

# City of Monticello, Iowa

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Posted on April 13, 2018 at 4:40 p.m.

Monticello City Council Regular Meeting April 16, 2018 @ 6:00 p.m.  
Monticello Renaissance Center, 220 E. 1<sup>st</sup> Street, Monticello, Iowa

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

|   |       |          |
|---|-------|----------|
| <b>Approval</b> of Council Mtg. Minutes               | April | 02, 2018 |
| <b>Approval</b> of Payroll                            | April | 12, 2018 |
| <b>Approval</b> of Bill List                          |       |          |
| <b>Approval</b> of Treasurer's Report for March, 2018 |       |          |

## **Public Hearing:**

1. **Public Hearing** on the Re-Zoning of R & R Realty Property located at 324/326 W. 2<sup>nd</sup> Street, Monticello, from R-2 two-family residential to R-3 multi-family residential and condominium district.

## **Resolutions:**

2. **Resolution** to approve limitations on use of City Ball Diamonds to those teams participating in City of Monticello sponsored Recreational Youth Baseball and Softball Leagues, effective January 1, 2019, superseding action taken by City Council on April 4, 2018.
3. **Resolution** to approve proposed City / County Maintenance Agreement.
4. **Resolution** to approve extension of John Drive.
5. **Resolution** to approve the release of retainage and payment of same to Eastern Iowa Excavating & Concrete Re: 2017 Main Street HMA project.

6. **Resolution** to approve Agreement between City of Monticello and HDR Engineering, Inc. for professional services.
7. **Resolution** in support of Continued Funding of Statewide Reimbursement of Commercial/Industrial Property Tax Revenue Reductions.

**Ordinances:**

8. **Ordinance** amending Code Section 165.42 Re: Nonconforming Buildings and Structures. (3<sup>rd</sup> Reading)
9. **Ordinance** to amend Chapter 35.07 with regard to Police Chief Residency. (2<sup>nd</sup> Reading)
10. **Ordinance** to amend Chapter 21.04 with regard to City Administrator Residency. (2<sup>nd</sup> Reading)
11. **Ordinance** to Re-Zone R & R Realty Property located at 324/326 W. 2<sup>nd</sup> Street, Monticello, from R-2 two-family residential to R-3 multi-family residential and condominium district. (1<sup>st</sup> Reading)

**Reports / Potential Action:**

- Property Update, 103 W. 1<sup>st</sup> Street (Asbestos Inspection being arranged)
- Storm Sewer / Wall Repairs adjacent to S. Cedar Street Ditch (Brant will have details)
- City Fountain Discussion Update (Waiting on Cost Estimates from Iben/Lasley)
- 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 (Draft Policy)
- Sealed Bid Items
- Police Dpt. Report
- Berndes Center Floor
- Engineer's Report

**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.

Regular Council Meeting – Official  
April 2, 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, Chris Lux and Tom Yeoman. Also present were City Administrator Doug Herman, City Clerk Sally Hinrichsen, Police Chief Britt Smith and City Engineer Patrick Schwickerath. Public Works Director Brant LaGrange arrived later in the meeting. Council member Johnny Russ was absent.

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

Bud Coyle, 515 N Sycamore, inquired about two cars parked at the new city parking lot near the Pocket Park that were not being moved as required by the City Code. Smith stated he was aware of these cars, which belong to the owners of the Chinese Restaurant. Smith stated the Police Dept could pursue greater enforcement if the Council desired.

Coyle also inquired if the extra \$20.00 charge for the sewer plant upgrade would be placed into a special fund. Wolken stated that the Council had not made a decision on that front but that if the Council moved forward with a fee to create a set aside consistent with their discussions that those funds would be set aside for future sewer plant improvements. Goedken stated that people have suggested using the debt service to help fund the sewer plant upgrade and the rest with sewer rate increase. Goedken stated the \$20 would affect people on fixed incomes. Herman explained that sewer rates used to be calculated at 160% of water fees and were reduced to 150% a number of years ago. In lieu of a flat fee increase, Herman suggested that the % could be increased, thereby impacting the heavier users of the sewer plant at a greater rate than those using less water, and therefore less sewer.

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

Mayor Wolken opened the public hearing on the proposed abandonment of Alleyway right of way generally located between 4<sup>th</sup> and 5<sup>th</sup> Streets to the east of N. Chestnut Street and West of the Fareway property. Herman reported that the P & Z recommended vacation of alley. No public comments were received and City Staff reported that they had not received any oral or written comments. Herman stated that the ROW would be transferred to the adjacent property owners. Mayor Wolken closed the public hearing. Goedken moved to approve Resolution #18-44 Vacating Alleyway Right-of-Way and transferring same to adjacent property owners, Yeoman seconded, roll call unanimous.

Yeoman moved to approve Resolution #18-45 Approving Howard Jeffery & Carole Anne Podhaski Tax Abatement Application related to Residential Improvements constructed at 506 Locust Court, Monticello, Iowa, Goedken seconded, roll call unanimous.

Herman stated that he and Park and Rec Director Jacob Oswald noticed the new flooring did not call for a second color for the border. Herman stated the flooring currently has a border and in his opinion it would be aesthetic purposes and to more definitively mark the out of bounds

areas. The cost to add the border would be \$2,340. Yeoman moved to approve Resolution #18-46 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, Pratt seconded. Roll call vote, Yeoman voted aye and Pratt, Paulson, Lux and Goedken voted nay. Motion failed. LaGrange arrived. Based upon the failure of this motion, the past action of the Council will stand, that being to move forward with the project but without a border color.

Herman reported that the City Engineer recommended the approval of Pay Request #7 related to the Ten-Tee Hangar Project with appropriate retainage. Yeoman moved to approve Resolution #18-47 To Approve Pay Request #7, related to the Monticello Airport Ten-T Hangar project, to Schaus-Vorhies in the amount of \$50,546.65, Goedken seconded, roll call unanimous.

Herman reviewed Snyder & Associates proposed services agreement to prepare a Wastewater Facility Nutrient Reduction Strategy and Facility Plan. A facility plan will at some point be necessary if the City is required to update the treatment facility which is deemed to be likely in the not too distant future. Herman explained that if the Council contracted with Snyder to prepare the nutrient reduction strategy report and the facility plan that the Council would, in essence, be choosing Snyder to be the Engineer on the eventual Sewage Treatment Plant project, as another firm may choose to design the plant differently. Council questioned the timeline to complete the nutrient reduction strategy report; Schwickerath informed them that the report was due by October 1<sup>st</sup> and may take a few months to complete. Goedken expressed his opinion that the City should move forward with the facility plan as it would put the City in a better position for grant funding should funding become available to assist with such a project. Goedken moved to approve Resolution #18-48 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, Pratt seconded, roll call unanimous.

Herman explained that the City Council had previously divided the 6<sup>th</sup> Street ditch into three segments: 1) area east of Hwy 38, 2) upper end along North Chestnut, generally near Scott Chally's property and 3) the areas from the Chally property to Hwy 38. Council previously decided to focus on segments 1 and 2 at this time. Herman reviewed the proposed services agreement with Snyder & Associates related to the preparation of the easement acquisition documents related to the 6<sup>th</sup> Street Ditch Rehabilitation project. Schwickerath stated they would create 5 permanent and 7 temporary easements at a cost of \$9,600. Herman stated that if the Council later decided to proceed with segment 3 that there would be an additional 9 permanent and 5 temporary easements at an additional cost of \$12,600. Goedken moved to approve Resolution #18-49 to approve Professional Services Agreement between City of Monticello and Snyder & Associates related to the preparation of Easement Acquisition Documents related to the 6<sup>th</sup> Street Ditch Rehabilitation project, Lux seconded, roll call unanimous. This is for segments 1 and 2 only.

Goedken moved to approve Resolution #18-50 reporting all employee wages for calendar year ending December 31, 2017, Pratt seconded, roll call unanimous.

Herman reviewed the proposed agreement between the City and the MYBSA related to youth baseball and softball programming. Generally, the agreement provides that the City would be responsible for registration and scheduling of fields with the possibility of the City's role increasing in coming years. MYBSA will schedule, organize and oversee tournaments and concession stand operations. Parents are taking their kids out of the Rec programming to play on tournament ball teams, not leaving enough kids to have Rec leagues. Dyersville and Manchester require tournament team members to also play on the Rec leagues if they wish to use any fields for tournament team purposes. The MYBSA Board voted to recommend to the City that a policy be passed to require grades 2<sup>nd</sup> and lower to participate in Rec League if they wished to use the fields for tournament team practices or games. Herman reported that the City would need an agreement with the School if the Rec. Program was to put such a prohibition on school diamonds. Goedken moved to approve Resolution #18-51 Approving Agreement between the City of Monticello and the Monticello Youth Baseball Softball Association (MYBSA), Lux seconded, roll call unanimous.

Goedken moved to approve Resolution #18-52 Approving a policy to limit the use of City ball Diamonds to those teams participating in City of Monticello sponsored Recreation Youth Baseball and Softball Leagues, 2<sup>nd</sup> grade level and down, with the requirement moving forward with the current 1<sup>st</sup> and 2<sup>nd</sup> graders as then enter the 3<sup>rd</sup> and 4<sup>th</sup> grade divisions, seconded by Yeoman, roll call unanimous.

Herman reviewed the Downtown Exchange 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, with the goal of acquiring objective feedback from each community on their experience and reactions to the other; this is a free program. Herman already submitted the application as participation is limited to the first 20 communities. Yeoman moved to approve Resolution #18-53 Endorsing the submission of Iowa Downtown Exchange Application and approving Letter of Support, Lux seconded, roll call unanimous.

Herman reported that the County Board of Supervisors vacated a right of way previously identified as Locust Street, not the current Locust Street, and nearby alleyways in 1862. Those records are scant and incomplete and have created title issues for some property owners. To help those impacted property owners clear the titles to their properties it is proposed that the City and County transfer the vacated property by Quit Claim Deed to the property owners. Goedken moved to approve Resolution #18-54 to recognize the past vacation of R.O.W. and to authorize the execution and delivery of Quit Claim Deeds to adjacent property owner(s), Pratt seconded, roll call unanimous.

Goedken moved to approve Resolution #18-55 to approve agreement between the City of Monticello and Paul Beckman and Robert Kremer 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, Pratt seconded, roll call unanimous. This agreement was a condition precedent to changing the zoning of said lot from R-1 to C-1.

Herman explained that there has been a lot of discussion related to the replacement of the colored strip of concrete on the back of the downtown curbs to brick pavers, specifically to old City Street pavers. Herman prepared a proposed resolution that would approve a plan to enact a policy to require the placement of brick pavers in lieu of the colored concrete strip and to direct Herman to work on a proposed policy. Yeoman moved to approve Resolution #18-56 to approve the 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, Pratt seconded, roll call unanimous.

Herman reported that the Berndes Center's HVAC systems condensers have regularly been failing and that the units have been freezing up. Trint Adams, Next Generation, inspected the units and helped prepare bid specs that involve corrections to current ducting and the replacement of approximately twenty (20) year old equipment. Adams reported that the units were not installed according to the manufacturer's recommendations and were not getting enough air flow which caused many of the failures and repairs. Goedken moved to approve Resolution #18-57 to approve publication of Notice to Bidders related to HVAC improvements and repairs at the Monticello Berndes Center, Lux seconded, roll call unanimous.

Herman reported that body work on the old water department van would cost approximately \$6,112.91. With the replacement of this van, it was intended to allow the Park and Rec. Dpt. access to this vehicle. Staff reports that the van is mechanically sound. Herman questioned if the van, with a likely value of less than \$2,000 justified that expense, whether it should be sold or traded in or used as is. Due to a lack of a motion, the proposed resolution to approve repairs to the City old water van to be utilized by the City Park and Rec department, was not approved. Council suggested using the van until it was no longer usable.

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, and legally described as Lot 244 of Railroad Addition, City of Monticello, Iowa, and amending the Official Zoning Map, third and final reading and in title only, Pratt seconded, roll call unanimous. This will change the zoning from R-1 Single-Family Residential to C-1 General Commercial.

Herman reviewed changes to Ordinance #709 related to Chapter 165.42 of the City Code related to non-conforming buildings and structures, as directed by Council. Herman stated that he had only received e-mails from Steve Intlekofer since the first reading. Council discussed whether a non-conforming structure should be allowed to be enlarged with an addition if that addition was conforming, if looked at independently from the non-conforming structure, and the original non-conforming structure was located wholly within the parameters of the property on which it was located. Consensus was that there are many non-conforming structures in older parts of the community and additions or enlargement should be allowed so long as they meet the requirements of the Code and so long as the original structure lies within the bounds of the lot on which it is located. Goedken moved Ordinance #709 amending Chapter 165.42, Zoning Regulations, Monticello Code, by Amending Provisions Pertaining to Nonconforming Buildings and Structures, second reading and in title only, Paulson seconded, roll call unanimous. Herman

was directed to revise the proposed ordinance prior to the next meeting to clarify the position of the Council that some non-conforming structures may be enlarged as discussed during the meeting.

Herman reported that the Police Chief City Code requires residency within City limits during employment with the City. Chief Smith has requested an allowance to live outside the City limits. Herman prepared the Ordinance to amend Police Chief Residency requirements to within 5 miles. Pratt questioned what the purpose was to require any distance and did not feel the City could restrict it. Herman felt by contractual agreement that a restriction could be imposed. Council discussed amending the Ordinance to require that any restrictions related to residency be included within the employment agreement. Yeoman introduced and moved Ordinance #710 amending Chapter 35 Police Department, Monticello Code, by amending Provisions Pertaining to Police Chief Residency Requirements, removing residency requirements from the Code and requiring that any residency requirements be set forth within the employment agreement, first reading and in title only, Goedken seconded, roll call unanimous.

Herman reported that the City Code requires the City Administrator to reside within City Limits during employment with the City, or as stated in contract. Herman requested an allowance to live outside the City Limits. Herman explained that he has property both in Monticello and outside of Monticello and while he plans to reside at both locations, is currently living outside the city limits. Renovations are underway at the Monticello location and even when finished, he will likely continue to reside more at the out of town location but will continue to own and reside at both. Herman stated that he has lived in the community for twenty-four (24) years and is committed to the community and doesn't feel that a residency requirement is necessary to ensure that commitment. Goedken introduced and moved Ordinance #711 amending Chapter 21 City Administrator, Monticello Code, by amending provisions pertaining to City Administrator Residency Requirements, removing residency requirements from the Code and requiring that any residency requirements be set forth within the employment agreement, first reading and in title only, Yeoman seconded, roll call unanimous.

Herman reported moving forward with taking title to 103 W 1<sup>st</sup> Street and is working with Mel Pins, IDNR, to move forward with an asbestos inspection, with the costs of same to be reimbursed by the IDNR Brownfield program.

Herman will complete further investigation related to the potential Band Parent's fundraiser request that would involve the painting of a Monticello logo "M" and paw print 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 reported that a storm sewer has caved in near the S. Cedar Street and S. Main Street intersection. LaGrange reported that the slip joint in the storm sewer was not tied and likely caused the pipe to separate. Council directed LaGrange to get repair estimates and to consult with the City Engineer and to bring recommendations back to the Council.

Herman discussed Hotel Motel tax rates with the City Council. Herman informed the Council that Boulders ownership was not opposed to an increase in the rates and that Monticello's 5% rate is not the norm, with most Iowa communities having a 7% rate. Council supported moving forward with the increase. Herman will check with the County Auditor for dates that a vote could be taken.

Herman recommended implementing a minimum building permit application fee that is non-refundable. The permit application fee would cover costs associated with LaGrange's time to review the permits and if the permit is approved the balance of the permit fees would then be due and a permit delivered for the project.

Herman reviewed City Fountain meeting minutes prepared by Casey Reyner.

Herman reported the IDNR will be holding Project AWARE, a Maquoketa River cleanup project, this summer. It will be held the week of July 9 -13, starting in Manchester. The Monticello portion will take place July 12<sup>th</sup>, with the MonMaq Dam being the half way point for the day.

Herman reviewed amendments to the City/ County Maintenance Agreement proposed by the County Engineer. No action was taken.

Pratt moved to adjourn at 8:05 P.M.

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Brian Wolken, Mayor

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Sally Hinrichsen, City Clerk



# PAYROLL - APRIL 12, 2018

| DEPARTMENT             | GROSS PAY                     | OT PAY             | COMP HRS.<br>ACCRUED | COMP<br>TOTAL | NET PAY             |
|------------------------|-------------------------------|--------------------|----------------------|---------------|---------------------|
| <b>AMBULANCE</b>       | <b>Mar. 26 - Apr. 8, 2018</b> |                    |                      |               |                     |
| Evan Barry             | \$ 531.00                     | \$ -               | 0.00                 | 0.00          | \$ 437.36           |
| Jeremy Bell            | 212.40                        | -                  | 0.00                 | 0.00          | 175.60              |
| Brian Bronemann        | 130.40                        | -                  | 0.00                 | 0.00          | 111.88              |
| Carter Bronemann       | 637.20                        | -                  | 0.00                 | 0.00          | 483.61              |
| Dawn Brus              | 690.00                        | -                  | 0.00                 | 48.38         | 519.99              |
| Stephen Fasnacht       | 107.52                        | -                  | 0.00                 | 0.00          | 92.24               |
| Jacob Gravel           | 371.70                        | -                  | 0.00                 | 0.00          | 262.88              |
| Ben Hein               | 224.16                        | -                  | 0.00                 | 0.00          | 190.31              |
| Mary Intlekofer        | 2,376.15                      | 553.35             | 0.00                 | 56.38         | 1,357.29            |
| Brandon Kent           | 1,822.80                      | -                  | 0.00                 | 0.00          | 1,179.44            |
| Matt Kunkle            | 217.00                        | -                  | 0.00                 | 0.00          | 165.16              |
| Lori Lynch             | 1,822.80                      | -                  | 0.00                 | 0.00          | 1,206.86            |
| Dave McNeill           | 171.12                        | -                  | 0.00                 | 0.00          | 145.80              |
| Christopher Moore      | 1,800.90                      | 62.10              | 0.00                 | 87.00         | 1,284.26            |
| Shelly Searles         | 3,352.65                      | 1,529.85           | 0.00                 | 13.50         | 2,411.32            |
| Brenda Surom           | 520.80                        | -                  | 0.00                 | 0.00          | 392.21              |
| <b>TOTAL AMBULANCE</b> | <b>\$ 14,988.60</b>           | <b>\$ 2,145.30</b> | <b>0.00</b>          | <b>205.26</b> | <b>\$ 10,416.21</b> |
| <b>CEMETERY</b>        | <b>Mar. 24 - Apr. 6, 2018</b> |                    |                      |               |                     |
| Dan McDonald           | \$ 1,888.86                   | \$ 316.86          | 0.00                 | 0.00          | \$ 1,337.80         |
| <b>TOTAL CEMETERY</b>  | <b>\$ 1,888.86</b>            | <b>\$ 316.86</b>   | <b>0.00</b>          | <b>0.00</b>   | <b>\$ 1,337.80</b>  |
| <b>CITY HALL</b>       | <b>Mar. 25 - Apr. 7, 2018</b> |                    |                      |               |                     |
| Cheryl Clark           | \$ 1,600.00                   | \$ -               | 0.00                 | 0.25          | \$ 1,053.62         |
| Doug Herman            | 3,720.71                      | -                  | 0.00                 | 0.00          | 2,677.37            |
| Sally Hinrichsen       | 2,368.18                      | -                  | 0.00                 | 0.00          | 1,576.58            |
| Nanci Tuel             | 1,360.00                      | -                  | 0.00                 | 0.00          | 887.81              |
| <b>TOTAL CITY HALL</b> | <b>\$ 9,048.89</b>            | <b>\$ -</b>        | <b>0.00</b>          | <b>0.25</b>   | <b>\$ 6,195.38</b>  |
| <b>FIRE</b>            |                               |                    |                      |               |                     |
| Drew Haag              | \$ 100.00                     | \$ -               | 0.00                 | 0.00          | \$ 92.35            |
| Nick Kahler            | 60.00                         | -                  | 0.00                 | 0.00          | 51.47               |
| Don McCarthy           | 125.00                        | -                  | 0.00                 | 0.00          | 107.24              |
| Billy Norton           | 100.00                        | -                  | 0.00                 | 0.00          | 85.79               |
| <b>TOTAL FIRE</b>      | <b>\$ 385.00</b>              | <b>\$ -</b>        | <b>0.00</b>          | <b>0.00</b>   | <b>\$ 336.85</b>    |
| <b>LIBRARY</b>         | <b>Mar. 26 - Apr. 8, 2018</b> |                    |                      |               |                     |
| Kyle Gassman           | \$ 95.90                      | \$ -               | 0.00                 | 0.00          | \$ 82.85            |
| Molli Hunter           | 331.50                        | -                  | 0.00                 | 0.00          | 281.42              |
| Penny Schmit           | 935.20                        | -                  | 0.00                 | 0.00          | 686.90              |
| Madonna Thoma-Kremer   | 872.00                        | -                  | 0.00                 | 0.00          | 524.48              |
| Michelle Turnis        | 1,517.58                      | -                  | 0.00                 | 0.00          | 955.17              |
| <b>TOTAL LIBRARY</b>   | <b>\$ 3,752.18</b>            | <b>\$ -</b>        | <b>0.00</b>          | <b>0.00</b>   | <b>\$ 2,530.82</b>  |
| <b>MBC</b>             | <b>Mar. 26 - Apr. 8, 2018</b> |                    |                      |               |                     |
| Jacob Oswald           | \$ 1,846.15                   | \$ -               | 0.00                 | 0.00          | \$ 1,386.83         |
| Casey Reyner           | 1,538.46                      | -                  | 0.00                 | 0.00          | 1,074.89            |
| <b>TOTAL MBC</b>       | <b>\$ 3,384.61</b>            | <b>\$ -</b>        | <b>0.00</b>          | <b>0.00</b>   | <b>\$ 2,461.72</b>  |

