

City of Monticello, Iowa

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Posted on July 13, 2018 at 5:00 p.m.

Monticello City Council Regular Meeting July 16, 2018 @ 6:00 p.m.
Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

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

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

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

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

Approval of Council Mtg. Minutes	July	02, 2018
Approval of Payroll	July	05, 2018
Approval of Bill List		
Approval of May, 2018 Treasurer's Report		
Approval of June, 2018 Treasurer's Report		
Approval of FY '18 Treasurer's Report		
Approval of transfer of Chamber of Commerce Liquor License to Pocket Park for 7/26 Uptown Thursday Night.		
Approval of Happy Joes Liquor License (Transfer to new owner...pending)		

Public Hearings: None

Resolutions:

1. **Resolution** to approve Tax Abatement Application Re: Residential Improvements constructed at 510 Locust Court, Monticello, Iowa.
2. **Resolution** to approve Pay Request #9 from Schaus-Vorhies related to the Monticello Airport Ten-T Hangar project in the amount of \$14,411.25.
3. **Resolution** to approve Pay Request #6 in the amount of \$15,681.23, and Change Order #2 in the amount of \$1,344 submitted by Taylor Construction, Inc. Re: 2017 E. 1st Street Bridge Replacement Project.

4. **Resolution** to approve pay request from Snyder & Associates related to Airport Ten-T Hangar Project.
5. **Resolution** to approve E. 1st Street Culvert Removal and Swale Construction project.
6. **Resolution** to approve Karde's (Highway 38) Pole Sign request.
7. **Resolution** to approve the Plat of Survey to Parcels 2018-48, 2018-49, and 2018-50.

Ordinances:

8. **Ordinance** to re-zone property located at 203 E. 9th Street from R-1 Single Family Residential to R-3 Multi Family Residential and Condominium District. 3rd Reading
9. **Ordinance** to amend fees related to Transient Merchants. 2nd Reading.
10. **Ordinance** to amend Chapter 68, Code of Ordinances, One-Way Traffic, by adding alleyway between S. Walnut Street and S. Gill Street.

Reports / Potential Action:

- Sidewalk inspection / repair update
- Willow Park Trail and 9/11 Memorial Grants
- Sanitation Update Dumpsters, Curbside Garbage and Curbside Recycling
- Police Department Activity report for May, 2018
- Fireworks
- School Resource Officer Consideration

Abatement Notice Hearing

- Erin Devilbiss

Closed Session

- **Closed Session** to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

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
July 2, 2018 – 6:00 P.M.
Community Media Center

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

Yeoman moved to approve the agenda, as amended by adding the approval of the Plat of Survey to Parcel 2018-39, Russ seconded, roll call unanimous.

Kay Junion, 245 N Arminda Ave, inquired if there was a link on City Website to access the City Code, ordinances and resolutions. Wolken stated the City Website and City Code is being updated and once complete it would be available. Copies of the Code Book are available at City Hall and the Library.

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

Yeoman moved to approve Resolution #18-81 Approving William M. Delay Tax Abatement related to Residential Improvements constructed at 513 Locust Court, Monticello, Iowa, seconded by Goedken, roll call unanimous.

Herman reviewed the proposed AIP Grant agreement with the FAA to update the Airport Master Plan and Airport Layout Plan. Herman reported that the GIS mapping of the airport and environmental studies account for a significant portion of the proposed costs. Yeoman moved to approve Resolution #18-82 Accepting FAA Grant Agreement, project No. 3-19-0061-009-2018, Monticello Airport Master Plan and Airport Layout Plan Documents and directing the City's Designated Official to execute said grant agreement, Pratt seconded, roll call unanimous.

Herman reviewed the Plat of Survey to Parcel 2018-39 for Jim Kraus property on Hwy D62 within the two-mile jurisdiction. A portion of his home actually lies on his neighbor's property and they have negotiated the transfer of 0.24 acres to Kraus to remedy this issue. Herman explained that the P & Z Board has not reviewed the Plat of Survey as it came in right after their last meeting, however, due to time constraints of the parties a request was made to the Council to consider the parcel for approval. Goedken moved to approve Resolution #18-83 Approving Plat of Survey to Parcel 2018-39, seconded by Russ, roll call unanimous.

Goedken moved to suspend the rule requiring three separate readings of an ordinance and that Ordinance #715 amending Chapter 105, "SOLID WASTE CONTROL", be considered placed upon its final passage and adopted, Pratt seconded, Roll call vote unanimous.

Regular Council Meeting – Official
July 2, 2018

Goedken moved to suspend the rule requiring three separate readings of an ordinance and that Ordinance #716 amending Chapter 106, "COLLECTION OF SOLID WASTE", be considered placed upon its final passage and adopted, Pratt seconded, Roll call vote unanimous.

Goedken moved Ordinance #717 amending Chapter 165, "ZONING REGULATIONS", of certain property located within the City Limits of the City of Monticello, same being generally described as 203 E 9th Street, Monticello, IA 52310, legally described as set forth below, and amending the Official Zoning Map, second reading and in title only, Yeoman seconded, roll call unanimous.

Goedken introduced and moved Ordinance #718 amending Chapter 122, "Peddlers, Solicitors and Transient Merchants", first reading and in title only, Russ seconded, roll call unanimous.

Herman reviewed the proposed changes to the sidewalk and building permits, including ADA language, additional applicant certifications and provisions for a non-refundable \$25 application fee with additional building permit fees to be paid upon approval. No action taken.

Herman reported that the Park & Rec interview committee recommended that Shannon Poe be hired to fill the Park & Recreation Superintendent position; she will start on July 9th.

Herman indicated that staff continues to field calls with questions related to recent changes in sanitation and recycling collection. Herman reported that he was going to begin enforcement action related to dumpster collections in town that were not consistent with the City Code. The Council was supportive of this plan.

Herman reported that he has prepared Ten-T Hangar leases that will be considered for approval by the Airport Board. When full the hangar will produce over \$15,000 in annual revenue.

Herman handed out a copy of the letter Hinrichsen received from Jo Provencher, 145 N Maple asking the Council to reconsider the pit bull ban. Yeoman asked the Police Chief whether or not he was aware of pit bulls being in the City limits at this time as suggested by the letter. Smith indicated that he was unaware of existing pit bulls in the City limits.

Smith stated that Mark Cottrell, 431 Bradview Ct., expressed concerns related to traffic on alleyway adjacent to his home. Smith recommended that the alleyway be considered for a one-way designation, entering on the west end near Gill Street and exiting onto Walnut Street. Smith will mail a letter to property owners to seek their input. Consensus of the Council was to have ordinance prepared for consideration.

Schwickerath reviewed potential improvements to the shoulders of E 1st Street both to the west and east of the bridge. Yeoman explained that prior to the bridge project he had a 6" berm and a swale that channeled water to the creek and he would like to see curb and gutter put in. Schwickerath stated that he would work with the IDOT on plan proposals. Schwickerath recommended paved shoulders and no curb and gutter on the west side.

Herman reported that he has talked to Brain Monk about removing culverts under East First Street and to create a swale on the disc golf course to carry water to Kitty Creek that used to pass through said culverts.

Regular Council Meeting – Official
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Schwickerath discussed South Cedar St. storm sewer repairs. He explained that an Army Corp of Engineers permit may be required depending upon the repair process. Goedken stated that it looked like there were some continuing problems with the wall and suggested that the Council meet on site to review and discuss options with Schwickerath.

Pratt moved to adjourn at 7:25 P.M.

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

PAYROLL - JULY 5, 2018

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	June 18 - July 1, 2018				
Evan Barry	\$ 254.10	\$ -	0.00	0.00	\$ 215.37
Chris Bell	53.44	-	0.00	0.00	45.72
Jeremy Bell	707.85	-	0.00	0.00	530.75
Brian Bronemann	143.36	-	0.00	0.00	122.63
Carter Bronemann	1,415.70	-	0.00	0.00	1,020.08
Dawn Brus	1,395.00	-	0.00	0.00	1,005.68
Stephen Fasnacht	99.12	-	0.00	0.00	84.78
Jacob Gravel	108.90	-	0.00	0.00	43.15
Drew Haag	85.12	-	0.00	0.00	75.94
Mary Intlekofer	2,325.75	465.15	0.00	0.00	1,519.06
Brandon Kent	1,885.52	24.92	0.00	0.00	1,223.85
Matt Kunkle	221.50	-	0.00	0.00	168.48
Jim Luensman	221.50	-	0.00	0.00	182.07
Lori Lynch	1,860.60	-	0.00	0.00	1,229.97
Dave McNeill	171.52	-	0.00	0.00	145.72
Christopher Moore	2,664.90	888.30	0.00	0.00	1,599.36
Amanda Norton	122.80	-	0.00	0.00	105.05
Shelly Searles	2,226.08	365.48	0.00	0.00	1,646.26
Sabrina Strella	61.12	-	0.00	0.00	52.28
Brenda Surom	531.60	-	0.00	0.00	399.26
TOTAL AMBULANCE	\$ 16,555.48	\$ 1,743.85	0.00	0.00	\$ 11,415.46
CEMETERY	June 16 - 29, 2018				
Caleb Herman	\$ 180.00	\$ -	0.00	0.00	\$ 166.26
Max Keleher	150.00	-	0.00	0.00	138.53
Dan McDonald	1,608.00	-	0.00	0.00	1,138.03
TOTAL CEMETERY	\$ 1,938.00	\$ -	0.00	0.00	\$ 1,442.82
CITY HALL	June 17 - 30, 2018				
Cheryl Clark	\$ 1,666.68	\$ 30.68	0.00	0.00	\$ 1,101.09
Doug Herman	3,720.71	-	0.00	0.00	2,667.24
Sally Hinrichsen	2,427.38	-	0.00	0.00	1,611.64
Nanci Tuel	1,396.00	-	0.00	0.00	915.17
TOTAL CITY HALL	\$ 9,210.77	\$ 30.68	0.00	0.00	\$ 6,295.14
FIRE					
Drew Haag	\$ 100.00	\$ -	0.00	0.00	\$ 89.22
Nick Kahler	60.00	-	0.00	0.00	51.32
Don McCarthy	125.00	-	0.00	0.00	106.93
Billy Norton	100.00	-	0.00	0.00	85.54
TOTAL FIRE	\$ 385.00	\$ -	0.00	0.00	\$ 333.01
LIBRARY	June 18 - July 1, 2018				
Molli Hunter	\$ 261.08	\$ -	0.00	0.00	\$ 221.68
Penny Schmit	1,000.01	-	0.00	0.00	730.73
Madonna Thoma-Kremer	920.01	-	0.00	0.00	567.61
Michelle Turnis	1,538.40	-	0.00	0.00	971.98
TOTAL LIBRARY	\$ 3,719.50	\$ -	0.00	0.00	\$ 2,492.00

PAYROLL - JULY 5, 2018

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
MBC	June 18 - July 1, 2018				
Jacob Oswald	\$ 1,846.15	\$ -	0.00	0.00	\$ 1,382.31
TOTAL MBC	\$ 1,846.15	\$ -	0.00	0.00	\$ 1,382.31
POLICE	June 18 - July 1, 2018				
Peter Fleming	\$ 503.76	\$ -	0.00	0.00	\$ 389.21
Dawn Graver	2,220.96	-	0.00	0.00	1,536.01
Erik Honda	1,992.38	33.44	0.00	0.00	1,474.59
Jordan Koos	2,151.24	-	0.00	0.00	1,553.84
Britt Smith	2,825.36	-	0.00	0.00	2,056.19
Madonna Staner	1,450.40	-	0.00	0.00	1,091.08
Brian Tate	2,109.24	-	0.00	0.00	1,437.36
Robert Urbain	1,325.44	-	0.00	0.00	992.33
TOTAL POLICE	\$ 14,578.78	\$ 33.44	0.00	0.00	\$ 10,530.61
ROAD USE	June 16 - 29, 2018				
Billy Norton	\$ 1,608.00	\$ -	0.00	0.00	\$ 1,003.45
Wayne Yousse	1,608.00	-	0.00	0.00	1,091.34
TOTAL ROAD USE	\$ 3,216.00	\$ -	0.00	0.00	\$ 2,094.79
SANITATION	June 16 - 29, 2018				
Michael Boyson	\$ 1,572.00	\$ -	0.00	0.00	\$ 1,078.45
Caleb Herman	460.00	-	0.00	0.00	424.78
Nick Kahler	1,705.99	97.99	0.00	0.00	1,143.84
Max Keleher	330.00	-	0.00	0.00	304.75
TOTAL SANITATION	\$ 4,067.99	\$ 97.99	0.00	0.00	\$ 2,951.82
SEWER	June 16 - 29, 2018				
Tim Schultz	\$ 1,668.00	\$ -	0.00	0.00	\$ 1,304.84
Jim Tjaden	1,936.00	-	0.00	0.00	1,383.73
TOTAL SEWER	\$ 3,604.00	\$ -	0.00	0.00	\$ 2,688.57
SWIMMING POOL	June 15 - 28, 2018				
Sophia Ahlrichs	\$ 45.41	\$ -	0.00	0.00	\$ 41.93
Sydney Ballou	262.00	-	0.00	0.00	241.96
Allyson Bartachek	46.00	-	0.00	0.00	42.48
Rylee Bauer	414.05	-	0.00	0.00	355.21
McKenna Bell	420.39	-	0.00	0.00	388.23
Mya Boffeli	403.49	-	0.00	0.00	338.50
Aubree Fairley	526.00	-	0.00	0.00	485.76
Matthew Fokken	71.30	-	0.00	0.00	65.85
Jaelyn Graver	111.00	-	0.00	0.00	102.51
Leah Holub	122.00	-	0.00	0.00	112.67
Ashley Jenkins	357.01	-	0.00	0.00	329.70
Karle Kramer	42.00	-	0.00	0.00	38.79
Luke Lambert	148.00	-	0.00	0.00	136.10
Madison G. Lambert	236.60	-	0.00	0.00	217.50
Raleigh Lambert	822.50	-	0.00	0.00	685.27
Lilly Lambert-Lanczs	655.09	-	0.00	0.00	604.97
Kain Luensman	184.00	-	0.00	0.00	165.75

PAYROLL - JULY 5, 2018

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
SWIMMING POOL (cont.)					
Tyler Luensman	56.00	-	0.00	0.00	51.72
Kyan Martensen	96.00	-	0.00	0.00	88.66
Macy McDonough	435.18	-	0.00	0.00	401.89
Tyler Nealson	228.00	-	0.00	0.00	199.98
Elizabeth Petersen	212.00	-	0.00	0.00	195.79
Madeline Stadtmueller	216.00	-	0.00	0.00	199.48
Brooklyn Stark	54.00	-	0.00	0.00	49.87
Maci Welter	186.00	-	0.00	0.00	166.40
Andrue Wright	176.00	-	0.00	0.00	162.54
TOTAL SWIMMING POOL	\$ 6,526.02	\$ -	0.00	0.00	\$ 5,869.51
WATER					
	June 16 - 29, 2018				
Brant LaGrange	\$ 2,070.89	\$ -	0.00	0.00	\$ 1,446.80
Jay Yanda	1,856.00	-	0.00	0.00	1,324.90
TOTAL WATER	\$ 3,926.89	\$ -	0.00	0.00	\$ 2,771.70
TOTAL - ALL DEPTS.	\$ 69,574.58	\$ 1,905.96	0.00	0.00	\$ 50,267.74

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

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

	GENERAL			
	POLICE DEPARTMENT			
BLADE PEST CONTROL INC	PD PEST CONTROL	41.00		
DIGITAL ALLY, INC.	PD DVM-800 CAMERA	4,635.00		
KONICA MINOLTA BUSINESS	PD OFFICE SUPPLIES	81.59		
LAPORTE MOTOR SUPPLY	PD VEHICLE OPERATING	7.81		
MEDIACOM	PD TELEPHONE	86.33		
MICHAEL'S CLOTHING	PD SUPPLIES	16.00		
MONTICELLO COMM SCHOOL DISTRICT	PD FUEL	924.95		
NEXT GENERATION PLBG & HTG LLC	PD BLDG REPAIR/MAINT	35.16		
TCM BANK NA	PD VERTEX SPEAKERS	171.34		
TRI COUNTY PROPANE LLC	PD FUEL	101.58		
U.S. CELLULAR	PD CELL PHONES	197.34		
UNIFORM DEN INC	PD SUPPLIES	190.28		
		=====		
	POLICE DEPARTMENT	6,488.38		
	AQUATIC CENTER			
BAKER PAPER CO INC	POOL BUILDING SUPPLIES	99.48		
FAREWAY STORES #840-1	POOL CONCESSIONS	138.54		
KRIS GOBELI	POOL PRIVATE LESSONS REFUND	100.00		
HYGIENIC LABORATORY	LAB TESTS	13.00		
RILEIGH LAMBERT	POOL PRIVATE LESSONS	615.00		
LILLY LAMBERT-LANCZOS	POOL PRIVATE LESSONS	100.00		
LASLEY ELECTRIC LLC	POOL DIGITAL CLOCK	1,022.18		
MEDIACOM	POOL TELEPHONE	44.92		
MONTICELLO EXPRESS INC	POOL OFFICE SUPPLIES	15.99		
MONTICELLO YOUTH BASEBALL	POOL CONCESSIONS	85.75		
MYERS-COX CO.	POOL CONCESSIONS	3,099.99		
NEXT GENERATION PLBG & HTG LLC	POOL EQUIP REPAIR/MAINT	130.00		
PEPSI COLA BOTTLING CO	POOL CONCESSIONS	313.90		
TCM BANK NA	POOL OFFICE SUPPLIES	639.70		
		=====		
	AQUATIC CENTER	6,418.45		
	CEMETERY			
JOHN DEERE FINANCIAL	CEMETERY GROUNDS SUPPLIES	96.54		
LINDA KAHLER	PUBLIC WORKS CLOTHING	54.00		
M TOWN TIRE & AUTO	CEMETERY EQUIP REPAIR/MAINT	31.00		
MONTICELLO COMM SCHOOL DISTRICT	CEMETERY FUEL	395.18		
MONTICELLO EXPRESS INC	CEMETERY ADVERTISING	83.20		
		=====		
	CEMETERY	659.92		
	SOLDIER'S MEMORIAL BOARD			

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
MEDIACOM	SLDR MEM TELEPHONE	25.17		
	SOLDIER'S MEMORIAL BOARD	25.17		
	ATTORNEY			
LEXISNEXIS	ATTORNEY RESEARCH	144.00		
	ATTORNEY	144.00		
	CITY HALL/GENERAL BLDGS			
BLADE PEST CONTROL INC	CH PEST CONTROL	68.00		
BOSS OFFICE SUPPLIES & SYS INC	CH OFFICE SUPPLIES	427.86		
KIM FITCH	CH AUDIT DEPOSIT REFUND	500.00		
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK	297.00		
JONES CO SAFE & HEALTHY	CH CONTRIBUTIONS	2,000.00		
MEDIACOM	CH TELEPHONE	159.42		
MONTICELLO EXPRESS INC	CH ADVERTISING	328.21		
TCM BANK NA	CH RESTROOM SIGNS	24.97		
	CITY HALL/GENERAL BLDGS	3,805.46		
	GENERAL	17,541.38		
	MONTICELLO BERNDES CENTER			
	PARKS			
BAKER PAPER CO INC	MBC BUILDING SUPPLIES	54.90		
JOHN DEERE FINANCIAL	MBC EQUIP REPAIR/MAINT	483.97		
MEDIACOM	MBC TELEPHONE	42.92		
MONTICELLO COMM SCHOOL DISTRCT	MBC FUEL	46.24		
MONTICELLO EXPRESS INC	MBC TBALL/SBALL/BBALL CERT	34.20		
TCM BANK NA	MBC LEAGUE SUPPLIES	311.54		
	PARKS	973.77		
	MONTICELLO BERNDES CENTER	973.77		
	FIRE			
	FIRE			
BAKER PAPER CO INC	FIRE SUPPLIES	52.75		
MEDIACOM	FIRE TELEPHONE	42.92		
MONTICELLO COMM SCHOOL DISTRCT	FIRE FUEL	149.48		
	FIRE	245.15		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	FIRE	245.15		
	AMBULANCE			
	AMBULANCE			
ALADTEC, INC.	AMB SOFTWARE	1,395.00		
BLADE PEST CONTROL INC	AMB PEST CONTROL	41.00		
DAWN BRUS	AMB EQUIP REPAIR/MAINT	65.15		
FAREWAY STORES #840-1	AMB CLEANING SUPPLIES	4.27		
KLOCKE'S EMERGENCY VEHICLES	AMB EQUIP REPAIR/MAINT	79.52		
MEDIACOM	AMB TELEPHONE	86.33		
MONTICELLO COMM SCHOOL DISTRCT	AMB FUEL	590.20		
MONTICELLO EXPRESS INC	AMB OFFICE SUPPLIES	105.15		
MONTICELLO SPORTS	AMB UNIFORM SHIRTS	290.00		
NEXT GENERATION PLBG & HTG LLC	AMB BLDG REPAIR/MAINT	35.15		
PHOEBE RHOADES	AMB OVERPAYMENT REFUND	50.00		
TCM BANK NA	AMB POSTAGE	11.99		
U.S. CELLULAR	AMB CELL PHONES	68.10		
ZOLL MEDICAL CORPORATION	AMB EQUIP REPAIR/MAINT	1,795.00		
	AMBULANCE	4,616.86		
	AMBULANCE	4,616.86		
	POLICE IMPROVEMENT			
	POLICE DEPARTMENT			
ROBERT P CLAUSSEN	POLICE IMP 9/11 MEMORIAL	700.00		
	POLICE DEPARTMENT	700.00		
	POLICE IMPROVEMENT	700.00		
	LIBRARY IMPROVEMENT			
	LIBRARY			
FAREWAY STORES #840-1	LIB IMP SUMMER READING PROGRAM	18.01		
MONTICELLO EXPRESS INC	LIB IMP PROGRAMS/PROMOTIONS	175.30		
TCM BANK NA	LIB IMP SUMMER READING PROGRAM	351.51		
MICHELLE TURNIS	LIB IMP PROGRAMS/PROMOTIONS	25.00		
	LIBRARY	569.82		
	LIBRARY IMPROVEMENT	569.82		
	LIBRARY			

