

# City of Monticello, Iowa

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Posted on June 01, 2018 at 5:00 p.m.

Monticello City Council Regular Meeting June 04, 2018 @ 6:00 p.m.  
Monticello Renaissance Center, 220 E. 1<sup>st</sup> Street, Monticello, Iowa

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

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

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

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

<b>Approval</b> of Council Mtg. Minutes	May	21, 2018
<b>Approval</b> of Payroll	May	24, 2018
<b>Approval</b> of Bill List		
<b>Approval</b> of Kardes Liquor Permit		
<b>Approval</b> of Great Pastimes Liquor Permit		
<b>Approval</b> of Shine On Liquor Permit		

**Public Hearings:** None

## **Resolutions:**

1. **Resolution** to approve agreement between City of Monticello and Republic (Curbside Recycling and Garbage Agreement)
2. **Resolution** to approve agreement between City of Monticello and Veloxium. (Pasker, Schneiderman, Schneiderman)
3. **Resolution** to approve Professional Services Agreement between Snyder & Associates and the City of Monticello with regard to Sycamore Street reconstruction design services.

**Reports / Potential Action:**

- Berndes Center Floor Finish review
- Dave Schoon Fence/Sign project
- Sidewalk inspection, permitting, and review processes
- Property Update, 103 W. 1<sup>st</sup> Street (Asbestos Inspection approved by IDNR)
- Airport Ten-T Hangar Update
- Welter and Koob Tax Abatement Discussion
- Flood Mapping, Consultant Coordination Officer Meeting (CCO Meeting) on June 13, 2018 (1:00 and 6:00 p.m.)
- Mike Felton (Milkweed)
- Hometown Pride Meeting Update

**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  
May 21, 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, City Clerk Sally Hinrichsen, Police Chief Britt Smith and City Engineer Casey Zwolinski. Council member Tom Yeoman arrived later in the meeting.

Lux moved to approve the agenda as amended, moving the Pasker /Schneiderman Internet "Fiber" installation to right after the consent agenda and adding a Tree Board report by Goedken, Pratt seconded, roll call unanimous.

Mayor Wolken read Mayor's Proclamation marking the 50<sup>th</sup> Anniversary of Home Rule in Iowa.

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

Herman reviewed emails with Jerry Pasker and Brock Schneiderman in regard to a proposed fiber installation in Monticello. Herman advised that the project was commenced without a ROW permit and has been on hold while the City considered how best to proceed with the proposed project. Discussion was held on various topics from franchise fees to ROW permits, bonding and insurance, and potential ROW agreement terms. Council also discussed the importance of the use of Iowa One Call to mark lines when appropriate and the addition of any installations to City GIS mapping. Pasker stated that they would like to do the entire town but will only proceed one development at a time and could not guarantee that any additional areas will ever be done, that they will need to wait and see how the first area goes. Council directed Herman to prepare an agreement to include maintenance, marking of lines, permitting requirements, bond, etc.

Goedken moved Ordinance # 714 amending Chapter 165, "ZONING REGULATIONS", of certain property located within City Limits of the City of Monticello, same being generally described as 324/326 W 2<sup>nd</sup> Street, Monticello, IA 52310, legally described as set forth below, and amending the Official Zoning Map, third reading and in title only, Russ seconded, roll call unanimous.

Herman reported that the P & Z recommended approval of the Plat of Survey of Parcel 2018-21 and Parcel 2018-22. Goedken moved to approve Resolution #18-63 Approving Plat of Survey to Parcels 2018-21 and 2018-22, Pratt seconded, roll call unanimous.

Herman reported that the P & Z recommended approval of Plat of Survey of Parcel 2018-30, which is located within two-mile jurisdiction. Goedken moved to approve Resolution #18-64 Approving Plat of Survey to Parcel 2018-30, Russ seconded, roll call unanimous.

Herman reviewed the proposed Brick Paver Policy. Council questioned if something similar to this was done in other towns and how it was handled. Herman stated Maquoketa just did this with their Main Street Project. Discussion was held on the number of brick the City had and to

measure to see how many bricks would be needed; then depending on this information decide where the brick would be used and where new brick would be used, if needed. Herman reported there were some people needing to do Community Service that could count and stack the brick for the City. Herman asked if the Council wanted to install brick in front of City Hall / Renaissance Center as there was a concrete repair project to be completed in that area. Goedken felt the City needed to replace the strip with brick as it was done by Brian Monk's building on West First Street. Goedken moved to table formal approval of the Brick Paver Policy; to use the brick in front of City Hall when the catch basin is repaired; measure the sidewalks to see how many bricks would be needed and to have brick counted and stacked, Pratt seconded, roll call unanimous.

Herman reported that the Council, in 1994, approved Resolution #94-24, authorizing the transfer of excess right of way within the corporate limits on County Rd. D62 to LaVern and Vera Schoon and Thelma Spahr; and authorized Quit Claim Deeds be issued to said parties. It was discovered by the heirs of LaVern and Vera Schoon and the Jones County Auditor that the Quit Claim Deeds were never recorded and the Schoon family has requested the City take action to issue a Quit Claim Deed to the Vera Fae Schoon Estate. Goedken moved to approve Resolution #18-65 to recognize the past sale of excess right of way and to authorize the execution and delivery of a Quit Claim Deed to adjacent property owner, the Vera Fae Schoon Estate, seconded by Russ, roll call unanimous.

Herman reported that Chapter 10 of the City Code did not provide a timeframe within which property owners must apply for tax abatements on their property to be considered fully eligible. Past practice, according to the Assessor, was that applicants had a one year grace period if they were to get the full abatement. After one year, the five year abatement period would be reduced by one year for each year that the application was late. Herman reported two cases that brought this issue to the forefront. He reported that when the City was working with Steve Koob to annex his property, that he was finalizing the construction of a new building. Herman reported that he had explained the abatement to Koob and that Koob, based upon the potential abatement, agreed to the voluntary annexation. The Koob property was not actually annexed for a number of years due to the fact that it could not be annexed without annexing the Yousse property and there was no agreement on that front. By the time the Koob property was annexed the grace period and much if not all of the five year abatement period had passed. Lloyd Welter, who applied for the residential tax abatement when completing condo units on Maple Street was eventually approved for two of the five units. According to the Assessor in 2016, two units was deemed eligible and the other three were not, as they had not been included within the "Horizontal Property Regime" and were not, therefore, considered single family residential units. Herman explained that Welter and his attorney took corrective measures to add the other three units to the "Horizontal Property Regime" but did not then reapply for the abatement. Welter could reapply for the abatement at this time but would not be eligible for the full five years. Consensus of the Council was that it was too late for Welter to receive the full five years and they should have stayed on top of the situation at the time. Consensus of the Council was to have Herman investigate Koob's annexation agreement to see if the abatement was agreed to by the City in the pre-annexation agreement and if it was the Council believed that the abatement should be granted in some fashion. Council suggested that the Ordinance be amended to make clear that there was a one year grace period within which

to apply to gain the full benefit of the abatement. Council directed Herman to review Koob's agreement and to work with Assessor on potential abatement options for Koob. Goedken moved to table approving time frame within which to apply for Tax Abatement under Chapter 10 of the Monticello Code of Ordinances, Pratt seconded, roll call unanimous.

Herman reviewed the proposed agreement between City and School with regard to school owned facilities to be used by the MYBSA. Herman reviewed the agreement with the School Superintendent and School Board and expects them to approve it at their next Board meeting. Lux moved to approve Resolution #18-66 Approving Agreement Re: Monticello Youth Baseball and Softball Programs use of School Owned Property and Facilities, Pratt seconded, roll call unanimous.

Herman reported that Hinrichsen received one inquiry if the Iowa State Extension Backyard Chicken online course would be acceptable for the urban chicken permit. Jones County Extension scheduled and advertised to hold an in-person class and only one person registered to attend, so it was cancelled. Hinrichsen also suggested allowing the Indian Creek Nature Center in Cedar Rapids, Back Yard Chicken Workshop as an approved course. Consensus of the Council was to approve both sessions.

Herman reviewed the curbside recycling collection bids from Roling Sanitation and Republic. For recycling pickup, Roling quoted a 50 gallon cart for 5 years and Republic quoted a 65 gallon cart for 7 years. Roling's bid came in at the approximate annual cost of \$99,225 with Republic's bid coming in at the approximate annual cost of \$75,600. Roling would also bill the City for any increased costs they experience in disposing of the recycling. Roling quoted curbside sanitation collection for a five year term, with the first year rate being \$8.25 per month per household with a 5 percent increase each of the next 4 years, per bag, with \$1.50 per sticker after the first bag. Roling would also bill the City for any tipping fee increases experienced by them during the contract. Republic bid \$10.20 per month per household with a 3% increase each of the next 6 years for one 35 gallon can or 3 bags with a \$2.00 sticker after the third bag. Republic also offered a quote that included them providing a 65 gallon cart at the rate of \$10.50 per month per household with a 3% increase each of the next 6 years. The cart would hold approximately 5 tall Kitchen size bags or 3 large bags. If there were bags placed outside the cart they would require a \$2.00 sticker. Republic's fee includes one "large" item per month per residence, such as a couch, chair, carpet, mattress, etc. at no extra cost. Their opinion is that we could do away with the City Wide Clean-up days or significantly limit it based upon the large item collection and the use of the 65 gallon carts. Matt Pivit, Republic Municipal Manager, stated that the City would be required to choose to either use the cart or not, but that residents would have the choice if they wanted to use the cart or set out 3 bags per week. Council member Tom Yeoman arrived. Pratt questioned if the City went with the carts, can the residents put out bags, without using the cart. Pivit stated they could put out 3 bags per week. City would continue to pick up yard waste, electronics and appliances at this time. Kim Brooks questioned how recycling and garbage would be handled for the downtown apts. Pivit stated that everyone would be eligible for a cart and that they and the City would work with all property owners on a solution that worked best for them. Wayne Peach, 108 Monk Court, questioned whether large cardboard boxes could be put next to the cart and Pivit indicated that they could. Herman stated that he was told by the Public Works Director that about 1/3 of the residents put out one garbage bag

per week, 1/3 of the residents put out two bags per week, and 1/3 of the residents put out three or more bags per week. Herman explained that the City would continue to handle the invoicing as is the case with dumpsters and that an administrative fee would be added to the contracted rate. Herman stated Republic's rates include about a 3% increase yearly and Roling's rates include about a 5% increase yearly plus any increase in costs. Pivit stated that recycling commodities values are very low and that the market is very challenging. Yeoman moved to direct Herman to proceed drafting a contract with Republic to collect recycling, Goedken seconded, roll call unanimous. Committee of Mayor Wolken, Council members Pratt and Goedken, Herman and LaGrange was set up to review the bids and make a recommendation to the Council with regard to sanitation collection.