# PAYROLL - APRIL 12, 2018

| DEPARTMENT                | GROSS PAY                     | OT PAY             | COMP HRS.<br>ACCRUED | COMP<br>TOTAL | NET PAY             |
|---------------------------|-------------------------------|--------------------|----------------------|---------------|---------------------|
| <b>POLICE</b>             | <b>Mar. 26 - Apr. 8, 2018</b> |                    |                      |               |                     |
| Michelle Gehl             | \$ 41.08                      | \$ -               | 0.00                 | 0.00          | \$ 35.24            |
| Dawn Graver               | 2,275.08                      | 48.54              | 0.00                 | 0.00          | 1,577.26            |
| Erik Honda                | 1,852.55                      | 15.71              | 0.00                 | 7.75          | 1,383.69            |
| John Klein                | 252.48                        | -                  | 0.00                 | 0.00          | 214.61              |
| Jordan Koos               | 2,051.10                      | -                  | 9.00                 | 41.50         | 1,494.37            |
| 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                | 2,113.16                      | -                  | 0.00                 | 0.00          | 1,575.40            |
| Robert Urbain             | 996.71                        | -                  | 0.00                 | 26.50         | 752.88              |
| <b>TOTAL POLICE</b>       | <b>\$ 13,440.12</b>           | <b>\$ 64.25</b>    | <b>9.00</b>          | <b>75.75</b>  | <b>\$ 9,889.27</b>  |
| <b>ROAD USE</b>           | <b>Mar. 24 - Apr. 6, 2018</b> |                    |                      |               |                     |
| Billy Norton              | \$ 1,984.66                   | \$ 412.66          | 0.00                 | 0.00          | \$ 1,333.27         |
| Wayne Yousse              | 1,572.01                      | -                  | 21.00                | 45.00         | 1,071.12            |
| <b>TOTAL ROAD USE</b>     | <b>\$ 3,556.67</b>            | <b>\$ 412.66</b>   | <b>21.00</b>         | <b>45.00</b>  | <b>\$ 2,404.39</b>  |
| <b>SANITATION</b>         | <b>Mar. 24 - Apr. 6, 2018</b> |                    |                      |               |                     |
| Michael Boyson            | \$ 1,939.20                   | \$ 403.20          | 0.00                 | 0.00          | \$ 1,355.79         |
| Nick Kahler               | 1,984.66                      | 412.66             | 0.00                 | 0.00          | 1,411.85            |
| Brian Kramer              | 429.00                        | -                  | 0.00                 | 0.00          | 351.65              |
| <b>TOTAL SANITATION</b>   | <b>\$ 4,352.86</b>            | <b>\$ 815.86</b>   | <b>0.00</b>          | <b>0.00</b>   | <b>\$ 3,119.29</b>  |
| <b>SEWER</b>              | <b>Mar. 24 - Apr. 6, 2018</b> |                    |                      |               |                     |
| Tim Schultz               | \$ 2,014.50                   | \$ 382.50          | 0.00                 | 29.63         | \$ 1,397.96         |
| Jim Tjaden                | 1,900.00                      | -                  | 0.00                 | 0.00          | 1,364.47            |
| <b>TOTAL SEWER</b>        | <b>\$ 3,914.50</b>            | <b>\$ 382.50</b>   | <b>0.00</b>          | <b>29.63</b>  | <b>\$ 2,762.43</b>  |
| <b>WATER</b>              | <b>Mar. 24 - Apr. 6, 2018</b> |                    |                      |               |                     |
| Brant LaGrange            | \$ 2,020.38                   | \$ -               | 0.00                 | 0.00          | \$ 1,424.05         |
| Jay Yanda                 | 1,820.00                      | -                  | 0.00                 | 0.00          | 1,305.40            |
| <b>TOTAL WATER</b>        | <b>\$ 3,840.38</b>            | <b>\$ -</b>        | <b>0.00</b>          | <b>0.00</b>   | <b>\$ 2,729.45</b>  |
| <b>TOTAL - ALL DEPTS.</b> | <b>\$ 62,552.67</b>           | <b>\$ 4,137.43</b> | <b>30.00</b>         | <b>355.89</b> | <b>\$ 44,183.61</b> |

**ACCOUNTS PAYABLE ACTIVITY  
CLAIMS REPORT**

| VENDOR NAME                     | REFERENCE                    | VENDOR TOTAL | CHECK# | CHECK DATE |
|---------------------------------|------------------------------|--------------|--------|------------|
| <b>ACCOUNTS PAYABLE CLAIMS</b>  |                              |              |        |            |
| -----                           |                              |              |        |            |
|                                 | GENERAL                      |              |        |            |
|                                 | POLICE DEPARTMENT            |              |        |            |
| BOSS OFFICE SUPPLIES & SYS INC  | PD OFFICE SUPPLIES           | 180.00       |        |            |
| GLOBAL SOFTWARE                 | PD TAC-MOBILE                | 6,500.00     |        |            |
| INFRASTRUCTURE TECHNOLOGY       | PD COMPUTER SUPPORT FEES     | 1,625.00     |        |            |
| JOHN DEERE FINANCIAL            | PD EQUIP REPAIR/MAINT        | 15.74        |        |            |
| KONICA MINOLTA BUSINESS         | PD OFFICE SUPPLIES           | 113.63       |        |            |
| MONTICELLO COMM SCHOOL DISTRICT | PD FUEL                      | 729.53       |        |            |
| MONTICELLO EXPRESS INC          | PD SUPPLIES                  | 61.00        |        |            |
| MADONNA STANER                  | PD NIBRS TRAINING            | 103.57       |        |            |
| TRI COUNTY PROPANE LLC          | PD FUEL                      | 103.07       |        |            |
| U.S. CELLULAR                   | PD CELL PHONES               | 195.12       |        |            |
|                                 |                              | =====        |        |            |
|                                 | POLICE DEPARTMENT            | 9,626.66     |        |            |
|                                 | STREET LIGHTS                |              |        |            |
| ALLIANT ENERGY-IES              | 416 E SECOND STREETLIGHTS    | 154.98       |        |            |
|                                 |                              | =====        |        |            |
|                                 | STREET LIGHTS                | 154.98       |        |            |
|                                 | AQUATIC CENTER               |              |        |            |
| TCM BANK NA                     | RED CROSS FACILITY FEE       | 551.00       |        |            |
|                                 |                              | =====        |        |            |
|                                 | AQUATIC CENTER               | 551.00       |        |            |
|                                 | CEMETERY                     |              |        |            |
| LAPORTE MOTOR SUPPLY            | CEMETERY EQUIP REPAIR/MAINT  | 19.92        |        |            |
| MONTICELLO COMM SCHOOL DISTRICT | CEMETERY FUEL                | 222.43       |        |            |
| MONTICELLO EXPRESS INC          | CEMETERY ADVERTISING         | 163.20       |        |            |
| TRI COUNTY PROPANE LLC          | CEMETERY UTILITIES           | 220.11       |        |            |
|                                 |                              | =====        |        |            |
|                                 | CEMETERY                     | 625.66       |        |            |
|                                 | SOLDIER'S MEMORIAL BOARD     |              |        |            |
| BRIAN KRAMER                    | SNOW REMOVAL                 | 45.00        |        |            |
| MEDIACOM                        | SLDR MEM TELEPHONE           | 25.20        |        |            |
|                                 |                              | =====        |        |            |
|                                 | SOLDIER'S MEMORIAL BOARD     | 70.20        |        |            |
|                                 | MAYOR AND CITY COUNCIL       |              |        |            |
| TCM BANK NA                     | IOWA RURAL DEV SUMMIT-WOLKEN | 50.00        |        |            |

**ACCOUNTS PAYABLE ACTIVITY  
CLAIMS REPORT**

| VENDOR NAME                    | REFERENCE                    | VENDOR TOTAL | CHECK# | CHECK DATE |
|--------------------------------|------------------------------|--------------|--------|------------|
|                                | MAYOR AND CITY COUNCIL       | 50.00        |        |            |
|                                | ATTORNEY                     |              |        |            |
| LEXISNEXIS                     | ATTORNEY RESEARCH            | 72.00        |        |            |
| TCM BANK NA                    | ATTORNEY LEGAL FILING FEE    | 285.00       |        |            |
|                                | ATTORNEY                     | 357.00       |        |            |
|                                | CITY HALL/GENERAL BLDGS      |              |        |            |
| BLADE PEST CONTROL INC         | CH PEST CONTROL              | 68.00        |        |            |
| BOSS OFFICE SUPPLIES & SYS INC | CH OFFICE SUPPLIES           | 15.61        |        |            |
| DOUG HERMAN                    | CH TRAVEL - IMMI CONFERENCE  | 144.55       |        |            |
| INFRASTRUCTURE TECHNOLOGY      | CH MISC CONTRACT WORK        | 435.10       |        |            |
| IOWA STATE PRISON INDUSTRIES   | CH OFFICE SUPPLIES           | 49.00        |        |            |
| BRIAN KRAMER                   | SNOW REMOVAL                 | 90.00        |        |            |
| MED PLAST                      | CH FRANCHISE FEE REFUND      | 5,278.19     |        |            |
| MEDIACOM                       | CH TELEPHONE                 | 159.59       |        |            |
| MONTICELLO EXPRESS INC         | CH ADVERTISING               | 436.82       |        |            |
| TCM BANK NA                    | IOWA RURAL DEV SUMMIT-HERMAN | 50.00        |        |            |
|                                | CITY HALL/GENERAL BLDGS      | 6,726.86     |        |            |
|                                | GENERAL                      | 18,162.36    |        |            |
|                                | MONTICELLO BERNDES CENTER    |              |        |            |
|                                | PARKS                        |              |        |            |
| ALLIANT ENERGY-IES             | MBC ELECTRIC                 | 814.91       |        |            |
| BAKER PAPER CO INC             | MBC BUILDING SUPPLIES        | 44.58        |        |            |
| BLADE PEST CONTROL INC         | MBC PEST CONTROL             | 68.00        |        |            |
| CENTRAL IOWA DISTRIBUTING INC  | MBC BUILDING SUPPLIES        | 74.50        |        |            |
| HUGHES GARAGE & AUTO SALES LLC | MBC EQUIP REPAIR/MAINT       | 116.95       |        |            |
| JOHN DEERE FINANCIAL           | MBC LEAGUE SUPPLIES          | 37.66        |        |            |
| LAPORTE MOTOR SUPPLY           | MBC EQUIP REPAIR/MAINT       | 109.36       |        |            |
| MONTICELLO EXPRESS INC         | MBC ADVERTISING              | 122.40       |        |            |
| MONTICELLO SPORTS              | MBC LEAGUE SUPPLIES          | 106.00       |        |            |
| TCM BANK NA                    | MBC GRANT WOOD MEETING       | 197.65       |        |            |
|                                | PARKS                        | 1,692.01     |        |            |
|                                | MONTICELLO BERNDES CENTER    | 1,692.01     |        |            |
|                                | FIRE                         |              |        |            |
|                                | FIRE                         |              |        |            |
| CAMPBELL SUPPLY                | FIRE TRIPOD LIGHTS (2)       | 634.78       |        |            |
| JOHN DEERE FINANCIAL           | FIRE VEHICLE SUPPLIES        | 178.52       |        |            |

**ACCOUNTS PAYABLE ACTIVITY  
CLAIMS REPORT**

| VENDOR NAME                     | REFERENCE                    | VENDOR TOTAL    | CHECK# | CHECK DATE |
|---------------------------------|------------------------------|-----------------|--------|------------|
| MONTICELLO COMM SCHOOL DISTRICT | FIRE FUEL                    | 56.83           |        |            |
| SANDRY FIRE SUPPLY              | FIRE EQUIP REPAIR/MAINT      | 107.47          |        |            |
|                                 |                              | <u>164.30</u>   |        |            |
|                                 | FIRE                         | 977.60          |        |            |
|                                 |                              | <u>977.60</u>   |        |            |
|                                 | FIRE                         | 977.60          |        |            |
|                                 |                              | <u>977.60</u>   |        |            |
|                                 | AMBULANCE                    |                 |        |            |
|                                 | AMBULANCE                    |                 |        |            |
| AIRGAS USA, LLC                 | AMB MEDICAL SUPPLIES         | 274.69          |        |            |
| LORI LYNCH                      | AMB PARAMEDIC LICENSE        | 25.00           |        |            |
| MONTICELLO COMM SCHOOL DISTRICT | AMB FUEL                     | 551.92          |        |            |
| U.S. CELLULAR                   | AMB CELL PHONES              | 68.18           |        |            |
|                                 |                              | <u>919.79</u>   |        |            |
|                                 | AMBULANCE                    | 919.79          |        |            |
|                                 |                              | <u>919.79</u>   |        |            |
|                                 | AMBULANCE                    | 919.79          |        |            |
|                                 |                              | <u>919.79</u>   |        |            |
|                                 | TRUST FUND/STREET BOND       |                 |        |            |
|                                 | PUBLIC WORKS                 |                 |        |            |
| PRECISION FRAME & FINISH INC    | STREET BOND REFUND           | 250.00          |        |            |
|                                 |                              | <u>250.00</u>   |        |            |
|                                 | PUBLIC WORKS                 | 250.00          |        |            |
|                                 |                              | <u>250.00</u>   |        |            |
|                                 | TRUST FUND/STREET BOND       | 250.00          |        |            |
|                                 |                              | <u>250.00</u>   |        |            |
|                                 | POLICE IMPROVEMENT           |                 |        |            |
|                                 | POLICE DEPARTMENT            |                 |        |            |
| GLOBAL SOFTWARE                 | PD TAC-MOBILE                | 7,240.00        |        |            |
|                                 |                              | <u>7,240.00</u> |        |            |
|                                 | POLICE DEPARTMENT            | 7,240.00        |        |            |
|                                 |                              | <u>7,240.00</u> |        |            |
|                                 | POLICE IMPROVEMENT           | 7,240.00        |        |            |
|                                 |                              | <u>7,240.00</u> |        |            |
|                                 | LIBRARY IMPROVEMENT          |                 |        |            |
|                                 | LIBRARY                      |                 |        |            |
| THE BOOK FARM, INC.             | LIB IMP BOOKS                | 552.54          |        |            |
| DEMCO INC                       | LIB IMP SUMMER READING       | 203.58          |        |            |
| MICRO MARKETING LLC             | LIB IMP BOOKS                | 39.19           |        |            |
| MONTICELLO EXPRESS INC          | LIB IMP PROGRAMS/PROMOTIONS  | 100.00          |        |            |
| TCM BANK NA                     | LIB IMP VIDEO/DVD RECORDINGS | 482.72          |        |            |

**ACCOUNTS PAYABLE ACTIVITY  
CLAIMS REPORT**

| VENDOR NAME                     | REFERENCE                    | VENDOR TOTAL | CHECK# | CHECK DATE |
|---------------------------------|------------------------------|--------------|--------|------------|
|                                 | LIBRARY                      | 1,378.03     |        |            |
|                                 | LIBRARY IMPROVEMENT          | 1,378.03     |        |            |
|                                 | LIBRARY                      |              |        |            |
|                                 | LIBRARY                      |              |        |            |
| BAKER & TAYLOR BOOKS            | LIB BOOKS                    | 48.69        |        |            |
| DEMCO INC                       | LIB POSTAGE                  | 22.39        |        |            |
| FAREWAY STORES #840-1           | LIB PROGRAMS/PROMOTIONS      | 2.19         |        |            |
| INFRASTRUCTURE TECHNOLOGY       | LIB DATA PROCESSING          | 150.00       |        |            |
| BRIAN KRAMER                    | SNOW REMOVAL                 | 45.00        |        |            |
| MEDIACOM                        | LIB TELEPHONE                | 117.59       |        |            |
| TCM BANK NA                     | LIB BUILDING SUPPLIES        | 191.94       |        |            |
| WAUKEE PUBLIC LIBRARY           | LIB SHIPPING                 | 9.85         |        |            |
|                                 | LIBRARY                      | 587.65       |        |            |
|                                 | LIBRARY                      | 587.65       |        |            |
|                                 | SUPER MAC FUND               |              |        |            |
|                                 | SUPER MAC FUND               |              |        |            |
| INFRASTRUCTURE TECHNOLOGY       | SUPER MAC EQUIP REPAIR/MAINT | 75.00        |        |            |
|                                 | SUPER MAC FUND               | 75.00        |        |            |
|                                 | SUPER MAC FUND               | 75.00        |        |            |
|                                 | AIRPORT                      |              |        |            |
|                                 | AIRPORT                      |              |        |            |
| BIECHLER ELECTRIC, INC.         | AIRPORT EQUIP REPAIR/MAINT   | 1,044.74     |        |            |
| MCALEER WATER CONDITIONING INC  | AIRPORT BUILDING SUPPLIES    | 13.70        |        |            |
| MONTICELLO COMM SCHOOL DISTRICT | AIRPORT FUEL                 | 79.43        |        |            |
|                                 | AIRPORT                      | 1,137.87     |        |            |
|                                 | AIRPORT                      | 1,137.87     |        |            |
|                                 | ROAD USE                     |              |        |            |
|                                 | STREETS                      |              |        |            |
| ALLIANT ENERGY-IES              | STOP SIGNS - N MAIN ST       | 77.78        |        |            |
| BRIAN CROWLEY                   | RU EQUIP REPAIR/MAINT        | 112.50       |        |            |