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	LIBRARY			
ANAMOSA PUBLICATIONS	LIB SUBSCRIPTION	39.00		
BAKER & TAYLOR BOOKS	LIB BOOKS	460.74		
COLIBRI SYSTEMS NORTH AMERICA	LIB OFFICE SUPPLIES	892.08		
CULLIGAN TOTAL WATER	LIB BUILDING SUPPLIES	5.50		
FAREWAY STORES #840-1	LIB PROGRAMS/PROMOTIONS	9.07		
JOHN DEERE FINANCIAL	LIB OFFICE SUPPLIES	9.99		
KRAUS PLUMBING & HEATING INC	LIB BLDG REPAIR/MAINT	72.00		
MEDIACOM	LIB TELEPHONE	117.47		
MICRO MARKETING LLC	LIB AUDIO RECORDINGS	413.00		
OVERDRIVE	LIB BOOKS	760.47		
STATE LIBRARY OF IOWA	LIB PROCESSING	312.76		
TCM BANK NA	LIB BOOKS	748.89		
TEI LANDMARK AUDIO	LIB AUDIO RECORDINGS	1,200.00		
MICHELLE TURNIS	LIB ADVERTISING	12.00		
		<u>5,052.97</u>		
	LIBRARY	<u>5,052.97</u>		
	SUPER MAC FUND			
	SUPER MAC FUND			
TCM BANK NA	SUPER MAC VIMEO PRO	199.00		
	SUPER MAC FUND	<u>199.00</u>		
	SUPER MAC FUND	<u>199.00</u>		
	AIRPORT			
	AIRPORT			
BAKER PAPER CO INC	AIRPORT BUILDING SUPPLIES	32.64		
HELLE FARM EQUIPMENT, INC.	AIRPORT EQUIP REPAIR/MAINT	401.13		
JOHN DEERE FINANCIAL	AIRPORT EQUIP REPAIR/MAINT	204.76		
MCALEER WATER CONDITIONING INC	AIRPORT BUILDING SUPPLIES	55.55		
MONTICELLO COMM SCHOOL DISTRICT	AIRPORT FUEL	221.82		
		<u>915.90</u>		
	AIRPORT	<u>915.90</u>		
	ROAD USE			
	STREETS			
BROWN SUPPLY CO INC	RU EQUIP REPAIR/MAINT	64.00		
HUGHES GARAGE & AUTO SALES LLC	RU EQUIP REPAIR/MAINT	1,633.86		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
JOHN DEERE FINANCIAL	RU OSHA SUPPLIES	22.78		
LINDA KAHLER	PUBLIC WORKS CLOTHING	174.00		
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT	11.32		
M TOWN TIRE & AUTO	RU EQUIP REPAIR/MAINT	108.00		
MEDIACOM	RU TELEPHONE	42.92		
MONTICELLO COMM SCHOOL DISTRCT	RU FUEL	371.30		
MONTICELLO MACHINE SHOP INC	RU EQUIP REPAIR/MAINT	10.08		
NAYLOR SEED COMPANY	RU TREE REMOVAL	190.00		
		=====		
	STREETS	2,628.26		
		=====		
	ROAD USE	2,628.26		
	TIF PROJECT			
	CAPITAL PROJECTS			
NEXT GENERATION PLBG & HTG LLC	TIF - PUBLIC SAFETY BLDG	123.69		
		=====		
	CAPITAL PROJECTS	123.69		
		=====		
	TIF PROJECT	123.69		
	CAPITAL IMPROVEMENT			
	CAPITAL PROJECTS			
KRAUS KUSTOM BUILDERS	CAP IMP - HAIL REPAIRS	6,280.00		
		=====		
	CAPITAL PROJECTS	6,280.00		
		=====		
	CAPITAL IMPROVEMENT	6,280.00		
	BATY DISC GOLF COURSE			
	PARKS			
BARD MATERIALS	BATY DG SIGN	379.75		
MONTICELLO COMM SCHOOL DISTRCT	BATY DG FUEL	38.91		
WEBER STONE CO INC	BATY DG SIGN	195.00		
		=====		
	PARKS	613.66		
		=====		
	BATY DISC GOLF COURSE	613.66		
	WATER			
	WATER			
BROWN SUPPLY CO INC	WATER SYSTEM	255.00		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
HACH COMPANY	WATER LAB SUPPLIES	96.98		
HYGIENIC LABORATORY	WATER LAB TESTS	52.00		
IOWA DEPT OF NATURAL RESOURCES	WATER DUES	435.98		
J&R SUPPLY INC	WATER SYSTEM	200.00		
JOHN DEERE FINANCIAL	WATER EQUIP REPAIR/MAINT	53.97		
LINDA KAHLER	PUBLIC WORKS CLOTHING	78.00		
LASLEY ELECTRIC LLC	WATER EQUIP REPAIR/MAINT	73.50		
DAVID B MCNEILL	WATER SUPPLIES	36.00		
MONTICELLO COMM SCHOOL DISTRCT	WATER FUEL	312.43		
		<u>1,593.86</u>		
	WATER	1,593.86		
		<u>1,593.86</u>		
	WATER	1,593.86		
	SEWER			
	SEWER			
CAMPBELL SUPPLY	SEWER HAMMER DRILL	433.97		
FAREWAY STORES #840-1	SEWER LAB SUPPLIES	11.88		
HACH COMPANY	SEWER LAB SUPPLIES	89.04		
HYGIENIC LABORATORY	SEWER LAB TESTS	1,048.50		
JOHN DEERE FINANCIAL	SEWER BLDG REPAIR/MAINT	531.06		
LINDA KAHLER	PUBLIC WORKS CLOTHING	156.00		
LASLEY ELECTRIC LLC	SEWER EQUIP REPAIR/MAINT	2.99		
MC2, INC.	SEWER SYSTEM	106.97		
MONTICELLO COMM SCHOOL DISTRCT	SEWER FUEL	312.43		
TCM BANK NA	SEWER POSTAGE	145.15		
TRI COUNTY PROPANE LLC	SEWER UTILITIES	480.12		
		<u>3,318.11</u>		
	SEWER	3,318.11		
		<u>3,318.11</u>		
	SEWER	3,318.11		
	SEWER CAPITAL IMPROVEMENT			
	SEWER			
SNYDER & ASSOCIATES, INC	SEWER FACILITY EVALUATION	4,500.00		
		<u>4,500.00</u>		
	SEWER	4,500.00		
		<u>4,500.00</u>		
	SEWER CAPITAL IMPROVEMENT	4,500.00		
	SANITATION			
	SANITATION			
CAMPBELL SUPPLY	SANITATION HAMMER DRILL	433.98		
JOHN DEERE FINANCIAL	SANITATION SUPPLIES	26.97		
JONES COUNTY SOLID WASTE	SANITATION LOAD TICKETS	8,132.00		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
LINDA KAHLER	PUBLIC WORKS CLOTHING	48.00		
MONTICELLO COMM SCHOOL DISTRCT	SANITATION FUEL	374.95		
REPUBLIC SERVICES	RESIDENTIAL RECYCLING	14,992.32		
		<u>24,008.22</u>		
	SANITATION	24,008.22		
		<u>24,008.22</u>		
	SANITATION	24,008.22		
	STORM WATER			
	STORM WATER FUND			
KEN-WAY TRUCKING LLC	STORMWATER MAINTENANCE	1,050.00		
STEVE MONK CONSTRUCTION, LTD.	STORMWATER MAINTENANCE	630.00		
SNYDER & ASSOCIATES, INC	SIXTH STREET DITCH PROJECT	2,400.00		
		<u>4,080.00</u>		
	STORM WATER FUND	4,080.00		
		<u>4,080.00</u>		
	STORM WATER	4,080.00		
**** SCHED TOTAL ****		77,960.65		
**** REPORT TOTAL ****		<u>77,960.65</u>		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS FUND SUMMARY**

FUND	FUND NAME	TOTAL	CHECK#	DATE
001	GENERAL	17,541.38		
005	MONTICELLO BERNDES CENTER	973.77		
015	FIRE	245.15		
016	AMBULANCE	4,616.86		
026	POLICE IMPROVEMENT	700.00		
030	LIBRARY IMPROVEMENT	569.82		
041	LIBRARY	5,052.97		
045	SUPER MAC FUND	199.00		
046	AIRPORT	915.90		
110	ROAD USE	2,628.26		
325	TIF PROJECT	123.69		
332	CAPITAL IMPROVEMENT	6,280.00		
338	BATY DISC GOLF COURSE	613.66		
600	WATER	1,593.86		
610	SEWER	3,318.11		
613	SEWER CAPITAL IMPROVEMENT	4,500.00		
670	SANITATION	24,008.22		
740	STORM WATER	4,080.00		

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

Reviewed by: [Signature]

Fund	Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Clerk's Cash In Bank	Clerk's Cash In Bank	Investments	Investments	Ending Fund Balance
GENERAL FUNDS:															
	General	662253.40	106856.04	1522.67		78067.87	28866.67	663697.57	610.00	621455.15	41632.42	5022.60	6450.31		663697.57
	Soldiers Memorial Board	12890.25	300.00	129.50		1717.34		11472.91	100.00	125744.48	7298.46				11472.91
	Monticello Berrides Center	151296.18	1695.50	6.51		19978.24		133142.94		6616.60					133142.94
	Dare	6610.09		22.41		786.04		6616.60		11418.95	9922.75				6616.60
	Insurance Fund	22105.33	330.00	36.51		3339.00		21341.70		34053.34					21341.70
	Monticello Trees Forever	37025.83		195.63		2355.35		34053.34		71115.22	190616.66				34053.34
	Fire	127866.10	136035.50	35.61	18866.67	31752.15		261731.88		55786.62	30338.90				261731.88
	Ambulance Operating	74399.23	24576.16	11.05		167.59		86125.52		13813.87					86125.52
	Hotel/Motel Tax Fund	11200.31	2770.10					13813.87		237.44					13813.87
	Earl F Lehmann Trust	237.44						237.44		500.00					237.44
	Street Bond	500.00						500.00		-2758.37					500.00
	Police Improvement	2300.31	7.00	5.20				2312.51		12801.54	5070.88				2312.51
	Library Improvement	40487.82	100.00	41.06		122.15		40506.73		27705.19					40506.73
	Library	5884.66	854.82	5.72	10000.00	10659.55		6085.65	75.00	5998.81	11.84				6085.65
	Equipment Set-A-Side	102828.36		104.46				102932.82		28717.60	74215.22				102932.82
	Super Mac	11145.38		11.04		1414.40		9742.02		8194.46	1547.56				9742.02
	Airport	24257.04	18090.86	23.92		4791.21		37580.61		37580.61					37580.61
	Revolving Loan Fund	36396.19	75.00	37.34				36508.53		1054.84	35453.69				36508.53
SPECIAL REVENUE FUNDS:															
	Road Use Tax	636283.16	45595.60			13260.13		668618.63		286618.63	380000.00				668618.63
	Employee Benefits	422087.27	19356.56	433.64		26592.43		415285.04		127595.36	287889.68				415285.04
	TIF Tax Collections	761339.38	28394.56	654.54				790388.48		669223.05	121165.43				790388.48
	Slawka Gehret Trust	203886.54		210.00		679.90		203416.64		-1194.00	204810.64				203416.64
	Police Forfeiture Acct	824.01		0.82				824.83		824.83					824.83
DEBT SERVICE FUNDS:															
	Debt Service	381100.74	17221.02	376.04				398697.80		387462.15	11235.65				398697.80
	TIF - Debt Payments	0.00						0.00							0.00
PERMANENT FUNDS:															
	Park Improvements	16245.88		16.59				16262.48		2336.47	13826.01				16262.48
	Library Capital Improvement	4000.00		3.95				4003.95		4003.95					4003.95
	Ambulance Improvements	53872.39	3230.50	55.01				57157.90		11538.61	45619.29				57157.90
	TIF Projects	5336.87						5336.87		5336.87					5336.87
	Cemetery Improvements	69767.78	92.50	238.26				70098.54		2178.29	67920.25				70098.54
	Cap Imp - FAC	12216.93		12.55				12229.48			12229.48				12229.48
	Youth Baseball & Softball	-428824.16	304655.86			9837.81		-134006.11		-134006.11					-134006.11
	Low Income Housing	-7977.44	6244.70	14.81		5664.70		-7397.44		-7397.44					-7397.44
	MDC Funds	14408.11						14422.92		-4003.68	14422.92				14422.92
	Baty Disc Golf Course	-4003.68						-4003.68							-4003.68
	Mary Maxine Redmond Trust	24300.54		22.99		2012.08		22311.45		22142.45	169.00				22311.45
	Pocket Park	8629.47		8.85		124.24		8514.08		153.99	8360.09				8514.08
	Cemetery Perpetual Care	11664.58	1300.00	11.50		1555.17		11420.91		11420.91					11420.91
ENTERPRISE FUNDS:															
	Charles S Bidwell Book Trust	161895.80	102.50	87.30				161998.30		3197.90	158800.40				161998.30
	Joma Mary Baker Trust	84876.10		41.91				85063.40		217.56	84845.84				85063.40
	Water Operating	85665.97	36096.22	84.81		28002.28		40863.54		402.89	40460.65				40863.54
	Customer Deposits	89280.70	1430.00			460.00		93844.72		86108.09	7736.63				93844.72
	Water Capital Improvements	2364.07	410.87	48.04				90250.70		8678.14	81572.56				90250.70
	Sewer Operating	85319.31	47627.64	85.23		34057.75		2822.98		2406.59	416.39				2822.98
	Sewer Capital Improvements	115542.35	409.90	159.69				96974.43		72471.24	26503.19				96974.43
	Sanitation	99292.26	36965.32	101.95		39515.39		116111.94		115190.76	921.18				116111.94
	Sanitation Capital Improvements	58702.10	818.80	59.59				96944.14		-1041.93	97886.07				96944.14
	Storm Water Fund	-15850.05	2392.88			156.88		59590.49		18482.85	41097.84				59590.49
AGENCY FUNDS															
	Flex Spending	228.30	38.46					-13714.05		-13714.05					-13714.05
	Enterprise Flex Spending	240.62	115.38					266.76		266.76					266.76
	Self Funded Insurance	0.00	1024.24			1024.24		356.00		356.00					356.00
INTERNAL REVENUE FUND															
	TOTAL OF ALL FUNDS	4323211.46	845214.48	4916.70	28866.67	5022.60	28866.67	4855248.76	785.00	2711350.85	2131402.76	5260.04	6450.31	0.00	4855248.76

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

Bank Balance		
General Checking	\$2,730,179.72	
Property Tax & Water	\$2,131,402.76	
Soldiers Memorial Ckg	\$5,957.94	
Earl F Lehmann Trust	\$237.44	
	<hr/>	
Total Bank Balance		\$4,867,777.86
Plus (Minus) Adjustment:		
Bank Charge/Error	\$0.00	
	<hr/>	
Total Adjustment		\$0.00
Plus Outstanding Credit Card Pymt:		
Credit Card Payments	\$38.09	
	<hr/>	
Total Outstanding Credit Card Pymts		\$38.09
Less Outstanding Checks:		
Financial/Payroll	\$18,867.16	
Soldiers Memorial	\$935.34	
	<hr/>	
Total Outstanding Checks		\$19,802.50
Plus Investments:		
Time Certificates	\$6,450.31	
Petty Cash	\$785.00	
	<hr/>	
Total Investments		\$7,235.31
Treasurer's Balance		\$4,855,248.76

Prepared By: Sally Hinrichsen 7/5/18
Sally Hinrichsen, City Clerk

Reviewed by: Doug Herman 7/5/18
Doug Herman, City Administrator

City of Monticello - Monthly Summary - June 1st thru 30th, 2018

Reviewed by: *William* 7/10/18

Fund	Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Investments	Clerk's Cash In Bank	Ending Fund Balance	
GENERAL FUNDS:														
	General	663697.57	76124.70	5317.61		87200.55	28866.67	629072.66	610.00	584466.68		43995.98	629072.66	
	Soldiers Memorial Board	11472.91	1161.17	1.87		96.00		11378.78	100.00	109514.14		7323.29	11378.78	
	Monticello Berndes Center	6616.60		242.26		17608.94		116937.43		6631.79		9951.69	116937.43	
	Dare	21341.70		15.19		35.38		21357.48		11405.79			21357.48	
	Insurance Fund	34053.34	290.00	51.16				34423.71		34423.71			34423.71	
	Monticello Trees Forever	261731.88	1430.91	803.57		939.61		263026.75		-78239.23			263026.75	
	Fire	86125.52	20058.60	229.50		39711.07		85569.22		55127.00		150000.00	85569.22	
	Ambulance Operating	13813.87		29.89		18866.67		13703.80		13703.80			13703.80	
	Hotel/Motel Tax Fund	237.44		0.09				237.53				237.53	237.53	
	Earl F Lehmann Trust	500.00						500.00		500.00			500.00	
	Street Bond	2312.51	308.00	20.69				2641.20		-2446.92		5088.12	2641.20	
	Police Improvement	40506.73	2247.14	145.49		1103.16		41796.20		13979.47		27816.73	41796.20	
	Library Improvement	6085.65	468.42	24.17		9719.04		6859.20	75.00	6772.32		11.86	6859.20	
	Library	102932.82		303.42		10000.00		103236.24		28768.21		74468.03	103236.24	
	Equipment Set-A-Side	9742.02		21.89		1435.59		8328.32		6773.53		1554.79	8328.32	
	Super Mac	37580.61	19125.83	115.47		3693.07		53128.84		53081.70		47.14	53128.84	
	Airport	36508.53	75.00	123.08				36706.61		1132.17		35574.44	36706.61	
	Revolving Loan Fund	68618.63	37303.63			57671.64		648250.62		268250.62		380000.00	648250.62	
SPECIAL REVENUE FUNDS:														
	Road Use Tax	415285.04	4099.06	1100.06		29394.06		391100.10		102557.44		288542.66	391100.10	
	Employee Benefits	780388.48	13368.82	1320.78		51742.00		118604.30		121674.28		205307.63	240278.58	
	TIF Tax Collections	203416.64		697.38				204114.02		-1193.61			204114.02	
	Slavka Gehret Trust	824.83		2.00				826.83		826.83			826.83	
	Police Forfeiture Acct.	398697.80	4253.18	512.14		590071.25		70019.14		58745.23		11273.91	70019.14	
DEBT SERVICE FUNDS:														
	TIF - Debt Payments	0.00				513057.50		0.00					0.00	
	Park Improvements	16262.46		52.79				16315.27		2341.86		13973.42	16315.27	
	Library Capital Improvement	4003.95	386.66	5.91				4009.86		4009.86			4009.86	
	Ambulance Improvements	57157.90		178.92				57721.48		11946.81		45774.67	57721.48	
	TIF Projects	5336.87						5336.87		5336.87			5336.87	
	Cemetery Improvements	70098.54	332.50	767.69				71198.73		2523.42		68675.31	71198.73	
	Cap Imp - FACCC	12229.48		41.63				12271.11					12271.11	
	Capital Improvements	-134006.11				35744.27		-169750.38		-169750.38			-169750.38	
	Youth Baseball & Softball	-7397.44				565.00		-7962.44		-7962.44			-7962.44	
	Low Income Housing	14422.92		49.08				14472.00		-4003.68		14472.00	14472.00	
	MDC Funds	-4003.68						-4003.68		18446.82		169.55	-4003.68	
	Baty Disc Golf Course	22311.45		50.91		3745.99		18616.37		154.74		8388.55	18616.37	
	Mary Maxine Redmond Trust	8514.08		29.21				8543.29					8543.29	
	Pocket Park	11420.91		29.37				11450.28		11450.28			11450.28	
PERMANENT FUNDS:														
	Cemetery Perpetual Care	161998.30	372.50	286.72				162370.80		-146429.60		158800.40	162370.80	
	Charles S Bidwell Book Trust	85063.40		138.93				85350.12		218.04		85132.08	85350.12	
	Joma Mary Baker Trust	40863.54						41002.47		403.77		40598.70	41002.47	
ENTERPRISE FUNDS:														
	Water Operating	93844.72	35533.20	341.49		19354.71	98894.13	11470.57		3628.66		7841.91	11470.57	
	Customer Deposits	90250.70	1220.00	172.63		1170.00		90300.70		8728.14		81572.56	90300.70	
	Water Capital Improvements	2822.98	418.04	289.90		21979.30		3413.65		2856.95		556.70	3413.65	
	Sewer Operating	98974.43	44576.15	289.90		147022.20		-25151.02		-51754.47		26593.45	-25151.02	
	Sewer Capital Improvements	118111.94	419.01	429.99				116960.94		115897.74		1063.20	116960.94	
	Sanitation	96844.14	38574.96	336.76		34283.59		101492.27		3272.78		98219.49	101492.27	
	Sanitation Capital Improvements	59580.49	839.01	184.35				60603.85		19366.02		41237.83	60603.85	
	Storm Water Fund	-13714.05	2467.38	1.67		16464.07		-38420.01		-38420.01			-38420.01	
AGENCY FUNDS														
	Flex Spending	286.78	36.46					305.22		305.22			305.22	
	Enterprise Flex Spending	356.00	115.38					471.38		471.38			471.38	
INTERNAL REVENUE FUND														
	Self Funded Insurance	0.00	56.13			56.13		0.00					0.00	
TOTAL OF ALL FUNDS														
		4855248.76	305663.84	14544.03	798551.44	1536951.88	798551.44	3638504.75	785.00	1166423.74	2139679.70	5164.13	306452.18	0.00
								3638504.75					3638504.75	

City of Monticello
Cash On Hand By Bank
For June 30, 2018

[Signature] 7/10/2018

Bank	Amount	Interest rate	Maturity date	Length of investment	Purpose
F & M Bank					
Total by Bank	\$0.00				
Citizens State Bank					
Savings # 6025641	\$237.44	0.500	N/A		Earl F Lehmann Trust
Total by Bank	\$237.53				
Dutrac Credit Union					
Total by Bank	\$0.00				
Regions Banks					
Checking # 0002959379	\$5,201.60				
CD #89100344	\$6,452.18	0.05	N/A 1/18/2019	212 days	Soldiers Memorial Soldiers Memorial
Total by Bank	\$11,653.78				
Fidelity Bank & Trust					
CD #129109	\$300,000.00	2.652	6/22/2019	12 months	Fire/Cem Perp Care
	\$300,000.00				
Ohnward Bank & Trust					
General Ckg/Sweep #40002008	\$1,250,332.25	1.25	N/A		General Checking
Property Tax & Water #40001992	\$2,139,679.70	1.25	N/A		General Savings
Total by Bank	\$3,390,011.95				
Total Cash on Hand- All Banks	\$3,701,903.26				
Plus Petty Cash	\$785.00				Clerk's Office, Library, Aquatic Center and Berndes Center
Adjust Bank Error	\$0.00				
Plus Outstanding Credit Card Pymt	\$367.43				
Less Outstanding Checks	\$64,550.94				
Treasurer's Balance	\$3,638,504.75				

All of the accounts referenced above are "City" accounts, reported under the City Federal I.D. #. This is an all inclusive list of such accounts, including all Clerk's Office and Departmental Checking Accounts, same being subject to review during the annual City audit. In addition to the above accounts, the following component units, while legally separate entities from the City, are considered by the auditor to be "so intertwined with the City" that they are also subject to review during the City audit.