Herman reviewed several scenarios related to attached and detached accessory buildings; yard setbacks, driveways and percentage of areas of yards required for detached accessory buildings, as it is currently in the City Code. No action was taken.

Herman advised that he was continuing to work with County Supervisor Joe Oswald and County Engineer Derek Snead towards an updated agreement related to shared roadway maintenance. No action was taken.

Herman reported that the IDNR approved the asbestos inspection for the property located at 103 W. 1<sup>st</sup> Street and it should be completed soon. The cost of the asbestos inspection will be reimbursed by the IDNR Brownfield program.

Herman advised that the Cedar Street storm pipe was repaired by the ditch. He had one person contact him that would like the wall put back in as it was before. Council discussed leaving the wall out and just grading the embankment or repairing the wall. Herman will contact Engineers Schwickerath and Zwolinski to look into options for the wall.

Herman stated he was contacted about allowing Monticello /Paw Prints to be placed on residential sidewalks. Consensus of the Council was to require them to be outside of the ROW.

Goedken reported that the Tree Board previously purchased 28 trees and was selling them at a reduced rate to residents, with 11 already sold and 17 still available. They are continuing the Largest Tree in Town contest as well.

Pratt moved to adjourn at 8:29 P.M.

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Brian Wolken, Mayor

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Sally Hinrichsen, City Clerk

# PAYROLL - MAY 24, 2018

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
<b>AMBULANCE</b>	<b>May 7 - 20, 2018</b>				
Evan Barry	\$ 159.30	\$ -	0.00	0.00	\$ 136.66
Jeremy Bell	203.55	-	0.00	0.00	168.84
Carter Bronemann	991.20	-	0.00	0.00	729.62
Dawn Brus	1,755.00	-	0.00	48.38	1,256.32
Jacob Gravel	531.00	-	0.00	0.00	388.36
Mary Intlekofer	2,018.10	195.30	0.00	32.38	1,402.06
Brandon Kent	2,180.85	358.05	0.00	0.00	1,483.62
Jim Luensman	434.00	-	0.00	0.00	338.01
Lori Lynch	1,822.80	-	0.00	0.00	1,207.11
Christopher Moore	2,173.50	434.70	0.00	75.00	1,300.90
Brian Rechkemmer	260.40	-	0.00	0.00	154.75
Shelly Searles	1,822.80	-	0.00	13.50	1,373.10
Brenda Surom	520.80	-	0.00	0.00	392.21
<b>TOTAL AMBULANCE</b>	<b>\$ 14,873.30</b>	<b>\$ 988.05</b>	<b>0.00</b>	<b>169.26</b>	<b>\$ 10,331.56</b>
<b>CEMETERY</b>	<b>May 5 - 18, 2018</b>				
Caleb Herman	\$ 115.00	\$ -	0.00	0.00	\$ 106.20
Dan McDonald	1,572.00	-	0.00	0.00	1,118.06
<b>TOTAL CEMETERY</b>	<b>\$ 1,687.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 1,224.26</b>
<b>CITY HALL</b>	<b>May 6 - 19, 2018</b>				
Cheryl Clark	\$ 1,600.00	\$ -	0.00	0.00	\$ 1,059.23
Doug Herman	3,970.71	-	0.00	0.00	2,859.25
Sally Hinrichsen	2,368.18	-	0.00	0.00	1,582.17
Nanci Tuel	1,360.00	-	0.00	0.00	948.52
<b>TOTAL CITY HALL</b>	<b>\$ 9,298.89</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 6,449.17</b>
<b>COUNCIL / MAYOR</b>					
Dave Goedken	\$ 100.00	\$ -	0.00	0.00	\$ 92.60
Chris Lux	100.00	-	0.00	0.00	92.60
Rob Paulson	100.00	-	0.00	0.00	92.35
Gary Pratt	100.00	-	0.00	0.00	92.35
Johnny Russ	100.00	-	0.00	0.00	92.35
Brian Wolken	300.00	-	0.00	0.00	273.80
Tom Yeoman	100.00	-	0.00	0.00	92.35
<b>TOTAL COUNCIL / MAYOR</b>	<b>\$ 900.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 828.40</b>
<b>LIBRARY</b>	<b>May 7 - 20, 2018</b>				
Molli Hunter	\$ 297.50	\$ -	0.00	0.00	\$ 253.04
Penny Schmit	935.20	-	0.00	0.00	686.90
Madonna Thoma-Kremer	872.00	-	0.00	0.00	603.27
Michelle Turnis	1,517.58	-	0.00	0.00	1,023.94
<b>TOTAL LIBRARY</b>	<b>\$ 3,622.28</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,567.15</b>
<b>MBC</b>	<b>May 7 - 20, 2018</b>				
Jacob Oswald	\$ 1,846.15	\$ -	0.00	0.00	\$ 1,386.83
Casey Reyner	1,538.46	-	0.00	0.00	1,074.89
<b>TOTAL MBC</b>	<b>\$ 3,384.61</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,461.72</b>

# PAYROLL - MAY 24, 2018

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
<b>POLICE</b>	<b>May 7 - 20, 2018</b>				
Peter Fleming	\$ 544.31	\$ -	0.00	0.00	\$ 419.33
Dawn Graver	2,174.76	-	0.00	0.00	1,508.45
Erik Honda	2,219.76	-	0.00	7.75	1,726.99
Jordan Koos	2,117.15	70.05	0.00	41.50	1,536.79
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	2,112.16	-	0.00	0.00	1,443.18
Robert Urbain	-	-	0.00	26.50	-
<b>TOTAL POLICE</b>	<b>\$ 13,026.10</b>	<b>\$ 70.05</b>	<b>0.00</b>	<b>75.75</b>	<b>\$ 9,490.56</b>
<b>ROAD USE</b>	<b>May 5 - 18, 2018</b>				
Billy Norton	\$ 1,719.38	\$ 147.38	0.00	0.00	\$ 1,163.78
Wayne Yousse	1,572.01	-	0.00	16.00	1,071.37
<b>TOTAL ROAD USE</b>	<b>\$ 3,291.39</b>	<b>\$ 147.38</b>	<b>0.00</b>	<b>16.00</b>	<b>\$ 2,235.15</b>
<b>SANITATION</b>	<b>May 5 - 18, 2018</b>				
Michael Boyson	\$ 1,536.00	\$ -	0.00	0.00	\$ 1,058.37
Caleb Herman	202.50	-	0.00	0.00	187.01
Nick Kahler	1,572.00	-	0.00	0.00	1,055.56
Brian Kramer	203.13	-	0.00	0.00	164.50
<b>TOTAL SANITATION</b>	<b>\$ 3,513.63</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,465.44</b>
<b>SEWER</b>	<b>May 5 - 18, 2018</b>				
Tim Schultz	\$ 1,632.00	\$ -	0.00	29.63	\$ 1,137.19
Jim Tjaden	1,900.00	-	0.00	0.00	1,364.72
<b>TOTAL SEWER</b>	<b>\$ 3,532.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>29.63</b>	<b>\$ 2,501.91</b>
<b>WATER</b>	<b>May 5 - 18, 2018</b>				
Brant LaGrange	\$ 2,020.38	\$ -	0.00	0.00	\$ 1,424.05
Jay Yanda	1,820.00	-	0.00	0.00	1,305.65
<b>TOTAL WATER</b>	<b>\$ 3,840.38</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,729.70</b>
<b>TOTAL - ALL DEPTS.</b>	<b>\$ 60,969.58</b>	<b>\$ 1,205.48</b>	<b>0.00</b>	<b>290.64</b>	<b>\$ 43,285.02</b>



