

City of Monticello, Iowa

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Posted on August 31, 2018 at 12:00 p.m.

Monticello City Council Regular Meeting September 04, 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. Individuals are normally limited to speaking for no more than three (3) minutes on a topic and the Open Forum is by rule limited to a total of twenty (20) minutes.

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	August	20, 2018
Approval of Payroll	August	30, 2018
Approval of Bill List		
Approval of Pheasants Forever alcohol permit and Berndes Center Lease Agreement		
Approval of Fareway Stores Ownership Changes Re: Alcohol Permit (% of ownership between certain people/trusts were modified which requires your consideration and approval.)		
Approval of 2018 Trick or Treat Hours on Wednesday October 31 st from 6-8 p.m.		

Public Hearings: None

Motion:

1. **Motion** to approve expression of interest in 2019 Ragbrai.

Resolutions:

2. **Resolution** to approve Pay Request #10 from Schaus-Vorhies related to the Monticello Airport Ten-T Hangar project in the amount of \$4,127.94
3. **Resolution** to approve Pay Request #11 (Retainage) from Schaus-Vorhies related to the Monticello Airport Ten-T Hangar project in the amount of \$32,761.03
4. **Resolution** to approve Final Acceptance of 2017 Ten Tee Hangar Project.

5. **Resolution** to approve Plat of Survey to Parcels 2018-55 and 2018-58, both located within the two-mile jurisdiction of the City of Monticello. (Lots near the Gun Club in the “Hollywood” area.
6. **Resolution** to approve preparation and submission of Notice of Intent to FEMA to pursue the FEMA supported buy out of the property commonly known as the “Old Energy Building”
7. **Resolution** to approve retention of Claussen Painting to paint the Monticello Aquatic Center pool and baby pool.
8. **Resolution** to Schedule Public Hearing on FY '19 Budget Amendments.

Ordinances: None

Reports / Potential Action:

- N. Cedar Street Sanitary Sewer update
- West Well Maintenance Report
- S. Cedar Street Ditch Review (Engineer)
- E. 1st Street Bridge related street improvements update (Engineer)
- E. 1st Street / Baty Disc Golf Course drainage project update / plans
- City Wide Clean Up Discussion
- Review of Vicious Dog Ordinance
- Trail Planning / Grant Update
- Fountain Park Planning / Grant Update
- Berndes Center Floor Update
- N. Chestnut Street Zimmerman Lot update
- 211/213 E. 1st Street Water Leak Repair Update
- Hughes Garage Compliance Update
- School Resource Officer (SRO) update

Closed Session: Closed Session to discuss the purchase of Real Estate where the premature disclosure could be reasonably expected to increase the price the governmental entity would have to pay for that property.

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
August 20, 2018 – 6:00 P.M.
Community Media Center

Mayor Brian Wolken called the meeting to order. Council present: Dave Goedken, Gary “Butch” Pratt, Johnny Russ and Chris Lux. Also present were City Clerk Sally Hinrichsen, Public Works Director Brant LaGrange and Police Chief Britt Smith. Council members absent were Rob Paulson and Tom Yeoman.

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

During Open Forum Jan Cratsenburg, 211 E Washington, Steve Clemmons, 122 W Grand and Bob Furino, Anamosa were present to thank the Council of the use of the Community Building for their acting class this past summer. They would like to explore the use of the facility for their future acting classes, Children’s Theater, writing classes, future shows and dinner theaters, as well as other Community events. Furino stated that being back in the building was very nostalgic for him, as that was where Starlighters began. They suggest that improvements be made to the curtains, lighting, and that window treatments be considered for the West windows. Furino indicated that Starlighters kept the old lights when they updated the current theater and may look at bringing them here. Furino suggested that he could possibly write a grant to help cover costs of improvements. They would like setup a committee including Starlighters’ members, community members and Council. Goedken expressed his opinion that such a use would be a great use of the facility and that the stage was a key part of the building’s history, explaining that there have been building renovation discussions that involved removing the stage and enlarging the kitchen; Goedken offered to serve on the committee.

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

Russ moved to approve Resolution #18-97 Approving Pay Request submitted by MAC Concrete Construction in the amount of \$57,447.70, related to 2018 Street Repairs, Goedken seconded, roll call unanimous.

LaGrange reported meeting with Dennis Dirks, Monticello School’s Maintenance Director who showed him where a pipe broke and leaked into a tunnel with no water entering a floor drain or the sewer system. Goedken moved to approve Resolution #18-98 Approving \$850.66 credit against Carpenter School, MCSD, utility account, Russ seconded, roll call unanimous. Consensus was that the School District would remain eligible for credits if similar situations arose in the future.

Goedken moved to approve Resolution #18-99 Approving and Adopting the Annual City Street Financial Report for fiscal year 2017/2018, Russ seconded, roll call unanimous.

Wolken reported that a hearing was held before Pratt, Goedken, Russ and himself related to the notice by Police Chief Smith to Erin Devilbiss to remove a pit bull variety owned by Devilbiss from the Community consistent with the City Code of Ordinances. City Administrator Doug Herman and Police Chief Smith were also present. Council discussed options including the removal of the animal, allowing the dog to remain until DNA testing is completed, allowing the dog to remain based upon the dog being an emotional support animal, establishing restrictions

Regular Council Meeting – Official
August 20, 2018

related to fencing, muzzling, walking, etc. Harold and Erin Devilbiss reported they found two insurance companies that would provide insurance coverage in Iowa for their dog, as their wording is for vicious dogs and not breed specific. They don't understand how a vicious dog can bite twice before being asked to be removed from the City but they can't keep their dog. Council requested that a review of the vicious dog ordinance be placed on the next agenda. Smith suggested that since an insurance company was found to insure the dog that they proceed with DNA testing to ascertain whether or not the dog was part pit bull variety. Smith explained that the City would cover the upfront cost of the DNA testing with reimbursement from Devilbiss if the dog is determined to be part pit bull variety. Devilbiss consented to this approach. After much discussion, Russ moved to table Resolution to approve maintenance of Pit Bull within City limits by residents as an Emotional Support Animal, until the DNA testing results are back, Goedken seconded, roll call unanimous.

Pratt moved Ordinance #719 amending Chapter 68, "One-Way Traffic", third and final reading and in title only, Goedken seconded, roll call unanimous.

LaGrange explained that after additional discussions with City Engineer that it may be possible to extend sanitary sewer main from Madalyn Court to the rear yard of three homes along N. Cedar Street.

LaGrange indicated that the City Engineer is working on S. Cedar Street ditch wall repairs for Council consideration.

Cliff Payne, owner of 211 & 213 E. First Street, addressed the Council in regard to the invoice he was sent related to the repair of a leaking water service line that entered his building. He explained that the leak was tied to an abandoned service line that nobody was aware of and he didn't believe that he should be responsible for the entire invoice. No action was taken.

Council discussed the progress Red Hughes was making on Hughes Garage Compliance regarding the removal of junk vehicles and components from the property. Consensus of the Council was to continue to work with him so long as there continued to be progress.

Wolken stated he received an application for RAGBRAI for 2019. There is no guarantee that Monticello would be selected for the route, which would be held the week after the Jones County Fair. This would bring a lot of people to town and some will come back. Lux, Goedken and Pratt were not in favor of submitting an application at this time.

Pratt moved to adjourn at 6:57 P.M.

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

PAYROLL - AUGUST 30, 2018

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	Aug. 13 - 26, 2018				
Evan Barry	\$ 181.50	\$ -	0.00	0.00	\$ 154.26
Jeremy Bell	680.63	-	0.00	0.00	512.50
Carter Bronemann	517.28	-	0.00	0.00	397.51
Dawn Brus	1,710.00	-	0.00	0.00	1,222.91
Mary Intlekofer	1,860.60	-	21.00	56.75	1,273.57
Brandon Kent	1,860.60	-	0.00	0.00	1,371.19
Jim Luensman	631.28	-	0.00	0.00	477.81
Lori Lynch	1,860.60	-	0.00	0.00	1,245.22
Christopher Moore	1,860.60	-	0.00	31.50	1,133.34
Shelly Searles	2,309.14	448.54	0.00	0.00	1,702.03
Brenda Surom	531.60	-	0.00	0.00	399.26
TOTAL AMBULANCE	\$ 14,003.83	\$ 448.54	21.00	88.25	\$ 9,889.60
CEMETERY	Aug. 11 - 24, 2018				
Dan McDonald	\$ 1,608.00	\$ -	0.00	0.00	\$ 1,190.58
TOTAL CEMETERY	\$ 1,608.00	\$ -	0.00	0.00	\$ 1,190.58
CITY HALL	Aug. 12 - 25, 2018				
Cheryl Clark	\$ 1,636.00	\$ -	0.00	2.38	\$ 1,110.54
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	1,071.97
TOTAL CITY HALL	\$ 9,180.09	\$ -	0.00	2.38	\$ 6,461.39
LIBRARY	Aug. 13 - 26, 2018				
Molli Hunter	\$ 252.23	\$ -	0.00	0.00	\$ 215.06
Penny Schmit	1,000.01	-	0.00	0.00	730.73
Madonna Thoma-Kremer	920.00	-	0.00	0.00	755.75
Michelle Turnis	1,538.46	-	0.00	0.00	1,148.96
TOTAL LIBRARY	\$ 3,710.70	\$ -	0.00	0.00	\$ 2,850.50
MBC	Aug. 13 - 26, 2018				
Jacob Oswald	\$ 1,846.15	\$ -	0.00	0.00	\$ 1,382.31
Shannon Poe	1,538.46	-	0.00	0.00	1,151.96
TOTAL MBC	\$ 3,384.61	\$ -	0.00	0.00	\$ 2,534.27
POLICE	Aug. 13 - 26, 2018				
Peter Fleming	\$ 1,805.16	\$ -	0.00	0.00	\$ 1,284.53
Dawn Graver	2,220.96	-	0.00	0.00	1,610.41
Erik Honda	1,872.36	-	0.00	0.00	1,393.34
Jordan Koos	2,151.24	-	0.00	11.25	1,553.84
Britt Smith	2,504.65	-	0.00	0.00	1,822.50
Madonna Staner	1,450.40	-	0.00	0.00	1,091.08
Brian Tate	2,222.24	-	0.00	0.00	1,663.44
Robert Urbain	1,816.52	-	0.00	0.00	1,359.52
TOTAL POLICE	\$ 16,043.53	\$ -	0.00	11.25	\$ 11,778.66

PAYROLL - AUGUST 30, 2018

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
ROAD USE					
	Aug. 11 - 24, 2018				
Billy Norton	\$ 1,623.08	\$ 15.08	0.00	0.00	\$ 1,229.43
Wayne Yousse	1,608.00	-	0.00	0.00	1,143.89
TOTAL ROAD USE	\$ 3,231.08	\$ 15.08	0.00	0.00	\$ 2,373.32
SANITATION					
	Aug. 11 - 24, 2018				
Michael Boyson	\$ 1,572.00	\$ -	0.00	0.00	\$ 1,093.70
Nick Kahler	1,623.08	15.08	0.00	0.00	1,101.07
TOTAL SANITATION	\$ 3,195.08	\$ 15.08	0.00	0.00	\$ 2,194.77
SEWER					
	Aug. 11 - 24, 2018				
Tim Schultz	\$ 1,668.00	\$ -	0.00	0.00	\$ 1,159.82
Jim Tjaden	1,936.00	-	0.00	0.00	1,398.98
TOTAL SEWER	\$ 3,604.00	\$ -	0.00	0.00	\$ 2,558.80
SWIMMING POOL					
	Aug. 10 - 23, 2018				
Sophia Ahlrichs	\$ 536.30	\$ -	0.00	0.00	\$ 495.27
Sydney Ballou	268.00	-	0.00	0.00	247.49
Allyson Bartachek	126.00	-	0.00	0.00	116.36
Rylee Bauer	278.85	-	0.00	0.00	243.87
McKenna Bell	19.01	-	0.00	0.00	17.55
Mya Boffeli	323.21	-	0.00	0.00	275.39
Aubree Fairley	294.00	-	0.00	0.00	271.51
Matthew Fokken	162.75	-	0.00	0.00	147.26
Jaelyn Graver	135.00	-	0.00	0.00	124.67
Leah Holub	248.00	-	0.00	0.00	226.02
Karle Kramer	76.50	-	0.00	0.00	70.65
Luke Lambert	52.00	-	0.00	0.00	48.03
Madison G. Lambert	266.18	-	0.00	0.00	243.82
Raleigh Lambert	322.50	-	0.00	0.00	279.80
Lilly Lambert-Lanczs	671.51	-	0.00	0.00	620.14
Kain Luensman	22.00	-	0.00	0.00	20.32
Tyler Luensman	58.00	-	0.00	0.00	53.56
Kyan Martensen	72.00	-	0.00	0.00	66.50
Macy McDonough	238.71	-	0.00	0.00	220.45
Tyler Nealson	100.00	-	0.00	0.00	92.35
Elizabeth Petersen	300.00	-	0.00	0.00	277.05
Madeline Stadtmueller	96.00	-	0.00	0.00	88.66
Brooklyn Stark	46.50	-	0.00	0.00	42.95
Micah Williams	220.00	-	0.00	0.00	193.40
Maci Welter	362.00	-	0.00	0.00	306.34
TOTAL SWIMMING POOL	\$ 5,295.02	\$ -	0.00	0.00	\$ 4,789.41
WATER					
	Aug. 11 - 24, 2018				
Brant LaGrange	\$ 2,070.89	\$ -	0.00	0.00	\$ 1,448.74
Jay Yanda	1,890.80	34.80	0.00	0.00	1,366.61
TOTAL WATER	\$ 3,961.69	\$ 34.80	0.00	0.00	\$ 2,815.55
TOTAL - ALL DEPTS.	\$ 67,217.63	\$ 513.50	21.00	101.88	\$ 49,436.85