- Riverside Gardeners, Inc
- Monticello Firefighters Organization, Inc
- Monticello Emergency Medical Team
- Friends of the Monticello Public Library
- Monticello Youth Baseball & Softball Assn

City of Monticello - Fiscal Year Summary - July 1, 2017 thru June 30, 2018

Reviewed by: *Adrian 7/10/2018*

Fund	Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Clerk's Cash In Bank	Investments	Ending Fund Balance	
GENERAL FUNDS:														
	General	483130.82	187958.79	18648.93	0.00	109042.88	862243.00	629072.66	610.00	584466.68	43995.98	0.00	629072.66	
	Soldiers Memorial Board	11830.25	4325.00	3.74	0.00	4780.21	0.00	11378.78	100.00	109514.14	0.00	6452.18	11378.78	
	Monticello Bemdes Center	54953.96	55270.36	774.84	184000.00	178061.73	0.00	118937.43		6631.79	7323.29	0.00	116937.43	
	Dare	5162.38	1875.00	57.41	0.00	263.00	0.00	6631.79		11405.79	9951.69	0.00	6631.79	
	Insurance Fund	16180.32	0.00	218.26	20000.00	15041.10	0.00	21357.48		34423.71	0.00	0.00	21357.48	
	Monticello Trees Forever	40338.58	950.00	382.35	0.00	7247.22	0.00	34423.71		191265.98	0.00	150000.00	34423.71	
	Fire	217706.28	181174.65	3210.16	103843.00	202907.35	40000.00	263026.75		55127.00	30442.22	0.00	263026.75	
	Ambulance Operating	37724.49	314903.96	737.21	226400.00	484196.44	10000.00	85569.22		13703.80	0.00	0.00	85569.22	
	Hotel/Motel Tax Fund	8061.96	17476.00	108.81	0.00	11942.97	0.00	13703.80		0.00	0.00	0.00	13703.80	
	Earl F. Lehmann Trust	237.17	0.00	0.36	0.00	0.00	0.00	237.53		0.00	0.00	0.00	237.53	
	Street Bond	250.00	1000.00	0.00	0.00	750.00	0.00	500.00		500.00	0.00	0.00	500.00	
	Police Improvement	9945.47	2889.00	103.98	0.00	10297.25	0.00	2641.20		-2446.92	5088.12	0.00	2641.20	
	Library Improvement	30079.10	20048.39	522.58	0.00	8653.87	0.00	41796.20		13979.47	27816.73	0.00	41796.20	
	Library	7841.16	26818.82	112.39	120000.00	143912.87	4000.00	6859.20	75.00	6772.32	11.88	0.00	6859.20	
	Equipment Set-A-Side	73390.84	8661.00	1184.40	20000.00	0.00	0.00	103236.24		28769.21	74468.03	0.00	103236.24	
	Super Mac	7222.73	0.00	82.22	20000.00	18976.63	0.00	8328.32		6773.53	1554.79	0.00	8328.32	
	Airport	83295.93	89011.27	661.72	0.00	64334.71	54505.37	53128.84		53081.70	47.14	0.00	53128.84	
	Revolving Loan Fund	35212.43	975.00	518.18	0.00	0.00	0.00	36706.61		1132.17	35574.44	0.00	36706.61	
SPECIAL REVENUE FUNDS:														
	Road Use Tax	521126.64	484332.19	0.00	0.00	357208.21	0.00	648250.62		268250.62	380000.00	0.00	648250.62	
	Employee Benefits	371526.75	407029.80	4904.91	0.00	392361.06	0.00	391100.10		102557.44	288542.86	0.00	391100.10	
	TIF Tax Collections	231386.95	677166.76	5555.00	0.00	152717.13	521115.00	240278.55		118604.30	121674.28	0.00	240278.58	
	Slavka Gehret Trust	204224.60	0.00	2972.68	0.00	3083.26	0.00	204114.02		-1193.61	205307.63	0.00	204114.02	
	Police Forfeiture Acct	657.91	401.00	8.02	0.00	240.10	0.00	826.83		826.83	0.00	0.00	826.83	
DEBT SERVICE FUNDS:														
	Debt Service	55332.85	368354.70	2071.57	289402.52	625142.50	0.00	70019.14		58746.23	11273.91	0.00	70019.14	
	TIF - Debt Payments	0.00	0.00	0.00	521115.00	521115.00	0.00	0.00		0.00	0.00	0.00	0.00	
Park Improvements														
	Library Capital Improvement	15404.61	600.00	220.66	0.00	0.00	0.00	16315.27		2341.85	13973.42	0.00	16315.27	
	Ambulance Improvements	45120.43	11886.56	714.49	0.00	0.00	0.00	4009.86		4009.86	0.00	0.00	4009.86	
	TIF Projects	6595.18	0.00	0.00	0.00	1258.31	0.00	57721.48		11946.81	45774.67	0.00	57721.48	
	Cemetery Improvements	65761.68	2165.70	3271.35	0.00	0.00	0.00	5336.87		5336.87	0.00	0.00	5336.87	
	Cap Imp - FACC	12096.50	0.00	174.61	0.00	0.00	0.00	71198.73		2523.42	69675.31	0.00	71198.73	
	Capital Improvements	551738.98	1133822.78	1089.08	376505.37	1971156.59	264750.00	-169750.38		0.00	12271.11	0.00	12271.11	
	Youth Baseball & Softball	-5040.00	6244.70	0.00	0.00	9167.14	0.00	-7962.44		-169750.38	0.00	0.00	-169750.38	
	Low Income Housing	14262.72	0.00	208.28	0.00	0.00	0.00	14472.00		-7962.44	0.00	0.00	14472.00	
	MDC Funds	2902.33	925.00	2.98	3000.00	10833.99	0.00	-4003.68		0.00	14472.00	0.00	-4003.68	
	Baty Disc Golf Course	15954.55	0.00	204.86	15000.00	12543.04	0.00	18616.37		18446.82	169.55	0.00	18616.37	
	Mary Maxine Redmond Trust	9191.99	0.00	200.56	0.00	849.26	0.00	8543.29		154.74	8388.55	0.00	8543.29	
	Pocket Park	11909.53	1300.00	123.42	0.00	1882.67	0.00	11450.28		11450.28	0.00	0.00	11450.28	
PERMANENT FUNDS:														
	Cemetery Perpetual Care	15895.10	3435.70	0.00	0.00	0.00	0.00	162370.80		-146429.80	158800.40	0.00	162370.80	
	Charles S Bidwell Book Trust	86157.43	0.00	1161.52	0.00	1968.83	0.00	86360.12		218.04	85132.08	0.00	86360.12	
	Irma Mary Baker Trust	40960.94	0.00	594.71	0.00	553.18	0.00	41002.47		403.77	40598.70	0.00	41002.47	
ENTERPRISE FUNDS:														
	Water Operating	242865.77	445845.61	2371.43	0.00	394159.36	285252.88	11470.57		3828.66	7841.91	0.00	11470.57	
	Customer Deposits	88645.70	10870.00	0.00	0.00	9215.00	0.00	90300.70		8728.14	81572.56	0.00	90300.70	
	Water Capital Improvements	181439.43	5602.57	863.33	264750.00	404241.66	45000.00	3413.65		2858.95	566.70	0.00	3413.65	
	Sewer Operating	51148.68	575729.78	1245.87	0.00	400330.40	252954.95	-25161.02		-51754.47	26593.45	0.00	-25161.02	
	Sewer Capital Improvements	77531.48	12731.57	1697.89	100000.00	75000.00	0.00	116860.94		115897.74	1063.20	0.00	116860.94	
	Sanitation	117969.31	459790.83	1486.37	0.00	477754.24	0.00	101492.27		3272.78	98219.49	0.00	101492.27	
	Sanitation Capital Improvements	49845.44	10005.13	753.28	0.00	0.00	0.00	60603.85		19366.02	41237.83	0.00	60603.85	
	Storm Water fund	26842.63	29110.15	34.17	0.00	58212.27	36194.69	-38420.01		-38420.01	0.00	0.00	-38420.01	
AGENCY FUNDS														
	Flex Spending	200.44	566.13	0.00	0.00	491.35	0.00	305.22		305.22	0.00	0.00	305.22	
	Enterprise Flex Spending	469.46	1499.94	0.00	0.00	1498.05	0.00	471.38		471.38	0.00	0.00	471.38	
INTERNAL REVENUE FUND														
	Self Funded Insurance	0.00	25477.96	0.00	0.00	25477.96	0.00	0.00		0.00	0.00	0.00	0.00	
TOTAL OF ALL FUNDS														
		4375821.92	7278661.10	59270.44	2251015.89	8075448.71	2251015.89	3638504.75	785.00	1186423.74	2139879.70	5164.13	306452.18	3638504.75

City Council Meeting
Prep. Date: 07/12/18
Preparer: Doug Herman



Agenda Item: ↓
Agenda Date: 07/16/2018

Communication Page

Agenda Items Description: Resolution to approve Tax Abatement related to property located at 510 Locust Court

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

Attachments & Enclosures:

Proposed Resolution
Application

Fiscal Impact:

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

Synopsis: Abatement Application filed by Calvin D. and Dena G. Himes, owners of home located at 510 Locust Court, Monticello.

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

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

The City of Monticello, Iowa

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

RESOLUTION

Approving Calvin D. & Dena G. Himes Tax Abatement Application related to Residential Improvements constructed at 510 Locust Court, Monticello, Iowa.

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

WHEREAS, Calvin D. & Dena G. Himes has completed and filed an Application for Tax Abatement related to their home, a Residentially zoned property, located at 510 Locust Court, Monticello, Iowa, and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Application for Tax Abatement filed by Calvin D. & Dena G. Himes as set forth above, consistent with Chapter 10 of the Monticello Code of Ordinances, said Application bearing the date of May 30, 2018 and being signed by Calvin D. & Dena G. Himes and further directs the Monticello City Clerk to file same with the Jones County Assessor as prescribed by law.

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

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

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



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

Communication Page

Agenda Items Description: Resolution to approve Pay Request #9 from Schaus-Vorhies related to the Monticello Airport Ten-T Hangar project in the amount of \$14,411.25

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

Attachments & Enclosures:

Resolution
Pay Request #9
Engineer Recommendation

Fiscal Impact:

Budget Line Item:	
Budget Summary:	Ten-T Hangar Project
Expenditure:	\$14,411.25
Revenue:	

Synopsis: Approval of Pay Request #9 related to Ten-T Hangar project in the amount of \$14,411.25.

Background Information: The City Engineer recommends that Pay Request #9 be approved in the amount of \$14,411.25. The total amount earned as reflected by this pay request is \$650,875.36. Retainage totals 5% and based thereon the sum of \$32,543.77 has been withheld, resulting in total payments after this payment in the amount of \$618,331.59.

The balance due the contractor after this payment totals \$36,888.97

Recommendation: I recommend that the Council consider the approval of Pay Request #9 from Schaus-Vorhies in relation to the Monticello Airport Ten-T Hangar project in the amount of \$14,411.25.

The City of Monticello, Iowa

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

RESOLUTION #18-___

To approve Pay Request #9, related to the Monticello Airport Ten-T Hangar project, to Schaus-Vorhies in the amount of \$14,411.25

- WHEREAS,** The City of Monticello, Iowa is an incorporated city within Jones County, Iowa; and
- WHEREAS,** Schaus-Vorhies was hired to construct a Ten-T Hangar at the Monticello Airport, and
- WHEREAS,** The City Engineer has reviewed the 9th pay request from Schaus-Vorhies related to said project and recommends that it be paid in the amount of \$14,411.25, same reflecting the maintenance of a 5% retainer in the amount of \$32,543.77 and
- WHEREAS,** The Council finds, based upon the recommendation of the City Engineer, that said pay request should be approved.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve Pay Request #9 from Schaus-Vorhies and authorizes payment in the amount of \$14,411.25.

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

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk



July 16, 2018

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

RE: Pay Request #9
Monticello Regional Airport (MXO) - 2017 Tee Hangar Project
S & A Project # - 117.0240.08
FAA Project # - 3-19-0061-008-2017
Contractor: Schaus-Vorhies Contracting

Dear Council:

Enclosed for your review and approval is Pay Request #9 from Schaus-Vorhies Contracting for the project referenced above. We have reviewed the pay request and find it in agreement with the work completed to date. We, therefore, recommend approval of Pay Request #9 for this project in the amount of \$14,411.25 to Schaus-Vorhies Contracting.

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

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosure: Pay Request #9

cc: Gus Schaus, Schaus-Vorhies Contracting

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

<p>TO OWNER: City of Monticello 200 East First Street Monticello, IA 52310</p> <p>FROM CONTRACTOR: Schaus-Vorhies Contracting 400 N 2nd Str Fairfield IA 52556</p> <p>CONTRACT FOR:</p>	<p>PROJECT: Monticello Regional Airport (MXO) 2017 TEE Hangar Monticello, IA 52310</p> <p>VIA ENGINEER: Snyder & Associates, Inc 5005 Bowling Street SW, Suite A Cedar Rapids, IA 52404</p>	<p>APPLICATION NO: 9 REV1</p> <p>PERIOD TO: 6/30/2018</p> <p>PROJECT #: 62282</p> <p>CONTRACT DATE: 08/07/17</p>	<p>Distribution to:</p> <p><input type="checkbox"/> Owner</p> <p><input type="checkbox"/> Architect</p> <p><input type="checkbox"/> Contractor</p> <p><input checked="" type="checkbox"/> Engineer</p>
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CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

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

1. ORIGINAL CONTRACT SUM	\$	656,736.80
2. Net change by Change Orders	\$	-1,516.24
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	655,220.56
4. TOTAL COMPLETED & STORED TO DATE (Column J on G703)	\$	650,875.36
5. RETAINAGE:		
a. 5.0% % of Completed Work (Column G+H on G703)	\$	32,543.77
b. 5.0% % of Stored Material (Column I on G703)	\$	
Total Retainage (Line 5a + 5b or Total in Column L of G703)	\$	32,543.77
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	618,331.59
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	603,920.34
8. CURRENT PAYMENT DUE	\$	14,411.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	36,888.97

CONTRACTOR

By Daniel Johnson Date: 7/10/18

State of: Iowa

Subscribed and sworn to before me this 10th day of July, 2018

Notary Public: [Signature]

My Commission expires 5/19/20



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

AMOUNT CERTIFIED \$ 14,411.25

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

ENGINEER Snyder & Associates - AJB

By [Signature] Date 07/10/2018

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

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

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2 Pages

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retinage for line items may apply.
 Monticello, IA 52310

APPLICATION NO: 8 REV1
 APPLICATION DATE: 7/10/2018
 PERIOD TO: 8/30/2018
 PROJECT NO: 62282

A Item No.	B Description of Work	C Unit Price	D Billed Quantity	E Plan Quantity	F Scheduled Value	G Work Completed		I Materials Presently Stored (Not in G or H)	J Total Completed And Stored To Date (G + H + J)	K % (J/F)	L Balance To Finish (F - J)	M Retainage
						From Previous Application (G + H)	This Period					
1.2	Safety Plan, Traffic Control, and Mobilization	\$97,503.95	1.00	1	\$97,503.95	\$88,127.81	\$9,376.14		97,503.95	100.00%		4,875.20
2.2	Unclassified Excavation	\$9.32	805	805	\$7,502.60	\$7,502.60			7,502.60	100.00%		375.13
3.2	Subbase Course	\$6.44	2412	2412	\$15,533.28	\$15,533.28			15,533.28	100.00%		776.66
4.2	Installation and Removal of Silt Fence	\$4.26		1020	\$4,345.20						4,345.20	
5.2	Portland Cement Concrete	\$51.89	710	710	\$36,841.90	\$36,841.90			36,841.90	100.00%		1,842.10
6.2	Seeding	\$3,940.50	0.8	0.8	\$3,152.40		\$3,152.40		3,152.40	100.00%		157.82
7.2	Topsoiling	\$6.39	650	650	\$4,153.50	\$4,153.50			4,153.50	100.00%		207.68
8.2	Mulching	\$3,301.50	0.8	0.8	\$2,641.20		\$2,641.20		2,641.20	100.00%		132.06
9.2	Construction Survey	\$3,727.50	1.00	1	\$3,727.50	\$3,727.50			3,727.50	100.00%		188.38
10.2	Electrical Service Extension	\$7,455.00	1.00	1	\$7,455.00	\$7,455.00			7,455.00	100.00%		372.75
11.2	Ten-Unit Nested Tee Hanger, Complete, 54' x 26'	\$473,880.27	1.00	1	\$473,880.27	\$473,880.27			473,880.27	100.00%		23,694.01
	Change Order #1	(\$1,516.24)			(\$1,516.24)	(\$1,516.24)			(1,516.24)			(75.81)
GRAND TOTALS						656,220.56	635,705.62	15,169.74	650,875.36	99.34%	4,345.20	32,643.77

User may obtain validation of this document by requesting of the licensee a completed AIA Document D-401 - Certification of Document's Authenticity

City Council Meeting
Prep. Date: 07/12/18
Preparer: Doug Herman



Agenda Item: # 3
Agenda Date: 07/16/18

Communication Page

Agenda Items Description: Resolution to approve Pay Request #6 in the amount of \$15,681.23, and Change Order #2 in the amount of \$1,344 submitted by Taylor Construction, Inc. Re: 2017 E. 1st Street Bridge Replacement Project

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

Attachments & Enclosures:

Resolution

Engineer Recommendation; Pay Req. #6 and CO #2

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

E. 1st St. Bridge Cap. Project

\$15,681.23

Synopsis: Approval of Taylor Construction, Inc. Pay Request #6 and Change Order #2 related to E. 1st Street Bridge project.

Background Information: Taylor Construction submits its' 6th pay request and 2nd Change Order associated with the E. 1st Street Bridge project. The City Engineer has reviewed the pay request and change order and recommends their approval.

The total value of completed work comes in at \$491,201.40. This project has a 3% retainer. The original contract amount totaled \$504,845.24 which, with the proposed Change Order would increase to \$509,489.24. The Change Order totals \$1,344 and is to additional mobilization (\$1,000) and concrete cold weather protection in the amount of \$344.

The amount recommended for payment totals \$15,681.23. Retainage, after this payment, will total \$14,826.04. (The City will file for reimbursement through the State IDOT for the share of this project to be covered by Federal Bridge funding.)

Recommendation: I recommend that the Council approve the proposed Resolution authorizing the 6th Pay Request from Taylor Construction, Inc. in the amount of \$15,681.23 and Change Order #2 in the amount of \$1,344.

The City of Monticello, Iowa

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

RESOLUTION #18-__

Approving Pay Request #6 in the amount of \$15,681.23 and Change Order #2 in the amount of \$1,344 submitted by Taylor Construction, Inc. Re: 2018 E. 1st Street Bridge Replacement Project.

- WHEREAS,** Taylor Construction, Inc. contracted with the City to replace the E. 1st Street Bridge lying over Kitty Creek, and
- WHEREAS,** Taylor Construction, Inc. has submitted their 6th pay request in the amount of \$15,681.23 which reflects 3% retainage, with total retainage held to date after this payment in the amount of \$14,826.04, and
- WHEREAS,** Taylor Construction, Inc. has also submitted Change Order #2 in the amount of \$1,344 related to additional mobilization and PCC cold weather protection, and
- WHEREAS,** The City will be reimbursed a large portion of this expense after the submission of a request for reimbursement through the IDOT, with the funding coming from Federal Bridge Funds, and
- WHEREAS,** The City Engineer has reviewed pay request #6 and recommends its approval.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve Pay Request #6 submitted by Taylor Construction, Inc. Re: 2017 E. 1st Street Bridge Replacement Project, in the amount of \$15,681.23 and Change Order #2 in the amount of \$1,344 and authorizes payment in the amount of \$15,681.23, maintaining a 3% retainage in the amount of \$14,826.04.

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

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk



July 12, 2018

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

Subject: Application for Partial Payment No. 6 and Change Order No. 2
Bridge Replacement – East First Street Over Kitty Creek
Snyder & Associates Project # - 116.0093.08A
Contractor: Taylor Construction, Inc.

Dear Council:

Enclosed for your review and approval is the Application for Partial Payment No. 6 and Change Order No. 2 from Taylor Construction, Inc. for the project referenced above (paper copies will be delivered at the July 16th Council Meeting). We have reviewed the pay application and find it to be in agreement with the work completed to date. We, therefore, recommend approval of Application for Partial Payment No. 6 and Change Order No. 2 for this project in the amount of **\$15,681.23** to Taylor Construction, Inc.

If you have any questions or comments regarding this project, please feel free to contact me. I plan to attend the next Council Meeting on Monday, July 16th if you prefer to go over any questions or concerns you may have at that time.

Sincerely,

SNYDER & ASSOCIATES, INC.

Casey Zwolinski
Project Engineer

Encl. Application for Partial Payment No. 6 and Change Order No. 2 (Five copies)

Cc: Krista Taylor, Taylor Construction, Inc.

APPLICATION FOR PARTIAL PAYMENT NO. 6

PROJECT: Bridge Replacement - East First Over Kitty Creek
OWNER: City of Monticello
CONTRACTOR: Taylor Construction, Inc.
ADDRESS: 7314 Columbus
New Vienna, IA 52085
DATE: July 16, 2018

SB/S&A PROJECT NO: 116 0093.08A
IOWA DOT PROJECT NO.: BROS-5182(604)--8J-53

PAYMENT PERIOD: 12/21/17 to 07/11/18

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 504,845.24
Net Change by Change Order to Date: \$ 4,644.00
Contract Amount to Date: \$ 509,489.24

CONTRACT PERIOD:
Letting Date: June 20, 2017
Late Start Date: 7/24/2017
Original Working Days: 70 Days
Current Working Days: 70 Days
as of 7/11/18

2. WORK SUMMARY:

Total Work Performed to Date: \$ 494,201.40
Retainage: 3% \$ 14,826.04
Liquidated Damages: \$
\$1,000/day for 0 days
Total Earned Less Retainage: \$ 479,375.36
Less Previous Applications for Payment: \$ 463,694.13
AMOUNT DUE THIS APPLICATION: \$ 15,681.23

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

- (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and
- (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

Taylor Construction Inc.
CONTRACTOR

By Kenneth Taylor DATE: 7-12-18

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER

By Carly Snyder DATE: 7-12-18

5. OWNER'S APPROVAL

City of Monticello
OWNER

By _____ DATE: _____

APPLICATION FOR PARTIAL PAYMENT NO. 6

PROJECT: Bridge Replacement - East First Over Kitty Creek
OWNER: City of Monticello
CONTRACTOR: Taylor Construction, Inc.
ADDRESS: 7314 Columbus
New Vienna, IA 52065
DATE: July 16, 2018

SB/S&A PROJECT NO.: 116.0093.08A
IOWA DOT PROJECT NO.: BROS-5182(604)--8J-53

PAYMENT PERIOD: 12/21/17 to 07/11/18

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Taylor Construction Inc.
CONTRACTOR

