

City of Monticello, Iowa

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Posted on June 29, 2018 at 4:00 p.m.

Monticello City Council Regular Meeting July 02, 2018 @ 6:00 p.m.
Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

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

- Call to Order – 6:00 P.M.
- Pledge of Allegiance
- Roll Call
- Agenda Addition/Agenda Approval

Open Forum: If you wish to address the City Council on subjects pertaining to today's meeting agenda please wait until that item on the agenda is reached. If you wish to address the City Council on an item not on the agenda, please approach the lectern and give your name and address for the public record before discussing your item.

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

Approval of Council Mtg. Minutes	June	18, 2018
Approval of Payroll	June	21, 2018
Approval of Bill List		

Public Hearings: None

Resolutions:

1. **Resolution** to approve Tax Abatement Application Re: Residential Improvements constructed at 513 Locust Court, Monticello, Iowa.
2. **Resolution** to accept FAA Grant Offer related to Master Plan and Airport Layout Plan update.

Ordinances:

3. **Ordinance** to Amend Chapter 105 of the Monticello Code of Ordinances. 2nd Reading
4. **Ordinance** to Amend Chapter 106 of the Monticello Code of Ordinances. 2nd Reading
5. **Ordinance** to re-zone property located at 203 E. 9th Street from R-1 Single Family Residential to R-3 Multi Family Residential and Condominium District. 2nd Reading
6. **Ordinance** to amend fees related to Transient Merchants. 2nd Reading

Reports / Potential Action:

- Sidewalk inspection, permitting, and review processes
- Park & Recreation Superintendent Hire
- Sanitation Update
- Ten-T Hangar leases

Adjournment: Pursuant to §21.4(2) of the Code of Iowa, the City has the right to amend this agenda up until 24 hours before the posted meeting time.

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June 18, 2018 – 6:00 P.M.
Community Media Center

Mayor Brian Wolken called the meeting to order. Council present: Dave Goedken, Gary “Butch” Pratt, Rob Paulson, Johnny Russ, Chris Lux and Tom Yeoman. Also present were City Administrator Doug Herman, City Clerk Sally Hinrichsen, Police Chief Britt Smith, Public Works Director Brant LaGrange, City Engineer Casey Zwolinski and Jones County Economic Development Director Derek Lumsden.

Yeoman moved to approve the agenda, as amended by adding Chamber liquor license transfer to consent agenda, Lux seconded, roll call unanimous.

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

Herman reviewed changes requested to the draft Fiber Installation Agreement between City of Monticello and Veloxium by Jerry Pasker. Pratt moved to approve Resolution #18-69 Approving Fiber Installation Agreement between City of Monticello and Veloxium, Inc., seconded by Lux, roll call unanimous.

Herman reported that he explained to Steve Koob the tax savings he could receive under the abatement if he annexed into the City. The annexation saw significant delays due to the fact that the Yousse property needed to be annexed before Koob’s property could be annexed. Yeoman moved to approve Resolution #18-70 approving Steve Koob Tax Abatement on Commercial property located at 100 W. 11th Street, based on fixed value of \$46,700 for five years, seconded by Pratt, roll call unanimous.

Herman reported Lloyd Welter applied for a tax abatement when completing the condo units, which was denied by the county Assessor as one set of the units was not included within the “Horizontal Property Regime” documents. Welter took measures to correct this issue and added the three units to the Horizontal Property Regime, however, it appears no steps were taken to bring the Assessor into the fold at that time. Goedken moved to approve Resolution #18-71 approving Lloyd Welter Tax Abatement on Residential property located at 412, 414, and 416 N. Maple Street, for 5 years at the rate that it would have been when first applied for abatement, Yeoman seconded, roll call unanimous.

Herman reported P & Z Board discussed the sign Dave Schoon placed on his property that does not meet any of the sign regulations and recommended the sign be allowed, as a pole sign. Russ moved to approve Resolution to approve Dave Schoon sign as constructed and located on fence posts on and/or near the ROW of D62/W 1st Street, as recommended by P & Z Board as a pole sign, Paulson seconded. Roll call vote, Russ, Paulson, and Goedken voted aye and Pratt, Lux and Yeoman voted nay. Motion failed. LaGrange had advised Schoon that he could not proceed with the sign until Council approved. After further discussion and review of procedures followed, Pratt moved to approve Resolution #18-72 to approve Dave Schoon sign as constructed and located on fence posts on and /or near the ROW of D62/ W 1st Street, with a \$250 fine or maximum amount allowed for not following proper procedures and if not paid by July 1st, Herman is to start civil procedures. Lux seconded, roll call unanimous.

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Herman reported that P & Z Board recommended approval of Parcel 2018-37. Goedken moved to approve Resolution #18-73 to approve Plat of Survey to Parcel 2018-37, Goedken seconded, roll call unanimous.

Herman reviewed proposed agreement regarding Willow Ridge 4th Addition infrastructure improvements on the remaining five lots, which have not been completed. Agreement provides that the City will pay for the necessary public infrastructure improvements in Willow Ridge 4th Addition; which will allow the City to accept said improvements and Faust will reimburse the City for all improvements upon sale of one of the remaining lots. City will execute a Mortgage and a Promissory Note with Faust, placing a lien on the remaining lots. Goedken moved to approve Resolution #18-74 approving agreement between Faust Construction, Inc., Brandon and Ashley Faust, and the City of Monticello, Russ seconded, roll call unanimous.

Yeoman moved to approve Resolution #18-75 to approve Supplemental Agreement between the City of Monticello and the IDOT Re: Maintenance of Primary Roads in Monticello, Goedken seconded, roll call unanimous.

Goedken moved to approve Resolution #18-76 To acknowledge Monticello Library Director and Staff wages for FY '19, seconded by Yeoman, roll call unanimous.

Goedken moved to approve Resolution #18-77 Approving wages for non-bargaining staff for FY '19, Russ seconded, roll call unanimous.

Herman reported City Engineer reviewed and recommended approval of Pay Request #8 and Change Order #1. Change Order is related to changes in the design of the hangar, where interior walls were removed, which created one larger two plane hangar as opposed to two individual plane hangars. Council discussed the concrete finish issue and contractor agreed to coat all floor surfaces with epoxy and clear coat finish, so all hangars had same finish. Yeoman moved to approve Resolution #18-78 To approve Pay Request #8, related to the Monticello Airport Ten-T Hangar project, to Schaus-Vorhies in the amount of \$35,744.27 and Change Order #1 in the amount of (\$1,516.24), Pratt seconded, roll call unanimous. Herman reported that Snyder & Associates has submitted a request for additional payment, as more time was required, due to Schaus-Vorhies building fire and owner health issues delaying project so concrete contractor didn't get started and took another job, so had to hire another contractor. Concrete was not started until late in the year, so had to change to trench walls instead of the walls in the specs. They estimated that they put in an extra \$12,000 to \$13,000 of work but only submitted a bill for around \$8,000, Herman will put on next agenda.

Herman reported the Police Department has been down one vehicle after recent incidents and proposes to purchase a new Ford Utility Police Interceptor to return to full coverage. Smith reported an extra 10,000 miles was put on the pickup since October. Smith reported Officer Bob Urbain will be returning to work on light duty shortly. Smith stated the fuel efficiency of the SUV's is about \$.20/mile and the pickup is about \$.40/mile. The rotation schedule has the oldest SUV replaced in 2023. Smith stated it will cost approximately \$8,000 to install lights fixtures and other safety equipment. Smith stated Freese Motors bid came in \$1,459 more than Stivers Ford in Des Moines, who has the State bid. Goedken moved to approve Resolution #18-79 To approve purchase of 2018 Ford Utility Police Interceptor, seconded by Pratt, roll call

unanimous. 2018 Ford Utility Police Interceptor will be purchased from Freese Motors for \$30,200.

Herman reported the City will be billed \$10.50 per collection site per month for garbage and \$4.00 per collection site per month for recycling, or \$14.50. A \$3.00 administrative fee will be added for a total of \$17.50. After removing the equipment replacement fee of \$.50 per month the new total per month will be \$17.00 for those properties not utilizing dumpsters. Rates will increase 3% annually, to be consistent with Republic's agreement. Goedken moved to approve Resolution #18-80 Setting fees related to the Collection of Solid Waste pursuant to Chapter 106 of the Monticello Code of Ordinances, Russ seconded, roll call unanimous.

Herman reported Republic will be mailing an informational flyer out to residents explaining new process for garbage/ recyclable collection, but they will not be accepting glass as recyclable product. Garbage will be picked up on Wednesdays and Fridays and recycling will continue to be picked up bi-weekly on Thursdays. Yeoman introduced and moved Ordinance #715 amending Chapter 105, "SOLID WASTE CONTROL", first reading and in title only, Pratt seconded, roll call unanimous.

