

City of Monticello, Iowa

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Posted on September 14, 2018 at 5:00 p.m.

Monticello City Council Regular Meeting September 18, 2018 @ 6:00 p.m.

Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

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

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

Open Forum: If you wish to address the City Council on subjects pertaining to today's meeting agenda please wait until that item on the agenda is reached. If you wish to address the City Council on an item not on the agenda, please approach the lectern and give your name and address for the public record before discussing your item. 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	September 04, 2018
Approval of Payroll	September 13, 2018
Approval of Bill List	
Approval of Treasurer's Report for August, 2018	
Approval of Northside Liquor License	
Approval of	

Public Hearings:

1. **Public Hearing** on FY '19 Budget Amendments

Motion: None

Resolutions:

2. **Resolution** to approve FY '19 Budget Amendments
3. **Resolution** to approve small cell site lease agreement between City of Monticello and Verizon.
4. **Resolution** to award Comm. Building Clock Tower siding bid.
5. **Resolution** to award Willow Park Trail installation bid.

6. **Resolution** to approve amendment of agreement between City and Norm Zimmerman related to the property located at 224 N. Chestnut Street, extending timeframe within which Zimmerman is to commence construction on agreed upon improvement.

Ordinances: None

Reports / Potential Action:

- Schedule Vicious Dog Ord. Committee Meeting – Devilbiss Results
- N. Cedar Street Sanitary Sewer update
- West Well Maintenance Report
- E. 1st Street Bridge related street improvements update (Engineer)
- E. 1st Street / Baty Disc Golf Course drainage project update / plans
- Trail Planning / Grant Update
- Fountain Park Planning / Grant Update
- N. Chestnut Street Zimmerman Lot update
- 211/213 E. 1st Street Water Leak Repair Update
- Hughes Garage Compliance Update
- Library sidewalk light discussion
- Dave Lumpa Sanitary Sewer

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

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September 4, 2018 – 6:00 P.M.
Community Media Center

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

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

During Open Forum, Phil Larabee, 908 W 1st St, addressed Council in regard to storm water issues in the Schoon Addition that he believed were tied to modifications made to the street from an inverted crown to a standard crown street a number of years ago. Herman indicated that City Engineer Casey Zwolinski indicated at the August 6th Council meeting that inverted crown streets are rarely constructed as running water down the center of the street as opposed to removing water from the street reduces the life of the street. Herman will discuss options with Engineer.

Dave Lumpa, 410 S Linden St, addressed Council in regard to sewer backup in his and his neighbor's homes. LaGrange stated he met with Lumpa and advised him to hire a plumber and they would have a joint meeting to discuss his concerns. LaGrange heard his plumber was there two weeks later but was not notified to meet with them. Council suggested that Lumpa set up a meeting with LaGrange and his plumber if he wished to discuss further.

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

Herman proposed that the Council consider a motion to express interest in participating in RAGBRIA next year. Goedken questioned if a request could be made to be a pass through, but not an overnight community. Wolken advised that the RAGBRAI submission would need to explain why the City did not wish to be considered as an overnight community. Wolken indicated that he had taken steps to confirm the required rooms in Monticello and Anamosa hotels and Russ suggested that the use of the fairgrounds as the primary camp site would keep the event centralized unlike last time RAGBRIA was in town which overlapped with Friday night of the fair. Yeoman was in favor of expressing interest if the Chamber also supported it and believed there would be a positive economic impact. Goedken stated he was not in favor of being considered as an overnight town while Paulson and Lux opposed submission of the application. No action was taken.

Herman reviewed Pay Request #10 from Schaus-Vorhies related to the Airport 10-T Hangar project, which would pay contractor for a silt fence that was not actually installed during the project. Engineer Troy Culver explained to Herman that the contractor requested compensation for this line item and Culver recommended approval of the pay request as in his opinion the project did not experience siltation issues based upon other steps taken by the contractor to manage siltation. Herman talked with Airport Manager Paul Elmegreen, who was not in favor of the pay request. Herman stated that the contractor could request a change order to be compensate for any efforts outside of the contract, if any, related to siltation management. Yeoman moved to approve Resolution #18-100 To approve Pay Request #10, related to the

Monticello Airport Ten-T Hangar project, to Schaus-Vorhies in the amount of \$4,127.94, Russ seconded, roll call were all nays. Motion failed.