By _____ DATE: _____

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER

By _____ DATE: _____

5. OWNER'S APPROVAL

City of Monticello
OWNER

By _____ DATE: _____

1. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION OF WORK	QUANTITY			UNIT	UNIT PRICE	TOTAL COST	WORK COMPLETED		TOTAL COMPLETED	%	CO#
		EST	ACTUAL	THIS PERIOD				PREVIOUS	THIS PERIOD			
1	EXCAVATION, CL 10, CHANNEL	1,321.00	1,501.00	180.00	CY	\$3.75	\$ 4,953.75	\$ 4,953.75	\$ 975.00	\$ 5,628.75	114%	
2	REMOVAL OF EXISTING BRIDGE	1.00	1.00		LUMP	\$3,000.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	100%	
3	EXCAVATION, CL 20	118.00	118.00		CY	\$90.00	\$ 10,620.00	\$ 10,620.00	\$ -	\$ 10,620.00	100%	
4	STRUCTURAL CONCRETE (BRIDGE)	229.50	229.50		CY	\$545.00	\$ 125,077.50	\$ 125,077.50	\$ -	\$ 125,077.50	100%	
5	REINFORCING STEEL, EPOXY COATED	57,361.00	57,361.00		LB	\$0.80	\$ 45,888.80	\$ 45,888.80	\$ -	\$ 45,888.80	100%	
6	CONCRETE BARRIER RAILING	222.00	222.00		LF	\$86.00	\$ 19,092.00	\$ 19,092.00	\$ -	\$ 19,092.00	100%	
7	PILES, STEEL, HP 10X42	1,390.00	1,340.00		LF	\$90.00	\$ 39,900.00	\$ 40,200.00	\$ -	\$ 40,200.00	101%	
8	CONCRETE ENCASEMENT OF H-PILES, HP 10X42 (P10L TYPE 3)	278.10	258.30	14.20	LF	\$60.00	\$ 16,686.00	\$ 14,646.00	\$ 852.00	\$ 15,498.00	93%	
9	ENGINEERING FABRIC	1,577.00	1,938.00	361.00	SY	\$3.75	\$ 5,913.75	\$ 5,913.75	\$ 1,358.75	\$ 7,267.50	123%	
10	REVTMENT, CLASS C	2,114.00	2,058.00	279.21	TON	\$21.25	\$ 44,922.50	\$ 38,011.79	\$ 5,933.21	\$ 43,945.00	98%	
11	CONSTRUCTION SURVEY	1.00	1.00		LUMP	\$8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	100%	
12	MOBILIZATION	1.00	1.00		LUMP	\$21,000.00	\$ 21,000.00	\$ 21,000.00	\$ -	\$ 21,000.00	100%	
13	CLEARING AND GRUBBING	0.70	0.70		ACRE	\$2,000.00	\$ 1,400.00	\$ 1,400.00	\$ -	\$ 1,400.00	100%	
14	SPECIAL BACKFILL	57.10	15.06		TON	\$17.50	\$ 999.25	\$ 263.55	\$ -	\$ 263.55	26%	
15	EXCAVATION, CL 13, WASTE	1,996.00	1,996.00		CY	\$4.50	\$ 8,982.00	\$ 8,982.00	\$ -	\$ 8,982.00	100%	
16	TORSO'S, FURNISH AND SPREAD	484.30	484.30		CY	\$18.00	\$ 8,717.40	\$ 8,717.40	\$ -	\$ 8,717.40	100%	
17	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	369.80	369.80		SY	\$2.00	\$ 739.60	\$ 739.60	\$ -	\$ 739.60	100%	
18	MODIFIED SUBBASE	168.10	168.10		CY	\$26.00	\$ 4,370.60	\$ 4,370.60	\$ -	\$ 4,370.60	100%	
19	GRANULAR SHOULDERS, TYPE A	121.00	102.60		TON	\$18.00	\$ 2,178.00	\$ 1,846.80	\$ -	\$ 1,846.80	85%	
20	PAVED SHOULDER, PCC, 7 IN	26.70	26.70		SY	\$125.00	\$ 3,337.50	\$ 3,337.50	\$ -	\$ 3,337.50	100%	
21	SHOULDER FINISHING, EARTH	3.80	3.80		STA	\$400.00	\$ 1,520.00	\$ 1,520.00	\$ -	\$ 1,520.00	100%	
22	BRIDGE APPROACH, BR-201	344.00	344.00		SY	\$135.00	\$ 46,440.00	\$ 46,440.00	\$ -	\$ 46,440.00	100%	
23	HMA STD TRAFFIC, BASE COURSE, 1/2 IN MIX	98.54	95.38		TON	\$79.43	\$ 7,727.03	\$ 7,576.03	\$ -	\$ 7,576.03	97%	
24	HMA STD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN MIX	49.27	28.50		TON	\$79.43	\$ 3,913.52	\$ 2,263.76	\$ -	\$ 2,263.76	58%	
25	HMA STD TRAFFIC, SURFACE COURSE, 1/2 IN MIX, NO FRICTION	33.94	46.72		TON	\$90.68	\$ 3,077.68	\$ 4,236.57	\$ -	\$ 4,236.57	138%	
26	ASPHALT BINDER, PG 58-28S, STD TRAFFIC	11.88	10.37		TON	\$357.00	\$ 4,241.16	\$ 3,702.09	\$ -	\$ 3,702.09	87%	
27	LONGITUDINAL GROOVING IN CONCRETE	588.50	588.50		SY	\$10.00	\$ 5,885.00	\$ 5,885.00	\$ -	\$ 5,885.00	100%	
28	APRONS, METAL, 24 IN DIA	2.00	2.00		EACH	\$950.00	\$ 1,900.00	\$ 1,900.00	\$ -	\$ 1,900.00	100%	
29	SUBDRAIN, LONGITUDINAL (SHOULDER) 6 IN DIA	477.00	378.00		LF	\$17.00	\$ 8,109.00	\$ 6,426.00	\$ -	\$ 6,426.00	79%	
30	SUBDRAIN OUTLET, DR-304	1.00	1.00		EACH	\$300.00	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	100%	
31	STORM SEWER GRAVITY MAIN, TRENCHED, HDPE, 24 IN	40.00	21.00		LF	\$42.00	\$ 1,680.00	\$ 882.00	\$ -	\$ 882.00	53%	
32	REMOVE SEWER PIPE LESS THAN OR EQUAL TO 36 IN	59.00	50.00		LF	\$80.00	\$ 4,720.00	\$ 4,000.00	\$ -	\$ 4,000.00	85%	
33	BRIDGE END DRAIN, DR-402	2.00	2.00		EACH	\$2,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	100%	
34	REMOVAL OF PAVEMENT	656.80	656.80		SY	\$6.50	\$ 4,269.20	\$ 4,269.20	\$ -	\$ 4,269.20	100%	
35	SAFETY CLOSURE	2.00	2.00		EACH	\$140.00	\$ 280.00	\$ 280.00	\$ -	\$ 280.00	100%	
36	REMOVAL OF TYPE A SIGN	5.00	5.00		EACH	\$60.00	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	100%	
37	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN X 6 IN	36.00	15.00	15.00	LF	\$14.00	\$ 504.00	\$ -	\$ 210.00	\$ 210.00	42%	
38	TYPE A SIGNS, SHEET ALUMINUM	17.00	5.00	5.00	SF	\$20.00	\$ 340.00	\$ -	\$ 100.00	\$ 100.00	29%	
39	INSTALL TYPE A SIGN	5.00			EACH	\$50.00	\$ 250.00	\$ -	\$ -	\$ -	0%	
40	TRAFFIC CONTROL	2.00	1.00		LUMP	\$3,500.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	100%	
41	MAXHOLE ADJUSTMENT, MAJOR	1.00	1.00		EACH	\$1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100%	
42	MULCHING, BFM	1.20	1.10	0.50	ACRE	\$4,500.00	\$ 5,400.00	\$ 2,700.00	\$ 2,250.00	\$ 4,950.00	92%	
43	SEEDING AND FERTILIZATION (RURAL)	0.20	0.20	0.20	ACRE	\$1,600.00	\$ 320.00	\$ -	\$ 320.00	\$ 320.00	100%	
44	SEEDING AND FERTILIZATION (URBAN)	0.20	0.20	0.20	ACRE	\$1,800.00	\$ 360.00	\$ -	\$ 360.00	\$ 360.00	100%	
45	NATIVE GRASS SEEDING	0.20			ACRE	\$2,400.00	\$ 480.00	\$ -	\$ -	\$ -	0%	
46	SPECIAL DITCH CONTROL, WOOD EXCELSIOR MAT	92.00	92.00	92.00	SQ	\$4.50	\$ 414.00	\$ -	\$ 414.00	\$ 414.00	100%	
47	STABILIZING CROP - SEEDING AND FERTILIZING	0.60	0.60		ACRE	\$1,400.00	\$ 840.00	\$ 840.00	\$ -	\$ 840.00	100%	
48	SILT FENCE	1,280.00	735.00	175.00	LF	\$3.25	\$ 4,095.00	\$ 1,807.00	\$ 531.75	\$ 2,388.75	58%	
49	REMOVAL OF SILT FENCE	1,260.00	575.00	306.50	LF	\$1.00	\$ 1,260.00	\$ 268.50	\$ 936.50	\$ 575.00	46%	
50	MAINTENANCE OF SILT FENCE	126.00	284.00	276.00	LF	\$3.50	\$ 441.00	\$ 28.00	\$ 966.00	\$ 994.00	225%	
51	FLOATING SILT CURTAIN (HANGING)	400.00	150.00		LF	\$20.00	\$ 8,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	38%	
52	MAINTENANCE OF FLOATING SILT CURTAIN	200.00	150.00		LF	\$7.00	\$ 1,400.00	\$ 1,050.00	\$ -	\$ 1,050.00	75%	
53	MOBILIZATIONS, EROSION CONTROL	2.00	2.00	1.00	EACH	\$500.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	100%	
54	MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.00			EACH	\$1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	0%	
TOTAL ORIGINAL CONTRACT =							\$ 504,845.24	THIS PERIOD TOTAL TO DATE		\$ 14,822.21	\$ 490,557.40	97%

CHANGE ORDER SUMMARY:												
Change Order No. 1	QUANTITY			UNIT	UNIT PRICE	TOTAL COST	WORK COMPLETED		TOTAL COMPLETED	%	CO#	
	EST	ACTUAL	THIS PERIOD				PREVIOUS	THIS PERIOD				
545	P.C. Concrete Maturity Testing	3,300.00	3,300.00		LS	\$1.00	\$ 3,300.00	\$ 3,300.00	\$ -	\$ 3,300.00	100%	C1-1
TOTAL CHANGE ORDER NO. 1 =							\$ 3,300.00	\$ -	\$ 3,300.00			

CHANGE ORDER SUMMARY:												
Change Order No. 2	QUANTITY			UNIT	UNIT PRICE	TOTAL COST	WORK COMPLETED		TOTAL COMPLETED	%	CO#	
	EST	ACTUAL	THIS PERIOD				PREVIOUS	THIS PERIOD				
550	(Extra Work) Mobilization, Additional	1,000.00	1,000.00	1,000.00	EACH	\$1.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	100%	C2-1
555	(Extra Work) Portland Cement Concrete Pavement Cold Weather Protection (Pre-Established Price)	344.00	344.00	344.00	SY	\$1.00	\$ 344.00	\$ -	\$ 344.00	\$ 344.00	100%	C2-2
TOTAL CHANGE ORDER NO. 2 =							\$ 1,344.00	\$ -	\$ 1,344.00			
TOTAL CHANGE ORDERS =							\$ 4,644.00	\$ -	\$ 1,344.00	\$ 4,644.00		
TOTAL CONTRACT & CHANGE ORDERS							\$ 509,489.24	\$ 16,166.21	\$ 494,201.40			

CHANGE ORDER
For Local Public Agency Projects

No.: 2

Non-Substantial:

Substantial:

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): 34446

Project Number: BROS-5182(604)--8J-53

Kind of Work: Bridge Replacement- CCS

Local Public Agency: Monticello

Contractor: Taylor Construction, Inc.

Date Prepared: February 8, 2018

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

8002 - Add an item for "(EWO) MOBILIZATION, ADDITIONAL". Participating and Non-substantial. Perform work per Standard Specification 2533. Item includes movement of personnel, equipment, supplies, and incidentals to the project site for an estimate 175CY of Class 10 Excavation (2104-2710020), 350SY of Engineering Fabric (2507-3250005), and 280TONS of Class C Revetment (2507-6800032) along the bottom of the ditch that is located northwest side of the bridge between STA 12+00 and STA 13+01. The contractor performing this work has already left the project site and needs to mobilize back to the site. The top of the additional revetment would match the existing elevation of the soil. The revetment thickness would be 18" with engineering fabric underneath it. The additional Class 10 Excavation, Engineering Fabric and Class C Revetment will be measured and paid separately. The unit cost of these three items will be the same as the awarded unit costs in the original contract. Measurement: Item will not be measured separately for payment. Basis of Payment: Lump Sum. This payment is full compensation for all labor, equipment and materials brought to the project site to do the work mentioned above.

8003 - Add an item for "Extra Work - Portland Cement Concrete Pavement Cold Weather Protection (Pre-Established Price)". Participating and Non-substantial. This work is associated with protection of concrete pavement during construction as directed in the Specifications. Perform work per Standard Specification 2301.03 K,3.

B - Reason for change:

8002 - The additional revetment would be to provide additional erosion protection in the ditch. The need for the additional erosion protection was not apparent at the time the other revetment on the project was placed.

8003 - Forecasted temperatures were below tolerances for cold weather protection per Standard Specification 2301.03 K, 3.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

8002 - Agreed Lump Sum.

8003 - Pre-established price of \$1.00/SY of pavement protected.

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

8002 - The mobilization lump price of \$1,000 is reasonable to do \$7,918.75 of additional Class 10 Excavation, Engineering Fabric and Class C Revetment. The contractor will need to mobilize a larger backhoe, tandem truck, supplies, and personnel in order to perform the work.

8003 - Pre-established price per Section 2301.05 K, 1. of the Standard Specifications.

E - Contract time adjustment:

No Working Days added

Working Days added: _____ Unknown at this time

Justification for selection:

Change does not warrant any modification to contract time.

F - Items included in contract:

Participating			Item Description	For deductions enter as "-x.xx"		Amount .xx
Federal-aid	State-aid	Line Number		Unit Price .xx	Quantity .xxx	
Add Row				Delete Row		TOTAL

G - Items not included in contract:

Participating			Item Description	For deductions enter as "-x.xx"		Amount .xx
Federal-aid	State-aid	Change Number		Unit Price .xx	Quantity .xxx	
X		8002	6100-2533010 - (EWO) Mobilization, Additional	\$1.00	1,000.000	\$1,000.00
X		8003	6100-2301010 - (EWO) PCC Cold Weather Protecti	\$1.00	344.000	\$344.00
Add Row				Delete Row		TOTAL
						\$1,344.00

H. Signatures

Agreed: _____ Date _____
 Contractor

Recommended: _____ Date _____
 Project Engineer

Approved: _____ Date _____ Other (optional) _____ Title _____ Date _____
 Person in Responsible Charge

 _____ Date _____ Other (optional) _____ Title _____ Date _____
 Contracting Authority (optional)

 _____ Date _____
 Iowa DOT Administering Office

Approval is contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

FHWA Concurrence: _____ Date _____
 Federal Highway Division Administration
 (if required)

DISTRIBUTION (after fully executed on LPA projects): Original - Finance; Copies - Contractor, Project Engineer, Contracting Authority, Administering Office.

Date distributed: _____ Initials: _____

Doc Express Document Signing History

Contract: 53-5182-604 Document: CO 02

Date	Signed By
03/05/2018	Krista Taylor Taylor Construction Inc Electronic Signature (Approved by Contractor)
03/06/2018	Patrick Schwickerath Snyder & Associates, Inc Electronic Signature (Recommended by Engineer)
03/13/2018	Doug Herman Iowa Local Systems Electronic Signature (Approved by PIRC (when applicable))
03/13/2018	Kent Ellis Iowa Local Systems Electronic Signature (Approved by Administering Office or designee)

City Council Meeting
Prep. Date: 07/13/18
Preparer: Doug Herman



Agenda Item: # 4
Agenda Date: 07/16/18

Communication Page

Agenda Items Description: Resolution to approve pay request from Snyder & Associates related to Airport Ten-T Hangar Project.

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

Attachments & Enclosures:

Resolution
Snyder E-Mail

Fiscal Impact:

Budget Line Item:	
Budget Summary:	Airport Revenue
Expenditure:	\$8,800
Revenue:	

Synopsis: Approval of Snyder & Associates pay request related to Ten-T Hangar project.

Background Information: Snyder & Associates previously agreed with the City to receive a specific sum related to the Hangar Construction project, not including the Hangar Grading & Paving project, which was a separate agreement and "project" if you will.

Snyder previously requested that the City pay an additional sum (\$3,250) to them for work above and beyond that included in their agreement associated with the Hangar Grading & Paving project and the Council denied said request. (The agreement between Snyder and the City had a not to exceed contract amount.) Snyder currently requests that the Council consider an additional payment in the amount of \$8,800 related to the Hangar Construction Project. They report incurring fees/time spent valued at \$13,980 above and beyond the originally anticipated fee and have requested that the City pay \$8,800 with Snyder writing off the balance of \$5,180. The agreement provides that Snyder shall be paid a not to exceed sum for the following services as follows;

- 1. Engineering and Bidding: \$39,309
- 2. Construction Services: \$14,826
- 3. Close Out: \$ 3,900
- Total \$58,035

It appears to me, based upon a review of Troy Culver's e-mail, that all of the additional time was spent on tasks that would fall under the "Construction Services". The Contract allows for payment above and beyond the noted amounts with the agreement of the City and

concurrence of the FAA. The FAA has little concern at this time as the project exceeds the maximum FAA share and any additional expense would be 100% a City expense.

Because of the fact that this pay request exceeds the originally agreed upon amount I indicated to Snyder that the payment of this invoice would require specific consideration by the Airport Board and City Council. It is my understanding that the Airport Board did not commit to a recommendation, to pay or not to pay. Snyder has been paid \$56,552.40 to date on this project.

Recommendation: I recommend that the Council consider the pay request and circumstances associated therewith and either approve or deny same.

THE CITY OF MONTICELLO, IOWA

RESOLUTION #18-__

Resolution to approve pay request from Snyder & Associates related to Airport Ten-T Hangar Project

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

WHEREAS, The City Council previously hired Snyder & Associates to design and oversee the Airport Ten-T Hangar grading and paving project, and

WHEREAS, Snyder has been paid \$56,552.40 related to this project to date, and

WHEREAS, Snyder & Associates has submitted a pay request in the amount of \$8,800 based upon work reportedly performed by Snyder & Associates in excess of the originally agreed upon sum, and

WHEREAS, the Ten-T Hangar project is a 90/10 cost share project with the FAA paying 90% of the project costs, not to exceed \$600,000, and any additional payment to Snyder would be 100% out of the City's funds as the overall project exceeded \$600,000, and

WHEREAS, the Airport fund balance as of 7/1/2018 totaled approximately \$53,000 and it is anticipated that most of those sums will be used to cover the final Ten-T Hangar expenses, leaving the Airport Fund at an approximate "0" balance with a projected end of FY '19 balance of approximately \$34,000, with budgeted revenues totaling \$96,895 and budgeted expenses totaling \$62,750, and

WHEREAS, should the Airport fund have a shortfall, the City Council can approve a loan from the General Fund to the Airport to cover the shortfall with the Airport repaying that loan in FY '19, and

WHEREAS, the Council finds that the Airport would have funds to cover the request, whether by cash on hand or by way of a loan from the General Fund, and, therefore, the Council finds that the pay request from Snyder & Associates should be approved.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 16th day of July, 2018 that the pay request submitted by Snyder & Associates in the amount of \$8,800 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 July 16, 2018.

Attest:

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

Doug Herman

From: Troy Culver <taculver@snyder-associates.com>
Sent: Thursday, June 14, 2018 8:53 AM
To: Doug Herman
Cc: Patrick Schwickerath
Subject: MXO - 2017 Hangar - Additional Fees

Doug:

I'm writing as a follow up to our conversations relating to Snyder & Associates construction engineering fees associated with the 2017 Airport Hangar project. As we've discussed during construction, we have provided services for the project that are not included in our agreement. Our fees have exceeded the original budget and I am inquiring if the City would be willing to cover the costs associated with some of the additional scope provided. Following are some examples of circumstances that contributed to the excess fees.

1. Contractor Coordination - From early in the construction process the design team (and likely City staff) recognized the contractor did not operate with the efficiency expected on a construction project of this nature. General examples of this include coordination of subcontractors, establishing & communicating progress schedules, coordinating shop drawings, processing of pay requests, along with many, many other duties. These inefficiencies by the contractor resulted in Snyder & Associates' staff spending significantly more time to ensure the project was progressing per the contract documents and the City is receiving the intended product. Specific examples include SVC not providing shop drawings in a timely manner. Snyder & Associates engineers had to contact and coordinate shop drawings directly with the fabricators or risk potential oversight by SVC. Also, paving and building erector subcontractors did not receive timely or accurate communication from SVC; which prompted them to contact Snyder & Associates for project updates/information and schedule.
2. PCC Hangar Floor Surface – The contractor did not meet his project schedule in the fall of 2017 which resulted in PCC paving operations occurring late in the construction season of 2017. While the weather conditions were within contract specifications, poor construction practices combined with marginal weather resulted in an unacceptable PCC hangar floor surface that did not meet the project requirements or the expectations of the City. Specific services Snyder & Associates provided for this additional scope item included travel, meetings, numerous communication efforts associated with product reviews and evaluations to ensure the contractor remedies provided a final product that met the project requirements and was acceptable to both the FAA and the City. These additional services that Snyder & Associates provided along with City staff efforts resulted in PCC surface treatment by the contractor that complies with the specifications and limits the City's potential maintenance costs as much as possible.
3. Extended Contract Time – The contract documents originally stated the project was to be completed by May 1, 2018. As of this writing (June 13, 2018) the project is still open. Final seeding was completed in June and the contractor continues to require significant Snyder & Associates' staff time to close out final documents including final punchlist and pay requests.

We recognize that we are part of a team to provide a quality product to the citizens of Monticello; and with that responsibility comes risk. We have not sacrificed quality to protect our project budget. We believe this approach is not only appropriate but expected. However, given that the necessary extra time was outside of our control and not standard practice in our industry; we request the City allow an increase in our contract amount by \$8,800. Our fees currently exceed the contract amount by \$13,980. Our firm will write down the additional \$5,180 plus any additional fees needed to close out the project.

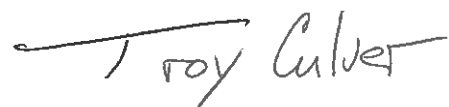


EXHIBIT A – SCOPE OF SERVICES

FAA AIP NO. 3-19-0061-008

I. DEFINITIONS

Whenever in this Contract the following terms, or pronouns used in their stead occur, they shall have the meaning here given:

"OWNER" shall mean the Monticello Municipal Airport Authority, or its authorized representative, acting as liaison officer for the City of Monticello, for the purpose of coordinating and administering the work under the Contract.

"IOWA DOT" shall mean the Iowa Department of Transportation.

"FAA" shall mean the Federal Aviation Administration.

"CONSULTANT" shall mean the firm of Snyder & Associates, Inc. of Ankeny, Iowa.

"PROJECT ENGINEER" shall mean the principal project engineer employed by and working directly under the authority of the CONSULTANT.

"RESIDENT PROJECT REPRESENTATIVE" shall mean the principal construction reviewer employed by the CONSULTANT and working directly under the authority of the PROJECT ENGINEER.

II. TIME OF BEGINNING AND COMPLETION OF THE WORK

Work under this contract shall begin not later than five working days after being notified by the OWNER. Upon execution of this contract, the CONSULTANT and the OWNER shall establish a schedule of work completion. Failure of the CONSULTANT to maintain progress in accordance with this schedule will be cause for termination of the contract.

III. GENERAL

- A. The OWNER will coordinate all communications and information, participate in conferences as may be required and coordinate approval of the Federal Aviation Administration and transmit comments and approvals to the CONSULTANT.
- B. From time to time as the work progresses, conferences will be held at the Snyder & Associates, Inc. office at 5005 Bowling Street SW, Cedar Rapids, Iowa and/or another location at the request of the CONSULTANT, the Federal Aviation Administration, or the OWNER to discuss and review details of project development. All such meetings shall be arranged by the OWNER and will be attended, as appropriate, by representatives of the CONSULTANT, OWNER and the Federal Aviation Administration.
- C. Obligations of the OWNER and the Federal Aviation Administration, to the CONSULTANT: All existing information, including construction contract documents, applicable to the project will be made available to the CONSULTANT without cost. CONSULTANT may rely upon the information furnished by OWNER or FAA being complete and accurate.
- D. Submittal of Documents: During the progress of the work, various copies of the preliminary drawings and other documents prepared by the CONSULTANT will be required by the OWNER. In most instances it will be necessary for the OWNER to forward these items to the Federal Aviation Administration for review comments, and/or approvals.
- E. The work under this Contract shall be contingent upon and subject to the approval of the Federal Aviation Administration. The FAA shall have the right to participate in the conferences between the CONSULTANT and the OWNER and to participate in the review or examination of the work in progress.
- F. Compliance with all of the foregoing shall be considered to be within the purview of this Contract and shall not constitute a basis for additional or extra compensation.