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
ACCOUNTS PAYABLE CLAIMS				
	GENERAL			
	POLICE DEPARTMENT			
BAKER PAPER CO INC	PD BUILDING SUPPLIES	24.26		
MONTICELLO EXPRESS INC	PD SUPPLIES	75.00		
		<u>99.26</u>		
	POLICE DEPARTMENT	99.26		
	STREETS			
ACCENT CONSTRUCTION	RU STREET MAINTENANCE CONTRACT	33,931.00		
B & J HAULING & EXCAVATION INC	EAST FIRST STREET	9,805.86		
		<u>43,736.86</u>		
	STREETS	43,736.86		
	AQUATIC CENTER			
ARCH CHEMICALS, INC.	POOL BOOSTER PUMP	895.00		
SYDNEY BALLOU	POOL LIFEGUARD CERTIFICATION	185.00		
ALLYSON BARTACHEK	POOL LIFEGUARD CERTIFICATION	278.58		
FAREWAY STORES #840-1	POOL CONCESSIONS	47.85		
JONES CO ENVIRONMENTAL SERVICE	POOL ANNUAL INSPECTION	463.00		
RILEIGH LAMBERT	POOL PRIVATE LESSONS	50.00		
LILLY LAMBERT-LANCZOS	POOL PRIVATE LESSONS	50.00		
LASLEY ELECTRIC LLC	POOL BUILDING SUPPLIES	6.98		
TYLER NEALSON	POOL LIFEGUARD CERTIFICATION	210.94		
		<u>2,187.35</u>		
	AQUATIC CENTER	2,187.35		
	CEMETERY			
DAWN BURMAHL	BABYLAND LOT 6 REFUND	48.00		
JOHN DEERE FINANCIAL	CEMETERY EQUIP REPAIR/MAINT	8.98		
LASLEY ELECTRIC LLC	WINDOW AIR CONDITIONER	79.99		
DAN McDONALD	CEMETERY CELL PHONE STIPEND	200.00		
DAVID B MCNEILL	CEMETERY SUPPLIES	2.94		
		<u>339.91</u>		
	CEMETERY	339.91		
	SOLDIER'S MEMORIAL BOARD			
IOWA STATE PRISON INDUSTRIES	SLDR MEM BUILDING SUPPLIES	19.78		
		<u>19.78</u>		
	SOLDIER'S MEMORIAL BOARD	19.78		
	ENGINEER			
SNYDER & ASSOCIATES, INC	ENGINEERING FEES	1,414.05		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	ENGINEER	1,414.05		
	CITY HALL/GENERAL BLDGS			
BAKER PAPER CO INC	CH BUILDING SUPPLIES	52.75		
FP MAILING SOLUTIONS	CH CONTRACTS	81.00		
IOWA STATE PRISON INDUSTRIES	CH BUILDING SUPPLIES	39.56		
MONTICELLO EXPRESS INC	CH ADVERTISING	373.24		
	CITY HALL/GENERAL BLDGS	546.55		
	GENERAL	48,343.76		
	MONTICELLO BERNDES CENTER			
	PARKS			
ROBERT P CLAUSSEN	MBC FLOOR PROJECT	6,000.00		
JOHN DEERE FINANCIAL	MBC EQUIP REPAIR/MAINT	334.04		
KRAUS KUSTOM BUILDERS	MBC BLDG REPAIR/MAINT	294.00		
SPAHN & ROSE LUMBER CO INC	MBC EQUIP REPAIR/MAINT	17.48		
DINA THOMAS	MBC LEAGUE REFUND	25.00		
	PARKS	6,670.52		
	MONTICELLO BERNDES CENTER	6,670.52		
	FIRE			
	FIRE			
ALL SEASONS AUTO BODY INC	FIRE EQUIP REPAIR/MAINT	48.19		
LAPORTE MOTOR SUPPLY	FIRE EQUIP REPAIR/MAINT	11.34		
MONTICELLO AUTO CENTER	FIRE EQUIP REPAIR/MAINT	774.75		
SANDRY FIRE SUPPLY	FIRE EQUIP REPAIR/MAINT	524.70		
	FIRE	1,358.98		
	FIRE	1,358.98		
	AMBULANCE			
	AMBULANCE			
AIRGAS USA, LLC	AMB MEDICAL SUPPLIES	63.07		
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES	47.94		
FREESE MOTORS INC	AMB VEHICLE REPAIR/MAINT	129.15		
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	1,688.56		
STERICYCLE, INC.	AMB PHARMACEUTICAL DISPOSAL	79.35		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	AMBULANCE	2,008.07		
	AMBULANCE	2,008.07		
	LIBRARY IMPROVEMENT			
	LIBRARY			
FAREWAY STORES #840-1	LIB IMP SUMMER READING PROGRAM	31.88		
FOREST INCENTIVES LTD	LIB IMP PROGRAMS/PROMOTIONS	130.52		
MICRO MARKETING LLC	LIB IMP BOOKS	19.60		
MICHELLE TURNIS	LIB IMP BOOKS	10.55		
	LIBRARY	192.55		
	LIBRARY IMPROVEMENT	192.55		
	LIBRARY			
	LIBRARY			
BAKER & TAYLOR BOOKS	LIB AUDIO RECORDINGS	84.49		
IOWA STATE PRISON INDUSTRIES	LIB BUILDING SUPPLIES	19.78		
MICRO MARKETING LLC	LIB AUDIO RECORDINGS	29.95		
MICHELLE TURNIS	LIB OFFICE SUPPLIES	36.96		
	LIBRARY	171.18		
	LIBRARY	171.18		
	AIRPORT			
	AIRPORT			
ALLIANT ENERGY-IES	20373 HWY 38 TERMINAL BLDG	746.86		
DUBUQUE FIRE EQUIPMENT, INC.	AIRPORT EQUIP REPAIR/MAINT	83.30		
MONTICELLO AVIATION INC	AIRPORT MANAGER	2,000.00		
	AIRPORT	2,830.16		
	AIRPORT	2,830.16		
	ROAD USE			
	STREETS			
ALLIANT ENERGY-IES	WELTER DRIVE STREETLIGHTS	157.19		
BAKER PAPER CO INC	RU BUILDING SUPPLIES	59.75		
BEHREND'S CRUSHED STONE	RU STREET MAINTENANCE SUPPLIES	42.25		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
BROWN SUPPLY CO INC	RU MINOR EQUIPMENT	184.00		
CINTAS CORPORATION	OSHA SUPPLIES	10.53		
JOHN DEERE FINANCIAL	RU SUPPLIES	88.53		
KIMBALL MIDWEST	RU EQUIP REPAIR/MAINT	60.40		
KROMMINGA MOTORS INC	RU EQUIP REPAIR/MAINT	157.64		
LASLEY ELECTRIC LLC	WINDOW AIR CONDITIONER	79.99		
MONTICELLO EXPRESS INC	RU SUPPLIES	9.91		
SNYDER & ASSOCIATES, INC	N SYCAMORE ST RECONSTRUCTION	21,064.53		
SPAHN & ROSE LUMBER CO INC	RU BLDG REPAIR/MAINT	8.37		
		<u>21,923.09</u>		
	STREETS	21,923.09		
		<u>21,923.09</u>		
	ROAD USE	21,923.09		
	TRUST/SLAVKA GEHRET FUND			
	LIBRARY			
CENTER POINT PUBLISHING	LIB GEHRET BOOKS	44.34		
FRIENDS OF THE CENTER POINT	LIB GEHRET BOOKS	25.00		
		<u>69.34</u>		
	LIBRARY	69.34		
		<u>69.34</u>		
	TRUST/SLAVKA GEHRET FUND	69.34		
	POCKET PARK			
	PARKS			
JOE MCDONELL	POCKET PARK IMPROVEMENTS	525.00		
		<u>525.00</u>		
	PARKS	525.00		
		<u>525.00</u>		
	POCKET PARK	525.00		
	TRUST/IOMA MARY BAKER			
	LIBRARY			
BAKER & TAYLOR BOOKS	LIB BAKER BOOKS	526.82		
		<u>526.82</u>		
	LIBRARY	526.82		
		<u>526.82</u>		
	TRUST/IOMA MARY BAKER	526.82		
	WATER			
	WATER			
BOSS OFFICE SUPPLIES & SYS INC	WATER SUPPLIES	53.98		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
CINTAS CORPORATION	OSHA SUPPLIES	10.53		
IOWA ONE CALL	WATER SYSTEM	30.15		
J&R SUPPLY INC	WATER SYSTEM	11,750.00		
LASLEY ELECTRIC LLC	WINDOW AIR CONDITIONER	79.99		
USA BLUE BOOK	WATER HYDRANT GATE VALVE	295.21		
		=====		
	WATER	12,219.86		
		=====		
	WATER	12,219.86		
		=====		
	CUSTOMER DEPOSITS			
	WATER			
KIRK ATWATER	WATER DEPOSIT REFUND	9.59		
CITY OF MONTICELLO	Water Deposit Refunds	574.53		
BARBARA MONTAG	WATER DEPOSIT REFUND	137.73		
ABIGAIL RHOMBERG	WATER DEPOSIT REFUND	4.27		
RAY ZIRKELBACH	WATER DEPOSIT REFUND	3.88		
		=====		
	WATER	730.00		
		=====		
	CUSTOMER DEPOSITS	730.00		
	SEWER			
	SEWER			
BOSS OFFICE SUPPLIES & SYS INC	SEWER SUPPLIES	53.98		
CERTIFIED LABORATORIES	SEWER SYSTEM	457.00		
CINTAS CORPORATION	OSHA SUPPLIES	10.53		
IOWA ONE CALL	SEWER SYSTEM	30.15		
JOHN DEERE FINANCIAL	SEWER BLDG REPAIR/MAINT	396.05		
LASLEY ELECTRIC LLC	WINDOW AIR CONDITIONER	79.99		
SNYDER & ASSOCIATES, INC	SEWER ENGINEERING FEES	65.00		
		=====		
	SEWER	1,092.70		
		=====		
	SEWER	1,092.70		
		=====		
	SEWER CAPITAL IMPROVEMENT			
	SEWER			
SNYDER & ASSOCIATES, INC	SEWER FACILITY EVALUATION	2,250.00		
		=====		
	SEWER	2,250.00		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	SEWER CAPITAL IMPROVEMENT	2,250.00		
	SANITATION			
	SANITATION			
BLAIR BENZ	SANITATION BAGS REFUND	3.75		
LOIS CHAPMAN	SANITATION BAGS REFUND	2.50		
CINTAS CORPORATION	OSHA SUPPLIES	10.53		
CHERYL CLARK	SANITATION BAGS REFUND	42.50		
KAREN EHLERS	SANITATION BAGS REFUND	7.50		
FAREWAY STORES #840-1	SANITATION BAGS REFUND	580.00		
DENNIS GRAY	SANITATION BAGS REFUND	2.50		
GREAT PASTIMES	SANITATION BAGS REFUND	81.25		
SHANNON GUYER	SANITATION BAGS REFUND	3.75		
DUSTIN HALL	SANITATION BAGS REFUND	11.25		
BRENDA HANKEN	SANITATION BAGS REFUND	20.00		
STEVE HANKEN	SANITATION BAGS REFUND	6.25		
HARTIG DRUG COMPANY CORP	SANITATION BAGS REFUND	66.25		
BARB HIMES	SANITATION BAGS REFUND	3.75		
JEMM CONTROLS	SANITATION BAGS REFUND	73.75		
DANELLE JOHNSON	SANITATION BAGS REFUND	3.75		
MAE JOHNSON	SANITATION BAGS REFUND	2.50		
DENNIS JOSLYN	SANITATION BAGS REFUND	11.25		
KARDES INC	SANITATION BAGS REFUND	25.00		
KRAMER FUNERAL HOME	SANITATION BAGS REFUND	15.00		
JANAAN KRAUS	SANITATION BAGS REFUND	2.50		
ANDY KREMER	SANITATION BAGS REFUND	3.75		
LYNN LAIS	SANITATION BAGS REFUND	2.50		
STEPHANIE LAMM	SANITATION BAGS REFUND	11.25		
LASLEY ELECTRIC LLC	WINDOW AIR CONDITIONER	79.99		
CAROL LAWRENCE	SANITATION BAGS REFUND	32.50		
MARVIN MARSH	SANITATION BAGS REFUND	5.00		
LYNNETTE MARTINEAU	SANITATION BAGS REFUND	48.75		
LARRY MEIER	SANITATION BAGS REFUND	3.75		
SHARON MELCHERT	SANITATION BAGS REFUND	3.75		
MONTICELLO EXPRESS INC	SANITATION ADVERTISING	166.40		
MONTICELLO FOOD PANTRY	SANITATION BAGS REFUND	45.00		
BECKY MOORE	SANITATION BAGS REFUND	11.25		
LEEROY MOOTZ	SANITATION BAGS REFUND	16.25		
LYNN MOOTZ	SANITATION BAGS REFUND	48.75		
AGNES O'CONNELL	SANITATION BAGS REFUND	3.75		
NANCI PAULSEN	SANITATION BAGS REFUND	7.50		
ROBERT PAYNE	SANITATION BAGS REFUND	71.25		
SPENCER PINS	SANITATION BAGS REFUND	7.50		
REPUBLIC SERVICES	RESIDENTIAL RECYCLING	21,045.00		
CORY REYNER	SANITATION BAGS REFUND	25.00		
CHRIS SASINA	SANITATION BAGS REFUND	7.50		
DAN SAUSER	SANITATION BAGS REFUND	5.00		
JOHN SAUSER	SANITATION BAGS REFUND	6.25		
DAVE SAVAGE	SANITATION BAGS REFUND	45.00		
JOANN SCHENCK	SANITATION BAGS REFUND	5.00		
LUANNE SCHNEIDER	SANITATION BAGS REFUND	48.75		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
JUDY SCHNEITER	SANITATION BAGS REFUND	67.50		
VIOLET SOPER	SANITATION BAGS REFUND	6.25		
SANDRA SPAHR	SANITATION BAGS REFUND	7.50		
ST MATTHEWS CHURCH	SANITATION BAGS REFUND	22.50		
ANNE STRITTMATTER	SANITATION BAGS REFUND	2.50		
THEISENS	SANITATION BAGS REFUND	57.50		
ELFREIDA TOBIASON	SANITATION BAGS REFUND	7.50		
JAN TOENJES	SANITATION BAGS REFUND	3.75		
IVA UNGS	SANITATION BAGS REFUND	2.50		
LINDA VARNER	SANITATION BAGS REFUND	3.75		
MARLA WALTERS	SANITATION BAGS REFUND	2.50		
JOHN WRIGHT	SANITATION BAGS REFUND	15.00		
MARY YANDA	SANITATION BAGS REFUND	103.75		
		<u>23,034.42</u>		
	SANITATION	23,034.42		
		<u>23,034.42</u>		
	SANITATION	23,034.42		
	STORM WATER			
	STORM WATER FUND			
SNYDER & ASSOCIATES, INC	STORM WATER ENGINEERING FEES	796.00		
		<u>796.00</u>		
	STORM WATER FUND	796.00		
		<u>796.00</u>		
	STORM WATER	796.00		
**** SCHED TOTAL ****		124,742.45		
***** REPORT TOTAL *****		<u>124,742.45</u>		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS FUND SUMMARY**