Yeoman moved to approve Resolution #18-101 To approve Pay Request #11, related to the Monticello Airport Ten-T Hangar project, to Schaus-Vorhies in the amount of \$32,543.77, Goedken seconded, roll call unanimous.

Yeoman moved to approve Resolution #18-102 Approving Final Acceptance of the 2017 Ten-T Hangar Project, Russ seconded, roll call unanimous.

Herman reported that the P & Z Board reviewed and recommended approval of Plat of Survey to Parcels 2018-55 and 2018-58, both being located within the two-mile jurisdiction of the City. Goedken moved to approve Resolution #18-103 Approving Plat of Survey to Parcels 2018-55 and 2018-58, Lux seconded, roll call unanimous.

Herman reported that FEMA Hazard Mitigation funds are available for eligible projects, including property buyouts. Herman reported that the Welter family has consented to the City pursuing funding to acquire the "Old Energy Building" located at 100 N Main Street. At this point, the process is exploratory and voluntary, meaning the property owners and/or City could reverse course moving forward. Herman provided a rough estimate of total project costs, including the purchase, inspections, abatements and removal at \$400,000. Based upon the estimate, the City share would be 15% or \$60,000, the State share would be 10% or \$40,000 and the FEMA share would be 75% or \$300,000. Goedken moved to approve Resolution #18-104 Authorizing completion and submission of Notice of Interest in Structural Acquisition buyout forms with Iowa Homeland Security (FEMA flood related property buy-out program), Yeoman seconded, roll call unanimous.

Herman reported that three bids were received for the Aquatic Center "pool" painting project. Staff, some Park Board Members and Mayor met with the two low bidders and recommended proceeding with the low bidder, Claussen Painting, who submitted a bid of \$19,500. Goedken moved to approve Resolution #18-105 To approve retention of Claussen Painting to paint the Monticello Aquatic Center Pool and Baby Pool, Pratt seconded, roll call unanimous.

Herman explained that City staff had identified budget amendments that should be made at this time to avoid spending in excess of currently budgeted amounts explaining that the City is to amend programs prior to spending in excess of the budgeted amounts. Hinrichsen also added other proposed amendments that have resulted from projects considered and approved by the Council after the approval of the FY 2019 budget. Herman will have more detail on the specific amendments at the Public Hearing set for September 17th at 6:00 PM. Goedken moved to approve Resolution #18-106 Scheduling Public Hearing on City of Monticello 2018/2019 Fiscal Year budget amendments for September 17, 2018 at 6:00 p.m., Lux seconded, roll call unanimous.

Herman reported that the City sewer may be extended from Madalyn Court through private property to serve three currently unserved properties along N. Cedar Street.

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Herman reported that the City pulls one water well approximately every three years for inspection. LaGrange stated that the West Well has been pulled and will be inspected via a camera that will be dropped into the well tomorrow.

Schwickerath reviewed three options for the South Cedar Street ditch repairs and will have cost estimates and information at next meeting. Goedken asked if the stream route could be extended to the south a bit, moving it away from S. Cedar Street, to allow for additional repair options. Schwickerath believed that the DNR would allow that but would have to investigate further.

Schwickerath reported that the IDOT has approved the proposed additional work related to the First Street Bridge Project. He is currently getting contractor signatures and then finalize with the DOT. Work will be performed this fall.

Herman reported that water is pooling in the Baty Disc Golf Course where culverts were removed on E 1st Street. Public Works staff plans to address the ponding with the installation of a drain and tile to Kitty Creek.

Herman requested that Council confirm his recollection that they did not want to proceed with "City Wide" clean up at this time, based upon recent changes made to the sanitation collection service including the once monthly bulk item collection option for customers. The Council confirmed that was their intent. Herman indicated that the Council could always reconsider that decision at a later date, should they find the need exists.

Herman suggested forming a committee to review the vicious dog ordinance. Wolken, Goedken and Pratt will meet with Herman and Smith to review.