EXHIBIT A – SCOPE OF SERVICES

IV. SCOPE OF SERVICES

The work to be performed by the CONSULTANT under this contract shall encompass and include all detail work, services, materials, equipment and supplies necessary for the CONSULTANT to perform the following services:

SCOPE OF THE PROJECT

The proposed project includes the development of a ten unit tee hangar, minor taxiway paving and associated improvements at the Monticello Regional airport. The project includes the following components:

- Project development associated with a ten-unit tee hangar

A. Engineering and Bidding Services

A-1: Engineering Design:

Activities will include:

1. ***Predesign and Coordination***
 - 1.1. ***Team Scoping Meeting.*** Attend an initial team meeting to review project scope and tasks and confirm the specific requirements and coordination required for the project.
 - 1.2. ***Inventory and Existing Conditions***
 - 1.2.1. ***Predesign Site Review.*** Conduct a predesign field review of the airport, inventory existing electrical systems.
 - 1.2.2. ***As-Built Review.*** Review available existing as-built plans provided by the owner.
 - 1.3. ***Coordination and Consultation.*** Confer with the OWNER on project requirements, schedules, and other pertinent matters on matters affecting the project. Attend a predesign meeting with the OWNER and others to provide the opportunity to review and discuss the nature and extent of the project and to establish the project design criteria.
 - 1.4. ***FAA Coordination.*** Coordinate with FAA regarding the project.
 - 1.5. ***Owner Coordination.*** Coordinate with the OWNER to minimize impacts in day-to-day operations.
 - 1.6. ***Utility Company Coordination.*** Coordinate with power company to verify project electric services requirements.
2. ***Preliminary Engineering***
 - 2.1. ***Background Drawings.*** Update background drawings for use during project design phases.
 - 2.2. ***Preliminary Drawings.*** Develop preliminary engineering drawings and details for proposed hangar work and minor taxiway pavement outlining the concept for design.
 - 2.3. ***Construction Phasing and Safety Plan.*** Prepare detailed construction phasing and safety plans. Prepare detailed construction staging and phasing plan report and submit draft report to the FAA for review. Address any comments from the FAA on the draft report and submit a final CSPP report to the FAA. Address any additional comments from the FAA and any other Federal agencies, should they have any, and re-submit the final report to the FAA. Include the CSPP in the project specifications.
 - 2.4. ***Engineering Design Report Memo.*** Prepare a detailed Engineering Design Report Memo and submit to the FAA.
3. ***Prepare Plans and Specifications***
 - 3.1. ***Prepare Detailed Plans.*** Prepare building plans based on the parameters determined during the predesign process. Incorporate the building plans into the project plans. Anticipated plan components include:
 - 3.2.1. ***General Notes and Safety Plan***
 - 3.2.2. ***Estimate of Quantities and Reference Notes***
 - 3.2.3. ***Survey Control Plan***

EXHIBIT A – SCOPE OF SERVICES

- 3.2.4. Grading, Drainage and Erosion Control Plan
 - 3.2.5. Typical Details
 - 3.2.6. Typical Sections
 - 3.2.7. Pavement Jointing Plan and Details
 - 3.2.8. Elevation Plan
 - 3.2.9. Hangar Elevations
 - 3.2.10. Hangar Electrical and Layout Plan
 - 3.2.11. Related plan components
- 3.3. *Design Review Site Visit.* Conduct field review project to verify preliminary plan components.
- 3.4. *Review and Revision.* Review plans, details, drawings and comments provided by others. Make revisions to drawings and detailed plans based on comments received from others.
- 3.5. *Incidental Work.* The CONSULTANT will evaluate the project work area to identify other necessary incidental improvements that are recommended be included in the project and report findings. Work in excess of the hours estimated for incidental work will be submitted to the OWNER as an extra work request.
4. *Prepare Bid Documents*
- 4.1. *Bid Documents.* Develop contract documents, including Notice of Hearing and Letting, Instruction to Bidders, Proposal, and Contract.
5. *Prepare Detailed Specifications*
- 5.1. *Technical Specifications.* Develop technical specifications using appropriate FAA standards, Advisory Circulars, Standards for Specifying Construction of Airports, and standards and provisions supplied by the FAA.
- 5.2. *Supplemental Specifications.* Prepare the supplemental specifications for the project documents.
- 5.3. *Supplemental Provisions.* Prepare supplemental provisions for the project documents.
6. *Prepare Cost Estimates*
- 6.1. *Update Cost Estimates.* Prepare a preliminary estimate of probable construction costs and schematic design for each element of the project.
7. *Administration and Management*
- 7.1. *Design and Team Meetings.* Attend design and team meetings as required.
- 7.2. *Internal Quality Control, Design Review and Administration.* Conduct in-house quality control and design reviews of work to ensure clarity, accuracy, completeness, and constructability. Provide general project administration and coordination including in-house staff review of the project's progress, review of project goals, team assignments and responsibilities, project budgets and schedules, and contract requirements and obligations. Provide general project administration and coordination with accounting staff. Prepare and submit monthly statements. All Quality Control reviews will be reviewed and addressed by the Engineer prior to FAA and PCAA submittals.

A-2: Bidding and Letting Services:

For the letting, CONSULTANT will produce estimates of quantities for bidding purposes. Drawings will be produced which depict the extent of all work items. Contract documents will be produced using FAA technical specifications in accordance with Advisory Circular 150/5370-10A, *Standards for Specifying Construction of Airports*. Construction schedules will be determined in consultation with the OWNER. The CONSULTANT will assist the OWNER during the bidding process and with the preparation of a final FAA grant application. Upon the receipt of the FAA grant, the CONSULTANT will assist the OWNER in awarding a construction contract. The tasks necessary to complete this phase of the project are as follows:

- i. *Advertising for Bids.* Assist the OWNER with soliciting bids for the project, distribute bid documents to contractors, and issue addenda if required, and respond to any questions by

EXHIBIT A – SCOPE OF SERVICES

- contractors during the bidding period.
2. *Bid Questions and Addenda.* Answer questions and provide technical advice to the potential bidders and others concerning the bid documents. Assist in preparing and issuing addenda to the bid document recipients to clarify, modify, or correct the bid documents.
 3. *Bid Letting, Analysis and Contract Review.* Assist the OWNER with the receiving of bids and bid opening. Tabulate all bids, evaluate all bids, and make a recommendation for the award of a contract pending approval of the AIP grant by the FAA.
 4. *FAA Grant.* Assist the OWNER with the preparation of the FAA grant application.
 5. *Contract Award.* Upon the receipt of the AIP grant, assist the OWNER in awarding a construction contract. Notify the successful bidder. Return bid bonds to unsuccessful bidders.
 6. *Contract Documents.* Prepare construction contract documents and submit to OWNER'S attorney for final review and written approval.

B. Construction and Observation Services

B-1. Construction Administration Services:

During construction, the CONSULTANT will assist the OWNER with the administration of the construction contract and the completion of the project in accordance with the contract documents and the conditions of the AIP grant. The following tasks are identified for the successful completion of this phase:

1. *Preconstruction Conference.* Conduct, attend, and participate.
2. *Shop Drawing Review.* Review and approve shop drawings submitted by contractors for compliance with design concept when required. Approve, conditionally approve, or reject the shop drawings and materials submitted. Review one resubmission of a conditionally approved or rejected shop drawing or submittal. Prepare and maintain a register identifying the submittals. Distribute copies of the submittals and the updated submittal register to the engineer.
3. *Bonds, Insurance, and Schedule Review.* Review the Contractor's bonds and insurance certificate and construction schedule.
4. *Administration and Management*
 - 4.1. *General Consultation.* Provide consultation, technical assistance, and advice to the Owner, contractor and others as necessary during all phases of construction.
 - 4.2. *Pay Estimate Reviews.* Review pay estimates and explanation of variation between contract and final quantities. Prepare and confirm Contractor's payment requests.
 - 4.3. *Interpretation.* Provide interpretation of plans and specifications.
 - 4.4. *Change Orders.* Prepare and recommend approval of change orders as required.
 - 4.5. *Meetings.* Meet with the OWNER or others for consultation and advice during construction.
 - 4.6. *Reports.* Prepare and submit progress reports, including Quarterly Performance Reports as required by the FAA.
 - 4.7. *Final Approval.* Certify that project work completed is in substantial compliance with the plans, specifications and contract documents and that such work is recommended for acceptance.
5. *As-Built Drawings*
 - 5.1. *Complete As-built Drawings.* Maintain record drawings from redline or working drawings prepared by engineer and contractor as accumulated during the course of construction. Provide final record as-built drawings in paper and electronic format.
6. *Project Close Out Reporting.* Prepare project closeout report as required by the FAA.

EXHIBIT A – SCOPE OF SERVICES

B-2 Resident Observation Services

1. *Resident Observation.* Provide resident observer as required for construction activities. Conduct regular site visits as required, not on-site full time during all phases. Proposed hours are as shown in the attached computation of cost.
 - 1.1. *General Construction Reviews.* Check construction activities to obtain compliance with plans and specifications. Provide general review of the construction work in progress periodically and provide reports to the engineer. Observe the progress, safety, and quality of the construction. Conduct and document periodic wage rate reviews and interviews and complete Labor Standards Interview Form (SF 1445).
 - 1.2. *Compliance with Contract Documents.* Check construction activities to monitor compliance with the plans and specifications.
 - 1.3. *Documentation.* Document progress, quantities and percentages of work, tests performed, inspections made and work accepted, problems encountered and instructions given, field changes and adjustments approved. Maintain records required to document the work.
 - 1.4. *Inspection Reports.* Prepare and submit Weekly Construction Progress and Inspection Form (Form 5370-1) of observation activities.
 - 1.5. *Equipment. Methods and Installation Reviews.* Check contractor's equipment and review proposed methods of construction. Notify contractor of equipment, methods or work which do not comply with the Contract requirements.
 - 1.6. *Monitor System Tests.* Monitor that all testing required by the specifications is performed, as required.
 - 1.7. *Measure and Compute Quantities.* All materials incorporated in the work and items of work completed.
2. *Progress/Coordination Meetings.* Conduct, attend, and participate.
3. *Senior Aviation Engineer Visits to the Site*
 - 3.1. *General Construction Reviews.* Make supervisory visits to the construction site to observe the progress, safety, and quality of the construction.
 - 3.2. *Final Inspection.* Conduct a site review and final inspection of the project to confirm the completeness and quality of the construction. Prepare a summary report of the final inspection, including a punch list of work items that must accomplish to complete the project.

V. FEES AND PAYMENTS

A. Compensation for Basic Services:

1. The CONSULTANT shall be paid on a **LUMP SUM** basis and payment of this amount shall be considered as full and complete compensation for all work, materials, and services furnished under the terms of Part IV, Section A of this Contract. The Maximum Amount Payable shall be **\$39,309** which represents the original maximum not to exceed for Design Services shown in Attachment C.
2. The Maximum Amount Payable can be increased only by supplemental agreement (Change Orders). If at any time it appears the Maximum Amount payable will be exceeded, the CONSULTANT shall immediately notify the OWNER in writing.
3. If the CONSULTANT establishes, and if the OWNER, with FAA concurrence agrees that the original estimate of anticipated man-hours was inaccurate and/or that there has been, or is to be, a justification change in the salary rates, payroll additives overhead rates, or other costs from what was originally estimated; the Maximum Amount Payable may be exceeded by a supplemental agreement. The FAA may audit the CONSULTANT'S cost records prior to making decision on whether or not to increase the Maximum Amount Payable.
4. If there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Contract the Maximum Amount Payable may be changed. Any change in the Maximum Amount Payable will be by supplemental agreement.

EXHIBIT A – SCOPE OF SERVICES

5. Allowable costs are the actual costs incurred by the CONSULTANT which are attributable to the specific work covered by this Contract and allowable under the provisions of Subchapter E, Parts 31.105 and 31.2 of the current Federal Acquisition Regulation. Actual reimbursable costs include the following:
- Direct salary costs of employees for the time directly chargeable to work covered by this Contract and of principals for time they are directly and productively engaged in work necessary to fulfill the terms of this Contract.
 - Direct non-salary costs necessary to fulfill the terms of this Contract. These costs may include transportation and subsistence, reproduction and printing, computer services, rentals, testing, and miscellaneous costs. CONSULTANT will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool.
 - Subcontract costs without surcharge of any kind necessary to fulfill the terms of the Contract and approved by the OWNER with the FAA concurrence. Engineering services will be paid for on the basis of services rendered regardless of the classification of the person performing the services.
 - Actual overhead or indirect costs (salary-related additives and general overhead costs) to the extent that they are allocable to work covered by this Contract and are consistent with the provisions of the Federal Acquisition Regulation, Subchapter E, Part 31. The CONSULTANT submits the percentage for indirect costs as 162.96 percent of direct labor costs. The percentage and method of development and application are consistent with the CONSULTANT'S established practice of allocation of indirect costs in accordance with sound accounting principles and Federal Acquisition Regulation Subchapter E, Part 31.

The percentage submitted for indirect costs is provisional and shall be used for computer progress payments for work accomplished during the CONSULTANT'S current fiscal year. Use of updated provisional percentage rates shall be requested by the CONSULTANT as a result of audits by a cognizant federal agency or by the FAA shall be used in computing the final invoice statement.

The FAA may require that, prior to final payment for work completed under this Contract, all indirect cost rates shall be audited and adjusted to actual rates for the fiscal year or years during which the work was actually accomplished.

B. Compensation for Construction Services:

- The CONSULTANT shall be reimbursed on a Cost plus Fixed-Fee Not to Exceed basis and payment of this amount shall be considered as full and complete compensation for all work, materials and services furnished under the terms of Part IV, Section B (with the exception of Part IV, Section B-1.6) of this Contract.
- The Estimated Actual Costs and Fixed Fee are:**

Estimated Actual Costs	\$ 3,547
Overhead	\$ 5,780
Fixed Fee	\$ 1,399
Mileage	\$ 600
Subconsultant	\$ 3,500
Maximum Amount Payable	\$ 14,826
- The nature of the services to be provided by the CONSULTANT under terms of the Contract is not completely determinate. Therefore it is possible that actual costs might exceed the Estimated Actual Cost.
- If at any time the CONSULTANT determines that actual costs will exceed Estimated Actual Costs the CONSULTANT will promptly notify the OWNER in writing and describe what costs are causing the overrun and the reason(s).

EXHIBIT A – SCOPE OF SERVICES

5. The CONSULTANT shall not exceed the Estimated Actual Costs without prior written approval of the OWNER and with written FAA concurrence.
6. The Maximum Amount Payment under this Contract is \$14,826 which represents the sum of the Estimated Actual Costs and Fixed Fee for Construction Services shown in Exhibit C. The Maximum Amount Payable can be increased only by supplemental agreement (Change Orders). If at any time it appears the Maximum Amount payable will be exceeded, the CONSULTANT shall immediately notify the OWNER in writing.
7. If the CONSULTANT establishes and if the OWNER, with FAA concurrence, agrees that the original estimate of anticipated man-hours was inaccurate and/or that there has been, or is to be, a justification change in the salary rates, payroll additives overhead rates or other costs from what was originally estimated; the Maximum Amount Payable may be exceeded by a supplemental agreement. The FAA may audit the CONSULTANT'S cost records prior to making decision on whether or not to increase the Maximum Amount Payable.
8. The Fixed Fee amount will not be changed unless there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Contract. Any change in the Fixed Fee amount will be by supplemental agreement.
9. Reimbursable costs are the actual costs incurred by the CONSULTANT which are attributable to the specific work covered by this Contract and allowable under the provisions of Subchapter E, Parts 31.105 and 31.2 of the current Federal Acquisition Regulation. Actual reimbursable costs include the following:

- a. Direct salary costs of employees for the time directly chargeable to work covered by this Contract and of principals for time they are directly and productively engaged in work necessary to fulfill the terms of this Contract.

- b. Direct non-salary costs necessary to fulfill the terms of this Contract. These costs may include transportation and subsistence, reproduction and printing, computer services, rentals, testing and miscellaneous costs. CONSULTANT will be required to submit detailed listings of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool.

- c. Subcontract costs without surcharge of any kind necessary to fulfill the terms of the Contract and approved by OWNER with the FAA concurrence.

- d. Actual overhead or indirect costs (salary-related additives and general overhead costs) to the extent that they are allocable to work covered by this Contract and are consistent with the provisions of the Federal Acquisition Regulation, Subchapter E, Part 31. The CONSULTANT submits the percentage for indirect costs as 162.96 percent of direct labor costs. The percentage and method of development and application are consistent with the CONSULTANT'S established practice of allocation of indirect costs in accordance with sound accounting principles and Federal Acquisition Regulation Subchapter E, Part 31.

The percentage submitted for indirect costs is provisional and shall be used for computing progress payments for work accomplished during the CONSULTANT'S current fiscal year. Use of updated provisional percentage rates shall be requested by the CONSULTANT after the close of the fiscal year in order to more accurately reflect the actual cost of work during subsequent fiscal years. Any actual fiscal year of fiscal years' indirect cost rates known by the CONSULTANT as a result of audits by a cognizant federal agency or by the FAA shall be used in computing the final invoice statement.

The FAA may require that, prior to final payment for work completed under this Contract, all indirect cost rates shall be audited and adjusted to actual rates for the fiscal year or years during which the work was actually accomplished.

C. Compensation for Project Close Out Services

1. The CONSULTANT shall be paid on a lump sum basis and payment of this amount shall be

EXHIBIT A – SCOPE OF SERVICES

considered as full and complete compensation for all work, materials, and services furnished under the terms of Part IV, Section B-1.6 of this Contract. The Maximum Amount Payable shall be \$3,900, which represents the original Lump Sum for Design Services shown in Exhibit C.

2. The Maximum Amount Payable can be increased only by supplemental agreement (Change Orders). If at any time it appears the Maximum Amount payable will be exceeded, the CONSULTANT shall immediately notify the OWNER in writing.
3. If the CONSULTANT establishes, and if the OWNER, with FAA concurrence agrees that the original estimate of anticipated man-hours was inaccurate and/or that there has been, or is to be, a justification change in the salary rates, payroll additives overhead rates, or other costs from what was originally estimated; the Maximum Amount Payable may be exceeded by a supplemental agreement. The FAA may audit the CONSULTANT'S cost records prior to making decision on whether or not to increase the Maximum Amount Payable.
4. If there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Contract the Maximum Amount Payable may be changed. Any change in the Maximum Amount Payable will be by supplemental agreement.
5. Allowable costs are the actual costs incurred by the CONSULTANT which are attributable to the specific work covered by this Contract and allowable under the provisions of Subchapter E. Parts 31.105 and 31.2 of the current Federal Acquisition Regulation. Actual reimbursable costs include the following:
 - a. Direct salary costs of employees for the time directly chargeable to work covered by this Contract and of principals for time they are directly and productively engaged in work necessary to fulfill the terms of this Contract.
 - b. Direct non-salary costs necessary to fulfill the terms of this Contract. These costs may include transportation and subsistence, reproduction and printing, computer services, rentals, testing, and miscellaneous costs. CONSULTANT will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool.
 - c. Subcontract costs without surcharge of any kind necessary to fulfill the terms of the Contract and approved by the OWNER with the FAA concurrence. Engineering services will be paid for on the basis of services rendered regardless of the classification of the person performing the services.
 - d. Actual overhead or indirect costs (salary-related additives and general overhead costs) to the extent that they are allocable to work covered by this Contract and are consistent with the provisions of the Federal Acquisition Regulation, Subchapter E, Part 31. The CONSULTANT submits the percentage for indirect costs as 162.96 percent of direct labor costs. The percentage and method of development and application are consistent with the CONSULTANT'S established practice of allocation of indirect costs in accordance with sound accounting principles and Federal Acquisition Regulation Subchapter E, Part 31.

The percentage submitted for indirect costs is provisional and shall be used for computer progress payments for work accomplished during the CONSULTANT'S current fiscal year. Use of updated provisional percentage rates shall be requested by the CONSULTANT as a result of audits by a cognizant federal agency or by the FAA shall be used in computing the final invoice statement.

The FAA may require that, prior to final payment for work completed under this Contract, all indirect cost rates shall be audited and adjusted to actual rates for the fiscal year or years during which the work was actually accomplished.

EXHIBIT A – SCOPE OF SERVICES

D. Summary of CONSULTANT Fees for the Project:

Payment Method	Basic Services	Construction Services	Project Closeout	Total
COST PLUS FIXED FEE	-	\$14,826	-	\$14,826
LUMP SUM	\$39,309	-	\$3,900	\$43,209
TOTAL	\$39,309	\$14,826	\$3,900	\$58,035

E. Payments:

Progress payments for actual costs incurred shall be made upon receipt of invoices prepared by the CONSULTANT.

The CONSULTANT shall on or before the tenth (10TH) day of each month submit to the OWNER an invoice, in triplicate. The actual cost portion of the invoice shall be the CONSULTANTS actual costs accumulated to date of billing. The Fixed Fee amount earned to date of billing shall be in proportion to actual costs to date of billing over Estimated Actual Costs. All work progress reports and invoices shall be submitted by the CONSULTANT to the OWNER and after review by the OWNER, payments shall be made within thirty (30) days.

F. Access to Records:

The CONSULTANT and its subcontractors are to maintain all books, documents, paper, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract periods, and for three (3) years from the date of final payment under the contract, for inspection and audit by the FAA, and copies thereof shall be furnished, if requested.

The Engineer's records supporting costs proposals shall also be available for review by authorized representatives of the FAA for a period of three (3) years from the date of final payment under the Contract.

VI. MISCELLANEOUS PROVISIONS

A. Changes in Scope of Work:

When there is a substantial change in the scope, complexity, or character of the work performed, the specified fee as listed under Section V of this Contract, as the Maximum Amount Payable will be reappraised. If the CONSULTANT believes that he has been asked to perform work beyond the scope of services covered by this Contract or by a supplemental agreement hereto, he shall promptly notify the OWNER, in writing, of his intention to make claim for such extra compensation. The CONSULTANT shall not proceed with any such work until a supplemental agreement is fully executed.

B. Extra Work:

If the CONSULTANT is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work" it shall promptly notify the OWNER in writing to that effect. In the event that the OWNER agrees that it shall provide extra compensation to the CONSULTANT, it will be based on actual costs plus a fixed fee amount. Unless written approval for "Extra Work" has been secured in advance from the OWNER, no claims will be allowed.

C. Suspension and Termination of Contract:

City Council Meeting
Prep. Date: 07/13/18
Preparer: Doug Herman



Agenda Item: # 5
Agenda Date: 07/16/18

Communication Page

Agenda Items Description: Resolution to approve E. 1st Street Culvert Removal and Swale Construction Project.

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

Attachments & Enclosures:

Resolution

Estimate

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Streets

\$14,500 +/-

Synopsis: Estimate from B & J Hauling & Excavation, Inc. related to swale construction project within disc golf course and removal of culverts under E. 1st Street that don't function well and create annual rough spots after the freeze and thaw.

Background Information: Due to regular complaints associated with tubes under E. 1st Street that are too close to the surface and heave during freeze/thaw. The culverts can't be lowered due to the elevations of the ditches and we were looking at a fix for the area that would involve a concrete "bridge" if you will over the pipes with a lot of re-rod to alleviate the freeze/thaw problems.

While considering that project we decided to look also at the elimination of the tubes altogether, as with the removal of homes/concrete /etc. in the Disc Golf Course area over the years with flood buy outs and the replacement of same with grassy surfaces, the run off from the DGC through those tubes is minimal. There is likely more flow through those tubes from the north side to the south side during high Kitty Creek flows, where water merely backs up into that area. Brian Monk has put together an estimate to remove the tubes and to create a swale with a 10' bottom and a 6 to 1 slope in the approximate locations shown on the attached aerial at a total estimated cost of \$18,480. The cost would be reduced by approx. \$4,000 if the City hauled the dirt excavated from the site. Some of the dirt would likely be stockpiled by the City for future use and other loads would be dumped near the Willow Shelter and spread to fill voids and other areas where the elevation is lower than it should be. (Basically around the perimeter of the shelter, to bring adjacent ground up to closer to the shelter floor level.) Note: The City would also eliminate some "junk" trees in the area and after final grading look to replace those trees with new trees either this fall or next spring.

The roadway, when the culverts are removed, would be filled as noted on the estimate and at a later date seal coated.

I believe this solution to be a better and cheaper long-term fix to this annual problem that leaving the culverts in place with the heavily reinforced concrete "bridge" approach. The tubes, even if the freeze/thaw heaving is controlled will continue to fill with sand/silt due to the limited fall and also due to the fact that much of the water in those tubes has backed up from Kitty Creek and is sitting idle, allowing the silt to drop out.

Patrick has been asked to look into potential permitting issues and I hope to have more information from him by Monday.

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

The City of Monticello, Iowa

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

RESOLUTION #18-__

Resolution to Approve E. 1st Street Culvert Removal and Swale Construction Project

WHEREAS, The City of Monticello has received an estimate from B & J Hauling & Excavation, Inc. to remove ineffective culverts under E. 1st Street near the Baty Disc Golf Course and to create a swale on the grounds of the Disc Golf Course to manage any water shedding from the disc golf course to Kitty Creek, and

WHEREAS, The Council finds that the removal of the culverts under E. 1st Street would solve a regularly occurring problem with the condition of the street and that the swale would better handle and manage the necessary watershed, and

WHEREAS, The Council finds that the B & J Excavating estimate is reasonable and finds that the City of Monticello Public Works Dpt. should assist with the project, hauling all excavated soil from the site, at an estimated cost savings of \$4,080.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the E. 1st Street Culvert Removal and Swale Construction Project.

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

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

B & J HAULING & EXCAVATION, INC.