**ACCOUNTS PAYABLE ACTIVITY  
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
ACCOUNTS PAYABLE CLAIMS				
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GENERAL				
POLICE DEPARTMENT				
BAKER PAPER CO INC	PD BUILDING SUPPLIES	55.17		
INSURANCE ASSOCIATES, INC.	PD INSURANCE - '01 OLDS	358.00		
LAPORTE MOTOR SUPPLY	PD VEHICLE OPERATING	121.82		
MICHAEL'S CLOTHING	PD SUPPLIES	22.50		
MONTICELLO COMM SCHOOL DISTRICT	PD FUEL	572.03		
TECHNICOM INC	PD TECH SUPPORT FEES	147.00		
UNIFORM DEN INC	PD SUPPLIES	119.12		
		=====		
	POLICE DEPARTMENT	1,395.64		
AQUATIC CENTER				
TYLOR BOHEMAN	POOL PRIVATE LESSONS	27.00		
SPAHN & ROSE LUMBER CO INC	POOL BUILDING SUPPLIES	25.62		
		=====		
	AQUATIC CENTER	52.62		
CEMETERY				
JOHN DEERE FINANCIAL	CEMETERY GROUNDS SUPPLIES	247.99		
MONTICELLO COMM SCHOOL DISTRICT	CEMETERY FUEL	288.47		
		=====		
	CEMETERY	536.46		
SOLDIER'S MEMORIAL BOARD				
DIVISION OF LABOR - ELEVATOR	ELEVATOR PERMIT/INSPECTION	43.75		
		=====		
	SOLDIER'S MEMORIAL BOARD	43.75		
CITY HALL/GENERAL BLDGS				
BAKER PAPER CO INC	CH BUILDING SUPPLIES	52.75		
DIVISION OF LABOR - ELEVATOR	ELEVATOR PERMIT/INSPECTION	87.50		
FP MAILING SOLUTIONS	CH CONTRACTS	81.00		
DOUG HERMAN	CH TRAVEL - ACUMEN SYMPOSIUM	56.68		
MONTICELLO COMM SCHOOL DISTRICT	CH OFFICE SUPPLIES	130.00		
TAMMY MORLEY	CH AUDITORIUM DEPOSIT REFUND	500.00		
TECHNICOM INC	CH TECH SUPPORT FEES	100.00		
		=====		
	CITY HALL/GENERAL BLDGS	1,007.93		
		=====		
	GENERAL	3,036.40		

**ACCOUNTS PAYABLE ACTIVITY  
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	PARKS			
ROBERT P CLAUSSEN	MBC BLDG REPAIR/MAINT	2,117.00		
GREAT JONES COUNTY FAIR	MEETING ROOM RENTAL DEPOSIT	275.00		
MONTICELLO COMM SCHOOL DISTRICT	MBC FUEL	64.15		
		<u>2,456.15</u>		
	PARKS			
		<u>2,456.15</u>		
	MONTICELLO BERNDES CENTER			
		2,456.15		
	AMBULANCE			
	AMBULANCE			
AIRGAS USA, LLC	AMB MEDICAL SUPPLIES	195.48		
AMERIGROUP IOWA INC	AMB OVERPAYMENT REFUND	57.78		
BAKER PAPER CO INC	AMB BUILDING SUPPLIES	55.18		
BOSS OFFICE SUPPLIES & SYS INC	AMB OFFICE SUPPLIES	19.17		
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	1,474.34		
STERICYCLE, INC.	AMB PHARMACEUTICAL DISPOSAL	79.35		
		<u>1,881.30</u>		
	AMBULANCE			
		<u>1,881.30</u>		
	LIBRARY IMPROVEMENT			
	LIBRARY			
BAKER & TAYLOR BOOKS	LIB IMP BOOKS	367.88		
FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS	16.48		
MICRO MARKETING LLC	LIB IMP BOOKS	55.94		
OVERDRIVE	LIB IMP BOOKS	306.55		
		<u>746.85</u>		
	LIBRARY			
		<u>746.85</u>		
	LIBRARY IMPROVEMENT			
	LIBRARY			
	LIBRARY			
BAKER & TAYLOR BOOKS	LIB AUDIO RECORDINGS	175.96		
DIVISION OF LABOR - ELEVATOR	ELEVATOR PERMIT/INSPECTION	43.75		
JOHN DEERE FINANCIAL	LIB PROGRAMS/PROMOTIONS	42.93		
KRAUS PLUMBING & HEATING INC	LIB BLDG REPAIR/MAINT	30.00		
MICRO MARKETING LLC	LIB BOOKS	94.15		
MONTICELLO COMM SCHOOL DISTRICT	LIB OFFICE SUPPLIES	104.00		
NEXT GENERATION PLBG & HTG LLC	LIB BLDG REPAIR/MAINT	78.00		
OVERDRIVE	LIB AUDIO RECORDINGS	58.99		
MADONNA THOMA-KREMER	LIB TRAVEL/CONFERENCE	68.01		

**ACCOUNTS PAYABLE ACTIVITY  
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
MICHELLE TURNIS	LIB ADVERTISING	3.00		
	LIBRARY	698.79		
	LIBRARY	698.79		
	AIRPORT			
	AIRPORT			
ALLIANT ENERGY-IES	20373 HWY 38 TERMINAL BLDG	578.25		
MONTICELLO AVIATION INC	AIRPORT MANAGER	1,980.00		
MONTICELLO COMM SCHOOL DISTRCT	AIRPORT FUEL	94.82		
	AIRPORT	2,653.07		
	AIRPORT	2,653.07		
	ROAD USE			
	STREETS			
ACCENT CONSTRUCTION	RU TREE REMOVAL	560.00		
ALLIANT ENERGY-IES	WELTER DRIVE STREETLIGHTS	135.22		
BROWN SUPPLY CO INC	RU EQUIP REPAIR/MAINT	298.00		
EHRISMAN TREE SERVICE	RU TREE REMOVAL	2,045.00		
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	287.68		
JOSHUA KELCHEN	RU BLDG REPAIR/MAINT	200.00		
DAVID B MCNEILL	RU EQUIP REPAIR/MAINT	11.32		
MONTICELLO COMM SCHOOL DISTRCT	RU FUEL	511.97		
SPAHN & ROSE LUMBER CO INC	RU SUPPLIES	15.98		
	STREETS	4,065.17		
	ROAD USE	4,065.17		
	MYSBA CAPITAL FUND			
	PARKS			
EASTERN IOWA SPORTS FACILITY	MYBSA SPORTS COMPLEX	565.00		
	PARKS	565.00		
	MYSBA CAPITAL FUND	565.00		
	WATER			
	WATER			

**ACCOUNTS PAYABLE ACTIVITY  
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
ANDY'S ELECTRIC INC	WATER BLDG REPAIR/MAINT	185.00		
RYAN HUSMANN	OVERPAYMENT REFUND - DEVANEY	1,059.81		
STEVE INTLEKOFER	OVERPAYMENT REFUND - DOSS	124.45		
JOHN DEERE FINANCIAL	WATER SUPPLIES	30.55		
JODY LIETZ	OVERPAYMENT REFUND	41.41		
MONTICELLO COMM SCHOOL DISTRICT	WATER FUEL	238.11		
RODNEY J. MULLER	OVERPAYMENT REFUND - ONTHANK	100.03		
USA BLUE BOOK	WATER EQUIP REPAIR/MAINT	210.84		
		<u>1,990.20</u>		
	WATER	1,990.20		
		<u>1,990.20</u>		
	CUSTOMER DEPOSITS			
	WATER			
JERRY & SHERRY BEHRENS	WATER DEPOSIT REFUND	17.91		
DAVID BURKHOLDER	WATER DEPOSIT REFUND	14.68		
CITY OF MONTICELLO	SMITH/BRITT	950.59		
KEVIN D DOUGLAS	WATER DEPOSIT REFUND	34.29		
LYNN LAIS	WATER DEPOSIT REFUND	17.91		
WALTER L OLIN III	WATER DEPOSIT REFUND	50.00		
JEFF TELLEEN	WATER DEPOSIT REFUND	84.62		
		<u>1,170.00</u>		
	WATER	1,170.00		
		<u>1,170.00</u>		
	CUSTOMER DEPOSITS	1,170.00		
	SEWER			
	SEWER			
W.W. GRAINGER, INC	SEWER EQUIP REPAIR/MAINT	59.71		
JOHN DEERE FINANCIAL	SEWER EQUIP REPAIR/MAINT	95.45		
LAPORTE MOTOR SUPPLY	SEWER BLDG REPAIR/MAINT	14.68		
MONTICELLO COMM SCHOOL DISTRICT	SEWER OFFICE SUPPLIES	264.14		
		<u>433.98</u>		
	SEWER	433.98		
		<u>433.98</u>		
	SANITATION			
	SANITATION			
CENTRAL IOWA DISTRIBUTING INC	SANITATION SUPPLIES	78.00		
JOHN DEERE FINANCIAL	SANITATION OSHA SUPPLIES	25.98		
JOSHUA KELCHEN	SANITATION BLDG REPAIR/MAINT	200.00		
MONTICELLO COMM SCHOOL DISTRICT	SANITATION FUEL	559.32		
ROLING SANITATION LLC	RESIDENTIAL RECYCLING	5,600.28		

**ACCOUNTS PAYABLE ACTIVITY  
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	SANITATION	6,463.58		
	SANITATION	6,463.58		
	STORM WATER			
	STORM WATER FUND			
LYNCH DALLAS, P.C.	STORMWATER PRO FEES-6TH ST	66.00		
	STORM WATER FUND	66.00		
	STORM WATER	66.00		
**** SCHED	TOTAL ****	26,226.49		
*****	REPORT TOTAL *****	26,226.49		

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

FUND	FUND NAME	TOTAL	CHECK#	DATE
001	GENERAL	3,036.40		
005	MONTICELLO BERNDES CENTER	2,456.15		
016	AMBULANCE	1,881.30		
030	LIBRARY IMPROVEMENT	746.85		
041	LIBRARY	698.79		
046	AIRPORT	2,653.07		
110	ROAD USE	4,065.17		
333	MYSBA CAPITAL FUND	565.00		
600	WATER	1,990.20		
602	CUSTOMER DEPOSITS	1,170.00		
610	SEWER	433.98		
670	SANITATION	6,463.58		
740	STORM WATER	66.00		

<b>City Council Meeting</b> <b>Prep. Date: 06/01/2018</b> <b>Preparer: Doug Herman</b>		<b>Agenda Item:  </b> <b>Agenda Date: 06/04/18</b>
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**Communication Page**

**Agenda Items Description:** Resolution to approve agreement between City of Monticello and Republic (Curbside Recycling and Garbage Agreement)

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

**Attachments & Enclosures:**

Proposed Resolution
Proposed Agreement

**Fiscal Impact:**

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

**Synopsis:** I have been working with the low bidder, Republic, on the terms of an agreement related to contracting curbside sanitation and recycling collection.