Herman advised 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 cost is \$70,000 - \$80,000. (Project costs include City labor and donated labor). He is looking into some other grants, but needs to proceed, with or without additional grants, for the City to take advantage of the Parks to People Grant as it must be spent by year's end. Schwickerath stated 10 foot or wider trails are most common, with 6 inches of concrete. Consensus of Council was to proceed with the collection of bids for both an 8 foot and 10 foot trail with re-rod 3 foot on center and 6 inches of concrete.

Herman stated a Fountain Park Planning committee meeting was schedule for this week. He intends to apply for a \$25,000 grant from the Community Foundation to repair the fountain this fall so that it could be operational next spring. Current estimate submitted by Josh Iben came in at \$36,000. Herman would then seek grants to proceed with Phase II that would include other amenities deemed desirable by the committee and Council. Another option would be to hold off on the fountain for another year and apply for the Community Foundation Grant to assist with the Willow Park trail expenses. Consensus was to apply for the fountain repairs.

Herman updated Council on the Berndes Center floor which is completed. He reported that the floor mat was to be 7MM but that a 9MM mat was installed. The thicker mat may be better from a sports standpoint but was not the mat recommended by the Anderson Ladd salesperson

based upon the multi-use nature of the floor. The Urethane to be installed was the ECO 2500, instead the ECO 2000 was used. The ECO 2000 is a lesser grade of product that does not have the same elasticity as the ECO 2500. Upon removal of the old flooring it was determined that the cement required leveling. Anderson Ladd subcontractor provided a cost estimate of \$20,000. Berndes Staff and Herman met with and hired Robert Claussen to perform the same work at a cost of \$6,000. The moisture content of the floor was deemed to be too high as well, requiring the installation of a vapor barrier. The Anderson Ladd installers applied 25 gallons of sealer and have submitted an invoice in the amount of \$22,000. Herman is working with company representatives on these issues.

Herman contacted Norm Zimmerman regarding the N Chestnut Street lot after hearing rumors that he was trying to sell the lot. Zimmerman advised that he was approached by someone asking if he had interest in selling the lot. Herman will review agreement between City and Zimmerman to verify what was required of Zimmerman under the agreement. Zimmerman expressed in an e-mail to Herman that his agreement to build a house on the N Chestnut Street lot was contingent upon the City getting sewer to his property on N Cedar. Neither Herman nor the Council expressed a similar recollection.

LaGrange discussed the water leak repair near the Cliff Payne property, 211 & 213 E. First Street that was determined to be tied to an abandoned service line into the Payne property. Cliff Payne indicated that he was not responsible for the abandoned service line, that it had been abandoned prior to his ownership of the building, and that he didn't believe he should be responsible for the entire repair invoice. Council discussed possibly splitting the bill 50 / 50. Payne indicated that he would consider the council proposal. The potential division of the repair expense will be placed on the next agenda.

Herman updated the Council on the Hughes Garage junk vehicle removal progress indicating that he did not see obvious progress since the last meeting. Council will get regular updates at Council meetings moving forward until clean-up project has been completed.

Smith reviewed the proposed School Resource Officer Program and proposed agreement between the City and the School. The agreement will be on the next agenda for consideration of approval.

Russ questioned the status of the 6th Street ditch project. Herman explained that he was waiting to hear back from the bond attorney. He will reach out to him again and get an update on the next agenda.

Schwickerath reported that they have completed initial design concepts for the N Sycamore Street Project and met with Herman and LaGrange today to review. He will begin working on the Preliminary Plans and Specs based on the design concept plans. Schwickerath asked for confirmation that the Council wished to proceed with the plan to install decorative light fixtures as was done on 2nd Street and South Street. Consensus of the Council was to proceed with that plan, with Paulson expressing some objection to doing so.

Yeoman moved to go into closed session under §21.5(1)(j) of the Iowa Code "To discuss purchase of particular real estate only where premature disclosure could be reasonably

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expected to increase the price the governmental body would have to pay for the property”, seconded by Russ. Roll call unanimous, except Paulson who voted nay.