P. O. Box 226
Monticello, IA 52310




Estimate

Date	Estimate #
7/9/18	1925

Name / Address
City of Monticello. 200 E 1st st. Monticello, Ia 52310

Description	Qty	Rate	Total	Project
Mobilization	1	1,500.00	1,500.00	
Misc dirt work to create a ditch for improved drainage in the area of East 1st Street. (deduct \$4080.00 if City of Monticello Trucks are used)	1	8,540.00	8,540.00	
Removal of Twin 36" RCP Pipes. Void to be filled with floodable backfill with earthen plugs. Capped with 3/4 Class A Road stone. Pipe to be removed and remain the property of the City of Monticello.	1	6,520.00	6,520.00	
Rip-Rap for a flume at junction of Kitty Creek and new ditch line. Quantity will be billed at placed amount.	96	20.00	1,920.00	
Total			\$18,480.00	



- Legend**
-  Parcels
 -  Cartography
 -  Major Roads

Swale

Ⓢ One basket prob needs moved @ least temporarily

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

Date created: 7/9/2018
 Last Data Uploaded: 7/7/2018 8:16:14 PM

Developed by  Schneider GEOSPATIAL

Many of these trees would come out

Note: Ditch area would be graded so that easier to mow when project done. May help w/ mosquito problem.

City Council Meeting
Prep. Date: 07/13/18
Preparer: Doug Herman



Agenda Item: # 6
Agenda Date: 07/16/18

Communication Page

Agenda Items Description: Resolution to approve Karde's Highway 38 location Pole Sign request.

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

Attachments & Enclosures:

Resolution
Sign design proposal
Aerial of proposed sign location

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Karde's on HWY 38 is considering rebranding as a BP and looking at updated signage.

Background Information: P & Z considered "Pole Sign" request of Karde's (Hwy. 38 location) and has recommended the approval subject to a couple potential options/changes.

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

If a sign is considered a pole sign it must be separately considered and approved. The consideration of such proposal is supposed to happen in advance of the construction of the sign.

170.06 (1) through (5) sets out pole signage considerations:

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

The Board expressed concern with the area between the grade and the bottom of the sign, same being proposed to be only 2.5', the concern being with visibility around the corner if turning from 2nd Street onto Hwy. 38N. (The sign will have two posts and the post closest to Cedar Street will be a foot or so to the east of the current sign post.

The Board recommended the sign be approved if the space between grade and the bottom of the sign were increased to 8' or if the sign were moved to the other (N) side of the Karde's lot. Another option Karde's may be able to consider would be to put gas prices on the canopy over the pumps.

I spoke with Dean Cox and he believes that extending the sign to allow the 8' clearance is workable.

Recommendation: I recommend that the Council determine whether or not the pole sign should be allowed and what conditions if any should be imposed.

The City of Monticello, Iowa

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

RESOLUTION #18-__

Resolution to approve Karde's Highway 38 location Pole Sign request

WHEREAS, Dean Cox, Karde's owner, has requested that he be allowed to install a replacement pole sign on the NE corner of 2nd Street and N. Cedar Street to replace the existing Karde's sign in that approximate location, and

WHEREAS, The Planning & Zoning Board has considered the request and has recommended that the pole sign be permitted at the proposed location if the space between grade and the bottom of the sign can be increased from the proposed 2.5' to 8' or if the sign, as proposed, can be moved to the NW corner of the lot, and

WHEREAS, The City Council finds that the pole sign is appropriate for this business at this location and should be approved, contingent upon the owner agreeing to the recommendation of the Planning & Zoning Board to relocate the proposed sign from the SE corner of the lot to the NW corner of the lot or to ensure 8' of clearance between grade and the bottom of the sign, with the further understanding that the owner would be required to obtain a building permit and to construct the sign entirely outside of the ROW.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the Pole Sign request at the Karde's Hwy. 38 location contingent upon the owner agreeing to the recommendation of the Planning & Zoning Board to relocate the proposed sign to the NW corner of their lot or to ensure 8' of clearance between grade and the bottom of the sign at the proposed location on the SE corner of the lot with the further understanding that the owner would be required to obtain a building permit and to construct the sign entirely outside of the ROW.

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

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

BIG RED ROOSTERFLOW Parts List Quote

Date
5/23/2018

Project Type
Ecommerce

Quote #
5/23/2018

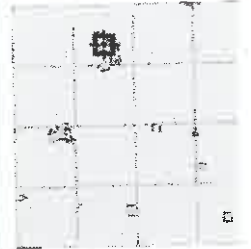
Page
2 of 2




Mid Type	BgbGoalPost
Mid Job Type	New Sign
Sign Width	Blair 64"
Wind Load	30
Overall Height	14
Existing Foundation	No
Customer requested a quote for installation.	No



Overview



Legend

-  Parcels
-  Cartography
-  Major Roads

Parcel ID	0222353004	Alternate ID	073600	Owner Address	COX, DEAN E & KAREN V
Sec/Twp/Rng	n/a	Class	C		17212 CO RD D62
Property Address	202 N CEDAR ST	Acreage	n/a		MONTICELLO IA 52310
	MONTICELLO				
District	MONCO				
Brief Tax Description	R.R. ADD LOTS 372 & 373				
	(Note: Not to be used on legal documents)				

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

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City Council Meeting
Prep. Date: 07/13/18
Preparer: Doug Herman



Agenda Item: 7
Agenda Date: 07/16/2018

Communication Page

Agenda Items Description: Resolution to approve Plat of Survey to Parcel 2018-48, 2018-49, and 2018-50.

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

Attachments & Enclosures:

Proposed Resolution
Plat of Survey

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The Proposed Plat of Survey has created three parcels, with one to be sold, one to become City street ROW and one to be retained by existing owner.

Background Information: All three parcels are currently owned by Tom Yeoman. He will be retaining Parcel 2018-49 which lies to the west of his existing warehouse on Lot 1 of Yeoman's 3rd Addition, selling Parcel 2018-50 for purposes of construction of a commercial building, and maintaining ownership of Parcel 2018-48 until such time as a City street has been constructed on said parcel, basically the final extension of John Drive off the end of the recent extension in front of the Jets facility. No building will be granted an occupancy permit on Parcel 2018-50 until such time that the City Street (John Drive) has been extended, dedicated, and accepted by the City.

The Planning and Zoning Board recommended the approval of the Plat of Survey to Parcels 2018-48, 49, and 50.

Staff Recommendation: I recommend that the Council approve the proposed Plat of Survey to Parcels 2018-48, 49, and 50.

The City of Monticello, Iowa

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

RESOLUTION #18-__

Resolution Approving Plat of Survey to Parcels 2018-48, 2018-49, and 2018-50

WHEREAS, A Plat of Survey has been presented to Parcels 2018-48, 2018-49, and 2018-50 same being located within the City limits of the City of Monticello, and

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

WHEREAS, The City Council has reviewed the Plat of Survey and finds that the use of Parcel 2018-48 has been created to allow for the extension of John Drive, and after the acceptable extension of John Drive that same will be dedicated to the City and accepted by the City, with Parcel 2018-50 being created as a new commercial building lot and Parcel 2018-49 being created to allow for potential future addition or extension of the building located on Lot 1 of Yeoman's 3rd Addition, and

WHEREAS, Based upon the above and foregoing analysis, the City Council finds that the Plat of Survey should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Plat of Survey to Parcels 2018-48, 2018-49, and 2018-50.

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

Dena Himes, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

INDEX LEGEND	
LOCATION:	SECTION 16, T86N, R3W, SW OF SW
PROPRIETORS:	THOMAS W. YEOMAN & DIANE R. SCHAFFER-YEOMAN
REQUESTOR:	TOM YEOMAN
SURVEYOR:	BILL BURGER
SURVEYOR COMPANY:	WM. BURGER LANDSURVEYOR
RETURN TO:	BILL BURGER, 510 3RD STREET WEST COURT, WORTHINGTON, IA 52078 (563) 855-2028

PREPARED BY BILL BURGER 510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078 (563) 855 2028

PLAT OF SURVEY

PARCEL 2018-48 PART OF PARCEL 2017-93 IN SECTION SIXTEEN (16), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF MONTICELLO, JONES COUNTY, IOWA

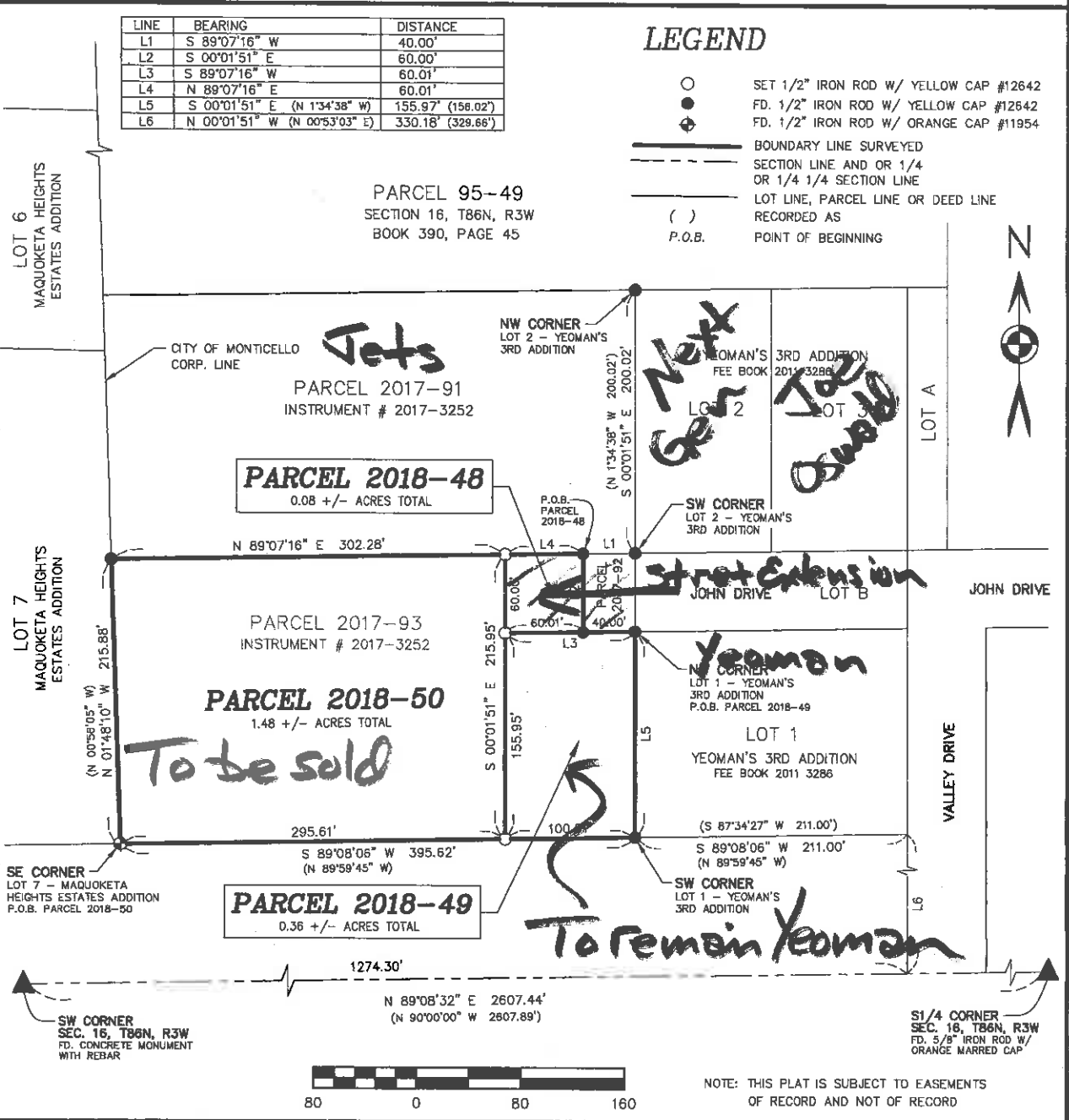
PARCEL 2018-49 PART OF PARCEL 2017-93 IN SECTION SIXTEEN (16), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF MONTICELLO, JONES COUNTY, IOWA

PARCEL 2018-50 PART OF PARCEL 2017-93 IN SECTION SIXTEEN (16), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF MONTICELLO, JONES COUNTY, IOWA

LINE	BEARING	DISTANCE
L1	S 89°07'16" W	40.00'
L2	S 00°01'51" E	60.00'
L3	S 89°07'16" W	60.01'
L4	N 89°07'16" E	60.01'
L5	S 00°01'51" E (N 1°34'38" W)	155.97' (156.02')
L6	N 00°01'51" W (N 00°53'03" E)	330.18' (329.66')

LEGEND

- SET 1/2" IRON ROD W/ YELLOW CAP #12642
- FD. 1/2" IRON ROD W/ YELLOW CAP #12642
- ⊕ FD. 1/2" IRON ROD W/ ORANGE CAP #11954
- BOUNDARY LINE SURVEYED
- - - SECTION LINE AND OR 1/4 OR 1/4 1/4 SECTION LINE
- · - · - LOT LINE, PARCEL LINE OR DEED LINE
- () RECORDED AS P.O.B.
- P.O.B. POINT OF BEGINNING



	DATE OF SURVEY: 11/10/2017	SCALE: 1" = 80'	SHEET 1 OF 4
	PROPRIETORS: SEE INDEX LEGEND ABOVE I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2018. <i>William H. Burger</i> 7/9/18 WILLIAM H. BURGER #12642 DATE		
NO. OF SHEETS COVERED BY THIS SEAL: 1		Wm. Burger LandSurveyor 510 3rd Street West Court Worthington, Iowa 52078	

City Council Meeting
Prep. Date: 07/13/18
Preparer: Doug Herman



Agenda Item: # 8
Agenda Date: 07/16/2018

Communication Page

Agenda Items Description: Ordinance to re-zone property located at 203 E. 9th Street from R-1 Single Family Residential to R-3 Multi Family Residential and Condominium District. (3rd Reading)

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

Attachments & Enclosures:

Ordinance

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

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

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

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

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

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

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

ORDINANCE NO. 717

An Ordinance amending the Monticello Code of Ordinances, by amending Chapter 165 “ZONING REGULATIONS” of certain property located within the City Limits of the City of Monticello, same being generally described as 203 E. 9th Street, Monticello, IA 52310, legally described as set forth below, and amending the Official Zoning Map.

Legal Description:

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

A. Zoning Classification:

That the Zoning Classification for the above-described property shall be hereby amended from its’ present designation of R-1, Single-Family Residential to R-3 Multi-Family Residential and Condominium District.

B. Repealer:

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

C. Severability:

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

D. Effective Date

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

1st reading passed by the Council on this 18th day of June, 2018

2nd reading passed by the Council on this 2nd day of July, 2018

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

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance #717 was published in the Monticello Express on the _____, 2018.

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 07/13/18
Preparer: Doug Herman



Agenda Item: # 9
Agenda Date: 07/16/18

Communication Page

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

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

Attachments & Enclosures:

Ordinance

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

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

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

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

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

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

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

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

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

Amendment to Ordinance recorded as document _____, recorded date _____

ORDINANCE NO. 718

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

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

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

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

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

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

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

1. Solicitors or Peddlers

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

2. Transient Merchants

A. For each period of one to seven days	\$ 100.00
B. For each additional period of one to seven days	\$ 100.00
C. For up to six (6) months	\$1,000.00
D. For more than (6) months but less than one year	\$1,500.00

3. Days shall be accrued during the course of the calendar year, commencing
January 1st of each year and fees shall be based upon the sum of accrued days and
desired additional days of permitted sales/solicitation.

B. Repealer:

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

C. Severability:

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

D. Effective Date

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

1st reading passed by the Council on this 2nd day of July, 2018

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

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

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance #718 was published in the Monticello Express on _____.

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 07/13/18
Preparer: Doug Herman



Agenda Item: # 10
Agenda Date: 07/16/2018

Communication Page

Agenda Items Description: Ordinance to amend Chapter 68, Code of Ordinances, One-Way Traffic, by adding alleyway between S. Walnut Street and S. Gill Street.

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

Attachments & Enclosures:

Ordinance

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Proposed addition of an alleyway, generally running e/w to the one-way code.

Background Information: The alleyway behind or to the south of Bradview Court runs generally west as it leaves Walnut Street and then turns in a northerly direction as it basically exits into S. Gill Street. Due to traffic safety concerns and a complaint by an abutting resident the Police Chief has recommended that the alleyway be made a one-way, from the east to the west. Letters were sent to all neighboring property owners by the Chief and he has not received any feedback to date. I received feedback from one neighbor who utilizes the alleyway to access her garage and wanted to be sure that they would be able to continue to exit eth alleyway "against the grain" if you will, particularly in winter conditions as to go the other way from their driveway could be difficult.

The Chief's plan is to basically exempt residents of the alleyway from the enforcement of the Ordinance, but to limit the through traffic.

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

ORDINANCE ____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF MONTICELLO, IOWA, BY ESTABLISHING A ONE-WAY SECTION OF ALLEY ON A PORTION OF THE ALLEY THAT EXTENDS, PRIMARILY EAST AND WEST BETWEEN S. Walnut Street and S. Gill Street.

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

SECTION 1. New Paragraph. The Code of Ordinances of the City of Monticello is amended by adding a new paragraph to Chapter 68 "One-Way Traffic", §68.01 "One-Way Traffic Required, by way of adding a new subparagraph "5" which is hereby adopted to read as follows:

68.01(5) That section of the Alley extending from S. Walnut Street to S. Gill Street, behind or south of Bradview Court, shall be west-bound only. Use of the alleyway by residents living on the alleyway shall continue to be two-way as needed by said residents.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any Section, provision or part of this Ordinance shall be adjudged invalid, or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole, or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication, as provided by law.

Passed and approved this ____ day of _____, 2018.

Brian Wolken, Mayor

ATTEST:

Sally Hinrichsen, City Clerk

I certify that the foregoing was published as Ordinance No. ____ on the ____ day of _____, 2018.




Sally Hinrichsen, City Clerk



Overview



Legend

-  Parcels
-  Cartography
-  Major Roads

Parcel ID	0228226013	Alternate ID	023200	Owner Address	CITY OF MONTICELLO
Sec/Twp/Rng	n/a	Class	EX		
Property Address		Acreage	n/a		
District	MONCO				
Brief Tax Description	BRADVIEW S.D. S 18' W 64' E 144' LOT 5 (Note: Not to be used on legal documents)				

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

Date created: 7/13/2018
Last Data Uploaded: 7/13/2018 5:20:04 PM

Developed by  **Schneider**
GEO SPATIAL

City Council Meeting
Prep. Date: 07/13/18
Preparer: Doug Herman



Agenda Item: Reports
Agenda Date: 07/16/2018

Communication Page

Agenda Items Description: Misc. Reports

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

Attachments & Enclosures:

- Sidewalk letter/agreement/LaGrange e-mail
- Willow Park Trail route Aerial
- PD Report for May, 2018
- Draft Letter to Dumpster users not using Repub.
- SRO Considerations/Documents: Chief Smith

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Reports / Potential Action:

- See draft letter to residents wanting “City” contractor to repair marked sidewalks and draft sidewalk repair agreement as well as explanatory e-mail from Brant.
- Willow Park Trail: The City has been awarded a Parks to People Grant (Approx. \$12,000) and is awaiting confirmation of a Rotary Grant (Approx. \$15,000) in relation to a proposed trail project through Willow Park, beginning at Oak Street near the “prairie” and ending on E. 1st Street, generally near the bridge. MAC Concrete Construction was nice enough to put some numbers together for us to use in seeking these grants and I am awaiting confirmation from Patrick that we can proceed without much resistance on the permitting end. The project does not include lighting, which could be the 2nd phase, and is currently planned to be an 8’ wide concrete trail with the City doing trail related prep work ahead of the concrete contractor. Another potential grant is the Jones County Foundation, however, I may propose that we apply for those funds to utilize at the City Fountain. To take advantage of the Parks to People funds we must complete the project by the end of the year. With regard to the Rotary Grant, we cannot start the project until we have the grant approval in hand. Total project cost, depending upon concrete thickness and re-bar desires could be in the \$80,000 range.
- We continue to field questions and troubleshoot the recent changes in sanitation and recycling. Most of our contact with the public is positive, just answering questions, with a few objecting to the changes. Within a week or two I believe we will have all the bugs worked out. Republic is now to be collecting all waste in the community. See attached draft letter to commercial customers not yet using Republic that is proposed to be sent next week. Any objections?
- PD Activity Report: See Attached.

- Fireworks: We are through another 4th. I, personally, did not get complaints but am aware that Bud did and I did hear of complaints on social media. Any thoughts or desires by the Council to consider changes to the current status of the Code to allow, w/out restriction, the use of fireworks in town so long as consistent with the State Code?
- School Resource Officer Considerations: Chief Smith wanted me to share this information with you as it has been a topic of discussion between he and the school superintendent. All he was looking for tonight was a feel for whether the Council is ok with him exploring this idea with the superintendent or whether the Council feels we should not pursue such a relationship. I have attached documents Britt has prepared in relation to such an agreement / relationship. I have not read the documents yet myself but will do so before the meeting gets here.

Doug Herman

From: blagrange
Sent: Thursday, July 12, 2018 8:44 AM
To: Doug Herman
Subject: Sidewalk Update for Packet
Attachments: Sidewalk cost letter 2018.doc

Mayor and Council,

I have lined up to perform the grouped sidewalk work, ACE concrete. They are a local area contractor who has performed some previous city work. They would be able to start in a reasonable timeframe once given the go ahead.

Currently working on putting together a letter to inform the property owner of costs and associated responsibilities of work. I have included a sample letter attachment.

I will work on getting the letters mailed prior to next Council meeting. I need to perform another inspection of town this fall in order to find the sidewalks that will need to be repaired and have been identified as hazards.

I am also getting a FAQ's put together to better have the information of sidewalk repairs available.

Brant LaGrange
Director of Public Works
City of Monticello
200 E. 1st Street
Monticello, IA 52310
319.465.3577
blagrange@ci.monticello.ia.us



CITY OF
MONTICELLO

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

Equal Opportunity Employer - Fair Housing City

July 12, 2018

Monticello, IA 52310

Re: Sidewalk Repairs

Dear Property Owner:

You are receiving this letter because your name is on the list of property owners who desired to have the City hire a contractor to fix that portion of your sidewalk previously identified as being in need of repair.

The City has negotiated with a local contractor to perform the necessary work on your sidewalk, and the sidewalks of many others. The negotiated cost is \$105 per "standard" panel and includes the removal, disposal, and replacement of those panels/areas deemed to be out of compliance by City staff. Upon replacement the contractor will see to the removal of all forms and dirt will be placed around the replaced panels bringing the property generally to grade. Seeding and watering of disturbed areas will be your responsibility. You are not obligated to utilize the Contractor lined up by the City and may choose to make the necessary repairs on your own or through a contractor of your choosing.

Before directing the Contractor to proceed we will need your signature on the attached form authorizing the City to move forward as proposed and agreeing to pay the balance due to the City upon project completion. Payment plans will be considered upon satisfactory proof to the City that a payment plan is required. If you believe that you will need a payment plan, those arrangements need to be worked out in advance of the work being completed. City staff will be happy to meet with you at your property to inspect the sidewalk to ensure that that everyone is on the same page as to what is to be removed and replaced. Please call City Hall to request an appointment.

Sincerely yours,

Brant LaGrange
Director of Public Works

Enc.

**City of Monticello
Sidewalk Repair Agreement**

The undersigned, _____, (Owner) who owns property located at _____, Monticello, Iowa, and the City of Monticello (City) do hereby agree as follows:

1. Certain portions of the sidewalk located on Owner's property are out of compliance with the City Code and require repair.
2. Owner has requested that the City take steps to line up a contractor to see to the repairs necessary to bring the property into compliance with the City Code.
3. The City has lined up a contractor, ACE Construction, who has agreed to repair "sections" of sidewalk at the rate of \$105.00, that includes the removal of existing sidewalk and replacement with new sidewalk in those areas deemed to be in need of repair or otherwise agreed to by Owner and City.
4. Owner further understands that dirt will be placed around the repaired concrete, generally level with surrounding elevations, and that Owner will be required to seed, water as necessary, and otherwise care for those disturbed areas.
5. Owner understands that they will be obligated to reimburse the City for 100% of the cost of said repairs within thirty days of receiving an invoice from the City unless other arrangements between Owner and City have been made in advance of the repair work being performed.
6. Owner also acknowledges that they understand the scope of work to be performed and understand that the total cost of the work to be completed on their property for which they will be invoiced totals \$ _____. Any change to the scope of work or proposed costs must be agreed to in writing by the City and the Owner. If Contractor performs other work for Owner that is not part of this agreement the Owner will be billed directly by the Contractor for said work.