**ACCOUNTS PAYABLE ACTIVITY  
CLAIMS REPORT**

| VENDOR NAME                     | REFERENCE                      | VENDOR TOTAL     | CHECK# | CHECK DATE |
|---------------------------------|--------------------------------|------------------|--------|------------|
| GREGORY DIRKS                   | RU EQUIP REPAIR/MAINT          | 3.60             |        |            |
| HUGHES GARAGE & AUTO SALES LLC  | RU EQUIP REPAIR/MAINT          | 4,682.99         |        |            |
| J&R SUPPLY INC                  | RU STREET MAINTENANCE SUPPLIES | 1,915.00         |        |            |
| JOHN DEERE FINANCIAL            | RU SUPPLIES                    | 101.12           |        |            |
| JONES CO SECONDARY ROAD DEPT    | RU PRO FEES                    | 110.00           |        |            |
| LAPORTE MOTOR SUPPLY            | RU SUPPLIES                    | 176.29           |        |            |
| LOGAN CONTRACTORS SUPPLY        | RU STREET MAINTENANCE SUPPLIES | 616.00           |        |            |
| DAVID B MCNEILL                 | RU SUPPLIES                    | 50.44            |        |            |
| MID-IOWA SOLID WASTE EQUIP CO   | RU EQUIP REPAIR/MAINT          | 1,654.77         |        |            |
| MONTICELLO COMM SCHOOL DISTRICT | RU FUEL                        | 1,240.53         |        |            |
| MONTICELLO EXPRESS INC          | RU ADVERTISING                 | 74.00            |        |            |
| MONTICELLO MACHINE SHOP INC     | RU EQUIP REPAIR/MAINT          | 84.24            |        |            |
| L.L. PELLING CO                 | RU STREET MAINTENANCE SUPPLIES | 1,400.00         |        |            |
|                                 |                                | <u>12,299.26</u> |        |            |
|                                 | STREETS                        |                  |        |            |
|                                 | SNOW REMOVAL                   |                  |        |            |
| ALL SEASON'S TRUCKING INC       | RU SNOW REMOVAL                | 2,061.00         |        |            |
| BEHREND'S CRUSHED STONE         | RU SNOW REMOVAL                | 514.28           |        |            |
|                                 |                                | <u>2,575.28</u>  |        |            |
|                                 | SNOW REMOVAL                   |                  |        |            |
|                                 |                                | <u>14,874.54</u> |        |            |
|                                 | ROAD USE                       |                  |        |            |
|                                 | TRUST/SLAVKA GEHRET FUND       |                  |        |            |
|                                 | LIBRARY                        |                  |        |            |
| HUMANITIES IOWA                 | LIB GEHRET PROGRAMMING         | 100.00           |        |            |
| TCM BANK NA                     | LIB GEHRET BOOKS               | 127.98           |        |            |
|                                 |                                | <u>227.98</u>    |        |            |
|                                 | LIBRARY                        |                  |        |            |
|                                 |                                | <u>227.98</u>    |        |            |
|                                 | TRUST/SLAVKA GEHRET FUND       |                  |        |            |
|                                 | MARY MAXINE REDMOND TRUST      |                  |        |            |
|                                 | LIBRARY                        |                  |        |            |
| FAREWAY STORES #840-1           | LIB REDMOND PROGRAMMING        | 98.75            |        |            |
|                                 |                                | <u>98.75</u>     |        |            |
|                                 | LIBRARY                        |                  |        |            |
|                                 |                                | <u>98.75</u>     |        |            |
|                                 | MARY MAXINE REDMOND TRUST      |                  |        |            |
|                                 |                                | 98.75            |        |            |
|                                 | WATER                          |                  |        |            |
|                                 | WATER                          |                  |        |            |
| CASEY DEMMER                    | OVERPAYMENT REFUND - OPPERMAN  | 77.10            |        |            |

**ACCOUNTS PAYABLE ACTIVITY  
CLAIMS REPORT**

| VENDOR NAME                     | REFERENCE                      | VENDOR TOTAL    | CHECK# | CHECK DATE |
|---------------------------------|--------------------------------|-----------------|--------|------------|
| WILLIAM GIEGERICH               | OVERPAYMENT REFUND             | 41.34           |        |            |
| HYGIENIC LABORATORY             | WATER LAB TESTS                | 71.50           |        |            |
| JOHN DEERE FINANCIAL            | WATER BLDG REPAIR/MAINT        | 5.98            |        |            |
| LAPORTE MOTOR SUPPLY            | WATER EQUIP REPAIR/MAINT       | 13.84           |        |            |
| MONTICELLO COMM SCHOOL DISTRICT | WATER FUEL                     | 249.03          |        |            |
| RODNEY J. MULLER                | OVERPAYMENT REFUND - STREETS   | 13.97           |        |            |
| RECYCLED PRODUCTS               | WATER SUPPLIES                 | 15.47           |        |            |
| TCM BANK NA                     | WATER POSTAGE                  | 19.19           |        |            |
| GARY WERNIMONT                  | OVERPAYMENT REF - K WERNIMONT  | 54.73           |        |            |
|                                 |                                | <u>562.15</u>   |        |            |
|                                 | WATER                          | 562.15          |        |            |
|                                 |                                | <u>562.15</u>   |        |            |
|                                 | WATER                          | 562.15          |        |            |
|                                 | SEWER                          |                 |        |            |
|                                 | SEWER                          |                 |        |            |
| ALLIANT ENERGY-IES              | 1105 E FIRST ST                | 2,524.61        |        |            |
| BAKER PAPER CO INC              | SEWER LAB SUPPLIES             | 59.66           |        |            |
| ENVIRONMENTAL RESOURCE ASSOC.   | SEWER LAB SUPPLIES             | 285.24          |        |            |
| FAREWAY STORES #840-1           | SEWER SUPPLIES                 | 10.76           |        |            |
| HACH COMPANY                    | SEWER LAB SUPPLIES             | 155.39          |        |            |
| HYGIENIC LABORATORY             | SEWER LAB TESTS                | 1,546.00        |        |            |
| JOHN DEERE FINANCIAL            | SEWER EQUIP REPAIR/MAINT       | 36.04           |        |            |
| KIRKWOOD COMMUNITY COLLEGE      | SEWER EDUCATION - TJADEN/YANDA | 270.00          |        |            |
| LASLEY ELECTRIC LLC             | SEWER BLDG REPAIR/MAINT        | 464.26          |        |            |
| MONTICELLO COMM SCHOOL DISTRICT | SEWER FUEL                     | 249.03          |        |            |
| RICHARD L BEHNKEN               | SEWER EQUIP REPAIR/MAINT       | 138.61          |        |            |
| TCM BANK NA                     | SEWER POSTAGE                  | 107.94          |        |            |
| TRI COUNTY PROPANE LLC          | SEWER UTILITIES                | 1,793.33        |        |            |
|                                 |                                | <u>7,640.87</u> |        |            |
|                                 | SEWER                          | 7,640.87        |        |            |
|                                 |                                | <u>7,640.87</u> |        |            |
|                                 | SEWER                          | 7,640.87        |        |            |
|                                 | SANITATION                     |                 |        |            |
|                                 | SANITATION                     |                 |        |            |
| JONES COUNTY SOLID WASTE        | SANITATION LOAD TICKETS        | 7,029.00        |        |            |
| MONTICELLO COMM SCHOOL DISTRICT | SANITATION FUEL                | 317.62          |        |            |
| REPUBLIC SERVICES               | DUMPSTER COLLECTIONS           | 8,258.41        |        |            |



**ACCOUNTS PAYABLE ACTIVITY  
CLAIMS REPORT**

| VENDOR NAME  | REFERENCE   | VENDOR<br>TOTAL  | CHECK# | CHECK<br>DATE |
|--------------|-------------|------------------|--------|---------------|
|              | SANITATION  | <u>15,605.03</u> |        |               |
|              | SANITATION  | <u>15,605.03</u> |        |               |
| **** SCHED   | TOTAL ****  | 71,429.63        |        |               |
| ***** REPORT | TOTAL ***** | <u>71,429.63</u> |        |               |

**ACCOUNTS PAYABLE ACTIVITY**  
**CLAIMS FUND SUMMARY**

| FUND | FUND NAME                 | TOTAL     | CHECK# | DATE |
|------|---------------------------|-----------|--------|------|
| 001  | GENERAL                   | 18,162.36 |        |      |
| 005  | MONTICELLO BERNDES CENTER | 1,692.01  |        |      |
| 015  | FIRE                      | 977.60    |        |      |
| 016  | AMBULANCE                 | 919.79    |        |      |
| 023  | TRUST FUND/STREET BOND    | 250.00    |        |      |
| 026  | POLICE IMPROVEMENT        | 7,240.00  |        |      |
| 030  | LIBRARY IMPROVEMENT       | 1,378.03  |        |      |
| 041  | LIBRARY                   | 587.65    |        |      |
| 045  | SUPER MAC FUND            | 75.00     |        |      |
| 046  | AIRPORT                   | 1,137.87  |        |      |
| 110  | ROAD USE                  | 14,874.54 |        |      |
| 178  | TRUST/SLAVKA GEHRET FUND  | 227.98    |        |      |
| 339  | MARY MAXINE REDMOND TRUST | 98.75     |        |      |
| 600  | WATER                     | 562.15    |        |      |
| 610  | SEWER                     | 7,640.87  |        |      |
| 670  | SANITATION                | 15,605.03 |        |      |

City of Monticello - Monthly Summary - March 1st thru 31st, 2018

Reviewed by: *[Signature]* 4/16/2018

| Fund                          | Activity                        | Beginning Fund Balance | Revenue   | Interest Earned | Transfers In | Expenses  | Transfers Out | Ending Fund Balance | Cash on Hand | Clerk's Cash In Bank | Clerk's Cash In Bank | Clerk's Cash In Bank | Investments | Ending Fund Balance |
|-------------------------------|---------------------------------|------------------------|-----------|-----------------|--------------|-----------|---------------|---------------------|--------------|----------------------|----------------------|----------------------|-------------|---------------------|
| <b>GENERAL FUNDS:</b>         |                                 |                        |           |                 |              |           |               |                     |              |                      |                      |                      |             |                     |
|                               | General                         | 539098.85              | 86675.64  | 1027.67         |              | 108140.56 | 28966.67      | 488794.93           | 610.00       | 447648.29            | 40536.64             | 6089.94              | 6450.31     | 488794.93           |
|                               | Soldiers Memorial Board         | 12529.25               | 300.00    | 48.14           |              | 289.00    |               | 12540.25            | 100.00       | 60733.64             | 7283.55              |                      |             | 12540.25            |
|                               | Monticello Bernades Center      | 70758.31               | 15638.82  | 3.37            |              | 18329.08  |               | 68117.19            |              | 5136.03              |                      |                      |             | 68117.19            |
|                               | Dare                            | 5132.66                |           | 13.17           |              | 472.52    |               | 5136.03             |              | 3947.15              | 9902.31              |                      |             | 5136.03             |
|                               | Insurance Fund                  | 14308.81               |           | 24.08           |              |           |               | 13849.46            |              | 36659.67             |                      |                      |             | 13849.46            |
|                               | Monticello Trees Forever        | 36635.59               |           | 234.43          |              | 26010.65  |               | 221724.45           |              | 31500.85             | 190223.80            |                      |             | 221724.45           |
|                               | Fire                            | 247500.67              | 30910.23  | 66.27           | 18666.67     | 52476.30  |               | 79196.27            |              | 48919.85             | 30276.42             |                      |             | 79196.27            |
|                               | Ambulance Operating             | 81829.40               | 4060.50   | 5.06            |              | 419.85    |               | 11354.18            |              | 11354.18             |                      |                      |             | 11354.18            |
|                               | Hotel/Motel Tax Fund            | 7708.47                |           | 0.08            |              |           |               | 237.44              |              | 750.00               |                      | 237.44               |             | 237.44              |
|                               | Earl F Lehmann Trust            | 237.35                 |           |                 |              |           |               | 750.00              |              | 4353.34              | 5060.49              |                      |             | 750.00              |
|                               | Street Bond                     | 750.00                 |           | 7.66            |              | 75.00     |               | 9413.83             |              | 14169.10             | 27648.36             |                      |             | 9413.83             |
|                               | Police Improvement              | 8824.17                | 657.00    | 37.87           |              | 194.97    |               | 41817.46            |              | 9574.86              | 11.82                |                      |             | 41817.46            |
|                               | Library Improvement             | 41550.65               | 423.91    | 13.24           | 10000.00     | 20377.20  |               | 9661.68             | 75.00        | 8680.54              | 74062.96             |                      |             | 9661.68             |
|                               | Library                         | 19490.70               | 534.94    | 81.93           |              |           |               | 82743.50            |              | 3044.39              | 2657.40              |                      |             | 82743.50            |
|                               | Equipment Set-A-Side            | 82661.57               |           | 4.31            |              | 2121.60   |               | 2857.40             |              | -8625.32             | 35690.45             |                      |             | 2857.40             |
|                               | Super Mac                       | 4774.69                |           | 36.83           |              | 7282.64   |               | 27265.13            |              | 902.99               | 35380.97             |                      |             | 27265.13            |
|                               | Airport                         | 88392.08               | 624.23    | 36.86           |              |           | 54505.37      | 36283.96            |              | 283008.29            | 380000.00            |                      |             | 36283.96            |
|                               | Revolving Loan Fund             | 36172.10               | 75.00     |                 |              |           |               | 643008.29           |              | 22443.66             | 287099.46            |                      |             | 643008.29           |
| <b>SPECIAL REVENUE FUNDS:</b> |                                 |                        |           |                 |              |           |               |                     |              |                      |                      |                      |             |                     |
|                               | Road Use Tax                    | 638413.92              | 33806.27  | 328.22          |              | 29211.90  |               | 308543.12           |              | 322747.27            | 233526.41            |                      |             | 308543.12           |
|                               | Employee Benefits               | 336010.36              | 9524.31   | 447.63          |              | 36319.77  |               | 566273.68           |              | 162.72               | 204190.86            |                      |             | 566273.68           |
|                               | TIF Tax Collections             | 563635.55              | 12190.50  | 209.91          |              | 20000.00  |               | 204353.58           |              | 823.20               |                      |                      |             | 204353.58           |
|                               | Slavka Gehret Trust             | 204488.79              |           |                 |              | 345.12    |               | 823.20              |              |                      |                      |                      |             | 823.20              |
|                               | Police Forfeiture Acct          | 822.70                 |           | 0.50            |              |           |               |                     |              |                      |                      |                      |             |                     |
| <b>DEBT SERVICE FUNDS:</b>    |                                 |                        |           |                 |              |           |               |                     |              |                      |                      |                      |             |                     |
|                               | TIF - Debt Payments             | 247307.46              | 8336.70   | 157.04          |              |           |               | 255791.20           |              | 244578.59            | 11212.61             |                      |             | 255791.20           |
|                               | Park Improvements               | 16013.86               |           | 15.66           |              |           |               | 16029.52            |              | 2132.07              | 13897.45             |                      |             | 16029.52            |
|                               | Ambulance Improvements          | 51643.47               | 50.92     | 50.92           |              |           |               | 51694.39            |              | 6168.69              | 46525.70             |                      |             | 51694.39            |
|                               | TIF Projects                    | 6595.18                |           |                 |              | 1258.31   |               | 5336.87             |              | 5336.87              |                      |                      |             | 5336.87             |
|                               | Gemetery Improvements           | 68950.26               | 172.50    | 235.22          |              |           |               | 69357.98            |              | 1902.87              | 67455.11             |                      |             | 69357.98            |
|                               | Cap Imp - FACC                  | 12191.87               |           | 12.53           |              |           |               | 12204.40            |              |                      | 12204.40             |                      |             | 12204.40            |
|                               | Capital Improvements            | -553088.12             | 112707.13 |                 | 379505.37    | 29667.92  | 264750.00     | -355293.54          |              | -355293.54           |                      |                      |             | -355293.54          |
|                               | Youth Baseball & Softball       | -7977.44               |           |                 |              |           |               | -7977.44            |              | -7977.44             |                      |                      |             | -7977.44            |
|                               | Low Income Housing              | 14378.56               |           | 14.77           |              |           |               | 14393.33            |              | -7003.68             | 14393.33             |                      |             | 14393.33            |
|                               | MDC Funds                       | -7003.68               |           |                 |              |           |               | -7003.68            |              | 19312.67             | 168.66               |                      |             | -7003.68            |
|                               | Baty Disc Golf Course           | 19468.46               |           | 12.87           |              |           |               | 19481.33            |              | 376.33               | 8342.94              |                      |             | 19481.33            |
|                               | Mary Maxine Redmond Trust       | 8745.43                |           | 8.84            |              | 35.00     |               | 8719.27             |              | 11652.81             |                      |                      |             | 8719.27             |
|                               | Pocket Park                     | 11645.16               |           | 7.65            |              |           |               | 11652.81            |              | 2902.90              | 15860.40             |                      |             | 11652.81            |
| <b>PERMANENT FUNDS:</b>       |                                 |                        |           |                 |              |           |               |                     |              |                      |                      |                      |             |                     |
|                               | Cemetery Perpetual Care         | 161510.80              | 192.50    |                 |              |           |               | 161703.30           |              | 232.40               | 84671.77             |                      |             | 161703.30           |
|                               | Charles S Bidwell Book Trust    | 84861.43               |           | 87.08           |              | 44.34     |               | 84904.17            |              | 402.10               | 40377.65             |                      |             | 84904.17            |
|                               | Idone Mary Baker Trust          | 40739.03               |           | 41.72           |              |           |               | 40779.75            |              | 64292.20             | 7720.76              |                      |             | 40779.75            |
| <b>ENTERPRISE FUNDS:</b>      |                                 |                        |           |                 |              |           |               |                     |              |                      |                      |                      |             |                     |
|                               | Water Operating                 | 249630.87              | 34114.65  | 172.95          |              | 31905.51  | 180000.00     | 72012.96            |              | 7298.14              | 81572.56             |                      |             | 72012.96            |
|                               | Customer Deposits               | 88890.70               | 810.00    |                 |              | 830.00    |               | 88870.70            |              | 1366.11              | 331.87               |                      |             | 88870.70            |
|                               | Water Capital Improvements      | -218521.55             | 424.83    | 44.70           | 264750.00    |           | 45000.00      | 1697.98             |              | 40212.09             | 26448.82             |                      |             | 1697.98             |
|                               | Sewer Operating                 | 168709.94              | 45410.97  | 124.21          |              | 47584.21  | 100000.00     | 66660.91            |              | 113215.06            | 835.63               |                      |             | 66660.91            |
|                               | Sewer Capital Improvements      | 86520.80               | 424.84    | 105.05          | 100000.00    |           | 75000.00      | 114050.69           |              | 192.82               | 97685.25             |                      |             | 114050.69           |
|                               | Sanitation                      | 100982.48              | 39335.32  | 102.57          |              | 42542.30  |               | 97878.07            |              | 16791.93             | 41013.53             |                      |             | 97878.07            |
|                               | Sanitation Capital Improvements | 56902.83               | 849.68    | 52.95           |              |           | 25000.00      | 57805.46            |              | -18259.36            |                      |                      |             | 57805.46            |
|                               | Storm Water fund                | 5232.58                | 2474.95   | 3.56            |              | 970.45    |               | -18259.36           |              | 189.84               |                      |                      |             | -18259.36           |
| <b>AGENCY FUNDS</b>           |                                 |                        |           |                 |              |           |               |                     |              |                      |                      |                      |             |                     |
|                               | Flex Spending                   | 238.59                 | 57.69     |                 |              | 106.44    |               | 189.84              |              | 126.24               |                      |                      |             | 189.84              |
|                               | Enterprise Flex Spending        | 271.49                 | 173.07    |                 |              | 319.32    |               | 126.24              |              |                      |                      |                      |             | 126.24              |
| <b>INTERNAL REVENUE FUND</b>  |                                 |                        |           |                 |              |           |               |                     |              |                      |                      |                      |             |                     |
|                               | Self Funded Insurance           | 0.00                   | 2317.88   |                 |              | 2317.88   |               | 0.00                |              |                      |                      |                      |             | 0.00                |
| <b>TOTAL OF ALL FUNDS</b>     |                                 |                        |           |                 |              |           |               |                     |              |                      |                      |                      |             |                     |
|                               |                                 | 3757566.10             | 443214.06 | 3878.53         | 773122.04    | 479647.84 | 773122.04     | 3725010.85          | 785.00       | 1434651.03           | 2276797.13           | 6327.38              | 6450.31     | 3725010.85          |

City of Monticello  
Bank Reconciliation Report  
For the Month of March 2018

|  |                |                       |
|--|----------------|-----------------------|
| <b>Bank Balance</b>                        |                |                       |
| General Checking                           | \$1,477,574.43 |                       |
| Property Tax & Water                       | \$2,276,797.13 |                       |
| Soldiers Memorial Ckg                      | \$6,089.94     |                       |
| Earl F Lehmann Trust                       | \$237.44       |                       |
|  | <hr/>          |                       |
| <b>Total Bank Balance</b>                  |                | <b>\$3,760,698.94</b> |
| <br>                                       |                |                       |
| <b>Plus (Minus) Adjustment:</b>            |                |                       |
| Bank Charge/Error                          | \$0.00         |                       |
|  | <hr/>          |                       |
| <b>Total Adjustment</b>                    |                | <b>\$0.00</b>         |
| <br>                                       |                |                       |
| <b>Plus Outstanding Credit Card Pymt:</b>  |                |                       |
| Credit Card Payments                       | \$0.00         |                       |
|  | <hr/>          |                       |
| <b>Total Outstanding Credit Card Pymts</b> |                | <b>\$0.00</b>         |
| <br>                                       |                |                       |
| <b>Less Outstanding Checks:</b>            |                |                       |
| Financial/Payroll                          | \$42,923.40    |                       |
| Soldiers Memorial                          | \$0.00         |                       |
|  | <hr/>          |                       |
| <b>Total Outstanding Checks</b>            |                | <b>\$42,923.40</b>    |
| <br>                                       |                |                       |
| <b>Plus Investments:</b>                   |                |                       |
| Time Certificates                          | \$6,450.31     |                       |
| Petty Cash                                 | \$785.00       |                       |
|  | <hr/>          |                       |
| <b>Total Investments</b>                   |                | <b>\$7,235.31</b>     |
| <br>                                       |                |                       |
| <b>Treasurer's Balance</b>                 |                | <b>\$3,725,010.85</b> |

Prepared By: Sally Hinrichsen  
Sally Hinrichsen, City Clerk

Reviewed by: Doug Herman 4/10/2018  
Doug Herman, City Administrator

City Council Meeting  
Prep. Date: 04/10/18  
Preparer: Doug Herman



Agenda Item: 1 + 0 11  
Agenda Date: 04/16/2018

**Communication Page**

**Agenda Items Description:** Public Hearing on the re-zoning of property located at 324/326 W. 2<sup>nd</sup> Street from R-2, two-family residential, to R-3, Multi-Family Residential and Condominium District. Ordinance to approve the rezoning of 324/326 W. 2<sup>nd</sup> Street from R-2 two-family residential to R-3 Multi-family residential and condominium district.

**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:** A Plat of Survey was prepared to create two lots out of one on which a duplex is currently located, with the intent of creating two zero lot line condominiums. Before considering the approval of the Plat of Survey the Council is addressing the necessary change in zoning.

**Background Information:** This parcel currently contains a duplex, originally intended to be a "condominium". The prior owner, Ron Hunt, did not get the Condo set up before passing away and his son, Rob, is now moving that direction. Each of the two units is served by its own water service and the property shares a common 4" sewer service connection. The Condominium documents will make clear that the two units share the service line and maintenance thereof. The City would require two water service lines if two didn't exist, however, the one sewer line is not problematic so long as the owners of each unit know and understand that they are sharing a sewer line.

The proposed Ordinance changes the zoning from R-2, two family residential, to R-3 Multi-Family Residential and Condominium District. A duplex is correctly zoned as R-2 while a Condo is correctly zoned R-3.

**Staff Recommendation:** I recommend that the Mayor open the Public Hearing on the proposed Zoning amendment, that public comment be received, and that the Council thereafter consider approval of the 1<sup>st</sup> reading of the proposed Ordinance.

Preparer: Doug Herman, Monticello City Admin. 200 E. 1<sup>st</sup> St., Monticello, IA 52310; 319.465.6435  
Return to: Doug Herman, Monticello City Admin. 200 E. 1<sup>st</sup> 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 324/326 W. 2<sup>nd</sup> Street, Monticello, IA 52310, legally described as set forth below, and amending the Official Zoning Map.

Legal Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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-2, Two-Family Residential to R-3 Multi-Family Residential and Condominium District.

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.

1<sup>st</sup> reading passed by the Council on this

2<sup>nd</sup> reading passed by the Council on this

3<sup>rd</sup> reading passed by the Council on this

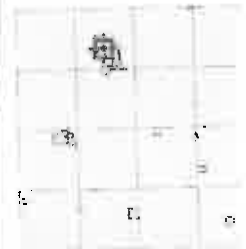
\_\_\_\_\_  
Brian Wolken, Mayor

Attest:

\_\_\_\_\_  
Sally Hinrichsen, City Clerk



**Overview**



**Legend**

-  Parcels
-  Cartography
-  Major Roads

|                              |   |                     |        |                      |                   |
|------------------------------|---|---------------------|--------|----------------------|-------------------|
| <b>Parcel ID</b>             | 0221480004                                | <b>Alternate ID</b> | 062900 | <b>Owner Address</b> | R & R REALTY INC  |
| <b>Sec/Twp/Rng</b>           | n/a                                       | <b>Class</b>        | R      |                      | 23360 FAIRVIEW RD |
| <b>Property Address</b>      | 324 W 2ND ST # 326                        | <b>Acres</b>        | n/a    |                      | ANAMOSA IA 52205  |
|                              | MONTICELLO                                |                     |        |                      |                   |
| <b>District</b>              | MONCO                                     |                     |        |                      |                   |
| <b>Brief Tax Description</b> | R.R. ADD W 100' LOTS 402 & 403            |                     |        |                      |                   |
|                              | (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: 4/10/2018  
 Last Data Uploaded: 4/9/2018 5:30:26 PM

City Council Meeting  
Prep. Date: 04/10/18  
Preparer: Doug Herman



Agenda Item: # 2  
Agenda Date: 04/16/18

**Communication Page**

**Agenda Items Description:** Resolution to approve limitations on use of City Ball Diamonds to those teams participating in City of Monticello sponsored Recreational Youth Baseball and Softball Leagues, effective January 1, 2019, superseding action taken by City Council on April 4, 2018.

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

**Attachments & Enclosures:**

Proposed Resolution

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:** An oral request has been received to delay implementation of rule that requires Rec. League participation as condition precedent to use of City controlled fields/diamonds. (Written request expected and if received will be included in packet.)

**Background Information:** At the last Council meeting the Council unanimously approved the implementation of a rule that required youth that are currently in 2<sup>nd</sup> grade and younger to participate in baseball and softball Rec. Leagues if their tournament team / traveling team desires to utilize city controlled fields/diamonds.

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 coach pitching in 1<sup>st</sup> and 2<sup>nd</sup> grades and pitching machines used at all 3<sup>rd</sup> and 4<sup>th</sup> 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 create a better more active 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.



Prior to the last City Council meeting the MYBSA Board voted to recommend to the City Council that kids in 2<sup>nd</sup> grade and lower follow the Rec. participation rule set out above. The Council followed that recommendation and required this year's 2<sup>nd</sup> graders and younger to participate in Rec. League and also approved of the policy that the requirement be "rolling" meaning that next year the 3<sup>rd</sup> and 4<sup>th</sup> graders would also be similarly required to participate in Rec. League.

While many tournament / traveling team coaches are involved with the MYBSA not all are and some that are involved are not actively involved. Those that are not, and some that are, expressed surprise at this decision even though it has been talked about by MYBSA Board members for some time in my opinion.

Since the last Council meeting I have had one phone call from a parent not impacted by the rule this year who believes the rule to make sense but the notice for this year to be too late; four e-mails from an impacted parent/coach who seemed to focus his complaint to the late notice; two Facebook Messenger messages from the father of the above coach who also questioned the late timing; and the wife of a coach who expressed many arguments against the Council's action. (I believe I forwarded many of these to you.) I also met with a coach after that coach had met with the School Superintendent. He and I met on Friday for approx. one hour, 5-6 pm, and he expressed concerns with timing, the fact that he and others had not been given adequate opportunity for input, and some others. He generally agreed, however, that the goal behind the rule was not necessarily out of line. I am expecting a written request to delay implementation of the rule from the coach I met with but at the preparation of this comm. page have not yet received it.

I attended the Park Board meeting on Monday the 9<sup>th</sup>. The Park Board appears generally supportive of the rule but is not opposed to delaying implementation for one year with this year's coaches being strongly encouraged to promote participation of their traveling team kids in Rec. League this year. Between now and next year "we" could meet with the traveling team representatives and try to come up with a plan that might be more agreeable to most and if nothing else would allow them that "voice" they deny having had an opportunity to present.

To be clear, I wish they had more notice as well and I find that the late notice has given them something to hang their argument on. Unfortunately it took a while to get the City/MYBSA agreement wrapped up due to limited involvement by key MYBSA members; that delay put off the discussion on the potential requirement that certain ages be required to participate in Rec. League. Our 1<sup>st</sup> and 2<sup>nd</sup> grade numbers are better this year than other age levels and past numbers, and for that reason a delay in the implementation of the rule until next year will not be problematic for this year's rec. league. Allowing them an opportunity to be heard over the coming months will allow us to determine if "timing" as alleged is the real issue or if there is more to it and will hopefully result in a better, more comprehensive, program and outcome.

**Recommendation:** In the event that the Council wishes to reconsider the action taken at the last meeting the proposed Resolution would basically override the recent resolution, and delay implementation of the “rule” to next season.

To the Monticello City Council:

The parents of the Monticello 8U baseball team would like you to reconsider your motion to require that all 1st and 2nd grade players play for the city recreation program or they will not be allowed usage of any city diamonds. Our team was established last season when the MYBSA needed a team to fill one of their tournaments and play a league game for them against Midland. Our parents decided that they would like to keep these group of guys playing together again this season. We have paid our fee to the city recreation program, \$30 per player, for us to be able to use the diamonds. We also have our practice schedule done and tournaments scheduled and paid for through June. I, along with others, have had multiple discussions with Jacob Oswald and I have met with Doug Herman. I feel that lifting this requirement for this year and encouraging all parties to meet and come up with a solution that will work for all would be beneficial. We all want what is best for baseball and softball in this community and I believe we can come up with a solution.

Thank you,

Wes Wilson  
319-480-2326

Monticello 8U Baseball Team

# The City of Monticello, Iowa

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

## RESOLUTION #18-52

**Approving** a policy to limit the use of City ball Diamonds to those teams participating in City of Monticello sponsored Recreation Youth Baseball and Softball Leagues, 4<sup>th</sup> grade level and down with an effective date of January 1, 2019

**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: 4<sup>th</sup> grade level and down, 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 2<sup>nd</sup> 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, and

**WHEREAS**, The Council approved Resolution #18-52 at its' regular meeting of April 2<sup>nd</sup> implementing the requirement that children, 2<sup>nd</sup> grade and down, be subject to the above provisions this year, and since the approval of said Resolution has received feedback from some that will be impacted by the decision objecting to the implementation of this rule so close to the commencement of their season, and

**WHEREAS**, The Park and Recreation Board has considered the comments received since passage of Resolution #18-52 and has recommended to the City Council that implementation of the rule approved by said Resolution be delayed until January 1, 2019, in essence, making same applicable to the next softball/baseball season, with the understanding and agreement that representatives of Monticello Park and Rec., representatives of the MYBSA, and representatives of those impacted by the proposed rule change and other interested parties, will meet between now and next season to discuss and create specific guidelines related to the implementation of said rule.

**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 traveling/tournament teams in the following age divisions 4<sup>th</sup> grade level and down, if the kids on said teams are not registered and actively participating in the City of Monticello Recreational League, with an implementation date of January 1, 2019, with the understanding that the Park and Rec. Dpt. will facilitate meetings with those entities/parties identified herein between now and January 1, 2019 to create specific guidelines related to the implementation of said rule, this Resolution superseding the action taken by the Council as set out in Resolution #18-52 as approved on April 2, 2018.

**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 16<sup>th</sup> day of April, 2018.

---

Brian Wolken, Mayor

Attest:

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Sally Hinrichsen, Monticello City Clerk

City Council Meeting  
Prep. Date: 04/02/18  
Preparer: Doug Herman



Agenda Item: # 3  
Agenda Date: 04/16/18

**Agenda Item Description:** Resolution to approve Agreement with Jones County Re: Road Maintenance.

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

| <b>Attachments &amp; Enclosures:</b> |
|--------------------------------------|
| Proposed Resolution                  |
| Proposed Agreement (As amended)      |
|                                      |
|                                      |

| <b>Fiscal Impact:</b> |     |
|-----------------------|-----|
| Budget Line Item:     | n/a |
| Budget Summary:       | n/a |
| Expenditure:          | n/a |
| Revenue:              |     |

**Synopsis:** The attached draft agreement is a proposed agreement, intended to replace the existing agreement.

**Background Information:** The City and the County, respectively, have over the years removed snow, salted, etc. on roads in the others' jurisdiction without formality and without compensation to either. The County approached the City a few years ago to discuss the creation of a more formal agreement which was accomplished, and after a couple years in effect the County Engineer would like the City to consider an amended agreement.

The amended agreement results in the following substantive changes:

1. The description of roads to have "winter maintenance" by the City and the County have changed a bit, however, there is no compensation changing hands on this front.
2. The 2016 Agreement provided that the County would provide "routine maintenance" on certain City roads. That maintenance included the application of granular material, blading of granular surfaces, roadside mowing and herbicide applications, and repair or replacement of traffic control devices. The NEW agreement eliminates County responsibility for the placement of granular material and repair / replacement of traffic control devices.
3. The 2016 Agreement, like the current proposed agreement, provides that the City will pay for contract rock every other year.

The “major” shift, if you will, is the County’s reduced obligation to place granular material on the road as necessary. Under the proposed agreement the only rock placement guaranteed to occur would be the biennial purchase of contract rock by the City with grading by the County. If there is no rock being placed on the road in “off” years the amount of contract rock may increase significantly. A member of the Board of Supervisors has suggested that we work up cost estimates associated with winter maintenance, grading, mowing, herbicide application and contract rock and then look at how much of the road area falls in the City limits and how much falls outside the City limits to ascertain the “fairness” of the arrangement. I have requested clarification on those points from the County Engineer. (Dave may have some knowledge of the regularity of grading, herbicide, mowing??)

**Staff Recommendation:** I recommend that the Council consider approval of the agreement and also consider if you would like me to pursue more information on the likely costs of overall maintenance and the applicability of that maintenance to the “City” share of the roadway.

# The City of Monticello, Iowa

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

## RESOLUTION #18-\_\_

### Approving City of Monticello and Jones County Maintenance Agreement

- WHEREAS,** The City of Monticello and Jones Count have, over the years, shared in the responsibility for winter maintenance of various roadways in each other's jurisdictions, and
- WHEREAS,** An agreement has been drafted to formalize and memorialize the responsibilities of the parties with regard to Routine Maintenance, Special Maintenance, and Winter Maintenance, and
- WHEREAS,** The Council find that the agreement results in a near identical division of roadway miles from a winter maintenance standpoint, that the balance of the terms and requirements outlining City responsibilities is otherwise fair and equitable and that same should be approved.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve the proposed Agreement between the City of Monticello and Jones County and authorizes the Mayor to execute same on behalf of the City Council. A signed copy of same to be appended hereto upon final approval by the City and the County Board of Supervisors.

**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 16<sup>th</sup> day of April, 2018.

\_\_\_\_\_  
Brian Wolken, Mayor

Attest:

\_\_\_\_\_  
Sally Hinrichsen, City Clerk



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. *Removed "app of granular materials"*

Special Maintenance is any maintenance not specifically listed within Routine or Winter Maintenance such as maintenance of drainage structures. *"repair or replacement of concrete curbs & fences"*

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. *- Same*
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. *- Same*
4. A portion of SHOVER DR from HWY 38 north to the City Limits. *- New*
5. A portion of CO RD D62 from the City Limits east to DANA AVE. *- Same*
6. A portion of RIVER RD west of BUS 151 N within the City Limits. *- Same*

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.

*Newly added responsibility in name.*

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 HARDCRABBLE 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.

*Same*

**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

*Brian Wolken*

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 | 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 190<sup>th</sup> 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)

**11<sup>th</sup> Street:** The City clears 11<sup>th</sup> Street, and part of Hardscrabble, and due to annexations the length of "County" roadway being cleared on 11<sup>th</sup> 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)

**190<sup>th</sup> Street past Kardes:** The City clears this roadway from the City Limits past Kardes to gravel 190<sup>th</sup>. 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. 1<sup>st</sup> Street  
Monticello, IA 52310  
Phone: 319.465.3577  
[dherman@ci.monticello.ia.us](mailto:dherman@ci.monticello.ia.us)

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| JONES CO RESPONSIBILITY |             |         |       |             |            |             |
|-------------------------|-------------|---------|-------|-------------|------------|-------------|
| ROAD NO                 | DESCRIPTION | SURFACE | LANES | LENGTH (LF) | LANE MILES | CUM. LENGTH |
| 1                       | CO RD X/44  | P       | 2     | 1044        | 0.40       | 0.40        |
| 2a                      | 190TH ST    | G       | 2     | 3078        | 1.17       | 1.56        |
| 2b                      | 190TH ST    | G       | 1     | 2865        | 0.84       | 2.10        |
| 2c                      | 190TH ST    | G       | 1     | 301         | 0.06       | 2.16        |
| 2d                      | 190TH ST    | G       | 1     | 1194        | 0.23       | 2.39        |
| 2e                      | 190TH ST    | G       | 1     | 140         | 0.03       | 2.41        |
| 2f                      | 190TH ST    | G       | 1     | 283         | 0.05       | 2.47        |
| 3a                      | CO RD E16   | F       | 1     | 5585        | 1.06       | 3.53        |
| 3b                      | CO RD E16   | P       | 2     | 630         | 0.24       | 3.76        |
| 4                       | SHOVER DR   | G       | 2     | 302         | 0.11       | 3.88        |
| 5                       | CO RD D62   | P       | 2     | 968         | 0.37       | 4.24        |
| 6                       | RIVER RD    | G       | 1     | 579         | 0.11       | 4.35        |

same  
 same  
 same  
 added, but there previously  
 added, but there previously  
 added, but there previously  
 added, but there previously  
 same  
 same, but increased by .01  
 added  
 same  
 same, but decreased by .1; may still be too much

| CITY OF MONTICELLO RESPONSIBILITY |                 |         |       |             |            |             |
|-----------------------------------|-----------------|---------|-------|-------------|------------|-------------|
| ROAD NO                           | DESCRIPTION     | SURFACE | LANES | LENGTH (LF) | LANE MILES | CUM. LENGTH |
| 7                                 | 190TH ST        | P       | 1     | 699         | 0.13       | 0.13        |
| 8a                                | S MAIN ST       | P       | 1     | 351         | 0.07       | 0.20        |
| 8b                                | S MAIN ST       | P       | 2     | 2759        | 1.05       | 1.24        |
| 8c                                | S MAIN ST       | P       | 1     | 1518        | 0.29       | 1.53        |
| 9a                                | BUS 151 N       | P       | 1     | 1271        | 0.24       | 1.77        |
| 9b                                | BUS 151 N       | P       | 2     | 694         | 0.26       | 2.04        |
| 10                                | RIVER RD        | F       | 2     | 1674        | 0.63       | 2.67        |
| 10a                               | 11TH ST         | P       | 1     | 756         | 0.14       | 2.81        |
| 10b                               | 11TH ST         | P       | 1     | 404         | 0.08       | 2.89        |
| 11a                               | HARDSCRABBLE RD | P       | 1     | 2779        | 0.53       | 3.42        |
| 11b                               | HARDSCRABBLE RD | P       | 2     | 253         | 0.10       | 3.51        |

added  
 Was 1.63 (all of S. Main) now is 1.41.  
 "  
 "  
 "  
 Was .27, now .5  
 "  
 same  
 Should be 11a  
 Should be 11b  
 Should be 12a  
 Should be 12b

City Council Meeting  
Prep. Date: 04/12/18  
Preparer: Doug Herman



Agenda Item: # 4  
Agenda Date: 04/16/18

**Agenda Item Description:** Resolution to approve extension of John Drive.

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

**Attachments & Enclosures:**

|                     |
|---------------------|
| Proposed Resolution |
| Aerial depiction    |
|                     |
|                     |

**Fiscal Impact:**

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

**Synopsis:** The County is nearing completion of the Jets facility and in lieu of installing a driveway is proposing to install a street extension of approximately 62'.

**Background Information:** The City Council previously authorized the County to connect the new Jets building to John Drive by way of a driveway from the parking area to the west end of John Drive. The County, after considering the costs of the driveway has determined it to be more appropriate to see to the installation of an extension to John Drive. City Staff, including the City Engineer, PW Director, and City Administrator met with two Board Members, the County Engineer and another representative of the County Engineer's office on site, April 12, 2018 to look at plans proposed by the County Engineer. Due to the elevation of the building the roadway extension will require a significant amount of earth moving if the street elevation is designed as currently proposed. City staff have asked the County Engineer to look at other options before supporting the option currently proposed.

As the County is in a bit of a time crunch I would merely ask the Council to approve the extension while giving the City Engineer and PW Director final say in the approval of an appropriate design while working with the County Engineer. The Resolution would merely permit the extension of the street subject to an agreement on design by the Engineer and PW Director.

**Staff Recommendation:** I recommend that the Council approve of the extension of John Drive and authorize the City Engineer and PW Director to work with the County Engineer on final design specifications.

# The City of Monticello, Iowa

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

## RESOLUTION #18-\_\_

### Approving extension of John Drive

- WHEREAS,** Jones County is currently involved in the construction of a new JETS bus facility within the City limits of Monticello, and
- WHEREAS,** The County has determined it appropriate to extend John Drive approximately 60 feet to the west off of which will be a paved parking lot to serve the facility, and
- WHEREAS,** The County Engineer is designing the proposed road extension and his proposed design has been reviewed by the City Engineer, City Administrator and PW Director, and options, in addition to the one proposed are under consideration at this time, and
- WHEREAS,** The City finds that the road extension is appropriate and that they have no objections to same, directing the City Engineer and the PW Director to work with the County Engineer on a design that meets the best interests of the City and results in the construction of a street extension whose dedication to the City will in fact be accepted by the City upon completion.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve of the proposed approximate 60' extension of John Drive, with final design to be subject to approval by the City Engineer and PW Director.

**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 16<sup>th</sup> day of April, 2018.

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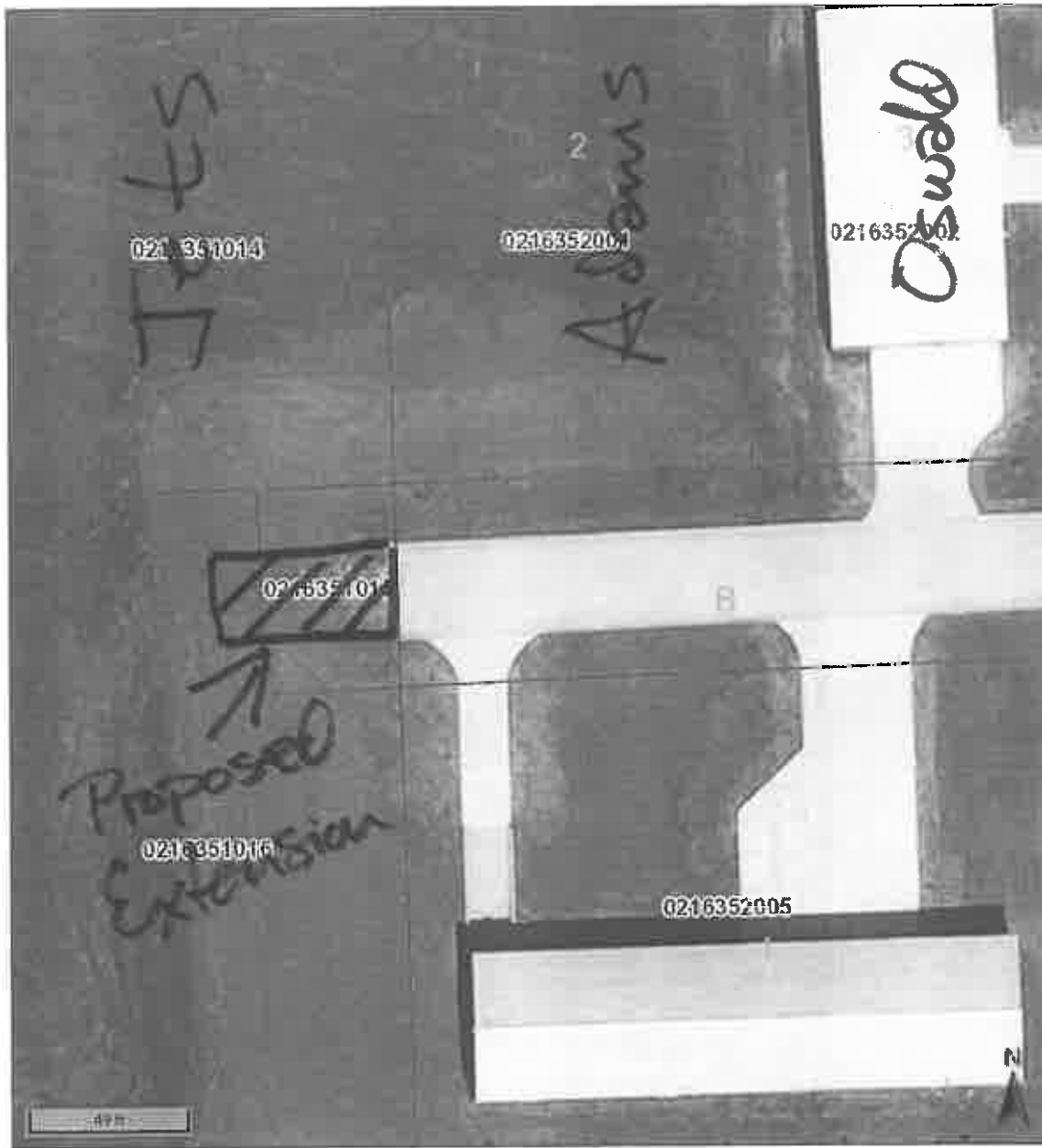
Brian Wolken, Mayor

Attest:

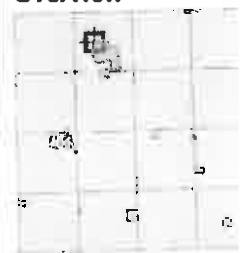
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Sally Hinrichsen, City Clerk








**Overview**



**Legend**

-  Parcels
-  Cartography
-  Major Roads

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: 4/12/2018  
Last Data Uploaded: 4/12/2018 6:01:43 PM

**Communication Page**

**Agenda Items Description:** Resolution to approve the release of retainage and payment of same to Eastern Iowa Excavating & Concrete Re: 2017 Main Street HMA project.

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

|   |                         |                                       |  |   |                   |  |                 |                         |              |             |          |  |
|---|-------------------------|---------------------------------------|--|---|-------------------|--|-----------------|-------------------------|--------------|-------------|----------|--|
| <b>Attachments &amp; Enclosures:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Resolution</td></tr> <tr><td style="padding: 2px;">Engineer E-mail. Recommending Payment</td></tr> <tr><td style="padding: 2px;"> </td></tr> </table> | Resolution              | Engineer E-mail. Recommending Payment |  | <b>Fiscal Impact:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Budget Line Item:</td><td style="padding: 2px;"> </td></tr> <tr><td style="padding: 2px;">Budget Summary:</td><td style="padding: 2px;">Main Street HMA Project</td></tr> <tr><td style="padding: 2px;">Expenditure:</td><td style="padding: 2px;">\$27,764.97</td></tr> <tr><td style="padding: 2px;">Revenue:</td><td style="padding: 2px;"> </td></tr> </table> | Budget Line Item: |  | Budget Summary: | Main Street HMA Project | Expenditure: | \$27,764.97 | Revenue: |  |
| Resolution  |                         |                                       |  |   |                   |  |                 |                         |              |             |          |  |
| Engineer E-mail. Recommending Payment   |                         |                                       |  |   |                   |  |                 |                         |              |             |          |  |
|   |                         |                                       |  |   |                   |  |                 |                         |              |             |          |  |
| Budget Line Item:   |                         |                                       |  |   |                   |  |                 |                         |              |             |          |  |
| Budget Summary:   | Main Street HMA Project |                                       |  |   |                   |  |                 |                         |              |             |          |  |
| Expenditure:  | \$27,764.97             |                                       |  |   |                   |  |                 |                         |              |             |          |  |
| Revenue:  |                         |                                       |  |   |                   |  |                 |                         |              |             |          |  |

**Synopsis:** Approval of retainage payment to Eastern Iowa related to Main Street HMA Project.

**Background Information:** Eastern Iowa's 5<sup>th</sup> pay request was approved on 2/19/2018, leaving the City holding retainage in the amount of \$27,764.97. Neither City staff nor the City Engineer have been put on notice of any reason to not release the retainage at this time. After release of the retainage, and payment to Eastern Iowa, we will be in a position to wrap this project up with the IDOT.

**Recommendation:** I recommend that the Council approve the proposed Resolution authorizing Release of the Retainage and payment of same to Eastern Iowa Excavating & Concrete, Inc. in the amount of \$27,764.97.

# The City of Monticello, Iowa

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

## RESOLUTION #18-\_\_\_

**Approving the release of Retainage and payment of same in the amount of \$27,764.97 to Eastern Iowa Excavating & Concrete Re: 2017 Main Street HMA Project.**

- WHEREAS,** Eastern Iowa Excavating & Concrete contracted with the City to perform the 2017 Main Street HMA project, and
- WHEREAS,** Eastern Iowa Excavating & Concrete has previously completed work on this project and been paid for their work but for the contractually agreed upon 5% retainage which totals \$27,764.97, and
- WHEREAS,** Upon a review of the project as completed and after consultation with the City Engineer, it has been determined to be appropriate to release the retainage and pay Eastern Iowa Excavating & Concrete the retainage balance in the amount of \$27,764.97 at this time, and
- WHEREAS,** After release and payment of the retainage the City will then be in a position to seek final reimbursement from the IDOT for their share of the final project costs, and
- WHEREAS,** The Council finds that the retainage should be released and payment made to Eastern Iowa Excavating & Concrete in the amount of \$27,764.97.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve the release of the retainage and payment to Eastern Iowa Excavating & Concrete, Re: 2017 Main Street HMA project, in the amount of \$27,764.97.

**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 16<sup>th</sup> day of April, 2018.

---

Brian Wolken, Mayor

*Attest:*

---

Sally Hinrichsen, City Clerk

## Doug Herman

---

**From:** Patrick Schwickerath <pschwickerath@snyder-associates.com>  
**Sent:** Wednesday, April 11, 2018 7:45 AM  
**To:** Doug Herman  
**Cc:** Casey R. Zwolinski  
**Subject:** RE: Main Street HMA Project

Good morning Doug. We have not received any information that would necessitate holding the retainage longer. If the City has not received anything releasing the retainage should be okay.

After the retainage is released we will need proof of payment to Eastern Iowa. Then we can complete the checklist provided by t Tom Storey. Thanks!

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

---

**From:** Doug Herman [mailto:dherman@ci.monticello.ia.us]  
**Sent:** Tuesday, April 10, 2018 12:05 PM  
**To:** Patrick Schwickerath <pschwickerath@snyder-associates.com>  
**Subject:** Main Street HMA Project

Patrick:

Can we pay the retainage to Eastern Iowa on the HMA project or is there a hang up yet? Casey's letter of 2/14 suggests that retainage of \$27,764.97 could be paid 30 days after completed work which I believe has now passed. Please advise.

Doug

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City Council Meeting  
Prep. Date: 04/12/18  
Preparer: Doug Herman



Agenda Item: # 6  
Agenda Date: 04/16/18

**Agenda Item Description:** Resolution to approve Agreement between City of Monticello and HDR Engineering, Inc. for professional services

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

**Attachments & Enclosures:**

|                                    |
|------------------------------------|
| Proposed Resolution                |
| Proposed Agreement                 |
| MSA Independent Fee Estimate (IFE) |
|                                    |

**Fiscal Impact:**

|                   |           |
|-------------------|-----------|
| Budget Line Item: | n/a       |
| Budget Summary:   | Airport   |
| Expenditure:      | \$165,651 |
| Revenue:          |           |

**Synopsis:** The proposed Agreement between City and HDR is tied to the preparation of an updated Airport Master Plan.

**Background Information:** The preparation of an updated Airport Master Plan, complete with updated GIS Survey data, is an FAA requirement and prerequisite to additional "airside" funding from the FAA. (Airside = Runway improvements, extensions, widening, property acquisition for those purposes, etc.)

The Airport Board went through a process to identify a firm to work with for Airport Planning purposes and chose HDR who will rely on Airport Planner Jerry Searle, with whom the City has worked with for many years. After receipt of the HDR proposed agreement a second bid was sought, consistent with FAA requirements, from a competing firm (MSA). Their bid came in at approximately \$192,590.

The proposed agreement must be approved and submitted to the FAA so that they may appropriate funding for this purpose. The FAA will cover 90% of the expense and if for some reason funding is not made available this project will not move forward at this time. The Airport Revenues are anticipated to cover the City portion of this expense. (10% or approximately \$19,500)

**Staff Recommendation:** I recommend that the Council approve of the proposed agreement with the understanding that said project is contingent upon FAA funding and without same the project will not move forward.

**AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR  
PROFESSIONAL SERVICES  
AGREEMENT NUMBER \_\_\_\_\_**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between City of Monticello (“OWNER”), with principal offices at 200 East 1<sup>st</sup> Street, Monticello, IA 52310 and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with principal offices at 8404 Indian Hills Drive, Omaha, Nebraska, 68114 for services in connection with the project known as Airport Master Plan (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on the basis of  
- lump sum. The amount of the lump sum is One hundred sixty-five thousand six hundred fifty-one Dollars (\$165,651).

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

**SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

within the time period(s) described in Exhibit A.

as follows:

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.  
"ENGINEER"

BY: \_\_\_\_\_

NAME: J. Mike Coleman

TITLE: Sr. Vice President

ADDRESS: 6300 S. Old Village Place,  
Suite 100  
Sioux Falls, SD 57108



**EXHIBIT A**

**SCOPE OF SERVICES**

**SCOPE OF WORK  
AIRPORT MASTER PLAN  
MONTICELLO REGIONAL AIRPORT (MXO)**

The Airport Master Plan will be prepared in accordance with FAA AC 150/5070-6B (Change 2 dated 1-27-15) Airport Master Plans. The goal of the Master Plan is to provide a framework to guide future development that will efficiently accommodate aeronautical demand. **Based upon FAA guidance, the Monticello Regional Airport Master Plan should meet the following objectives:**

1. Document the issues that proposed development will address.
2. Justify the proposed development through the technical, economic and environmental investigation of concepts and alternatives.
3. Provide an effective graphic presentation of the development of the airport and anticipated land uses in the vicinity.
4. Establish a realistic schedule for the implementation of the development proposed in the plan, particularly the short-term capital improvements program.
5. Propose an achievable financial plan to support the implementation schedule.
6. Provide sufficient project definition and detail for subsequent environmental evaluations that may be required before the project is approved.
7. Present a plan that adequately addresses the issues and satisfies local, state and Federal regulations.
8. Document policies and future aeronautical demand to support municipal or local deliberations on spending, debt, land use controls and other policies necessary to preserve the integrity of the airport and its surroundings.
9. Set the stage and establish the framework for continuing planning process. Such a process should monitor key conditions and permit changes in plan recommendations as required.

The City and Airport Board will consider the creation of an Airport Master Planning Task Force to include aviation users, economic development group, elected officials and others. In addition to local stakeholders, the airport planning process will encourage active participation by the Iowa DOT – Office of Aviation and allow for public participation.

In addition to the Master Plan objectives previously discussed, the planning process will also identify local objectives. These may include:

- Developing a plan that is sustainable given local resources that may be allocated to the airport over a sustained period of time.
- Develop land uses adjacent to the airport that are not only compatible, but also benefit from the close proximity.

The Scope of work consists of nine (9) work elements and are based on FAA Central Region – Airports Division guidance entitled: Scope of Work Items/Tasks (January 20, 2016).

### **1.1 EXISTING CONDITIONS**

The purpose of this work element is to collect basic information and data to be used to prepare the Airport Master Plan, Airport Layout Plan and required environmental documentation.

### **1.2 Airport Service Area**

The Monticello Regional Airport service area will be defined and discussed in terms of:

- Geographic Area
- Socioeconomic Trends
- State System Plan Role
- Federal Role
- Area Airports

### **1.3 Airport Facility Components**

Existing airport facility components will be identified and summarized based on record drawings and on-site inspection.

- Runway Facilities: RW 15/33 and RW 9/27
  - Length/Width Dimensions/Threshold Location
  - Pavement Condition (PCI)/Pavement Structure
  - Threshold and Edge Lighting Type and Condition
  - Visual Guidance Slope Indicators
  - Runway End Identifier Lights
  - Runway Safety Area Grading
  - Runway Marking (Paved/Turf Surface)
- Taxiway Facilities
  - Width, Pavement Structure/Condition
  - Edge Lighting Type and Condition
  - Taxiway Marking
- Aircraft Parking/Operational Area/Taxilanes
  - Apron Pavement Structure/Condition
  - Apron Tiedown and Taxilane Pavement Marking
- Aircraft storage and FBO Maintenance Facilities
  - Square Footage/Clear Door Dimensions
- Terminal Building/FBO Facilities
  - Square Footage/Building Condition
  - Building usage: Pilot Lounge, Flight Planning Public Area, Meeting Rooms, Mechanical Room, FBO-Instruction, Office

- Other Airport Tenant Facilities

**1.4 Environmental/Physical Setting**

- Wind Speed and Direction
- Precipitation/Snow Data
- Topography, Watershed/Drainage, Wetlands
- Soil and Geological, Natural Vegetation
- Adjacent Land Use, Airport Environs

**1.5 Published Instruments Approach Procedures**

- Aircraft Category (Approach Speed)
- Forward Visibility, Decision Height

Upon completing the inventory, discrepancies (if any) found on the FAA 5010 Master Record and/or Airport Facilities Directory will be noted.

**2.1 AERONAUTICAL FORECAST**

**2.2 Registered/Based Aircraft Inventory**

Based on the airport service area defined in Element 1.0, a current list of registered and based aircraft will be prepared. Based aircraft (current/waiting list) will include the following:

- Make/Model
- Approach Speed
- Wing Span/Tail Height
- Gross Take-off Weight
- Piston, Turbine, Roto, Glider, Balloon
- Aircraft Reference Code

**2.3 State Aviation System Plan And FAA Aerospace Forecasts**

Summarize national and state aviation trends to include aircraft numbers, operations and use.

**2.4 Forecast/Critical Design Aircraft**

Preparation of an aviation forecast is a critical element of the Airport Master Plan process. FAA approval of the critical design aircraft and aircraft operational mix is required before proceeding with the remaining work elements. The forecast covers a 5-, 10- and 20-year time horizon for each of the following:

- Based aircraft to include tail height, wing span and approach speed

- Total annual local and itinerant aircraft operational mix (FAA approval required)
- Design aircraft of mix of aircraft (FAA approval required)
- Peak month, day and hour operational activity
- Charter operations, Passenger, Cargo

Referenced will be made to the FAA Terminal Area Forecast (TAF) and FAA Traffic Flow Management Count System (TFMCS). The forecast methodology should be sufficient to support the forecast numbers generated and explain the basis for significant variation from the FAA generated TAF.

### 3.1 FACILITY REQUIREMENTS

Element 3.0 will provide a description of airport facility needs. Recommendations regarding airport facility needs will be based in part on FAA standards, Runway Design Groups criteria, Airport Design Group Criteria, life cycle analysis and aeronautical demand. The objective is to maintain a facility that accommodates aeronautical activity, provides a safe aircraft operating environment and is self sustaining.

- Runway Length and Width Requirements (Design Aircraft Mix)
- RW 15/33, RW 9/27
- Taxiway and Taxilane Requirements (Design Aircraft Mix)
- Pavement Wheel Loading (Based on Life Cycle, Forecast)
- RW 15/33, RW 9/27, Apron (New), Taxiway (FBO, Tee Hangar)
- Airfield Lighting: MIRL, REIL, VGSI (Based on Life Cycle)
- Airfield Drainage, Terminal Area Drainage
- Terminal Area: Electrical Vault; Water & Sanitary Infrastructure, Communication-UNICOM, RCO
- Terminal Building: Rehabilitation Requirement (Electrical, HVAC, Structural)
- FBO Facility
- Fuel
- Aircraft storage: Tee Hangars, Conventional Hangars; Aircraft parking
- Airport Security: Access Control, Lighting
- Operations: Snow Removal Storage and Equipment, Grounds Maintenance Equipment
- Vehicle Access/Parking
- Tenant Organizations
- Approach/Departure Surfaces, Threshold Siting Requirements

This element will focus to a large extent on “Safety Critical” requirements so as to maintain desired approach minima to each runway and a safe aircraft

operational environment. FAA design standards as per FAA AC 150/5300-13 A (latest version) will be referenced.

#### **4.1 ALTERNATIVES**

##### **4.2 Runway Facilities**

The existing airport geometry is considered fixed. This element will explain why there is no need to consider runway alignment alternatives. The alternatives analysis will examine safety critical elements associated with each runway

- Runway Safety Area (RSA)
- Runway Protection Zone (RPZ)
- Approach/Departure Surfaces
- Runway Object Free Area

Where the above referenced elements do not satisfy current standards, an alternatives analysis will be undertaken to consider the most appropriate mitigation action. The visibility zone between the two intersecting runways will be examined as well as the line of sight along each runway.

The terminal area location is considered fixed. An alternative analysis may be undertaken should additional hangars, vehicle parking, and other facilities be recommended in Element 3.0.

The terminal area alternative analysis will:

- Identify and evaluate reasonable alternatives to correct deficiencies (if any) related to FAA design standards.
- Identify and evaluate reasonable alternatives to locating future hangars within the terminal area.

The Airport Master Plan will identify a range of alternatives that meet the airport's aeronautical needs. From the range of reasonable alternatives, the Airport Commission may select a preferred alternative.

#### **5.1 ENVIRONMENTAL OVERVIEW**

##### **5.2 Federal Environmental Requirements**

Where a "Federal" action is being contemplated, the proposed project is subject to requirements of the National Environmental Policy Act (NEPA). FAA will determine the appropriate level of environmental documentation and analysis needed to provide an environmental determination. It should be noted that some federal actions can be

“categorically” excluded. These actions are identified in FAA Order 1050.1F Environmental Impacts Policies and Procedures.

Other action may require the preparation of an Environmental Assessment (EA). The FAA Central Region staff will determine the level of environmental documentation needed so as to be compliant with the National Environmental Policy Act.

Reference will also be made to FAA Order 5050.4B NEPA Implementing Instructions for Airport Actions as well as the analysis process set forth in the FAA publication entitled FAA Environmental Desktop Reference. Element 5.0 is limited to providing an environmental overview of conditions within the airport environs and potential impacts associated with alternatives/recommendations in Elements 3.0 and 4.0.

### **5.3 Environmental Consequences/Sustainability**

Within the airport’s environmental footprint, consideration will be given to those environmental resources that may affect the planning of the proposed development.

- Air Quality
- Biological resources
- Climate
- DOT Section 4 (f) Resources
- Farmlands
- Hazardous Materials, Solid Waste, Pollution Prevention
- Historic, Archaeological and Cultural Resources
- Natural Resources and Energy Supply
- Noise and Compatible land use
- Socioeconomic, Environmental Justice, and Children’s Environmental Health and safety risk
- Visual Effects
- Water Resources
- Cumulative Impacts

The Environmental Review will be prepared in accordance with guidance set forth in FAA AC 150/5050.6B, Appendix D Consideration of Environmental Factors in Airport Master Planning.

### **5.4 Sustainability Initiatives**

The City of Monticello/Airport Board has stated that one of its goals is to implement actions that will contribute to promoting and sustaining

the airport. Within this task, consideration will be given to establishing sustainable goals and initiatives:

- Prepare an Airport Solid Waste and Recycling Plan.
- Promote actions to reduce operational and maintenance costs while enhancing airport generated revenue.

## **6.1 AIRPORT LAYOUT PLAN**

### **6.2 Airports GIS (AGIS)**

The following FAA Advisory Circulars will be referenced. The circulars set forth survey, accuracy and the verification process to be used in collecting and submission of data to FAA and the National Geodetic Survey (NGS).

- FAA AC 150/5300-16A General Guidance and Specifications for Aeronautical Surveys
- FAA AC 150/5300-17C Standards for Using Remote Sensing Technology in Airport Surveys
- FAA AC 150/5300-18C General Guidance and Specifications for Aeronautical Surveys

A Statement of Work regarding the collection of aerial imagery, ground contours, planimetric mapping survey data points along with a quality control plan will be prepared and submitted to FAA for review and uploaded to the AGIS website prior to work commencing.

### **6.3 Airport Layout Plan (ALP)**

The airport layout plan will be prepared in accordance with applicable FAA ACs and FAA Central Region Airports Division guidance. Since the last ALP was approved by FAA, the FAA has created new guidance to be used in preparing as well as in approving the ALP.

- SOP 2.00 Standard Procedure for FAA Review and Approval of Airport Layout Plans
- SOP 3.00 Standard Procedures for Review and Approval of Exhibit A Property Map.
- SOP 4.00 Standard Operating Procedure for Safety Risk Management (SRM)

The ALP exhibit set will include the following drawing sheets as per FAA AC 150/5070-6B Appendix F:

- Title Sheet (FAA Approval Block)
- Airport Layout Plan Drawing and Associated Tables, Survey Control
- Airport Imaginary Surfaces based on FAR Part 77



- Approach Plan and Profile
  - RW 15/33
  - RW 9/27
- Inner Approach Surfaces
  - RW 15/33
  - RW 9/27
- Runway Plan and Profile
  - RW 15/33
  - RW 9/27
- Runway Departure Surface Drawing
- Terminal Area Plan
- Land Use Plan
- Exhibit A Property Drawing

The analysis will include a discussion related to existing planned approaches intended to accommodate the forecast aeronautical activity and will include AGIS verified data relevant to requirements associated with obstacle clearance surfaces (OCS), Threshold Siting Surfaces (TSS) and departure surfaces.

#### **6.4 Land Use Compatibility/Zoning**

This work task will include a discussion of existing and future land uses within the immediate vicinity of the airport. The Iowa DOT – Office of Aviation [Airport Land Use Guidebook](#) will be used in preparing land use recommendations.

The current airport height restrictions and hazard zoning ordinance will be reviewed and updated.

### **7.1 IMPLEMENTATION/FINANCIAL PLAN**

Element 7.0 will include the Capital Improvement Program and a Financial Plan. The Capital Improvements program will include a description and justification for each capital project being recommended. Given that the capital improvement program is updated and submitted to Iowa DOT and FAA annually, this section of the Airport Master Plan report will be structured so that the ACIP Data sheets can easily be created and updated as required (Quantity and Unit Cost Opinions).

A Financial Plan will also be prepared. The Capital Improvements Program, while setting forth a cost opinion, does not do much good unless the Capital Improvements are:

- Supported by a well-documented need
- Meet and satisfy benefit cost criteria

- Ranked based on local priorities and considered within the context of state and federal project ranking criteria.

As previously mentioned, the planning process should bring together stakeholders so as to develop a plan that will best sustain the airport over a 20-year time horizon.

## **8.1 DELIVERABLES**

### **8.2 Airport Master Plan Document**

#### **8.2.1 DRAFT AIRPORT MASTER PLAN REVIEW**

- Two (2) hard copies; Three (3) electronic copy

#### **8.2.2 FINAL AIRPORT MASTER PLAN**

- Seven (7) hard copies, Three (3) electronic copies
- Airport Master Plan Content
  - Inventory
  - Forecast (FAA Forecast Approval Letter)
  - Alternatives Analysis
  - Environmental Overview
  - Airport Layout Plan Narrative/Drawing Set
  - Airport Capital Improvements Program
  - Implementations/Financial Plan
  - Appendix
    - Survey Control (PACS/SACS)
    - Environmental Review Coordination
      - Resource Agency Comment
    - Airport Master Planning Task Force
      - Public Participation (Multi-Jurisdiction)
      - Recommendations
    - Sustainability Goals/Initiatives
    - Airport Board
      - Recommendations/Minutes
    - FAA 5010 Airport Master Record
      - Redline/Original
    - Exhibit A – Property Map
      - Titles, Deeds, Easements of Record
    - Intergovernmental Coordination
      - County Board of Supervisors/City Council
      - Planning and Zoning Commissions

### **8.3 Airport Layout Plan**

### 8.3.1 SURVEY DATA - AGIS

- Airports GIS (A-GIS) Website Stations/Access
  - Statement of Work (FAA AC 150/5300-16)
  - Survey Control Plan (FAA AC 150/5300-18)
  - Quality Control Plan (FAA AC 150/5300-16,17,18)
  - Imagery Plan (FAA AC 150/5300-17)
- Airports GIS Submittal/Acceptance
  - Survey/Quality/Control Plans
  - Imagery Data
  - Survey Data

### 8.3.2 ALP REVIEW/APPROVAL PROCESS

- Preliminary ALP Drawing Set/ALP Checklist
  - One (1) hard copy full signed set, one (1) electronic copy to FAA for review and comments.
  - One (1) copy of ALP checklist
- Final ALP Drawing Set
  - Five (5) copies of full signed hard copy drawing set
  - Three (3) electronic copies

## 8.4 Other Work Tasks

### 8.4.1 PREPARE FAA AIP GRANT APPLICATION

### 8.4.2 ASSIST CITY WITH ELECTRONIC DRAWDOWN (IF NECESSARY)

### 8.4.3 PREPARE:

- Quarterly Progress Report
- FAA SF-425 and SF-271 (Annual, Close-out)

## 9.1 MEETINGS

### 9.2 Airport Board Meetings

- Attend Airport Board Meetings as requested by Board

### 9.3 Airport Master Planning Task Force Meetings

- Conduct no more than three (3) Airport Master Plan Task Force Meetings to coincide with Airport Board Meetings.

# ATTACHMENT 1

**CDR** City of Monticello - Monticello Regional Airport - Airport Master Plan

| Personnel                                     | Jerry Searle              | Joe Spradling           | Dave Ruppel            | Ryan Hansen      | Rachel Gibson | Crystal Lyon    |  |  |  |  | Total Hours                                      | Total Cost        |
|---|---------------------------|-------------------------|------------------------|------------------|---------------|-----------------|--|--|--|--|--|-------------------|
| Rate Category/Description                     | Project Manager/Principal | Project Quality Control | Airport GIS Technician | Airport Engineer | Accountant    | Admin Assistant |  |  |  |  |  |                   |
| Direct Rate                                   | \$63.96                   | \$52.31                 | \$46.32                | \$36.21          | \$36.33       | \$11.00         |  |  |  |  |  |                   |
| <b>TASK 1 - Existing Conditions</b>           |                           |                         |                        |                  |               |                 |  |  |  |  |  |                   |
| 1.1 Existing Conditions                       | 12                        |                         |                        | 8                |               | 4               |  |  |  |  | 24   | \$ 1,142          |
| 1.2 Airport Facility Conditions               | 16                        |                         | 16                     | 24               |               | 4               |  |  |  |  | 60   | \$ 2,717          |
| 1.3 Environmental/Physical Setting            | 32                        |                         |                        |                  |               | 4               |  |  |  |  | 4  | \$ 2,628          |
| 1.4 Instrument Approach Procedures            | 16                        |                         |                        |                  |               | 2               |  |  |  |  | 2  | \$ 1,248          |
| <b>Subtotals</b>                              | <b>76</b>                 |                         | <b>16</b>              | <b>32</b>        |               | <b>14</b>       |  |  |  |  | <b>162</b>                                       | <b>\$ 7,694</b>   |
|   |                           |                         |                        |                  |               |                 |  |  |  |  | <b>Task Total Cost</b>                           | <b>\$ 7,694</b>   |
| <b>TASK 2 - Aeronautical Forecast</b>         |                           |                         |                        |                  |               |                 |  |  |  |  |  |                   |
| 2.1 Registered/Board Aircraft Inventory       | 4                         |                         |                        |                  |               | 2               |  |  |  |  | 6  | \$ 299            |
| 2.2 SASP/FAA Aeronautical Forecast            | 8                         |                         |                        |                  |               | 2               |  |  |  |  | 10   | \$ 563            |
| 2.3 Forecast/Critical Design Aircraft         | 24                        |                         |                        |                  |               | 8               |  |  |  |  | 30   | \$ 1,870          |
| <b>Subtotals</b>                              | <b>36</b>                 |                         |                        |                  |               | <b>10</b>       |  |  |  |  | <b>46</b>  | <b>\$ 2,912</b>   |
|   |                           |                         |                        |                  |               |                 |  |  |  |  | <b>Task Total Cost</b>                           | <b>\$ 2,912</b>   |
| <b>TASK 3 - Facility Requirement</b>          |                           |                         |                        |                  |               |                 |  |  |  |  |  |                   |
| 3.1 Facility Requirements                     | 40                        |                         | 16                     |                  |               | 6               |  |  |  |  | 62   | \$ 3,420          |
| <b>Subtotals</b>                              | <b>40</b>                 |                         | <b>16</b>              |                  |               | <b>6</b>        |  |  |  |  | <b>62</b>  | <b>\$ 3,420</b>   |
|   |                           |                         |                        |                  |               |                 |  |  |  |  | <b>Task Total Cost</b>                           | <b>\$ 3,420</b>   |
| <b>TASK 4 - Alternatives</b>                  |                           |                         |                        |                  |               |                 |  |  |  |  |  |                   |
| 4.1 Runway Facilities                         | 8                         |                         |                        | 16               |               | 2               |  |  |  |  | 26   | \$ 1,133          |
| 4.2 Terminal Facilities                       | 16                        |                         | 16                     | 16               |               | 2               |  |  |  |  | 50   | \$ 2,383          |
| <b>Subtotals</b>                              | <b>24</b>                 |                         | <b>16</b>              | <b>32</b>        |               | <b>4</b>        |  |  |  |  | <b>76</b>  | <b>\$ 3,616</b>   |
|   |                           |                         |                        |                  |               |                 |  |  |  |  | <b>Task Total Cost</b>                           | <b>\$ 3,616</b>   |
| <b>TASK 5 - Environmental Overview</b>        |                           |                         |                        |                  |               |                 |  |  |  |  |  |                   |
| 5.1 Federal Environmental Overview            | 4                         |                         | 16                     |                  |               | 2               |  |  |  |  | 22   | \$ 1,040          |
| 5.2 Environmental Consequences                | 24                        |                         | 8                      |                  |               | 4               |  |  |  |  | 32   | \$ 1,801          |
| 5.3 Sustainability Initiatives                | 15                        |                         |                        |                  |               | 4               |  |  |  |  | 24   | \$ 1,282          |
| <b>Subtotals</b>                              | <b>44</b>                 |                         | <b>24</b>              |                  |               | <b>10</b>       |  |  |  |  | <b>78</b>  | <b>\$ 4,133</b>   |
|   |                           |                         |                        |                  |               |                 |  |  |  |  | <b>Task Total Cost</b>                           | <b>\$ 4,133</b>   |
| <b>TASK 6 - Airport Layout Plan</b>           |                           |                         |                        |                  |               |                 |  |  |  |  |  |                   |
| 6.1 Airports GIS                              | 8                         |                         | 8                      |                  |               | 2               |  |  |  |  | 18   | \$ 924            |
| 6.2 Airport Layout Plan                       | 32                        |                         | 48                     |                  |               | 2               |  |  |  |  | 82   | \$ 4,304          |
| 6.3 Land Use Capability/Planning              | 8                         |                         | 8                      |                  |               | 2               |  |  |  |  | 18   | \$ 924            |
| <b>Subtotals</b>                              | <b>48</b>                 |                         | <b>64</b>              |                  |               | <b>6</b>        |  |  |  |  | <b>118</b>                                       | <b>\$ 6,152</b>   |
|   |                           |                         |                        |                  |               |                 |  |  |  |  | <b>Task Total Cost</b>                           | <b>\$ 6,152</b>   |
| <b>TASK 7 - Implementation/Financial Plan</b> |                           |                         |                        |                  |               |                 |  |  |  |  |  |                   |
| 7.1 Implementation Plan/CIP                   | 16                        |                         |                        | 32               |               | 8               |  |  |  |  | 56   | \$ 2,383          |
| 7.2 Financial Plan                            | 16                        |                         |                        |                  |               | 8               |  |  |  |  | 22   | \$ 1,151          |
| <b>Subtotals</b>                              | <b>32</b>                 |                         |                        | <b>32</b>        |               | <b>16</b>       |  |  |  |  | <b>78</b>  | <b>\$ 3,604</b>   |
|   |                           |                         |                        |                  |               |                 |  |  |  |  | <b>Task Total Cost</b>                           | <b>\$ 3,604</b>   |
| <b>TASK 8 - Deliverables</b>                  |                           |                         |                        |                  |               |                 |  |  |  |  |  |                   |
| 8.1 Airport Master Plan                       | 8                         |                         | 4                      |                  |               | 32              |  |  |  |  | 41   | \$ 1,390          |
| 8.2 Airport Layout Plan Review                | 16                        |                         | 8                      |                  |               | 8               |  |  |  |  | 24   | \$ 1,389          |
| 8.3 Quality Control (QC)                      | 12                        |                         | 12                     |                  |               | 12              |  |  |  |  | 24   | \$ 1,512          |
| <b>Subtotals</b>                              | <b>36</b>                 |                         | <b>24</b>              |                  |               | <b>52</b>       |  |  |  |  | <b>92</b>  | <b>\$ 4,289</b>   |
|   |                           |                         |                        |                  |               |                 |  |  |  |  | <b>Task Total Cost</b>                           | <b>\$ 4,289</b>   |
| <b>TASK 9 - Meetings</b>                      |                           |                         |                        |                  |               |                 |  |  |  |  |  |                   |
| 9.1 Airport Board                             | 28                        |                         |                        |                  |               | 8               |  |  |  |  | 34   | \$ 1,914          |
| <b>Subtotals</b>                              | <b>28</b>                 |                         |                        |                  |               | <b>8</b>        |  |  |  |  | <b>34</b>  | <b>\$ 1,914</b>   |
|   |                           |                         |                        |                  |               |                 |  |  |  |  | <b>Task Total Cost</b>                           | <b>\$ 1,914</b>   |
| <b>TASK 10 - Accounting</b>                   |                           |                         |                        |                  |               |                 |  |  |  |  |  |                   |
| 10.1 Accounting                               |                           |                         |                        |                  |               | 18              |  |  |  |  | 18   | \$ 363            |
| <b>Subtotals</b>                              |                           |                         |                        |                  |               | <b>18</b>       |  |  |  |  | <b>18</b>  | <b>\$ 363</b>     |
|   |                           |                         |                        |                  |               |                 |  |  |  |  | <b>Task Total</b>                                | <b>\$ 363</b>     |
| <b>Totals</b>                                 |                           |                         |                        |                  |               |                 |  |  |  |  | <b>362</b>                                       | <b>\$ 27,897</b>  |
|   |                           |                         |                        |                  |               |                 |  |  |  |  | <b>Direct Labor</b>                              | <b>\$ 37,007</b>  |
|   |                           |                         |                        |                  |               |                 |  |  |  |  | <b>Overhead (108.40%)</b>                        | <b>\$ 56,382</b>  |
|   |                           |                         |                        |                  |               |                 |  |  |  |  | <b>Total Labor</b>                               | <b>\$ 93,389</b>  |
|   |                           |                         |                        |                  |               |                 |  |  |  |  | <b>Fixed Fee (12%)</b>                           | <b>\$ 11,301</b>  |
|   |                           |                         |                        |                  |               |                 |  |  |  |  | <b>Facilities Capital Cost of Money (.3637%)</b> | <b>\$ 340</b>     |
|   |                           |                         |                        |                  |               |                 |  |  |  |  | <b>Total Expenses</b>                            | <b>\$ 67,781</b>  |
|   |                           |                         |                        |                  |               |                 |  |  |  |  | <b>Total Cost</b>                                | <b>\$ 155,451</b> |

| Expenses              |        |              |                     |
|-----------------------|--------|--------------|---------------------|
| Type                  | Number | Unit Cost    | Cost                |
| Lodging               | 2      | \$ 89.00     | \$ 178.00           |
| Lodging Tax           | 2      | \$ 20.00     | \$ 40.00            |
| Meals                 | 4      | \$ 32.00     | \$ 128.00           |
| Mileage               | 1880   | \$ 0.545     | \$ 915.60           |
| Printing              | 600    | \$ 0.16      | \$ 96.00            |
| Postage               | 7      | \$ 6.00      | \$ 42.00            |
| Quantum Spatial       |        | \$ 56,361.00 | \$ 56,361.00        |
| <b>Total Expenses</b> |        |              | <b>\$ 67,780.60</b> |

**EXHIBIT B**

**TERMS AND CONDITIONS**

# HDR Engineering, Inc.

## Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any

OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

## 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

## 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator,"

"generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

## 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supercedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## 17. ALLOCATION OF RISK

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

## 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## 19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

## 20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

**EXHIBIT C**

**FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS**



## FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

### ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

### CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

#### A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **B) Title VI Clauses for Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **C) Title VI List of Pertinent Nondiscrimination Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR part 26

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

## **ENERGY CONSERVATION REQUIREMENTS**

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor/consultant has full responsibility to monitor compliance to the referenced statute or regulation. The contractor/consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **RIGHT TO INVENTIONS**

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

## **SEISMIC SAFETY**

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

## **TRADE RESTRICTION CERTIFICATION**

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

#### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500**

##### **DISTRACTED DRIVING**

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The

Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000**

#### **TERMINATION OF CONTRACT**

Reference: 2 CFR § 200 Appendix II (B)

##### **Termination for Convenience**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

##### **Termination by Default**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
  - 1) Perform the services within the time specified in this contract or by Owner approved extension;
  - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
  - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are

incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
- 1) Defaults on its obligations under this Agreement;
  - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

##### **DEBARMENT AND SUSPENSION**

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.



## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

### **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

##### **BREACH OF CONTRACT TERMS**

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

##### **CLEAN AIR AND WATER POLLUTION CONTROL**

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

# **THE CITY OF MONTICELLO, IOWA**

## **RESOLUTION #18-\_\_**

### **Approving Agreement for Engineering Services between HDR Engineering, Inc. and the City of Monticello for services and expenses related to the preparation of an Airport Master Plan**

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

**WHEREAS**, The Monticello Airport Board previously presented and the City Council previously approved the Airport Five Year Capital Improvement Plan (CIP), said plan including the preparation of an updated Master Plan, and

**WHEREAS**, The Airport Board previously undertook a request for proposals process to identify both an Engineering Firm and an Airport Planner with whom to move forward with on FAA eligible projects, with Snyder and Associates being identified as the Engineering Firm and with HDR, in affiliation with Jerry Searle, being identified as the Airport Planner, and

**WHEREAS**, the FAA has determined that the Monticello Airport must, as its next step or next project, see to the updating of its Master Plan, before proceeding with land acquisitions or runway improvements or extensions, and

**WHEREAS**, the approval of this agreement is one of the required steps to move forward with a request for FAA funding, which is anticipated at 90% of the project costs, said project being contingent upon the future approval by the FAA of this project, and

**WHEREAS**, the City Administrator reports that he has been in regular contact with the FAA and working with them to ensure the submittal of all appropriate and required documents.

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 16<sup>th</sup> day of April 2018, that the Contract for Engineering Services between the City of Monticello and HDR Engineering is hereby approved and the Mayor is hereby directed to execute same on behalf of the Monticello City Council.

**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 16<sup>th</sup>  
day of April, 2018.

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Brian Wolken, Mayor

*Attest:*

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Sally Hinrichsen, City Clerk

## INDEPENDENT FEE ESTIMATE (IFE)

| Project Cost: Monticello Regional Master Plan/ALP |                         |                                       |                    |                     |                           |                  |             |                      |
|---|-------------------------|---------------------------------------|--------------------|---------------------|---------------------------|------------------|-------------|----------------------|
| Personnel   | Project Manager Planner | Project Quality Control Subconsultant | Airports GIS Tech. | Airport Engineer    | Account Survey Crew Chief | Admin Assist     | Total Hours | Total Cost           |
| Direct Rate                                       | \$ 32.00                |                                       | \$ 31.00           | \$ 32.50            | \$ 32.00                  | \$ 18.00         |             |                      |
| Task 1 Existing Conditions                        | 24                      |                                       | 16                 | 24                  |                           |                  | 64          | \$ 2,044.00          |
| Task 2 Aeronautical Forecast                      | 24                      |                                       |                    | 12                  |                           |                  | 36          | \$ 1,158.00          |
| Task 3 Facility Requirements                      | 4                       |                                       |                    | 16                  |                           |                  | 20          | \$ 648.00            |
| Task 4 Alternatives                               | 8                       |                                       |                    | 92                  |                           |                  | 100         | \$ 3,246.00          |
| Task 5 Environmental Review                       | 40                      |                                       | 8                  | 14                  |                           |                  | 62          | \$ 1,983.00          |
| Task 6 Airport Layout Plan                        | 16                      | \$ 75,000.00                          | 8                  | 236                 | 136                       |                  | 396         | \$ 87,782.00         |
| Task 7 Implementation Financial Plan              | 8                       |                                       |                    | 8                   |                           |                  | 16          | \$ 516.00            |
| Task 8 Deliverables MP Report/ALP                 | 141                     |                                       | 36                 | 40                  | 40                        | 16               | 273         | \$ 8,496.00          |
| Task 9 Meetings                                   | 30                      |                                       |                    | 30                  |                           |                  | 60          | \$ 1,935.00          |
| Task 10 Accounting                                |                         |                                       |                    | 160                 |                           |                  | 160         | \$ 5,200.00          |
| <b>Total Hours</b>                                | <b>295</b>              |                                       | <b>68</b>          | <b>632</b>          | <b>176</b>                | <b>16</b>        | <b>1187</b> | <b>-</b>             |
| <b>Total Cost</b>                                 | <b>\$ 9,440.00</b>      | <b>\$ 75,000.00</b>                   | <b>\$ 2,108.00</b> | <b>\$ 20,540.00</b> | <b>\$ 5,632.00</b>        | <b>\$ 288.00</b> | <b>-</b>    | <b>\$ 113,008.00</b> |

|                         |           |                   |
|-------------------------|-----------|-------------------|
| Direct Labor Cost       | \$        | 38,008.00         |
| Overhead Cost           | \$        | 63,499.97         |
| <b>Total Labor Cost</b> | <b>\$</b> | <b>101,507.97</b> |
| Fixed Fee               | \$        | 11,165.88         |
| Expenses                | \$        | 79,916.60         |
| <b>Total Project</b>    | <b>\$</b> | <b>192,590.44</b> |

## Project Expense

|                      |             |         |           |                   |             |               |              |
|----------------------|-------------|---------|-----------|-------------------|-------------|---------------|--------------|
| Printing             | \$ 2,250.00 | Mileage | \$ 370.60 | Per Diem/Lodgeing | \$ 1,096.00 | Subconsultant | \$ 75,000.00 |
| GPS Survey Equipment | \$ 1,200.00 |         |           |                   |             |               |              |

AGIS: Ground Control, Aerial Imagery, VG/NVG Obstruction Analysis, Airspace Analysis, Validation/Upload AGIS, Photogrammetric/100 Scale Mapping (2' Contour), Survey

City Council Meeting  
Prep. Date: 04/12/18  
Preparer: Doug Herman



Agenda Item: # 7  
Agenda Date: 04/16/18

**Agenda Item Description:** Resolution in support of Continued Funding of Statewide Reimbursement of Commercial/Industrial Property Tax Revenue Reductions.

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

**Attachments & Enclosures:**

Proposed Resolution

Backfill Information

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:** The proposed Resolution would be provided to our legislators in support for the position that the commercial/industrial backfill should continue to be paid to the City of Monticello and others to whom it was promised.

**Background Information:** 103 legislation began the process of reducing commercial and industrial property taxes in Iowa. Those reductions obviously hit Cities and Counties not the State Budget. The State Legislature at that time agreed to reimburse those who suffered losses with what has been called a "backfill". The backfill is not 100% equivalent to what the City would be getting today absent the rollback of property taxes but it would make the City whole on the taxes lost that were tied to property valuation in place at the approval of the legislation.

Through FY '18 the City of Monticello has received approx. \$237,000 in backfill dollars. There is talk of getting rid of the backfill altogether over a period of years, in some cases starting with FY '19, the year we already budgeted for, and in others proposals starting in FY '20 or later. It is my opinion that the City will lose these sums, I merely don't want to lose them in FY '19 after we were given the amount that we would be receiving and after including same in the budget.

**Staff Recommendation:** I recommend that the Council approve of the proposed Resolution. (It will be forwarded to the League of Cities and to our legislators)

# THE CITY OF MONTICELLO, IOWA

## RESOLUTION #18-\_\_

Resolution in Support of Continued Funding of Statewide Reimbursement of Commercial/Industrial Property Tax Revenue Reductions

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

**WHEREAS**, reforms approved by the Iowa Legislature in 2013 created a reduction in property values subject to taxation for commercial, industrial and railroad properties; and

**WHEREAS**, the Iowa Legislature also established a statewide reimbursement to local governments to fund property tax revenue reductions resulting from the reforms, also known as “the backfill”; and

**WHEREAS**, the Iowa Legislature has approved a full appropriation to the backfill since its inception; and

**WHEREAS**, the City of Monticello received approximately \$237,000 in backfill dollars for Fy '15 through FY '18, and

**WHEREAS**, local governments, that level of government most accountable to the electorate and generally, as a result thereof, the most efficient form of government, providing those essential and desired community services to its' residents and the residents of other communities, both urban and rural, lying outside of its corporate limits, and

**WHEREAS**, the property tax reductions put in place by the legislature resulted in a reduction in property tax revenues to the City of Monticello and to date the State of Iowa, consistent with the promises made at the passage of said legislation, has backfilled the City those sums lost or not received as a result of the property tax reductions, and

**WHEREAS**, current proposed legislation to discontinue the backfill would be detrimental to the ability of the City of Monticello, and other municipalities, to provide for those essential services and needs of its citizens, and it would be particularly unfair and inappropriate to not fund the backfill anticipated for FY '19 at this late date due to the fact that the City of Monticello has long been certified based upon the anticipated and promised backfill.

**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 16<sup>th</sup> day of April, 2018.

---

Brian Wolken, Mayor

*Attest:*

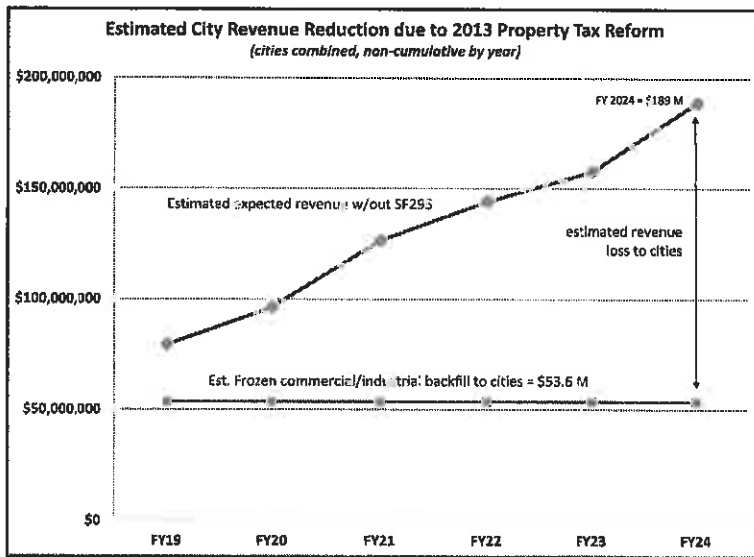
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Sally Hinrichsen, City Clerk

# Commercial and Industrial Property Tax Backfill: City Impact

SF295 was adopted in 2013 and hailed as “the largest property tax cut in Iowa’s history.” The stated purpose of the bill was to provide property tax relief to commercial and industrial property taxpayers.

Throughout the legislative process it was realized that such a large revenue cut would have detrimental impacts to local government finances and the services they provide to citizens. To address this concern, a compromise was made to replace, or “backfill”, the direct loss with an amount that would increase for a couple of years and then be “frozen” in FY2017. However, while the amount of state backfill has been frozen, the impact to local governments is not. As commercial and industrial property values continue to grow, the backfill remains the same, resulting in a **\$133 million gap by FY2024**.



**The property tax reform has 4 components that significantly impact city revenues:**

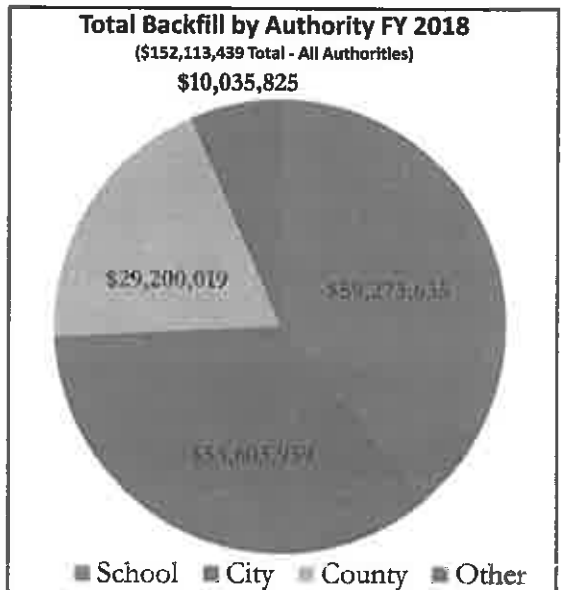
1. Reduced commercial, industrial and railroad taxable values
2. Reduced the statewide allowable growth limitation for residential property and coupled it to ag growth
3. Created a new multi-residential property class with reduced rollback percentage to match that of residential property in FY 2024 (revenue loss to cities - no backfill)
4. Created a new telecommunication property tax exemption

**Responsible for health, welfare, public safety, sanitation and recreational opportunities, cities are on the front line of providing services that citizens need and expect.**

Such services include:

- Public safety (police, fire and other emergency services)
- Community and economic development
- Drinking water, wastewater and storm water infrastructure
- Local transportation infrastructure
- Public spaces such as libraries and quality of life initiatives including cultural and recreational amenities

- Backfill payments to local governments are distributed bi-annually in September and March (441.21.1.6.b)
- Municipal Budgets are required to be certified by March 15th for the FY beginning July 1st



(515) 244-7282



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www.iowaleague.org





City Council Meeting  
Prep. Date: 04/10/18  
Preparer: Doug Herman



Agenda Item: # 8  
Agenda Date: 04/16/18

*Communication Page*

**Agenda Items Description:** Ordinance amending Code Section 165.42 Re: Nonconforming Buildings and Structures. (3<sup>rd</sup> Reading, amended since second reading.)

**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.

**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. At the last meeting the Council asked me to modify the proposed Ordinance to clarify some consistency related to the ability of a property owner to add to a non-conforming structure. The consensus of the Council was to allow additions to non-conforming structures so long as the non-conforming structure was located wholly within the property of the owner, not overlapping onto a neighbor's lot, and the addition or enlargement was, if looked at independent of the nonconforming structure, otherwise conforming. The underlined portion of the proposed Ordinance is intended to clarify this position.

**Recommendation:** I recommend that the Council consider the approval of the 3<sup>rd</sup> reading of the Ordinance as amended after the 2<sup>nd</sup> reading.

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, notwithstanding the provisions of 165.42(1)(A), be enlarged or added to provided that the enlargement or addition complies with the yard, height, and off-street parking and/or other requirements of the Code,*

of the District in which said building or structure is located, 165.42(1)(A) being interpreted to allow enlargements or additions to non-conforming structures so long as said enlargements or additions, if looked at independently from the non-conforming structure, meet yard, height, and off-street parking and/or other requirements 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: 04/10/18  
Preparer: Doug Herman



Agenda Item: # 9  
Agenda Date: 04/16/18

*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

**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, as currently written, 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. 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. At the Council's direction the proposed ordinance has been drafted in a manner that moves any residency requirements to the employment agreement between the City and the Police Chief.

**Recommendation:** I recommend that the Council consider the proposed Ordinance and approve the 2<sup>nd</sup> reading.

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. Any residency requirements or restrictions, related to the position of Chief of Police, shall be agreed upon by the City Council and the Police Chief and included within the Police Chief'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.

1<sup>st</sup> reading passed by the Council on this  
2<sup>nd</sup> reading passed by the Council on this  
3<sup>rd</sup> 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

City Council Meeting  
Prep. Date: 04/10/18  
Preparer: Doug Herman



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

*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

|                                      |
|--------------------------------------|
| <b>Attachments &amp; Enclosures:</b> |
| Ordinance                            |
|                                      |
|                                      |

|                       |  |
|-----------------------|--|
| <b>Fiscal Impact:</b> |  |
| 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, as currently written, 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 approve the 2<sup>nd</sup> reading.

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.

1<sup>st</sup> reading passed by the Council on this  
2<sup>nd</sup> reading passed by the Council on this  
3<sup>rd</sup> 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

City Council Meeting  
Prep. Date: 04/12/18  
Preparer: Doug Herman



Agenda Item: Reports  
Agenda Date: 04/16/2018

*Communication Page*

**Agenda Items Description:** Misc. Reports

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

**Attachments & Enclosures:**

- |   |
|---|
| Police Chief Report                       |
| Eastern Iowa Quote Re: Storm Sewer Repair |
| Snow Plow Background Information          |
| Engineer's Report                         |
|   |

**Fiscal Impact:**

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

**Reports / Potential Action:**

- Property Update, 103 W. 1<sup>st</sup> Street (Asbestos Inspection being arranged) I have received one bid and am awaiting one more. This expense will be reimbursable through the IDNR.
- Storm Sewer / Wall Repairs adjacent to S. Cedar Street Ditch (See Attached Quotation)
- City Fountain Discussion Update: Committee working on this project desires to basically restore and upgrade the fountain leaving the "look" basically as is. Also looking at other site improvements like a small shed or shelter with area for fountain controls (lighting/etc.), a pathway and benches around a portion of the fountain, and some landscaping. Final numbers, design, and pictorial representations are being put together. Ballpark total cost in the area of \$100,000 including all parts and labor.
- 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 (I have begun work on a draft policy and will e-mail that to you when together. Bricks were put along back of curb by Monk building in same fashion as what is proposed throughout town.)
- Sealed Bid Items: Bids were received on following items that were advertised by the City.
  - York Furnace \$ 55
  - Amana Furnace \$ 20
  - Air Compressor, Gas \$105
  - Two Scales \$ 40
  - Boss V. Plow \$509
- Police Dpt. Report (See Attached report)
- Berndes Center Floor: The Park and Rec. Board is of the belief that the second color or "border" may be a better choice than not having one and may be worth the additional investment. Samples, showing one color versus two, will be put together for Council viewing by one of the next two meetings.
- Engineer's Report





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

*From the Office of:*

*Chief of Police*

*Britt D. Smith*

## POLICE DEPARTMENT ACTIVITY

For the month of:

**March 2018**

**Total Calls for Service:** 206 (648 for 2018)

We had a 95% clearance rate (Completion Rate) for calls for service/Incidents for the month of March.

**Notable Investigations:**

K Power Fuels Criminal Mischief, Resolved-2 Subjects charged in April

McDonough Storage Shed Burglary, Pending Investigation

**Traffic Stops:** 77

**Citations:** 36

Increased number of citations issued for March, the weather is improving and officers are more active in this area of enforcement. Officers also participated in the 2<sup>nd</sup> enforcement wave of the Specialized Traffic Enforcement Project that the department participates in and in exchange we receive grant funding to purchase equipment.

**Parking Citations:** 0

Grand Street City Lot Discussion: It was brought up by Bud Coyle at the April 2<sup>nd</sup>, Council Meeting that several tenants and business owners are parking in excess of the 2 hours permitted through the parking lot requirements. We have traditionally been more lenient with the area tenants and business owners when parking in the lot as the lot is rarely full. We focus on vehicles that are parked for extended periods of time, or inoperable vehicles. If you would like an increased enforcement of these regulations, please let me know.

**Arrests:** 5

2-Domestic Assault, 1-OWI, 2-Warrants Served

**Accidents Investigated:** 5

**EMS Assists:** 25

**Nuisance Warnings:** 3

201 E. South Street  
Monticello, IA 52310  
(319) 465-3526  
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Nuisance Enforcement will be increasing in the month of April as the weather starts to improve. This is an annual occurrence that begins each spring.

**Use of Force: 0**

During the Month of March, the Department had 0 use of force incidents. Use of force incidents are reviewed by the Chief and then reviewed with the City Administrator to ensure policy and procedures are being followed.

**Public Complaints: 0**

During the month of February, the Department received or investigated 0 complaints against officers or their activity.

**Information:**

We are nearing completion of our Data Conversion and Records Management System with Jones County and Anamosa PD and will hope to go live with the new system in April.

I am still working to come to an agreement with Sheriff Greg Graver in regards to our Communications Agreement. I have compiled a large quantity of statistics and spoken with a Jones County Supervisor and Auditor Janine Sulzner that would support our case to maintain the fee at the current rate as I am trying to have him apply our current county taxes to the figure.

For the first time the department has had 2 identical patrol vehicles, one equipped with the propane conversion and the other standard gasoline. I was finally able to conduct a true side by side comparison of the efficiency from gas to propane. In comparing the two, the vehicle with the propane conversion has a .17 per mile operating cost, while the vehicle running gas has a .24 per mile operating cost. Over 50,000 miles, the vehicle operating on propane will save \$3,500 over the gas vehicle. The life expectancy of the vehicle in mileage is around 115,000 miles with an estimated savings of \$8,000. While the conversion kit as an initial cost of \$6,500, it is able to be removed and reinstalled on the next patrol vehicle if the platforms remain the same. The installation cost is only \$2,000. We received the first conversion from a grant from Amerigas, therefore there was no expense to the city. The second conversion kit was purchased by the city. That conversion kit was installed on the Dodge Charger that was totaled by insurance. We received payment for the cost to replace the conversion kit, and I intend to move forward with installing the conversion on the newest patrol vehicle increasing our fleet operating savings.

As always, if you have any questions feel free to contact me.

Britt



## QUOTATION

TO: CITY OF MONTICELLO

Date:  
4/9/2018

RE: MONTICELLO, IA, STORM SEWER REPAIRS  
 Bid Date: Friday, April 6, 2018

We are pleased to offer the following quotation:

| ITEM | DESCRIPTION             | QTY | UNITS | UNIT PRICE | EXTENSION |
|------|-------------------------|-----|-------|------------|-----------|
| 1    | MOB AND TRAFFIC CONTROL | 1   | LS    | \$ 485.00  | \$485.00  |
| 2    | REMOVE PIPE AND WALL    | 1   | LS    | 3,150.00   | 3,150.00  |
| 3    | 54" RCP, WITH FOOTING   | 8   | LF    | 468.00     | 3,744.00  |
| ALT  | TOPSOIL AND HYDROSEED   | 1   | LS    | 575.00     | 575.00    |

*Thank you!*  
*Chris Ewald*

Total

\$ 7,954.00



Regular Council Meeting  
December 13, 1999  
Council Chambers  
5:00 P.M.

Mayor McDermott presided with members Himes, Hartkemeyer, Stoneking, Robinson, Bollwitt and Petersen present. Also present was Engineer Steve Noack.

Hartkemeyer moved to approve the consent agenda with the deletion of the 5:55 item regarding the airport, Robinson seconded. Ayes: All present. Carried

Larry Burger from Speer Financial presented and reviewed the updated Tax Increment Financing District Planning Report.

Petersen moved to open the public hearing to consider the submission of a Housing Fund Application, Stoneking seconded. Ayes: All present. Carried. McDermott read the required public hearing announcements for the Housing Fund Application. Clerk reported no written objections were filed. Mayor asked for any oral objections and none were made. Bollwitt moved to close the public hearing, Robinson seconded. Ayes: All present. Carried.

Bollwitt moved to open the public hearing on the Amended and Restated Urban Renewal Plan for the Monticello Urban Renewal Area, Himes seconded. Ayes: All present. Carried. Clerk reported that the consultation with the affected taxing entities was held and no recommendations were received. Council was informed that the Planning and Zoning Commission had approved the proposed amended plan as being in conformity with the general plan for development of the City. Clerk reported no written objections were filed. Mayor asked for any oral objections and none were made. Hartkemeyer moved to close the public hearing, Stoneking seconded. Ayes: All present. Carried. Himes moved to adopt Resolution #99-68 determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for an Urban Renewal Project; and adopting the Amended and Restated Urban Renewal Plan for the Monticello Urban Renewal Area, seconded by Petersen. Ayes: Hartkemeyer, Himes, Bollwitt, Robinson, Petersen and Stoneking. Carried.

Himes moved to open the public hearing on amendment of current city budget for fiscal year ending June 30, 2000, Robinson seconded. Ayes: All present. Carried. Clerk reported no written objections were filed. Mayor asked for any oral objections and none were made. Stoneking moved to close the public hearing, Hartkemeyer seconded. Ayes: All present. Carried. Robinson moved to adopt Resolution #99-69 amending the current budget for the fiscal year June

December 13, 1999 Council Meeting continued:

30, 2000, seconded by Himes. Ayes: Hartkemeyer, Himes, Bollwitt, Robinson, Petersen and Stoneking. Carried.

City workers and volunteers asked the council to consider changing the Y2K plan. They felt their plan would save dollars by not having all the employees report to work unless there is a problem. Manchester does not plan on having additional staff report to work New Years Eve, only the Police Department will be working. Maquoketa was the same with the exception that the water/wastewater superintendent would come to check out the plant. It was reported that Jones County has a generator and assured that the pagers will work. Petersen agreed to work with the employees to form a plan for the December 27<sup>th</sup> meeting, where the employees would be on call instead of reporting to work at 11:00 pm unless it is their normal time to work.

Park Board wanted to know how the Council planned to pay for the professional fund-raiser. Himes moved that the Council will fund the aquatic center with \$700,000 in bonds and \$300,000 in option tax money, the remainder of the project would have to be raised or the project cut back, seconded by Hartkemeyer. Ayes: All present. Carried.

Mayor opened the continuance hearing for 525 South Maple. Council reviewed the plan submitted by Donald Holmes to bring the property into compliance with City Code. Robinson moved to accept the plan dated December 12, 1999 for the property at 525 South Maple, Hartkemeyer seconded. Ayes: All present. Carried.

Noack recommended payment to B&J Hauling and Excavation in the amount of \$36,403.84 for the Birch Street Drainage Project. Himes moved to authorize payment to B&J Hauling and Excavation in the amount of \$36,403.84 for the Birch Street Drainage Project, Stoneking seconded. Ayes: All present. Carried.

Hinrichsen reported that the company who ordered the benches called and advised that the benches with redwood and trash receptacles for Streetscape Project were in. The council approved the all-stone benches and no receptacles at the October 25<sup>th</sup> meeting. Consensus of the council was to refuse the benches and receptacles and to get the all-stone benches as were ordered for \$329.06 each.

Council discussed purchasing a snowplow for the Park truck to help plow the alleys, sewer plant, water tower and cemetery roads, and other areas in the City. Robinson felt the Street Dept would be able to pay \$2500 from this year and McDermott felt the rest could come from the water and sewer departments. Robinson moved to authorize the purchase of the snowplow up to the amount of \$3400 to be paid by the water, sewer and Road Use departments, Stoneking seconded. Ayes: All present. Carried.


December 13, 1999 Council Meeting continued:

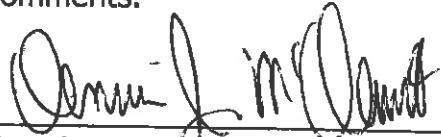
Council reviewed the Police Review Board ordinance. Some concerns were: 1) the Chapter replacing the existing chapter in the Code Book; 2) the size was three and Council discussed five members and 3) the terms on the position was also discussed and felt they should be setup as staggered terms similar to the fire board. Council also felt a copy should be sent to the families that requested this for their comments and review. This will be on the December 27<sup>th</sup> agenda.

Stoneking moved approve Ordinance #480 amending Chapter 66.03 pertaining to load limits upon certain streets for West Grand Street, and seconded by Hartkemeyer. The Mayor called roll, the vote was: Ayes: Hartkemeyer, Himes, Petersen, Stoneking, Bollwitt and Robinson. Whereupon the Mayor declared the motion duly carried and said ordinance had been given its second passage. Hartkemeyer moved and seconded by Robinson that the statutory rule requiring said ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be finally passed be suspended and that said Ordinance be regarded as having been considered and voted on at two prior council meetings; and that the Ordinance is now upon its final passage and adoption. Roll call being: Ayes: Hartkemeyer, Himes, Petersen, Robinson, Bollwitt and Stoneking. Whereupon the Mayor declared the motion duly adopted and signed approval to the Ordinance.

Noack reported that Birch Street Drainage project is almost complete and that the channel was being dug deeper. Bollwitt reported that the 50-foot access into Strueby's addition, which was to be the second access, might be coming to the Council for review. P&Z Board feels this needs to remain, as was platted. Bollwitt reported that a joint meeting with P&Z Board and the Council is being scheduled for January 10<sup>th</sup> at 7:00 pm to discuss annexation. Bollwitt also reported that P&Z Board changed their meeting to the first Tuesday of each month. Himes stated that committees are being formed for the aquatic center fundraising. Himes reported that the City of Monticello is CEPP certified and an award will be presented at the next Strategic Planning meeting. Hinrichsen reported that the legal descriptions are in place to setup the TIF area for the Breckenridge Estates. The 28E agreements have been prepared and will be mailed to the Township Clerks. The bids were released to rebid the Legion furnace and air conditioning. Emergency Management is looking for a representative for their board, it was suggested to contact the fire department to see if they would be interested. Hinrichsen reported that several census reports have been completed this last month and that there are census posters available. Hinrichsen will check with the Chamber of Commerce to see if they will post some. Hinrichsen will be mailing a copy of the plans and specs for the Airport Project to Mike Kane for his review and comments.

Stoneking moved to adjourn.

  
Sally Hinrichsen, City Clerk

  
Dennis McDermott, Mayor

Park Board Meeting  
December 20, 1999  
Council Chambers  
6:00 p.m.

Mike Holmes presided with board member Ray Poppe present. Also present were Council Representative Dena Himes, Parks Director Duane Mesch and Pool Director Chad Richardson.

Poppe moved to approve the agenda, seconded by Holmes. Ayes: All present. Nays: None. Carried.

Holmes moved to approve the prior meeting minutes, seconded by Poppe. Ayes: All present. Nays: None. Carried.

Poppe moved to approve the bills for the month, Holmes seconded. Ayes: All present. Nays: None. Carried.

Board reviewed the bids for the 1984 Ford truck. The high bid was a tie of \$300.00. Hinrichsen reported that Attorney Mike Kane recommends having a rebid involving only the tied bidders, with one stipulation that their rebid must be the amount of the current bid or higher. The Park Board consensus was to recommend to the Council to proceed with the rebid.

Board discussed the lighting for Kleinow and Jaycee fields. Holmes will check into the cost of Musco Lighting and report back during the budget meeting on January 3<sup>rd</sup> at 6:30 PM.

There was no update on the Tennis courts.

Park Director's Report:

- Riverside Gardener's goose house is almost built. House is 8 foot x 16 foot.
- A blade for the truck was purchased from Future Line in Center Point for \$3400.00 as approved by the Council.


Pool Director's Report:

- The pool covers can remain outside during the winter, per Staners Plumbing & Heating.

Holmes motioned to adjourn.



Mike Holmes, Chairman



Sally Hinrichsen, City Clerk



## Memorandum

**To:** Doug Herman, Mayor & City Council

**Date:** 04/13/17

**From:** Patrick Schwickerath, P.E.

**CC:**

**RE:** City Engineer's Report

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### CITY PROJECTS

#### H.M.A. Resurfacing (Main Street Rehab):

- The project is complete.
- A walkthrough is complete. The City will take care of any areas that need additional permanent seeding in the upcoming spring.
- 10% of sidewalk slopes have been checked and were found to be compliant.
- Release of retainage for the project is on the Council Agenda for April 16<sup>th</sup>
- The DOT project closeout is ongoing.

#### East 1<sup>st</sup> Street Bridge:

- The road/bridge was opened 11/22/17.
- The temporary seeding has been placed and permanent seeding is to be placed in spring.
- The site will be monitored for storm water requirements.
- Additional revetment should be added to the NW ditch in the spring. Should be completely done by May 15<sup>th</sup> or LDs will be charged.
- The DOT audit preparation is ongoing.

#### Orbis Stormwater:

- The stormwater report that was submitted for the Orbis expansion was reviewed by Snyder & Associates and a memo returned to the City on August, 9<sup>th</sup>.
- The report should be revised and resubmitted.
- Patrick Schwickerath met with Al Urbain (Orbis project manager) on 10/23/17 to review their water and storm sewer plans. Additional information should be submitted by Orbis.
- A design/construction meeting was held with Doug Herman, Brant LaGrange, Patrick Norton (Buesing Associates, Inc.), Doug Wortman and Patrick Schwickerath on April 12<sup>th</sup>. Additional design information will be submitted to the City related to storm water and/or water main.

**6<sup>th</sup> Street Ditch:**

- The plans have been submitted.
- The joint permit application has been submitted to the US Army Corps of Engineers and the Iowa Department of Natural Resources. The project is to be covered by Nationwide Permit Number 13.
- Snyder has prepared an overall easement exhibit for the construction limits for the City to use while working on obtaining easements.
- Snyder should submit easement documents by May 14<sup>th</sup>.

**Airport Hangar:**

- Taxiway apron complete.
- The building has been erected.
- Electrical work is anticipated to be complete within the next two weeks.
- Discussions related to applying an epoxy coating to the floor are ongoing.
- Completion date is May 1<sup>st</sup>.

**North Cedar Street Sewer Extension:**

- Updated plans have been submitted to the City.
- Easements/agreements are needed from the property owners for the project to proceed.

**Willow Ridge 4<sup>th</sup> Addition:**

- Doug, Brant and Patrick reviewed the current status of Willow Ridge 4<sup>th</sup> Addition.
- Snyder & Associates should provide an updated letter to the City summarizing work that should be completed prior to the City accepting the public improvements and also summarizing the remaining work for the development that should be completed.

**East 1<sup>st</sup> Street Culverts:**

- The culverts west of the East 1<sup>st</sup> Street Bridge should be jetted out and their existing condition reviewed.
- Following the culvert review Snyder & Associates should prepare an estimate for improving the associated street crossing.

**Future Street Reconstruction**

- Budgetary information for the reconstruction of Chestnut Street (from 2<sup>nd</sup> Street to 3<sup>rd</sup> Street) and Sycamore Street (from 1<sup>st</sup> Street to 7<sup>th</sup> Street) was presented at the December 4<sup>th</sup> Council meeting. We will review this information further with Doug to help the City in their future planning.