Pratt moved, Russ seconded to end the closed session and return to open session. Roll call unanimous, except Paulson who voted nay. No action was taken.

Pratt moved to adjourn at 8:24 P.M.

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

PAYROLL - SEPTEMBER 13, 2018

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	Aug. 27 - Sept. 9, 2018				
Evan Barry	\$ 181.50	\$ -	0.00	0.00	\$ 154.26
Chris Bell	12.00	-	0.00	0.00	10.27
Jeremy Bell	435.60	-	0.00	0.00	338.25
Brian Bronemann	74.40	-	0.00	0.00	63.64
Carter Bronemann	526.35	-	0.00	0.00	403.43
Dawn Brus	2,055.00	-	0.00	0.00	1,432.01
Stephen Fasnacht	95.52	-	0.00	0.00	81.71
Johnathan Geiger	24.00	-	0.00	0.00	20.53
Jacob Gravel	440.14	-	0.00	0.00	318.50
Drew Haag	103.80	-	0.00	0.00	88.78
Ben Hein	119.52	-	0.00	0.00	102.24
Mary Intlekofer	1,860.60	-	26.00	82.75	1,242.54
Brandon Kent	2,112.56	74.76	0.00	0.00	1,380.67
Jim Luensman	642.35	332.25	0.00	0.00	485.04
Lori Lynch	3,134.23	1,362.23	0.00	0.00	1,994.13
Dave McNeill	233.76	-	0.00	0.00	197.96
Christopher Moore	974.60	-	0.00	31.50	520.05
Mandy Norton	153.68	-	0.00	0.00	131.36
Shelly Searles	2,037.80	-	0.00	0.00	1,518.26
Sabrina Strella	38.12	-	0.00	0.00	32.61
Brenda Surom	531.60	-	0.00	0.00	399.26
TOTAL AMBULANCE	\$ 15,787.13	\$ 1,769.24	26.00	114.25	\$ 10,915.50
CEMETERY	Aug. 25 - Sept. 7, 2018				
Dan McDonald	\$ 1,608.01	\$ -	0.00	0.00	\$ 1,138.04
TOTAL CEMETERY	\$ 1,608.01	\$ -	0.00	0.00	\$ 1,138.04
CITY HALL	Aug. 26 - Sept. 8, 2018				
Cheryl Clark	\$ 1,636.01	\$ -	0.25	2.75	\$ 1,080.13
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	1,402.55	6.54	0.00	0.00	920.20
TOTAL CITY HALL	\$ 9,186.65	\$ 6.54	0.25	2.75	\$ 6,279.21
FIRE					
Drew Haag	\$ 100.00	\$ -	0.00	0.00	\$ 85.54
Nick Kahler	60.00	-	0.00	0.00	51.32
Don McCarthy	125.00	-	0.00	0.00	106.93
Billy Norton	100.00	-	0.00	0.00	85.54
TOTAL FIRE	\$ 385.00	\$ -	0.00	0.00	\$ 329.33
LIBRARY	Aug. 27 - Sept. 9, 2018				
Molli Hunter	\$ 280.99	\$ -	0.00	0.00	\$ 238.83
Penny Schmit	1,000.01	-	0.00	0.00	730.73
Madonna Thoma-Kremer	920.01	-	0.00	0.00	567.61
Michelle Turnis	1,538.46	-	0.00	0.00	972.03
TOTAL LIBRARY	\$ 3,739.47	\$ -	0.00	0.00	\$ 2,509.20