Signed and dated this ____ day of _____, 2018.

Owner

Signed and dated this ____ day of _____, 2018.

City



JONES COUNTY, IOWA

Willow Park
City of Marshall, IA
Date: 7/16/2019

If the data delineated herein, either expressed or implied by Jones County or its employees. This map is compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

This map was produced from data maintained in the Jones County Geographic Information System. For further information regarding maps, data sources or the availability of GIS products and services, please contact Jones County GIS at: (319) 462-5303.



SCALE
1:1,113

LEGEND

Trail Option

2017 Imagery Provided by USDA-FSA Aerial Photography Field Office





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

From the Office of:

Chief of Police

Britt D. Smith

POLICE DEPARTMENT ACTIVITY

For the month of:

May 2018

Total Calls for Service: 258 (1,112 for 2018)

Traffic Stops: 99

Citations: 20

Parking Citations: 0

Arrests:

Driving While Suspended: 1

Driving While Barred: 2

Theft 3rd: 1

Burglary 3rd: 1

Accidents Investigated: 4

EMS Assists: 32

Nuisance Warnings: 9

Use of Force: 0

Public Complaints: 0

Information:

I brought on a new part-time police officer due to the continued absence of Robert Urbain. Officer Peter Fleming comes to us from Dubuque and had previously worked for the Dubuque Police Department where he was certified at the Iowa Law Enforcement Academy in 2017. Officer Fleming is also working part time for the City of Cascade and will serve as a short notice fill in for vacation shifts or other scheduled absences as well as serving as extra assistance during the Jones County Fair.

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We have begun gearing up for the Great Jones County Fair. Preparations include the reservation of the portable light towers that are positioned at 4 key intersections where pedestrian traffic is the highest. We also contract with a company called the Stadium Fundraising Group that assist us in traffic control at key intersections to alleviate the congestion of traffic at the completion of the concerts.

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

Britt



CITY OF
MONTICELLO

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Fax (319) 465-3527

Equal Opportunity Employer - Fair Housing City

To: Property Owner / Occupant
From: City Administrator Doug Herman
Re: Garbage (Dumpster) Collection
Date: July 09, 2018

Dear Property Owner / Occupant:

The City of Monticello contracted with Republic to collect all dumpster waste in Monticello, commencing with the month of December, 2015. By City Code you are required to utilize the City contractor. The City Council found that it was in the best interests of the City and all residents to limit the number of garbage trucks travelling our streets and also found that hiring one contractor, by bid, would provide a good rate, an organized collection schedule, and contractor accountability. The City has not at this point mandated a specific hauler for recycling waste collected in a dumpster; this continues to be your choice.

The Council asked that City staff be lenient with those that had contracts with haulers at the approval of the Ordinance, not requiring compliance immediately, but allowing their contracts to expire before mandating compliance with the City Code. Now that we are two and one-half years into our agreement with Republic the City Council has asked staff to take all steps necessary to ensure compliance with the City Code. Your property has been identified as a property served by a commercial hauler other than Republic.

You are hereby informed that the City will begin invoicing you for the collection of your dumpsters effective August 1, 2018 whether or not you have taken steps to contact the City to set up a collection schedule with Republic. Republic provides front load dumpsters and collects dumpsters on many days during the week. If you have a rear load dumpster that you own you may either sell it, scrap it, or have it stored on the City Public Works site for up to thirty (30) days while you consider your options. Please call Public Works Director Brant LaGrange with questions related to the removal and/or delivery of a new front load dumpster to your property.

Sincerely yours,

Douglas D. Herman
Monticello City Administrator



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

From the Office of:

Chief of Police

Britt D. Smith

July 9th, 2018

Dear Monticello City Council and Mayor;

Several weeks ago, I was contacted by Dr. Brian Yaeger, Superintendent of the Monticello Community School District. Dr. Yaeger wished to discuss the opportunities to increase school safety. Recent federal legislation is requiring that school districts update and improve their emergency response practices and procedures in the event of school violence activity. The general idea of implementing a School Resource Officer was brought up by Dr. Yaeger as at his previous school in Arizona where he served as a high school principal the Police Department and School District partnered and created a School Resource Officer position which was highly regarded within the district. The idea that this program could be implemented within our district was something that was worth exploring. I had explained that approximately 10 years ago a proposal for implementing a School Resource Officer was looked into, but due to a lack of interest the proposal was terminated. Unfortunately, society has changed and the educational environment has come under attack. The upbringing of America's youth has significantly changed and relationships between youth and law enforcement have become strained due to incidents around the county.

As our discussions progressed some of the working arrangements that would benefit each partner of a proposed School Resource Officer have been put together. It is at this point that this proposal is ready to be shared with the appropriate governing bodies for your consideration and determination if this project is worth further consideration. Dr. Yaeger has presented this project to the Monticello School Board and has only received positive feedback from the board on the continuation of this project. The following details are some key aspects that have been considered.

A School Resource Officer position would allow a dedicated Monticello Police Officer to be assigned to the Monticello Community School District for the 172 day school year. The designated officer would work Monday through Friday from 7:30 to 3:30 and report to the Monticello High School to work with School Administration in areas such as student safety and security, student disciplinary issues, education programs, and event supervision. This position would not only serve the Monticello High School but all buildings and grades within the district to increase contact and security coverage. The selection of an appropriate officer would be at the discretion of the Chief of Police with approval by the District Administration. The current proposal of a central campus would only increase the security benefits for the district covering more grades in a single location. Throughout the year the Officer would attend and supervise special events at the discretion of the School District. The Department does maintain the right to

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reallocate the position in times of need for the Community due to staffing shortages or other emergencies.

During the summer months, school holidays and break periods when school is not in session, the officer would be assisting the Department with scheduling vacancies, special event coverage, as well as code enforcement, such as nuisance violations and other municipal infractions.

Now for the issue of compensation, a proposed cost share with the school would be implemented. The total benefits package which includes an hourly wage, vacation pay, health insurance, disability, life insurance, IPERS contribution, unemployment, Social Security, and Medicare comes to \$71,102.44 annually. The proposal would have the School paying 60% of the wages and benefits of a Full-time certified Police Officer and the City paying 40%. The schools portion would be \$42,661.46 with the City portion being \$28,440.98. The only additional budgetary items for an SRO position would be update training and certifications necessary for the successful completion of the duty. These additional expenses would be minor and would be less than \$1,000 annually.

There is some grant funding available through the Department of Justice Community Oriented Policing Program that assists departments with adding additional officers to departments for programs like this. Currently the COPS funding grant is not taking applications at the current time but could be expected to allocate funding to this grant program later this year. In 2017 the Community of Vinton applied for funding through the Department of Justice and received funding for a School Resource Officer. This is the closest and smallest community to implement such a program. Other grant funding or fundraisers that the department or district would or could participate in would be split between both agencies to offset the expenses.

The creation of this program would mean a current officer would move to this assignment. At the present time it has been discussed that Sergeant Dawn Graver would move to the SRO position and would be relieved of the Sergeant rank. This would mean there would be a vacancy for the patrol section which would require the hiring of a replacement. A new officer would need to be hired to fill the vacancy of moving an officer over to the SRO position. The rank of Sergeant would be filled through a promotion of a senior patrol officer. By hiring a new officer, we would be slightly reducing the patrol operating expenses as the new officer would likely have a starting wage significantly less than the current officer wage do to experience and tenure.

The following job description has been prepared with additional policy and procedure guidelines. A 28E agreement between the City of Monticello and the Monticello Community School District has been drafted for review.

The timeframe for this proposal would be for a 3-year agreement in order to see and maximize the benefits of implementing a program.

The purpose of this is not to obtain final approval, but to provide you with some basic information on the fundamentals of this program. It is my request that the City Council consider

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Monticello, IA 52310
(319) 465-3526
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implementing this position and allow further exploration and research into this program for your further consideration.

I would invite your questions and comments at any time.

Sincerely,

Britt

Monticello Police Department

SUBJECT: <i>Job Classification – School Resource Officer</i>		DISTRIBUTION <i>ALL PERSONNEL</i>	RESCINDS	NUMBER: <i>B-13</i>
TYPE: <i>General Order</i>	ISSUED:	REVISED:	REFERENCES:	

School Resource Officer Job Description

POSITION SUMMARY:

The School Resource Officer is under the general direction of the Chief of Police and subordinate to the Sergeant. A School Resource Officer enforces local, State and Federal laws and ordinances; enforces District policies and guidelines; and performs related duties as required.

ESSENTIAL FUNCTIONS, RESPONSIBILITIES AND DUTIES:

Each of the following functions, tasks, duties and/or responsibilities will be performed on an on-going basis unless otherwise noted.

- Immediately reports to the Chief of Police, through the chain of command, all serious or unusual occurrences.
- Take law enforcement action to protect against unwanted intruders. Identify and prevent delinquent behavior, including substance abuse. Make arrests only when necessary to protect students, staff and school property.
- Patrol district property for suspicious activity, or unauthorized persons.
- Conduct building security assessments for all district schools, guard, check and secure doors, rooms, buildings and equipment.
- Work closely with district administrators and staff on safety protocols and regulations.
- Maintain all State and Departmental required certifications as a Police Officer and the required educational certificates to provide the directed instruction within the district.
- Coordinate security for crowd and vehicle control at extra-curricular activities and special events.
- Enforce State and Local Laws as well as district rules and regulations.
- Respond to calls as requested by other law enforcement officers.
- Provide in-service training to help administrators be better prepared to deal with security-related matters.
- Provide classroom presentations on crime prevention, concepts and structure of the law, de-escalation techniques, and substance abuse education.
- Provide instructions and directions to others as it pertains to law enforcement matters and emergency situations.

- Perform other duties as assigned by appropriate supervisory personnel and school administrators.
- Support the supervision of students with appropriate referrals to District personnel.
- Provide informal consultation with students and staff
- Perform all duties at the designated district locations in uniform and armed.

KNOWLEDGE, SKILLS AND ABILITIES:

- Thorough knowledge of principles, methods, and procedures of law enforcement;
- Thorough knowledge of Departmental rules; directives, regulations, policies, procedures and General Orders;
- Thorough knowledge of School District rules; directives, regulations, policies, procedures and General Orders;
- Knowledge of City, State and Federal laws, codes and ordinances;
- Possess good oral and written communications;
- Ability to ascertain facts by personal contact, observation and the examination of records;
- Knowledge of commonly used police practices and procedures;
- Ability to react quickly and calmly in emergency situations and determine the proper course of action;
- Ability to maintain an effective working relationship with other co-workers, supervisors, elected officials, School district faculty and staff, and the public;
- Knowledge of the geography and physical layout of the City of Monticello, and Monticello Community School District buildings and grounds;
- Ability to plan, analyze and interpret police problems and criminal evidence;
- Skill in the use of defensive weapons including proficiency in the use of firearms;
- Ability to deal tactfully and diplomatically with all segments of society;
- Ability to perform duties under stress;
- Ability to follow duties and oral and written instructions under stress;
- Ability to develop keen observation;
- Ability to remember names, faces and details of incidents.

WORKING CONDITIONS:

Inside office work performed under controlled conditions, but with occasional humidity, poor ventilation and noise. Uncontrolled outside work conditions to include working outside in extreme inclement weather conditions. Occasional climbing, running, stooping, reaching, and handling activities. Requires ability to converse using verbal and listening skills, with citizens, vendors, staff, School District Faculty and staff, youth, and Council. Requires clarity of vision 20 feet or more and 20 feet or less, as well as eye/hand coordination, manual/finger dexterity and motor coordination. Requires clerical, forms, numerical and verbal perception. Requires occasional periods of strength including the disarming and arresting of persons. Minimal physical strength requirements involving the moving, lifting, pushing, carrying and pulling of objects weighing up to 50 pounds.

MINIMUM EDUCATION, TRAINING AND EXPERIENCE:

- High School graduate;
- Must meet the minimum requirements and standards for Iowa law enforcement officers as specified by the Code of Iowa;
- Must possess a valid Iowa driver's license;
- Must possess excellent customer relation skills and be able to communicate well with others both verbally and in writing; and
- Ability to safely handle firearms and successfully complete qualifications for their use.

BENEFITS:

- As provided by the current Police Officers employment contract/agreement.

DISCLAIMER:

All duties and requirements in this job description have been determined by the employer to be essential job functions and are representative of the functions necessary for successful job performance. They do not, however, reflect the only duties required. Employees in this job classification will be expected to perform other job-related duties when it can be reasonable implied that such duties do not fundamentally change the basic requirements, purpose or intent of the position.

TIME REQUIREMENTS:

As assigned by the Chief of Police.

ACKNOWLEDGEMENT BY EMPLOYEE:

I hereby certify that I have read the above job description and fully understand my duties and responsibilities:

Police Officer

Date

Police Chief

Date

Monticello Police Department

SUBJECT: <i>School Resource Officer</i>		DISTRIBUTION <i>ALL PERSONNEL</i>	RESCINDS	NUMBER: <i>D-15</i>
TYPE: <i>GENERAL ORDER</i>	ISSUED:	REVISED:	REFERENCES:	

Policy: The Monticello Police Department employs a School Resource Officer (SRO) with the following mission statement:

Mission: The School Resource Officer (SRO) is dedicated to providing a safe educational environment for every student. The SRO is committed to building and maintaining a good rapport with students, school administration, teachers and staff. With integrity and character the SRO will build positive relationships, trust and respect, while enhancing safety.

Vision: Enhancing the educational environment for schools while using our skills in a professional manner.

PROCEDURE:

General:

This policy addresses:

1. Dealings with juveniles on school property during school hours, and during school-sanctioned events; &
2. Law enforcement officers who are subject to these policies and procedures while serving in extra-duty security and related assignments for schools.

It does not pertain to juveniles legally using school facilities after school hours, or juveniles trespassing or committing offenses on school property after school hours.

Interviewing/Interrogating Students:

1. Officers do not normally contact or seek out students on campus for alleged offenses that did not occur in conjunction with school activities. When possible, juveniles should be contacted before or after school hours at their place of residence, work, or while recreating.
2. Except in exigent circumstances or in arrest situations as outlined in this policy, officers needing to detain or question youths on school property should first contact the school principal. To the degree possible, officers should explain the nature of their business and the exceptional need to meet with the youth(s) in question during school hours.
3. Generally, students are not contacted by officers publicly in the school setting for purposes of questioning, unless an arrest is anticipated or reasonably possible. Youths to be questioned should be summoned by school officials to a private interview room or other appropriate area.
4. School officials may refuse officer's request to question a student in their charge, if no arrest warrant exists. Officers may be asked to contact the parents, guardians, or juvenile justice authorities with their request. Except in exigent circumstances officers make efforts to comply with these requests.
5. School officials may be present as observers during interviews or questioning of students, if they request.
6. Officers may not enlist school officials or employees to conduct interviews, inquiries, or similar fact-finding activities as part of an investigation involving students. School officials who act at the direction of, or on behalf of, the interest of police constructively become *police officers*; and, as such, abide by

legal provisions pertaining to a police officer. Police officers are not precluded from questioning school officials regarding their knowledge of activities and similar matters about youths in their charge.

Arrest/Removal of Students:

1. Students may not be removed from school property without notifying the school principal, or his/her designate, or without an *arrest warrant* or *probable cause*. Officers are responsible for ensuring that the youth's parent(s), guardian(s), or a responsible adult is notified of the youth's removal, irrespective of the responsibility of school officials to make such notification.
2. Officers should avoid making arrests on school grounds when they may be made effectively elsewhere.
3. If it is necessary to arrest a juvenile on a school campus during class hours, officers secure an arrest warrant, and notify the principal or his/her designate before making the arrest, unless exigent circumstances exist, or such notification jeopardizes the ability of officers to safely and effectively make the arrest.
4. Where possible, officers may not arrest juveniles on school grounds, if use of force is a reasonable possibility.
5. Arrest of students on school property should, to the degree possible, be conducted so as to minimize embarrassment to the student and disruption of school activities and functions. Officers should use handcuffs or other restraining devices when making arrests in schools whenever deemed necessary to ensure the security of juvenile arrestees and safety of other students, the officers, and others.

Searching Students and Property:

1. Police searches of students and their property on school premises are generally subject to the same legal requirements for a *search warrant* and *probable cause* as other searches. Exceptions to the search warrant requirement (e.g., consent to search, emergency situations) that apply to non-school searches also apply to school searches.
2. School officials cannot give police permission to search students or their possessions, and retain *en loco parentis* rights and responsibilities. Such circumstances constitute a police search and become subject to the restrictions of a police search.
3. School officials may conduct both routine and non-routine searches without a *search warrant*. In searching students' persons, the standard for school administrators, including security guards, is *reasonable suspicion*. A good deterrent practice normally includes routine searches of lockers, storage spaces, backpacks, and rooms on a random basis.
4. Searches conducted by school officials upon the request of or with the active participation of police, require a search warrant.
5. At the request of school administrators, sworn law enforcement officers may accompany school officials who are conducting a search.

28E AGREEMENT BETWEEN THE
CITY OF MONTICELLO, IOWA
and
THE MONTICELLO COMMUNITY SCHOOL DISTRICT
FOR SCHOOL RESOURCE OFFICER PROGRAM

This agreement made and entered into this _____ day of _____, 2018, by and between the MONTICELLO COMMUNITY SCHOOL DISTRICT (hereinafter referred to as "District") and the CITY OF MONTICELLO, IOWA POLICE DEPARTMENT (hereinafter referred to as "City")

This agreement is entered into pursuant to the provisions of Chapter 28E, Code of Iowa.

After execution of this agreement by the District and the City, it shall be filed in the office of the Secretary of State and the office of the Recorder for Jones County, Iowa.

It is understood that this agreement is between two public agencies and that a separate legal or administrative entity will not be created under this agreement. The Chief of Police shall be the administrator of this agreement.

ARTICLE I

General

The parties share a mutual concern to maintain an atmosphere in the Monticello Community School District where school staff and students feel free from intimidation. A School Resource Officer program would present a cooperative approach towards addressing this concern.

School Resource Officer programs are recognized nationally as programs that effectively establish positive working relationships between the schools and the police department. The School Resource Officer (SRO) will assist school administrators by taking immediate action when police intervention is warranted. Additionally, the SRO will provide guidance and support in assisting school staff, students and parents with a variety of non-emergency police related matters.

ARTICLE II

SELECTION

1. The SRO will be a certified police officer.
2. The Chief of Police or his designee shall select the police officer for assignment as SRO in consultation with the District Superintendent.

SUPERVISION

1. The Chief of Police or his designee shall supervise the SRO.
2. The Chief of Police, in consultation with the District Principals, will complete performance evaluations for the SRO at the completion of each school year.

REGULAR DUTY HOURS

1. Generally, the SRO shall be on District property from 7:30 am until 3:30 pm working with administrators and students on a flexible and as-needed basis.
2. A request for SRO attendance at extracurricular school related events shall be made sufficiently in advance to allow the adjustment of regular working hours.
3. The SRO may be temporarily reassigned by the police department during school holidays and vacations and/or during times of police emergency.

EQUIPMENT OF SCHOOL RESOURCE OFFICER

1. All equipment purchased by the City for the SRO to perform his/her duty shall be property of the City.
2. All equipment purchased by the District for the SRO to perform his/her duty shall be property of the District.

ARTICLE III

DUTIES AN RESPONSIBILITIES OF SRO

1. Immediately reports to the Chief of Police, through the chain of command, all serious or unusual occurrences.
2. Take law enforcement action to protect against unwanted intruders. Identify and prevent delinquent behavior, including substance abuse. Make arrests only when necessary to protect students, staff and school property.
3. Patrol district property for suspicious activity, or unauthorized persons.
4. Conduct building security assessments for all district schools, guard, check and secure doors, rooms, buildings and equipment.
5. Work closely with district administrators and staff on safety protocols and regulations.
6. Maintain all State and Departmental required certifications as a Police Officer and the required educational certificates to provide the directed instruction within the district.
7. Coordinate security for crowd and vehicle control at extra-curricular activities and special events.
8. Enforce State and Local Laws as well as district rules and regulations.
9. Respond to calls as requested by other law enforcement officers.
10. Provide in-service training to help administrators be better prepared to deal with security-related matters.
11. Provide classroom presentations on crime prevention, concepts and structure of the law, de-escalation techniques, and substance abuse education.
12. Provide instructions and directions to others as it pertains to law enforcement matters and emergency situations.
13. Perform other duties as assigned by appropriate supervisory personnel and school administrators.
14. Support the supervision of students with appropriate referrals to District personnel.
15. Provide informal consultation with students and staff
16. Perform all duties at the designated district locations in uniform and armed.
17. The SRO WILL NOT act as a district disciplinarian or conduct investigations into acts or incidents that are not deemed to be criminal in nature.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF THE DISTRICT

The District shall provide the SRO the following materials and facilities which are deemed necessary to the performance of the SRO's duties:

1. Access to an appropriate office setup
2. Access to District Internet service
3. Training on school specific protocols.

ARTICLE V

EMPLOYMENT STATUS

The School Resource Officer shall remain an employee of the City of Monticello and shall not be an employee of the District. The District and the City acknowledge that the School Resource Officer shall remain responsive to the chain of command of the Monticello Police Department.

ARTICLE VI
FINANCING

The District shall pay 60% of the complete cost of one Certified Full-Time Police Officer for the City of Monticello. The City shall pay 40% of the complete cost of one certified Full-Time Police Officer.
FY2019 (July 1st, through June 30th) \$71,102.44
District \$42,661.46
City \$28,440.98

The City and the District shall share equally in any funds received by either of them from sources other than the City and District, including without limitation state and federal grants, which are designed for the SRO program.

The City will invoice the District 1/12th of the Districts share of the wages each month.

ARTICLE VII
TERMINATION AGREEMENT

The terms of this agreement shall begin on _____, 2018_____ and expire on ___June__30th_,2021_. This agreement may be renewed by mutual agreement. This agreement may be terminated by either party upon a one-year written notification to the other party. By mutual agreement the notification period may be less than one year.

ARTICLE VIII

This agreement may only be modified by written mutual agreement to amend.

ARTICLE IV
INDEMNIFICATION

The District agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees, against any and all claims, suits, actions, debts, damages, costs, charges and expenses, against any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including court costs and attorney's fees, and against all liability for property damage and personal injury, including death resulting directly or indirectly therefrom, arising from any acts or omissions of the District, either active or passive, or those of its agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this agreement.

The City agrees to indemnify, defend, and hold harmless the District, its officers, agents, and employees, against any and all claims, suits, actions, debts, damages, costs, charges and expenses, against any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including court costs and attorney's fees, and against all liability for property damage and personal injury, including death resulting directly or indirectly therefrom, arising from any acts or omissions of the City, either active or passive, or those of its agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this agreement.

City Council Meeting
Prep. Date: 07/13/18
Preparer: Doug Herman



Agenda Item: # *Abatement*
Agenda Date: 07/16/2018

Communication Page

Agenda Items Description: Abatement Hearing Erin Devilbiss requests a hearing after being told to remove her pitbull from the community.

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

Attachments & Enclosures:

Letter from Devilbiss
Information related to emotional support claims
and service animals

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Devilbiss told to remove pitbull from community and has requested a hearing.

Background Information: Devilbiss contends that her dog is an emotional support animal. That is not the same as a service dog/ animal and is not afforded the same protections and the City code i.e. the Pit Bull ban supersedes her claim of having an emotional support dog. 2000

The City passed the pit bull ban in 2006. Devilbiss has lived in the community since at least 2000. It appears that the pit bull, a shelter animal, was brought into the community well after the pit bull ban went into effect, in 2010 as I read her letter. (She admits not wanting a pit bull but being told by the shelter that her dog was not a pitbull.)

I have received a letter from an MD on Erin's behalf indicating that she qualifies, if you will, for an emotional support animal.

Recommendation: I recommend that the Council consider the comments and evidence introduced by Mrs. Devilbiss and takes appropriate action.