Yeoman introduced and moved Ordinance # 716 amending Chapter 106, "COLLECTION OF SOLID WASTE", first reading and in title only, Goedken seconded, roll call unanimous.

Herman reported P&Z Board has reviewed and recommends approval to rezone 203 E 9th Street from R-1 Single-Family Residential to R-3 Multi-Family Residential. Yeoman introduced and moved Ordinance # 717 amending Chapter 165, "ZONING REGULATIONS", of certain property located within City Limits of the City of Monticello, same being generally described as 203 E 9th Street, Monticello, IA 52310, legally described as set forth below, and amending the Official Zoning Map, first reading and in title only, Goedken seconded, roll call unanimous.

Herman reported the State approves Fireworks Permits and they collect the inspections fees, as set by State Code. City Transient Merchant Code sets a fee depending on the length of the permit. There is pending litigation with regards if cities can or can not charge transient merchant fees to vendors selling fireworks. There are two vendors with permits to sell in town, one by Kardes 151 and the other by Fareway. Smith stated if they have outside sales, they must furnish their own security. Yeoman moved to charge \$100 per week for transient merchant permit fee for fireworks, Goedken seconded, roll call unanimous.

Herman reported working with LaGrange to revise the sidewalk inspection, permitting and review process and are working on new language for the building permit, regarding sidewalk ADA compliance expectations.

Herman reported the Flood mapping, Consultant Coordination Officer Meeting was held and there were no changes to any flood plains/ floodways within City of Monticello limits but there were changes in other areas and cities in Jones County.

Herman reported he, Mayor, Park Director Jacob Oswald, and two Park Board members will be interviewing candidates, to fill the open position created by Casey Reyner's resignation, on Tuesday evening. Herman stated he had 4 applications and set up the interviews and feels there are good candidates to fill the opening and are in need of getting someone hired and

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working as soon as possible. If these interviews do not result in a clear choice, then he will advertise the position.

Paulson moved to adjourn at 7:54 P.M.

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

PAYROLL - JUNE 21, 2018

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	June 4 - 17, 2018				
Evan Barry	\$ 150.45	\$ -	0.00	0.00	\$ 129.07
Jeremy Bell	53.10	-	0.00	0.00	45.56
Carter Bronemann	495.60	-	0.00	0.00	382.09
Dawn Brus	2,264.85	-	0.00	0.00	1,559.92
Jacob Gravel	212.40	-	0.00	0.00	131.22
Mary Intlekofer	2,552.58	309.23	0.00	0.00	1,568.80
Brandon Kent	1,855.35	32.55	0.00	0.00	1,207.75
Jim Luensman	434.00	-	0.00	0.00	338.01
Lori Lynch	2,061.50	65.10	0.00	0.00	1,399.89
Christopher Moore	2,835.91	372.60	0.00	36.00	1,706.11
Brian Rechkemmer	477.40	-	0.00	0.00	313.62
Shelly Searles	2,864.40	748.65	0.00	0.00	2,083.19
Brenda Surom	737.80	-	0.00	0.00	544.70
TOTAL AMBULANCE	\$ 16,995.34	\$ 1,528.13	0.00	36.00	\$ 11,409.93
CEMETERY	June 2 - 15, 2018				
Caleb Herman	\$ 250.00	\$ -	0.00	0.00	\$ 230.88
Max Keleher	220.00	-	0.00	0.00	203.16
Dan McDonald	1,572.00	-	0.00	0.00	1,118.06
TOTAL CEMETERY	\$ 2,042.00	\$ -	0.00	0.00	\$ 1,552.10
CITY HALL	June 3 - 16, 2018				
Cheryl Clark	\$ 2,107.50	\$ 187.50	0.00	0.00	\$ 1,438.34
Doug Herman	4,342.78	-	0.00	0.00	3,128.20
Sally Hinrichsen	2,841.82	-	0.00	0.00	1,951.44
Nanci Tuel	1,360.00	-	0.00	0.00	893.98
TOTAL CITY HALL	\$ 10,652.10	\$ 187.50	0.00	0.00	\$ 7,411.96
COUNCIL / MAYOR					
Dave Goedken	\$ 100.00	\$ -	0.00	0.00	\$ 92.60
Chris Lux	100.00	-	0.00	0.00	92.60
Rob Paulson	100.00	-	0.00	0.00	92.35
Gary Pratt	100.00	-	0.00	0.00	92.35
Johnny Russ	100.00	-	0.00	0.00	92.35
Brian Wolken	300.00	-	0.00	0.00	273.80
Tom Yeoman	100.00	-	0.00	0.00	92.35
TOTAL COUNCIL / MAYOR	\$ 900.00	\$ -	0.00	0.00	\$ 828.40
LIBRARY	June 4 - 17, 2018				
Molli Hunter	\$ 242.25	\$ -	0.00	0.00	\$ 207.31
Penny Schmit	939.59	4.38	0.00	0.00	690.26
Madonna Thoma-Kremer	872.00	-	0.00	0.00	531.28
Michelle Turnis	1,517.58	-	0.00	0.00	961.95
TOTAL LIBRARY	\$ 3,571.42	\$ 4.38	0.00	0.00	\$ 2,390.80
MBC	June 4 - 17, 2018				
Jacob Oswald	\$ 1,846.15	\$ -	0.00	0.00	\$ 1,386.83
Casey Reyner	1,923.07	-	0.00	0.00	1,343.47
TOTAL MBC	\$ 3,769.22	\$ -	0.00	0.00	\$ 2,730.30

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DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
POLICE	June 4 - 17, 2018				
Peter Fleming	\$ 642.74	\$ -	0.00	0.00	\$ 488.74
Dawn Graver	2,187.71	-	0.00	0.00	1,517.11
Erik Honda	2,355.11	-	0.00	0.00	1,843.26
Jordan Koos	2,823.33	-	0.00	0.00	2,106.04
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	2,088.10	-	0.00	0.00	1,427.23
Robert Urbain	295.32	-	0.00	26.50	251.36
TOTAL POLICE	\$ 14,250.27	\$ -	0.00	26.50	\$ 10,489.56
ROAD USE	June 2 - 15, 2018				
Billy Norton	\$ 1,572.00	\$ -	0.00	0.00	\$ 982.91
Wayne Yousse	1,886.40	-	0.00	0.00	1,341.91
TOTAL ROAD USE	\$ 3,458.40	\$ -	0.00	0.00	\$ 2,324.82
SANITATION	June 2 - 15, 2018				
Michael Boyson	\$ 1,536.00	\$ -	0.00	0.00	\$ 1,058.37
Caleb Herman	550.00	-	0.00	0.00	507.92
Nick Kahler	1,572.00	-	0.00	0.00	1,055.56
Max Keleher	260.00	-	0.00	0.00	240.12
Brian Kramer	56.25	-	0.00	0.00	38.59
TOTAL SANITATION	\$ 3,974.25	\$ -	0.00	0.00	\$ 2,900.56
SEWER	June 2 - 15, 2018				
Tim Schultz	\$ 1,889.65	\$ -	0.00	8.00	\$ 1,156.49
Jim Tjaden	2,121.26	71.25	0.00	0.00	1,542.84
TOTAL SEWER	\$ 4,010.91	\$ 71.25	0.00	8.00	\$ 2,699.33
SWIMMING POOL	June 1 - 14, 2018				
Sophia Ahlrichs	\$ 348.17	\$ -	0.00	0.00	\$ 321.53
Sydney Ballou	354.00	-	0.00	0.00	326.92
Allyson Bartachek	266.00	-	0.00	0.00	230.28
Rylee Bauer	234.49	-	0.00	0.00	207.33
McKenna Bell	460.53	-	0.00	0.00	425.30
Mya Boffeli	196.46	-	0.00	0.00	175.01
Aubree Fairley	412.00	-	0.00	0.00	380.49
Jaelyn Graver	150.00	-	0.00	0.00	137.75
Leah Holub	262.00	-	0.00	0.00	238.96
Ashley Jenkins	236.60	-	0.00	0.00	218.50
Karle Kramer	46.50	-	0.00	0.00	42.95
Luke Lambert	262.00	-	0.00	0.00	226.99
Madison G. Lambert	232.38	-	0.00	0.00	213.60
Raleigh Lambert	527.53	-	0.00	0.00	448.27
Lilly Lambert-Lanczs	965.59	-	0.00	0.00	891.72
Kain Luensman	36.00	-	0.00	0.00	33.25
Tyler Luensman	52.00	-	0.00	0.00	48.03
Kyan Martensen	171.00	-	0.00	0.00	156.92
Macy McDonough	513.34	-	0.00	0.00	474.07
Tyler Nealson	286.00	-	0.00	0.00	246.75