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DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
MBC	Aug. 27 - Sept. 9, 2018				
Jacob Oswald	\$ 1,846.15	\$ -	0.00	0.00	\$ 1,382.31
Shannon Poe	1,538.46	-	0.00	0.00	1,093.48
TOTAL MBC	\$ 3,384.61	\$ -	0.00	0.00	\$ 2,475.79
POLICE	Aug. 27 - Sept. 9, 2018				
Peter Fleming	\$ 919.07	\$ -	0.00	0.00	\$ 678.80
Dawn Graver	2,220.96	-	0.00	0.00	1,574.10
Erik Honda	1,900.86	-	0.00	0.00	1,412.55
John Klein	62.97	-	0.00	0.00	53.87
Jordan Koos	2,142.24	-	0.00	1.25	1,547.98
Britt Smith	2,504.65	-	0.00	0.00	1,822.50
Madonna Staner	1,450.41	-	0.00	0.00	1,091.08
Brian Tate	2,410.56	-	0.00	0.00	1,641.42
Robert Urbain	1,006.40	-	0.00	0.00	756.88
TOTAL POLICE	\$ 14,618.12	\$ -	0.00	1.25	\$ 10,579.18
ROAD USE	Aug. 25 - Sept. 7, 2018				
Billy Norton	\$ 1,608.00	\$ -	0.00	0.00	\$ 1,011.57
Wayne Yousse	1,608.00	-	3.00	3.00	1,091.34
TOTAL ROAD USE	\$ 3,216.00	\$ -	3.00	3.00	\$ 2,102.91
SANITATION	Aug. 25 - Sept. 7, 2018				
Michael Boyson	\$ 1,572.00	\$ -	0.00	0.00	\$ 1,078.45
Nick Kahler	1,608.00	-	0.00	0.00	1,075.54
TOTAL SANITATION	\$ 3,180.00	\$ -	0.00	0.00	\$ 2,153.99
SEWER	Aug. 25 - Sept. 7, 2018				
Tim Schultz	\$ 1,668.00	\$ -	19.50	19.50	\$ 1,144.57
Jim Tjaden	2,026.75	90.75	0.00	0.00	1,445.61
TOTAL SEWER	\$ 3,694.75	\$ 90.75	19.50	19.50	\$ 2,590.18
SWIMMING POOL	Aug. 24 - Sept. 6, 2018				
Sophia Ahlrichs	\$ 185.98	\$ -	0.00	0.00	\$ 171.75
Sydney Ballou	84.00	-	0.00	0.00	77.57
Rylee Bauer	78.16	-	0.00	0.00	72.18
Mya Boffeli	97.18	-	0.00	0.00	89.74
Aubree Fairley	160.00	-	0.00	0.00	147.76
Matthew Fokken	100.75	-	0.00	0.00	93.04
Leah Holub	12.00	-	0.00	0.00	11.09
Luke Lambert	120.00	-	0.00	0.00	110.82
Madison G. Lambert	99.29	-	0.00	0.00	91.69
Raleigh Lambert	167.50	-	0.00	0.00	152.16
Lilly Lambert-Lanczs	125.00	-	0.00	0.00	115.44
Kain Luensman	56.00	-	0.00	0.00	51.72
Tyler Luensman	84.00	-	0.00	0.00	77.57
Elizabeth Petersen	42.00	-	0.00	0.00	38.79
Madeline Stadtmueller	46.00	-	0.00	0.00	42.48
Brooklyn Stark	31.50	-	0.00	0.00	29.09
Maci Welter	152.00	-	0.00	0.00	139.41

PAYROLL - SEPTEMBER 13, 2018

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
SWIMMING POOL (cont.)					
Micah Williams	142.00	-	0.00	0.00	131.14
TOTAL SWIMMING POOL	\$ 1,783.36	\$ -	0.00	0.00	\$ 1,643.44
WATER	Aug. 25 - Sept. 7, 2018				
Brant LaGrange	\$ 2,070.89	\$ -	0.00	0.00	\$ 1,446.80
Jay Yanda	2,099.60	243.60	0.00	0.00	1,491.15
TOTAL WATER	\$ 4,170.49	\$ 243.60	0.00	0.00	\$ 2,937.95
TOTAL - ALL DEPTS.	\$ 64,753.59	\$ 2,110.13	48.75	140.75	\$ 45,654.72