**Background Information:** After much discussion and review, and a meeting with a couple council members, the PW Director, and a conversation with the Mayor, the consensus is to move forward with contracting the collection of our curbside solid waste and the continuation of our curbside recycling collection.

Due to many issues late in the week I do not have much time to put all the details together for you in this communication page. With that said, I have reviewed the proposed agreement and feel comfortable with its' language. A copy of the agreement is attached hereto. I may add or modify language slightly over the weekend but the agreement is largely as drafted.

The City will be continuing to oversee, administer, and invoice for the collection of garbage and recycling and based thereon propose that a monthly administrative fee of \$3.00 be added to each account per month to cover those costs.

A current residential user is paying \$14.16 per month for garbage, recycling and yard waste. On top of that fee is the .50 per month equipment replacement fee and the cost of garbage bags purchased by each respective owner. Someone who uses one large bag per week would be paying \$17.91 per month. (Our rates are slated to increase by 3% on July 1<sup>st</sup>, which would increase the monthly rate of \$14.16 to \$14.58)

We will be paying Republic \$14.50 per month for the first year with future years to increase at the rate of 3% per year. With a \$3.00 administrative fee the total monthly bill, for garbage, recycling, and yard

waste would be \$17.50. If the Council moves forward with the proposed contract we would need to amend our Ordinances to accurately set forth the fees moving forward.

The above move to Republic would eliminate the need for “City” garbage bags and would include the provision of a 65 gallon cart for garbage and recycling to each residence and other included commercial entities. Also included with the sanitation collection is the ability to put out one large item per month with the garbage and free collection of garbage and recycling at City owned sites.

**Staff Recommendation:** City Administrator recommends that Council consider approval of the proposed agreement between the City of Monticello and Republic.



# The City of Monticello, Iowa

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

RESOLUTION #18-\_\_

**Approving** Contract for Residential Curbside Garbage and Recycling collection

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

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

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

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

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

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

**IN TESTIMONY WHEREOF,** I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.  
Done this 4<sup>th</sup> day of June, 2018.

Attest:

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

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

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

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

**RECITALS:**

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

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

**AGREEMENT:**

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

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

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

CITY OF MONTICELLO, IA

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**GENERAL SPECIFICATIONS**

**1.0 DEFINITIONS**

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

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

- (a) waste iron from a commercial or industrial activity;
  - (b) waste generated by an industrial process or a pollution control process;
  - (c) waste which may contain free liquids;
  - (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
  - (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
  - (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
  - (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
  - (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
  - (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
  - (j) filter cake sludge wastes from waste water treatment processes;
  - (k) wastes containing any regulated polychlorinated biphenyls; and,
  - (l) ash, sludge, tires and powders.
- 1.22 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 1.23 Waste Material. Waste Material is all nonhazardous Solid Waste (including Garbage, Rubbish Material) that are not excluded by this Contract. Waste Material shall not include any Excluded Waste.
- 1.24 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

## 2.0 SCOPE OF WORK

- 2.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and transport recycling material from residential units, and specifically identified commercial areas within the City to an appropriate Disposal Site. The work shall specifically include the following:
- 2.01.1 Residential Trash Collection. At the premises of Residential Units within the City and serviced by the Contractor, collection shall occur a minimum of once weekly for Solid Waste, Rubbish, and Garbage. Contractor shall provide each Residential Unit and Specific Commercial sites within the City and serviced by the Contractor with one (1) 65 Gallon Cart for the collection of Solid Waste, Rubbish and Garbage collectively.

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

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

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

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

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

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

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

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

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

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

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

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

### **3.0 BASIS OF PRICES AND METHOD OF PAYMENT**

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



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

#### **4.0 COMPLIANCE WITH LAWS**

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

#### **5.0 NON-DISCRIMINATION**

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

#### **6.0 RISK ALLOCATION AND INDEMNITY**

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

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

#### **7.0 LICENSES AND TAXES**

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

#### **8.0 FORCE MAJEURE**

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

#### **9.0 ASSIGNMENT OF CONTRACT**

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

#### **10.0 EXCLUSIVE CONTRACT**

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

#### **11.0 TITLE TO WASTE**

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

#### **12.0 TERMINATION OF CONTRACT**

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

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

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

### **13.0 CONTRACTOR’S PROPERTY**

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

### **14.0 INSURANCE**

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

### **15.0 NEWLY DEVELOPED AREAS**

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

### **16.0 MISCELLANEOUS TERMS**

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

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

**Exhibit B**  
**Insurance Requirements**

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

Workers' Compensation

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

Automobile Liability

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

Commercial General Liability

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

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

**Exhibit C**  
**Contractor's Pricing**

Residential Recycling Rates

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

Residential Trash Rates

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

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

Carts will be delivered to NEW customers at no charge.

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

The carts shall remain the property of Republic Services.

**EXHIBIT D**

**CITY FACILITIES**

City Council Meeting  
Prep. Date: 06/01/2018  
Preparer: Doug Herman



Agenda Item: 2  
Agenda Date: 06/04/18

*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 (to be drafted)

**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. I forwarded to them a draft agreement after looking at regs. in other Cities and have not yet received feedback from them.

**Background Information:** Draft agreement is just that, a draft. I am interested in input from Pasker/Schneiderman as well as the Council. Much of the agreement language was borrowed from ordinances in other communities that deal with situations like this.

I e-mailed the proposed / draft agrmt. to Pasker / Schneiderman on May 29<sup>th</sup> and sent a follow up e-mail today to see if they had any questions / input. I have no feedback to date.

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



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**Prepared by: Doug Herman, 200 E. 1<sup>st</sup> Street, Monticello, IA 52310 Ph. 319.465.3577**  
**Return to: Doug Herman, 200 E. 1<sup>st</sup> Street, Monticello, IA 52310 Ph. 319.465.3577**

## **Fiber Installation Agreement**

### **Re: “Veloxium Fiber”**

**Comes now**, the City of Monticello (City), and Jerry Pasker, Brock Schneiderman, and Garrick Schneiderman, doing business as Veloxium (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):**

- 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.
- 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.
  - 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. For example, if hand holes settle or otherwise “move” so as to create a depression in the ROW or a uneven surface with the hand hole sticking partially above the surrounding earthen surface, the Company, shall upon notice from the property owner or the City, see to the modification/repair within thirty (30) days.
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. **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. 1<sup>st</sup> 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

**E-mail to Jerry Pasker from me dated May 1 at 8:58 a.m. with his responses dated May 1 at 10:52 a.m. in bold print.**

Brock and Jerry:

Trying to come up with a ROW permit and more importantly terms that the Council will agree to. I have been getting questions related to future expansion plans and whether there are any next steps in the works and if not the potential time line for next steps. I believe those I have talked to find the project beneficial, they just find it less beneficial if it only benefits one neighborhood.

**I can't possibly predict next steps or neighborhoods when this one has taken as long as it has. This many months in and we're still twiddling thumbs, it's frustrating, and there's just no way anyone can possibly predict anything future, especially when you throw in the x-factor that is the whim of city council. Our intention is to cover all of Monticello, and out in to surrounding areas as well. It will be dictated by customer demand, not by the whim of someone on council.**

**By definition, politics dictates that every single council person will want their areas they represent hooked up next.**

**Council hasn't dictated that Qwest go bury fiber to neighborhoods when Qwest has put fiber in the ground around Monticello to service a few large businesses. It hasn't dictated that the Cascade Telco bring service to neighborhoods when they buried fiber to a single address in Monticello. It doesn't dictate to Alliant that they run 3 phase power to certain areas that only has single phase service. They let these businesses operate. They need to give us the same courtesy.**

**Furthermore, until the state passed a law requiring that city services be installed in to newly annexed land, the city didn't even install it's own water and sewer utilities in to those areas freshly annexed that couldn't be economically serviced!**

**Economics dictates where private investment invests it's money. Even when it comes to government run sewer and water utilities. I sat on P&Z when the law was coming and the land grab for annexation was on. I saw it all first hand.**

**What we need is a blanket agreement with the city that protects what will eventually amount to millions of dollars of infrastructure investment in Monticello. We need an agreement that says we get to continue to use the right of ways that we invest infrastructure in for a long period of time (decades) moving forward. What we need is something that protects us from the whim of some future council that decides there should be a franchise fee in the future. Like what past councils have done to Alliant, and Mediacom and Black Hills Energy. None of them had franchise fees originally, they were all instituted years after all of these established companies had customers, and these companies decided it was easier to just let the council tax their customers than it was fight local politics.**



We have had loose conversations in regard to a "franchise fee" like we collect from Mediacom, which would be a 3% fee on the charge for service. Other options include a flat fee per account per month. This becomes a bigger deal moving forward, assuming growth, as out of the gate it would not amount to much.

**Not interested in a franchise fee. If the city wants to charge a one time right of way fee that's one thing. If City council wants to use this as a never ending revenue stream on top of current tax revenue this will generate, this will be the first and last neighborhood. The city will get property tax revenues from every foot of cable installed in the ground. Every home that has broadband fiber access sees its worth increase by at least a couple of thousand dollars. 100 homes in that neighborhood, plus taxation on the cable installed equals about another \$250,000 increase in taxable valuation. The city doesn't charge Qwest a franchise fee.**

**I know we approached this wrong when we jumped on burying this as fast as we did, but I'm wondering now if we should have started off asking for tax incentives first?**

**I have no issue showing up to a council meeting and explaining how franchisee fees and taxes will absolutely end this thing before it gets going. "Please, just vote no then, so you can go on record voting against a fiber to the home deployment in your town."**

The agreement would include terms that require the temporary or potentially permanent relocation of your infrastructure for street repair, maintenance, reconstruction purposes. (I have never seen a situation where the infrastructure didn't remain in the ROW, but have seen temporary steps taken to move it out of the way during a reconstruction project.

**Yup, that's standard, assumed/expected.**

What about "one-call"? Who will be marking your lines and how will that work when "one-call" is utilized in that neighborhood, and others down the road.

**We will be registered with Iowa One call. Either the same locate service that other utilities use, or we'd mark it ourselves. Maybe a mix of both as we grown from one neighborhood to more neighborhoods depending on costs. It's in our own best interest to register with One Call, and take care of this, because if it's not marked in 48 hours, we get our investment destroyed with no recourse on the person destroying it. No one is going to build out a fiber network just to not register with One Call and then not mark it. We're not going to commit to stating how we're going to operate these details, and lose flexibility because we told council one thing, but then conditions change and we end up doing something else. We need to get the current duct in the ground to a legal state, before we can even register with One Call.**

Maintenance of hand holes if they sink/etc. and need attention.

**That's our infrastructure investment. It's our responsibility to take care of that like it's Qwest's responsibility to take care of their hand holes, and Mediacom's responsibility to take care of their hand holes, and Alliant's responsibility to take care of their poles. If the agreement states that it's our property and our responsibility to take care of it, then that's fine, because that's how I'd expect it to be.**

Seeding/etc. after construction. (You will need to work out whatever easements you may require with private property owners, the agreement with the City will pertain only to the City Roadway ROW.)

**Isn't that covered in the construction permit each time there's construction? Again, not in our best interest to go rip up the grass and not put it back and alienate customers in a neighborhood where we want to do business... it just makes good sense to be a good neighbor..but that should be part of the construction permit the city issues.**

Some of the above are long-term "agreement" provisions while others are short term construction / installation related provisions. Thoughts? I hope to have a final agreement/permit in the Council packet later this week for Council consideration on Monday May 7th.

**Well I think we need to see the agreement first before we ask council to agree to it.**

City Council Meeting  
Prep. Date: 06/01/18  
Preparer: Doug Herman



Agenda Item: 3  
Agenda Date: 06/04/18

**Communication Page**

**Agenda Items Description:** Resolution to approve Standard Professional Services Agreement between the City of Monticello and Snyder & Associates in regard to the reconstruction of a portion of N. Sycamore Street.

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

**Attachments & Enclosures:**

Resolution
Snyder Agreement

**Fiscal Impact:**

Budget Line Item:	Cap. Projects - Design
Budget Summary:	n/a
Expenditure:	\$206,515
Revenue:	n/a

**Synopsis:** Resolution to approve Standard Professional Services Agreement between the City of Monticello and Snyder & Associates in regard to the reconstruction of portions of N. Sycamore Street.

**Background Information:** The City Council has discussed the reconstruction of N. Sycamore Street between 1<sup>st</sup> and 7<sup>th</sup> and has asked the City Engineer to present a proposed Engineering Services Agreement related thereto.

From a planning standpoint, the project includes the total reconstruction of N. Sycamore from 1<sup>st</sup> to 7<sup>th</sup>, or, potentially, only from 3<sup>rd</sup> to 7<sup>th</sup>. The project will include planning for the undergrounding of overhead lines, period light fixtures, and reconstructed sewer, water, storm water mains where appropriate. Depending upon final project costs/bids the Council may alter the final project to as deemed appropriate. The current, rough, project cost estimate comes in at \$2.6 to \$2.9 million.

The proposed agreement includes design, project letting, bidding and contractual work and comes in at a total estimated cost of \$206,515.

Proposed project schedule would have contracts approved in June, 2018 with project completion in November, 2019. (Construction would commence in April of 2019)

While the City will have to bond for the project, the Council has previously set aside sums to cover nearly all of the engineering fees; additional sums would be covered by the Road Use budget.

**Staff Recommendation:** I recommend that the Council consider the proposed Resolution to approve the Standard Professional Services Agreement between the City of Monticello and Snyder & Associates.

# THE CITY OF MONTICELLO, IOWA

## RESOLUTION #18-\_\_

**Resolution** to approve Standard Professional Services Agreement between Snyder & Associates and City of Monticello in regard to the reconstruction of portion of N. Sycamore Street

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

**WHEREAS**, The City Council has determined it appropriate to proceed with the reconstruction of N. Sycamore Street, either the entire street from 1<sup>st</sup> to 7<sup>th</sup> or potentially that portion from 3<sup>rd</sup> to 7<sup>th</sup>, and

**WHEREAS**, The Council finds that the City Engineer, Snyder & Associates, should be hired to design and oversee the project, and to that end requested and received a proposed Standard Services Agreement from Snyder & Associates for review, and

**WHEREAS**, the proposed agreement provides that Snyder & Associates would design the project, handle the bidding and contractual phases of the project with for the fee of \$206,515, with projected construction costs currently estimated at \$2.6 to \$2.9 million dollars.

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 4<sup>th</sup> day of June, 2018, that the proposed "Standard Professional Services Agreement", between the City of Monticello and Snyder & Associates related to the N. Sycamore Street reconstruction project is hereby approved.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 4<sup>th</sup> day of June, 2018.

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

*Attest:*

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



May 31, 2018

Mr. Doug Herman, City Administrator  
City of Monticello, Iowa  
200 E. 1<sup>st</sup> Street  
Monticello, IA 52310

RE: N. SYCAMORE STREET RECONSTRUCTION

Dear Mr. Herman, Honorable Mayor and Council Members:

Pursuant to your direction we have prepared a Professional Services Agreement (PSA) and Scope of Services (SOS) for the reconstruction of North Sycamore Street from E. 1<sup>st</sup> Street to E. 7<sup>th</sup> Street. The project limits are generally shown in the attached SOS and reflect discussions and guidance provided by Doug Herman and Brant LaGrange. A general project schedule is included in the SOS. The project can be divided into two phases based on necessity as determined at a later date. The SOS does not include storm sewer design. Our planning level opinion of probable costs for reconstructing this section of N. Sycamore Street as described here is \$2,300,000 to \$2,400,000. Rehabilitation of existing N. Sycamore Street pavement between E. 1<sup>st</sup> and 3<sup>rd</sup> Streets can be incorporated into the project as part of this SOS as long as this direction is provided with or prior to Snyder & Associates receiving review comments for the Design Concept.

If approved, please sign and return one copy of the Agreement. We look forward to working with you to make this project successful.

Respectfully,

SNYDER & ASSOCIATES, INC.

Patrick Schwickerath, P.E.  
Project Manager

Enclosure: Professional Services Agreement for N. Sycamore Street Reconstruction



# STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form)

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NOW ON THIS 4th day of June, 2018, **Snyder & Associates, Inc.**,  
5005 Bowling Street S.W., Suite A., Cedar Rapids, IA 52404 (hereinafter, Professional), and  
The City of Monticello  
(hereinafter, Client) do hereby agree as follows:

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Exhibit A Scope of Services**  
**Exhibit**

**Exhibit**  
**Exhibit**

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

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

\_\_\_\_\_ (Client)

**SNYDER & ASSOCIATES, INC. (Professional)**

By: \_\_\_\_\_  
(Authorized agent)

By: Lindsay R. Beaman  
(Authorized agent)

\_\_\_\_\_  
(Printed or typed signature)

Lindsay R. Beaman, P.E.  
(Printed or typed signature)

Route executed copy to:

**SCOPE OF SERVICES  
CITY OF MONTICELLO  
N. SYCAMORE STREET RECONSTRUCTION  
EXHIBIT "A"**

**I. GENERAL**

This Scope of Engineering Services outlines the items required to reconstruct the street and infrastructure within the project limits for N. Sycamore Street from East 1<sup>st</sup> Street to East 7<sup>th</sup> Street.

The project is to generally include the reconstruction of street pavement, sidewalks, water main and sanitary sewer for N. Sycamore Street within the limits described above. The street is to be designed without storm sewer, if practical. This will require gravity drainage for the street, if possible. Subdrain adjacent to the new street is to be included along with connections/outlets to nearby storm sewer. Overhead utilities are to be relocated to underground and decorative street lighting is to be added. Additionally, the block of North Sycamore Street from 1<sup>st</sup> Street to 2<sup>nd</sup> Street is to be analyzed for potential sidewalk narrowing, street widening and adding angled parking to the western side of the street in place of the current parallel parking. The general project limits are shown below.



## II. SCOPE OF WORK

### A. GENERAL

The Engineer shall provide Basic Services, Construction Services and Additional Services as required for the development, design and construction of the above project as follows:

### B. BASIC ENGINEERING SERVICES

The Engineer will provide the basic services as follows:

#### 1. DESIGN SERVICES

- a. Design Survey – The Engineer shall perform the necessary design surveys within the project limits including location and elevation of existing surface features from right-of-way to right-of-way along the N. Sycamore Street project limits, where possible, underground utilities from existing records and field locates by the utility companies as made available.
- b. Design Concept – The Engineer shall prepare a preliminary design concept which shall include the general pavement reconstruction limits, a proposed street profile, a drainage plan (without elevation data), identification of utility conflicts, tree removals and any proposed rehabilitation limits. The design concept shall be submitted to the City with a memo and associated exhibits for their review and general approval. The design concept shall be used for subsequent project design. Modifications to these design parameters by the City may result in additional design services which would need to be approved by the City and invoiced as an Other Service as described below.
- c. Assessment Documentation – The Engineer shall prepare the preliminary Assessment documents for the reconstruction of the N. Sycamore Street within the limits described above. The assessment documents should include the assessment plat and schedule.
- d. Plans, Specifications and Contract Documents – The Engineer shall complete the design for the reconstruction project detailed herein, plans, specifications (generally conforming to the 2018 Iowa Statewide Urban Design and Specifications – SUDAS) and contract documents for the project and shall furnish copies of these documents to the City for review and approval. The comments and review recommendations will then be incorporated into the final plans and specifications. Coordination with franchise utilities regarding conflicts, potential relocation and decorative street lighting shall be included. The following design elements will be included in the preparation of the plan set:
  - Quantity estimate and general notes
  - Construction details
  - Plan and profile sheets including reconstruction and drainage (subdrain) limits
  - Inclusion of subgrade stabilization with geogrid (a geotechnical analysis is not included)
  - Intersection detail plan including drainage and pedestrian ramp design
  - Sanitary sewer plan and profile including service and manhole replacements
  - Water main plan and profile including service, valve and hydrant replacements

- Surface storm water drainage design including intersection analysis. Design is to include subdrain and connection of it to nearby or adjacent storm sewer systems.
  - Construction details including manhole, fire hydrant, utility services, utility backfill specifications, fixture adjustments and special utility accesses
  - Traffic control and staging plan
  - Removal plan
  - Utility relocation plans and/or coordination requirements
  - Lighting analysis and decorative street lighting
  - Construction staging
- e. Opinion of Probable Costs – The Engineer shall prepare an opinion of probable construction costs during the completion of the final design for the project based upon the design developed. Opinions of probable costs prepared by the Engineer represent the best judgments as a design professional familiar with the construction industry. The Engineer does not guarantee that the actual costs will not vary from the cost opinion prepared by the Engineer.
- f. The Engineer shall provide periodic updates in a form that could be provided to the City Council. The Engineer will be in at periodic Council meetings to answer questions related to the progress and schedule of the project.

## 2. ADVERTISING SERVICES

Upon receipt of authorization by the City to proceed the Engineer shall perform the following services for the project:

- a. Preparation of Construction Contract Documents – The Engineer shall assist legal counsel of the City in the preparation of the construction contract documents.
- b. Advertising – The Engineer shall notify Contractors, distribute plan sets, answer questions from potential contractors, subcontractors and suppliers, determine need of and issue addenda (as necessary) and coordinate with City staff during this phase of services.
- c. Bidding – The Engineer shall attend the meeting at which bids are received, shall tabulate the bids and make recommendations to the City Council, in writing, regarding the awarding of the construction contract.

## C. CONSTRUCTION SERVICES

### 1. CONSTRUCTION ADMINISTRATION

- a. Preconstruction Conference – The Engineer shall arrange and conduct a preconstruction conference with the Contractor and City to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
- b. Contractor Payment Requests - The Engineer shall review the requests of the contractor for progress payments and shall approve a request, based on site observations, which recommends payments and is a declaration that the contractor's work has progressed to the point indicated.



- c. Notification of Nonconformance - The Engineer shall notify the City of any known work which does not generally conform to the construction contract, make recommendations to the City for the correction of nonconforming work and, at the request of the City, see that these recommendations are implemented by the contractor.
- d. Shop Drawings - The Engineer shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.
- e. Change Orders - The Engineer shall negotiate and prepare change orders for approval by the City.
- f. Substantially Complete and Final Site Observation - The Engineer shall perform a site observation to determine if the project is substantially complete according to the plans and specifications and make a recommendation on final payment. This shall include the development of a punch list of items to be completed by the contractor for completion along with subsequent site review and correspondence.
- g. If the Contractor exceeds the estimated calendar days in completing construction of the project, or if change orders or project additions require additional calendar days, the Engineer will be compensated for any additional administration, construction observation and staking services when authorized by the City.
- h. Final Acceptance - It is understood that the City will accept any portion of a project only after recommendation by the Engineer. Final acceptance of a project by the City shall not release the Contractor from responsibility that the work is free of defects in materials and workmanship.
- i. Assessment Documentation – The Engineer shall prepare the final Assessment documents for the reconstruction of the N. Sycamore Street within the limits described above. The assessment documents should include the assessment plat and schedule.

## 2. CONSTRUCTION STAKING

The Engineer shall be responsible for providing construction staking for the project. The construction documents will contain a provision that the Engineer will provide one set of stakes for each construction operation of the project. Any staking that is destroyed due to construction will be replaced at the Contractor's expense.

## 3. CONSTRUCTION OBSERVATION

The Engineer will provide periodic site observation for the project during the Construction Phase. The time spent on site is dependent upon the contractor's schedule, rate of progress, and type of work. It is estimated that observation services will be provided on a full time basis during the paving operations and half time during utility installation and site grading. If a contractor requests a waiver of any provisions of the plans and specifications, the Engineer will make a recommendation to the City on the request. The Engineer will give guidance to the project during the construction period, including the following:

- a. Observation of the work for general compliance with plans and specifications.

- b. Keep a record or log of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.
- c. Resident Construction Services provide the Owner with representation at the job site during the Construction Phase of the project, which results in an increase in the probability that the project will be constructed in substantial compliance with the plans and specifications. However, such Resident Services do not guarantee the Contractor's performance. Nor do such Resident Services include responsibility for construction means, techniques, procedures or safety used in constructing the work described in this agreement.
- d. The Engineer will coordinate the acceptance testing and monitoring according to the specifications including the services provided by an independent testing laboratory. Testing services by an independent laboratory may be performed on behalf of the Consultant and included with subsequent invoices.

**D. SCHEDULE**

The project shall generally follow the schedule listed below. The actual schedule may deviate due to unknown project conflicts, project modifications from the City or other unknown conflicts.

<b>Milestones</b>	<b>Date</b>
Contract Approved	June-18
Survey Complete	July-18
Survey Cleanup Complete	July-18
Design Concept Complete	August-18
Preliminary Plans Complete	October-18
Submit final Signed Bid Documents	January-19
File Bid Documents with Clerk	January-19
Bid Letting	February-19
Public Hearing & Award of Project	March-19
Begin Construction	April-19
Estimated 205 Calendar Days for Construction	November-19

**E. OTHER SERVICES**

The City may request Other Services from the Engineer not included in the Scope of Services as outlined. Other Services may include, but not be limited to, expanding the scope of a project or the work to be completed; requesting the development of various documents; extending the time to complete a project through no fault of the Engineer; or requesting additional work items that increase the Engineering Services and corresponding costs. Included in potential additional work items are environmental review, wetland delineation, landscaping plan, easement and/or right-of-way document preparation, jurisdictional agency coordination, property owner meetings, geotechnical services, storm sewer design, modification of the project design following City approval of the design concept and televising of utilities for condition assessment. Upon initiation of Other Services, the Engineer will submit, in writing to the City, the estimated costs. Such costs will be based on the current hourly rates and fixed expenses as outlined in the enclosed Engineer's Standard Fee Schedule.

### **III. COMPENSATION AND TERMS OF PAYMENT**

#### **A. BASIC ENGINEERING SERVICES**

Compensation for the Basic Engineering Services by the Engineer shall be the lump sum of \$206,515.

#### **B. CONSTRUCTION SERVICES**

Compensation for the Construction Services by the Engineer shall be on the basis of hourly rates and will be estimated following the advertisement and letting phase of the project. An amendment to the agreement for Construction Services will be presented to the City.

#### **C. OTHER SERVICES**

Other Services by the Engineer may be required for the project. These services will be based on the current hourly rates and fixed expenses and the City will be billed for actual direct hours spent. The City shall authorize services in by email prior to the Engineer initiating any Other Services.

City Council Meeting  
Prep. Date: 06/01/18  
Preparer: Doug Herman



Agenda Item: Reports  
Agenda Date: 06/04/2018

**Communication Page**

**Agenda Items Description:** Misc. Reports

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

**Attachments & Enclosures:**

Berndes Center floor color schematics
Koob tax analysis
Felton – Lynch e-mails
Hometown Pride Agenda

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Reports / Potential Action:**

- Berndes Center Floor options: See attached color schematics. Will discuss which ones are most appealing to Council. May or may not yet have Park Board input.
- Dave Schoon constructed a fence on D62 that includes a sign that does not meet our Code. Brant did not permit the sign and Dave would like the Council to drive by the sign/fence and consider whether or not a sign such as that should be approved. I don't have many details, only know that the sign is related to his grandson's business that may or may not operate out of that location. The sign is likely too big and is not a monument sign and was not permitted.
- Discussion related to sidewalk ADA compliance. Expectations, City Role, repercussions if not compliant, timing of non-compliant installation, etc. (Two sidewalks have been brought to my attention as being potentially concerning. New sidewalk through a driveway in Northridge and sidewalk in front of Brian Monk's new building. Total compliance would require significant removal and redoing of concrete at both locations.
- Still waiting on asbestos inspection. May be in a position to do a walk through if Council so desires after the meeting.
- Airport Ten-T Hangar. All that is left is seeding / minor grading. Working on potential open house, potential fly-in breakfast connection.
- Welter / Koob Abatement: I have attached hereto documents I shared with Steve Koob during voluntary annexations discussions. No language guaranteeing abatement was in the actual annexation agreement but was a factor in Steve's agreement to the voluntary annexation. Lloyd can reapply and only miss one of the five years of eligibility if approved by our next meeting.