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DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
SWIMMING POOL (cont.)					
Elizabeth Petersen	222.00	-	0.00	0.00	205.02
Madeline Stadtmueller	236.00	-	0.00	0.00	216.95
Brooklyn Stark	162.00	-	0.00	0.00	149.61
Maci Welter	320.00	-	0.00	0.00	272.75
Andrue Wright	34.00	-	0.00	0.00	31.40
TOTAL SWIMMING POOL	\$ 6,986.59	\$ -	0.00	0.00	\$ 6,320.35
WATER					
	June 2 - 15, 2018				
Brant LaGrange	\$ 2,424.46	\$ -	0.00	0.00	\$ 1,680.39
Jay Yanda	1,865.50	136.50	0.00	0.00	1,336.83
TOTAL WATER	\$ 4,289.96	\$ 136.50	0.00	0.00	\$ 3,017.22
TOTAL - ALL DEPTS.	\$ 74,900.46	\$ 1,927.76	0.00	70.50	\$ 54,075.33

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

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

	GENERAL			
	POLICE DEPARTMENT			
ENCOMPASS IOWA LLC	PD COMPUTER/TECH SUPPORT FEES	403.58		
INFRASTRUCTURE TECHNOLOGY	PD OPERATING	157.90		
IOWA DEPT OF PUBLIC SAFETY	PD IOWA SYSTEM	300.00		
JOHN DEERE FINANCIAL	PD SUPPLIES	7.99		
LAPORTE MOTOR SUPPLY	PD BLDG REPAIR/MAINT	34.06		
MONTICELLO COMM SCHOOL DISTRCT	PD FUEL	692.36		
ROBERT M URBAIN	PD CELL PHONE STIPEND	80.00		
		<u>1,675.89</u>		
	POLICE DEPARTMENT	1,675.89		
	STREETS			
MIDWEST CONCRETE INC	WILLOW RIDGE	21,575.00		
		<u>21,575.00</u>		
	STREETS	21,575.00		
	AQUATIC CENTER			
ARCH CHEMICALS, INC.	POOL SUPPLIES	1,606.38		
BAKER PAPER CO INC	POOL BUILDING SUPPLIES	116.61		
DUBUQUE FIRE EQUIPMENT, INC.	POOL OSHA	15.00		
FAREWAY STORES #840-1	POOL CONCESSIONS	354.90		
HARTIG DRUG COMPANY CORP	POOL OSHA SUPPLIES	61.11		
HYGIENIC LABORATORY	POOL LAB TEST	13.00		
JOHN DEERE FINANCIAL	POOL GROUNDS SUPPLIES	55.92		
RILEIGH LAMBERT	POOL PRIVATE LESSONS	200.00		
LASLEY ELECTRIC LLC	POOL GROUNDS SUPPLIES	59.95		
LINCOLN EQUIPMENT INC	POOL VACUUM	2,750.50		
MYERS-COX CO.	POOL CONCESSIONS	1,946.91		
NEXT GENERATION PLBG & HTG LLC	POOL EQUIP REPAIR/MAINT	3,275.94		
PEPSI COLA BOTTLING CO	POOL CONCESSIONS	251.12		
JAMIE PETERSEN	POOL SWIM LESSONS REFUND	100.00		
		<u>10,807.34</u>		
	AQUATIC CENTER	10,807.34		
	CEMETERY			
KROMMINGA MOTORS INC	CEMETERY EQUIP REPAIR/MAINT	25.98		
LAPORTE MOTOR SUPPLY	CEMETERY EQUIP REPAIR/MAINT	10.82		
MONTICELLO COMM SCHOOL DISTRCT	CEMETERY FUEL	298.18		
		<u>334.98</u>		
	CEMETERY	334.98		
	SOLDIER'S MEMORIAL BOARD			
MONTICELLO MEMORIAL BOARD	SLDR MEM OPERATING FEE	500.00		

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VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
O'KEEFE ELEVATOR COMPANY INC	ELEVATOR MAINTENANCE	38.25		
	SOLDIER'S MEMORIAL BOARD	538.25		
	CLERK/CITY ADMIN			
JOHN MONK	JANITORIAL SERVICES	165.00		
	CLERK/CITY ADMIN	165.00		
	ATTORNEY			
IOWA STATE BAR ASSOCIATION	ATTORNEY DUES - HERMAN	300.00		
	ATTORNEY	300.00		
	CITY HALL/GENERAL BLDGS			
CASEY'S GENERAL STORE #1889	LIQUOR LICENSE REFUND	18.75		
GEORGETOWN ENTERPRISES	DIGITAL SIGN LAND LEASE	600.00		
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK	650.00		
IOWA CITY / COUNTY MANAGEMENT	CH DUES - HERMAN	150.00		
IOWA LEAGUE OF CITIES	CH DUES	2,081.00		
JONES CO EXTENSION & OUTREACH	DISCOVERY CAMP DONATION	500.00		
JONES COUNTY JETS	CH CONTRIBUTION	1,500.00		
JONES COUNTY SENIOR DINING	CH CONTRIBUTION	4,500.00		
JONES COUNTY TOURISM ASSOC	CH CONTRIBUTION	1,139.00		
O'KEEFE ELEVATOR COMPANY INC	ELEVATOR MAINTENANCE	76.50		
SPAHN & ROSE LUMBER CO INC	CH BLDG REPAIR/MAINT	153.28		
	CITY HALL/GENERAL BLDGS	11,368.53		
	GENERAL	46,764.99		
	MONTICELLO BERNDES CENTER			
	PARKS			
BAKER PAPER CO INC	MBC BUILDING SUPPLIES	27.45		
BLADE PEST CONTROL INC	MBC PEST CONTROL	68.00		
BOSS OFFICE SUPPLIES & SYS INC	MBC OFFICE SUPPLIES	16.99		
KAY PARK-REC CORP	MBC GROUNDS SUPPLIES	195.00		
JOHN MONK	JANITORIAL SERVICES	165.00		
MONTICELLO COMM SCHOOL DISTRICT	MBC FUEL	92.75		
CASEY REYNER	MBC LEAGUE EXPENSES	350.00		
	PARKS	915.19		
	MONTICELLO BERNDES CENTER	915.19		
	DARE			