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	109.48		
KONICA MINOLTA BUSINESS	PD OFFICE SUPPLIES	37.57		
LAPORTE MOTOR SUPPLY	PD VEHICLE OPERATING	30.14		
MONTICELLO COMM SCHOOL DISTRICT	PD FUEL	1,988.16		
TCM BANK NA	PD TRAINING - KOOS	159.99		
	POLICE DEPARTMENT	2,325.34		
	STREET LIGHTS			
ALLIANT ENERGY-IES	416 E SECOND STREETLIGHTS	183.08		
	STREET LIGHTS	183.08		
	AQUATIC CENTER			
ELSMORE SPORTS INC	POOL SWIM TEAM	493.40		
HYGIENIC LABORATORY	POOL LAB TEST	13.00		
JOHN DEERE FINANCIAL	POOL BUILDING SUPPLIES	1.79		
RILEIGH LAMBERT	POOL PRIVATE LESSONS	50.00		
LILLY LAMBERT-LANCZOS	POOL PRIVATE LESSONS	165.00		
KAIN LUENSMAN	POOL LIFEGUARD CERTIFICATION	185.00		
MONTICELLO EXPRESS INC	POOL OFFICE SUPPLIES	20.00		
TCM BANK NA	POOL CPO TRAINING - POE	218.75		
MACI WELTER	POOL LIFEGUARD CERTIFICATION	249.79		
	AQUATIC CENTER	1,396.73		
	CEMETERY			
JOHN DEERE FINANCIAL	CEMETERY GROUNDS SUPPLIES	112.90		
PAM KRAUS	CREMATION WALL PLAQUE	450.00		
M TOWN TIRE & AUTO	CEMETERY EQUIP REPAIR/MAINT	31.00		
MONTICELLO COMM SCHOOL DISTRICT	CEMETERY FUEL	539.21		
	CEMETERY	1,133.11		
	SOLDIER'S MEMORIAL BOARD			
MEDIACOM	SLDR MEM TELEPHONE	25.24		
	SOLDIER'S MEMORIAL BOARD	25.24		
	ATTORNEY			
EMPLOYERS MUTUAL CASUALTY CO	DEDUCTIBLE - BARTRAM CLAIM	2,500.00		

ACCOUNTS PAYABLE ACTIVITY **CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
LEXISNEXIS	ATTORNEY RESEARCH	72.00		
	ATTORNEY	2,572.00		
	CITY HALL/GENERAL BLDGS			
DATA TECHNOLOGIES INC	CH TRAINING - HINRICHSEN	95.00		
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK	303.90		
MEDIACOM	CH TELEPHONE	159.86		
MONTICELLO EXPRESS INC	CH ADVERTISING	337.99		
TCM BANK NA	CH IMFOA FALL CONF-HINRICHSEN	125.00		
	CITY HALL/GENERAL BLDGS	1,021.75		
	GENERAL	8,657.25		
	MONTICELLO BERNDES CENTER			
	PARKS			
ALLIANT ENERGY-IES	MBC ELECTRIC	1,460.80		
BOSS OFFICE SUPPLIES & SYS INC	MBC OFFICE SUPPLIES	4.26		
STACY CAMPBELL	MBC FOOTBALL REFUND	20.00		
FAREWAY STORES #840-1	MBC BUILDING SUPPLIES	11.46		
PAIGE JACOBS	MBC FOOTBALL REFUND	25.00		
JOHN DEERE FINANCIAL	MBC BUILDING SUPPLIES	11.19		
MONTICELLO COMM SCHOOL DISTRICT	MBC FUEL	107.89		
MONTICELLO SPORTS	MBC LEAGUE SUPPLIES	112.00		
	PARKS	1,752.60		
	MONTICELLO BERNDES CENTER	1,752.60		
	FIRE			
	FIRE			
JOHN DEERE FINANCIAL	FIRE EQUIP REPAIR/MAINT	21.43		
MONTICELLO COMM SCHOOL DISTRICT	FIRE FUEL	263.57		
	FIRE	285.00		
	FIRE	285.00		
	AMBULANCE			
	AMBULANCE			
AIRGAS USA, LLC	AMB MEDICAL SUPPLIES	243.00		
BAKER PAPER CO INC	AMB BUILDING SUPPLIES	109.47		
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES	360.88		

ACCOUNTS PAYABLE ACTIVITY

CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
CHOICE 1 HEALTH CARE	AMB MEDICAL SUPPLIES	74.85		
FREESE MOTORS INC	AMB VEHICLE REPAIR/MAINT	1,400.25		
HAWKEYE ALARM & SIGNAL COMPANY	AMB SMOKE DETECTOR	67.33		
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL	1,323.86		
		=====		
	AMBULANCE	3,579.64		
		=====		
	AMBULANCE	3,579.64		
		=====		
	LIBRARY IMPROVEMENT			
	LIBRARY			
FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS	10.98		
MONTICELLO EXPRESS INC	LIB IMP PROGRAMS/PROMOTIONS	164.80		
SCHOLASTIC, INC.	LIB IMP PROGRAMS/PROMOTIONS	258.25		
TCM BANK NA	LIB IMP BOOKS	622.24		
MADONNA THOMA-KREMER	LIB IMP PROGRAMS/PROMOTIONS	5.98		
		=====		
	LIBRARY	1,062.25		
		=====		
	LIBRARY IMPROVEMENT	1,062.25		
		=====		
	LIBRARY			
	LIBRARY			
ADVANCED CUSTOM COUNTERS INC	LIB BLDG REPAIR/MAINT	478.00		
BIBLIONIX	LIB DATA PROCESSING	2,100.00		
CULLIGAN TOTAL WATER	LIB BUILDING SUPPLIES	12.41		
DENNIS J GRAY	LIB BLDG REPAIR/MAINT	65.50		
JOHN DEERE FINANCIAL	LIB BUILDING SUPPLIES	9.99		
MEDIACOM	LIB TELEPHONE	117.79		
MONTICELLO EXPRESS INC	LIB OFFICE SUPPLIES	80.86		
TCM BANK NA	LIB VIDEO/DVD RECORDINGS	280.74		
MICHELLE TURNIS	LIB BLDG REPAIR/MAINT	101.18		
		=====		
	LIBRARY	3,246.47		
		=====		
	LIBRARY	3,246.47		
		=====		
	AIRPORT			
	AIRPORT			
MONTICELLO COMM SCHOOL DISTRICT	AIRPORT FUEL	244.88		
		=====		
	AIRPORT	244.88		

ACCOUNTS PAYABLE ACTIVITY

CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	AIRPORT	244.88		
	ROAD USE			
	STREETS			
ALLIANT ENERGY-IES	STOP SIGNS - N MAIN ST	47.56		
CENTRAL IOWA DISTRIBUTING INC	RU SUPPLIES	426.50		
JOHN DEERE FINANCIAL	RU WATER HOSE	86.35		
LAPORTE MOTOR SUPPLY	RU SUPPLIES	6.98		
KEITH H. LEE	RU SUPPLIES	74.85		
DAVID B MCNEILL	RU SUPPLIES	.48		
MONTICELLO COMM SCHOOL DISTRICT	RU FUEL	2,345.07		
MONTICELLO MACHINE SHOP INC	RU EQUIP REPAIR/MAINT	34.94		
L.L. PELLING CO	RU STREET MAINTENANCE SUPPLIES	1,131.35		
WILLIAM WARREN, INC.	RU BOOTS - YOUSSE	348.48		
YOGI'S INC	RU EQUIP REPAIR/MAINT	13.20		
WAYNE YOUSSE	RU EQUIP REPAIR/MAINT	17.24		
	STREETS	4,533.00		
	ROAD USE	4,533.00		
	TRUST/SLAVKA GEHRET FUND			
	LIBRARY			
BAKER & TAYLOR BOOKS	LIB GEHRET BOOKS	47.65		
MICRO MARKETING LLC	LIB GEHRET BOOKS	262.00		
TCM BANK NA	LIB GEHRET BOOKS	50.01		
	LIBRARY	359.66		
	TRUST/SLAVKA GEHRET FUND	359.66		
	TRUST/CEMETERY IMPROVEMEN			
	CEMETERY			
JOSH IBEN	CEMETERY CREMATION WALL AREA	816.00		
	CEMETERY	816.00		
	TRUST/CEMETERY IMPROVEMEN	816.00		
	BATY DISC GOLF COURSE			
	PARKS			
JOHN DEERE FINANCIAL	BATY DG GROUND SUPPLIES	7.99		

