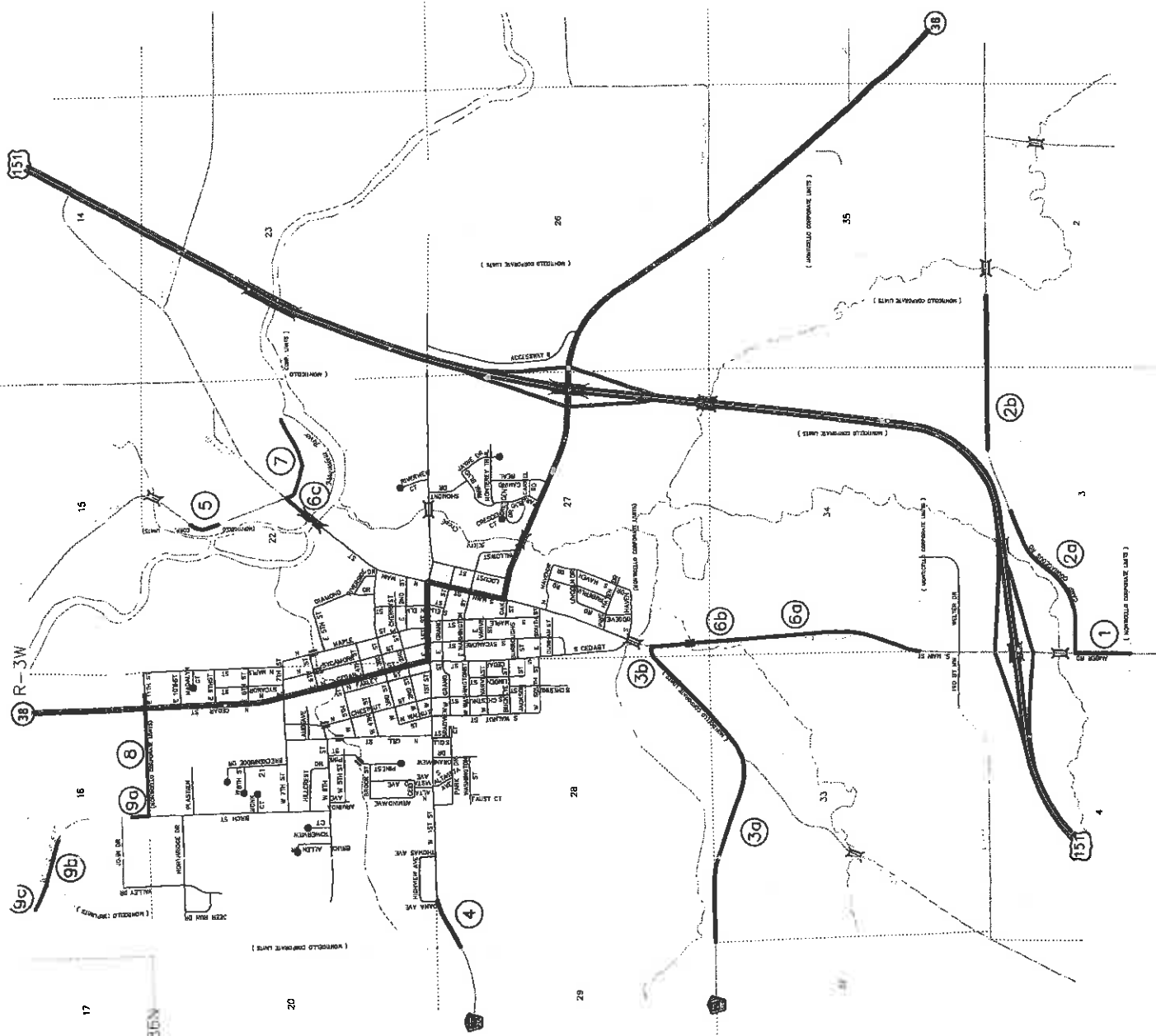
ATTEST: 
Sally Hinrichsen, City Clerk

Jones County, Iowa

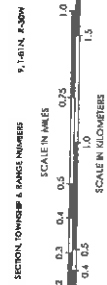
BY: 
Joe Oswald, Chair

DATE: 3-22-16, 2016

ATTEST: 
Janine Sulzner, County Auditor



LEGEND
 JONES COUNTY WINTER MAINTENANCE ROUTE
 CITY OF MONTICELLO WINTER MAINTENANCE ROUTE



**HIGHWAY AND STREET MAP
 OF**

**MONTICELLO
 OF
 IOWA**

PREPARED BY
 IOWA DEPARTMENT OF TRANSPORTATION
 PLANNING, PROGRAMMING, AND MODAL DIVISION
 OFFICE OF TRANSPORTATION DATA
 IN COOPERATION WITH
 PHONE (515) 281-1200

UNITED STATES DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION

JONES CO RESPONSIBILITY					
ROAD NO.	DESCRIPTION	LANES	LENGTH (LF)	LANE MILES	CUM. LENGTH
1	CO RD X44	2	1044	0.40	0.40
2a	190TH ST	2	3078	1.17	1.56
2b	190TH ST	1	2865	0.50	2.06
3a	CO RD E16	1	5593	1.06	3.12
3b	CO RD E16	2	589	0.22	3.34
4	CO RD D62	2	968	0.37	3.71
5	RIVER RD	2	558	0.21	3.92

CITY OF MONTICELLO RESPONSIBILITY					
ROAD NO.	DESCRIPTION	LANES	LENGTH (LF)	LANE MILES	CUM. LENGTH
6a	BUSINESS 151 (S)	2	3431	1.30	1.30
6b	BUSINESS 151 (S)	1	1750	0.35	1.65
6c	BUSINESS 151 (N)	2	718	0.27	1.92
7	RIVER RD	2	1674	0.65	2.57
8	11TH ST	1	2260	0.45	3.02
9a	HARDSCRABBLE RD	2	322	0.12	3.14
9b	HARDSCRABBLE RD	1	836	0.16	3.30
9c	HARDSCRABBLE RD	2	257	0.10	3.40

Proposed

City of Monticello and Jones County Maintenance Agreement

Purpose

This written agreement made and entered into by and between the City of Monticello, Iowa, and Jones County, Iowa, for the purpose of exchanging maintenance responsibilities on certain routes along, around and within the City of Monticello's Corporation Limits to make more efficient use of services provided.

Definitions

City Limits refers to the City of Monticello Corporation Limits.

Routine Maintenance includes blading of granular surfaces, roadside mowing and herbicide applications.

Special Maintenance is any maintenance not specifically listed within Routine or Winter Maintenance such as maintenance of drainage structures.

Winter Maintenance is the clearance of snow or ice during the winter months by means of blading, sanding, salting and other maintenance.

Jones County Responsibility

Jones County shall be responsible for winter maintenance on 4.35 lane miles of the following City and/or shared routes (see attached Exhibit Map and spreadsheet):

1. A portion of AMBER RD from the City Limits north to 190TH ST.
2. Portions of 190TH ST within the City Limits.
3. A portion of CO RD E16 from the City Limits east to S MAIN ST.
4. A portion of SHOVER DR from HWY 38 north to the City Limits.
5. A portion of CO RD D62 from the City Limits east to DANA AVE.
6. A portion of RIVER RD west of BUS 151 N within the City Limits.

Jones County shall be responsible for routine maintenance on 2.30 lane miles of the following City and/or shared routes (see attached Exhibit Map and spreadsheet):

2. Portions of 190TH ST within the City Limits.
4. A portion of SHOVER DR from HWY 38 north to the City Limits.
6. A portion of RIVER RD west of BUS 151 N within the City Limits.

Any special maintenance required on the above mentioned roadways will need to be completed under a separate agreement.

City of Monticello Responsibility

The City of Monticello shall be responsible for winter maintenance on 3.71 lane miles of the following County and/or shared routes (see attached Exhibit Map and spreadsheet):

7. A portion of 190TH ST west of S MAIN ST west to the end of the hard surfaced roadway.
8. A portion of S MAIN ST from north of 190TH ST to south of CO RD E16.
9. A portion of BUS 151 N from the City Limits to RIVER RD.
10. A portion of RIVER RD from BUS 151 N east to termini of Jones County roadway.
11. Portions of 11TH ST within Jones County.
12. A portion of HARDSCRABBLE RD from 11TH ST north and west to the west drive into the Maquoketa Heights Subdivision.

The City of Monticello shall be responsible for reimbursing the Jones County Secondary Road Department for Contract Rock purchased on 190TH ST from AMBER RD east to HWY 38. Rock shall be purchased biennially and an invoice will be sent to the City of Monticello upon its completion.

Liability

Nothing within the context of this Agreement shall be construed to transfer any liability from one jurisdiction to the other.

Severability Clause

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

Term

This is a perpetual Agreement and shall take effect upon approval by both parties. It is also understood and agreed that the right is reserved by both parties to review, adjust, or terminate this Agreement at any time, provided however that written notice be given either party at least thirty days prior to such review, adjustment, or termination.

RECOMMENDED FOR APPROVAL:

City of Monticello, Iowa

BY: _____
Dena Himes, Mayor

DATE: _____, 2018

ATTEST: _____
Sally Hinrichsen, City Clerk

Jones County, Iowa

BY: _____
Lloyd Eaken, Chair

DATE: _____, 2018

ATTEST: _____
Janine Sulzner, County Auditor

Doug Herman

From: Derek Snead, Jones County Engineer <derek-snead@co.jones.ia.us>
Sent: Wednesday, February 14, 2018 2:07 PM
To: Doug Herman
Cc: Mark Stoneking; Todd Postel, Assistant to Engineer
Subject: RE: Roadway Agreement
Attachments: AGMT_Monti.docx; CNTY I CITY _BKDN.xlsm; Exhibit Map.pdf

Doug,

I reviewed the Maintenance Agreement and have updated the map/spreadsheet to reflect your comments below. I have also amended some of the language in the agreement as follows:

- Changed Agreement from Winter to Maintenance Agreement as some of the work described takes place on a yearly basis as opposed to just during the winter.
- Removed application of granular materials and repair or replacement of traffic control devices within the definition of routine maintenance. As we discussed previously, 190TH ST has drainage issues that need to be addressed. Without proper drainage adding spot rock to 190TH ST is only a very temporary fix to a bigger problem. If the drainage issues were corrected we could revisit that part of the Agreement. County operators shall continue to blade the roads after the City of Monticello has placed the rock on the roadway. We also feel that the signs within the City Limits should be the responsibility of the City.

I did not change any of the section regarding the Term of the Agreement. I will leave that part up to you.

Also, it is my understanding that RIVER RD down to the dam is not being cleared off by the City as it is written in the Agreement. Could you confirm that with your superintendent and correct the issue as soon as possible.

I have attached a revised Agreement along with an Exhibit Map and spreadsheet for your review. Obviously everything will need to be cleared through each board/council prior to moving forward.

As you have previously stated, contract rock season is right around the corner so we should get this taken care of in the not too distant future.

Derek Snead, Jones County Engineer

From: Doug Herman [mailto:dherman@ci.monticello.ia.us]
Sent: Friday, December 15, 2017 12:26 PM
To: Derek Snead, Jones County Engineer
Subject: Roadway Agreement

Derek:

I wanted to touch base with you on the City/County Roadway Maintenance Agreement approved back in 2016. I think we need to review it and consider amendments related to 190th Maintenance provisions and snow removal provisions.

I am concerned with the Termination provisions as they currently read, allowing either party to terminate the agreement with 30 days' notice. I would not want the County to terminate immediately after the City contract rocks the road and I suspect the County would not want the City to terminate right before we apply contract

rock. As we applied rock in 2016 with the agreement to do so again in 2018 I would like the ability to terminate to be limited in that any terminate, regardless of when notice is sent out, would require the County meet it's obligations for a period of 24 months following the contract rock application. I would also propose that if the City is going to terminate that it must give the County notice of that intent within 6 months of applying contract rock, with the agreement to end or be renegotiated between the time of the notice and the end of the agreement. (24 months from the last contract rock purchase / application)

Also, since entry into the agreement there have been a number of changes to the City limits, some small and some more meaningful. I think we need to re-look at the map and determine who is going to clear what roadways around the City and whether those roadways are City or County in nature. Some areas I think we need to look at are as follows:

River Road: East of Golf Course near Picray property. County clears this road and the Chart had the City "owning" two lanes at .21 mile. In actuality the City does not own a full two lanes in this area. It appears that the .21 is not accurate. (This is very minor but may as well be reviewed as we are reviewing other areas as well.)

Bus. 151 North: If the City continues to clear the roadway from where the City limits end near the Blue Chip north to River Road, the City will be clearing County Roadway totaling: East lane: 1,929' and West lane: 625', a total of 2,554' or .48 miles. (Beacon estimates)

River Road: Under the current agreement the City cleared River Road from Bus. 151 to the MonMaq Dam, with the agreement attributing this length to being 1674'. The entirety of the roadway is now in the County and it appears that the total length, per lane, is approximately 1,761', or .33 mile, time two lanes equals .66 miles. (Beacon estimates)

11th Street: The City clears 11th Street, and part of Hardscrabble, and due to annexations the length of "County" roadway being cleared on 11th Street by the City should be reduced by the frontage of annexed properties including Koob's Garage (347') and the Hughes Garage, approximately 221'. With that said, the County roadways being cleared by the City should be reduced by 568' or .11 mile. (Beacon estimates)

S. Main Street: City annexed south part of Kromminga Motors and the Welter buildings that used to be the hog buying building site. Those sections were in County and are now, therefore, in the City. (600' +/- of City Roadway that used to be County Roadway) (Beacon estimates)

190th Street past Kardes: The City clears this roadway from the City Limits past Kardes to gravel 190th. It appears that the entirety of the roadway is shown as a City ROW even though it abuts County jurisdiction to the NW (Shover Trust owned property). Seems that half of that roadway ROW should be County responsibility.

Shover Road: We have been cleaning Shover Road which has been in the City. If we continue to do so that should be added to the length of County roads being cleared by the City. I will propose that the County take responsibility for this road. (There will be a small portion of Shover Road between where it leaves State Hwy. 38 and hooks up with the severed Kraus/Shover properties that will be in the City limits that I propose the County clear.)

Let me know your thoughts and if you would like to get together to review this further.

Thanks

Douglas D. Herman

City Administrator
City of Monticello
200 E. 1st Street
Monticello, IA 52310
Phone: 319.465.3577
dherman@ci.monticello.ia.us

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