**ACCOUNTS PAYABLE ACTIVITY
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VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	POLICE DEPARTMENT			
PUBLIC ENGINES, INC.	TIPSOFT VS ONLINE RENEWAL	499.75		
	POLICE DEPARTMENT	499.75		
	DARE	499.75		
	FIRE			
	FIRE			
DUBUQUE FIRE EQUIPMENT, INC.	FIRE OSHA	345.75		
JOHN DEERE FINANCIAL	FIRE SUPPLIES	84.61		
KARDES INC	FIRE FUEL	47.63		
KARDES INC	FIRE FUEL	3.96		
MCALEER WATER CONDITIONING INC	FIRE SOFTENER SALT	13.70		
MONTICELLO COMM SCHOOL DISTRCT	FIRE FUEL	531.98		
MONTICELLO FIRE ASSOCIATION	FIRE SERVICES	2,568.00		
NEXT GENERATION PLBG & HTG LLC	FIRE BLDG REPAIR/MAINT	109.46		
SANDRY FIRE SUPPLY	FIRE BATTERY PACKS - 2	568.52		
SPAHN & ROSE LUMBER CO INC	FIRE BLDG REPAIR/MAINT	131.01		
TOYNE, INC.	FIRE EQUIP REPAIR/MAINT	242.13		
UNITY POINT HEALTH HOSPITALS	FIRE PHYSICAL - Z LONG	205.00		
	FIRE	4,851.75		
	FIRE	4,851.75		
	AMBULANCE			
	AMBULANCE			
AIRGAS USA, LLC	AMB MEDICAL SUPPLIES	176.57		
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES	47.94		
DAWN BRUS	AMB CELL PHONE STIPEND	180.00		
ESO SOLUTIONS, INC.	AMB SOFTWARE SUPPORT	2,063.00		
MARY INTLEKOFER	AMB CELL PHONE STIPEND	240.00		
BRANDON KENT	AMB CELL PHONE STIPEND	240.00		
LAPORTE MOTOR SUPPLY	AMB BLDG REPAIR/MAINT	19.67		
LORI LYNCH	AMB CELL PHONE STIPEND	240.00		
MONTICELLO COMM SCHOOL DISTRCT	AMB FUEL	1,273.03		
CHRISTOPHER MOORE	AMB CELL PHONE STIPEND	140.00		
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	2,287.81		
SHELLY A SEARLES	AMB CELL PHONE STIPEND	240.00		
STERICYCLE, INC.	AMB PHARMACEUTICAL DISPOSAL	79.35		
ZOLL MEDICAL CORPORATION	AMB EQUIP REPAIR/MAINT	1,169.66		
	AMBULANCE	8,397.03		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	AMBULANCE	8,397.03		
	HOTEL/MOTEL TAX			
	HOTEL/MOTEL			
E CENTRAL INTERGOVERNMENTAL	KEEP IOWA BEAUTIFUL MATCH	1,500.00		
JONES CO ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT FEE	10,000.00		
WINDSTREAM IOWA-COMM. INC.	HOTEL/MOTEL PHONE	49.66		
	HOTEL/MOTEL	11,549.66		
	HOTEL/MOTEL TAX	11,549.66		
	POLICE IMPROVEMENT			
	POLICE DEPARTMENT			
CUSTOM CAGE	POLICE IMP SUV PARTITION	875.00		
	POLICE DEPARTMENT	875.00		
	POLICE IMPROVEMENT	875.00		
	LIBRARY IMPROVEMENT			
	LIBRARY			
FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS	41.55		
	LIBRARY	41.55		
	LIBRARY IMPROVEMENT	41.55		
	LIBRARY			
	LIBRARY			
BAKER & TAYLOR BOOKS	LIB BOOKS	138.09		
FAREWAY STORES #840-1	LIB PROGRAMS/PROMOTIONS	37.37		
INFRASTRUCTURE TECHNOLOGY	LIB DATA PROCESSING	50.00		
JOHN DEERE FINANCIAL	LIB OFFICE SUPPLIES	9.48		
MICRO MARKETING LLC	LIB BOOKS	334.16		
JOHN MONK	JANITORIAL SERVICES	150.00		
O'KEEFE ELEVATOR COMPANY INC	ELEVATOR MAINTENANCE	38.25		
OVERDRIVE	LIB BOOKS	13.99		
	LIBRARY	771.34		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	LIBRARY	771.34		
	AIRPORT			
	AIRPORT			
ALLIANT ENERGY-IES	20373 HWY 38 TERMINAL BLDG	619.05		
MONTICELLO AVIATION INC	AIRPORT MANAGER	2,000.00		
MONTICELLO COMM SCHOOL DISTRCT	AIRPORT FUEL	219.61		
	AIRPORT	2,838.66		
	AIRPORT	2,838.66		
	ROAD USE			
	STREETS			
ALLIANT ENERGY-IES	WELTER DRIVE STREETLIGHTS	120.57		
BEHREND'S CRUSHED STONE	RU STREET MAINTENANCE SUPPLIES	1,664.60		
BROWN SUPPLY CO INC	RU EQUIP REPAIR/MAINT	68.00		
JOHN DEERE FINANCIAL	RU SUPPLIES	19.63		
KIMBALL MIDWEST	RU SUPPLIES	309.39		
MONTICELLO COMM SCHOOL DISTRCT	RU FUEL	1,021.07		
MONTICELLO MACHINE SHOP INC	RU EQUIP REPAIR/MAINT	238.42		
L.L. PELLING CO	RU STREET MAINTENANCE SUPPLIES	1,161.10		
SPAHN & ROSE LUMBER CO INC	RU SUPPLIES	96.54		
	STREETS	4,699.32		
	ROAD USE	4,699.32		
	BATY DISC GOLF COURSE			
	PARKS			
MONTICELLO COMM SCHOOL DISTRCT	BATY DG FUEL	80.35		
SPAHN & ROSE LUMBER CO INC	WILLOW PARK SIGNAGE	194.60		
	PARKS	274.95		
	BATY DISC GOLF COURSE	274.95		
	WATER			
	WATER			
BOSS OFFICE SUPPLIES & SYS INC	WATER SUPPLIES	26.99		
JOHN DEERE FINANCIAL	WATER SUPPLIES	32.44		
MONTICELLO COMM SCHOOL DISTRCT	WATER FUEL	156.24		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
SPAHN & ROSE LUMBER CO INC	WATER SUPPLIES	4.58		
	WATER	220.25		
	WATER	220.25		
	CUSTOMER DEPOSITS			
	WATER			
CITY OF MONTICELLO	Water Deposit Refunds	775.21		
PAULA CHAPMAN	WATER DEPOSIT REFUND	7.21		
ROBERT JOHNSON	WATER DEPOSIT REFUND	19.10		
HELEN FIRST	WATER DEPOSIT REFUND	19.00		
NANCY MARSH	WATER DEPOSIT REFUND	16.94		
PAULA MOORE	WATER DEPOSIT REFUND	18.49		
JORDAN SHAWVER	WATER DEPOSIT REFUND	53.43		
BRAD & JILL WHITE	WATER DEPOSIT REFUND	.62		
	WATER	910.00		
	CUSTOMER DEPOSITS	910.00		
	SEWER			
	SEWER			
FAREWAY STORES #840-1	SEWER LAB SUPPLIES	13.95		
HACH COMPANY	SEWER SUPPLIES	44.15		
JOHN DEERE FINANCIAL	SEWER NOZZLE	90.98		
MONTICELLO COMM SCHOOL DISTRCT	SEWER FUEL	156.24		
SPAHN & ROSE LUMBER CO INC	SEWER WET/DRY VAC	149.99		
WINDSTREAM IOWA-COMM. INC.	SEWER PHONE	49.65		
	SEWER	504.96		
	SEWER	504.96		
	SANITATION			
	SANITATION			
JANAAN KRAUS	APPLIANCE TAG REFUND	10.00		
MONTICELLO COMM SCHOOL DISTRCT	SANITATION FUEL	595.79		
	SANITATION	605.79		
	SANITATION	605.79		
	STORM WATER			

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	STORM WATER FUND			
LYNCH DALLAS, P.C.	STORMWATER PRO FEES-6TH ST	459.00		
	STORM WATER FUND	459.00		
	STORM WATER	459.00		
**** SCHED	TOTAL ****	85,179.19		
*****	REPORT TOTAL *****	85,179.19		

ACCOUNTS PAYABLE ACTIVITY
CLAIMS FUND SUMMARY

FUND	FUND NAME	TOTAL	CHECK#	DATE
001	GENERAL	46,764.99		
005	MONTICELLO BERNDES CENTER	915.19		
008	DARE	499.75		
015	FIRE	4,851.75		
016	AMBULANCE	8,397.03		
018	HOTEL/MOTEL TAX	11,549.66		
026	POLICE IMPROVEMENT	875.00		
030	LIBRARY IMPROVEMENT	41.55		
041	LIBRARY	771.34		
046	AIRPORT	2,838.66		
110	ROAD USE	4,699.32		
338	BATY DISC GOLF COURSE	274.95		
600	WATER	220.25		
602	CUSTOMER DEPOSITS	910.00		
610	SEWER	504.96		
670	SANITATION	605.79		
740	STORM WATER	459.00		

City Council Meeting
Prep. Date: 06/28/18
Preparer: Doug Herman



Agenda Item: 1
Agenda Date: 07/02/2018

Communication Page

Agenda Items Description: Resolution to approve Tax Abatement related to property located at 513 Locust Court

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

Attachments & Enclosures:

Proposed Resolution
Application

Fiscal Impact:

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

Synopsis: Abatement Application filed by William Delay, owner of home located at 513 Locust Court, Monticello.

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

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

The City of Monticello, Iowa

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

RESOLUTION

Approving William M. Delay Tax Abatement Application related to Residential Improvements constructed at 513 Locust Court, Monticello, Iowa.

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

WHEREAS, William M. Delay has completed and filed an Application for Tax Abatement related to their home, a Residentially zoned property, located at 513 Locust Court, Monticello, Iowa, and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Application for Tax Abatement filed by William M Delay as set forth above, consistent with Chapter 10 of the Monticello Code of Ordinances, said Application bearing the date of June 5, 2018 and being signed by William M. Delay and further directs the Monticello City Clerk to file same with the Jones County Assessor as prescribed by law.

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

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

APPLICATION FOR TAX ABATEMENT UNDER THE
URBAN REVITALIZATION PLAN FOR

MONTICELLO, IOWA

Date 06/05/2018

Prior Approval for
Intended Improvements

Approval of Improvements
Completed

Address of Property: 513 Locust Court Monticello, IA
52310

Legal Description: See attached

Title Holder or Contract Buyer William M. Delay

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): 319-480-0293

Existing Property Use: Residential Commercial Industrial Vacant

Proposed Property Use: Residential Commercial Industrial

Nature of Improvements: New Construction Addition General Improvements

Specify _____

Estimated or Actual Date of Completion: 06/05/2018

Estimated or Actual Cost of Improvements: \$251,000.00

Tax Exemption Schedule is attached.