Mayor Brian Wolken

Dear Mr. Wolken,

I am writing to tell you how my dog Stoni is invaluable to me as a support animal.

I suffer from bipolar disorder and generalized anxiety. I began treatment in 2010 but had been dealing with the symptoms since way before then before finally receiving a diagnosis. Bipolar is cyclical. A person cycles between depression on one end of the spectrum and mania on the other. Some people have wider mood swings than others. Some people cycle daily, and some cycle over a year or more. The best way I can describe it is that I have the same feelings as anyone else; I just feel them more intensely to the point that it sometimes interferes with living my day-to-day life. If the person without the disorder feels in color, I feel in hypercolor. Here are some of the problems I had with that:

- Being depressed was hard. I would cry a lot or lie in bed and stare blankly at the ceiling feeling like I was outside of myself, disconnected, and not able to bear the thought of getting out of bed. It felt like nothing mattered, and I was not part of this world or connected to my body. My doctor later told me that there was a name for that: depersonalization.
- The anxiety was crippling. At times, I would be so anxious that I would pace or be paralyzed because of it. The feeling would come out of nowhere with no discernible cause. I would try doing something fun thinking it would ease the anxiety only to feel more anxious and switch to something else and then something else and so on because nothing seemed to work. I could not enjoy doing any of the things that I used to do. Each time, I was becoming increasingly frustrated and anxious. It was a spiral.
- Inability to concentrate posed its own challenges. With all of this other stuff literally spinning around in my mind faster and faster and faster, I was unable to focus on anything be it completing a project or remembering where I had left my keys. Disorganization is not uncommon with my condition, but getting through each day was a challenge because my mind was too consumed with all of the chaos inside to focus on the mundane, day to day activities that most people take for granted.
- Panic attacks were the worst. Hyperventilation, palpitations, chest pain, lightheadedness, headache, nausea, feelings of not being able to breathe, and tingling lips and fingertips made it downright impossible to do anything.

Then, one week, everything fell apart. My cat Tinker had to be put to sleep because of cancer. Five days later, Portia, my dog, just rolled over and died (grief?). When we thought the time was right, the whole family went to the Humane Society.

Stoni and I have had a special connection from the first time we met. Many of the shelter dogs were labeled as pit bulls or pit mixes. We didn't want a pit bull, and we avoided them entirely. As we were leaving (unfortunately, we had arrived at closing time), I stepped up to the line of cages in front of two kennels. I put my flat hands against the fencing. Two dogs jumped and yipped and tried to lick my hands through the fence. I looked into Stoni's brown eyes, and tears came to mine. Something in me recognized something in her, and she just had to be my dog. She was labeled as a retriever/Labrador mix, so next morning, she was in our car headed for home.

Now, I don't know what I would do without Stoni in my life. She is always beside me. If I am sitting, she is either lying at my feet or sitting with her chin in my lap. Stoni has a way of looking into my eyes that make me feel like she understands me. She is the first face I see in the morning, and the last one I see before I close my

eyes. Sometimes I look down and find myself just repeatedly flexing my fingers and running them through her hair and realize that I am lost in thought worrying about something, and the repetitive action of rubbing her that I didn't even realize I was doing is curbing my anxiety. Her physical presence has a calming effect. When I am feeling depressed, she will come over and lick my face with her wet tongue or do something silly to make me laugh. Somehow she just knows what to do.

Neither one of us does very well away from the other. When I am away (as I was during a recent weekend when I had to go to Pennsylvania to take a test), I feel her absence. I was so nervous about the test. I dropped my hand down beside me like I always do and then realized that she wasn't right there. My family reports that she is depressed and does not eat well when I am not home. I returned from Pennsylvania on June 12, and I had surgery to place a pin in my left foot on June 14. Since then, my home has been the couch. Stoni won't let me out of my sight. She knows that it isn't right and that it is very difficult for me to not be able to burn off nervous energy. She hasn't let me out of her sight, and her presence is comforting.

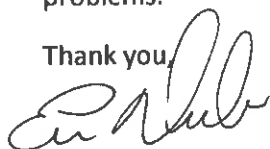
When I heard that someone had complained about her, I knew that it had nothing to do with anything she had done. When the officer who delivered the news had left, I had a panic attack like the one described above. By the time I finally calmed down (imagine a couple of hours experiencing the symptoms described above), my body was not tired, but I was exhausted emotionally. I had nothing left. She has been with us for about six years. Abandoned along a roadway, she was one when we got her. Never has Stoni ever threatened or hurt anyone. I don't think she has it in her. She is never out alone, and she is always on a leash. She is even gentle with our kitten.

I have had lots of pets in my life, and she is the smartest and sweetest and most loving animal I have ever owned. She is not just a dog, she is truly my best friend. I often refer to her as a third child. She is dearly loved, and she is family.

Over the last few years, my condition has been pretty well controlled. I don't (usually) have panic attacks like the one described above. Sure, I get nervous and anxious, but I know that all I have to do is reach down to find her and scratch her neck. I cry sometimes, but she is always there to tell me that it will be okay. That test in Pennsylvania was a giant skills test and the most stressful one I have taken in my life. I passed, and I am very close to graduating. In 2010, I would never have thought I could make it that far. Some people with severe cases of bipolar disorder are unable to hold down a job. Some are homeless. Some are even locked away. I have thankfully been able to manage things in my life lately, and she is a big part of that.

In conclusion, I would just like to say that Stoni is definitely not a danger to anyone. Vicious dogs are not born. They are made by people who either train them that way or mistreat them. None of that applies to Stoni. I would not keep a dog that I thought might hurt someone, and I would never, never ever have a dog like that around my kids. I have kept my illness very private, and I would never have written such a personal letter if it wasn't so important. That's why I am praying that you understand what a vital role she plays in my daily life functioning and that we be allowed to continue living the way that we have for the last six years without any problems.

Thank you,



Erin Devilbiss

Adoption Contract - Jun 30 2012 Tel.: 563-582-6766 / 563-564-0087 | Fax:563-582-0140



Harold & Erin Devilbiss
209 North Main Street
Monticello, Iowa 52310 USA

Dubuque Regional Humane Society
175 North Crescent Ridge
Dubuque, Iowa 52003 USA
info@dbqhumane.org
www.dbqhumane.org
Person ID: P13388625
Tel:319-480-7309 Ext.



Animal Information

Animal ID: A16475467	Name: Estonia	Breeds: Retriever, Labrador/Mix	Gender/ Female
ARN:	Types: Dog	Colors: Brown	Altered: Yes
DOB: 6/16/2011	Current Age: 1 y 0 m 14 d	Pattern: Solid	Size: Medium

Please read before signing – this is an ADOPTION AGREEMENT

I, the undersigned Adopter, do hereby covenant and agree to abide by the following terms in adopting a dog or cat from the Dubuque Regional Humane Society hereinafter called "Society". Further, I herewith donate to the Society for the furtherance of Humane work, the sum of \$135 as an adoption Donation. This donation is in no sense to be regarded as a price paid for the animal which is to be given into my custody.

For veterinarian Use:

I have examined the above described animal and have found that it should be returned for the following health reasons

Date: _____ Veterinarian: _____

Replacement good for 30 days from date of return when duly signed.

TERMS OF THIS AGREEMENT

Dogs and cats are vaccinated with distemper vaccine which protects them for approximately 2-3 weeks, unless they were incubating the disease when brought to the Society. Dogs are vaccinated against bordetella. If signs of illness occur within 2 weeks, please return your pet for EXCHANGE as outlined below. I, the adopter, further hereby covenant and agree that:

1. **WITHIN SEVEN DAYS FROM THE DATE OF THIS ADOPTION**, I shall take this dog or cat to a veterinarian of my choice. If the veterinarian, upon FIRST EXAMINATION, should find an adverse health condition exists that was not discovered by the Society (worms excluded), he is to indicate by signing and dating in the space provided above. I further understand that I am to return said dog or cat to the Society together with this contract **WITHIN TEN DAYS FOLLOWING THE DATE THE VETERINARIAN SIGNED ABOVE**.
2. Upon fulfillment of Part 1 by the Adopter, the Society agrees to REPLACE- without additional charge – said dog or cat by allowing the Adopter to get a replacement pet of comparable value as established by the Society within **THIRTY DAYS** from the date returned as indicated above. The adopter shall hold this signed agreement and present the same when making a new selection. **IF SAID DOG OR CAT IS NOT RETURNED UNDER THE TERMS AND CONDITIONS SET FORTH IN PART 1**, this offer becomes null and void and the Society is absolved of any and all responsibility and/or claims upon it. The Society is not responsible for any expenses incurred in treating the dog or cat.
3. In adopting this pet, Adopter further agrees to:
 - a. Provide humane care - giving the dog or cat proper food, water, shelter and exercise.
 - b. See that this dog or cat is given regular preventive care and immediate medical treatment by a licensed veterinarian when it becomes ill or injured.
 - c. Not permit the dog or cat to be used for vivisection or experimentation or other laboratory work.
 - d. Accept this dog or cat as a household companion and to keep it as such.
 - e. Comply with all applicable state, county and municipal laws and to have the dog or cat properly licensed.
 - f. Not attempt to hold the Society responsible for any damages which the dog or cat may do to any person or property.
 - g. Surrender this dog or cat to the Society if and when I no longer want or can care for it adequately.
 - h. Hold the Society harmless for any damages to the adopted dog or cat or any other animal as a result of a

health condition of the adopted dog or cat which health condition was not recognized by the Society prior to adoption.

4. In order to comply with state law as it relates to the spaying and neutering of dogs and cats adopted from Iowa humane societies, the Dubuque Regional Humane Society has adopted the following plan. It is not the intent of the Dubuque Regional Humane Society to enter into competition with the private businesses to whom the DRHS is indebted for their ongoing support. The DRHS has resolved that all dogs and cats to be adopted from the Dubuque Regional Humane Society shall be spayed or neutered at the DRHS before they leave with the adoptive parent. In order to ensure full recovery of the pet following such a surgical procedure, no pet shall leave with an adoptive parent for a period of two (2) days following the neuter/spay procedure being performed. Each adoptive parent shall be encouraged to immediately establish a relationship with a private veterinarian for the ongoing healthcare of the pet. Each DRHS adoptive parent is encouraged to schedule a general welfare check of the pet within 7 days after the adoption occurs. In the event that the adopted pet is found, during that 7 days, to have some physical condition, ailment or illness which impacts the adoptability of the pet, the adoptive parent may immediately return the adopted pet to the DRHS and receive credit for the amount previously paid in adoption fees towards the adoption of another animal. However, all medical treatment to be performed for a pet after the pet leaves the DRHS, including the general welfare exam, shall be at the adoptive parent's expense and shall be arranged through the adoptive parent's own veterinarian. The DRHS does not perform health care services for animals no longer in the DRHS's ownership. Nothing herein shall preclude the DRHS from performing health care services to animals in the care of the DRHS for adoptive placement.

5. I further grant to the Society permission to investigate this dog or cat's new home at any time for a period of one year from the execution date of this instrument. I further grant the Society permission to enter and inspect my home to complete the investigation. Such option, if exercised, shall be exercised by a notice in writing directed to me at my last known mailing address by registered mail, with return receipt requested. Further, I do, by these presents, and in consideration of the Humane Society entering into agreement with me, grant to the Society an exclusive option for a period of one year from the date of this agreement, to purchase this dog or cat from me for the sum of \$1.00, should such Society find that this contract has been violated. In the event such option shall be exercised, I agree to immediately surrender the dog or cat peaceably and voluntarily to a proper representative of the Society, and I will not thereafter assert or claim any ownership, possession or other interest in or to the dog or cat or against the Society.

6. I hereby agree to pay, defend, indemnify and hold harmless the Dubuque Humane Society, d/b/a Dubuque Regional Humane Society, its agents, officers, directors, employees and volunteers from and against any and all claims, damages, or causes of action which arise out of my adoption of a cat or dog, my possession or ownership of a cat or dog, or in any other way related to the cat or dog, which cat or dog I am adopting pursuant to this adoption agreement. I further release the Society and agree to pay, defend, indemnify and hold harmless the Society, its agents, officers, directors, employees and volunteers from any and all claims, demands, damages or causes of action which I or any dependent of mine may have which arise out of my adoption of a cat or dog, my possession or ownership of a cat or dog, or in any other way relating to the cat or dog, which cat or dog I am adopting pursuant to this adoption agreement.

7. I further release the Society from any claims of expenses or attorney's fees which I may incur, or allege to have incurred, as a result of matters arising out of this adoption agreement, my adoption of the cat or dog, my possession or ownership of the cat or dog, or in any other way related to the cat or dog.

8. All references herein to "Society" and "Dubuque Regional Humane Society" are to be interpreted and considered as references to "Dubuque Humane Society".

9. Effective July 01, 2012, if your Dubuque Regional Humane Society adopted animal is under 14 weeks of age or has not received a rabies vaccination, DRHS will administer the rabies vaccination as part of your Adoption Agreement. After an animal reaches 14 weeks of age or an animal adopted prior to the DRHS administered rabies vaccination, Owner should contact the Main Shelter (563.582.6766) to schedule an appointment for rabies vaccination as part of the adoption fee. However, if an Owner has the rabies vaccination administered by their private vet, the Owner will be responsible for all expenses incurred and will not be reimbursed by Dubuque Regional Humane Society."

[Signature] Dubuque Humane Society d/b/a Dubuque Regional Humane Society [Signature] Adopter's Signature

Adoption Date 6/30/12 By Kristina Rahn Dubuque Regional Humane Society, Inc.

Vet Clinic Monticello Vet

Medical Summary Report

Animal ID's	Animal Info	Location Info
A16475467 0A13232D2F	Active New Arrival Estonia - Dog Female - Dog - 7 mths +	Retriever, Labrador/Mix - Brown - Solid 1 y 0 m 14 d , DOB: 6/16/2011, Altered: Yes, Size: Medium Bitten: No Bite History, Danger: No Back Kennel - 20

Medical Summary

Medical Record #	Type	Subtype	Medical Status	Temperament Status	Exam/ Surgery Date ^	Review Date
M17073685	Exam	Initial			06/16/2012 04:37 PM	
M17129607	Exam	Initial			06/25/2012 03:51 PM	
M17130057	Surgery	Spay Neuter Surgery			06/25/2012 04:18 PM	
M17171936	Exam	Initial			06/27/2012 12:06 AM	

Vaccinations	Type	Vaccination Date ^	Re-Vacc Date	Pet ID	Pet ID Type	Record #
Bordetella	Not Set up	06/16/2012 04:37PM	07/14/2012 04:37PM			M17073685
DA2PPvL4+Cv (Canine Distemper)	Not Set up	06/16/2012 04:37PM	07/14/2012 04:37PM			M17073685
Rabies	Not Set up	06/25/2012 03:51PM	06/25/2013 03:51PM	3708	Rabies Tag	M17129607

Treatments	Type	Dose/Recurrence	For Treatment Date ^	Review Date	Record #
Frontline	Procedure		06/16/2012 04:37PM	07/16/2012 04:37PM	M17073685
Deworm, Oral Roundworm and Hoo	Procedure		06/16/2012 04:37PM	06/30/2012 04:37PM	M17073685
Deworm, Oral Roundworm and Hoo	Procedure		06/27/2012 12:06AM	07/11/2012 12:06AM	M17171936

Service Animals / Emotional Support Animals Misc. Articles / Information

The intelligence, intuition and emotional connection displayed by trained service animals is remarkable. Service animals have been known to predict impending seizures, perform complex household tasks, protect their companions from oncoming traffic and even provide a calming influence for sufferers of autism or post-traumatic stress disorder. Registered service animals, as defined by the Americans with Disabilities Act, or ADA, are limited to canines and miniature horses, and are required to endure months of rigorous training to qualify for a service role.

In contrast, **emotional support animals**, or ESAs, may be untrained members of almost any animal species who are said to provide some therapeutic benefit to their human companions. Applications for ESA certifications are up 279 percent since 2011, reflecting a huge increase in this trend. But how, exactly, does an ESA differ from a registered service animal? And, for a landlord faced with a prospective renter demanding tenant rights to fair housing, what reasonable requirements are necessary under the ADA and the Fair Housing Act?

Service animal vs. emotional support animal

The overarching difference between a service animal and an ESA is training. A service animal must undergo a lengthy preparation and evaluation process, while an ESA does not require a single day of doggy school. In fact, an ESA need not even be a dog.

According to the ADA, service animals are defined as “dogs that are individually trained to do work or perform tasks for people with disabilities.” The emphasis here is on the word “trained.” A service animal is generally required to complete a complex and diversified training program, typically beginning in puppyhood and lasting at least two years.

Upon completion of this training, the animal must also be certified by the state regulatory agency. Then the animal is granted “public access,” meaning “state and local governments, businesses and nonprofit organizations that serve the public generally must allow service animals to accompany people with disabilities in all areas of the facility where the public is normally allowed to go.”

Gray Area: Assistance Animals

The Federal Housing Administration maintains a somewhat more inclusive definition of service animals and refers instead to “assistance animals.” As a landlord, you should understand this definition because penalties for refusing access to a real assistance animal can be extreme. In general, you must make reasonable accommodations for an assistance animal even if your property maintains a no-pets policy.

Unlike the definition set forth in the ADA, an assistance animal does not have to be trained for a particular set of tasks as long as the animal “works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability.”

Emotional Support Animals

An emotional support animal, as traditionally regarded within the service animal community, is an animal without specialized training that serves as a companion for those suffering from the effects of certain mental health disorders, including anxiety and depression. **The term is not recognized by the ADA** and is only vaguely mentioned in some interpretations of the Fair Housing Act.

However, the “emotional support” referred to in the ADA-approved definition above pertains to mental health assistance provided by the animal to an owner suffering from the emotional side effects of an underlying **recognized disability**, including PTSD or autism. To obtain certification as an ESA, which is a wildly unregulated frontier, an owner need not suffer from an underlying disability as long as he experiences regular bouts of anxiety or emotional instability.

Landlord’s responsibilities and obligations

The Department of Housing and Urban Development has issued several interpretive statements regarding a landlord’s duties with regard to renters seeking accommodation for an assistance animal. First, you may not ask for documentation if the disability is obvious or apparent. If the disability is not obvious, you can ask only these two questions:

Does the applicant have a disability as defined by the ADA?

Does the applicant have a disability-related need for an assistance animal?

If the answer to either of the above questions is “no,” you are within your rights to deny the request for a waiver of your no-pets policy. In making that decision, you can request medical documentation from a licensed doctor indicating that the applicant does, in fact, suffer from a disability, though you cannot ask to review the applicant’s medical records.

For emotional support animals, you only need to make a reasonable accommodation if the support is needed to relieve the effects of a pre-existing disability; again, you can request documentation. Emotional support animals that only serve to make the owner more comfortable, alleviate stress or lessen anxiety symptoms ~~may be excluded~~ if the owner is not actually suffering from a documented disability.

On the other hand, you must accommodate a support animal, even if untrained, that provides stability for a renter with a documented mental or psychiatric disability.

You also may not impose weight or size restrictions on an assistance animal, provided the animal can be kept on the property without lowering the property value or creating undue financial hardship.

Emotional Support Animals Leave Many Condo Associations Howling

Over the last five years, one of the most significant areas of concern for Florida condominium associations, especially those with no-pet policies, has been the rise in requests by occupants for associations to provide “reasonable accommodations” in their rules and regulations by permitting an emotional support animal (ESA).

Over the last five years, one of the most significant areas of concern for Florida condominium associations, especially those with no-pet policies, has been the rise in requests by occupants for associations to provide “reasonable accommodations” in their rules and regulations by permitting an emotional support animal (ESA). Given the potential for legal repercussions in the event that a legitimate request is denied, associations and their boards of directors and property managers should seek expert guidance on how to address these requests.

The laws governing emotional support animals emanate from the Fair Housing Amendments Act of 1988, and its state and local counterparts. The act prohibits discrimination in the provision of housing to disabled persons, and it requires that a reasonable accommodation in an association’s rules and regulations be provided to a disabled person so that they can use and enjoy the property to the same extent as a nondisabled person.

Disabilities can take many forms: some physical and others emotional and/or psychological. For emotional and/or psychological disabilities such as depression, there are rarely obvious, external symptoms.

The process for condominiums typically begins with a written request by an owner or resident notifying the association of their disability and asking for it to grant an accommodation for an emotional support animal. Such a request may or may not be accompanied by a letter from a treating physician or therapist. Since being disabled, as that term is defined in the law, is a necessary prerequisite to exercising one’s right to be granted a reasonable accommodation, the individual who is making the request will need to demonstrate a disability. The act defines a

disability as a condition that impairs or substantially limits a major life activity, e.g., walking, working, attending school, exercising, etc.

It is imperative for associations and their directors to understand that simply because the disability is not readily apparent, but rather emotional or psychological in nature, does not mean that the request is illegitimate or deniable out of hand. For example, if the individual is being treated for depression, especially if they are receiving psychiatric therapy as well as perhaps also medication, it will be difficult to deny a doctor's claim that the animal provides the emotional support that the requestor requires to perform even the most basic major life activities.

The owner/resident must be able to demonstrate to the association that the disorder qualifies as a disability under the act and the emotional support animal alleviates it. The accommodation must be deemed necessary to provide the disabled owner/resident with an equal opportunity to use and enjoy the residence, so they must demonstrate that the emotional support animal mitigates their symptoms.

Once a request for reasonable accommodation is made, an association must approve or disapprove the requested accommodation within a reasonable time period. Unlike with obvious physical disabilities, associations may request information regarding the nature of the psychological/emotional disability so that they can make a meaningful evaluation as to whether the request for accommodation is reasonable. They are entitled to inquire about how the disability affects major life activities and how maintaining the animal will assist the requestor in fulfilling these activities.

Once all of the requested information is received and reviewed by an association, it should render a decision and issue it in writing to the unit owner/resident. If the request is denied, the requesting member may then file a complaint with the U.S. Department of Housing and Urban Development or the Florida Commission on Human Relations, which would then investigate the complaint to determine whether or not discriminatory conduct has occurred.

The association will then be required to respond to the complaint and explain its position and reasoning behind the denial. If the investigating agency concludes that discrimination has occurred, the effected party would then be able to file suit against the association. Liability for such discriminatory conduct may be found against associations, managers and, in some cases, board members in their individual capacity.

While there are many legitimate psychological and emotional disabilities that benefit from the use of emotional support animals, it is also widely known that the rules governing ESAs are frequently abused in order to circumvent legitimate association pet restrictions, as well as travel restrictions for animals. In fact, a cursory search of “emotional support dog” on Google produced more than five million results and provided links to multitudes of kits with “emotional support dog certifications” for sale.

Given the growing popularity of requests for emotional support dogs and other animals for both legitimate and illegitimate purposes, community associations with pet restrictions should work closely with highly experienced legal counsel in order to avoid potential legal pitfalls stemming from denials of these requests.

Service Dogs vs Emotional Support Animals

The ADA, and most other state and local laws, deals with qualified service animals. They receive months of rigorous training and only a select few make the grade.

Support animals fill a different function, giving emotional sustenance to their owners, usually people with mental impairment or psychiatric disabilities. The pets, often dogs, provide companionship that has a therapeutic effect.

These animals, whether emotional support animals, or ESA, comfort animals, or therapy dogs, do not receive the same stringent schooling as service dogs. As a rule, an ESA or other support animal is not allowed anywhere that pets are barred, with the exception of housing.

City Council Meeting
Prep. Date: 07/13/18
Preparer: Doug Herman



Agenda Item:
Closed Session
Agenda Date: 07/16/18

"The City of Flags and Flowers"
Communication Page

Agenda Items Description: Closed Session Re: Litigation

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

Attachments & Enclosures:

none

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Request by insurance company counsel to meet in closed session to discuss potential settlement of imminent litigation.

Background Information: I will provide detail at the meeting as it cannot at this time be put in the packet due to the potential closed session. The Council may choose to take action by giving me direction during the closed session and then in open session directing me to proceed as discussed in the closed session or may delay action until the next meeting.

Staff Recommendation: City Administrator recommends that the Council go into closed session to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation