

City of Monticello, Iowa

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Posted on June 15, 2018 at 1:00 p.m.

Monticello City Council Regular Meeting June 18, 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	04, 2018
Approval of Payroll	May	24, 2018
Approval of Bill List		
Approval of Appointment of Bob Null to the Fire Board (Rural Appointment)		
Approval of Appointment of Jerry Hinrichs to the Fire Board (City Appointment)		
Approval of Cigarette Permits		
Casey's, Dollar General, Fareway Stores, Great Pastimes, Is What it Is, K Food Mart, Karde's 151, Karde's Convenience Store, Monticello Golf Club		

Public Hearings: None

Resolutions:

1. **Resolution** to approve agreement between City of Monticello and Veloxium. (Pasker, Schneiderman, Schneiderman)
2. **Resolution** to approve Steve Koob Tax Abatement request.
3. **Resolution** to approve Lloyd Welter Tax Abatement request.
4. **Resolution** to approve Dave Schoon sign as constructed and located on fence posts on and/or near the ROW of D62 / W. 1st Street.
5. **Resolution** to approve Plat of Survey to Parcel 2018-37.

6. **Resolution** to enter agreement with Faust Construction, Inc., Brandon and Ashley Faust.
7. **Resolution** to approve Supplemental Agreement between the City of Monticello and the IDOT Re: Maintenance of Primary Roads in Monticello.
8. **Resolution** to acknowledge Monticello Library Director and Staff Wages for FY '19.
9. **Resolution** to approve wage increases for non-bargaining staff for FY '19.
10. **Resolution** to approve Pay Request #8 and Change Order #1 related to the Ten-T Hangar project.
11. **Resolution** to approve purchase of 2018 Ford Utility Police Interceptor.
12. **Resolution** to amend fees related to Sanitation and Recycling Collection.

Ordinances:

13. **Ordinance** to Amend Chapter 105 of the Monticello Code of Ordinances.
14. **Ordinance** to Amend Chapter 106 of the Monticello Code of Ordinances.
15. **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.
16. **Ordinance** to amend fees related to Transient Merchants.

Reports / Potential Action:

- Sidewalk inspection, permitting, and review processes
- Flood Mapping, Consultant Coordination Officer Meeting update
- Park & Recreation Interviews
- Sanitation Collection Map / Plan
 - Cart Delivery plan
- City Admin. Review

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

Regular Council Meeting – Official
June 4, 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 and Chris Lux. Also present were City Administrator Doug Herman, Deputy City Clerk Cheryl Clark, Police Chief Britt Smith, City Engineer Patrick Schwickerath and Park/Rec Director Jacob Oswald. Council member Tom Yeoman was absent.

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

Kaye Junion, 245 North Arminda, questioned the timeline for the Hughes property house and new library lighting. Wolken stated that the deadline for the Hughes property house is later this fall and that the library lighting will be done prior to the ground freezing.

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

Herman stated that the consensus of the solid waste/recycling committee was to contract with Republic for collection of residential solid waste and recycling. Herman stated that Republic would begin recycling collection immediately, with solid waste collection to start around July 1st. Goedken moved to approve Resolution #18-67 Approving Contract for Residential Curbside Garbage and Recycling collection, seconded by Pratt, roll call unanimous.

Herman reported that a draft fiber installation agreement was sent to Jerry Pasker on May 29, 2018. Pasker was present at the meeting and stated that there were approximately a dozen minor items on the agreement that he would like to discuss with Herman. He asked that a dig permit be issued at this time so that he could proceed with hand holes. Goedken moved to authorize the issuance of a dig permit, with the proper fee and bond, seconded by Pratt, roll call unanimous. Moved by Lux, seconded by Pratt to table approval of the Fiber Installation Agreement until after both parties agree on the language, roll call unanimous.

Herman presented the proposed Engineering Services Agreement between the City and Snyder & Associates for the reconstruction of portions of North Sycamore Street. Schwickerath explained that the scope of work did not include storm sewer but that storm sewer could be added if it was deemed appropriate at any point during the project design. Goedken moved to approve Resolution #18-68 to approve Standard Professional Services Agreement between Snyder & Associates and City of Monticello in regard to the reconstruction of portions of N. Sycamore Street, Russ seconded, roll call unanimous.

Oswald reported on the Berndes Center floor color schematics. He prefers option #3, as does the Park Board. Moved by Goedken, seconded by Lux to proceed with floor color schematic option #3, roll call unanimous, except for Pratt, who voted nay.

Herman reported that Dave Schoon constructed a fence along D62 that includes a sign advertising his grandsons DJ business that does not meet City Code. Schoon was present and argued that he should not have to comply with the sign code until other signs in town were brought up to code. Herman explained that the sign code, passed in 2015, allowed businesses five years to come into compliance unless they changed signage, business names, etc., in the meantime. Wolken instructed Herman to present the proposed sign, as constructed, to the Planning & Zoning Commission for their consideration and recommendation to the City Council according to the provisions of the Code associated with Pole Signs.

Herman reported that two sidewalks were brought to his attention to review for ADA compliance. One is section of driveway through which a sidewalk will need to pass in Northridge and the other is the sidewalk in front of the new building constructed by Brian Monk on W. 1st Street. Pratt moved to have both locations, to the extent that they were not in compliance, brought into compliance with the ADA. Motion died due to the lack of a second. After further discussion, Goedken moved to require the Northridge driveway to be brought into compliance with the ADA. Motion died due to the lack of a second. Herman suggested that the Council move on for now, returning to this item later in the meeting. Pratt left the meeting for a scheduled appointment.

Herman reported that the asbestos inspection at 103 W. 1st Street should be taking place soon. The Airport Ten-T Hangar is mostly complete and an open house will be scheduled. Herman stated that the Koob's Garage property annexation couldn't be finalized for a number of years due to delays in annexing the property across the highway. Herman explained that when Koob agreed to be annexed he was anticipating a five year partial tax abatement under the City Code. By the time the annexation could be completed the tax abatement period had expired. Herman further explained that Lloyd Welter's Application for Tax Abatement on three condo units was not approved by the Assessor due to a procedural issue associated with the condominium paperwork. Welter can reapply but would lose one year of the five year abatement period. Herman stated that he has new flood maps in his office if people would like to see them. The floodway appears to have been expanded and there are meetings scheduled on June 13th at 1:00 pm for public officials and at 6:00 pm for the public. Herman reported that the Hometown Pride Committee has voted to support the Willow Park Trail and Fountain Park projects.

Smith reviewed recent pictures of the Mike Felton property, with focus on the change in milkweed growth and location. Herman stated that Felton would like to manage the milkweed himself, without the help of the expert the City had lined up. Smith stated that the right-of-way has been vacated of milkweed and there are beds of clustered

milkweeds in the yard with some flower bed pavers around them. A large portion of the northern part of the property has uncontained milkweed and other growth. When asked about continued plans, Mr. Felton indicated that he would continue to work on it, but that he was limited by time and materials. Consensus of the Council was that Felton should continue to maintain and contain the milkweed to defined beds. Police Chief and Staff to continue to monitor.

Bud Coyle, 515 North Sycamore Street, asked who is responsible for maintaining bushes planted in the right-of-way. Russ stated that it is the property owner's responsibility to maintain their property, even the right-of-way.

Herman discussed the E. 1st Bridge project and asked if the Council supported additional potential improvements, such as curb and gutter, on the east side to better manage storm water. Herman explained that the additional improvements should be covered on an 80/20 cost share basis. Consensus was to look into potential improvements and to verify funding availability for cost share.

Council again considered potential options for ADA sidewalk compliance. Consensus of the Council was to send the property owner an Indemnification Agreement, to be signed by the property owners and recorded, to hold the City harmless and to indemnify the City should the City ever be sued or found liable in relation to the sidewalk. Absent a signed indemnification agreement, the consensus of the Council was to have the sidewalk brought into compliance.

Russ moved to adjourn at 8:42 P.M.

Brian Wolken, Mayor

Cheryl Clark, Deputy City Clerk

PAYROLL - JUNE 7, 2018

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	May 21 - June 3, 2018				
Evan Barry	\$ 318.60	\$ -	0.00	0.00	\$ 268.33
Jeremy Bell	424.80	-	0.00	0.00	330.97
Brian Bronemann	177.60	-	0.00	0.00	151.36
Carter Bronemann	1,079.70	-	0.00	0.00	790.61
Dawn Brus	1,260.00	-	0.00	48.38	915.07
Stephen Fasnacht	95.68	-	0.00	0.00	82.08
Jacob Gravel	106.20	-	0.00	0.00	41.11
Ben Hein	93.12	-	0.00	0.00	79.89
Mary Intlekofer	2,094.05	97.65	0.00	19.38	1,295.44
Brandon Kent	2,061.50	65.10	0.00	0.00	1,349.24
Matt Kunkle	249.55	-	0.00	0.00	192.09
Jim Luensman	1,019.90	325.50	0.00	0.00	749.02
Lori Lynch	1,887.90	65.10	8.00	8.00	1,252.41
Dave McNeill	216.48	-	0.00	0.00	184.72
Christopher Moore	2,152.80	745.20	0.00	75.00	1,299.49
Mandy Norton	12.00	-	0.00	0.00	10.30
Brian Rechkemmer	260.40	-	0.00	0.00	154.75
Shelly Searles	2,452.10	455.70	0.00	13.50	1,804.71
Brenda Surom	520.80	-	0.00	0.00	392.21
TOTAL AMBULANCE	\$ 16,483.18	\$ 1,754.25	8.00	164.26	\$ 11,343.80
CEMETERY	May 19 - June 1, 2018				
Caleb Herman	\$ 260.00	\$ -	0.00	0.00	\$ 240.14
Max Keleher	120.00	-	0.00	0.00	110.82
Dan McDonald	1,572.00	-	0.00	0.00	1,117.80
TOTAL CEMETERY	\$ 1,952.00	\$ -	0.00	0.00	\$ 1,468.76
CITY HALL	May 20 - June 2, 2018				
Cheryl Clark	\$ 1,607.50	\$ 7.50	0.00	0.00	\$ 1,115.45
Doug Herman	3,720.71	-	0.00	0.00	2,677.37
Sally Hinrichsen	2,368.18	-	0.00	0.00	1,595.43
Nanci Tuel	1,632.00	-	0.00	0.00	1,142.93
TOTAL CITY HALL	\$ 9,328.39	\$ 7.50	0.00	0.00	\$ 6,531.18
FIRE					
Drew Haag	\$ 100.00	\$ -	0.00	0.00	\$ 92.35
Nick Kahler	60.00	-	0.00	0.00	51.47
Don McCarthy	125.00	-	0.00	0.00	107.24
Billy Norton	100.00	-	0.00	0.00	85.79
TOTAL FIRE	\$ 385.00	\$ -	0.00	0.00	\$ 336.85
LIBRARY	May 21 - June 3, 2018				
Molli Hunter	\$ 225.25	\$ -	0.00	0.00	\$ 192.61
Penny Schmit	935.20	-	0.00	0.00	686.90
Madonna Thoma-Kremer	872.01	-	0.00	0.00	531.28
Michelle Turnis	1,517.58	-	0.00	0.00	961.94
TOTAL LIBRARY	\$ 3,550.04	\$ -	0.00	0.00	\$ 2,372.73

PAYROLL - JUNE 7, 2018

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
MBC	May 21 - June 3, 2018				
Jacob Oswald	\$ 1,846.15	\$ -	0.00	0.00	\$ 1,386.83
Casey Reyner	1,538.46	-	0.00	0.00	1,074.89
TOTAL MBC	\$ 3,384.61	\$ -	0.00	0.00	\$ 2,461.72
POLICE	May 21 - June 3, 2018				
Dawn Graver	\$ 2,174.76	\$ -	0.00	0.00	\$ 1,508.44
Erik Honda	1,794.96	-	12.00	14.75	1,344.74
Jordan Koos	2,003.40	-	0.00	41.50	1,462.79
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	2,357.76	-	0.00	0.00	1,610.34
Robert Urbain	-	-	0.00	26.50	-
TOTAL POLICE	\$ 12,188.84	\$ -	12.00	82.75	\$ 8,782.13
ROAD USE	May 19 - June 1, 2018				
Billy Norton	\$ 1,572.00	\$ -	0.00	0.00	\$ 982.66
Wayne Yousse	1,572.00	-	0.00	16.00	1,071.11
TOTAL ROAD USE	\$ 3,144.00	\$ -	0.00	16.00	\$ 2,053.77
SANITATION	May 19 - June 1, 2018				
Michael Boyson	\$ 1,536.00	\$ -	0.00	0.00	\$ 1,058.12
Caleb Herman	422.50	-	0.00	0.00	390.14
Nick Kahler	1,572.00	-	0.00	0.00	1,055.31
Max Keleher	190.00	-	0.00	0.00	175.46
Brian Kramer	156.25	-	0.00	0.00	124.99
TOTAL SANITATION	\$ 3,876.75	\$ -	0.00	0.00	\$ 2,804.02
SEWER	May 19 - June 1, 2018				
Tim Schultz	\$ 1,632.00	\$ -	0.00	23.63	\$ 976.70
Jim Tjaden	2,113.75	213.75	0.00	0.00	1,511.03
TOTAL SEWER	\$ 3,745.75	\$ 213.75	0.00	23.63	\$ 2,487.73
SWIMMING POOL	May 18 - 31, 2018				
Sydney Ballou	\$ 42.00	\$ -	0.00	0.00	\$ 38.79
Allyson Bartachek	40.00	-	0.00	0.00	36.94
McKenna Bell	88.73	-	0.00	0.00	81.94
Mya Boffeli	86.61	-	0.00	0.00	79.98
Aubree Fairley	100.00	-	0.00	0.00	92.35
Leah Holub	96.00	-	0.00	0.00	88.66
Ashley Jenkins	90.84	-	0.00	0.00	83.89
Madison G. Lambert	177.45	-	0.00	0.00	163.88
Raleigh Lambert	201.34	-	0.00	0.00	180.04
Lilly Lambert-Lanczs	54.06	-	0.00	0.00	49.93
Kain Luensman	134.00	-	0.00	0.00	123.75
Macy McDonough	84.50	-	0.00	0.00	78.03
Tyler Neilson	80.00	-	0.00	0.00	73.88
Elizabeth Petersen	80.00	-	0.00	0.00	73.88
Andrue Wright	30.00	-	0.00	0.00	27.70
TOTAL SWIMMING POOL	\$ 1,385.53	\$ -	0.00	0.00	\$ 1,273.64

PAYROLL - JUNE 7, 2018

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
WATER	May 19 - June 1, 2018				
Brant LaGrange	\$ 2,020.38	\$ -	0.00	0.00	\$ 1,421.12
Jay Yanda	1,820.00	-	0.00	0.00	1,305.40
TOTAL WATER	<u>\$ 3,840.38</u>	<u>\$ -</u>	<u>0.00</u>	<u>0.00</u>	<u>\$ 2,726.52</u>
TOTAL - ALL DEPTS.	\$ 63,264.47	\$ 1,975.50	20.00	286.64	\$ 44,642.85

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
ACCOUNTS PAYABLE CLAIMS				
	GENERAL			
	POLICE DEPARTMENT			
BAKER PAPER CO INC	PD BLDG SUPPLIES	24.00		
BOSS OFFICE SUPPLIES & SYS INC	PD SUPPLIES	29.13		
DIGITAL ALLY, INC.	PD EQUIP REPAIR/MAINT	145.00		
DUBUQUE FIRE EQUIPMENT, INC.	PD OSHA	93.80		
DAWN GRAVER	PD CELL PHONE STIPEND	240.00		
ERIK HONDA	PD CELL PHONE STIPEND	240.00		
KONICA MINOLTA BUSINESS	PD OFFICE SUPPLIES	72.78		
KOOB AUTOMOTIVE & TOWING INC	PD VEHICLE OPERATING	286.07		
JORDAN KOOS	PD CELL PHONE STIPEND	240.00		
MCALEER WATER CONDITIONING INC	PD SOFTENER SALT	13.70		
BRITT SMITH	PD CELL PHONE STIPEND	600.00		
BRIAN TATE	PD CELL PHONE STIPEND	240.00		
TRI COUNTY PROPANE LLC	PD FUEL	132.94		
U.S. CELLULAR	PD CELL PHONES	197.34		
UNIFORM DEN INC	PD SUPPLIES	60.08		
		=====		
	POLICE DEPARTMENT	2,614.84		
	ANIMAL CONTROL			
ANIMAL WELFARE FRIENDS	ANIMAL CONTROL	140.00		
		=====		
	ANIMAL CONTROL	140.00		
	STREET LIGHTS			
ALLIANT ENERGY-IES	416 E SECOND STREETLIGHTS	139.74		
		=====		
	STREET LIGHTS	139.74		
	AQUATIC CENTER			
TCM BANK NA	POOL GROUNDS SUPPLIES	307.74		
		=====		
	AQUATIC CENTER	307.74		
	CEMETERY			
DUBUQUE FIRE EQUIPMENT, INC.	CEMETERY OSHA	129.25		
JOHN DEERE FINANCIAL	CEMETERY SUPPLIES	108.04		
PAM KRAUS	CREMATION WALL PLAQUES (2)	900.00		
MONTICELLO EXPRESS INC	CEMETERY ADVERTISING	83.20		
		=====		
	CEMETERY	1,220.49		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
MEDIACOM	SLDR MEM TELEPHONE	25.20		
	SOLDIER'S MEMORIAL BOARD	25.20		
	MAYOR AND CITY COUNCIL			
CHRISTINA LUX	COUNCIL MILEAGE	13.08		
	MAYOR AND CITY COUNCIL	13.08		
	ENGINEER			
SNYDER & ASSOCIATES, INC	ENGINEER FEES	1,040.00		
	ENGINEER	1,040.00		
	CITY HALL/GENERAL BLDGS			
BAKER PAPER CO INC	CH BUILDING SUPPLIES	92.59		
DUBUQUE FIRE EQUIPMENT, INC.	CH OSHA	281.15		
DOUG HERMAN	CH CELL PHONE STIPEND	300.00		
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK	290.10		
JOHN DEERE FINANCIAL	CH OFFICE SUPPLIES	2.29		
MEDIACOM	CH TELEPHONE	159.59		
MONTICELLO EXPRESS INC	CH ADVERTISING	540.07		
DEAN STEVENS CONSTRUCTION LTD	BUILDING PERMIT REFUND	150.00		
TCM BANK NA	CH EDUCATION - HINRICHSEN	205.00		
	CITY HALL/GENERAL BLDGS	2,020.79		
	GENERAL	7,521.88		
	MONTICELLO BERNDEN CENTER			
	PARKS			
ALLIANT ENERGY-IES	MBC ELECTRIC	942.39		
BAKER PAPER CO INC	MBC BUILDING SUPPLIES	89.16		
DUBUQUE FIRE EQUIPMENT, INC.	MBC OSHA	33.00		
JOSH IBEN	MBC GROUNDS SUPPLIES	495.00		
JOHN DEERE FINANCIAL	MBC GROUNDS SUPPLIES	48.20		
MONTICELLO EXPRESS INC	MBC ADVERTISING	72.80		
TCM BANK NA	MBC LEAGUE SUPPLIES	44.97		
	PARKS	1,725.52		
	MONTICELLO BERNDEN CENTER	1,725.52		
	AMBULANCE			
	AMBULANCE			

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
AIRGAS USA, LLC	AMB MEDICAL SUPPLIES	63.07		
ANAMOSA AREA AMBULANCE SERVICE	AMB MUTUAL AID FEES	75.00		
BAKER PAPER CO INC	AMB BLDG SUPPLIES	24.01		
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES	68.80		
DUBUQUE FIRE EQUIPMENT, INC.	AMB OSHA	40.50		
FREESE MOTORS INC	AMB VEHICLE REPAIR/MAINT	509.59		
M TOWN TIRE & AUTO	AMB VEHICLE REPAIR/MAINT	44.00		
MCALEER WATER CONDITIONING INC	AMB SOFTENER SALT	13.70		
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	1,869.69		
TCM BANK NA	AMB POSTAGE	15.76		
U.S. CELLULAR	AMB CELL PHONES	68.10		
		<u>2,792.22</u>		
	AMBULANCE	2,792.22		
		<u>2,792.22</u>		
	AMBULANCE	2,792.22		
		<u>2,792.22</u>		
	LIBRARY IMPROVEMENT			
	LIBRARY			
CENTER POINT PUBLISHING	LIB IMP BOOKS	42.54		
FAREWAY STORES #840-1	LIB IMP SUMMER READING	42.06		
SCHOLASTIC, INC.	LIB IMP SUMMER READING PROGRAM	50.00		
TCM BANK NA	LIB IMP SUMMER READING PROGRAM	121.71		
		<u>256.31</u>		
	LIBRARY	256.31		
		<u>256.31</u>		
	LIBRARY IMPROVEMENT	256.31		
		<u>256.31</u>		
	LIBRARY			
	LIBRARY			
	LIBRARY			
CULLIGAN TOTAL WATER	LIB BUILDING SUPPLIES	12.41		
DUBUQUE FIRE EQUIPMENT, INC.	LIB OSHA	114.00		
FAREWAY STORES #840-1	LIB OFFICE SUPPLIES	9.48		
MEDIACOM	LIB TELEPHONE	117.59		
MICRO MARKETING LLC	LIB BOOKS	31.98		
TCM BANK NA	LIB VIDEO/DVD RECORDINGS	1,000.90		
MICHELLE TURNIS	LIB ADVERTISING	30.00		
		<u>1,316.36</u>		
	LIBRARY	1,316.36		
		<u>1,316.36</u>		
	LIBRARY	1,316.36		
	AIRPORT			
	AIRPORT			
GARY NAGEL	AIRPORT SNOW REMOVAL	1,040.00		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	AIRPORT	1,040.00		
	AIRPORT	1,040.00		
	ROAD USE			
	STREETS			
ACE CONCRETE LLC	RU STREET MAINTENANCE CONTRACT	420.00		
ALLIANT ENERGY-IES	STOP SIGNS - N MAIN ST	49.48		
ALTORFER INC.	RU EQUIPMENT RENTAL	102.50		
DIAMOND VOGEL PAINT CENTER 227	RU STREET MAINTENANCE SUPPLIES	1,773.56		
DUBUQUE FIRE EQUIPMENT, INC.	RU OSHA	300.80		
HENDERSON PRODUCTS INC.	RU VEHICLE REPAIR/MAINT	80.00		
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	85.73		
JONES CO ENGINEER	RU STREET MAINTENANCE CONTRACT	2,814.37		
LAPORTE MOTOR SUPPLY	RU SUPPLIES	134.10		
DAVID B MCNEILL	RU EQUIP REPAIR/MAINT	14.79		
MIDWEST CONCRETE INC	RU STREET MAINTENANCE CONTRACT	38,606.30		
L.L. PELLING CO	RU STREET MAINTENANCE SUPPLIES	1,071.85		
	STREETS	45,453.48		
	ROAD USE	45,453.48		
	BATY DISC GOLF COURSE			
	PARKS			
D&S PORTABLES, INC.	BATY DG PORT-A-POT RENTAL	272.00		
JOHN DEERE FINANCIAL	BATY DG GROUNDS SUPPLIES	44.99		
WEBER STONE CO INC	BATY DG SIGN	3,429.00		
	PARKS	3,745.99		
	BATY DISC GOLF COURSE	3,745.99		
	WATER			
	WATER			
DUBUQUE FIRE EQUIPMENT, INC.	WATER OSHA	99.68		
HAWKINS WATER TREATMENT	WATER SUPPLIES	818.23		
HYGIENIC LABORATORY	WATER LAB TESTS	52.00		
IOWA ONE CALL	WATER SYSTEM	36.00		
J&R SUPPLY INC	WATER SYSTEM	605.00		
JOHN DEERE FINANCIAL	WATER SUPPLIES	10.36		
KRAUS PLUMBING & HEATING INC	WATER BLDG REPAIR/MAINT	41.25		
MONTICELLO EXPRESS INC	WATER ADVERTISING	72.80		
MONTICELLO MACHINE SHOP INC	WATER EQUIP REPAIR/MAINT	23.88		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
MUNICIPAL SUPPLY INC	WATER SYSTEM	470.00		
TCM BANK NA	WATER CERTIFICATIONS - TJADEN	69.76		
USA BLUE BOOK	WATER BLDG REPAIR/MAINT	96.43		
		<u>2,395.39</u>		
	WATER	2,395.39		
		<u>2,395.39</u>		
	WATER	2,395.39		
	SEWER			
	SEWER			
ALLIANT ENERGY-IES	1105 E FIRST ST	2,182.18		
DUBUQUE FIRE EQUIPMENT, INC.	SEWER OSHA	74.65		
HACH COMPANY	SEWER SUPPLIES	39.28		
HAWKEYE STATE SCALE INC.	SEWER EQUIP REPAIR/MAINT	100.00		
HYGIENIC LABORATORY	SEWER LAB TESTS	1,585.00		
IOWA ONE CALL	SEWER SYSTEM	36.00		
LASLEY ELECTRIC LLC	SEWER EQUIP REPAIR/MAINT	509.95		
TCM BANK NA	SEWER POSTAGE	85.38		
WHITE HAWK PLUMBING & HEATING	SEWER BLDG REPAIR/MAINT	85.27		
		<u>4,697.71</u>		
	SEWER	4,697.71		
		<u>4,697.71</u>		
	SEWER	4,697.71		
	SANITATION			
	SANITATION			
HUGHES GARAGE & AUTO SALES LLC	SANITATION EQUIP REPAIR/MAINT	235.73		
JOHN DEERE FINANCIAL	SANITATION OSHA SUPPLIES	36.97		
JONES COUNTY SOLID WASTE	SANITATION LOAD TICKETS	2,906.00		
MERCY MEDICAL CENTER	SANITATION OSHA - BOYSEN	20.00		
REPUBLIC SERVICES	DUMPSTER COLLECTIONS	8,196.87		
UNITY POINT CLINIC	SANITATION OSHA - BOYSEN	42.00		
		<u>11,437.57</u>		
	SANITATION	11,437.57		
		<u>11,437.57</u>		
	SANITATION	11,437.57		
	STORM WATER			
	STORM WATER FUND			
EASTERN IA EXCAVATING&CONCRETE	STORM SEWER REPAIR	8,999.95		
BRIAN KRAMER	SIXTH STREET DITCH PROJECT	40.00		
SNYDER & ASSOCIATES, INC	SIXTH STREET DITCH PROJECT	7,200.00		

ACCOUNTS PAYABLE ACTIVITY CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	STORM WATER FUND	16,239.95		
	STORM WATER	16,239.95		
**** SCHED	TOTAL ****	98,622.38		
***** REPORT	TOTAL *****	98,622.38		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS FUND SUMMARY**

FUND	FUND NAME	TOTAL	CHECK#	DATE
001	GENERAL	7,521.88		
005	MONTICELLO BERNDES CENTER	1,725.52		
016	AMBULANCE	2,792.22		
030	LIBRARY IMPROVEMENT	256.31		
041	LIBRARY	1,316.36		
046	AIRPORT	1,040.00		
110	ROAD USE	45,453.48		
338	BATY DISC GOLF COURSE	3,745.99		
600	WATER	2,395.39		
610	SEWER	4,697.71		
670	SANITATION	11,437.57		
740	STORM WATER	16,239.95		

City Council Meeting
Prep. Date: 06/14/2018
Preparer: Doug Herman



Agenda Item: 1
Agenda Date: 06/18/18

Communication Page

Agenda Items Description: Resolution to approve agreement between City of Monticello and Veloxium.
(Pasker, Schneiderman, Schneiderman)

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

Attachments & Enclosures:

Proposed Agreement
Resolution

Fiscal Impact:

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

Synopsis: Council has discussed potential plan / agreement with Pasker/Schneiderman/Veloxium.

Background Information: I forwarded a draft agreement to Veloxium before the last meeting and met with Jerry Pasker since the meeting to address a few concerns he had with the draft language. I did not find his concerns to be problematic and amended the agreement in a manner I believed would address his concerns. I forwarded the amended agreement to him and have not received feedback from him since the drafting of this communication page.

Staff Recommendation: City Administrator recommends that Council consider proposed agreement along with any input we may receive in the meantime from Pasker / Schneiderman.

The City of Monticello, Iowa

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

RESOLUTION #18-__

Approving Fiber Installation Agreement between the City of Monticello and Veloxium, Inc.

- WHEREAS,** The City of Monticello and Veloxium, Inc. representatives have met to discuss the intent and desire of Veloxium to install fiber direct to homes in Monticello, and
- WHEREAS,** An agreement has been drafted to formalize and memorialize the responsibilities of the parties with regard to the installation and maintenance of Veloxium infrastructure within the City of Monticello ROW, and
- WHEREAS,** The Council find that the agreement as proposed, and as agreed to by Veloxium representatives, is appropriate and in the best interests of the City and should, therefore, be approved.

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

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 18th day of June, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

Prepared by: Doug Herman, 200 E. 1st Street, Monticello, IA 52310 Ph. 319.465.3577
Return to: Doug Herman, 200 E. 1st Street, Monticello, IA 52310 Ph. 319.465.3577

Fiber Installation Agreement

Re: “Veloxium Fiber”

Comes now, the City of Monticello (City), and Veloxium, Inc. (Company) and do hereby agree to the following terms and provisions associated with Company’s installation of fiber in the City of Monticello right-of-way. (ROW)

Background:

Company intends to install (Fiber) in City Right-of-Way and on private utility easements with the intent of providing high speed internet directly to Monticello homes and businesses.

The City Council finds it is necessary for the City to establish uniform rules and controls to ensure public safety and provide efficient delivery of services by the City and others wishing to utilize streets and other public property for the delivery of utility or other services in order to protect public and private investment, insure orderly use of public property and ensure the health, safety and welfare of the population, to provide for the regulation and administration of the public streets and other public property and secure the rights of the City to a return on its investment in public property. This chapter is to be interpreted in light of these findings for the benefit of the public and users of the streets and other public property.

Terms:

1. **Permit:** Company shall obtain a ROW Permit from the City in advance of the installation of any infrastructure within the right-of-way of the City of Monticello including but not limited to conduit, fiber, hand holes, and any related items and pay a public right-of-way permit fee in an amount established by appropriately adopted resolution of the city council.
2. **Placement of Facilities:** The facilities, fixtures and equipment of the Company shall be placed and maintained so as not to unnecessarily or unreasonably interfere with the travel

on the streets, highways, avenues, alleys, bridges and public places in the City, nor shall such facilities, fixtures and equipment interfere with the proper use of the same, including, but not limited to, ordinary drainage, or the functioning of the sewers, underground pipe or other property of the City. In the event that facilities, fixtures and equipment of the Company located within a public right-of-way must be relocated because of paving, road construction or road reconstruction, sewer construction or sewer reconstruction, or the construction or reconstruction of public drainage systems or similar public works or the construction or reconstruction of the facilities of any City-owned utility, such relocation, at the written request of the City, shall be completed by the Company at the Company's cost. The City shall upon request of the Company, review any plans for the construction of facilities, fixtures and equipment within the public right-of-way and advise the Company of any conflict such construction may have with planned or anticipated public improvements, but failure of the City to so advise the Company will not relieve the Company of its obligations under this chapter. Notwithstanding the foregoing, the City Administrator may require placement of equipment or facilities belonging to the Company be limited to locations designated by the City Administrator if such limitation is deemed by the Administrator to be necessary to protect the integrity of use of present and future users of the public right-of-way or other public property.

3. Indemnification and bond.

- A. The Company shall indemnify and hold the City harmless at all times during the term of this agreement, from and against all claims for injury or damage to any person or property, including payments under worker's compensation laws, caused by the construction, erection, operation or maintenance of its facilities, fixtures or equipment, or the negligence of its contractors or its employees. In case of any suit or action at law being commenced against the City, upon any claim for damage arising out of any loss, injury or damage claimed to have been caused by any installation, improvement, obstruction or excavation made or left in, under or upon such street, sidewalk, alley or public place by the Company, its agent, contractors or employees, upon being notified in writing by the City of such action or proceeding, the Company shall appear and make proper defense thereto at the expense of the Company; and if any judgment or decree shall in any such case be rendered against the City therein, the Contractor shall assume, pay and satisfy such judgment or decree, with the cost thereof.
 - B. Immediately upon the execution of this agreement, the Company shall purchase and continually thereafter maintain general liability insurance. The amount of insurance shall be a minimum of one million dollars with a maximum deductible of five thousand dollars. The Company shall file with the City Administrator a certificate of insurance which clearly discloses on its face coverage in conformity with these requirements. Upon request of the City, the Company shall submit a certified copy of the policy.
- 4. Regulation by the City:** The City reserves the right to make reasonable general regulations for the use of streets and other public property which unless otherwise specifically provided shall apply to any holder of a franchise, license or lease.

5. **Utility Easements:** Company shall only install infrastructure in utility easements they have been granted the right to utilize. (But for feeds directly to homes / businesses, on the property of said home or business.) However, if fiber serving a private property crosses other private property(ies) prior to accessing or serving said private property, there shall be easements in place over all preceding private properties over which said fiber, or related infrastructure, crosses.

6. **City Construction and Paving: (Infrastructure Relocation):**

(Definition : Reasonable notice...6 months before frost? Etc.)

A. Whenever the City shall pave or repave any street or shall change the grade line of any street or public place or shall construct or reconstruct any conduit, water main service or water connection, sewer or other city-owned public works or city-owned utility, it shall be the duty of the Company, when so ordered by the City, to relocate its service lines and other property in the streets or other public places at its own expense so as to conform to the established grade or line of such street or public place and so as not to interfere with the public improvements, including but not limited to urban renewal projects, the City may require the Company to relocate its infrastructure, whether poles, service lines and appurtenances in the streets, manholes, conduit, fiber, and any other infrastructure at the Company's expense.

a. The City shall provide Company with at least six months advance notice of any requirement to relocate its service lines and other property in the streets or other public places of the City consistent with the above paragraph. The calculation of the six month notice period shall not include the months of December, January, February and March due to the fact that frost in the ground may interfere with the Company's relocation of its' infrastructure.

B. The City may at its discretion assign personnel for inspection of excavation and related work being performed by the Company. Should the Company fail or refuse to do and perform the things provided in this section, the City may, after reasonable notice, perform the work and charge the expense thereof to the Company and the Company shall promptly pay said charges.

C. City agrees to work with the Company to reduce costs and outages to Company's clients during the project and will also work with the Company to allow for the relocation and/or reinstallation of their infrastructure within the City ROW as part of the project unless not possible to do so.

D. Company acknowledges that the City has required overhead lines to be moved underground during many street reconstruction projects. To the extent that Company has any above ground installations that are directed by the City to be put underground as part of a project that is requiring the undergrounding of overhead lines the Company will take steps, at their cost, to underground said infrastructure at their sole cost. The City will

work with the Company to allow for the relocation and/or reinstallation of their infrastructure within the City ROW as part of the project unless not possible to do so.

7. **One-Call:** Company will be solely responsible for marking all infrastructure installation or having said infrastructure marked by an independent contractor as part of the "Iowa One Call" process.
8. **Infrastructure Installation:** Company will install infrastructure consistent with appropriate installation standards for the industry in a quality and sustainable fashion. All damage to the ROW, including disturbed grass/plantings, shall be remedied by the Company and returned to its pre-disturbed condition as soon as possible. It is not anticipated that anything beyond standard grading and seeding practices will need to be followed so that appropriate grass growth occurs and is maintainable by the adjacent property owner and that is the expectation of the City
 - A. Prior to any installation by Company there shall be an inspection of curb and gutter, sidewalks, driveways/approaches under which and or adjacent to there will be fiber or other infrastructure installed, with notes to be made of any obvious defects so that claims of damage, either by the City or by a private property owner may be more easily substantiated.

9. **Construction and excavation by Company:**

- A. A written permit will be obtained from the City Administrator whenever it becomes necessary for the Company to excavate in or bore under, streets or public grounds of the City. Such permits shall state a particular part or point of the street/ROW where the work is to be performed and the length of time in which such permit shall authorize the work to be done. An exception to a requirement for a permit shall be made in cases of emergency involving public safety, in which case a permit will be obtained at the earliest opportunity after the work has started.
- B. In making excavations or boring in the ROW, the Company shall proceed with such work as to cause the least possible inconvenience to the public. The Company shall properly protect, according to safety standards generally accepted at the time of placement, as may be determined from time to time by the City Administrator, all excavations and obstructions by proper placement of shoring, surface plates, barricades, warning lights and such other or additional devices as circumstances may warrant. If in the opinion of the City Administrator such excavation or obstruction is not properly and safely protected, the Administrator shall notify Company who shall immediately comply with such reasonable instructions.
- C. Immediately after use, any trenches for excavations which the Company has opened shall be filled. However, no trench or excavation in the streets shall be filled or covered without giving the City the right to inspect the same. All backfilling in streets will be according to City specifications. Temporary street surfacing will be placed in such excavations as soon as the same has been backfilled. Pavements, sidewalks, curbs and

gutters or other portions of streets and public places opened, disturbed or damaged shall be promptly restored and replaced with like materials at the expense of the holder of a franchise, license or lease and left in as good condition as before the opening, disturbance or damage occurred. In the event like replacement materials are not available, the holder of the franchise, license or lease shall notify the City Administrator who must approve the use of any alternate materials. In the event Company fails to comply with the provisions of this section, after having been given reasonable notice, the City may do such work as may be needed to properly repair such pavements, sidewalks, curbs and gutters or other portions of streets and public places, and the cost thereof shall be repaid to the City by Company. In cases where a cut or disturbance is made in a section of street paving or sidewalks, but causes greater disturbance than to just the area cut, rather than replace only the area cut, the holder of a franchise, license or lease shall replace that area as may be ordered by the City Administrator, which in no event shall exceed the panel or panels disturbed.

10. **Infrastructure Maintenance:** Company shall, from installation forward, be solely responsible for the maintenance of all infrastructure installed by Company. Hand holes, pedestals, and other materials shall be maintained in a manner that does not detract from the appearance of the neighborhood and in a manner that allows for standard maintenance of the ROW by the adjacent property owner. Hand holes shall be installed to grade. The Company, shall upon notice from the property owner or the City, see to the modification/repair within thirty (30) days unless the Company objects to the request for any reason and in that event the Company, City, and property owner agree to meet and attempt to come to a solution agreeable to all parties. In the event an agreement cannot be reached that is satisfactory to all entities, the City Council shall have final say in what resolution shall be required and how said remedy shall be paid for. In making their decision the Council shall give both the Company and the property owner an opportunity to be heard and to present argument on their behalf.
11. **Non-Exclusivity:** The terms and provisions hereof do not grant any exclusive rights or privileges to Company. City may enter into similar agreements with similar providers at any time.
12. **Assignment:** No sale or assignment of this agreement or the rights granted herein shall be effective until it is approved by the City Council and until the Company has filed in the office of the City Clerk written notice of the proposed sale, transfer, disposition assignment, such notice to clearly summarize the proposed procedure and the terms and conditions thereof. Such approval by the City shall not be unreasonably withheld. The proposed vendee, assignee or lessee shall similarly file an instrument, duly executed, reciting such proposal, accepting the terms of the Agreement and agreeing to perform all of the conditions hereof.
13. **Forfeiture:** The violation of any material portion of this agreement by the Company or its successors or assigns, or its failure promptly to perform any of the provisions of this Agreement shall be cause for forfeiture of this agreement and the termination of all rights hereunder. Such forfeiture shall be accomplished by ordinance of the City after written

notice to the Company and a continuation of the violation, failure or default specified on the notice for at least thirty days from the date the notice was served.

14. **Home Rule:** This Agreement shall be construed as consistent with the reservation of local authority contained in the 25th Amendment of the Iowa Constitution granting cities home rule powers. To such end any limitation on the power of the City contained herein is to be strictly construed, and the City reserves to itself the right to exercise all power and authority to regulate and control its local affairs, and all ordinances and regulations of the City shall be enforceable against the Company.

15. **New technologies:** Should, within the term of this Agreement, there be developments within the field for which the Agreement was entered, to more effectively, efficiently and economically serve its customers through use of a substance or material other than those for which the Agreement was originally entered, the Company may petition the City Council which, with such requirements or limitation as it deems necessary to protect public health, safety and welfare, may allow the use of such substances under the terms and conditions of the franchise, license or lease.

16. **Ownership of Facilities, Fixtures and Equipment:** All facilities, fixtures, and equipment of the company placed in the ROW or elsewhere under City control consistent with this agreement shall remain the sole property of the Company at all times.

17. **Administrative Provisions:**

A. The parties hereto, City and Company, agree that this agreement shall be binding on them, from its' execution forward unless otherwise amended by the Parties as set forth herein.

B. This Agreement may not be amended by either party without the written consent of the other party. Notice to be given the City and the Company at the following addresses:

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

C. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

D. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

City and Company have caused this Agreement to be signed, and the City's seal to be affixed, in their names and on their behalf by their duly authorized officers, all as of the date set out below.

Subscribed and sworn to this ____ day of _____, 2018 by Brian Wolken, Mayor, with the authority and approval of the City Council as set out within Resolution # _____.

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

Subscribed and sworn to this ____ day of _____, 2018 by _____ and _____.

_____, _____

_____, _____

State of Iowa)
)§
County of Jones)

Subscribed and sworn to before me, the undersigned Notary Public, in and for the State of Iowa, on this ____ day of _____, 2018 by Brian Wolken and Sally Hinrichsen, in their capacities as Mayor and City Clerk for the City of Monticello, known to me to be the identical persons named herein, who swore and affirmed that they executed same with the approval and consent of the Monticello City Council, and as an expression of their voluntary act and deed.

Notary Public, State of Iowa

Subscribed and sworn to before me, the undersigned Notary Public, in and for the State of Iowa, on this ____ day of _____, 2018 by _____ and _____, in their capacities as _____ and _____, respectively, of _____, known to me to be the identical persons named herein, who swore and affirmed that they executed same with the approval and consent of _____, and as an expression of their voluntary act and deed.

Notary Public, State of Iowa

City Council Meeting
Prep. Date: 05/17/18
Preparer: Doug Herman



Agenda Item: # **Z**
Agenda Date: 05/21/18

Communication Page

Agenda Items Description: Resolution approving Steve Koob tax abatement on commercial property located at 100 W. 11th Street under Chapter 10 of the Monticello Code of Ordinances.

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

Attachments & Enclosures:

Resolution

Koob Tax Analysis

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: City Code provides for Tax Abatements under Chapter 10 on eligible residential and commercial improvements. The Code does not specify a time frame within which the application for exemption must be received.

Background Information: According to past practice, the Assessor has told me that an applicant may only receive the full five years of exemption under the Code if they have requested the abatement within one year of the completion of the improvement, basically a one year grace period. Thereafter, the exemption may be applied for but the applicant begins to lose years of eligibility.

Steve Koob built a new building a few years back. When we were going through the Annexation process I explained to him the tax savings he could receive under the abatement by annexing to the City. The annexation saw significant delays due to the fact that the Yousse property had to be brought in for the Koob property to be brought in and that took some time. Due to the delays in annexation Koob did not pay City tax during those years but he also lost the potential tax abatement on the new improvement. He indicated to me that one of the reasons he signed on to the annexation application was the proposed abatement, and I believe that to be true.

I have attached correspondence I had with Steve prior to the annexation agreement being signed setting out an analysis of the benefits of the tax abatement.

The proposed Resolution approves a five year tax abatement period for the Koob property the Council can decide, after a review of the Assessor's e-mail to me set out below, whether

to base the abatement on a fixed value of \$46,700 or \$46,700 for three years and \$151,600 for two years.

E-Mail from Assessor:

I did some research to see how value changes in the past effected the urban revitalization abatements. I've attached a bulletin from the Iowa Department of Revenue in regards to this as well. The IDR states that equalization orders issued after the first year would not change the amount of the abatement. It does not state anything about value changes due to a revaluation though. I pulled Kevin Holtz and Joe Goetz's property card out because they had applied for the urban revit. in 2012 for the mini storage building before the new values from the revaluation. It does show that we increased the value on the abatement to account for the increase in building value due to the revaluation in 2014, not for the equalization in 2013. Had Koob's been in the city at that time we would have adjusted theirs the same way so that's how I have it figured here:

Year 1 (2011) Building value \$46,700 x .75 = \$35,030 abatement

Year 2 (2012) Building value \$46,700 x .65 = \$30,360 abatement

Year 3 (2013) Building value \$46,700 x .55 = \$25,690 abatement

Year 4 (2014) Building value \$151,600 x .45 = \$68,220 abatement

Year 5 (2015) Building value \$151,600 x .35 = \$53,060 abatement

Otherwise you could base it all on the initial \$46,700 value for all 5 years.

Please let me know when you've updated your code and we'll keep a copy of that on hand. Let me know if you have any questions or it might be easier to go over this over the phone.

Thank you,

Sarah Center

Recommendation: I recommend that the Council approve a five year abatement in the amount deemed appropriate by the Council after a review of the Assessor's e-mail.

The City of Monticello, Iowa

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

RESOLUTION #18-__

Resolution approving Steve Koob Tax Abatement on Commercial property located at 100 W. 11th Street.

WHEREAS, The Chapter 10 of the Monticello Code of Ordinances provides for tax abatements on Commercial/Industrial improvements and Single Family Residential improvements, and

WHEREAS, The Code does not specify a time frame within which property owners must apply for the abatement to be considered eligible for the full five year abatement period, and

WHEREAS, The Jones County Assessor, and City staff, have traditionally allowed for a one year grace period during which a qualified applicant must apply for the abatement and be found eligible to avoid losing a portion of the abatement, and

WHEREAS, The Council has been presented with a request from Steve Koob who agreed to be annexed based upon his understanding that he would be granted a partial five (5) year tax abatement on the new building he constructed on his property, however, he did not benefit from the abatement due to the fact that the annexation of his property was not completed for a number of years due to continuing annexation negotiations with a neighboring property that had to be annexed before or at the same time as the Koob property, and

WHEREAS, The Council finds, based upon the above information, that Mr. Koob should be allowed to receive the full five (5) year abatement on the improvements, assuming it meets other eligibility requirements of the Assessor, if any, and finds that the abatement should be based upon the following valuations:

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the full five year commercial abatement as provided for within Chapter 10 of the Monticello Code for Steve Koob based upon the amounts set forth within the body of this Resolution.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 18th Day of June, 2018.

Attest:

Brian Wolken, Mayor

Sally Hinrichsen, Monticello City Clerk

Steven Koob property Annexation Tax Analysis

Property currently assessed at \$124,700 for 2011, which treats "new" building as being complete.

Property was assessed at \$78,000 for 2010, which included existing shop and other building(s) tore down for purposes of building new building.

Value of new building, per assessor, totals \$59,900.

Therefore:

Taxes on buildings and ground as county property would be based upon assessed valuation of \$124,700 at consolidated tax rate of \$23.78683 (2010 Tax Rate) per \$1,000 of valuation.

Total Taxes if in County: \$2,966.22

Taxes on buildings and ground as city property would be based upon assessed valuation of \$124,700 at consolidated tax rate of \$34.89536 (2010 Tax Rate) per \$1,000 of valuation.

Total Taxes if in City: \$4,351.45

However, The City of Monticello can provide a tax exemption per our Code of Ordinances on new development, such as the new building on your property. The assessor indicated that the new building added new value of \$59,900 to the property. The City tax exemption provides a reduction in the taxable portion of the value added by the improvement over five (5) years at the following rates:

Year 1: 75%
Year 2: 65%
Year 3: 55%
Year 4: 45%
Year 5: 35%
Year 6: 0%

Therefore, the portion of the new value added by the building that would be taxable over the coming years would be as follows:

Year 1: \$14,975
Year 2: \$20,965
Year 3: \$26,955
Year 4: \$32,945
Year 5: \$38,935
Year 6: \$59,900

If the City and County Consolidated tax rates stay the same for the next six (6) years, your taxes on the new building (Taxable Valuation of \$59,900) over that time would be as follows:

	Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
County	23.78683	\$1,424.83	\$1,424.83	\$1,424.83	\$1,424.83	\$1,424.83	\$1,424.83	\$8,548.98
City	34.89536	\$522.73	\$731.76	\$940.78	\$1,149.80	\$1,358.83	\$2,090.23	\$6,794.13

The above table reflects the tax on the new value of \$59,900 over that time frame. You would of course pay taxes on the balance of the assessed value at 100% of the assessed valuation. The following table discloses the taxes on the balance of the assessed value of \$64,800 (\$124,700 - \$59,900) over that same time frame:

	Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
County	23.78683	\$1,541.39	\$1,541.39	\$1,541.39	\$1,541.39	\$1,541.39	\$1,541.39	\$ 9,248.34
City	34.89536	\$2,261.22	\$2,261.22	\$2,261.22	\$2,261.22	\$2,261.22	\$2,261.22	\$13,567.32

If the taxation on the "old" value and the "new" value, taking into account the City Tax Abatements on the "new" improvement, were added together, total taxes per year, and over the six (6) year period set out above would be as follows:

	Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
County	23.78683	\$2,966.22	\$2,966.22	\$2,966.22	\$2,966.22	\$2,966.22	\$2,966.22	\$17,797.32
City	34.89536	\$2,783.95	\$2,992.98	\$3,202.00	\$3,411.02	\$3,620.05	\$4,351.45	\$20,361.45

After six (6) years your property taxes, assuming consistent county and city consolidated tax rates, consistent assessed valuations, approval of City tax exemption on new building, and consistent property tax laws and regulations, would total \$2,564.13 more as a City property than as a County property. After the first three years, with all of the same assumptions, you would have paid \$8,898.66 in County taxes and \$8,978.93 in City taxes.

I did not analyze the strip of property to the North as it will have minimal tax impacts based upon its' assessed valuation of \$600.00

Considerations related to Voluntary versus Involuntary Annexation

	Voluntary Annexation	Involuntary Annexation
Water Connection Fees	No	Yes
Continued use of Septic	Yes(unless County or DNR dictate otherwise)	No
Sewer Connection Fee	No	Yes
Tax Abatement on new Building	Yes	No
Increased Atty. Fees	No	Yes
Continued City Business	Yes	? ¹

Steve.

I have modified, re-modified, and amended the proposal a number of times and have visited with you on this issue a number of times as well. We are at a point where I need to inform the Council that you have signed the agreement or have chosen not to sign the agreement. If you choose not to sign the agreement I will advise the Council on Involuntary Annexation procedures and the decision will be with them as to how best to proceed at that time. I believe, however, that the waiver of connection fees, the ability to keep the septic system in place until pumping of failure, and the proposed tax abatement on the new structure will be off the table if the City has to proceed through the involuntary process.

We have Council workshops tonight and on January 30th. If I don't have the signed documents by noon on Friday, January 27th I will plan to explain the involuntary annexation process to the Council at the January 30th workshop. I believe they will advise me to proceed in that direction.

Please advise at your earliest convenience.

Doug Herman

¹ Some of the Council has suggested that the City strongly consider a policy dictating the use of City tax paying auto repair shops, of which there are many, as opposed to non-City tax paying shops. This is a decision well within the discretion and authority of the City Council.

City Council Meeting
Prep. Date: 05/17/18
Preparer: Doug Herman



Agenda Item: # 3
Agenda Date: 05/21/18

Communication Page

Agenda Items Description: Resolution approving Lloyd Welter tax abatement request.

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

Attachments & Enclosures:

Resolution

Assessor Letter

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: City Code provides for Tax Abatements under Chapter 10 on eligible residential and commercial improvements. The Code does not specify a time frame within which the application for exemption must be received.

Background Information: According to past practice, the Assessor has told me that an applicant may only receive the full five years of exemption under the Code if they have requested the abatement within one year of the completion of the improvement, basically a one year grace period. Thereafter, the exemption may be applied for but the applicant begins to lose years of eligibility.

Lloyd Welter applied for a tax abatement when completing the condo units on Maple Street. While one set of units were deemed eligible the other set was not, as they were according to the Assessor not included within the "Horizontal Property Regime" documents, meaning that they were not "single family residential" and were therefore not eligible. I understand that corrective measures were later taken to add those three units to the Horizontal Property Regime, however, it appears that no steps were taken to bring the Assessor into the fold at that time. Lloyd has recently been made aware that he was not receiving the abatement on all five of the units he continues to own and that is what we have determined.

Lloyd requests that the Council approve the full five year abatement period at this time. If the Council does not approve the full five year abatement Lloyd would still be entitled to the remaining portion of the five year period, taking into account the prior practice of allowing a one year grace period.

Recommendation: I recommend that the Council approve the requested abatement, either from this point forward for whatever abatement period remains with a one year grace period or approves a full five year abatement from this point forward. (Unlike the Koob property, this is a residential property and the abatement is based upon the flat rate of \$75,000 per year per unit, not a percentage of value as is the case with commercial property.)

The City of Monticello, Iowa

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

RESOLUTION #18-__

Resolution approving Lloyd Welter Tax Abatement on Residential property located at 412, 414, and 416 N. Maple Street

WHEREAS, The Chapter 10 of the Monticello Code of Ordinances provides for tax abatements on Commercial/Industrial improvements and Single Family Residential improvements, and

WHEREAS, The Code does not specify a time frame within which property owners must apply for the abatement to be considered eligible for the full five year abatement period, and

WHEREAS, The Jones County Assessor, and City staff, have traditionally allowed for a one year grace period during which a qualified applicant must apply for the abatement and be found eligible to avoid losing a portion of the abatement, and

WHEREAS, The Council has been presented with a request from Lloyd Welter to grant the full five year abatement on property constructed by Welter located at 412, 414, and 416 N. Maple Street even though the one year grace period has passed, based upon the fact that he did timely apply, the City did approve, and it was only after the Jones County Assessor determined that the condo units were not legally converted from multi-family residential to single family residential units by way of the horizontal property regime paperwork filed on Welter's behalf that the abatement was denied, and

WHEREAS, The properties are now included in the horizontal property regime and taxed as individual residential units making them eligible for the abatement, and

WHEREAS, The Council finds, based upon the above information, that Mr. Welter should be granted the full five year abatement, to commence from this point forward, with \$75,000 of value per unit being abated for a period of five years as authorized by the Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the full five year residential tax abatement as provided for within Chapter 10 of the Monticello Code for Lloyd Welter, with the first \$75,000 of new value added per unit being abated for a period of five (5) years.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 18th Day of June, 2018.

Attest:

Brian Wolken, Mayor

Sally Hinrichsen, Monticello City Clerk

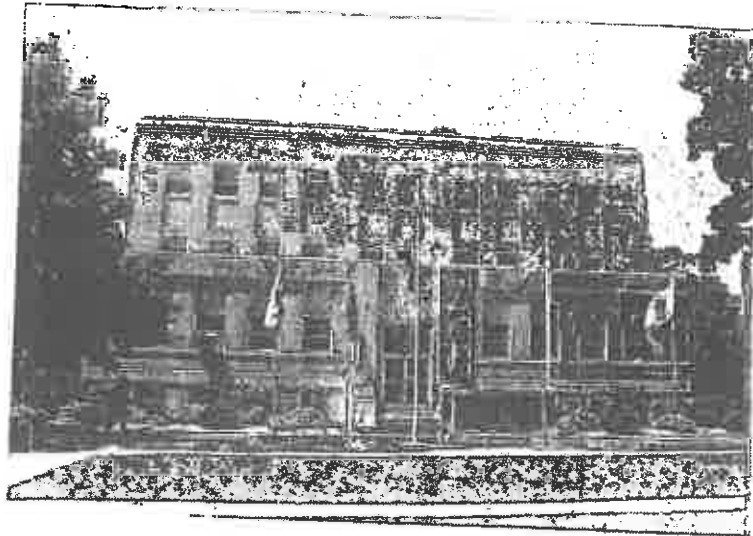
OFFICE OF THE COUNTY ASSESSOR

Arnie Andreesen
County Assessor

Jones County Courthouse

Anamosa, Iowa 52205

319-462-2671



Stan Capron
Deputy Assessor
Sarah Benter
Deputy
Jane Russell
Adm Asst

March 30, 2106

Maple Street Condos LLC
1052 S Main St
Monticello, Iowa 52310

Maple Street Condos LLC:

This is to inform you that the Urban Revitalization Tax Abatement has been approved for units located at 422 and 424 N Maple Street. Those abatements will be for the 2016 tax year with taxes payable in 2017 & 2018.

The abatements for the units located at 412, 414 and 416 have been disallowed. The application was for residential abatement on those units. Those units were not included in the horizontal regime to be made into condos. Therefore, they are not classified as residential property and are not eligible.

This does not stop you from applying next year for the abatement on the correct classification of the property. This would still give you the full five year abatement on the property.

If you have any questions, please contact our office.

Sincerely,

Arnie Andreesen
Jones County Assessor

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



Agenda Item: # 4
Agenda Date: 05/21/18

Communication Page

Agenda Items Description: Resolution to approve Dave Schoon sign as constructed and located on fence posts on and/or near the ROW of D62 / W. 1st Street.

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

Attachments & Enclosures:

Resolution

Signage Regs. (Chapter 170)

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: The D62 Right-of-Way was vacated many years ago by the County and not transferred to the adjacent property owner, in this case the Schoon family. This action will, in essence, finalize the vacation/transfer process.

Background Information: Dave Schoon submitted an Application for a Building Permit to install a fence on property located on D62 near the west edge of Monticello. While D62 is a "County" type road, that portion of D62 within the City limits falls within the City jurisdiction. The fence was installed at or near the ROW of D62. Dave also installed a sign on extended wooden fence posts from the sign advertising a "DJ" business that is reportedly located on the adjacent property.

1. According to the City Code all commercial signage is to be designed as a "Monument Sign" (see Section 170.05) *(The sign installed is not a monument sign)*
2. Sign bases are to be constructed as noted at 170.05 *(The base is not constructed as noted in the Code. Special permission would be required to construct the sign as constructed and that was not requested.)*
3. Set-back for monument signs is to be 5' unless a lesser setback is approved in advance by the Council. *(This sign, on the fence, is either on the ROW line or across the ROW line and, therefore, in the ROW)*
4. The signage height and overall sf probably meet Code requirements.
5. The vertical distance between the sign face and the base shall not be greater than 36" *(I do not know if the sign meets this provision, depends what one calls the base if there is deemed to be one.)*
6. 170.05 (7) also speaks to the covering of Monument Sign bases. *As the sign we are discussing is not a monument sign it does not meet these provisions.*

If a sign is considered a pole sign it must be separately considered and approved. The consideration of such proposal is supposed to happen in advance of the construction of the sign. PW Director LaGrange reports that he shared these requirements with Schoon and that Schoon said he was going to put it up and "ask forgiveness".

170.06 (1) through (5) set out considerations to be taken when looking at a pole sign proposal.

At the City Council's direction I asked the Planning & Zoning Board to weigh in. While there were opinions both ways, the P & Z Board did recommend that the sign be approved.

If the sign is approved, I would ask the Council to consider amendments to the Code of Ordinances, as the sign is clearly, in my opinion, not permitted under the current language of the Code. If the Council finds that the sign should be permitted I think we need to determine what it is about the sign, design, location, construction, etc. that makes it "ok" so that I can attempt to draft an amendment to the Code to allow all other potentially similarly situated signs to be allowed.

In addition, unless the Council provides direction to do so we will not pursue any civil penalties for the violation of the sign ordinance and Dave's failure to have a permit prior to sign construction.

Recommendation: I recommend that the Council determine whether or not the sign should be allowed, if so what changes should be made, if any, to the Code of Ordinances, and also direct staff to pursue penalties if the Council finds enforcement action to be appropriate.

The City of Monticello, Iowa

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

RESOLUTION #18-__

Resolution to approve Dave Schoon sign as constructed and located on fence posts on and/or near the ROW of D62 / W. 1st Street

WHEREAS, Dave Schoon recently erected a fence and a sign, on said fence, along that portion of County Road D62 located within the Monticello city limits and otherwise known as W. 1st Street, and

WHEREAS, The City of Monticello PW Director advised Schoon that he could not give him a permit for the desired sign as it did not meet the Code requirements, and

WHEREAS, Schoon installed the sign without a permit, and the question of whether or not the sign should be allowed as a "Pole Sign" was submitted to the Planning & Zoning Board who has recommended that the sign be allowed to remain, and

WHEREAS, The City Council finds that_____.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 18th day of June, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

CHAPTER 170

SIGNAGE REGULATIONS

170.01 Title, Purpose and Scope	170.16 Addresses
170.02 Jurisdiction	170.17 Flags
170.03 Prohibited Signs and Conditions	170.18 Sign Area Formula
170.04 Design Standards	170.19 Temporary Signs
170.05 Monument Signs	170.20 Real Estate Project Identification Boards
170.06 Pole Signage	170.21 Real Estate Marketing "For Sale or For Rent" Signs
170.07 Building Signs	170.22 Bag Signs
170.08 Multiple Tenant Building Signage	170.23 Signs on Public Property
170.09 Directional Signs	170.24 Application, Fees, and Permit
170.10 Association Identification Signs	170.25 Signs Not Needing a Permit
170.11 Monument Signs for Churches and Schools	170.26 Inspections
170.12 Electric Changeable Copy	170.27 Maintenance
170.13 Neon Lights, Murals	170.28 Abandoned Signs
170.14 Home Occupations	
170.15 Garage Sales	

170.01 TITLE, PURPOSE AND SCOPE. This chapter, providing for the administration and enforcement of sign regulations, shall be known and may be cited and referred to as the Signage Ordinance of the City of Monticello, Iowa. The purpose of this chapter is to permit such signs as will not, by reason of their size, location, construction or manner of display, endanger life and limb, confuse or mislead traffic, obstruct vision necessary for traffic safety, or otherwise endanger the public morals, health and safety; and further, to regulate such permitted signs in a way to promote development that is not detrimental to the property values and aesthetics of the City. No sign shall be erected or maintained in the City's jurisdiction, except those specifically allowed by this chapter.

170.02 JURISDICTION. The lawful use of a sign existing at the time of the enactment of the Zoning Ordinance may be continued, as a permitted nonconforming use, although such use may not conform to the regulations herein for a period of five (5) years or until there has been a change in the business(es) operating at said location, whichever occurs first. Said nonconforming sign may not be altered, improved, converted, enlarged, moved, or structurally altered without conforming to these regulations.

170.03 PROHIBITED SIGNS AND CONDITIONS. The following signs shall not be permitted, erected, or maintained on any property within the City, unless authorized elsewhere within these Regulations.

1. Illuminated message boards/signs with changeable copy, whether mounted or located within or without a structure, where more than one

color is involved. Any existing signage meeting this definition may continue in use so long as same is used for the existing business.

2. "Arrow" or "Flashing Arrow" signage and/or "Changeable Copy" or sometimes described as "Outdoor Readerboard Marquee" style signage with changeable text letters and numbers unless the sign was originally designed to be, and is in fact, permanently affixed to concrete footings or suitable concrete pad as part of a permitted monument sign.

(Ord. 688 – Mar. 17 Supp.)

170.04 DESIGN STANDARDS.

1. No sign face shall extend horizontally beyond the supporting structure a distance greater than 12 inches.

2. Electric Signs. All electric signs shall be manufactured and professionally designed to meet UL specifications, and a copy of the sign plans and appropriate certifications may be demanded by the City prior to the issuance of a Sign Construction Permit.

A. Electric signs shall be watertight, with service holes to provide access to each compartment with fitted waterproof covers.

3. Wind Pressure and Dead Load Requirements. All signs and sign structures shall be designed and constructed to withstand appropriate wind pressure and receive appropriate dead loads. The City may require appropriate certification from the applicant, who shall provide certification from a qualified architect and/or engineer that the proposed sign has been designed to withstand appropriate wind pressure and dead loads.

4. Clearance from Electric Lines. A clearance of not less than 6 feet horizontally and 12 feet vertically shall be maintained between any sign and any overhead electrical transmission line.

5. Number of Faces. No sign shall have more than two (2) faces unless pre-approved by the City Council after consideration by the Planning & Zoning Board. Sign faces shall be parallel, unless otherwise permitted.

6. Lighting of Signs. A constant level of light must be maintained, provided that this shall not be construed to prohibit use of an automatic dimmer to reduce garish effects at night. Lighting, other than internal lighting, must be approved by the Council. The use of bare light bulbs will not be approved.

7. Emissions Prohibited. No sign shall emit audible sound, noticeable odor, smoke or other visible matter.
8. Obstruction of Fire Exits, Light or Ventilation. No sign shall be permitted to obstruct or interfere in any way with the free use of any door, window, fire escape, nor obstruct or impair operation of any opening required for light or ventilation.
9. Traffic Hazards. It is illegal for any sign to interfere with obstruct the view of, or be of such design which may be confused with any authorized traffic sign, signal, or device.

170.05 MONUMENT SIGNS. Businesses that wish to install signage, not attached to the building structure, shall install a monument sign consistent with the conditions set forth herein unless pre-approved for the installation of a pole sign consistent with the provisions of this Ordinance. All letters, figures, characters or representations in cut-out or irregular form maintained in conjunction with, attached to, or superimposed on a monument sign shall be safely and securely built to or attached to the sign structure and shall comply with all other applicable requirements of this Ordinance.

1. Sign Bases. All sign bases shall be designed and constructed of materials that are similar to those used on the principal building, not including, vinyl, wood, cement board, or aluminum, steel or similar types of siding. Sign bases shall be dominated with materials of permanency and strength and shall be compatible with other structures and signs in the development where possible. Bare, visible steel posts, columns, or similar materials are not permitted. In the event the building is not constructed of a stone or brick material, the sign base shall be constructed of brick, stone, or split faced block *or other material approved in advance by the Monticello City Council.*
2. Number of Signs. One sign shall be permitted on each lot of record; provided however, if the frontage of such lot measured in a straight line along such street exceeds 500 feet, then two such signs shall be permitted. A minimum distance of 250 feet shall separate the two permitted monument signs. In the event a property owner desires an additional number of signs, they must present a plan to the Planning and Zoning Board for review and presentation to the City Council for approval.
3. Setback Requirement. The minimum setback from any right-of-way required for monument signs shall be five (5) feet *unless a lesser*

setback is approved in advance by the Monticello City Council. All signs shall have a side setback not less than the height of the sign.

4. Sign Area. The total area of a sign shall be the actual square footage of one sign face. Double-face signs may be permitted with the maximum square footage permitted on each side. The maximum sign area of a monument sign shall not exceed 36 square feet; provided, however, the maximum sign area may be increased one square foot for each additional one foot of setback over the minimum required setback to a maximum sign area of 100 square feet.

5. Height. The maximum height of a monument sign shall be fifteen feet, including the distance between the sign face and the base; provided, however, the maximum height may be increased one foot for each additional three feet of setback over the minimum required setback to a maximum sign height of 30 feet. Where the street is substantially higher or lower than the proposed sign location, the City Administrator may allow for additional sign height. "Substantially" is defined, in this case, as a change in vertical distance greater than five feet. If the City Administrator finds that additional sign height should not be permitted, the request may then be taken to the Planning & Zoning Board for consideration and recommendation to the City Council.

6. The vertical distance between the sign face and the base shall not be greater than thirty-six (36) inches.

7. In the event that the sign is supported by two poles, encased in appropriate materials of permanency and strength as set forth previously herein, the Sign shall be located between the encased poles with the encased poles extending at least the full height of the sign. *A monument sign may be installed atop an appropriate brick, stone, or split faced block base as opposed to between two so encased poles.*

(Ord. 688 – Mar. 17 Supp.)

170.06 POLE SIGNAGE. Pole signage may be permitted in the C-1 and C-3 Zoning Districts after a review of a Signage proposal or plan submitted by the property or business owner to the Planning & Zoning Board for consideration and recommendation to the City Council. Thereafter, the City Council shall consider the request in light of the Planning & Zoning Board recommendation. Factors to be considered by the P & Z and the City Council shall include but not be limited to the following:

1. Requested signage height, and appropriateness or necessity of said signage height considering the location and type of business.

2. Other options that would meet the needs of the business. ✓
3. Whether some type of sheathing or covering of the pole can be accomplished to soften or improve the look of what would otherwise be a bare pole(s). ✓
4. Impact proposed signage may have on adjacent or nearby businesses or homes. ✓
5. General appropriateness of signage to area proposed to be erected. ✓

170.07 BUILDING SIGNS.

1. Sign Area Allowed. One and one half square foot of sign area may be erected for every lineal foot of building lot frontage to a maximum of 100 square feet. In the case that a building frontage exceeds 200 feet and has a setback of greater than 250 feet, two square feet of sign area may be erected per lineal foot of building frontage to a maximum sign area of 200 square feet. *(Ord. 688 - Mar. 17 Supp.)*
2. Number of Signs. On buildings setback less than or equal to 250 feet, one building sign shall be permitted. On buildings setback further than 250 feet, two building signs shall be permitted, provided total sign area shall not exceed that permitted above. In the case of a building on a corner lot, or with one side facing a parking lot utilized by the tenant(s) of the building, one building sign per public street or parking lot frontage may be permitted, regardless of setback. In no case shall a building with one tenant display more than two building signs.
3. Letters, Symbols and Logos. Under no circumstances will a letter, symbol, or logo dimension greater than seven (7) feet, tall, wide, or circumference, be allowed.
4. Convenience Stores. Canopy signage may be permitted at convenience stores, gas stations, or truck stops in addition to other permitted signage subject to review by the Planning & Zoning Board and City Council approval. Said sign shall be confined to the actual dimensions of the canopy.

170.08 MULTIPLE TENANT BUILDING SIGNAGE.

1. Sign Area. For multiple tenant buildings, it is preferable that tenants erect one joint / shared sign. Each tenant shall be allowed up to 36 square feet on a monument sign or 50 square feet on a building sign. In no case, however, shall the allowable square footage of all joint / shared building mounted tenant signage be greater than one and one-half

square foot per lineal foot of building frontage. If a multiple tenant building frontage exceeds 200 feet and has a setback of greater than 100 feet, the maximum signage shall be increased from one and one-half square foot per lineal foot of building frontage to two square feet of signage per lineal foot of building frontage. Additional signage may be permitted after Planning & Zoning review and Council approval.

(Ord. 688 -- Mar. 17 Supp.)

2. **Building Signs.** One building sign shall be permitted per tenant. If a tenant is located on the corner of a building and faces two public streets, or one public street and one parking lot, then one building sign per street frontage may be permitted. In no case shall a tenant within a multiple tenant building display more than two building signs.

3. **Letters, Symbols and Logos.** Under no circumstances will a letter, symbol or logo dimension greater than seven (7) feet be allowed.

4. It is desirable that all signage associated with a multi-tenant building be consistent in design and construction.

170.09 DIRECTIONAL SIGNS.

1. Ground directional signs, without additional messaging, shall be restricted to eight (8) square feet in sign area per side.

2. Building directional signs shall be restricted to four (4) square feet in sign area and shall be one-sided signs, horizontal to the building.

170.10 ASSOCIATION IDENTIFICATION SIGNS. Association identification signs, not to exceed thirty-two (32) square feet, shall be permitted for the purpose of establishing a common neighborhood or complex identification when there exists an owner's association that provides for the maintenance of the sign or structures. Such signs shall be landscaped with trees, plantings, and natural features. Such signs may incorporate fountains, fences, or similar features. Association identification signs must meet a setback of at least five (5) feet. All signs must have a side setback in an amount equal to or greater than the height of the sign but in no case less than five (5) feet.

170.11 MONUMENT SIGNS FOR CHURCHES AND SCHOOLS. Monument signs for churches, schools and other public uses shall be constructed consistent with the provisions of Section 170.05 herein, in all respects, but for the restriction on the maximum sign area of said signs in residential districts being limited to 32 square feet.

170.12 ELECTRIC CHANGEABLE COPY. Electric changeable copy shall be allowed on monument signs for events centers, convenience stores, schools, churches and other public uses. A maximum of 32 square feet or 50% of the maximum sign area, whichever is less, may be dedicated to electric changeable copy, provided the following conditions are met:

1. Electric changeable message copy shall be integral to and a part of an approved monument sign.

170.13 NEON LIGHTS, MURALS. Neon light, murals, or similar architecture details, subsequent to Planning and Zoning and City Council approval, may be permitted as part of the theme of the site if it is determined that the architectural detail proposed is intended to create an identifiable theme and will not be detrimental with the surrounding environment.

170.14 HOME OCCUPATIONS. Home occupation signs and property address identification shall be permitted provided such signs shall not be larger than four (4) square feet in sign area and meet the other obligations and restrictions set out within the in home occupation ordinance.

170.15 GARAGE SALES. Garage sale signs shall be limited to six square feet in area. Such signs shall be removed within twenty-four (24) hours of the event of which it advertises. No sign shall be placed on public property.

170.16 ADDRESSES. Address letters and numbers on commercial and manufacturing developments shall not have a dimension greater than twelve (12) inches.

170.17 FLAGS.

1. Flags of the United States, the state, the city, foreign nations having diplomatic relations with the United States, and other flags adopted or sanctioned by an elected legislative body of competent jurisdiction, must be flown in accordance with protocol established by the Congress of the United States for the Stars and Stripes.

- A. The size of the flag must not be greater than 6 feet by 10 feet.

- B. The flag shall not be displayed higher than 35 feet.

Minimum setback from property line shall be five (5) feet.

2. A flag identifying a corporate, business, commercial enterprise, educational institution, or any other entity or organization that satisfies

the following requirements must comply with the general provisions for flags.

A. The size is not greater than three feet by five feet.

B. One such flag shall be allowed in connection with any lot of record. Minimum setback from property line shall be five (5) feet.

3. No flag of a commercial nature may be flown in a residential zone, except an apartment complex may have one flag in addition to the Stars and Stripes and the State of Iowa flag. A flag not meeting any one of the regulations established in this section shall be considered a banner sign and regulated as such.

170.18 SIGN AREA FORMULA. The area of a sign is determined by the P.W. Director, City Administrator, or designee using actual dimensions where practical, or approximate dimensions when irregularity of a sign shape warrants. The sign area shall be the sum of the area of not more than two (2) contiguous rectangles or squares that enclose the extreme points or edges of all copy, logos, and symbols of said sign. In the case of a multiple tenant building, the sign area shall not include any blank space located between two individual tenant signs.

170.19 TEMPORARY SIGNS. Signs in this section shall be permitted in all districts. Each temporary sign event shall last for a period of not more than seven (7) days and shall not exceed four occurrences in a twelve-month period for any one business without prior City Council approval. Temporary signs shall be no larger than 36 square feet in area. The minimum sign setback of temporary signs shall be five feet from property line.

170.20 REAL ESTATE PROJECT IDENTIFICATION BOARDS. Such real estate board shall be limited to one board for each plat. Such boards shall be permitted to be in place until 50% of the available lots shown by the plat have been sold. The minimum setback required for a Real Estate board is five feet. Said board shall not exceed sixty (60) square feet.

170.21 REAL ESTATE MARKETING "FOR SALE OR FOR RENT" SIGNS. Such real estate signs shall be limited to one sign, not to exceed six (6) square feet, per structure. Such signs shall be permitted to exist so long as the property is being actively marketed. Said signs must be located on private property and must be set back at least five (5) feet from the right-of-way.

170.22 BAG SIGNS. Such signs shall be permitted to be displayed for a period no longer than forty-five (45) days within a six (6) month period and no

more than ninety (90) days within a twelve (12) month period, and must be wholly located on private property.

170.23 SIGNS ON PUBLIC PROPERTY. It is unlawful for any person to paint, print, or in any way affix any picture, bill, sign, signboard, poster or advertising material on any post, utility pole, fire escape, hydrant, curb, sidewalk, tree, lamp post or other structure of any kind, or as to overhang or protrude over any property owned by the City or any easement of the City. No sign shall be located on or allowed to extend over public property except by permission of the City Council. The Monticello Police Department, Public Works Department, or other staff as designated by the City Administrator is hereby authorized and empowered to remove any such sign at the expense of the parties responsible for the erection of such signs. The face of any signage affixed to the face of a building shall be allowed to extend from the face of the building a distance of not to exceed twelve (12) inches.

170.24 APPLICATION, FEES, AND PERMIT. It is unlawful for any person to erect, alter or relocate within the City any sign without first submitting an Application, upon forms provided by the City, paying the required fee in an amount determined by resolution of the City Council from time to time, and receiving the permit unless specifically excepted from the Permit requirement herein.

170.25 SIGNS NOT NEEDING A PERMIT. The provisions and regulations of Section 170.24, "Application, Fees, and Permit" do not apply to the following signs. All other provisions of this Ordinance continue to apply.

1. Real Estate Signs.
2. Political Signs. Political Signs are not permitted on City property or within City ROW. Political signs must be removed within fourteen (14) days after the election.
3. Professional nameplates, not exceeding two square feet in area, affixed to the face of the structure.
4. Home occupation signs, provided such sign shall not exceed four square feet in total sign area. (A Home Occupation Permit may, however, be required.)
5. Signs located within the confines of a building that do not provide any illumination to the exterior of the building.
6. Memorial signs.
7. Garage and yard sale signs.

8. Traffic or other municipal signs, civic or service organizations, legal notices, railroad crossing signs, danger, and such temporary, emergency or non-advertising signs as may be approved by the City Council.
9. Project identification signs only during the time work is actually being performed on said premises. Such signs shall not be located on public property.

170.26 INSPECTIONS. All construction work for which a permit is required shall be subject to inspection by the Public Works Director. All such construction or work including footings and foundations (structural and location), electrical connections, etc. shall remain accessible and exposed for inspection until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this Code of Ordinances. Inspections presuming to give authority to violate or cancel the provisions of this Code of Ordinances shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes and to schedule, and be present for the required inspections. The City, nor any of its' employees or officials shall be liable for any expense associated with the removal of any material required to allow inspection.

170.27 MAINTENANCE. All signs and parts thereof, including but not limited to electrical wiring and fixtures, supports, faces, lighting, and braces shall be kept in good repair at all times, and shall be kept neatly painted or otherwise treated to prevent rust and similar unsightly deterioration and weathering. The City Administrator after thirty (30) days' written notice to the sign owner may order the removal of any sign that is not maintained in accordance with the provisions of this section and the cost assessed against the property where said sign is located. However, in the case a sign structure becomes a safety hazard as determined by the Public Works Director, the owner shall be ordered to immediately abate the safety hazard. The Public Works Director or City Administrator, or their designee, may cause any sign regulated by this Ordinance to be inspected from time to time as deemed necessary, for the purpose of ascertaining whether the same is secure, and whether it is in need of removal or repair to be in compliance with this section.

170.28 ABANDONED SIGNS. Any abandoned sign now or hereafter existing shall be taken down and removed by the owner, agent or person having beneficial use of the building or land upon which sign may be found within thirty (30) days after written notification from the City Administrator and, upon failure to comply with such notice within the time specified in such order, the

City Administrator is hereby authorized to cause the removal of such sign with the expense thereof to be paid by the owner of the building or structure to which the sign was attached. The City Council may be asked to allow an extension of time upon a written request setting out the reasons in support of said request. The extension request shall be made within the first fourteen (14) days following the mailing of notice to the owner/responsible party so that the Council may consider the request within thirty days after the mailing of the notice.

(Ch. 170 – Ord. 681 – Dec. 15 Supp.)

o o o o o o o o o o

City Council Meeting
Prep. Date: 06/14/18
Preparer: Doug Herman



Agenda Item: # 5
Agenda Date: 06/18/18

Agenda Item Description: Resolution to approve Plat of Survey to Parcel 2018-37

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

Attachments & Enclosures:

Plat of Survey to parcel 2018-37
Proposed Resolution

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Property located within Monticello City limits.

Background Information: The Plat of Survey to Parcel 2018-37 was created to combine all adjacent Orbis owned parcels, the large "factory" parcel and all recently acquired railroad ROW parcels, into one large parcel.

P & Z recommends its approval.

Staff Recommendation: I recommend that the Council consider approval of the proposed Resolution approving the Plat of Survey to Parcel 2018-37.

The City of Monticello, Iowa

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

RESOLUTION #18-__

Resolution Approving Plat of Survey to Parcel 2018-37

WHEREAS, A Plat of Survey has been presented to Parcel 2018-37 same being located within the City limits of the City of Monticello, same comprising the combination of Orbis (Menasha Corp.) owned parcels into one parcel, and

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

WHEREAS, The City Council has reviewed the Plat of Survey and finds that it should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Plat of Survey to parcel 2018-37.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 18th day of June, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

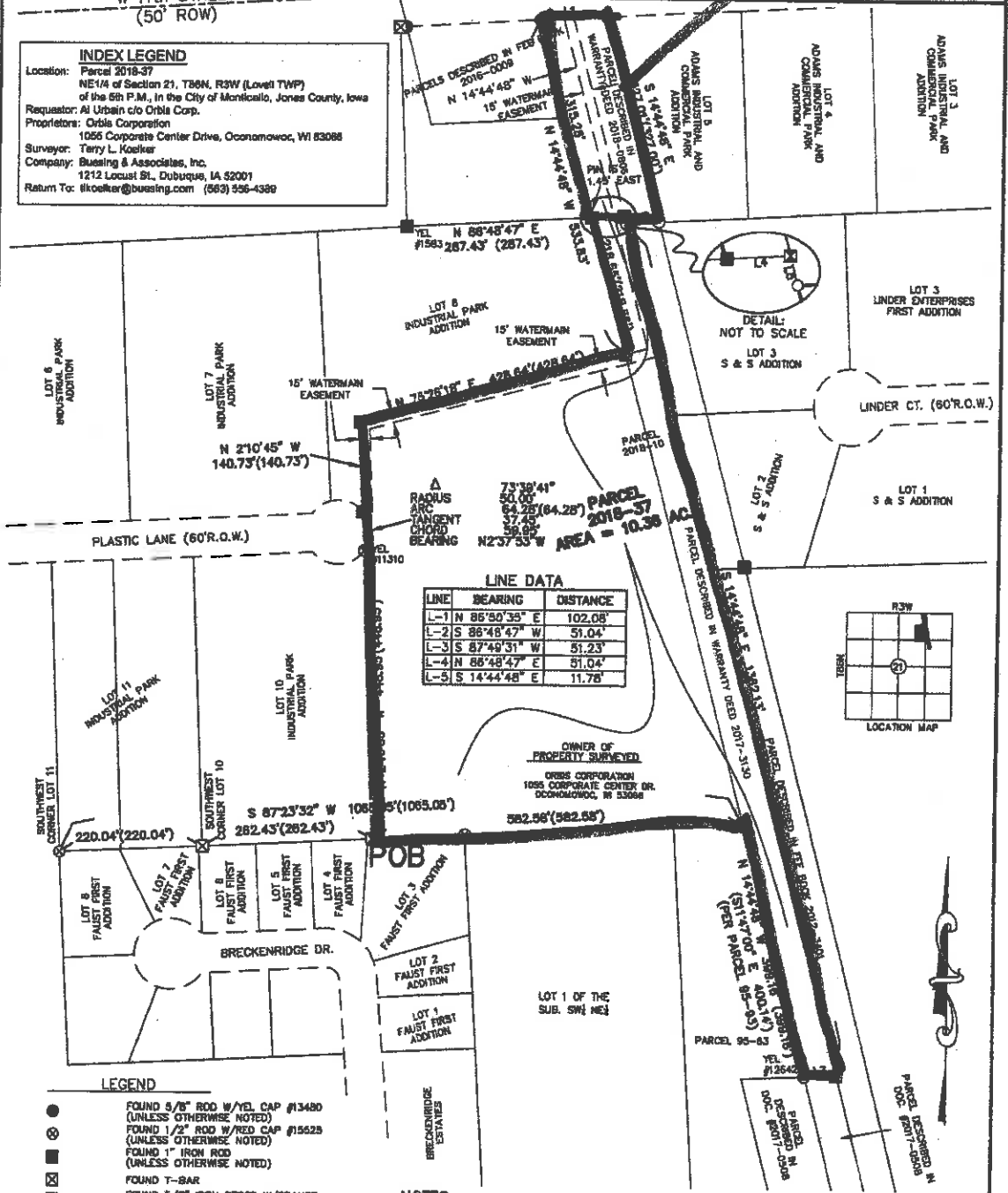
PLAT OF SURVEY OF:
Parcel 2018-37 of Section 21, T86N,
R3W of the 5th P.M., in the
City of Monticello, Jones County, Iowa

New Piece.

NOTE
THIS SURVEY IS COMPRISED OF: PART OF THE ABANDONED RAILROAD RIGHT OF WAY IN THE NE 1/4 OF SECTION 21, T86N, R3W & PARCEL 2018-10 IN SECTION 21, T86N, R3W (LOVELL TWP) OF THE 5TH P.M., IN THE CITY OF MONTICELLO, JONES COUNTY, IOWA

PREPARED BY: BUESING & ASSOCIATES, ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA. PHONE: (563) 556-4369

INDEX LEGEND
Location: Parcel 2018-37
NE 1/4 of Section 21, T86N, R3W (Lovell TWP)
of the 5th P.M., in the City of Monticello, Jones County, Iowa
Requestor: Al Urban c/o Orbla Corp.
Proprietor: Orbla Corporation
1055 Corporate Center Drive, Oconomowoc, WI 53068
Surveyor: Terry L. Koelker
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001
Return To: tkoelker@buesing.com (563) 556-4369



LINE DATA

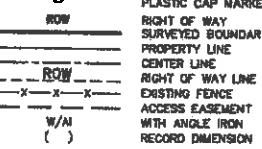
LINE	BEARING	DISTANCE
L-1	N 85°50'35" E	102.08'
L-2	S 86°48'47" W	51.04'
L-3	S 87°48'31" W	51.23'
L-4	N 86°48'47" E	51.04'
L-5	S 14°44'48" E	11.78'

OWNER OF PROPERTY SURVEYED
ORBLA CORPORATION
1055 CORPORATE CENTER DR.
OCOMOWOC, WI 53068



- LEGEND**
- FOUND 5/8" ROD W/YEL CAP #13480 (UNLESS OTHERWISE NOTED)
 - ⊗ FOUND 1/2" ROD W/RED CAP #15623 (UNLESS OTHERWISE NOTED)
 - FOUND 1" IRON ROD (UNLESS OTHERWISE NOTED)
 - ⊠ FOUND T-BAR
 - FOUND 5/8" IRON ROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
 - PLACED 5/8" IRON ROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"

- NOTES**
- ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
 - MONUMENTATION WILL BE PLACED WITHIN 30 DAYS OF RECORDING
 - TOTAL AREA OF PERIMETER SURVEYED IS 10.383 ACRES.
 - THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.



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

TERRY L. KOELKER
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019

Terry L. Koelker (DATE) 4/7/18

BUESING & ASSOCIATES, INC.
SURVEYING AND SUBSURFACE
1212 LOCUST ST., DUBUQUE, IA
(563) 556-4369

DRAWN BY: JAL CHECKED BY: TLK
SURVEY DATE: 12/12/17 PLOT DATE: 5/7/18
DWG. NO. 17049-06 SCALE: 1" = 200'

SHEET 1 OF 2

City Council Meeting
Prep. Date: 06/14/18
Preparer: Doug Herman



Agenda Item: # 6
Agenda Date: 06/18/18

Agenda Item Description: Resolution to agreement between Faust Construction, Inc., Brandon and Ashley Faust, and the City of Monticello.

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

Attachments & Enclosures:

Agreement
Proposed Resolution

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The last stretch of Grandview, located in the Willow Ridge 4th Addition, has not been completed to City specs and is, therefore, a private drive of sorts. Proposed agreement will take steps to finish the infrastructure in a way that meets City Code and allows it to be accepted.

Background Information: Due to an extended illness Bob Faust has not been able to finalize the public infrastructure improvements in Willow Ridge 4th Addition to the satisfaction of the City and, therefore, the improvements have not been accepted. An agreement has been put together between the City and Brandon Faust (POA for Bob Faust) and Brandon and Ashley Faust personally.

The agreement provides that the City will pay for the necessary improvements that will allow the City to accept the improvements and Faust will reimburse the City for all improvements upon the sale of one of the remaining lots. (The City will execute a Mortgage and a Promissory Note with the Faustus putting a lien on the remaining lots.)

Staff Recommendation: I recommend that the Council consider approval of the proposed Resolution approving the Plat of Survey to Parcel 2018-37.

The City of Monticello, Iowa

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

RESOLUTION #18-__

**Approving agreement between Faust Construction, Inc., Brandon and Ashely Faust,
and the City of Monticello**

WHEREAS, Bob Faust developed Willow Ridge 4th Addition, and

WHEREAS, Due to a serious medical condition Bob Faust was unable to complete the public improvements along the last section of Grandview Drive and due thereto said section of street has not been accepted by the City, and

WHEREAS, Faust, through his POA Brandon Faust, has agreed to a plan that involved the City contracting for the completion of the improvements with the understanding that Faust will agree to a promissory note and mortgage against the remaining unencumbered lots within Willow Ridge 4th Addition, in favor of the City, with the City to be reimbursed by Faust upon the sale of the next lot or lots until the balance due the City is paid in full, and

WHEREAS, The Council finds that it is in the best interests of the City to have the street extension completed in accordance with City requirements and to thereafter accept the dedication of the street and other public improvements, and based thereon finds that the agreement as proposed, a copy of same being appended hereto, is appropriate, in the best interests of the City, and should be approved.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Agreement between the City of Monticello and Bob Faust Construction and Brandon and Ashley Faust and directs the City Administrator to prepare all paperwork necessary to place a legally enforceable lien on the remaining lots in Willow Ridge 4th Addition.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 16th day of April, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

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

**Agreement Re:
Willow Ridge 4th Addition Preliminary Agreement**

AND NOW on this 11th day of June, 2018 the City of Monticello, Iowa, a Municipal Corporation (hereinafter "City"), and Bob Faust Construction, Inc., Bob Faust (by P.O.A.) and Brandon Faust and Ashley Faust, husband and wife, (hereinafter "Faust"), and do hereby agree to the following terms and conditions related to the work to be performed on and related to the Willow Ridge 4th Addition and associated grounds.

GENERAL PURPOSE:

The purpose of this agreement is to set forth the general agreement of the City and Faust in relation to final work to be performed on and in relation to Willow Ridge 4th Addition, so that the City can accept the public improvements.

IN FURTHERANCE OF THE ABOVE STATED GENERAL PURPOSE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

I. Midwest Concrete Bid:

The parties acknowledge the Midwest Concrete Bid attached hereto and agree that Midwest will be performing the work set forth therein unless otherwise agreed to by the parties. Faust agrees to be responsible for all costs associated therewith. The Parties agree that the City will pay Midwest Concrete, Inc. as they complete the required work so long as said work is deemed acceptable and that Faust will grant the City a lien on all remaining lots in Willow Ridge 4th and reimburse the City upon the sale of a lot(s) as is necessary to generate funds in the amount of the City investment.

II: Miscellaneous Terms:

1. The Parties agree that this is a preliminary agreement so that work may commence with a final agreement to be prepared and executed within the week. The final agreement will include the obligation on Faust to execute a promissory note and mortgage with the City.
2. Faust agrees that he will be responsible for the removal and grading of a large mound of dirt located within Willow Ridge 4th and that a grading plan will be required before any additional building permits will be granted in Willow Ridge 4th Addition.

Signed and dated this 11th day of June, 2018

City of Monticello, Iowa


Doug Herman, City Administrator

Signed and dated this 11 day of June, 2018

Brandon Faust, personally and as POA

Brandon Faust

Brandon Faust

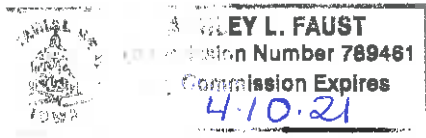
Ashley Faust
Ashley Faust

State of Iowa)
)§
County of Jones)

Subscribed and sworn to before me, the undersigned Notary Public, in and for the State of Iowa, on this 11 day of June, 2018 by Douglas D. Herman, in his capacity as City Administrator for the City of Monticello, known to me to be the identical person named herein, who swore and affirmed that he executed same as an expression of his voluntary act and deed.

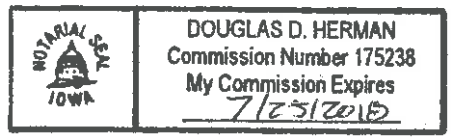
Angela Faust
Notary Public, State of Iowa

State of Iowa)
)§
County of Jones)



Subscribed and sworn to this 11th day of June, 2018 by Brandon Faust, personally and as POA for Bob Faust, and Ashley Faust, personally, known to me to be the identical persons named herein, who swore and affirmed that they executed the above and foregoing as an expression of their voluntary act and deed.

Douglas D. Herman
Notary Public, State of Iowa



City Council Meeting
Prep. Date: 06/14/2018
Preparer: Doug Herman



Agenda Item: 7
Agenda Date: 06/18/18

Communication Page

Agenda Items Description: Resolution to approve Supplemental Agreement between the City of Monticello and the IDOT Re: Maintenance of Primary Roads in Monticello.

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

Attachments & Enclosures:

Proposed Agreement
Resolution

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

n/a

n/a

n/a

n/a

Synopsis: City regularly enters into annual agreement with IDOT in regard to maintenance obligations we accept on Hwy. 38 through Monticello.

Background Information: Reimbursement from the State to the City in the amount of \$9,284 is proposed to cover our general maintenance of those sections of Hwy. 38 located within the Monticello city limits. This amount increased a couple years ago and is proposed to be unchanged for the coming year.

Staff Recommendation: City Administrator recommends that Council approve the proposed agreement.

THE CITY OF MONTICELLO, IOWA

RESOLUTION #15-29

Resolution to approve Supplemental Agreement between the City of Monticello and the IDOT
Re: Maintenance of Primary Roads in Monticello.

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

WHEREAS, The City of Monticello has historically entered into an agreement with the IDOT whereby the City agrees to accept certain maintenance responsibilities on Hwy. 38 in Monticello in return for a pre-determined sum of money, and

WHEREAS, The IDOT proposed to pay the City the sum of \$9,284 to care for 4.22 lane miles of State Hwy. 38 located within the City limits, and

WHEREAS, The City finds the agreement to be acceptable and in the best interests of the City.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 18th day of June, 2018 that the proposed "Supplemental Agreement" between the City of Monticello and the IDOT is hereby approved and the Mayor is hereby authorized to execute same on behalf of the Monticello City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 18th day of June, 2018.

Dena Himes, Mayor

Attest:

Sally Hinrichsen, City Clerk

 **Iowa Department of Transportation**
SUPPLEMENTAL AGREEMENT
For Maintenance of Primary Roads in Municipalities

This Supplemental Agreement made and entered into by and between the Municipality of Monticello, Jones County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

- I. This Agreement supplements the Agreement for Maintenance and Repair of Primary Roads in Municipalities entered into by the parties on September 19, 2016, and in effect from July 1, 2016, to June 30, 2021.
- II. The Municipality agrees to perform and accept all responsibility for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4 and I.C.1 of the basic Agreement, with respect to the primary roads within the corporate limits of the Municipality specifically described in this section.

In consideration thereof, the Department agrees to pay the Municipality at the rate of \$2,200.00 / lane mile for acceptable work at the end of the fiscal year ending on June 30th:

Route	From	To	Lane Miles	Total Cost
IA 38	SB US 151 off-ramp (Milepost 63.06) (includes turn lane	9th Street (Milepost 65.10) of 0.14 mile)	4.22	\$9,284.00

Pavement maintenance does not include full depth patching and bituminous resurfacing. I.C.1 does not include traffic services and painting and structural repair to bridges.

- III. The Municipality further agrees to perform additional maintenance for the Department on primary roads as specifically described below:

Any special maintenance will be covered by a supplemental contract.

In consideration thereof, the Department agrees to pay the Municipality the following amounts after the work has been completed:

N/A

- IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.
- V. This Supplemental Agreement shall be in effect from July 1, 2018 to June 30, 2019 unless re-negotiated or terminated.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes herein expressed on the dates indicated below.

City of Monticello _____
MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____

District Engineer

Date _____

Date _____

City Council Meeting
Prep. Date: 06/14/18
Preparer: Doug Herman



Agenda Item: # 8
Agenda Date: 06/18/18

Communication Page

Agenda Items Description: Resolution to acknowledge Monticello Public Library Director and Staff Wage Increases for FY '19.

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

Attachments & Enclosures:

Proposed Resolution

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: The Library Board sets wages and the Council formally acknowledges them so that a "record" exists for Deputy City Clerk to use when calculating payroll.

Background Information: The Library Director has advised City Staff of payroll increases for library staff as approved by the Library Board.

The increases are as follows:

Michelle Turnis	\$18.96 to \$19.23
Madonna Thoma-Kremer:	\$10.90 to \$11.50
Penny Schmit	\$11.96 to \$12.50
Molli Hunter	\$ 8.50 to \$ 8.85

As we have discussed, the Board has power to set wages and to spend money. Therefore, the Council is not approving the proposed wage increases, just acknowledging them.

Staff Recommendation: I recommend that the Council approve the proposed Resolution acknowledging the above wage increases.

The City of Monticello, Iowa

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

RESOLUTION #18-__

To Acknowledge Monticello Library Director and Staff wages for FY '19

WHEREAS, Most City employees wages are covered by a collective bargaining agreement where wages are pre-determined, and some are covered by employment agreements where wages and planned increases were bargained for and previously determined, and

WHEREAS, the Library Director and Library staff are not covered by the CBA and their wages are set by the Library Board, and

WHEREAS, The bargaining unit employees are set to get raises in the coming year in the amount of .45 cents per hour, same having been previously negotiated, and

WHEREAS, The Library Board has approved staff wage increases for FY '19 as follows:

Michelle Turnis	\$18.96 to \$19.23
Madonna Thoma-Kremer:	\$10.90 to \$11.50
Penny Schmit	\$11.96 to \$12.50
Molli Hunter	\$ 8.50 to \$ 8.85

and

WHEREAS, the Council recognizes that the Library Board is vested with the power to set library staff wages and that the purpose of the Council approval of this Resolution is to acknowledge the wage increases and to give direction to the City Payroll Clerk.

NOW THEREFORE BE IT RESOLVED that the City Council of Monticello, Iowa does hereby acknowledge the wage increases noted herein.

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 18th day of June, 2018.

Dena Himes, Mayor

Attest:

Sally Hinrichsen, City Clerk

City Council Meeting
 Prep. Date: 6/14/18
 Preparer: Doug Herman



Agenda Item: 9
 Agenda Date: 06/18/2018

Communication Page

Agenda Items Description: Resolution to approve wage increases for non-bargaining staff.

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

Attachments & Enclosures:

Proposed Resolution

Fiscal Impact:

Budget Line Item:
 Budget Summary:
 Expenditure:
 Revenue:

Various Wage Line Items

Synopsis: Salaried Staff are not covered, and do not, therefore, get raises annually like those covered by the Collective Bargaining Agreement.

Background Information: Staff not covered by the CBA, not including the Library, in position for a raise at this time include the following:

	Raise FY 19	Raise FY 18	Raise FY 17	Raise FY 16	Raise FY 15	Raise FY 14	Raise FY 13
Doug Herman	0%	2.5% (for two yrs)	0%	2.5% (for two yrs)	0%	2.5% (for two yrs)	2.5%
Sally Hinrichsen	2.5%	2%	2%	2.5%	0%	2%	2.5%
Brant LaGrange	2.5%	3%	0%	\$50K, started 6/1/15			
Britt Smith	2.5%	3%	3%	2.5%	0%	2.5%	\$2,000
Madonna Staner	.45 \$18.13	.45 \$17.68	1.5% \$17.23	\$17.00, started 12/14/15			

Recent Wage Increases and Recommendations:

Doug Herman: Pursuant to contract last received a raise of 2.5% on July 1, 2017 that will carry through June 30, 2019. (Contract provides for a 2.5% increase every two years.) (FYI: The City of Tipton City Administrator is making \$100,000 after one year on the job.)

Sally Hinrichsen: Raise of 2.5% proposed. Sally's salary has risen above the rate of many City Clerks due to her longevity in this position. (Current Salary = \$61,572.55)

Brant LaGrange: Started on 6/1/2015 and did not receive a raise on 7/1/16. I recommend a raise of 2.5% effective 7/1/18. Brant continues to grow in his position and is very reliable and valuable. (Current Salary = \$52,530.00)

Britt Smith: Britt continues to be my first go to guy on most projects and seldom if ever resists requests. Britt could go to many other communities and earn more than he earns in Monticello. Recommended increase of 2.5%. (Current Salary = \$63,532.66)

Madonna Staner: I recommend an increase of .45/hour consistent with Coll. Barg. Staff and basically equivalent to a 2.5% increase. (Current Wage = \$17.68/hour)

Staff Recommendation: I recommend that the Council consider the request and take appropriate action.

The City of Monticello, Iowa

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

RESOLUTION #18 - ___

Approving wages for non-bargaining staff for FY '19

WHEREAS, Most City employees are covered by the negotiated Collective Bargaining Agreement with their wage, and annual increases, being set out therein, while other employees have negotiated their wages as part of an Employment Agreement (City Administrator, Police Chief, Ambulance Director and Police Department Officers), and

WHEREAS, Other City employees or positions are not covered by the collective bargaining agreement and do not have negotiated employment agreements (City Clerk, P.W. Director, Park and Rec. Director, City Custodian/Maintenance, Ambulance Volunteers, Police Secretary / Local Access Coordinator), and

WHEREAS, Those employees covered by the Collective Bargaining Agreement are scheduled to receive wage increases in the approximate amount of \$.45/hour increase, and

WHEREAS, The Police Department Officers are set to get raises in the coming year in the approximate amount of 2.5%, said increase being “approximate” because the wage increases are so much per hour, not a specific percentage, and depending upon the actual hourly wage of the employee the overall increase, from a percentage standpoint, will vary to some extent same having been previously negotiated, FY '18 being the second year of a four (4) year agreement, and

WHEREAS, The Airport Manager is a “contract” position with the manager being paid an annual stipend by the City with the annual increase normally being based upon the recommendation of the Airport Commission, and

WHEREAS, The City Council has historically approved wage increases in amounts that are substantially similar to those employees covered by the Collective Bargaining Agreement, and

WHEREAS, based upon the recommendation of our Ambulance Director the wages of Ambulance Volunteers, will remain unchanged in the following amounts:

Fee to be paid for 6-hour On-Call shift:	\$12.00 (unchanged)
Ambulance driver:	\$ 7.66 / Hour (unchanged)
EMT-B or EMT-I:	\$10.56 / Hour (unchanged)
Paramedic:	\$12.67 / Hour (unchanged)
Paramedic Specialist:	\$13.72 / Hour (unchanged),

-and-

WHEREAS, the Council finds that the following salaries should take effect with the 1st pay period including July 1, 2018:

Police Chief Britt Smith	\$65,120.98 / Year (2.5% increase)
City Clerk Sally Hinrichsen	\$63,111.86 / Year (2.5% increase)
Public Works Director Brant LaGrange	\$53,843.25 / Year (2.5% increase)
PD Secretary Madonna Staner	\$ 18.13 / hr. (.45/hr or 2.5%)

WHEREAS, all of the above wage increases have been accounted for within the proposed FY '19 Budget, and

WHEREAS, the stated intention of the Council upon the approval of this Resolution was for said wage increases to cover FY '19.

NOW THEREFORE BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the wages and salaries set out above, all of said wages to take effect and be applicable to the first payroll issued during the month of July, 2018.

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 18th day of June, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 06/14/18
Preparer: Doug Herman



Agenda Item: # 10
Agenda Date: 06/18/18

Communication Page

Agenda Items Description: Resolution to approve Pay Request #8 from Schaus-Vorhies related to the Monticello Airport Ten-T Hangar project in the amount of \$35,744.27 and Change Order #1 in the amount of (\$1,516.24)

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

Attachments & Enclosures:

Resolution
Pay Request #8 & CO #1
Engineer Recommendation

Fiscal Impact:

Budget Line Item:	
Budget Summary:	Ten-T Hangar Project
Expenditure:	\$35,744.27
Revenue:	

Synopsis: Approval of Pay Request #8 related to Ten-T Hangar project in the amount of \$35,744.27 and Change Order #1 in the amount of (\$1,516.24)

Background Information: The City Engineer recommends that Pay Request #8 be approved in the amount of \$35,744.27. The total amount earned as reflected by this pay request totals \$635,705.62. Retainage totals 5% and based thereon the sum of \$31,785.28 has been withheld, resulting in total payments after this payment in the amount of \$603,920.34.

Due to concrete finish problems the contractor has hired a subcontractor to coat all floor surfaces with a two part epoxy with clear coat finish that has resulted in a very nice finish to the hangar. The balance due the contractor after this payment totals \$51,300.22

The Change Order deduct is tied to changes in the design of the hangar, where interior walls were removed between two hangars, creating one larger two-plane hangar as opposed to two individual plane hangars, allowing two larger planes to be maintained in that space.

Recommendation: I recommend that the Council consider the approval of Pay Request #8 from Schaus-Vorhies in relation to the Monticello Airport Ten-T Hangar project in the amount of \$35,744.27 and Change Order #1 in the amount of (\$1,516.24)

The City of Monticello, Iowa

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

RESOLUTION #18-__

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)

- WHEREAS,** The City of Monticello, Iowa is an incorporated city within Jones County, Iowa; and
- WHEREAS,** Schaus-Vorhies was hired to construct a Ten-T Hangar at the Monticello Airport, and
- WHEREAS,** The City Engineer has reviewed the 8th pay request from Schaus-Vorhies related to said project and recommends that it be paid in the amount of \$35,744.27, same reflecting the maintenance of a 5% retainer in the amount of \$31,785.28, and
- WHEREAS,** Change Order #1 has also been presented as a deduct in the amount of \$1,516.24 related to changes in the building design, and
- WHEREAS,** The Council finds, based upon the recommendation of the City Engineer, that Pay Request #8 and Change Order #1 should be approved.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve Pay Request #8 and Change Order #1 from Schaus-Vorhies and authorizes payment in the amount of \$31,785.28.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 18th day of June 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk



June 18, 2018

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

RE: Pay Request #8, Change Order #1
Monticello Regional Airport (MXO) - 2017 Tee Hangar Project
S & A Project # - 117.0240.08
FAA Project # - 3-19-0061-008-2017
Contractor: Schaus-Vorhies Contracting

Dear Council:

Enclosed for your review and approval is Pay Request #8 and Change Order #1 from Schaus-Vorhies Contracting for the project referenced above. We have reviewed the pay request and the change order and find them in agreement with the work completed to date. We, therefore, recommend approval of Change Order #1 including a deduction in cost of ~~(\$1,516.24)~~ and approval of Pay Request #8 for this project in the amount of \$35,744.27 to Schaus-Vorhies Contracting.

Change Order #1 has included some supporting documentation, but generally the deductions stem from deletions of interior partitions and storage area modifications based on the City's input.

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

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosure: Pay Request #8, Change Order #1

cc: Gus Schaus, Schaus-Vorhies Contracting

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

<p>TO OWNER: City of Monticello 200 East First Street Monticello, IA 52310</p> <p>FROM CONTRACTOR: Schaus-Vorhes Contracting 400 N 2nd Str Fairfield, IA 52556</p>	<p>PROJECT: Monticello Regional Airport (MXO) 2017 TEE Hangar Monticello, IA 52310</p> <p>VIA ENGINEER: Snyder & Associates, Inc 5005 Bowling Street SW, Suite A Cedar Rapids, IA 52404</p>	<p>APPLICATION NO: 8 REV 2</p> <p>PERIOD TO: 6/11/2018</p> <p>PROJECT #: 62282</p> <p>CONTRACT DATE: 08/07/17</p>	<p>Distribution to</p> <table border="0"> <tr><td><input type="checkbox"/></td><td>Owner</td></tr> <tr><td><input type="checkbox"/></td><td>Architect</td></tr> <tr><td><input type="checkbox"/></td><td>Contractor</td></tr> <tr><td><input type="checkbox"/></td><td>CM</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>Engineer</td></tr> </table>	<input type="checkbox"/>	Owner	<input type="checkbox"/>	Architect	<input type="checkbox"/>	Contractor	<input type="checkbox"/>	CM	<input checked="" type="checkbox"/>	Engineer
<input type="checkbox"/>	Owner												
<input type="checkbox"/>	Architect												
<input type="checkbox"/>	Contractor												
<input type="checkbox"/>	CM												
<input checked="" type="checkbox"/>	Engineer												

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM	\$	666,736.80
2. Net change by Change Orders	\$	-1,516.24
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	665,220.56
4. TOTAL COMPLETED & STORED TO DATE (Column J on G703)	\$	635,705.62
5. RETAINAGE:		
a 5.0% % of Completed Work (Column G+H on G703)	\$	31,785.28
b 5.0% % of Stored Material (Column I on G703)	\$	
Total Retainage (Line 5a + 5b or Total in Column L of G703)	\$	31,785.28
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	603,920.34
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	568,176.07
8. CURRENT PAYMENT DUE	\$	35,744.27
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	51,300.22

CONTRACTOR

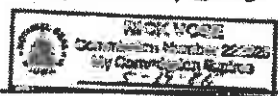
By: [Signature] Date: 6-11-18

State of: Iowa

Subscribed and sworn to before me this 17th day of JUNE, 2018

Notary Public: [Signature]

My Commission expires 5-19-20



ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 35,744.27

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		(\$1,516.24)
TOTALS		(\$1,516.24)
NET CHANGES by Change Order		-\$1,516.24

ENGINEER Snyder Associates - ASB

By: [Signature] Date: 06/13/2018

This Certificate is not assignable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2 Pages

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 8 REV 2

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

APPLICATION DATE: 6/11/2018

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

PERIOD TO: 6/11/2018

Monticello, IA 52310

PROJECT NO: 62262

A Item No.	B Description of Work	C Unit Price	D Billed Quantity	E Plan Quantity	F Scheduled Value	G Work Completed		I Materials Presently Stored (Not in G or H)	J Total Completed And Stored To Date (G + H + J)	K % (J/F)	L Balance To Finish (F - J)	M Retainage
						From Previous Application (G + H)	This Period					
1.2	Safety Plan, Traffic Control, and Mobilization	\$97,503.95	0.90	1	\$97,503.95	\$88,127.81			88,127.81	90.38%	9,376.14	4,408.39
2.2	Unclassified Excavation	\$9.32	805	805	\$7,502.60	\$7,502.60			7,502.60	100.00%		375.13
3.2	Bubble Course	\$6.44	2412	2412	\$15,533.28	\$15,533.28			15,533.28	100.00%		776.66
4.2	Installation and Removal of Silt Fence	\$4.26		1020	\$4,346.20						4,346.20	
5.2	Portland Cement Concrete	\$51.89	710	710	\$36,841.90	\$36,841.90			36,841.90	100.00%		1,842.10
6.2	Seeding	\$3,940.50		0.8	\$3,152.40						3,152.40	
7.2	Topsailing	\$6.39	650	650	\$4,153.60		\$4,153.60		4,153.60	100.00%		207.68
8.2	Mulching	\$3,301.90		0.6	\$2,641.20						2,641.20	
9.2	Construction Survey	\$3,727.50	1.00	1	\$3,727.50	\$3,727.50			3,727.50	100.00%		186.36
10.2	Electrical Service Extension	\$7,455.00	1.00	1	\$7,455.00	\$5,674.80	\$1,780.20		7,455.00	100.00%		372.75
11.2	Ten-Unit Nested Tee Hanger, Complete, 54' x 264'	\$473,880.27	1.00	1	\$473,880.27	\$440,672.18	\$33,208.09		473,880.27	100.00%		23,694.01
	Change Order #1	(\$1,516.24)			(\$1,516.24)		(\$1,516.24)		(1,516.24)			(75.81)
GRAND TOTALS						658,220.66	598,080.07	37,625.55	635,705.62	97.02%	19,514.94	31,785.28

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

CHANGE ORDER NO. 1

OWNER: City of Monticello

PROJECT: Monticello Regional Airport (MXO) -
2017 Tee Hangar

S&A Job No.: 117.0240.08

FAA Project No.: 3-19-0061-008-2017

TO: Schaus-Vorhies Contracting, Inc.
Contractor
400 N. 2nd Street
Address
Fairfield, IA 52556
City, State, Zip

You are directed to make the following changes in this contract:

Item	Description	Quantity Added / (Deducted)	Unit	Unit Price	Total
1	ITC #4	11.000	EA	\$1,516.24	(\$1,516.24)

This change will result in a net increase/(decrease) in the cost of the project of (\$1,516.24)

This change order will result in a net change in the contract completion time of 0 days.

This change will result in a net increase/(decrease) to the project of 0 **Calendar Days**

The change described herein is understood, and the terms of settlement are hereby agreed to:

By *Jim Schaus*
Contractor - Schaus-Vorhies Contracting, Inc.

Date 6-11-18

By *[Signature]*
Engineer - Miller & Associates, Inc.

Date 06/11/2018

By _____
Owner - City of Monticello

Date _____

Attachments: ITC #4



ITC NO: 4

INSTRUCTION TO CONTRACTOR

To: Gus Schaus, Schaus-Vorhies Contracting

Date: December 27, 2017

From: Troy Culver, P.E., A.J. Barry, E.I.

CC: Paul Elmegreen, Airfield Manager; Doug Herman, City Administrator; Tim Wilson, Erect-A-Tube

RE: Option B Selection

INSTRUCTION:

Provide the following modifications (refer to attached sketch on page 4):

- Delete interior partitions adjacent to hangar bays 1 & 2 to accommodate a bigger aircraft (T-28 & T-26).
- Delete NE storage area including walk door and garage door.

Refer to following pages for dollars related to associated changes. The above modifications result in a net ~~deduct~~ of (\$1,516.24) per Gus's (SVC) email on 12/21/2017.

RESPONSE:

Andrew J. Barry

From: Gus Schaus <gus@svciowa.com>
Sent: Thursday, December 21, 2017 11:40 AM
To: Troy Culver
Cc: Andrew J. Barry
Subject: Option B proposal

Troy & AJ;

Option " B "

Erect-A-Tube	add	\$ 665.45
Door & Opener	deduct	\$ (2,541.69)
Erector	add	\$ 360.00
OH & profit		N/A
		\$ (1,516.24)

Thank you
Gus Schaus cell/text 641-919-8500

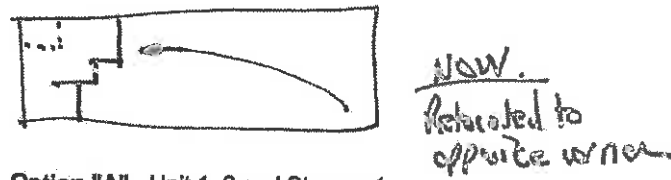
Schaus-Vorhies Contracting Inc.

400 N. 2nd Str.
Fairfield, IA 52556

office 641-472-8539
fax 641-472-8602

www.svciowa.com

AN



*E7878
Rev. 5 Pending Change Order
DEC 14 2017
[Signature]*

12/14/2017 Option "A" - Unit 1, 2 and Storage 1

Item	Description	Gridline Locations
1	Remove partition girts, panels, fasteners at	B.22 - B.23
2	Remove partition girts, panels, fasteners at	C.20 - C.22
3	Remove partition girts, panels, fasteners at	B.20 - C.20
4	Remove partition girts, panels, fasteners at	B.22 - C.22
5	Remove tie rods at	B.22 - C.22
6	Relocate tie rods from	C.20 - C.22 to C.16 - C.18
7	Add tie rods to endwall	C.23 - C.23
8	Add tie rods in roof plane	A.20 - B.22 and A.22 - B.20
9	Add tie rods in roof plane	C.18 - D.20 and C.20 - A.18
10	Modify (shorten) wing partition wall at	C.21 - D.21 to 46' - 0"
11	Add back wall structure and panel in storage area	S-2
12	Upgrade HHS wall column for full unsupported height	B.20, C.20, B.22, C.22
13	Revise construction drawings	
14	Revise and add new production drawings	
15	Revise open purchase order	
16	Revise packing list	

A >> Erect-A-Tube Contract Material Additive \$ 2,264.00 ✓

12/14/2017 Option "B" - Unit 1, 2 and Storage 1

Item	Description	Gridline Locations
1	Remove partition wall transverse at	A.3
1	Remove storage partition wall longitudinally	1 - 3
1	Remove 3070 walk door, lockset, sub frame and trims	S - 1 (A.1 - A.3)
1	Remove 10x10 overhead frame out and trims	S - 1 (A.1 - A.3)
1	Add girts, panels and fasteners	S - 1 (A.1 - A.3)
1	Revise construction drawings	
1	Revise and add new production drawings	
1	Revise open purchase order	
1	Revise packing list	

ERECT-A-TUBE, INC.
701 W. Park St.
P.O. Box 100
Harvard, IL 60033
815-943-4091

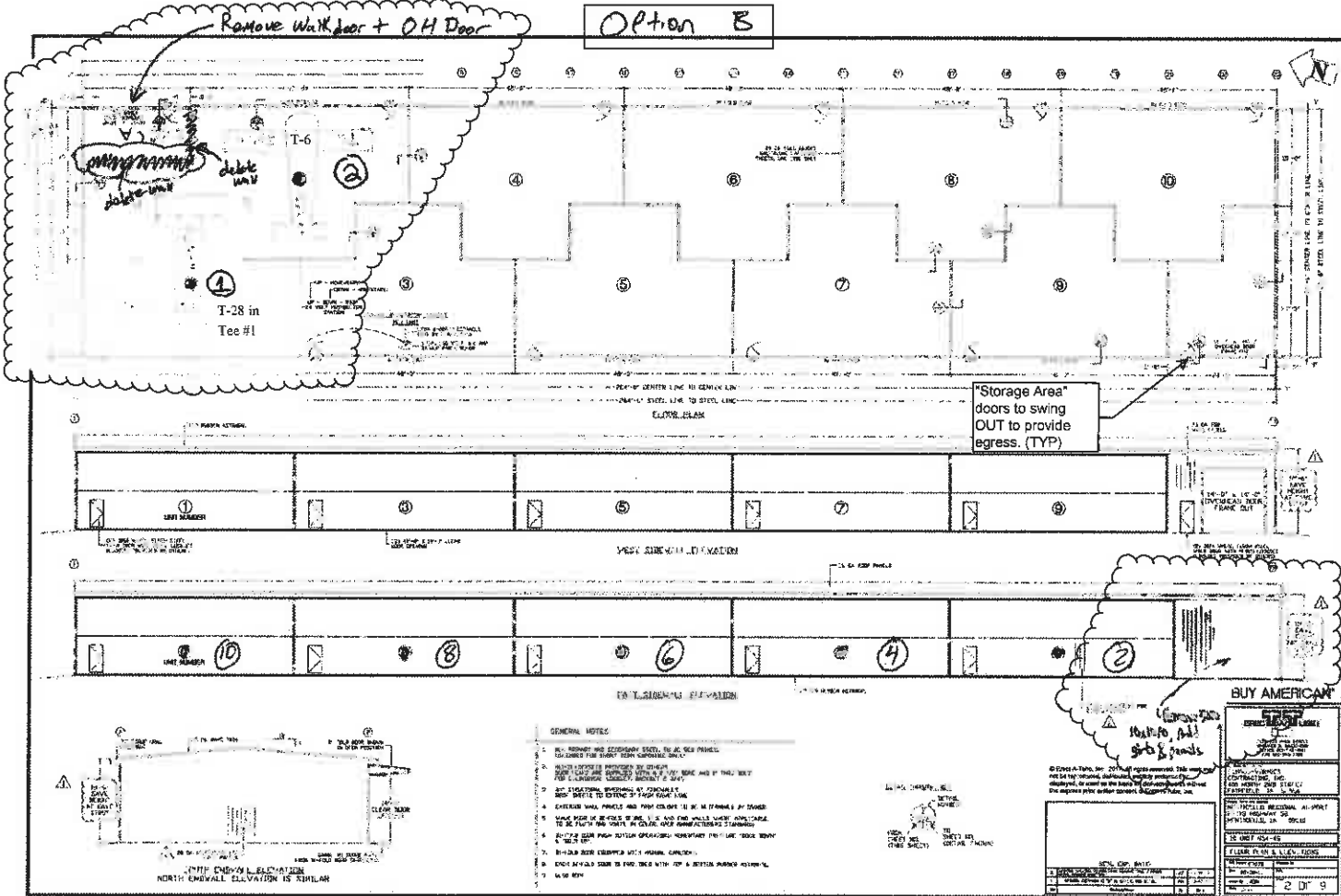
B >> Erect-A-Tube Contract Material Deduct \$ (1,598.55) ✓

Erect-A-Tube Contract Adjusted A & B Material \$ 665.45 ✓

* Pricing does not reflect field labor or GC's overhead/profit.

[Signature]
DEC 14 2017

Option B



"Storage Area" doors to swing OUT to provide egress. (TYP)

GENERAL NOTES

1. ALL ROOFING AND EXTERIOR WALLS TO BE SEE PANELS. EXCEPT FOR EAST SIDE ENTRANCE ONLY.
2. VERIFY EXTERIOR FINISHES TO BE SURE. VERIFY ALL FINISHES AND IF THEY MEET THE REQUIREMENTS.
3. ALL EXTERIOR FINISHES TO BE SURE. VERIFY ALL FINISHES AND IF THEY MEET THE REQUIREMENTS.
4. EXTERIOR WALL PANELS AND FLOOR COVERING TO BE SURE. VERIFY ALL FINISHES AND IF THEY MEET THE REQUIREMENTS.
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BUY AMERICAN

BUY AMERICAN	
1. ALL MATERIALS TO BE AMERICAN MADE.	2. ALL MATERIALS TO BE AMERICAN MADE.
3. ALL MATERIALS TO BE AMERICAN MADE.	4. ALL MATERIALS TO BE AMERICAN MADE.
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9. ALL MATERIALS TO BE AMERICAN MADE.	10. ALL MATERIALS TO BE AMERICAN MADE.

© 2008-2010, Inc. All rights reserved. This drawing is the property of [Company Name]. It is to be used only for the project and location specified. The designer shall retain all rights.

DATE: 02/01/10
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: [Number]
 SHEET NO.: 2 OF 9

City Council Meeting
Prep. Date: 06/15/18
Preparer: Doug Herman



Agenda Item: # 11
Agenda Date: 06/18/18

Communication Page

Agenda Items Description: Resolution to authorize purchase of 2018 Ford Utility Police Interceptor.

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

Attachments & Enclosures:

Resolution
Vehicle Info./Spec. Sheet from Freese Motors
Chief Smith letter of explanation

Fiscal Impact:

Budget Line Item:	
Budget Summary:	Police / Set Aside
Expenditure:	\$30,200 +/-
Revenue:	

Synopsis: The P.D. is down one vehicle after recent incidents and proposes to purchase a new Ford Utility Police Interceptor to return to full coverage.

Background Information: See attached letter from Chief Smith for detailed information related to the proposed purchase.

Recommendation: I recommend that the Council approve the purchase of a 2017 Ford Utility Interceptor for the approximate sum of \$28,000

The City of Monticello, Iowa

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

RESOLUTION #18-___

To approve purchase of 2018 Ford Utility Police Interceptor

WHEREAS, The Monticello Police Dpt. normally operates with four (4) vehicles, and

WHEREAS, As the result of two recent incidents, one involving a stolen vehicle chase and the other involving a police car/deer accident while responding to a 911 call, the Department is currently operating with three vehicles, a 2011 Silverado and a 2015 Explorer, and a 2017 Ford Interceptor, and

WHEREAS, The Council has been presented with a proposal by the Police Chief to purchase a 2018 Ford Utility Police Interceptor at the approximate cost of \$30,000, and

WHEREAS, the Council finds the proposed purchase to be appropriate and in the best interests of the City and that the Police Dpt. should operate with four (4) vehicles.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the purchase of a 2018 Ford Utility Police Interceptor as proposed by the Chief of Police.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 18th day of June, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk



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

From the Office of:

Chief of Police

Britt D. Smith

Our vehicle rotation guide has us scheduled to purchase a replacement vehicle this coming fiscal year. Do to an at fault and not at fault accident last year we have been operating with 2 primary patrol cars and the special service truck while we were down an officer as Officer Urbain was recovering. We are nearing full staff again and as previously discussed would like the option to move forward with the purchase of a new patrol vehicle.

The preferred vehicle would be another Ford Interceptor Utility Vehicle similar to our current models. I have reached out to Brad Freese and obtained a quote from him to acquire the patrol vehicle through his dealership and provided a price quote through the State Bid pricing with the same options from Stivers Ford in Des Moines.

State Bid Pricing with desired Options (Stivers Ford Des Moines)	\$28,741
Freese Motors Pricing with desired Options	<u>\$30,200</u>
	\$1,459

As you can see the price through Freese Motors is higher. I would like to ability to purchase the vehicle locally however \$1,459 will go a long way in the additional purchase and installation of the emergency equipment. I believe in the end I would like to proceed with the local purchase option and absorb the additional cost through by vehicle set-a-side account.

This desired vehicle is scheduled for production this month and will be available for delivery in late July to Freese Motors. We do have the option to wait for the production of the 2019 models in late September and take possession in October. The vehicle prices for the 2019 models have not been established as of yet and could see an increase to the overall cost. I see no significant benefit in waiting for the 2019 models.

465-8027

FAX 465-4688

CNGP530

VEHICLE ORDER CONFIRMATION

VIRTCDP #

06/08/18 14:55:09

Dealer: F41781

Page: 1 of 1

Order No: 0011 Priority: J1 Ord FIN: QH128 Order Type: 58 Price Level: 835

Ord Code: 500A Cust/Flt Name: JONES COUNTY PO Number:

	RETAIL	DLR INV	RETAIL	DLR INV
K8A 4DR AMD POLICE	\$32895	\$31744.00	794	PRICE CONCESSN
.112.6" WB				REMARKS TRAILER
G1 SHADOW BLACK			85R	RR MOUNT PLATE 35 33.00
9 CLTH BKTS/VNL R				FLEX-FUEL
W EBONY BLACK			153	FRT LICENSE BKT NC NC
500A EQUIP GRP				SP FLT ACCT CR (933.00)
.PREM SINGLE CD				FUEL CHARGE 5.18
99R .3.7L V6 TIVCT	NC	NC		DEST AND DELIV 945 945.00
44C .6-SPD AUTO TRAN	NC	NC		TOTAL BASE AND OPTIONS 34870 32742.18
16C CARPET FLR COV	125	119.00		TOTAL 34870 32742.18
17T CARGO DOME LAMP	50	49.00		*THIS IS NOT AN INVOICE*
51R DRV LED SPT LMP	395	375.00		*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*
59B KEY CODE 1284X	50	49.00		
60R NOISE SUPPRESS	100	95.00		
76R REVERSE SENSING	275	261.00		
F1=Help				
F4=Submit				
S099 - PRESS F4 TO SUBMIT				

33000
-2800
30200

F3/F12=Veh Ord Menu
F9=View Trailers
QC20151

V1DP0069 2,6

City Council Meeting
Prep. Date: 06/15/18
Preparer: Doug Herman



Agenda Item: # 12
Agenda Date: 06/18/18

Agenda Item Description: Resolution Setting fees related to the Collection of Solid Waste pursuant to Chapter 106 of the Monticello Code of Ordinances.

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

Attachments & Enclosures:

Proposed Resolution

Fiscal Impact:

Budget Line Item:

n/a

Budget Summary:

Expenditure:

Revenue:

Synopsis: The proposed resolution deals with fees related to sanitation and recycling collection and has been proposed based upon changes to our Code of Ordinances brought about by our contracting with Republic to collect dumpsters and residential recycling and garbage.

Background Information:

The re-writing and analysis of our fees addresses the recent changes to the collection of residential waste and recycling in Monticello and the increased rates associated therewith. We will be billed \$10.50 per sanitation collection site per month for garbage and \$4.00 per collection site per month for recycling, or \$14.50. After the application of a \$3.00 per month administrative fee, the new total would be \$17.50. After removing the equipment replacement fee of .50 per month the new total per month would be \$17.00 for those properties not utilizing dumpsters. (Most residential customers.)

The Resolution includes an annual increase of 3% at this point consistent with the Republic agreement.

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

The City of Monticello, Iowa

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

RESOLUTION # 18-__

Setting fees related to the Collection of Solid Waste pursuant to Chapter 106 of the Monticello Code of Ordinances

WHEREAS, the City Council previously specified rates related to the collection of solid waste and recyclables within the body of an Ordinance, but as a result of Ordinance amendments the rates, per the Ordinance, are to be set and modified as deemed appropriate by the City Council by Resolution, and

WHEREAS, the Council finds that the following rates are appropriate and by this Resolution should be approved:

1. Schedule of Fees. The fees for solid waste and recyclables collection and disposal services, used or available shall be as follows:

A. One-family dwellings, two-family dwellings with separate water meters, and apartments with separate meters.

Rates for collections during the month of July, 2018, which will appear on the September 1, 2018 billing, through and including collections during the month of June, 2019, which will appear on the August 1, 2019 billing: \$17.50 per month.

Rates will increase by 3% each year thereafter, commencing with the billing related to collections that occur in the month of July of each successive year.

B. Multi-family dwelling and/or apartments, in which water is furnished by owner through a central water meter and charged to the owner of the property.

If the complex does not utilize dumpsters for the collection of garbage created at their facility:

1. Rates for collections during the month of July, 2018, which will appear on the September 1, 2018 billing, through and including collections during the month of June, 2019, which will appear on the August 1, 2019 billing: \$17.00 per month per unit, which includes recycling.
2. Rates will increase by 3% each year thereafter, commencing with the billing related to collections that occur in the month of July of each successive year.

D. Multi-Family Dwelling or Personal Residence with Dumpster.

Regardless of the foregoing fees, any multi-family dwelling or apartment or person located within the City limits using large dump container (dumpster) for solid waste collection and disposal shall pay fees calculated in accordance with the following:

Rates for collections during the month of December, 2015, which will appear on the February 1, 2016 billing, through and including collections during the month of September, 2016, which will appear on the November 1, 2016 billing.

1. \$6.70 per yard, per collection. Example: If a 2-Yard dumpster is picked up once per week, therefore 52 times per year, the total annual fee would be \$696.80, resulting in a monthly fee of \$58.07.

Rates for collections during the month of October, 2016, which will appear on the December 1, 2016 billing, through and including collections during the month of September, 2017, which will appear on the November 1, 2017 billing.

1. \$6.85 per yard, per collection. Example: If a 2-Yard dumpster is picked up once per week, therefore 52 times per year, the total annual fee would be \$712.40, resulting in a monthly fee of \$59.37.

Rates for collections during the month of October, 2017, which will appear on the December 1, 2017 billing, through and including collections during the month of September, 2018, which will appear on the November 1, 2018 billing.

1. \$7.01 per yard, per collection. Example: If a 2-Yard dumpster is picked up once per week, therefore 52 times per year, the total annual fee would be \$729.04, resulting in a monthly fee of \$60.76.

Rates for collections during the month of October, 2018, which will appear on the December 1, 2018 billing, through and including collections during the month of September, 2019, which will appear on the November 1, 2019 billing.

1. \$7.18 per yard, per collection. Example: If a 2-Yard dumpster is picked up once per week, therefore 52 times per year, the total annual fee would be \$746.72, resulting in a monthly fee of \$62.23.

Rates for collections during the month of October, 2019, which will appear on the December 1, 2019 billing, through and including collections during the month of September, 2020, which will appear on the November 1, 2020 billing.

1. \$7.35 per yard, per collection. Example: If a 2-Yard dumpster is picked up once per week, therefore 52 times per year, the total annual fee would be \$764.40, resulting in a monthly fee of \$63.70.

In addition to the above fees related to trash collection, Multi-Family or Single-Family residences that utilize a dumpster shall be assessed a monthly recycling fee of \$4.75 per month per unit.

However, owners of apartment complexes of five units or more that have commercial dumpster recycling collection at their facility at least every other week will not be assessed the individual per unit recycling fee of \$4.75 per unit commencing with the month following written notification to the City, and verification by the City, that said complex is served by said recycling collection.

E. Commercial and Industrial Zoned Properties:

Commercial and industrial enterprises shall pay the following minimum monthly rates.

Rates for collections during the month of July, 2018, which will appear on the September 1, 2018 billing, through and including collections during the month of June, 2019, which will appear on the August 1, 2019 billing: \$17.50 per month.

Rates will increase by 3% each year thereafter, commencing with the billing related to collections that occur in the month of July, 2019.

The City reserves the right to charge in excess of the minimum fee if the volume created by the business or industry is deemed to be in excess of the normal average usage for a business or industry, and in said event, the fee shall be rated and charged according to the volume of solid waste being collected as determined by the City Council in consultation with the Public Works Director or other City Council designee.

Regardless of the foregoing fees, any commercial or industrial enterprise located within the City limits using a large dump container (dumpster) for solid waste collection and disposal shall pay fees calculated in accordance with the following:

Rates for collections during the month of December, 2015, which will appear on the February 1, 2016 billing, through and including collections during the month of September, 2016, which will appear on the November 1, 2016 billing.

1. \$6.70 per yard, per collection. Example: If a 2-Yard dumpster is picked up once per week, therefore 52 times per year, the total annual fee would be \$696.80, resulting in a monthly fee of \$58.07.

Rates for collections during the month of October, 2016, which will appear on the December 1, 2016 billing, through and including collections during the month of September, 2017, which will appear on the November 1, 2017 billing.

1. \$6.85 per yard, per collection. Example: If a 2-Yard dumpster is picked up once per week, therefore 52 times per year, the total annual fee would be \$712.40, resulting in a monthly fee of \$59.37.

Rates for collections during the month of October, 2017, which will appear on the December 1, 2017 billing, through and including collections during the month of September, 2018, which will appear on the November 1, 2018 billing.

1. \$7.01 per yard, per collection. Example: If a 2-Yard dumpster is picked up once per week, therefore 52 times per year, the total annual fee would be \$729.04, resulting in a monthly fee of \$60.76.

Rates for collections during the month of October, 2018, which will appear on the December 1, 2018 billing, through and including collections during the month of September, 2019, which will appear on the November 1, 2019 billing.

1. \$7.18 per yard, per collection. Example: If a 2-Yard dumpster is picked up once per week, therefore 52 times per year, the total annual fee would be \$746.72, resulting in a monthly fee of \$62.23.

Rates for collections during the month of October, 2019, which will appear on the December 1, 2019 billing, through and including collections during the month of September, 2020, which will appear on the November 1, 2020 billing.

1. \$7.35 per yard, per collection. Example: If a 2-Yard dumpster is picked up once per week, therefore 52 times per year, the total annual fee would be \$764.40, resulting in a monthly fee of \$63.70.

F. Properties Located outside the Monticello City Limits:

Regardless of the foregoing fees, any commercial, industrial, multi-family dwelling or apartment or person located outside the City limits using a large dump container (dumpster) for solid waste collection and disposal shall pay fees calculated in accordance with the following:

Rates for collections during the month of December, 2015, which will appear on the February 1, 2016 billing, through and including collections during the month of September, 2016, which will appear on the November 1, 2016 billing.

1. \$13.40 per yard, per collection. Example: If a 2-Yard dumpster is picked up once per week, therefore 52 times per year, the total annual fee would be \$1,393.60, resulting in a monthly fee of \$116.14.

Rates for collections during the month of October, 2016, which will appear on the December 1, 2016 billing, through and including collections during the month of September, 2017, which will appear on the November 1, 2017 billing.

1. \$13.70 per yard, per collection. Example: If a 2-Yard dumpster is picked up once per week, therefore 52 times per year, the total annual fee would be \$1,424.80, resulting in a monthly fee of \$118.74.

Rates for collections during the month of October, 2017, which will appear on the December 1, 2017 billing, through and including collections during the month of September, 2018, which will appear on the November 1, 2018 billing.

1. \$14.02 per yard, per collection. Example: If a 2-Yard dumpster is picked up once per week, therefore 52 times per year, the total annual fee would be \$1,458.08, resulting in a monthly fee of \$121.52.

Rates for collections during the month of October, 2018, which will appear on the December 1, 2018 billing, through and including collections during the month of September, 2019, which will appear on the November 1, 2019 billing.

1. \$14.36 per yard, per collection. Example: If a 2-Yard dumpster is picked up once per week, therefore 52 times per year, the total annual fee would be \$1,493.44, resulting in a monthly fee of \$124.46.

Rates for collections during the month of October, 2019, which will appear on the December 1, 2019 billing, through and including collections during the month of September, 2020, which will appear on the November 1, 2020 billing.

1. \$14.70 per yard, per collection. Example: If a 2-Yard dumpster is picked up once per week, therefore 52 times per year, the total annual fee would be \$1,528.80, resulting in a monthly fee of \$127.40.

G. Additional Fees:

Residential Garbage Collection: The City Contractor will be providing every Residential property a 65 gallon cart in which to place their garbage. Any bags placed next to the Cart will require a \$2.00 per bag sticker to be purchased at City Hall. Each residential property will be allowed to place one bulky item per month out next to their container so long as the large item is pre-scheduled for collection with City Hall.

Dumpster Collection: The City Contractor may charge in excess of the fees provided herein for overloaded dumpsters or for those circumstances where items are left outside of and/or stacked adjacent to a dumpster, with these charges being based upon estimated additional yards of waste. Those fees will be billed to the City by the Contractor and passed on to the customer at the appropriate rates. Any request by a commercial or industrial entity of the City to pick up waste that is not in approved containers shall be directed to the City Public Works Director for review. A determination will be made by the Public Works Director, in consultation with the customer and the City Contractor, as to how the waste should be handled and a determination shall be made as to the process by which said waste shall be picked up and the charge for same.

The rate(s) to be imposed shall be based largely on volume, but may also consider other issues such as time and labor necessary to meet the request of the customer. In this event, said commercial or industrial user shall be assessed a minimum monthly fee regardless of the volume of waste handled.

H. Equipment Replacement Fee: There will no longer be a .50 per month equipment replacement fee, commencing with the month of July, 2018 which would have been billed on September 1st.

I. Payment of Bills:

All fees are due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section 92.04 of this Code of Ordinances. Solid waste collection service may be discontinued in accordance with the provisions contained in Section 92.05 if the combined service account becomes delinquent, and the provisions contained in Section 92.08 relating to lien notices shall also apply in the event of a delinquent account.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the above and foregoing Resolution Setting fees related to the Collection of Solid Waste and Recycling pursuant to Chapter 106 of the Monticello Code of Ordinances.

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 16th day of June, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

City Council Meeting
Prep. Date: 06/15/18
Preparer: Doug Herman



Agenda Item: # 13+14
Agenda Date: 06/18/18

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: 06/15/18
Preparer: Doug Herman



Agenda Item: # 15
Agenda Date: 06/18/18

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

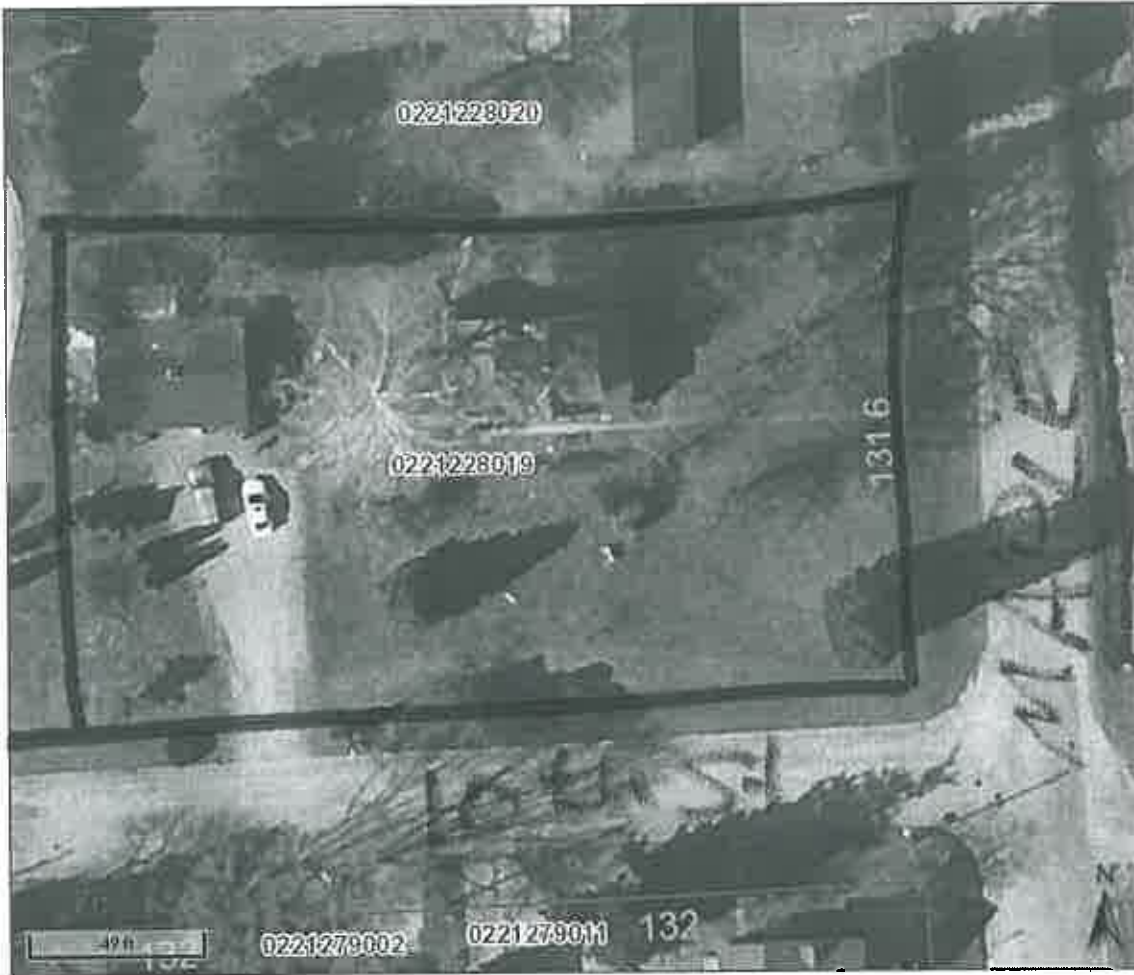
2nd reading passed by the Council on this _____, 2018

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

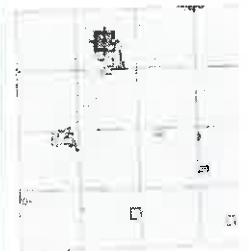
Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk



Overview



Legend

-  Parcels
-  Cartography
-  Major Roads

Parcel ID	0221484007	Alternate ID	066400	Owner Address	HOLDINGS MONTICELLO
Sec/Twp/Rng	n/a	Class	C		2018-06-18
Property Address	216 W 1ST ST	Acreage	n/a		0221484007
	MONTICELLO				
District	MONCO				
Brief Tax Description	R.R. ADD E 1/2 LOTS 429 & 430 EXC PT TO HOGAN				
	(Note: Not to be used on legal documents)				

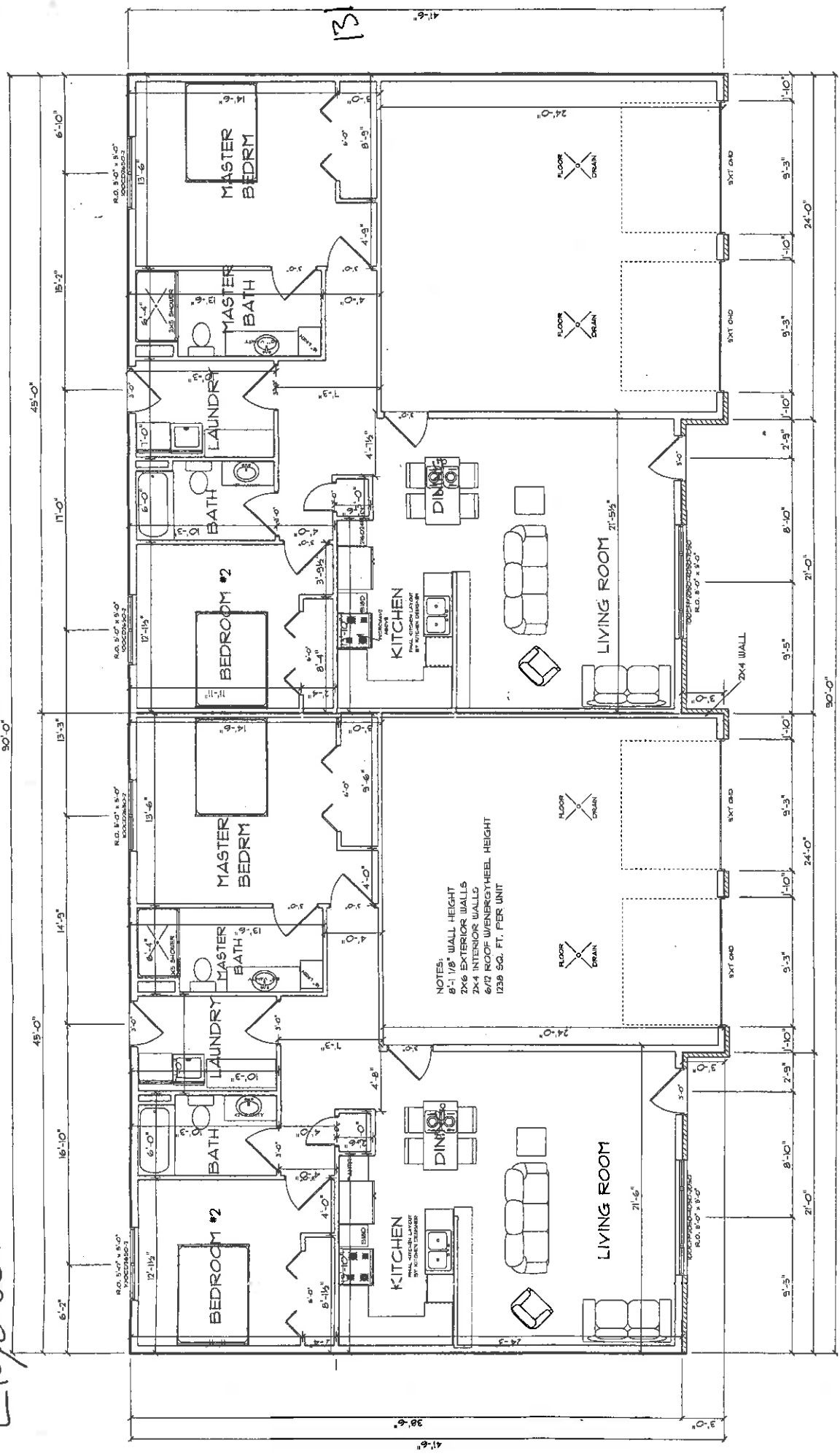
THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREIN, EITHER EXPRESSED OR IMPLIED BY JONES COUNTY OR ITS EMPLOYEES. THIS MAP IS COMPILED FROM OFFICIAL RECORDS, INCLUDING PLATS, SURVEYS, RECORDED DEEDS, AND CONTRACTS, AND ONLY CONTAINS INFORMATION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

Date created: 3/21/2018
 Last Data Uploaded: 3/20/2018 5:45:29 PM

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NOTES:
 8-1/8" WALL HEIGHT
 2X6 EXTERIOR WALLS
 2X4 INTERIOR WALLS
 6/12 ROOF W/ENRGYHEEL HEIGHT
 1238 SQ. FT. PER UNIT

R.O. 3'-0" x 5'-0" SCHEDULE 40

R.O. 3'-0" x 5'-0" SCHEDULE 40

R.O. 3'-0" x 5'-0" SCHEDULE 40

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R.O. 3'-0" x 5'-0" SCHEDULE 40

R.O. 3'-0" x 5'-0" SCHEDULE 40

KITCHEN
FINAL INTERIOR LAYOUT BY KITCHEN DESIGNER

KITCHEN
FINAL INTERIOR LAYOUT BY KITCHEN DESIGNER

LIVING ROOM
21'-5 1/2"

LIVING ROOM
21'-6"

BEDROOM #2
17'-11 1/2"

BEDROOM #2
17'-11 1/2"

MASTER BEDRM
13'-6"

MASTER BEDRM
13'-6"

BATH
6'-0"

BATH
6'-0"

MASTER BATH
6'-4"

MASTER BATH
6'-4"

LAUNDRY
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LAUNDRY
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DINING
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City Council Meeting
Prep. Date: 06/15/18
Preparer: Doug Herman



Agenda Item: # 16
Agenda Date: 06/18/18

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 (Draft to be brought to meeting)
- 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?)

Recommendation: I recommend that the Council introduce and approve the 1st reading of a proposed Ordinance to address these issues. (I will draft a proposed Ord. with some blanks to bring to the meeting for consideration and completion at the meeting.)

CHAPTER 122

PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS

122.01 Purpose

122.02 Definitions

122.03 License Required

122.04 Application for License

122.05 License Fees

122.06 Bond Required

122.07 License Issued

122.08 Display of License

122.09 Time Restriction

122.10 License Exemptions

122.11 Charitable and Nonprofit Organizations

122.01 PURPOSE. The purpose of this chapter is to protect residents of the City against fraud, unfair competition and intrusion into the privacy of their homes and businesses by licensing and regulating peddlers, solicitors and transient merchants.

122.02 DEFINITIONS. For use in this chapter the following terms are defined:

1. “Peddler” means any person carrying goods or merchandise who sells or offers for sale for immediate delivery such goods or merchandise from house to house or upon the public street.
2. “Solicitor” means any person who solicits or attempts to solicit from house to house or upon the public street any contribution or donation or any order for goods, services, subscriptions or merchandise to be delivered at a future date.
3. “Transient merchant” means any person who engages in a temporary or itinerant merchandising business and in the course of such business hires, leases or occupies any building or structure whatsoever, or who operates out of a vehicle which is parked anywhere within the City limits. Temporary association with a local merchant, dealer, trader or auctioneer, or conduct of such transient business in connection with, as a part of, or in the name of any local merchant, dealer, trader or auctioneer does not exempt any person from being considered a transient merchant.

122.03 LICENSE REQUIRED. Any person engaging in peddling, soliciting or in the business of a transient merchant in the City without first obtaining a license as herein provided is in violation of this chapter.

122.04 APPLICATION FOR LICENSE. An application in writing shall be filed with the Clerk for a license under this chapter. Such application shall set forth the applicant’s name, permanent and local address and business address if any. The application shall also set forth the applicant’s employer, if any, and the employer’s address, the nature of the applicant’s business, the last three places of such business and the length of time sought to be covered by the license. An application fee of twenty-five dollars (\$25.00) shall be paid at the time of filing such application to cover the cost of investigating the facts stated therein.

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

122.06 BOND REQUIRED. Before a license under this chapter is issued to a transient merchant, an applicant shall provide to the Clerk evidence that the applicant has filed a bond with the Secretary of State in accordance with Chapter 9C of the Code of Iowa or posts a bond with the Clerk with a penal sum which must be twice the value of the goods, wares or merchandise to be sold or offered for sale.

122.07 LICENSE ISSUED. If the Clerk (with a background check performed by the Police Department) finds the application is completed in conformance with the requirements of this chapter, the facts stated therein are found to be correct and the license fee paid, a license shall be issued immediately.

122.08 DISPLAY OF LICENSE. Each solicitor or peddler shall keep such license in possession at all times while doing business in the City and shall, upon the request of prospective customers, exhibit the license as evidence of compliance with all requirements of this chapter. Each transient merchant shall display publicly such merchant’s license in the merchant’s place of business.

122.09 TIME RESTRICTION. All peddler’s and solicitor’s licenses shall provide that said licenses are in force and effect only between the hours of eight o’clock (8:00) a.m. and six o’clock (6:00) p.m.

122.10 LICENSE EXEMPTIONS. The following are excluded from the application of this chapter.

1. Newspapers. Persons delivering, collecting for or selling subscriptions to newspapers.
2. Club Members. Members of local civic and service clubs, Boy Scout, Girl Scout, 4-H Clubs, Future Farmers of America and similar organizations.
3. Local Residents and Farmers. Local residents and farmers who offer for sale their own products. A local farmer is a farmer that resides within Jones County. Residents and farmers that do not reside within Jones County will be allowed to sell at the Monticello Area Chamber of Commerce Farmer's Market without needing a City application or license.
4. Students. Students representing the Community School District conducting projects sponsored by organizations recognized by the school.
5. Route Sales. Route delivery persons who only incidentally solicit additional business or make special sales.
6. Institutional Use. Persons customarily calling on institutions for the purposes of selling products for institutional use.

122.11 CHARITABLE AND NONPROFIT ORGANIZATIONS. Authorized representatives of charitable or nonprofit organizations operating under the provisions of Chapter 504A of the Code of Iowa desiring to solicit money or to distribute literature are exempt from the operation of Sections 122.04 and 122.05. All such organizations are required to submit in writing to the Clerk the name and purpose of the cause for which such activities are sought, names and addresses of the officers and directors of the organization, the period during which such activities are to be carried on, and whether any commissions, fees or wages are to be charged by the solicitor and the amount thereof. If the Clerk finds that the organization is a bona fide charity or nonprofit organization the Clerk shall issue, free of charge, a license containing the above information to the applicant.

(Ch. 122 - Ord. 566 - Jan. 04 Supp.)

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Despite rules, interest in selling fireworks grows in Iowa

Marion sees requests for permits triple since last summer

By Molly Hunter, *The Gazette*

MARION — Despite crackdowns in several Iowa cities over where and when fireworks may be sold and set off, authorities expect interest among vendors to swell this Fourth of July season — causing some cities to have second thoughts about whether they’ve done enough to regulate the pyrotechnics so many residents have complained about.

After seeing the number of vendor applications nearly triple since the Iowa Legislature legalized consumer fireworks in time for the last Fourth of July, Marion may revisit its policy on fireworks sales.

“Honestly I think it’s because some of the surrounding cities have limited the sales locations per zoning, and we have not,” said Marion Fire Marshal Wade Markley.

There were eight fireworks vendor locations in Marion in 2017. At Tuesday’s Marion City Council meeting, fire Chief Deb Krebill said the city has received over 20 permit applications so far this year.

Marion City Council member Will Brandt said it’s likely the city will revisit its policy on firework vendors as a result of the increase.

The state law passed last year legalizing consumer fireworks gives local governments flexibility in making rules on when — or even if — they may be ignited.

Marion, for instance, restricted setting off fireworks to between noon and 11 p.m. on July 4 only. After thousands signed a petition, and others bombarded City Hall with phone calls and

emails with complaints over the noise, Cedar Rapids reversed course and banned setting off fireworks in the city.

But the state law does not appear to allow cities or counties to outright ban the sale of fireworks. Nonetheless, several cities and counties have implemented policies sharply limiting where they can be sold.

In Cedar Rapids, vendors cannot operate in the downtown area or within 450 feet of a family or neighborhood residence — limiting sales to industrial areas.

In Iowa City, where it's illegal to set off fireworks, sales have been limited to industrial zones. And in North Liberty, where the use is banned, too, sales are limited to highway commercial properties.

According to the state fire marshal, there were 458 licensed vendors in Iowa as of May 31. Of those, 220 were at temporary locations like tents, and 238 were permanent — many in places like grocers or drugstores.

The state law allows permanent locations to sell fireworks from June 1 to July 8. Temporary locations are allowed to start selling Wednesday and continue to July 8.

JP Fireworks in Marion, which also sold fireworks last summer, is one of the permanent locations in the area and is selling again this year despite what might be an onslaught of competition.

Manager Emmitt Hamed said many of the temporary locations last year were set up in tents on the edge of Marion near Cedar Rapids.

Hamed said the lack of sales restrictions in Marion may have an impact on sales, but it's hard to tell right now.

“A lot of times last year we heard about people applying for permits and not opening,” he said.

Nevertheless, State Fire Marshal Dan Wood said a statewide increase in applications is expected this year.

“Last year we checked around with other states ... and they said you’ll have so many the first year, and the next year you’ll have so many plus more, and the third year it drops off,” Wood said.

The state issued 664 vendor permits in 2017. Vendors must renew their permits annually. This year the state began accepting applications March 1. July 8 is the cutoff date.

“Right now, we’re right at about 500-ish but obviously it’s not July 8 and we still have plans coming in every day,” Wood said. “There’s over 700 applications out there.”

Wood said the state expects to issue between 700 and 800 permits this season.

The Marion Fire Department has taken on the responsibility of performing site inspections for the state, Markley said. The state has licensing fees and penalties for infractions, but by law cities and counties are prohibited from charging for initial firework safety inspections.

At Tuesday’s meeting, Marion Public Service Director Ryan Miller said revenue the city receives from the vendors comes from a \$50 fee for the tent permit at temporary sites.

If a safety reinspection is needed, there is no charge. But “if there’s a second and third, then we do start charging; for as many times as we go back, it increases,” Krebill said.

Krebill said the rising number of applications places a burden on the Fire Department staff.

“It takes a lot of time to inspect these to make sure they stay up to code to protect our citizens,” Krebill said. “It’s harder to keep the city safe with that many fireworks in such proximity.”

City Council Meeting
Prep. Date: 06/15/18
Preparer: Doug Herman



Agenda Item: Reports
Agenda Date: 06/18/2018

Communication Page

Agenda Items Description: Misc. Reports

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

Attachments & Enclosures:

Sanitation brochure

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Reports / Potential Action:

- Sidewalk inspection, permitting, and review processes: We are working on new language to attach to building permit applications to provide notice and guidance with regard to sidewalk ADA compliance expectations.
- Flood Mapping, Consultant Coordination Officer Meeting update. Meeting held on 6/13/18. The most important piece of information to take from the meeting is that there are no changes to any flood plains floodways in Monticello proper. There are some in the County, and some in Olin and Wyoming but none in Monticello.
- Park & Recreation Interviews: I, along with the Mayor, Jacob O., and a couple park board members will be interviewing candidates to fill the opening created by Casey Reyner's resignation. We have a number of good candidates, in my opinion, and are in need of getting someone hired and working as soon as possible so that they can create a comfort level at the pool for next year and also start getting a good hold on fall activities. In the event the interviews do not result in a clear choice we will likely then advertise for the position. Advertising in the Gaz. And TH will cost approx. \$800 and would delay a hiring decision. With good candidates before us the additional expense does not seem justified unless the Council wishes that a formal process be followed regardless of the additional cost and delayed time frame.
- Sanitation Collection Map / Plan: See attached.
 - Cart Delivery plan: Delivery in mid-June, Garbage to begin being placed in carts during second week in July.
- City Admin. Review: I previously sent a performance evaluation to all of your e-mails asking you to complete it and return to Sally. To my knowledge Sally reports having received one completed evaluation to date.



921 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 319.465.3577 to schedule your bulk item pickup. You are allowed one bulk item per month.



Correct Placement



Incorrect Placement

Keep the container free of clutter from all other items such as tires, bushes, mail boxes, tents and tarps, etc. Please do not place items in front of container.

Thank you for your cooperation!

City of Monticello Recycling and Waste Guide



REPUBLIC
SERVICES

We'll handle it from here.



Message from Republic Services

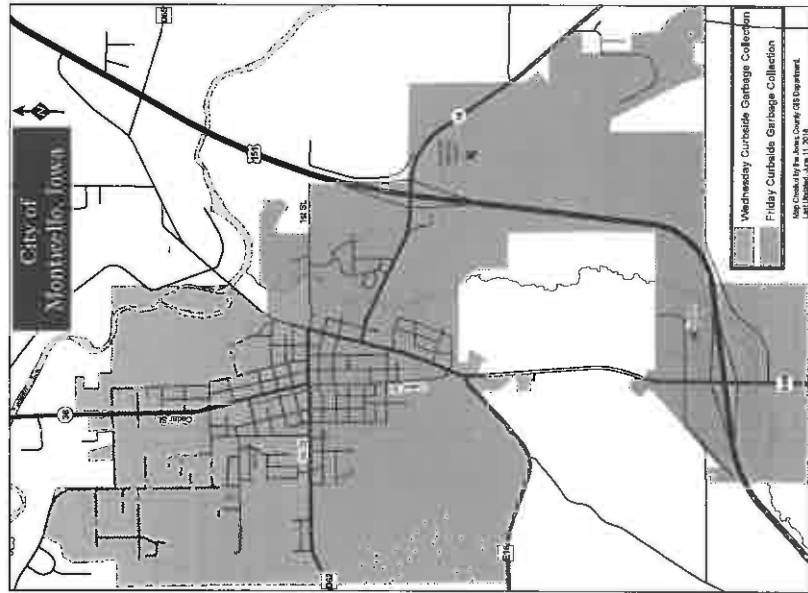
The City of Monticello has contracted with Republic Services® to provide residential recycling, waste and bulk waste collection. While not all-inclusive, this guide is designed to provide you with information on the City's recycling and waste collection program.

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 **GRAY** 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 shift to 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	Cartons	Plastic	Metal
<ul style="list-style-type: none"> ✓ Newspaper ✓ Chipboard ✓ Office Paper 	<ul style="list-style-type: none"> ✓ Telephone Books ✓ Magazines ✓ Soda and beer carrying cases 	<ul style="list-style-type: none"> ✓ Plastic bottles and containers coded #1 - #7 ✓ HDPE Plastics ✓ LDPE Plastics ✓ DPE Plastics 	<ul style="list-style-type: none"> ✓ 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 vials
- 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 **319.465.3577** 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