FUND	FUND NAME	TOTAL	CHECK#	DATE
001	GENERAL	48,343.76		
005	MONTICELLO BERNDES CENTER	6,670.52		
015	FIRE	1,358.98		
016	AMBULANCE	2,008.07		
030	LIBRARY IMPROVEMENT	192.55		
041	LIBRARY	171.18		
046	AIRPORT	2,830.16		
110	ROAD USE	21,923.09		
178	TRUST/SLAVKA GEHRET FUND	69.34		
375	POCKET PARK	525.00		
503	TRUST/IOMA MARY BAKER	526.82		
600	WATER	12,219.86		
602	CUSTOMER DEPOSITS	730.00		
610	SEWER	1,092.70		
613	SEWER CAPITAL IMPROVEMENT	2,250.00		
670	SANITATION	23,034.42		
740	STORM WATER	796.00		

City Council Meeting
Prep. Date: 08/31/18
Preparer: Doug Herman



Agenda Item: # |
Agenda Date: 09/04/18

Communication Page

Agenda Item Description: Motion to approve expression of interest in 2019 Ragbrai.

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Various

n/a

n/a

n/a

Synopsis: To be considered as a pass through or overnight community for Ragbrai it is necessary to formally express interest in the event.

Background Information: If the Council expresses interest, the City Administrator will work with the Mayor to obtain other letters of support from around the community prior to submission of a packet to Ragbrai. While it is hard to gauge the total economic impact to the Community it is clear that many thousands of people would be in town for an extended time if we are an overnight host, that bikers and support staff would both be in and around our community, some for the first time, that there would be press coverage of Monticello, etc. With that said, an event like this takes organization, effort, and likely some overtime.

In my opinion there is more positive than negative to participation, so long as it is not annual participation. (Which would never be the case as the event moves around the State.)

Recommendation: Admin. Recommends that Council consider whether or not to support the involvement of the City of Monticello in the 2019 Ragbrai event.

City Council Meeting
Prep. Date: 08/29/18
Preparer: Doug Herman



Agenda Item: # 2
Agenda Date: 09/04/18

Communication Page

Agenda Items Description: Resolution to approve Pay Request #10 from Schaus-Vorhies related to the Monticello Airport Ten-T Hangar project in the amount of \$4,127.94

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

Attachments & Enclosures:

Resolution
Pay Request #10; Engineer Recommendation

Fiscal Impact:

Budget Line Item:	
Budget Summary:	Ten-T Hangar Project
Expenditure:	\$4,127.94
Revenue:	

Synopsis: Approval of Pay Request #10 related to Ten-T Hangar project in the amount of \$14,411.25.

Background Information: The City Engineer recommends that Pay Request #10 be approved in the amount of \$4,127.94. The total amount earned as reflected by this pay request is \$4,345.20. Retainage after this payment would total \$32,761.03, resulting in total payments after this payment in the amount of \$622,459.53.

The balance due after this payment, if approved, would total or equal the retainage in the amount of \$32,761.03.

You will note from the pay request that this pay request compensates the contractor for the installation of silt fence that was not actually installed or utilized during this project. As explained by Troy Culver the contractor has requested compensation for this line item and Troy has recommended the approval of the pay request, as in their opinion the project did not experience siltation problems and the contractor took other steps to manage siltation. The contractor also argues that they performed other tasks that might support a change order, such as moving dirt or delivering removed dirt around the airport grounds. Troy previously reviewed this potential pay request with both Paul and me and Troy understood that Paul had no objections and it would be accurate to say that I did not voice formal objections when Troy brought this idea to me as I wanted to discuss it with Paul. When I spoke with Paul I was not left with the feeling that he supported the pay request. I, personally, would only support the pay request if we can be shown that there were other efforts, above and beyond those required in the contract, that would support a change order in an amount equal to or greater than the pay request. I discussed some of the items Troy mentioned to me that were

“extras”, however, cannot say that I am totally satisfied that said “extras” were extras and definitely do not have a comfort level on the value of the suggested “extras”. With that said, I think the contractor’s primary argument, with support from Snyder, is that they took steps to manage silt/dirt movement that did not include a silt fence and because those other methods were effective in managing silt/dirt movement that they should be compensated as if they installed the silt fence. (Argument: The efforts they expended to manage silt/dirt replaced the installation of a silt fence.)

Recommendation: I recommend that the Council consider the approval of Pay Request #10 from Schaus-Vorhies in relation to the Monticello Airport Ten-T Hangar project in the amount of \$4,127.94.

The City of Monticello, Iowa

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

RESOLUTION #18-__

To approve Pay Request #10, related to the Monticello Airport Ten-T Hangar project, to Schaus-Vorhies in the amount of \$4,127.94

- 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 10th pay request from Schaus-Vorhies related to said project and recommends that it be paid in the amount of \$4,127.94, same reflecting the maintenance of a 5% retainer in the amount of \$32,761.03 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 #10 from Schaus-Vorhies and authorizes payment in the amount of \$4,127.94.

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 4th day of September 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk



September 4, 2018

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

RE: Pay Request #10, Pay Request #11, and Final Acceptance
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 #10 and #11 from Schaus-Vorhies Contracting for the project referenced above. We have reviewed the pay requests and find them to be in agreement with the work completed to date. We, therefore, recommend approval of Pay Request #10 and #11 for this project for a combined total of **\$36,888.97** to Schaus-Vorhies Contracting. (Note: Pay Request #11 contains the release of project retainage only, at Schaus-Vorhies request)

We have reviewed the improvements associated with the 2017 Tee Hangar project and find them to be acceptable and in general conformance with the contract documents. We, therefore, recommend Final Acceptance of the project. However, it should be noted that the date to which substantial completion was achieved was on June 6, 2018. Per FAA Specification, 90-10, b "If the owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.", therefore the warranty period began on June 6, 2018 and will be covered for a period of one year.

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 #10, Pay Request #11
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: 10</p> <p>PERIOD TO: 7/15/2018</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 type="checkbox"/> CM</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)	\$	655,220.56
5. RETAINAGE:		
a. 5.0% % of Completed Work (Column G+H on G703)	\$	32,761.03
b. 5.0% % of Stored Material (Column I on G703)	\$	
Total Retainage (Line 5a + 5b or Total in Column L of G703)	\$	32,761.03
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	622,459.53
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	618,331.59
8. CURRENT PAYMENT DUE	\$	4,127.94
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	32,761.03

CONTRACTOR

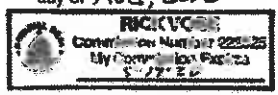
By: [Signature] Date: 08/23/18

State of: Iowa

Subscribed and sworn to before me this 22nd day of Aug, 2018

Notary Public: [Signature]

My Commission expires: 5-19-21



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 ----- \$ 4,127.94

(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: 08/23/2018

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 G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 10

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

APPLICATION DATE: 8/22/2018

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

PERIOD TO: 7/15/2018

PROJECT NO: 62282

Monticello, IA 52316

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
						H From Previous Application (G + H)	I This Period					
1.2	Safety Plan, Traffic Control, and Mobilization	\$97,503.95	1.00	1	\$97,503.95	\$97,503.95			97,503.95	100.00%		4,875.20
2.2	Unclassified Excavation	\$8.32	805	805	\$7,502.60	\$7,502.60			7,502.60	100.00%		375.13
3.2	Subbase Course	\$8.44	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	1020	\$4,345.20		\$4,345.20		4,345.20	100.00%		217.28
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%		157.62
7.2	Topsoiling	\$6.39	850	850	\$4,153.50	\$4,153.50			4,153.50	100.00%		207.68
8.2	Mulching	\$3,301.50	0.8	0.8	\$2,841.20	\$2,841.20			2,841.20	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%		186.38
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 Nestled Tee Hanger, Complete, 54' x 264'	\$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						655,220.56	650,875.36	4,345.20	655,220.56	100.00%		32,781.03

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

City Council Meeting
Prep. Date: 08/29/18
Preparer: Doug Herman



Agenda Item: # 3
Agenda Date: 09/04/18

Communication Page

Agenda Items Description: Resolution to approve Pay Request #11 from Schaus-Vorhies related to the Monticello Airport Ten-T Hangar project in the amount of \$32,761.03.

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

Attachments & Enclosures:

Resolution
Pay Request #11; Engineer Recommendation

Fiscal Impact:

Budget Line Item:	
Budget Summary:	Ten-T Hangar Project
Expenditure:	\$32,761.03 / \$32,543.77
Revenue:	

Synopsis: Approval of Pay Request #11 related to Ten-T Hangar project in the amount of \$32,761.03.

Background Information: The City Engineer recommends that Pay Request #11 be approved in the amount of \$32,761.03. This payment would reflect the final payment and/or payment of Retainage.

After this payment the total payments made to Schaus Vorhies would total \$655,220.56. The amount of this pay request assumes the approval of Pay Request #10. If Pay Request #10 is not approved then this pay request should be considered for approval in the amount of \$32,761.03.

Recommendation: I recommend that the Council consider the approval of Pay Request #11 from Schaus-Vorhies in relation to the Monticello Airport Ten-T Hangar project in the amount of \$32,761.03 (If #10 was approved) or \$32,543.77(If #11 was not approved).

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: 11 Retainage</p> <p>PERIOD TO: 7/15/2018</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 type="checkbox"/> CM</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.

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)	\$	655,220.56
5. RETAINAGE:		
a. _____ % of Completed Work (Column G+H on G703)	\$	
b. _____ % of Stored Material (Column I on G703)	\$	
Total Retainage (Line 5a + 5b or Total in Column L of G703)	\$	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	655,220.56
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	622,459.53
8. CURRENT PAYMENT DUE	\$	32,761.03
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	

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

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

CONTRACTOR

By *David Schaus* Date: 08/22/18

State of: Iowa

Subscribed and sworn to before me this 22nd day of Aug, 2018

Notary Public: *Rick Vose*



My Commission expires: 5-15-20

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 \$ 32,761.03

(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: *AJB* Date 08/29/2018

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.

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 retainage for line items may apply.

Monticello, IA 52310

APPLICATION NO 11 Retainage

APPLICATION DATE 8/22/2018

PERIOD TO 7/15/2018

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 (Net 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	\$97,503.95			97,503.95	100.00%		
2.2	Unclassified Excavation	\$9.32	805	805	\$7,502.60	\$7,502.60			7,502.60	100.00%		
3.2	Bubble Course	\$6.44	2412	2412	\$15,533.28	\$15,533.28			15,533.28	100.00%		
4.2	Installation and Removal of Silt Fence	\$4.26	1020	1020	\$4,345.20	\$4,345.20			4,345.20	100.00%		
5.2	Portland Cement Concrete	\$51.89	710	710	\$36,841.90	\$36,841.90			36,841.90	100.00%		
6.2	Seeding	\$3,940.50	0.8	0.8	\$3,152.40	\$3,152.40			3,152.40	100.00%		
7.2	Topsolling	\$6.39	650	650	\$4,153.50	\$4,153.50			4,153.50	100.00%		
8.2	Mulching	\$3,301.50	0.8	0.8	\$2,641.20	\$2,641.20			2,641.20	100.00%		
9.2	Construction Survey	\$3,727.50	1.00	1	\$3,727.50	\$3,727.50			3,727.50	100.00%		
10.2	Electrical Service Extension	\$7,455.00	1.00	1	\$7,455.00	\$7,455.00			7,455.00	100.00%		
11.2	Ten-Unit Nested Tee Hangar, Complete, 54' x 284'	\$473,880.27	1.00	1	\$473,880.27	\$473,880.27			473,880.27	100.00%		
	Change Order #1	(\$1,516.24)			(\$1,516.24)	(\$1,516.24)			(1,516.24)			
GRAND TOTALS						655,220.56	655,220.56		655,220.56	100.00%		

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

The City of Monticello, Iowa

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

RESOLUTION #18-__

To approve Pay Request #11, related to the Monticello Airport Ten-T Hangar project, to Schaus-Vorhies in the amount of \$_____

- 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 11th pay request from Schaus-Vorhies related to said project and recommends that it be paid in the amount of \$_____, same being the final payment and/or release of retainage, 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 #11 from Schaus-Vorhies and authorizes payment in the amount of \$_____.

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 4th day of September 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

City Council Meeting Prep. Date: 08/30/18 Preparer: Doug Herman		Agenda Item: # 4 Agenda Date: 09/04/18
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Communication Page

Agenda Items Description: Resolution to approve final acceptance of 2017 Ten Tee Hangar Project												
Type of Action Requested: Motion; Resolution ; Ordinance; Report; Public Hearing; Closed Session												
Attachments & Enclosures: <table border="1" style="width: 100%;"> <tr><td>Resolution</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>	Resolution			Fiscal Impact: <table border="1" style="width: 100%;"> <tr><td>Budget Line Item:</td><td> </td></tr> <tr><td>Budget Summary:</td><td> </td></tr> <tr><td>Expenditure:</td><td> </td></tr> <tr><td>Revenue:</td><td> </td></tr> </table>	Budget Line Item:		Budget Summary:		Expenditure:		Revenue:	
Resolution												
Budget Line Item:												
Budget Summary:												
Expenditure:												
Revenue:												

Synopsis: Acceptance of project required as part of FAA project finalization.

Background Information: the formal acceptance of the 2017 Ten Tee Hangar Project is a requirement of the FAA project finalization.

The proposed resolution is an acknowledgement on the part of the Council that they accept the project as being complete and in substantial compliance with the project plans and specifications.

Recommendation: I recommend that the Council approve the proposed Resolution finding the project to be complete and acknowledging the final acceptance of the project.

The City of Monticello, Iowa

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

RESOLUTION #18-__

Approving Final Acceptance of the 2017 Ten Tee Hangar Project

WHEREAS, The City of Monticello and the FAA partnered to complete the construction of a new Ten Tee Hangar at the Monticello Regional Airport, and

WHEREAS, Schaus Vorhies was contracted as the General Contractor in relation to the construction of the 2017 Ten Tee Hangar project, and

WHEREAS, The Council finds, on the advice and representations of the City Engineer, that the project has been completed in substantial compliance with the project plans and specifications and that the Council should acknowledge, by this Resolution, the final acceptance of the 2017 Ten Tee Hangar project.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby acknowledge, by this Resolution, the final acceptance of the 2017 Ten Tee Hangar project.

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 4th day of September, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 08/03/18
Preparer: Doug Herman



Agenda Item: 5
Agenda Date: 09/04/2018

Communication Page

Agenda Items Description: Resolution to approve Plat of Survey to Parcel 2018-55 and 2018-58.

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

Attachments & Enclosures:

Proposed Resolution
Plat of Survey
Aerial

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The Proposed Plat of Survey has created two parcels, both being located within the two mile jurisdiction of Monticello.

Background Information: These parcels are located near the Gun Club and are owned by the same person. The survey was generated to verify property lines. You may note on Parcel 2018-55 that the “existing house” lies slightly over the property boundary line. The owners of the property, in addition to acquiring the survey also obtained a “Building Encroachment and Easement Agreement” from the property owner on which their house partially lies.

The parcel located between the surveyed parcels is something that the property owner is seeking to take care of as the last known owner of that parcel died many, many years ago. It is believed that said parcel was retained as a potential access to properties to the east, however, it was never improved and properties to the east are now commonly owned and do not need the access. It is likely that the owner of these parcels will take legal steps to claim the parcel.

The P & Z has reviewed the Plat of Survey and recommends its approval

Staff Recommendation: I recommend that the Council approve the proposed Plat of Survey to Parcels 2018-55 and 2018-58.

The City of Monticello, Iowa

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

RESOLUTION #18-__

Resolution Approving Plat of Survey to Parcel 2018-55 and 2018-58

WHEREAS, A Plat of Survey creating Parcel 2018-55 and 2018-58 has been presented to the City Council for approval, same being located within the two-mile jurisdiction of the City limits of the City of Monticello, and

WHEREAS, The City Planning and Zoning Board has reviewed the Plat of Survey and recommends its approval, and

WHEREAS, 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 Parcel 2018-55 and 2018-58.

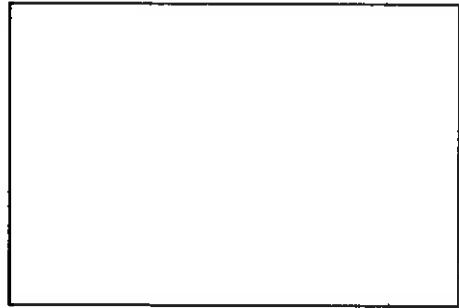
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 4th day of September, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

RECORDER'S INDEX	
COUNTY:	JONES
SECTION:	22-86-3
QUARTER SECTION:	NE1/4-NE1/4
CITY:	N/A
SUBDIVISION:	N/A
BLOCK:	N/A
LOT(S):	N/A
PROPRIETOR:	SHAYONNA D. VICK
REQUESTED BY:	SHAYONNA D. VICK



For Recorder's Use Only

Prepared by/Return to: FEHR GRAHAM, 1919 210th Street, Manchester IA 52057 - Ph: (563)927-2060

PLAT OF SURVEY PARCELS 2018-55 AND 2018-58 IN THE NE1/4-NE1/4 OF SECTION 22, T86N, R3W JONES COUNTY, IOWA

NOTE: THIS IS A PLAT OF SURVEY OF THE PROPERTY AS DESCRIBED BY TRUSTEE WARRANTY DEED RECORDED JUNE 1, 2018, IN RECORDING INSTRUMENT #2018-1413, ON FILE IN THE JONES COUNTY RECORDER'S OFFICE, ANAMOSA, IOWA. FOR THIS SURVEY DESCRIPTION, THE JONES COUNTY AUDITOR HAS DESIGNATED THIS PARCELS AS 2018-55 AND 2018-58.

SURVEY DESCRIPTION:

PARCEL 2018-55 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 86 NORTH, RANGE 3 WEST OF THE 5TH P.M., JONES COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION;

THENCE NORTH 00°51'30" WEST (ASSUMED BEARING), 871.00 FEET ALONG THE NORTH LINE OF SAID SECTION AND NORTH LINE OF PARCELS 95-25 AND 95-26 AS RECORDED IN MAY 16, 1925, IN BOOK 378, PAGE 155 AND IN PLAT BOOK L, PAGE 54, ON FILE IN THE JONES COUNTY RECORDER'S OFFICE, ANAMOSA, IOWA;

THENCE SOUTH 00°22'45" EAST, 649.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°19'33" EAST, 122.17 FEET;

THENCE SOUTH 01°14'41" EAST, 71.84 FEET;

THENCE NORTH 09°38'36" WEST, 123.25 FEET;

THENCE NORTH 00°22'45" WEST, 72.49 FEET TO THE POINT OF BEGINNING;

DESCRIBED PARCEL CONTAINS 0.203 ACRE AND IS SUBJECT TO RESTRICTIONS AND OTHER EASEMENTS OF RECORD.

AND

PARCEL 2018-58 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 86 NORTH, RANGE 3 WEST OF THE 5TH P.M., JONES COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION;

THENCE NORTH 89°51'33" WEST (ASSUMED BEARING), 871.00 FEET ALONG THE NORTH LINE OF SAID SECTION AND NORTH LINE OF PARCELS 95-25 AND 95-26 AS RECORDED IN MAY 16, 1925, IN BOOK 378, PAGE 155 AND IN PLAT BOOK L, PAGE 54, ON FILE IN THE JONES COUNTY RECORDER'S OFFICE, ANAMOSA, IOWA;

THENCE SOUTH 00°22'45" EAST, 731.49 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°38'36" EAST, 123.40 FEET;

THENCE SOUTH 01°14'41" EAST, 81.83 FEET;

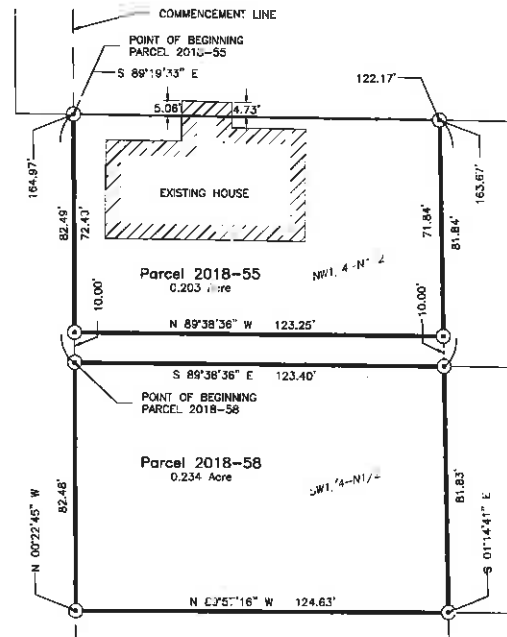
THENCE NORTH 89°57'16" WEST, 124.63 FEET;

THENCE NORTH 00°22'45" WEST, 82.84 FEET TO THE POINT OF BEGINNING;

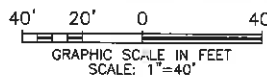
DESCRIBED PARCEL CONTAINS 0.234 ACRE AND IS SUBJECT TO RESTRICTIONS AND OTHER EASEMENTS OF RECORD.

REFERENCE IS HEREBY MADE TO A PLAT AND SURVEY MADE BY DANIEL J. JOHNSON, RECORDED MAY 16, 1925, IN BOOK 378, PAGE 155, AND IN PLAT BOOK L, PAGE 54; TO A PLAT AND SURVEY MADE BY JAMES D. FRANKLIN, RECORDED JANUARY 13, 1972; TO A PLAT AND SURVEY MADE BY DONALD A. THOMAS, RECORDED IN PLAT BOOK K, PAGE 214; TO A PLAT AND SURVEY MADE BY HAROLD E. DILLON, RECORDED AUGUST 21, 2003, WITH RECORDING INSTRUMENT #2003 4025, AND IN PLAT BOOK P, PAGE 109; TO A PLAT AND SURVEY MADE BY WILLIAM BURGER, RECORDED JUNE 6, 2013, WITH RECORDING INSTRUMENT #2013 1492, AND IN PLAT BOOK U, PAGE 126; TO A PLAT AND SURVEY MADE BY STEPHEN MICHAEL BROWN, RECORDED MAY 15, 2003, WITH RECORDING INSTRUMENT #2003 2276, AND IN PLAT BOOK P, PAGE 74; TO A PLAT AND SURVEY MADE BY JAMES D. FRANKLIN, RECORDED FEBRUARY 14, 1977, IN PLAT BOOK F, PAGE 18, ALL ON FILE IN THE JONES COUNTY RECORDER'S OFFICE, ANAMOSA, IOWA.

BUILDING ENCROACHMENT AND EASEMENT AGREEMENT IS RECORDED IN FEE BOOK 2013 0905 IN THE JONES COUNTY RECORDER'S OFFICE, ANAMOSA, IOWA.



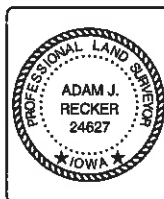
NOTE: NW1/4-N1/2 AND SW1/4-N1/2 DESIGNATES THE SPLIT OF THE ORIGINAL DEED DESCRIPTION OF THE TRUSTEE WARRANTY DEED AND NOT THE SECTION QUARTER BREAKDOWN.



LEGEND



- SECTION CORNER AS DESCRIBED
- FOUND 1/2" REBAR W/RPC #11954
- FOUND 1-1/2" IRON PIPE
- FOUND 3/4" IRON PIPE
- FOUND 1/2" REBAR W/GPC #4397
- FOUND 1/2" REBAR W/YPC #6019
- FOUND 1/2" REBAR W/YPC #6581
- SET 1/2" REBAR W/RPC #24627
- CALCULATED POSITION
- SURVEY BOUNDARY
- SECTION LINE
- 1/4-1/4 SECTION LINE
- EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE
- COMMENCEMENT LINE
- PREVIOUSLY RECORDED AS
- GPC GRAY PLASTIC CAP
- RPC RED PLASTIC CAP
- YPC YELLOW PLASTIC CAP



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

FINAL PLAT
Adam J. Recker, P.L.S. Date: _____
License Number: 24627
My license renewal date is December 31, 2019.
Sheets covered by this seal: SHEETS 1 - 2



ILLINOIS
IOWA
WISCONSIN

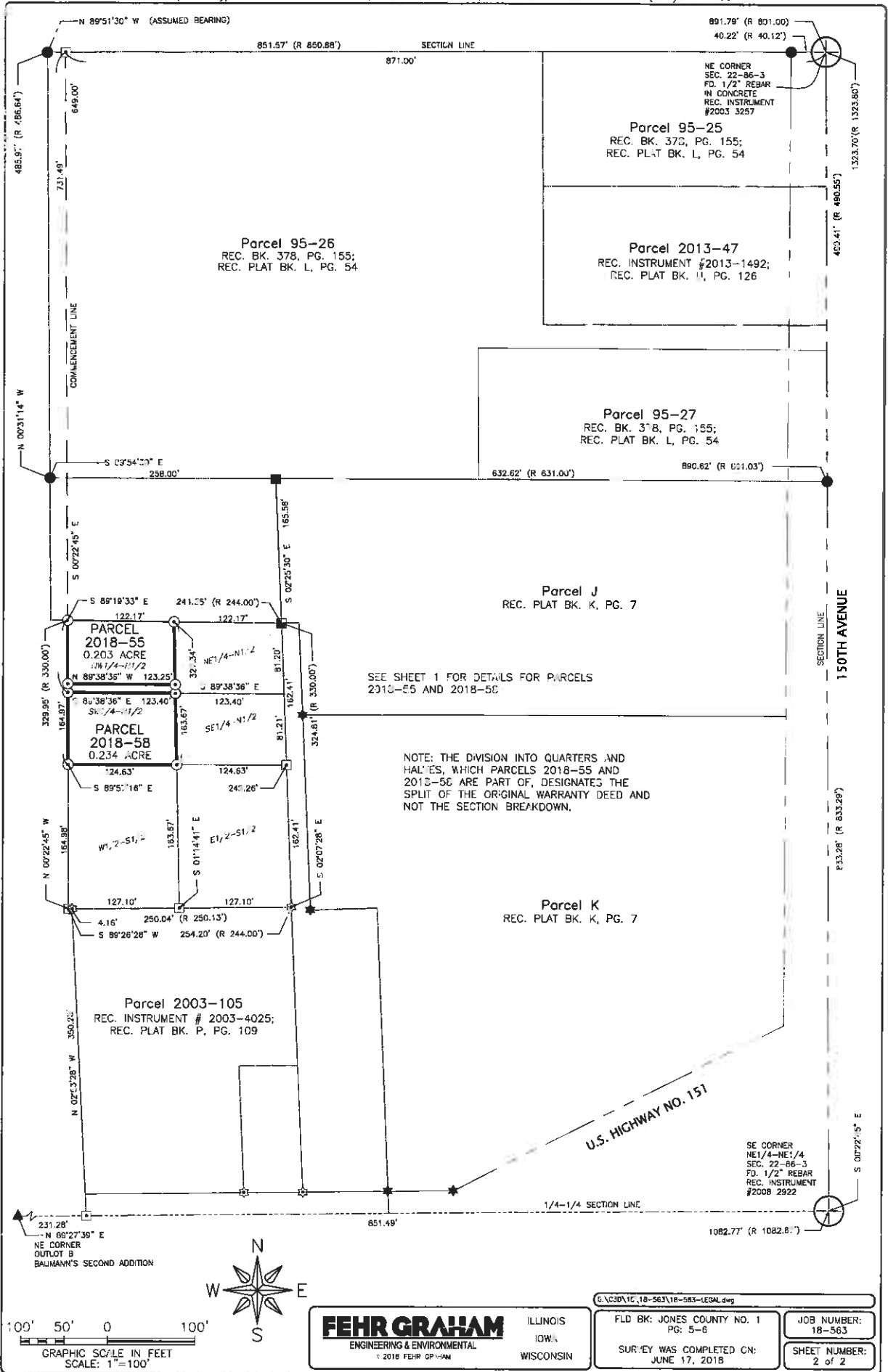
GA23018\18-563\18-563-LEGAL.dwg

FLD BK: JONES COUNTY NO. 1
PG: 5-6

JOB NUMBER:
18-563

SURVEY WAS COMPLETED ON:
AUGUST 22, 2018

SHEET NUMBER:
1 of 2





Overview



Legend

-  Parcels
-  Cartography
-  Major Roads

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

Date created: 8/30/2018
Last Data Uploaded: 8/30/2018 5:31:13 PM

Developed by  **Schneider**
GEOSPATIAL

City Council Meeting
Prep. Date: 08/29/18
Preparer: Doug Herman



Agenda Item: # 6
Agenda Date: 09/04/18

Communication Page

Agenda Items Description: Resolution to approve preparation and submission of Notice of Interest to FEMA to pursue the FEMA supported buy out of the property commonly known as the "Old Energy Building"

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

Attachments & Enclosures:

Resolution

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Approval of preparation and submission of NOI related to potential "Old Energy Building" buy out.

Background Information: The City has previously purchased a number of properties along Kitty Creek utilizing FEMA Hazard Mitigation funding. Funds have become available for the City to again request FEMA assistance in property acquisitions.

The Welter family has agreed to take initial steps to pursue a FEMA supported buyout of the old Energy building. FEMA flood maps suggest that approx. 50% of the Energy Building is in the 100 year flood plain while approx. 15-20% of the remaining portion of the building is in the 500 year flood plain.

At this point the process is exploratory and voluntary, meaning that the property owners and/or the City could reverse course moving forward. With that said, I would suggest that the Council be committed to moving forward unless and until something unexpected were to occur in the process, not withdrawing in the future merely because of a change of heart as there will be work involved to move this matter forward.

The assessed valuation of the property is near \$215,000. Past practice has been to buy out properties at 110% of value which would put the buyout price at approx. \$236,500. In the case of Julin Printing the Council approved a much larger payment based upon an appraisal of the property provided by Julin that valued the property well in excess of twice the assessed value. I have no knowledge of an appraisal of the Old Energy Building at this time. I suspect that purchase, inspections, abatements, and removal would total somewhere in the neighborhood of \$400,000. (Not having any idea on abatements that may be required.) City

Share of purchase would be 15% or \$60,000 if this number were accurate, State 10% or \$40,000, and FEMA 75% or \$300,000.

Recommendation: I recommend that the Council authorize me to proceed with the preparation of the Notice of Interest.

The City of Monticello, Iowa

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

RESOLUTION 18-__

Authorizing completion and submission of Notice of Interest in Structural Acquisition buyout forms with Iowa Homeland Security. (FEMA flood related property buy-out program)

WHEREAS, the City of Monticello, Iowa is an incorporated City within Jones County, Iowa; and

WHEREAS, areas along the Kitty Creek floodway and flood plain have experienced more and more flooding in the past decade, and

WHEREAS, funding is available through the Hazard Mitigation Grant Program to purchase properties located in flood zones and the City is eligible to pursue said funding, and

WHEREAS, the Welter family, owner of what is commonly referred to as the “Old Energy Building”, hereinafter referred to as the Welter Property, has expressed an interest in such a buy out, and

WHEREAS, the Welter property has flooded many times over the years and a significant portion of the property and buildings are located within the 100 year flood plain with another section of the property and building being located in the 500 year flood plain, and

WHEREAS, to move forward with the application process, the City must file a NOI (Notice of Interest) with the Iowa Dpt. of Homeland Security, same to include basic information in support of the request including property identification information.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Monticello, Iowa does hereby authorize the City Administrator to submit a NOI to the Iowa Dpt. of Homeland Security expressing the interest of the City and the property owner in moving forward with a proposed FEMA supported buy out of the Welter property.

IN TESTIMONY WHEREOF, I subscribe my name and affix the Great Seal for the City of Monticello, Iowa on this 4th day of September, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 08/30/18
Preparer: Doug Herman



Agenda Item: # 7
Agenda Date: 09/04/18

Communication Page

Agenda Items Description: Resolution to approve retention of Claussen Painting to paint the Monticello Aquatic Center pool and baby pool.

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

Attachments & Enclosures:

Resolution
Bids

Fiscal Impact:

Budget Line Item:	
Budget Summary:	Aquatic Center
Expenditure:	\$19,500
Revenue:	

Synopsis: Pool was last painted in 2007, the passage of 11 years is past the recommended paint life and the pool is in need of painting.

Background Information: Three bids were obtained in relation to the Aquatic Center "Pool" painting project. Staff, some Park Board members and the Mayor, met with the two lowest bidders and has a comfort level proceeding with the low bidder, Claussen Painting, out of Monticello. When meeting with Claussen and his paint sales rep. it became evident that he intended to follow the same surface preparation and product application as proposed by the next highest bidder. The bids were as follows:

1. Claussen \$19,500
2. Dreyer \$32,760
3. Pospisil \$52,575

Recommendation: I recommend that the Park Board recommends that the Council award the Pool Painting project to Claussen Painting in the amount of \$ 19,500.

THE CITY OF MONTICELLO, IOWA

RESOLUTION #18-__

To approve retention of Claussen Painting to paint the Monticello Aquatic Center Pool and Baby Pool

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

WHEREAS, the Park and Rec. Dpt. sought bids to repaint the Aquatic Center Pool and Baby Pool, and received the following three bids:

1. Claussen \$19,500
2. Dreyer \$32,760
3. Pospisil \$52,575

WHEREAS, Park and Rec. Staff, the City Administrator, Park and Rec. Board members, and the Mayor met with the two low bidders and was comfortable with both contractors, and

WHEREAS, After a review of the bids and the proposed preparation and application procedures to be employed by the contractors it was the opinion of staff and the Park and Recreation Board that the bids were basically apples to apples bids and that the project should be awarded to Claussen Painting in the sum of \$19,500, and

WHEREAS, The City Council finds it appropriate and in the best interests of the City to move forward with this project and to award the bid to Claussen Painting as proposed, with the understanding that the project will commence shortly after the pool is drained and will be completed early this fall.

NOW, THEREFORE, be it Resolved by the City Council of the City of Monticello, Iowa, that the bids received associated with this project are hereby acknowledged and the project is hereby awarded to the lowest responsive, responsible bidder, Claussen Painting, Monticello, IA, in the amount of \$19,500.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto this 4th day of September, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

Claussen Painting, Mediablasting, &
 P.O. Box 61
 Monticello, Iowa 52310

Estimate

Date	Estimate #
7/26/2018	89

Name / Address
MONTICELLO POOL MONTICELLO IOWA 52310

			Project
Description	Qty	Rate	Total
PAINING OF POOL			
(PREP) ACID BATH, AND PRESSURE WASH TO LOOSEN UP EXISTING COATING. BOTH POOLS'		0.00	0.00
APPLY 2 COATS OF A 2 PART EPOXY , AND STRIPES. ALL MATERIALS INCLUDED. DATA SHEETS APON REQUEST		19,500.00	19,500.00
APPLY 1 COAT OF 2 PART EPOXY, AND STRIPES. ALL MATERIALS INCLUDED (\$17,500)		0.00	0.00
HALF DOWN PAYMENT TO COVER FOR MATERIALS FOR THE JOB		0.00	0.00
		Total	\$19,500.00



COMMERCIAL - INDUSTRIAL
Specialists in Painting, Coating, Lining, Flooring

728 58th Ave. Ct. SW
CEDAR RAPIDS, IA 52404
PHONE 319-362-4356 1-800-798-4356
FAX 319-362-6822

Proposal Date: 03/21/18

Customer Information:

Project Description:

City of Monticello
Casey Reyner
creyner@ci.monticello.ia.us
319-465-6640

Pool Painting

We hereby submit specifications and estimates for:

For large main pool and small childrens pool:

Abrasive blast painted pool surfaces to remove contaminants, loose paint and to prep for new finishes. Clean up abrasive. Mask any lights etc. Mask gutters to protect.

Apply 2 coats of Tnemec Series 161 Pool Epoxy, white color.
Re-paint deep water markings, depth markings, racing targets (black)
Apply new colored accents depth markings, green, yellow, red at zero entry area.
Apply non-slip sand finish at zero entry area, gutters and children's pool (if desired)

Labor & Materials: \$52,575.00

Tax has not been included.

Please allow 3-4 days minimum cure at 75 degrees before filling.
Owner to pump out rain water/debris. We can supply a pump to keep pool dry during our work.

Proposal prepared by Cliff Mohling. Please call if you have any questions.

Payment to be made as follows: Net 30

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over & above the estimate. All agreements contingent upon strikes, insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature:

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Acceptance Date

Honor God, Serve Others, Build the Kingdom



Dreyer Painting
 11648 East Stockton Rd.
 Stockton, IL 61085
 815 291-9931

Proposal

Date	Estimate No.
4/12/2018	1446

Name/Address
 Monticello City Hall
 200 East First Street
 Monticello, IA 52310

Denny
30 years
Lake Mills

Dave
Burbeck
Aquatics
4-5 years

Project			
Description	Qty	Rate	Total
Remove All Gutter Grates. Acid Etch All Pool Surfaces To Be Painted. Water Blast Entire Pool Surfaces To Be Painted With 0 Degree Turbo Nozzel's At 4000 psi. Apply Two Coats Of Amerlock-400 High Solids White Epoxy Paint. Apply Non Slip Sand Finish To Zero Depth To 2' 6" & Deck Preimeter On Final Coat. Apply Amerlock-400 Black To All Existing Depth Markers, Racing Lanes And Targets To Existing Colors As They Are Presently Painted. Includes All Paint & Labor Necessary To Complete.	<i>Mandy</i> <i>1:00pm</i>	32,760.00	32,760.00
Please Review & contact me with any questions.		Total	\$32,760.00

Dew Point is important

Miscellaneous
Moning

E-mail
dreyerpainting@hotmail.com

City Council Meeting Prep. Date: 08/30/18 Preparer: Doug Herman		Agenda Item: # 8 Agenda Date: 09/04/18
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Communication Page

Agenda Item Description: Resolution scheduling Public Hearing on City of Monticello FY '19 Budget Amendments.

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

Attachments & Enclosures:

Resolution / Notice

Fiscal Impact:

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

Synopsis: Proposed amendment to FY '19 budget.

Background Information: We have typically been amending the budget once per year, however, due to some of the additional expenses and revenues that have come to be fairly early this fiscal year we think it is prudent to amend the budget at this time. If we expend sums over the budgeted amounts in budgeted categories prior to amending the budget we are likely to be written up and with that in mind it is a better practice to amend those areas of the budget prior to spending in excess of the budgeted amounts. Expenses are more important than revenues from an amendment process, however, we attempt to recognize new/unanticipated revenues as well as expenditures not planned or anticipated at budget creation.

All we are doing tonight is scheduling the public hearing to consider the proposed budget amendments. I will provide a more detailed explanation of the budget amendments at the next meeting. (The Public Hearing Notice does include the proposed amendments and an explanation is located at the bottom of the first page of the Notice.)

Staff Recommendation: I recommend that the Council approve the proposed resolution scheduling public hearing on the proposed budget amendments for September 17, 2018 at 6:00 p.m.

The City of Monticello, Iowa

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

RESOLUTION #

Scheduling Public Hearing on City of Monticello 2018/2019 Fiscal Year budget amendments for September 17, 2018 at 6:00 p.m.

WHEREAS, The Iowa Code requires that prior to a budget Program will exceed the amount originally budgeted for that Program that the City of Monticello hold a Public Hearing on all proposed budget amendments for the 2018/2019 fiscal year, prior to the final approval of same, and

WHEREAS, The budget amendment must be submitted to the County Auditor by no later than May 31, 2019, and

WHEREAS, Notice of the Public Hearing must be published at least ten but no more than twenty days prior to the Public Hearing, and

WHEREAS, Notice shall be published in the Monticello Express, scheduling Public Hearing for the 17th day of September 2018 at 6:00 P.M. at the Community Media Center, City Council Chambers, Monticello, Iowa, and

WHEREAS, The City Clerk is instructed to see to the publication of the appropriate Notice in the Monticello Express, consistent with the above dictates, so that the Public Hearing may be held as scheduled herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby schedule Public Hearing on the proposed 2018/2019 budget amendment for the 17th day of September, 2018 at 6:00 p.m. to be held in the City Council Chambers at the Mary Lovell LeVan Renaissance Center in Monticello, Iowa.

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 3rd day of September, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2018-2019 CITY BUDGET**

The City Council of Monticello in JONES County, Iowa
will meet at 220 E First Street, Monticello
at 6:00 PM on 9/17/2018
(hour) (Date)

for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2019
(year)
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property	1 1,615,282		1,615,282
Less: Uncollected Property Taxes-Levy Year	2 0		0
Net Current Property Taxes	3 1,615,282	0	1,615,282
Delinquent Property Taxes	4 0		0
TIF Revenues	5 687,017		687,017
Other City Taxes	6 381,016		381,016
Licenses & Permits	7 240,230		240,230
Use of Money and Property	8 230,086		230,086
Intergovernmental	9 1,222,979	354,086	1,577,065
Charges for Services	10 1,879,967		1,879,967
Special Assessments	11 17,180		17,180
Miscellaneous	12 279,775	60,000	339,775
Other Financing Sources	13 36,468	200,000	236,468
Transfers In	14 1,834,199	151,800	1,985,999
Total Revenues and Other Sources	15 8,424,199	765,886	9,190,085
Expenditures & Other Financing Uses			
Public Safety	16 1,260,122	13,850	1,273,972
Public Works	17 513,221		513,221
Health and Social Services	18 0		0
Culture and Recreation	19 607,819		607,819
Community and Economic Development	20 154,145		154,145
General Government	21 388,121		388,121
Deb: Service	22 1,080,718		1,080,718
Capital Projects	23 1,427,765	578,405	2,006,170
Total Government Activities Expenditures	24 5,431,911	592,255	6,024,166
Business Type / Enterprises	25 1,444,691		1,444,691
Total Gov Activities & Business Expenditures	26 6,876,602	592,255	7,468,857
Transfers Out	27 1,834,199	151,800	1,985,999
Total Expenditures/Transfers Out	28 8,710,801	744,055	9,454,856
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29 -286,602	21,831	-264,771
Beginning Fund Balance July 1	30 3,638,504		3,638,504
Ending Fund Balance June 30	31 3,351,902	21,831	3,373,733

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Revenue increases include: insurance payments for hail damage, AIP Grant payments for Airport Hangar Project and Airport Plan Update, IDOT Federal Bridge funds and cash on hand. Expense increases include: Cemetery roadway repairs, Airport hangar project, Hail damage repairs and East 1st Street Bridge projects that were scheduled to be completed last year, Airport plan update, Sixth Street Ditch Project and Police vehicle equipment installation expenses that will be this year.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Sally Hinrichsen, City Clerk/Treasurer
City Clerk/ Finance Officer Name

Fiscal Year 2018-2019 Budget First Amendments - Revenues dated August 30, 2018				
Budget Line Item	Current Budget	Proposed Budget	Increase/Decrease	For
General				
Transfer from Equip Set-A-Side	32500	45350	\$12,850	
Capital Improvement				
Trans in General Fund	\$0	\$17,750	\$17,750	
Trans in AIP Grant Match	\$3,000	\$116,200	\$113,200	AIP Grant Match
AIP Grant - A/port Hangar	\$0	\$80,000	\$80,000	AIP Grant
IDOT 1st St Bridge	\$0	\$125,000	\$125,000	
Transfer/Bond Proceeds/Assmt	\$0	\$200,000	\$200,000	6th St
AIP Grant - A/port Plan	\$0	\$149,086	\$149,086	
Insurance Proceeds- Hail	\$0	\$60,000	\$60,000	
MYBSA				
Transfer in Berndes Center	\$0	\$8,000	\$8,000	
TOTAL			\$765,886	

Fiscal Year 2018-2019 Proposed Budget First Amendments - Expenditures dated August 30, 2018

Budget Line Item	Current Budget	Proposed Budget	Increase/ Decrease	For
Police Operating Other Capital Equipment	32500	45350	\$12,850	vehicle equip installation
General Fund Transfers Transfer to Capital Imp	0	17750	\$17,750	
Police Improvement Other Capital Improvements	0	1000	\$1,000	vehicle equip installation
Equipment Set-A-Side Transfer to Police Operation	32500	45350	\$12,850	
Bermdes Center Transfer to MYBSA fund	0	8000	\$8,000	
Airport Transfer for grant match	0	15000	\$15,000	FAA plan update
Transfer for grant match	3000	101200	\$98,200	A/port hangar & paving matches
TIF Projects Public Safety Bldg	0	125	\$125	bldg repairs
Cemetery Improvement Grounds/ Maintenance	5000	33280	\$28,280	cemetery roadways
Capital Projects Airport Hangar -AIP Grant	0	115000	\$115,000	
East First Street Bridge	0	125000	\$125,000	contract & additional work approved
Hail Damage Expenses	0	60000	\$60,000	
Sixth Street Ditch	0	100000	\$100,000	
AIP - A/port Plan Update	0	150000	\$150,000	
Total			\$744,055	

City Council Meeting
Prep. Date: 08/31/18
Preparer: Doug Herman



Agenda Item: Reports
Agenda Date: 09/04/2018

Communication Page

Agenda Items Description: Misc. Reports

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

Attachments & Enclosures:

Vicious Dog Ordinance
Fountain Park Proposal
Zimmerman e-mail

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Reports / Potential Action:

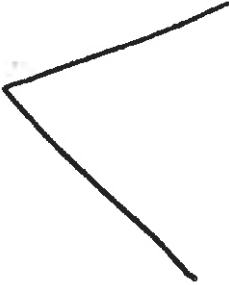
- N. Cedar Street Sanitary Sewer update: After further review the option of extending sewer from Madalyn Court is on the table. I have communicated this with Norm Zimmerman and have reached out to property owners.
- West Well Maintenance Report: The City pulls and maintains wells approximately every three years. We are at this time having the west well pulled to be inspected, maintained, repaired as necessary.
- S. Cedar Street Ditch Review (Engineer will present as appropriate.)
- E. 1st Street Bridge related street improvements update (DOT has approved of the Supplemental Agreement. Engineer will report as appropriate.)
- E. 1st Street / Baty Disc Golf Course drainage project update / plans: Water has pooled after rains on the DGC near the spot where the culverts were removed. The PW Dpt. will take steps to alleviate the problem. At this point I believe the plan will be to install a drain near the area pooling water with a tile line, likely 6" in diameter, to the area of Kitty Creek. The tile will be dug in with the City backhoe. The drain will either be a Hickenbottom style drain or a bumble bee top with cement surround.
- City Wide Clean Up Discussion: Fall City Wide clean up used to occur in September. It is my understanding that the Council does not wish to hold the "City Wide" at this time, to allow the new service, with bulk item collection, to proceed forward with subsequent consideration of a city wide clean up should the Council/community find it necessary. (At this point the City Wide clean up would be discontinued absent future action of the Council.)

- Review of Vicious Dog Ordinance: At the last meeting the Council indicated a desire to discuss the Vicious Dog Ord. at this meeting. I have attached a copy of the Ordinance hereto and will look for direction from the Council on any desired updates / modifications.
- Trail Planning / Grant Update: The proposed trail through Willow Park has received two grants to date, one from Parks to People in the not to exceed amount of \$12,000 and one from the Rotary Club in the approximate amount of \$10,000 - \$15,000. The proposed project cost is \$70,000 to \$80,000. (Project costs include City labor and donated labor) I am looking at a couple other small grants, but we need to proceed, with or without additional grants, if we are to take advantage of the Parks to People Grant as it must be spent by year's end. (The Rotary Grant could carry over.)
 - Decisions need to be made on concrete thickness, re-rod installation and amount, whether we should explore asphalt as opposed to concrete, etc. Current width is proposed at 8'. (Federal trail funds typically require 10', however, we are not using any federal money and I merely point this out for guidance.)
 - I am awaiting permitting from Corps of Engineers and DNR. I don't expect any problems, the only issue would be delays waiting for the permit.
 - We would need to get competitive quotations on the installation of the trail.
 - City would do rough prep work and would bring in gravel subbase and pay for that direct.
- Fountain Park Planning / Grant Update: A committee meeting has been set for this week. I plan to apply for a \$25,000 grant from the Community Foundation and work to repair the fountain could be largely completed this fall. I will then work to seek grants for phase II which would include other amenities deemed desirable by the committee and the Council to be installed next spring. Water fountaining next spring / summer.
- Berndes Center Floor Update: The floor is in and all in all looks good. There were a number of difficulties along the way with this floor project primarily tied to communication with the Company. Key points or issues of note:
 - Mat was to be 7 MM but a 9 MM mat was installed. This is an improvement from a sports standpoint but was not recommended as the best multi-purpose mat by the Noah, their salesman, who spoke to the Council about the best option taking into account the multi-use nature of the floor.
 - Urethane to be installed was the ECO 2500. Instead, the ECO 2000 was used. This is a lesser grade of product that does not have the same elasticity as the 2500.
 - Jacob and I are not convinced that urethane thickness is where it should be (2mm) based upon the amount of product used, however, that will be very difficult to gauge.
 - Cement floor was deemed to be too moist and we were required to install a moisture barrier. They estimated a cost of \$22,000 for this purpose. In the end they used approx. 25 gallons of material that was sprayed on the floor in less than two hours and have invoiced us \$22,000. Product specs. suggest that they should have used more product than they did and price proposed seems outrageous. Company rep. suggests that most of the cost is tied to the warranty that the product mfg. provides. I am not a buyer.
 - Cement floor was also in need of leveling prior to the commencement of the project. They had a contractor lined up to do said work for approx. \$20,000. We hired Robert Claussen to do the work for \$6,000. (This step took way more time and expense than the moisture sealant.)

- N. Chestnut Street Zimmerman Lot update: Rumors had Norm wanting to sell the lot. Norm tells me he was approached by someone interested in buying the lot and that he has not approached anyone to sell the lot. Norm did say, in e-mail, that his agreement to build a house on this lot was always contingent upon the City getting sewer to his property on N. Cedar. I told him that I don't ever remember those projects being linked or even discussed together. Maybe he said that in jest? (See e-mail)
- 211/213 E. 1st Street Water Leak Repair Update: I am just looking for some direction on this repair project. What additional facts does the Council want to know before considering whether or not the City should accept some responsibility for the repair to the abandoned service line into Cliff Payne's building?
- Hughes Garage Compliance Update: I will keep this item in the reports section of each agenda moving forward so that you can all track desired progress with me.
- School Resource Officer (SRO) update: The School desires to move forward with the SRO program, based upon their workshop discussions, and will formally consider the approval of a 28E Agreement at their next meeting. The 28E Agreement will then land on the Council meeting agenda of September 17th. Britt will hand out hard copies to all of you at Tuesday night's meeting.

provision of this chapter to the contrary, such order shall be effective immediately.

B. **Failure To Comply With Emergency Order.** It is unlawful for any person to whom such an emergency order is issued to fail to comply therewith immediately. In the event that such person to whom the emergency order was issued fails or refuses to immediately comply therewith, the City Administrator may request, without prior notice to the owner, occupant, or agent of the owner, that the dangerous condition be removed, corrected, or otherwise abated to such an extent that it is no longer an imminent hazard to the public health, safety and welfare.



C. **Costs of Removal To Be Assessed Against Property.** All nuisance violations affect the peace, safety and general welfare of the citizens of Monticello. Property owners who remain in violation after notice by the City pursuant to the time limits specified by the City Administrator shall have the violation removed or abated by the City or the City's designee and shall have the cost of removal or abatement certified to the County Treasurer as a tax against the property.

10. **Penalties.** Failure to abide by the Warning and Order to Abate or Emergency Order as previously set forth herein within the specified period of time, shall be a municipal infraction and shall subject the violator to the schedule of penalties as established and set forth within Chapter 4 of this Code of Ordinances.

50.10 ANIMAL PROTECTION AND CONTROL.

1. The City Administrator shall be responsible for the administration of the provisions of this section. The City Administrator and the City Administrator's duly designated representatives, including but not limited to the Police Chief or any member of the police department, shall be responsible for the enforcement of the provisions of this section. Those persons charged with enforcing the provisions of this section shall have the authority to seize and impound animals pursuant to the provisions of this section and shall have the authority to write and serve municipal infraction citations and enforcement/impoundment fee tickets as provided in this section. It shall be the duty of those persons charged with enforcing the provisions of this section to impound any animals found running at large in violation of the terms of this section.

References to the City Administrator herein contained shall be deemed to include the City Administrator's duly appointed designee.

2. Definitions. For use in this section, the following terms shall have the following meanings:

A. "Animal" means every wild, tame or domestic member of the animal kingdom other than the genus and species *Homo Sapiens*.

B. "Cat" means both male and female animals of the feline species, whether neutered or not.

C. "Dangerous animal" means:

(1) Any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among human beings or domestic animals and having known tendencies as a species to do so;

(2) Any animal declared to be dangerous by the City Administrator;

(3) The following animals which are deemed to be dangerous animals per se:

a. *Artiodactyla* of the family *Antilocapridae* which includes pronghorns;

b. *Artiodactyla* of the family *Cervidae* which includes moose and caribou;

c. *Artiodactyla* of the family *Suidae* and the genus and species *Sus scrofa* (domestic swine and wild boar) which includes all male and female wild boars;

d. *Bovidae* - males only (bulls).

e. *Carnivora* of the family *Canidae* which includes wolves and foxes but excluding domestic dogs;

f. *Carnivora* of the family *Felidae* which includes lions, lynx, and bobcats but excluding domestic cats;

NUISANCES, ABANDONED VEHICLES,
VEGETATION CONTROL AND MAINTENANCE,
AND ANIMAL CONTROL

- g. *Carnivora* of the family *Mustelidae* which includes badgers, wolverines, weasels and skunks, except ferrets;
- h. *Carnivora* of the family *Procyonidae* which includes raccoons;
- i. *Carnivora* of the family *Ursidae* which includes bears;
- j. *Chelonia* of the family *Chelydridae* (snapping turtles);
- k. *Crocodylia* which includes crocodiles and alligators;
- l. *Chiroptera* (bats);
- m. *Proboscidae* (elephants);
- n. *Rodentia* of the family *Muridae* (rats) except white rats kept as household pets;
- o. *Squamata* of the suborder *Ophidia* (snakes) which are venomous; and
- p. *Squamata* of the suborder *Ophidia* (snakes) which are constrictors that are greater than six (6) feet in length.
- q. Staffordshire terrier breed of dog; the American pit bull terrier breed of dog; the American Staffordshire terrier breed of dog; dogs of mixed breed or of other breeds than above listed which breed or mixed breed is known as pit bulls, bit bull dogs or pit bull terriers; or any dog which has the appearance and characteristics of being predominately of the breeds of Staffordshire terrier, American pit bull terrier, American Staffordshire terrier; any other breed commonly known as pit bulls, pit bull dogs or pit bull terriers or combination of any of these breeds.

(Ord. 579 -- Jan. 06 Supp.)

D. "Livestock" means an animal belonging to the bovine, caprine, equine, ovine, or porcine species; farm deer, as defined in

Iowa Code § 481A.1 of the Code of Iowa; ostriches, rheas, emus or poultry.

(Code of Iowa, Sec. 717.1)

E. "Owner" means any person owning, keeping, sheltering or harboring an animal.

3. Dogs and Cats at Large.

A. Dogs and cats properly identified as required by law shall be deemed under restraint if:

(1) The dog and/or cat is on the premises of the owner with the owner or a person given charge of the animal by its owner, and: (a) accompanied by and obedient to the commands of the owner or the person given such charge; or (b) confined on those premises by an adequate protective fence or by leash, cord or chain that does not allow the dog to go beyond the owner's real property line; or

(2) The dog and/or cat is off the premises of the owner, and is either: (a) on a leash, cord or chain not more than six feet in length, and under the control of a person competent to restrain and control the dog; or (b) confined within a motor vehicle; or

(3) It is properly housed in a veterinary hospital or kennel or commercial establishment as defined by Chapter 162 of the Code of Iowa.

(4) The provisions set forth above shall not apply to a dog that has been found to meet the definition of a Vicious or Aggressive Dog as provided for at Section 50.10(16) of this chapter, rather, the provisions of that section of this chapter shall apply. *(Ord. 683 - Dec. 15 Supp.)*

B. Dogs and cats shall be deemed to be at large if they are not under restraint by one of the methods set forth in paragraph A of this subsection.

4. Keeping of Dangerous Animals Prohibited. No person shall keep, shelter or harbor as a pet, guardian or for any other purpose, within the City, a dangerous animal as defined herein, except for the keeping of dangerous animals in the following circumstances:

- A. Zoo or Institution. The keeping of dangerous animals in a public zoo, bona fide educational or medical institution, museum or other place where they are kept as live specimens for the public to view, or for the purpose of instruction or study;
 - B. Pet Shop or Circus. The keeping of dangerous animals for exhibition to the public by a circus, carnival, exhibit, show or licensed pet shop;
 - C. Veterinarians. The keeping of dangerous animals in a bona fide, licensed veterinary hospital for treatment;
 - D. Any dangerous animals under the jurisdiction of and in the possession of the Iowa Conservation Commission pursuant to Chapters 109 or 109A of the Iowa Code.
5. Regulations For Keeping Dangerous Animals. The following regulations apply to the keeping of dangerous animals within the City:
- A. Report to the Police. Every person owning, keeping, sheltering or harboring a dangerous animal shall report such fact to the Police Department together with the following information:
 - (1) The species name of each animal;
 - (2) The number of such animals of each species kept on the premises;
 - (3) A physical description of each animal, including any names to which it might respond;
 - (4) The location of such animal or animals within the City, including the location of the cage or place of confinement upon or in said premises wherein the animal or animals are kept;
 - (5) In the case of poisonous dangerous animals, the location of the nearest source of anti-venom for that species.
 - B. Confined. Every person keeping, sheltering or harboring a dangerous animal shall at all times keep such animals securely confined within a cage or other enclosure sufficient to prevent physical contact between said animal and all persons other than bona fide animal caretakers working under the control of said animal owner.

C. **Anti-Venom.** Every person, firm or corporation keeping, sheltering or harboring a poisonous dangerous animal shall be required to keep ten (10) doses of anti-venom on hand and current at all times.

D. **Trespass.** No person owning, keeping, sheltering or harboring a dangerous animal shall allow such animal to enter upon or traverse any public property, park property, public right-of-way, or the property of another, except when such animal is being transported while caged or confined.

E. **At Large.** In the event that a dangerous animal is found at large and unattended upon public property, park property, public right-of-way, or the property of someone other than its owner, thereby creating a hazard to life or property, such animal may, in the discretion of the City Administrator or the Police Chief, be destroyed if it cannot be confined or captured. The City shall be under no duty to attempt the confinement or capture of a dangerous animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.

F. **Order to Remove.** In the event that the City Administrator determines that a dangerous animal is being kept, sheltered or harbored by any individual or entity in violation of the provisions of this chapter, the City Administrator may, in the City Administrator's discretion, have such individual or entity prosecuted for such violation, and/or the City Administrator may order such individual or entity to remove such dangerous animal from the City or destroy it. Such order shall be contained in a notice to remove dangerous animal, which notice shall be given in writing, directed to such individual or entity, and delivered personally or by certified mail. Such order of the City Administrator shall be appealable to the City Council, which may affirm or reverse such order, and the notice shall so state.

G. **Appeal.** Any individual or entity desiring to appeal an order issued by the City Administrator, pursuant to the provisions set forth previously herein, to the City Council may do so by filing a written notice of appeal with the Mayor within seven (7) days after receipt of the notice to remove dangerous animal. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to

the Mayor. The hearing of such appeal shall be scheduled within thirty days of the receipt of notice of appeal. After such hearing, the City Council may affirm or reverse the order of the City Administrator. Such determination shall be contained in a written decision and shall be filed with the Mayor within twenty (20) days after the hearing, or any continued session thereof.

H. Council Action. If the City Council affirms the action of the City Administrator, the Council shall also order in its written decision that the individual or entity owning, sheltering, harboring or keeping such dangerous animal to remove such animal from the City or destroy it. The decision and order shall immediately be served upon the person or entity against whom rendered in the same manner as the notice of removal. If the order is not complied with within seven (7) days of its issuance, the City Administrator is authorized to seize and impound such dangerous animal. An animal so seized shall be impounded for a period of seven (7) days. If at the end of the impoundment period, the individual or entity against whom the decision and order of the City Council was issued has not petitioned the Jones County District Court for a review of the order, the City Administrator shall cause the animal to be disposed of by sale or destroyed in a humane manner. Failure to comply with an order of the City Council issued pursuant hereto shall constitute a misdemeanor.

6. General Prohibitions and Duties. The following general prohibitions and duties shall apply:

A. Aid Escape. No person shall aid or cause any animal, whether owned by such person or not, to escape confinement or impoundment, whether such confinement or impoundment be upon such person's property or that of another, by opening any gate, door, or window, by making an opening in any fence, enclosure, or structure, or by unleashing such animal.

B. Clean-up. It is prohibited for any person to permit or allow an animal owned by that person or under that person's custody or control to defecate upon public property, park property, public right-of-way, or the property of another unless appropriately cleaned up pursuant to this section. It shall be the duty of every person owning or having the custody or control of

an animal to clean up, remove and dispose of the feces deposited by such animal upon public property, park property, public right-of-way or the property of another. Failure to do so shall constitute a misdemeanor. Any person shall be deemed to have permitted the animal to discharge feces upon any public or private property if the owner does not immediately thereafter, without leaving/continuing from the location, take steps to remove and clean up the feces from the property. In addition, all persons shall keep all structures, pens, coops or yards wherein animals are confined clean, devoid of vermin, and free of odors arising from feces.

(Ord. 603 – Sep. 07 Supp.)

C. **Noise.** No person owning or having an animal under his or her control or within his or her care or custody shall permit such animal to bark or make any loud or unusual noises during times which such owner knows or should expect that such noise will disturb one or more neighbors, or otherwise disturb the peace.

D. **Interfere With Enforcement.** It is prohibited for any person in any manner to interfere with any employee or designated representative of the City so as to hinder, delay or prevent such employee or representative executing such employee's or representative's duties in relation to the matters and things contained in this section.

E. **Dead Animals.** It is unlawful for any person owning, controlling or caring for any animal that has died from any cause to allow the carcass to lie about the owner's premises or upon the premises of another person or upon any public property or right-of-way. It is the duty of such person to cause such carcass to be removed and properly disposed of by burying it in an approved animal cemetery, cremating in an approved incinerator, desiccation, removal by a licensed animal disposal company, or by delivering to a licensed veterinarian, or the City animal shelter within twenty-four (24) hours after the death of the animal. It is unlawful for any person to bury an animal on a private premises within the City, or for the owner of any property to allow an animal to be buried thereon.

F. **Disposal Limited.** Regardless of the above provisions, it is unlawful for any owner or other person to dispose of any dead animal or allow it to be collected for disposal by any person

except authorized representatives of the City if such animal has attacked, bitten or caused a skin abrasion on any person, or if the animal is suspected of being infected with rabies, until permission for disposal has been given by the City Administrator.

G. Domestic Animals Prohibited on City Cemetery Property. For purposes of this section, "domestic animal" means every tame member of the animal kingdom other than the genus and species *Homo Sapiens*. No owner of any domestic animal, whether such animal is leashed or unleashed, shall cause or permit such animal by action or inaction, to be on or within cemetery property owned or operated by the City at any time. This prohibition shall not apply to certified animals assisting persons with disabilities.

H. Animal Neglect. It is unlawful for a person who impounds or confines, in any place, an animal, excluding livestock, to fail to supply the animal during confinement with a sufficient quantity of food or water, or to fail to provide a confined dog or cat with adequate shelter, or to torture, deprive of necessary sustenance, mutilate, beat or kill such animal by any means which causes unjustified pain, distress or suffering.

(Code of Iowa, Sec. 717B. 3)

I. Livestock Neglect. It is unlawful for a person who impounds or confines livestock in any place to fail to provide the livestock with care consistent with customary animal husbandry practices or to deprive the livestock of necessary sustenance or to injure or destroy livestock by any means which causes pain or suffering in a manner inconsistent with customary animal husbandry practices.

(Code of Iowa, Sec. 717.2)

J. Abandonment of Cats and Dogs. A person who has ownership or custody of a cat or dog shall not abandon the cat or dog, except the person may deliver the cat or dog to another person who will accept ownership and custody or the person may deliver the cat or dog to an animal shelter or pound.

(Code of Iowa, Sec. 717B.8)

NUISANCES, ABANDONED VEHICLES,
VEGETATION CONTROL AND MAINTENANCE,
AND ANIMAL CONTROL

K. **Livestock.** It is unlawful for a person to keep livestock within the City except by written consent of the Council or except in compliance with the City's zoning regulations.

L. **Annoyance or Disturbance.** It is unlawful for the owner of a dog to allow or permit such dog to cause serious annoyance or disturbance to any person or persons by frequent and habitual howling, yelping, barking, or otherwise; or, by running after or chasing persons, bicycles, automobiles or other vehicles.

M. **Owner's Duty.** It is the duty of the owner of any dog, cat or other animal which has bitten or attacked a person or any person having knowledge of such bite or attack to report this act to a local health or law enforcement official. It is the duty of physicians and veterinarians to report to the local board of health the existence of any animal known or suspected to be suffering from rabies.

(Code Of Iowa, Sec. 351.38)

N. **Numbers of Animals in a Residential Dwelling.** No person(s) shall own, harbor, or keep more than a combined total of three (3) cats or dogs, or any combination thereof, over the age of three (3) months within any residential dwelling within the City. This limit shall not apply to permitted premises. All persons shall be in compliance with this section within thirty (30) days of the effective date of this paragraph.

(Ord. 603 - Sep. 07 Supp.)

7. **Fees and Penalties.** Penalties for violations of this section are:

A. **Fee/Impoundment Ticket.** In the event that an animal is observed at large but cannot be captured for impoundment, or in the event its owner refuses to relinquish possession of such animal for impoundment, an enforcement/impoundment fee ticket may be issued to its owner requiring the payment of a fee for the City's cost in attempting to impound the animal and enforce the provisions of this chapter.

B. **Misdemeanor.** In the event the owner of an animal has been served a ticket for the payment of the enforcement/impoundment fee and fails to pay the required amount due to the City within thirty (30) days of the date of issuance, such failure shall constitute a misdemeanor.

- C. **Municipal Infraction.** In the event an owner violates any provision of this section, said owner shall be subject to penalties provided in Chapter 4 of this Code of Ordinances.
8. **Snakes.** *Squamata* of the suborder *Ophidia* (snakes) which are constrictors are permissible in the City so long as:
- A. They are not greater than six (6) feet in length; and
 - B. There are no more than four (4) snakes owned by a household (if a female snake has offspring, the owner has 90 days to reduce the number of snakes back down to no more than four); and
 - C. A snake does not leave the owner's secured building on the property, unless the snake is in a snake cage that has a lid and at least one lock.
9. **Annual License Required.** The City of Monticello does not require the licensing of Cats or Dogs. *(Ord. 671 – Dec. 14 Supp.)*
10. **Immunization.** All dogs and cats six (6) months or older shall be vaccinated against rabies. All owner's or possessors of a cat or a dog shall have in their possession a veterinarian's certificate showing that said dog or cat for has been vaccinated and shall make said available to a law enforcement officer within twenty-four (24) hours request. It is a violation of this section for any dog or cat not to be vaccinated against rabies. *(Ord. 671 – Dec. 14 Supp.)*
11. **Running At Large.** No owner of any dog or cat shall permit such dog or cat to run at large in the City at any time. *(Ord. 671 – Dec. 14 Supp.)*
12. **Contracts With Humane Societies and Veterinarian Clinics, Etc.** The City may contract with any incorporated society or association for the prevention of cruelty to animals, for the collection and protection of dogs and cats, for the maintenance of a shelter or pound, for unlicensed or untagged dogs and cats and for lost, strayed or homeless dogs and cats, and for the destruction or other disposition of seized dogs and cats not redeemed as provided by this section.
13. **Impoundment.**
- A. **When Required.** It shall be the duty of the City humane officer or any society under contract with the City to cause to be collected and impounded any dog or any cat which is found to be at large in the City at any time. When such dog or cat has

NUISANCES, ABANDONED VEHICLES,
VEGETATION CONTROL AND MAINTENANCE,
AND ANIMAL CONTROL

been apprehended and impounded, written notice shall be given to the owner of such within two (2) days, if such owner's name and address appear on the dog's or cat's collar or can be otherwise found.

(Ord. 671 – Dec. 14 Supp.)

B. Fees. An impoundment fee and a fee to cover the cost of food and care during impoundment for each dog and cat impounded shall be allowed as set by the society under contract and approved by the City Council.

C. Period Dogs And Cats Required To Be Kept. If the owner of a dog or cat impounded hereunder does not redeem the dog within seven days or the cat within three days of the date of the notice, the dog or cat may be humanely destroyed or otherwise disposed of in accordance with the law. If the owner of a dog impounded cannot be located within seven days or a cat within three days, the dog or cat may be humanely destroyed or otherwise disposed of in accordance with the law.

D. Redemption of Dogs and Cats. The owner of an impounded dog or cat may claim and redeem such dog or cat upon payment of the impounding fee, plus the fee for costs of food and care. If the dog or cat does not have a current rabies vaccination, the owner shall also be obligated to show satisfactory proof of intent to have the dog or cat vaccinated immediately, and within two working days of redeeming the dog or cat the owner thereof shall provide written documentation of such vaccination to the impounding agency. Failure of the owner to provide such documentation in a timely manner shall constitute a new and separate municipal infraction punishable as provided above.

(Ord. 671 – Dec. 14 Supp.)

E. Disposition of Unredeemed Dogs and Cats. At the expiration of the period of impoundment provided in the foregoing sections, an unredeemed dog or cat may, at the discretion of the Police Chief or any society under contract with the City as provided herein, be humanely destroyed or otherwise disposed of in accordance with the law. *(Ord. 671 – Dec. 14 Supp.)*

14. Disposition of Fees Collected Under This Section. All fees collected under this section shall be remitted to or turned over to any

society under contract with the City for use in defraying expense of animal control within the City. *(Ord. 671 – Dec. 14 Supp.)*

15. **Quarantine.** The Police Chief shall cause a dog or cat to be quarantined or placed in a secure area for observation for a minimum period of fourteen (14) days when any such dog or cat has bitten or caused any skin abrasion upon any person. Such quarantine and isolation may, at the discretion of the Police Chief, be on the owner's premises in a manner to be ordered and directed by the Police Chief. If the owner fails to confine such animal as directed by the Police Chief, then it shall be apprehended and held for the isolation and quarantined as specified above by any society under contract with the City for the performance of such services. If the animal is placed in isolation by such society, the owner shall be required to pay the impounding fee and fee for food and care provided for in this section, and if the owner fails to pay the fees at the end of the period of isolation as directed by the Police Chief, the animal may be humanely disposed of by the society. If the dog or cat that has bitten someone or caused any skin abrasion upon any person is unclaimed or the owner is unknown, then it shall be held in isolation at the direction of the Police Chief by the society for observation not less than fourteen (14) days and then humanely disposed of by said society.

16. **Vicious and Aggressive Dogs.** Notwithstanding any other provisions of this section, no person owning, possessing, harboring, or having the care of a vicious or aggressive dog as defined herein shall permit such animal to go unconfined upon the premises of such person and shall not permit the dog to go beyond the premises unless the dog is securely leashed and muzzled.

A. A "vicious dog" is defined as: Any dog that has bitten in such a manner so as to break the skin of a person or domestic animal shall be deemed to be a vicious dog. (See Paragraph C of this subsection for exception.)

B. An "aggressive dog" is defined as: Any dog that has two verified incidents of unprovoked chasing, snapping or barking at any person or domestic animal so as to place said person or owner of said domestic animal in reasonable fear of their safety or the safety of their animal. A dog may be considered aggressive even if on the property of its' owner, whether leashed or not, if its' behavior, snapping or barking or similar menacing behavior, is founded after the investigation of a complaint by the

Police Department. (See Paragraph C of this subsection for exception.)

C. If, during the investigation of a vicious or aggressive dog complaint, the Police Department concludes that the dog alleged to be vicious or aggressive was provoked in a manner deemed to be unreasonable by the Police Department the Police Department shall not classify the dog as a vicious or aggressive dog. The Police Department, when considering the reasonableness of any act(s) alleged to have provoked a dog shall consider the act from the standpoint of a reasonable person of the age of person alleged to have provoked the dog, i.e. should a reasonable person of the age of the person alleged to have provoked the dog known or reasonably expected that their action would provoke the dog to act in a vicious or aggressive manner as defined herein.

D. Confined. A dog meeting the definition of a "Vicious Dog" or "Aggressive Dog" shall be confined as follows:

- (1) Securely confined in a dwelling house;
- (2) Completely enclosed in a locked enclosed fence, pen or other such structure having a height of at least six (6) feet (such pen or structure must have secure sides which are imbedded into the ground if the bottom of the structure is not connected to the structure); or
- (3) If the fence pen or structure is less than six (6) feet in height, it must have a secure top in addition to being securely imbedded as prescribed above.
- (4) No fences required by this section shall be permitted in the front or side yards of a property, being limited to the rear yard areas only.

E. Muzzled. A vicious or aggressive dog, when outside its confinement shall at all times be muzzled except when shown in an American Kennel Club show or a show sanctioned by the American Kennel Club; or when securely confined in a private vehicle and inaccessible to others than those in the vehicle.

F. Off Premises. A vicious or aggressive dog, as defined in this section, when off premises must be accompanied by and obedient to the commands of the owner or competent

responsible person and on a leash, cord or chain or other similar restraint that does not exceed six (6) feet in length and be muzzled with a manufactured muzzle as prescribed above.

G. Penalties. Any owner of a vicious or aggressive dog as described in this subsection who fails to adhere to the provisions prescribed herein may have the dog impounded by the animal control officer or Police Chief until the owner adheres to these sections, and in addition, shall be subject to the any and all other penalties prescribed herein.

(Subsection 16 – Ord. 683 – Dec. 15 Supp.)

50.11 NOISE CONTROL. The purpose of this section is to prevent excessive sound, which is a serious hazard to the public health and the quality of life in the City.

1. Definitions.

A. "Plainly audible" means any sound which clearly can be heard by a person's unimpaired and unaided auditory senses; however, words or phrases need not be discernible and said sound shall include bass reverberation.

B. "Sound amplification system" means any radio, radio receiving set, television, phonograph, stereo, tape player, cassette player, compact disc player, "boom box", loudspeaker, juke box, musical instrument, sound amplifier, or any other device which produces, reproduces, or amplifies sound. Sound amplification system shall not include a motor vehicle horn, backup warning device, theft alarm, or any other sound authorized or required by this code or the Code of Iowa.

C. "Emergency work" means work made necessary to restore property to a safe condition following a public calamity, work to restore public utilities, or work required to protect persons and property from an imminent danger.

D. "Emergency vehicle" means a motor vehicle used in response to a (public) calamity or to protect persons and property from imminent danger.

E. "Sound" means a temporal and spatial oscillation in pressure, or other physical quantity, in a medium with internal forces that causes compression and rarefaction of that medium, and which propagates at finite speed to distant points.

151 Landscape and Construction

P.O. Box 108
Monticello, IA 52310

PHONE # 319-241-4711
EMAIL joshiben151@gmail.com

Estimate

Date
7/2/2018

Name / Address
pool fountain project

DESCRIPTION	Total
PROJECT: restore fountain at swimming pool location. Preserve existing look and former fountain style, while focusing on a new, easy to maintain, long lasting infrastructure.	
new interior basin construction, 1000 gal poly tank, filtration ring, concrete footing, compacted drainage backfill	12,000.00T
new plumbing; fill lines, drain lines, auto fill, overflow installed	6,000.00T
multi jet outward jet assembly, pump, and installation	6,500.00T
lighting fixtures, control box/ transformer, low voltage system installed. 9 LED fixtures	7,000.00T
existing concrete floor covering. Sealed with a slate rock decorative cover	4,500.00T
no tax, school district	0.00
Total	\$36,000.00

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Doug Herman

From: normzim@gmail.com
Sent: Monday, August 27, 2018 5:57 PM
To: Doug Herman
Subject: Re: Couple items

He called me

Sent from my iPad

On Aug 27, 2018, at 5:49 PM, Doug Herman <dherman@ci.monticello.ia.us> wrote:

Norm:

Thanks on the mowing, was mentioned to me today but I had not been by. I don't recall there ever being a Cedar Street sewer project connection to the N. Chestnut Street purchase. The rumor I heard (which I clearly don't always believe) was that you approached Dave Schoon in regard to the lot.

Have a good week and Labor Day weekend.

Doug

From: normzim@gmail.com [<mailto:normzim@gmail.com>]
Sent: Monday, August 27, 2018 5:29 PM
To: Doug Herman <dherman@ci.monticello.ia.us>
Subject: Re: Couple items

Grass was mowed last Thursday

From the get go on Sycamore St project my statement was I will start after cedar street project was finished .the plan was to have it completed by fall of this year .

So a October 1st start date seemed reasonable.

Dave Schoon did call me to ask if he could buy the lot after I got the blueprints approved from the city

Thanks for all your help

NormZ

Sent from my iPad

On Aug 27, 2018, at 4:52 PM, Doug Herman <dherman@ci.monticello.ia.us> wrote:

Norm:

I have a letter going to Systems Unlimited, owner of house on Madalyn Court, seeking their agreement to work with us on an easement to put a sewer main from Madalyn Court into the back yard area of the three houses on Cedar Street that need sewer. Will keep you posted.

Grass on N. Chestnut needs attention as well. Any truth to the rumor that you have decided to not move forward with a house on that lot?

Thanks

Douglas D. Herman

City Administrator

City of Monticello

200 E. 1st Street

Monticello, IA 52310

Phone: 319.465.3577

dherman@ci.monticello.ia.us