- Flood Mapping: I have new flood maps in my office. Meetings will be held which may be attended by the Public on June 13<sup>th</sup> in the Ren. Center at noon and 6:00 p.m. (I will verify the date and times)
- Mike Felton milkweed discussion: As you are aware we arranged for Mike to work with an “expert” in the field of monarchs and milkweed. He chose to not work with this person. Chief Smith has been in contact with Mr. Felton and he will attend the meeting. Britt will share what he has discussed with Mike and Mike will hopefully be able to respond to your questions. (PLEASE DRIVE BY THE PROPERTY SOMETIME BEFORE THE MEETING)
- Hometown Pride Meeting Update: I have attached an agenda from our recent meeting and will review it with you at the meeting.

# Monticello Berndes Center

766 N. Maple St.  
Monticello, IA 52310

<b>Architect:</b>  Name: N/A Address: Direct:	<b>General Contractor:</b> Name: City of Monticello Iowa Address: 200 E. 1st St Monticello, IA 52310 Direct: ( )	<b>HHAL Job Superintendent:</b> Name: Bob Dudzik E-Mail: BDudzik@andersonladd.com Direct: (812) 362-2141	<b>HHAL PM:</b> Name: Dawn Storing E-Mail: DStoring@andersonladd.com Direct: (812) 362-2141	<b>HHAL Engineer:</b> Name: Lindsey B. Hage E-Mail: LHage@haldemanhorme.com Direct: (812) 466-7177	<b>HHAL Sales Rep:</b> Name: Noah Johnson E-Mail: NJohnson@andersonladd.com Direct: (812) 362-2133
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**General Notes:**

**Working Conditions**  
The building is enclosed and weather tight. All wet and trowel trades work is completed. Permanent heat, light, and ventilating equipment is installed and operating, maintaining a temperature range of 55 to 78 degrees Fahrenheit, and a relative humidity range of 35-50%.

**Concrete Tolerances**  
The concrete slab shall be troweled smooth and level to a tolerance of +/- 1/8" in a 10' radius. Anderson Ladd will mark with paint any areas requiring remedial repair, stating the area where the work is to be completed and how much, fill + 1/4" (up), or grind - 3/8" (down). In situations where the concrete slab is found unacceptable, it is the general contractor's responsibility to correct such unsatisfactory work by machine grinding and/or filling. The general contractor shall assume the full responsibility for proper and permanent bonding of leveling or fillers.

**Concrete Cures**  
The curing of any concrete slab depends upon the type of construction, grade location of the building, local water table, climatic condition at time placement, environmental conditions after placement, and moisture barrier design and placement.

Effective October 1, 2011, the Maple Flooring Manufacturers Association will recognize relative humidity (RH) testing for reading concrete moisture levels within a slab prior to flooring installation. NFMA recommends that the relative humidity level for a concrete slab for a non-glue down maple floor system is 85% or lower, and for glue down systems the relative humidity is 75% or lower.

Anderson Ladd will visit and test once the slab is, at a minimum, 60 days cured. We will report our findings in writing to the general contractor.  
NOTE: The RH testing measures the inside moisture of the concrete not the emissions. *It has been taking many slabs an average of 120 days to pass the RH test, causing major scheduling delays.*

**Site Conditions**  
The room is clear of all materials, all overhead work including mechanical, lighting, backstops, and scoreboards are installed and working. The concrete floor is broom cleaned, and free from all debris. Anderson Ladd is not responsible for any damages caused by other sub-contractors.

- Floor direction to be selected and hoops shall be installed prior to flooring installation.
- Anderson-Ladd is not responsible for final cleaning.
- All colors may vary. Reference color chart for exact color.
- Exterior thresholds, furnished by --- and installed by ---.
- Lighting, electrical, sewer and their cover plates, furnished by --- and installed by ---.
- Disposal of hazardous waste, by ---.

**Project specific Notes:**

- Ramps, furnished by --- and installed by ---.
- Floor sleeves, furnished by --- and installed by ---.
- Cover plates, furnished by --- and installed by ---.
- Stage floors - pit covers, and bullnose edging by ---.
- Stage floors - painting, by ---.
- Joint sealant, by ---.
- Wall base furnished by --- and installed by ---.
- Wood Floors: (2) Coats of oil based sealer, and (2) coats of oil based finish.
- Synthetic Floors: (1) coats of Topcoat, Advise color(s).
- Basketball court lines are dimensioned to inside of game line striping, all other courts are dimensioned to the outside of game line striping.
- Exact location of basketball courts will be determined by location of basketball backstops. All other game markings are dimensioned from basketball courts or directly from the walls.

**Approval Stamps / Notes:**

*PMQ.C.*



Haldeman-Horme, Inc. Headquarters  
430 Industrial Boulevard  
Minneapolis, Minnesota 55413

100% Employee Owned and Driven

An employee owned company engaged in the distribution of educational, industrial and institutional equipment.

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Info@andersonladd.com

www.storba.com  
Call us Toll Free: 1-844-647-6687  
Info@storba.com

www.aacenterpediatrics.com  
Call us Toll Free: 1-855-284-0394  
Info@aacenterpediatrics.com

These drawings remain the property of Haldeman-Horme/Anderson-Ladd. They are loaned, subject to be returned upon demand, and upon the express condition that they not be used directly or indirectly in any way detrimental to Haldeman-Horme/Anderson-Ladd. They are furnished for the sole intent of engineering and installation for products supplied by Haldeman-Horme/Anderson-Ladd. Haldeman-Horme/Anderson-Ladd does not guarantee their accuracy to, nor warrant their fitness for use by others.

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Date Issued: Issued By: May 22, 2018 57452
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## **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**

	<b>Voluntary Annexation</b>	<b>Involuntary Annexation</b>
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	? <sup>1</sup>

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

Please advise at your earliest convenience.

Doug Herman

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<sup>1</sup> 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.

## Doug Herman

---

**From:** Becki Lynch <dax080@hotmail.com>  
**Sent:** Thursday, April 12, 2018 5:16 PM  
**To:** Doug Herman; creyner  
**Subject:** Fw: 228 South Chestnut  
**Attachments:** 228 S Chestnut Image.jpg

Hi, Doug -- Since I sent this e-mail, Casey and I have communicated, but Mike has not responded or made any attempt to communicate -- we agreed that this must be his project, and at this point, my calendar is filling up with pollinator activities, so I am not as optimistic that Mike, even if he promises, will follow-up as needed to reconstruct his property into a functional and aesthetically pleasing pollinator habitat. Frankly, I don't have the time to advise and help someone who is not dependable with communication and follow through. If he had gotten in touch, the timeline would have been developed -- and we would have been ready to go as soon as I got back in April. Now, I couldn't even look at it until mid- to late May, which is too late for effective clean-up, pruning, and removal of invasive plants. Sorry, but I don't have time to spend with him --- Casey -- you opinion?

Becki

**From:** Becki Lynch <BeckiL@outlook.com>  
**Sent:** Wednesday, February 21, 2018 7:12 AM  
**To:** creyner; Doug Herman; Michael Felton; Becki Lynch  
**Subject:** Re: 228 South Chestnut

*on next page*

Hi! Well, it will be in the mid-80's today in Florida, so it seems both winter AND spring are over down here -- whew!

I've reviewed our notes from last Fall, and the aerial photo, and suggest we proceed with the following steps this spring --

1. The first major task will be the deconstruction of the present landscape, and I'm sure this step will take up most of the season. Hopefully, new plants can be added in the Fall. What does all that mean?
2. **Mike, were you able to remove the large shrubs/sucker trees close to the house yet?** Please let us know your plans and timeline. If you do not wish to remove them, they at least need to be severely pruned. They are not effective pollinator plants, and detract from the aesthetics of the property. Also, please clear out the hardscape items around the house so we can easily work in the beds. They can be reintroduced later --
3. I will be back the 3rd. week of April and will set up a couple of work dates before then to dig milkweed plants, review the other areas, and dig any other plants we would like to remove or move. **Mike, of course we will work around your schedule** - it can be on the weekend, no problem, so please let me know what would work for you. **It would be great if Casey could be present at least part of the day so**



Doug Herman

Felton

**From:** Becki Lynch <BeckiL@outlook.com>  
**Sent:** Wednesday, February 21, 2018 7:12 AM ✓  
**To:** creyner; Doug Herman; Michael Felton; Becki Lynch  
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3. I will be back the 3rd. week of April and will set up a couple of work dates before then to dig milkweed plants, review the other areas, and dig any other plants we would like to remove or move. **Mike, of course we will work around your schedule** - it can be on the weekend, no problem, so please let me know what would work for you. **It would be great if Casey could be present at least part of the day so the City is aware and approves of the site work.** Mike, hopefully you have family/friends who will be available to help us on those days.
4. Generally, the blue areas will be completely cleared of MW and other perennials. Glyphosate (Round-up) will be carefully used in the dig holes to eliminate the tap root. The hole will be covered, and grass seed can be applied on the top within a week. **The area next to the street should also be treated at this time.**
5. The borders of all the beds (red areas) will be defined and dug, which will finalize the shape and size of all the beds. All plants outside the beds will be removed.
6. On the work days, I will brainstorm with Mike (and Casey?) to finalize the designs for the red areas on the map -- starting with the beds closest to the house.
7. The only new plants added for 2018 will be zinnias, which can be broadcast seeded in late May to a 2 foot strip bordering the south house bed. I will bring the seed for you, Mike.

I think that's enough for now -- we'll have a great start on the season, and setting the backbone of an exemplary Pollinator Garden -- the first year!

Any questions, ideas -- let me know? Do we have a plan?

Will see you in April --

Becki

**Sent:** Thursday, October 12, 2017 12:11 PM

**To:** Doug Herman; Becki Lynch; Michael Felton; Becki Lynch

**Subject:** RE: 228 South Chestnut

Becki, Mike, and Doug,

Here are the few notes I jotted down, as well as a map with some highlighted areas that reflect our discussion. If anything seems wrong or that I have neglected to include anything please let me know. Thank you.

Best Regards,

## **Casey Reyner**

The City of Monticello, Iowa  
Parks & Facilities Superintendent  
319.465.6640

---

**From:** Doug Herman

**Sent:** Thursday, October 12, 2017 9:34 AM

**To:** Becki Lynch <BeckiL@outlook.com>; Michael Felton <mjfelto2@gmail.com>; Becki Lynch <dax080@hotmail.com>

**Cc:** creyner <creyner@ci.monticello.ia.us>

**Subject:** RE: 228 South Chestnut

Becki and Mike:

My schedule has created a problem for me this morning and I will not be able to be present. However, our Superintendent of Parks and Facilities will be present. He has been "briefed" and will be a good person to be involved as he may get some ideas from Becki that could be utilized by the City in some of our natural areas.

Thanks for getting together and working on this it is very much appreciated.

## ***Douglas D. Herman***

City Administrator  
City of Monticello  
200 E. 1<sup>st</sup> Street  
Monticello, IA 52310  
Phone: 319.465.3577  
[dherman@ci.monticello.ia.us](mailto:dherman@ci.monticello.ia.us)

---

**From:** Becki Lynch [<mailto:BeckiL@outlook.com>]

**Sent:** Thursday, October 12, 2017 8:28 AM

**To:** Michael Felton <[mjfelto2@gmail.com](mailto:mjfelto2@gmail.com)>; Doug Herman <[dherman@ci.monticello.ia.us](mailto:dherman@ci.monticello.ia.us)>; Becki Lynch <[dax080@hotmail.com](mailto:dax080@hotmail.com)>

**Subject:** Re: 228 South Chestnut

Great! I'll be there at 10:00 a.m. this (Thursday) morning --

Becki

---

**From:** Michael Felton <mjfelto2@gmail.com>  
**Sent:** Wednesday, October 11, 2017 11:56 PM  
**To:** Doug Herman; [BeckiL@outlook.com](mailto:BeckiL@outlook.com); Becki Lynch  
**Subject:** Re: 228 South Chestnut

Hi Becki and Doug,

I did not think we could begin so quickly and was out of town Tuesday and Wednesday, sorry about being out of touch,

I will take Thursday the 12th off to make the 10:00 meeting,

I have begun image uploads and will share the master folder with sub folders by date,

Thank you,

Michael J. Felton  
228 South Chestnut  
Monticello, Iowa

home phone  
319-465-6966

On Wed, Oct 11, 2017 at 4:29 PM, Doug Herman <[dherman@ci.monticello.ia.us](mailto:dherman@ci.monticello.ia.us)> wrote:

Please keep me in the loop and I will try to be available. Friday this week will not work for me but anytime tomorrow can be made to work.

Doug

---

**From:** Becki Lynch [mailto:[dax080@hotmail.com](mailto:dax080@hotmail.com)]  
**Sent:** Wednesday, October 11, 2017 4:22 PM  
**To:** Michael Felton <mjfelto2@gmail.com>  
**Cc:** Doug Herman <[dherman@ci.monticello.ia.us](mailto:dherman@ci.monticello.ia.us)>  
**Subject:** Re: 228 South Chestnut

Hi Mike! Since I haven't heard, and don't have a phone #, I'm going to assume tomorrow won't work -- how about suggesting some times you are available instead?

I'll wait to hear from you -- Becki

---

**From:** Becki Lynch <BeckiL@outlook.com>  
**Sent:** Tuesday, October 10, 2017 10:04 AM  
**To:** Michael Felton; [dax080@hotmail.com](mailto:dax080@hotmail.com)  
**Cc:** Doug Herman  
**Subject:** Re: [228 South Chestnut](#)

Hi, Michael -- Was wondering if I met you at a presentation -- I hope I can help turn your property into a beautiful habitat! I know you are fully aware of the help our pollinators need, so this is going to be fun!!

I'll be in Monticello this Thursday (the 12th.) to meet with a friend for lunch -- so how about before? Say 10:00 a.m.? Rain or shine -- and could you send me the pics so I can do some thinking before hand?

And Doug -- perhaps you would like to come, or someone from the City? Just want to have super open communication throughout the process -- hopefully, we're setting the precedent for other homeowners in Monticello --

Looking forward to seeing you!

Becki

---

**From:** Michael Felton <[mjfelto2@gmail.com](mailto:mjfelto2@gmail.com)>  
**Sent:** Monday, October 9, 2017 11:34 AM  
**To:** [beckil@outlook.com](mailto:beckil@outlook.com); [dax080@hotmail.com](mailto:dax080@hotmail.com)  
**Subject:** Fwd: 228 South Chestnut

Hi Becki,

Learned much from the classes this past year,

look forward to working with you on my yard and will give you access to google drive images from this summer,

MJF

----- Forwarded message -----  
**From:** Michael Felton <[mjfelto2@gmail.com](mailto:mjfelto2@gmail.com)>  
**Date:** Mon, Oct 9, 2017 at 11:30 AM  
**Subject:** 228 South Chestnut  
**To:** [dherman@ci.monticello.ia.us](mailto:dherman@ci.monticello.ia.us)

Hi Doug,

I look forward to working with Becki Lynch on this project, day or night, any time.

I can do the sidewalk to curb removal later today.

MJF

From: Doug Herman <[dherman@ci.monticello.ia.us](mailto:dherman@ci.monticello.ia.us)>

Sent: Friday, October 6, 2017 3:13 PM

To: Michael Felton

Subject: RE: yard condition

Mike:

The ISU Extension office has found a person for us to meet with in regard to your yard, milkweed, pollinators, etc. The contacts name is Becki Lynch. She did not give me any specific dates that we could meet, however, indicated that she would be available sometime after October 15th. Are there any days of the week or time of day that would be better for you to meet? At this point any options are fine as I do not know if Becki will be looking at a day or a night meeting.

On a related note, I continue to get push from the Council that all milkweed between the sidewalk and the curb needs to go, regardless of any meeting. Will you agree to remove the milkweed located in those areas or to at least cut it down to less than 8" while we work through this?

Thanks and I look forward to hearing from you.

Douglas D. Herman

City Administrator

City of Monticello

200 E. 1st Street

Monticello, IA 52310

Phone: 319.465.3577

[dherman@ci.monticello.ia.us](mailto:dherman@ci.monticello.ia.us)

# City of Monticello, Iowa

[www.ci.monticello.ia.us](http://www.ci.monticello.ia.us)

Hometown Pride Committee Meeting

May 30, 2018 at 5:00 p.m.

Monticello Community Building, 200 E. 1<sup>st</sup> Street, Monticello, Iowa

-Call to Order – 5:00 p.m.

-Attendance

-Agenda Addition / Agenda Approval

## **Discussion:**

1. Hometown Pride Purposes and Goals (One Page Handout)
  - a. Heart & Soul (One Page Handout)
    - i. Promote Community Celebrations
    - ii. Welcome Newcomers
    - iii. Support Business Ventures
    - iv. Improve School Facilities
    - v. Establish Recreational Trails
    - vi. Expand Childcare Options
2. Willow Park Trail
3. Fountain Park
4. WTC 9/11 Memorial
5. Community Building Clock Tower
6. School “Vote Yes” Update
7. Next meeting \_\_\_\_\_?

# Hometown Pride Program

*What is the purpose of the Hometown Pride Program?*

- *Building stronger communities.*
- *Developing sustainable futures.*
- *Helping Iowa communities restore pride by improving their local image and appearance.*
- *Enhancing economic and cultural vitality.*
- *Designed to enhance community cultural and economic vitality - Strengthening the community and increasing its chance for not simply survival but growth and continued pride.*

**The goal is to deliver a sense of stability and empowerment so that communities can implement plans and programs**

- Assists smaller communities in rural Iowa
- Provides that long term professional assistance (coach)
- Empowers local citizens to become engaged in community projects
- Involves youth through service learning
- Increases effectiveness of local tools and programs
- Furnished a toolkit of resources
- Works to improve appearance and pride of communities
- Focuses on both cultural and economic projects
  - Facilities
  - Roadways
  - Homes
  - Signage
  - Community entry way
  - Parks

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*Get involved!*

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What are you passionate about?

How can your talents contribute to the success  
of these projects?

We need your help! Volunteers from our Heart & Soul team can help connect you with these projects that will strengthen Monticello's future. If you'd like to get involved in one of the six projects please contact:

**Promote Community Celebrations**

Leann Herman  
leannherman@live.com

**Improve School Facilities**

Aimee Hospodarksy  
aimee\_hospo@hotmail.com

**Welcome Newcomers**

Ellen Strittmatter  
estrittm@yahoo.com

**Establish Recreational Trails**

Shannon Poe  
shannonpoe@hotmail.com

**Support Business Ventures**

Dusty Embree  
director@jonescountydevelopment.com

**Expand Childcare Options**

Contact NAME  
EMAIL

To learn more about Monticello Heart & Soul visit:

[www.heartandsoulmonticello.com](http://www.heartandsoulmonticello.com)

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