Signed: William M. Delay

City Council Meeting
Prep. Date: 6/28/18
Preparer: Doug Herman



Agenda Item: 2
Agenda Date: 7/02/18

Communication Page

Agenda Items Description: Resolution to accept FAA Grant Offer related to Master Plan and Airport Layout Plan update.

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

Attachments & Enclosures:

Proposed Resolution
Grant Agreement

Fiscal Impact:

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

Synopsis: Passage of proposed Resolution would accept and approve Grant Agreement between City and FAA.

Background Information: This step in the process amounts to formal acceptance of the Grant Funds previously requested and sets out the obligations of the City with regard to reporting and monitoring the project as it moves forward.

The Grant Award is in the maximum amount of \$149,086 or 90%, whichever is greater. Total estimated project cost is \$165,650 +/-.

In the event the airport fund does not have sums on hand to cover the Airport share there would be a request for a loan to the airport from the general fund. It is highly likely that funds will be available, however, depending upon the final expenses associated with the Ten-T Hangar project.

Staff Recommendation: I recommend that the Council accept the Grant Offer from the FAA in the maximum amount of \$149,086 or 90% whichever is greater.

THE CITY OF MONTICELLO, IOWA

RESOLUTION #18-__

**Accepting FAA Grant Agreement, project No. 3-19-0061-009-2018,
Monticello Airport Master Plan and Airport Layout Plan Documents
and directing the City's Designated Official to execute said grant agreement.**

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

WHEREAS, The City Council previously authorized the expenditure of AIP funds for purposes of Updating Master Plan and Airport Layout Plan documents, and

WHEREAS, The City Council subsequently authorized the submission of a request to the FAA allowing the City to use Monticello AIP Entitlement Funds towards the Updating of the Airport's Master Plan and Layout Plan at the Monticello Airport, and

WHEREAS, the FAA has approved of the City's use of entitlement funds for purposes of Updating the Airport Master Plan and Layout Plan, and has forwarded a grant agreement setting out the rights and responsibilities of the parties, and

WHEREAS, the approved grant totals a maximum amount of \$149,086, or 90% of the total project costs whichever is greater, and

WHEREAS, the Council finds that the acceptance of this grant is a pre-requisite to moving forward with the previously approved Master Plan and Layout Plan updates and should therefore be approved.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 2nd day of July 2018, that the FAA Grant Agreement related to Project 3-19-0061-009-2018 is hereby approved in its' entirety and the City's Designated Official is directed to execute said grant agreement on behalf of the 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 2nd day of July, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

May 17, 2018

Mr. Douglas Herman
City Administrator
City of Monticello
200 East 1st St
Monticello, IA 52310

Dear Mr. Herman:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-19-0061-009-2018 at Monticello Regional Airport in Monticello, IA. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **July 27, 2018**, in order for the grant to be valid.
 - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
 - All signatures must be made with blue or black ink; Signature stamps will not be accepted.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return one executed original Grant Agreement to our office via US mail or commercial courier.
 - Retain one copy of the executed Grant Agreement for your records.
- e. Because time is now critical for entering the executed grant into the FAA system, we request you send a copy of the signed agreement to our office by facsimile, (816) 329-2610, or email, jeff.deitering@faa.gov, prior to sending the hardcopy document through U.S. mail or commercial courier.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

I am the assigned program manager for this grant and am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Jeffrey D. Deitering, P.E.
Iowa State Planner



U.S. Department of Transportation
Federal Aviation Administration

FAA Original

GRANT AGREEMENT

PART I –OFFER

Date of Offer JUN 18 2018

Airport/Planning Area Monticello Regional (MXO)

AIP Grant Number 3-19-0061-009-2018

DUNS Number 603917105

TO: City of Monticello, IA
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **April 13, 2018**, for a grant of Federal funds for a project at or associated with the **Monticello Regional Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Monticello Regional Airport** (herein called the "Project") consisting of the following:

Update Master Plan and Airport Layout Plan documents

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety (90%) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$149,086.00**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 - \$149,086.00 for planning
 - \$0 for airport development or noise program implementation; and,
 - \$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 27, 2018**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by

the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. Update Approved Exhibit "A" Property Map for Land in Project. The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

24. Coordination. The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by

the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

25. **Coordination.** The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed airport layout plan or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.
26. **Airports GIS Survey.** If the Airports GIS survey is not reflected on an updated ALP that meets FAA requirements within four (4) years from the date of the Phase 1 grant (regardless of whether it is generated using the AGIS/eALP system or through some other computer-aided design platform), then the sponsor may be required to repay that portion of the grant that relates to the survey work.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

Jim A. Johnson
(Typed Name)

Director, Central Region Airports Division
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of Monticello

(Name of Sponsor)

By:

(Signature of Sponsor's Authorized Official)

(Typed Name of Sponsor's Authorized Official)

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Iowa. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____.

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

City Council Meeting
Prep. Date: 07/02/18
Preparer: Doug Herman



Agenda Item: # 3+4
Agenda Date: 06/29/18

Communication Page

Agenda Items Description: Ordinance to amend Chapter 105 and 106 of the Monticello Code of Ordinances, both pertaining to Sanitation practices.

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

Attachments & Enclosures:

Ordinances

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Due to changes in Sanitation practices some amendments to our Code related to sanitation was required. Tonight will be a first reading.

Background Information: Changes make some corrections but primarily make clear that services will be contracted and that residents and businesses will be required to use the contracted services. (And no more City bags.)

It is likely I will fine tune these moving forward, but may promote the passage of the 2nd and 3rd readings at the first meeting in July.

Recommendation: I recommend that the Council introduce and approve the 1st reading of each Ordinance.

ORDINANCE NO. _____

An Ordinance Amending the Code of Ordinances of the City Of Monticello, Iowa, By Amending Section Chapter 105, Solid Waste Control.

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

SECTION 1. SECTIONS DELETED. The provisions set out as Chapter 105.02(9) Definitions “Recyclable Products”, and 105.10 “Waste Storage Containers”, and 105.13 “Recycling Program” shall be deleted in their entirety and replaced as set out below.

Section 2. NEW SECTIONS TO BE ADOPTED BY THE APPROVAL OF THIS ORDINANCE

105.02 DEFINITIONS. For use in these chapters the following terms are defined:

9. “Recyclable Products” shall be determined and described by Resolution of the Monticello City Council from time to time based upon changes that occur within the recycling market.

105.10 WASTE STORAGE CONTAINERS. Every person owning, managing, operating, leasing or renting any premises, dwelling unit or any place where refuse accumulates shall provide and at all times maintain in good order and repair portable containers for refuse in accordance with the following:

1. Container Specifications. Waste storage containers shall comply with the following specifications:

- A. Residential. Residential waste containers shall be those provided by the City Residential Collection Contractor.

- B. Commercial. Every person owning, managing, operating, leasing or renting any commercial premise, which includes industrial and institutional, where an excessive amount of refuse accumulates and where its storage in portable containers as required above is impractical, shall maintain metal bulk storage containers (dumpsters) approved by the City.

- C. Storage of Containers. Residential solid waste containers shall be stored upon the residential premises, in an enclosed area, side yard non-corner lot or rear yard unless placed on or near the ROW for collection. No containers shall be placed out for collection more than 24 hours in advance of 8:00 a.m. on the scheduled collection date. Commercial, solid waste containers shall be stored upon private property, unless the owner has been granted written permission from the City to use public property for such purposes. The storage site shall be well drained; fully accessible to collection equipment, public health personnel and fire inspection personnel. All owners of residential, commercial, industrial, and institutional premises shall be responsible for proper storage of all garbage and yard waste to prevent materials from being blown or scattered around neighboring yards and streets.

105.13 RECYCLABLE COLLECTION PROGRAM. All recyclable material shall be separated by the owner or occupant from all other solid waste accumulated on the premises. The City shall provide by contract for the collection of recyclable materials in accordance with the rules and regulations of the City's recycling program as established by Resolution of the Council. Contract provisions shall be approved by resolution of the Council.

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.

1st reading passed by the Council on this _____ 2018
2nd reading passed by the Council on this _____ 2018
3rd reading passed by the Council on this _____ 2018

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 _____ 2018.

Sally Hinrichsen, City Clerk

ORDINANCE NO. _____

An Ordinance Amending the Code of Ordinances of the City Of Monticello, Iowa, By Amending Section Chapter 106, Collection of Solid Waste.

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

SECTION 1. SECTIONS DELETED. Chapter 106.01 Collection Service, 106.04 Frequency of Collection and 106.05 Bulky Rubbish shall be deleted in their entirety and replaced as set out below

SECTION 2. SECTIONS TO BE ADOPTED BY THE APPROVAL OF THIS ORDINANCE

106.01 COLLECTION SERVICE. The City shall provide by contract for the collection of solid waste, except bulky rubbish as provided in Section 106.05, from all residential, commercial, industrial, and institutional premises located within the City limits.

106.04 FREQUENCY OF COLLECTION. All solid waste shall be collected from residential premises at least once each week and from commercial, industrial and institutional premises as frequently as may be necessary.

106.05 BULKY RUBBISH. Bulky rubbish which is too large or heavy to be collected in the normal manner of other solid waste may be collected by the collector upon request in accordance with procedures therefor established by the collector.

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.

1st reading passed by the Council on this _____ 2018
2nd reading passed by the Council on this _____ 2018
3rd reading passed by the Council on this _____ 2018

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 _____ 2018.

Sally Hinrichsen, City Clerk

City Council Meeting Prep. Date: 06/29/18 Preparer: Doug Herman		Agenda Item: # 5 Agenda Date: 07/02/2018
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Communication Page

Agenda Items Description: Ordinance to re-zone property located at 203 E. 9th Street from R-1 Single 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

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Lloyd Welter property no N. Maple and 9th Street proposed to be re-zoned from R-1 to R-3 to allow for condo units.

Background Information: The property, on the corner of 9th and N. Maple (Old Adams Greenhouse) will be demolished and replaced with condo units very similar to those on N. Maple Street already that Lloyd Welter had built.

P & Z has reviewed the proposed change, and after a public hearing recommended that the re-zoning be approved.

Recommendation: I recommend that the Council introduce and approve the 1st reading of the proposed Ordinance to re-zone the Welter property from R-1 to R-3.

Preparer: Doug Herman, Monticello City Admin. 200 E. 1st St., Monticello, IA 52310; 319.465.3577
Return to: Sally Hinrichsen, City Clerk, 200 E. 1st Street, Monticello, IA 52310 319.465.3577

Amendment to Ordinance recorded as document 2000 3630, recorded date November 28, 2000

ORDINANCE NO. 714

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 203 E. 9th 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-1, Single-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.

1st reading passed by the Council on this _____, 2018

2nd reading passed by the Council on this _____, 2018

3rd reading passed by the Council on this _____, 2018

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance #714 was published in the Monticello Express on the May 30, 2018.

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 06/29/18
Preparer: Doug Herman



Agenda Item: # 6
Agenda Date: 07/02/18

Communication Page

Agenda Items Description: Ordinance to Amend Chapter 122, Peddlers, Solicitors, and Transient Merchants

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

Attachments & Enclosures:

Ordinance
Current Ordinance
Fireworks Article

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Due to changes in the State Code with regard to fireworks sales we may want to consider amendments to our Transient Merchant Code.

Background Information: The relationship between the State Code and Local Ordinances is not a decided issue. There is pending litigation and Cities have taken many different stances. At this point there are two merchants who fit the definition of "Transient Merchant" under our Code that wish to sell fireworks out of temp. structures (tents) near Fareway and near Karde's 151. They have both agreed to complete our Application and to file the required paperwork, however, both have taken issue with the fees provided within the Code. (They now pay a State of Iowa fee for inspections in the amount of \$500)

One agreed to pay the fee (\$1,000) while reserving legal recourse if you will, to request reimbursement / file suit should the rights of the City become clearer and determined that we cannot charge a fee. The other party would pay as well but thought the \$1,000 fee to be quite steep. (Paid the City of Anamosa a fee of \$100 last year.)

My take is that the City, under home rule, will have the authority to have some amount of oversight and fee requirements. However, I think there are provisions of the Code that may have to be amended and/or should be amended.

FEES: A one week fee is \$300 and jumps to \$1,000 for six months. In most fireworks cases they will look to be set up for 3-4 weeks. What should the fee be? LICENSE ISSUED: With the new State Requirements we really should not have to do the background check when it comes to Fireworks merchants. TIME RESTRICTION: Merchants will want to sell later than 6:00 p.m. (say 9:00 p.m.) and will definitely want to sell on Sundays and Holidays (the 4th

may be their biggest day) (The permit excludes holidays, however, the Ordinance does not. Should clarify that provision)

Unrelated to fireworks, the Ordinance also requires a permit for those selling produce out of the back of a truck/table in a parking lot/etc. if they live outside of the County. Do you want to do this? What about adjacent counties? What about selling plants/pies/related items? (Delaware County Amish selling stuff near Karde's as a potential example?)

The Council passed the first reading of an Ordinance last week to charge a fee of \$100 per week to transient merchants.

Recommendation: I recommend that the Council consider the approval of the 2nd reading of the proposed ordinance.

Amendment to Ordinance recorded as document _____, recorded date _____

ORDINANCE NO. ____

An Ordinance amending the Monticello Code of Ordinances, by amending Chapter 122
“Peddlers, Solicitors and Transient Merchants”

BE IT ENACTED by the City Council of the City of Monticello, Iowa, that Chapter
122, Section 122.05 “License Fees” shall be amended as follows:

A. The current language, as follows, shall be deleted and replaced:

122.05 License Fees. The following license fees shall be paid to the Clerk prior to the
issuance of any license

1. Solicitors, Peddlers or Transient Merchants.
 - A. For one day.....\$100.00
 - B. For one week\$300.00
 - C. For up to six (6) months.....\$1,000.00
 - D. For one year or major part thereof.....\$1,500.00

B. The following language shall replace the language of 122.05 deleted above:

122.05 License Fees. The following license fees shall be paid to the Clerk prior to the
issuance of any license

1. Solicitors or Peddlers

A. For one day	\$ 100.00
B. For more than one day but less than eight days	\$ 300.00
C. For up to six (6) months	\$1,000.00
D. For more than (6) months but less than one year	\$1,500.00
2. Transient Merchants

A. For each period of one to seven days	\$ 100.00
B. For each additional period of one to seven days	\$ 100.00
C. For up to six (6) months	\$1,000.00
D. For more than (6) months but less than one year	\$1,500.00
3. Days shall be accrued during the course of the calendar year, commencing
January 1st of each year and fees shall be based upon the sum of accrued days and
desired additional days of permitted sales/solicitation.

B. Repealer:

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

C. Severability:

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

D. Effective Date

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

1st reading passed by the Council on this _____, 2018

2nd reading passed by the Council on this _____, 2018

3rd reading passed by the Council on this _____, 2018

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 _____.

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 06/29/18
Preparer: Doug Herman



Agenda Item: Reports
Agenda Date: 07/02/2018

Communication Page

Agenda Items Description: Misc. Reports

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

Attachments & Enclosures:

- Sanitation brochure
- Shannon Poe Resume / Cover Letter
- Updated Bldg. Permit + Sidewalk Permit Apps

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Reports / Potential Action:

- See updated sidewalk and building permit applications wherein I have added ADA language and additional applicant certifications. The updates include provisions for a non-refundable \$25 application fee with additional building permit fees to be paid upon approval. The Application also makes clear that absent possession of a building permit that the applicant has no authority to commence construction.
- Park & Recreation Interviews: I, along with the Mayor, Jacob O., and a couple park board members interviewed four (4) applicants. We narrowed the field to two candidates and mutually agreed to an offer of employment to one of the applicants, Shannon Poe. Shannon brings a lot to the table including relevant college degrees, job experience, and pool related certifications. (Lifeguarding, Water Safety Instructor, and more.) Shannon will bring with her a background that should result in a much broader diversity of programming within the Park & Rec. Dpt. She will start on July 9, 2018.
- We continue to field questions and trouble shoot the recent changes in sanitation and recycling. Most of our contact with the public is positive, just answering questions, with a few objecting to the changes. Republic sanitation collection will begin the week following the 4th. Yard waste will currently remain unchanged. We will begin the process of enforcing dumpster collection provisions in the Code as there continue to be residents utilizing haulers other than Republic for dumpster collection. If you are aware of any dumpsters being collected by a collector other than Republic please let me or Brant know.
- Ten-T Hangar Leases have been drafted and will be considered for approval by the Airport Board tomorrow night. When full the Hangar will produce over \$15,000 in annual revenues.

CITY OF MONTICELLO, IOWA

Sidewalk Permit

Department of Public Works

200 East First Street
Monticello, Iowa 52310
Phone (319) 465-6435
Facsimile (319) 465-3527

Contractor/Owner Name (print) _____

Address Where Work Will be Performed _____

Phone Number (Home) _____

Phone Number (Mobile) _____

The Applicant agrees to construct or cause to have constructed said sidewalk in full and complete conformance with the Monticello Code of Ordinances *and the Americans with Disabilities Act. The City will provide guidance with regard to the requirements of the ADA, however, compliance with the ADA shall be the responsibility of the Applicant.*

The contractor/property owner further agrees to call the Public Works Department at 319-465-6435 for an inspection of the proposed sidewalk grade, after the forms have been placed but before concrete is poured. The Public Works Dpt. Will make every effort to inspect the sidewalk as soon as is practicable, but twenty-four (24) hour advance notice of a desired inspection is recommended.

Applicant's Signature

Date

(This information to be completed by a City of Monticello employee)

Permit Approved and issued by: _____

Name

Date

CITY OF MONTICELLO, IOWA
Building Permit Application

Building Permit Property Address: _____, *Monticello, IA*

Property Owner: _____
Mailing Address: _____
City/State/Zip Code: _____
Phone: _____

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

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

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

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

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

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

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

Project Description: _____

New Construction Dimensions, if applicable, in square feet:

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

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

If yes, please provide general description: _____

Will any fencing be erected? Yes / No

If yes, please provide a general description, including desired type of fence, fence height, location on property, etc. _____

Are sump pumps presently installed or intended to be installed in this property? Yes / No

If yes, how many and in what locations? _____

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

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

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

Have you located the property pins? Yes / No

Sketch Required: If the project covered by this building permit includes new construction, the change of the footprint of an existing structure, the installation or placement of an accessory building, or the installation of a fence, you, the owner, are required to create an accurate sketch identifying the size and location of the structure within the site, adjacent streets, presumed or actual property lines, etc.

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

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

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

Americans With Disabilities Act (ADA): The Applicant agrees to construct or cause to have constructed all sidewalks, driveways, and other public areas in full and complete conformance the Americans with Disabilities Act. The City will provide guidance with regard to the requirements of the ADA, however, compliance with the ADA shall be the responsibility of the Applicant: Initials: _____

Inspections: The contractor/property owner further agrees to call the Public Works Department at 319-465-6435 for an inspection of proposed sidewalk, driveway, and other public right of way pavement improvements after the forms have been placed but before concrete, or other pavement, is poured/placed. The Public Works Dpt. Will make every effort to inspect the sidewalk as soon as is practicable, but twenty-four (24) hour advance notice of a desired inspection is recommended. Initials: _____

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

ACKNOWLEDGEMENT (To Be Signed By Owners)

I hereby acknowledge that I have read and understand the contents of this application and its' attachments **and have paid the non-refundable \$25.00 Application Fee.** I further affirm and acknowledge as follows:

1. I hereby affirm that the above and foregoing information is true and correct to the best of my knowledge and belief. **Initials:** _____
2. **In the event the requested permit is granted I agree to pay the applicable fees and to comply with all City Ordinances, and applicable State and Federal Laws that apply to and/or regulate the proposed construction project.** **Initials:** _____
3. I understand that I cannot commence construction unless and until I have a signed building permit in my possession. **Initials:** _____
4. I acknowledge my understanding that if the proposed construction is not completed within twelve months of the issuance of this building permit that I will need to request a building permit extension with an extension fee of \$100.00. Failure to do so may be treated as a municipal infraction punishable by civil penalties as provided for in Chapter 4 of the Monticello Code. **Initials:** _____
5. I also acknowledge my understanding that a Certificate of Occupancy must be received from the City of Monticello before any person may occupy or use any new structure or a structure that has gone through reconstruction or major remodeling. **Initials:** _____
6. I also acknowledge my responsibility to understand the requirements of this building permit and my obligation to seek clarification or assistance from City staff should I not fully understand the expectations or requirements. **Initials:** _____

Print Name

Signature

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

Date Received: _____

Received By: _____

Present Zoning: _____

Eligible for Tax Abatement: Yes / No

Zoning Consistent with intended Use: Yes / No

Application for Abatement Provided: Yes / No

Explained by: _____

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

FEE SUMMARY

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

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

**Building Permit
Determination**

Permit Approved: _____

Permit Denied: _____

Explanation of Denial or Other Explanatory Notes:

Brant LaGrange, Director of Public Works

Date

Doug Herman, Monticello City Admin.

Date

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

Valuation Checklist

Total Value of Project (Includes land and new construction components)

<u>Valuation</u>	<u>Fee</u>
↑\$1.00 to \$500.00	\$30.00
↑\$500.01 to \$2,000.00	\$60.00
↑\$2,000.01 to \$25,000.00	\$100.00
↑\$25,000.01 to \$50,000.00	\$150.00
↑\$50,000.01 to \$100,000.00	\$200.00
↑\$100,000.01 to \$200,000.00	\$300.00
↑\$200,000.01 to \$500,000.00	\$500.00
↑\$500,000.01 to Infinity	\$1,000.00

Adjacent Property Acknowledgement:

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

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

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

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

Name: _____	Date: _____	Property adjoins to the: E, W, S, N
Name: _____	Date: _____	Property adjoins to the: E, W, S, N
Name: _____	Date: _____	Property adjoins to the: E, W, S, N
Name: _____	Date: _____	Property adjoins to the: E, W, S, N
Name: _____	Date: _____	Property adjoins to the: E, W, S, N
Name: _____	Date: _____	Property adjoins to the: E, W, S, N



521 Ingleside Dr. SW
Cedar Rapids, IA 52404



Collection of Bulk Items

Bulk items such as chairs, tables or mattresses are included in your service plan. Please contact City Hall at 319.465.3377 to schedule your bulk item pickup.

You are allowed one bulk item per month.



Correct Placement



Incorrect Placement

Keep the curb free of any items that will obstruct the bin. Please do not place items, such as chairs, tables, or mattresses, in front of the bin. Please do not place items, such as chairs, tables, or mattresses, in front of the bin.

Thank you for your cooperation!

City of Monticello Recycling and Waste Guide



We'll handle it from here.

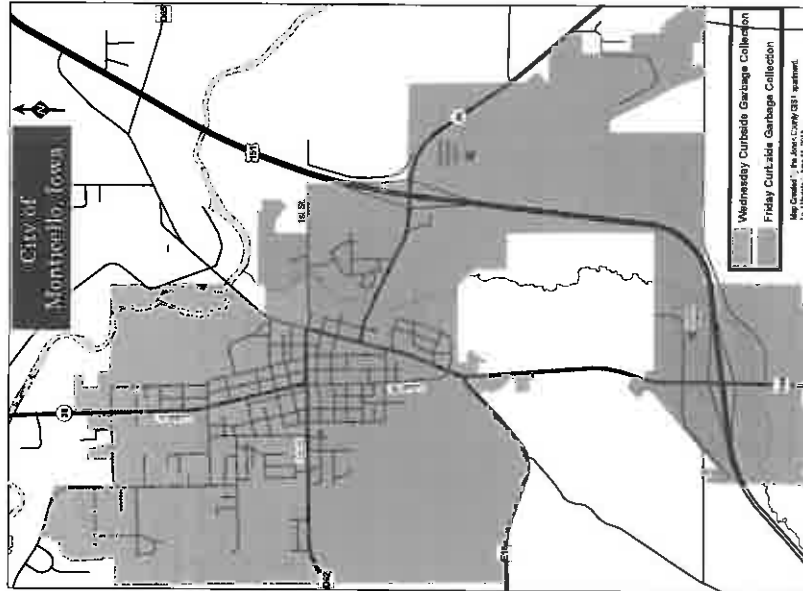
Message from Republic Services

The City of Monticello has contracted with Republic Services® to provide residential recycling, waste and bulk waste collection. While not all-inclusive, this guide is designed to provide you with information on the City's recycling and waste collection program.

This program is designed to be convenient and encourage recycling. All households will be furnished with separate containers for recycling and waste collection.

Please contact us at 319.465.3577 with questions regarding the program.

Residential bulk waste collection for the areas shaded in **Pink** will be every Wednesday.
Residential bulk waste collection for the areas shaded in **Gray** will be every Friday.



Service Schedule

Republic Services will offer weekly waste collection and every other week recycling collection.

On weeks when a holiday occurs, if your collection day falls on or after a holiday, collection will start on the following day for the remainder of that week, except on Sundays. The following holidays are observed by Republic Services:

- New Year's Day
- Memorial Day
- Independence Day (July 4th)
- Labor Day
- Thanksgiving Day
- Christmas Day

Recycling

Recycling will be collected every other week on Thursday.

Residents are encouraged to reduce their waste by taking advantage of the recycling program. Recycling does not need to be separated. All approved recyclables can be mixed together; no sorting required! Please rinse all cans and bottles and flatten all boxes. The following are accepted items that can be placed in your recycling container:

Paper

- ✓ Newspaper
- ✓ Chipboard
- ✓ Office Paper



- ✓ Telephone Books
- ✓ Magazines

Cartons

- ✓ Cardboard and boxboard



- ✓ Soda and beer carrying cases

Plastic

- ✓ Plastic bottles and containers coded #1 - #7
- ✓ HDPE Plastics
- ✓ LDPE Plastics
- ✓ DPE Plastics



Metal

- ✓ Aluminum
- ✓ Aluminum cans
- ✓ Tin and steel cans



What can NEVER be placed inside your recycling container



- Disposable diapers
- Ribbons, foil and wrapping paper
- Tissues and paper towels
- Plastic coated food-soiled paper
- Empty motor oil and antifreeze containers
- Candy wrappers and chip bags
- Styrofoam
- Styrofoam packing peanuts and bubble wrap (reuse or take out of containers)
- Prescription pills
- Mirrors, window glass, ceramic dishes, incandescent and halogen bulbs, fluorescent tubes/bulbs
- Paint containers and aerosol containers that are not empty
- Sharp or greasy metal
- Vacuum cleaner bags
- Cigarette butts
- Pet waste
- CDs and CD cases

Collection of Bulk Items

Bulk items such as chairs, tables or mattresses are included in your service plan. Please contact City Hall at 319.463.3577 to schedule your bulk item collection. You are allowed one bulk item per month.



We'll handle it from here.

NEW RESIDENTIAL HOLIDAY GARBAGE/RECYCLING SCHEDULE

Services will run one day behind throughout the week, beginning with services scheduled for the holiday. Pick-up dates during holiday weeks will be as follows:

Independence Day – July 4, 2018

North-Side Recycling will be picked up Friday, July 6th

Labor Day – September 3, 2018

Wednesday Garbage will be picked up Thursday, September 6th

South-Side Recycling will be picked up Friday, September 7th

Friday Garbage will be picked up Saturday, September 8th

Thanksgiving Day – November 22, 2018

Wednesday Garbage will have NO CHANGE

North-Side Recycling will be picked up Friday, November 23rd

Friday Garbage will be picked up Saturday, November 24th

Christmas Day – December 25, 2018

Wednesday Garbage will be picked up Thursday, December 27th

South-Side Recycling will be picked up Friday, December 28th

Friday Garbage will be picked up Saturday, December 29th

New Years Day – January 1, 2019

Wednesday Garbage will be picked up Thursday, January 3rd

North-Side Recycling will be picked up Friday, January 4th

Friday Garbage will be picked up Saturday, January 5th

Memorial Day – May 27, 2019

Wednesday Garbage will be picked up Thursday, May 30th

South-Side Recycling will be picked up Friday, May 31st

Friday Garbage will be picked up Saturday, June 1st

June 18, 2018

The City of Monticello
Parks and Recreation Dept
200 East 1st St
Monticello, IA 52310

To Whom It May Concern,

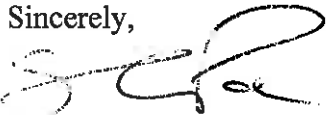
I'm contacting you in regards to the recent opening of the Parks and Recreation Facilities Superintendent position. I am very interested in finding out more about this opportunity.

My education background includes two Bachelor's degrees. The first is a Bachelor of Science in Parks, Recreation and Tourism with an emphasis in natural resources from West Virginia University. The second is a Bachelor of Arts from the University of Northern Iowa in Leisure, Youth and Human Services- Therapeutic Recreation. While my most recent employment is not related to parks and recreation, most of my professional career has been in that very field. For the last six months I have been working as a Dispatcher at the Jones County Sheriff's Office. This experience has only added to my ability to multi-task, handle high stress situations and think quickly to resolve problems.

My most recent recreation related position was as Respite Care/Volunteer Director for Camp Courageous, which I held for over 12 years. In this role, I was responsible for interviewing, hiring and training volunteers, as well as helping to supervise and train program staff. I also was responsible for communicating and enforcing policies and procedures with staff and volunteers. Another important task was to communicate with staff, volunteers and other departments regarding camper, volunteer and facility needs.

When I served as a core team member of Monticello Heart & Soul, I learned that the people of Monticello value recreation, and appreciate the benefits of access to recreation for those of all ages. I would very much like to be a part of the Parks and Recreation Department in order to provide the residents of Monticello with quality recreation programs and facilities.

Sincerely,



Shannon Poe
319-480-0220
shannonlynpoee@gmail.com

Shannon Poe
12645 190th St.
Monticello, IA 52310
Phone 319-480-0220

Education: **University of Northern Iowa**, Cedar Falls, IA: May 2006. *Bachelor of Arts* in Leisure, Youth and Human Services, Therapeutic Recreation (TR) emphasis.
Course work specializing in:
-TR Administration -TR Interventions -TR Programming
-Abnormal Psychology -Human Growth & Development
-Anatomy & Physiology

West Virginia University, Morgantown, WV; December 2001. *Bachelor of Science* in Recreation with a major in Recreation, Parks, and Tourism Resources.
Course work specializing in:
- Leadership - Public Speaking -Resource Mgmt. -Tourism
- Special Populations - Evaluation -Budget
-Wildland Mgmt.

Professional Experience: *Dispatcher, Jones County Sheriff's Office*, Anamosa, IA 52205
(Jan. 2018-Present).

- Take 911 calls, calmly gather information from the caller in order to dispatch appropriate emergency services.
- Take routine administrative calls and assist citizens in getting the information or services that they need.
- Provide accurate information to emergency service agencies in order for them to respond safely and appropriately.
- Communicate with law enforcement officers in order to provide them with necessary information and monitoring to contribute to officer safety.
- Enter warrants into both Iowa and NCIC databases. Supplement, modify and remove warrants as appropriate.
- Modify and supplement protective order information.

Respite Care/Volunteer Director, Camp Courageous of Iowa, Monticello, IA 52310
(Aug. 2004-March 2017).

Respite Care Director:

- Organize respite care weekends to meet individual camper needs. Plan activities and supervise volunteers.
- Be available for all emergency respite care, weekends, holidays and off-season included.
- Pass meds for respite care campers when R.N. is not on duty.
- Communicate with parents, guardians, and interested persons about the respite care opportunities. Send mailings on a regular basis.
- Schedule all respite care needs and provide on-site supervision for volunteers during weekends.
- Coordinate all meals, sleeping arrangements, and activities for all respite care campers.
- Ensure all camper needs are met. Provide behavior management when necessary.

Volunteer Director:

- Interview and check references on all potential volunteers. Secure volunteers to supplement staff.
- Find volunteers for each department in camp.
- Research volunteer programs like Church of the Brethren and do all necessary paperwork.
- Work with Executive and Camp Directors to become familiar with community resources, volunteer groups.

Other Duties

- Teach Red Cross swim lessons
- Lifeguard for campers and the general public
- Assist with planning and implementation of fundraisers and special events.

Adaptive Recreation Specialist, Loudoun County Parks, Recreation, and Community Services, Leesburg, VA 20175 (Dec. 2002-Aug. 2004).

General Specialist Responsibilities:

- Recruited, interviewed, and supervised program assistants, instructors, and volunteers.
- Advised on part-time staff performance evaluations.
- Assisted with planning and implementation of Summer Day Camp; including staff training, registration, and daily schedules.
- Maintained approved budget and plan programs to meet revenue goals.
- Maintained management plan figures.
- Financial responsibilities included credit card and petty cash purchases as well as other purchasing documentation.
- Designed and marketed sports trips, specialty camps, instructional sports, Sled Hockey, and youth programs.
- Edited quarterly newsletter.
- Provided quality customer service.
- Provided outreach and marketing for program and participant recruitment.
- Establish partnerships with community businesses and civic groups.

Special Olympics Athletic Coordinator Responsibilities:

- Managed average of 290 volunteer hours on a monthly basis.
- Supervised and trained volunteers.
- Supervised athletes and volunteers on day and overnight trips.
- Coordinated with the Treasurer on budgeting for sports seasons and special events.
- Established partnerships with schools, community businesses, and civic groups.
- Organized and implemented year-round practices and local competitions.
- Liaison to advisory board on fundraising, marketing, athlete, and volunteer recruitment, as well as volunteer training.
- Maintained athlete, volunteer, and critical administrative files.
- Worked with State Office on accreditation, census reports, competitions, and fundraising.

**Community
Involvement**

Special Olympics Iowa State Winter Games Committee, Special Olympics Iowa

- Nordic Skiing Committee, 2006-Present

Special Olympics Coach, Jones County Special Olympics

- Basketball coach, 2012-Present
- Softball coach, 2014-Present

Volunteer, Jones Regional Medical Center, Anamosa, IA

- General volunteer, December 2014-August 2015

Core Team Member, Monticello Heart & Soul, Monticello, IA, 2015-2017

Certifications

- *Certified Therapeutic Recreation Specialist*
- *Commercial Driver's License, Class C with passenger endorsement*
- *Red Cross Water Safety Instructor*
- *Red Cross Water Front Lifeguard*
- *Certified Firefighter I, Firefighter II, Hazmat*