ACCOUNTS PAYABLE ACTIVITY **CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
MONTICELLO COMM SCHOOL DISTRICT	BATY DG FUEL	168.55		
	PARKS	176.54		
	BATY DISC GOLF COURSE	176.54		
	WATER			
	WATER			
BEHREND'S CRUSHED STONE	WATER SYSTEM	187.51		
BROWN SUPPLY CO INC	WATER SYSTEM	325.00		
CAHOY PUMP SERVICE, INC.	WATER SYSTEM	5,329.00		
HAWKINS WATER TREATMENT	WATER SYSTEM	578.65		
HUGHES GARAGE & AUTO SALES LLC	WATER VEHICLE REPAIR/MAINT	285.90		
HYGIENIC LABORATORY	WATER LAB TESTS	190.00		
JOHN DEERE FINANCIAL	WATER BLDG REPAIR/MAINT	2.48		
MATHEW PROPERTY MANAGEMENT	OVERPAYMENT REFUND	50.00		
MONTICELLO COMM SCHOOL DISTRICT	WATER FUEL	539.92		
TCM BANK NA	WATER POSTAGE	20.15		
USA BLUE BOOK	WATER BLDG REPAIR/MAINT	66.41		
WHITE HAWK PLUMBING & HEATING	WATER BLDG REPAIR/MAINT	75.40		
WILLIAM WARREN, INC.	WATER BOOTS - YANDA	100.00		
	WATER	7,750.42		
	WATER	7,750.42		
	SEWER			
	SEWER			
ALLIANT ENERGY-IES	1105 E FIRST ST	2,680.49		
GREGORY DIRKS	SEWER EQUIP REPAIR/MAINT	67.68		
ELECTRIC PUMP INC	SEWER EQUIP REPAIR/MAINT	729.00		
HYGIENIC LABORATORY	SEWER LAB TESTS	1,565.50		
KRAUS PLUMBING & HEATING INC	SEWER EQUIP REPAIR/MAINT	20.00		
LAPORTE MOTOR SUPPLY	SEWER EQUIP REPAIR/MAINT	282.93		
MONTICELLO COMM SCHOOL DISTRICT	SEWER FUEL	539.92		
TCM BANK NA	SEWER POSTAGE	84.84		
WILLIAM WARREN, INC.	SEWER BOOTS - YANDA	100.00		
	SEWER	6,070.36		
	SEWER	6,070.36		
	SANITATION			
	SANITATION			
JONES COUNTY SOLID WASTE	SANITATION LOAD TICKETS	4,910.55		

ACCOUNTS PAYABLE ACTIVITY **CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
MONTICELLO COMM SCHOOL DISTRICT	SANITATION FUEL	230.97		
REPUBLIC SERVICES	DUMPSTER COLLECTIONS	8,737.95		
		=====		
	SANITATION	13,879.47		
		=====		
	SANITATION	13,879.47		
	STORM WATER			
	STORM WATER FUND			
STEVE MONK CONSTRUCTION, LTD.	STORMWATER MAINTENANCE	210.00		
		=====		
	STORM WATER FUND	210.00		
		=====		
	STORM WATER	210.00		
**** SCHED TOTAL ****		52,623.54		
***** REPORT TOTAL *****		=====		
		52,623.54		
		=====		

ACCOUNTS PAYABLE ACTIVITY
CLAIMS FUND SUMMARY

FUND	FUND NAME	TOTAL	CHECK#	DATE
001	GENERAL	8,657.25		
005	MONTICELLO BERNDEN CENTER	1,752.60		
015	FIRE	285.00		
016	AMBULANCE	3,579.64		
030	LIBRARY IMPROVEMENT	1,062.25		
041	LIBRARY	3,246.47		
046	AIRPORT	244.88		
110	ROAD USE	4,533.00		
178	TRUST/SLAVKA GEHRET FUND	359.66		
326	TRUST/CEMETERY IMPROVEMEN	816.00		
338	BATY DISC GOLF COURSE	176.54		
600	WATER	7,750.42		
610	SEWER	6,070.36		
670	SANITATION	13,879.47		
740	STORM WATER	210.00		

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

Bank Balance		
General Checking	\$1,444,717.43	
Property Tax & Water	\$1,646,554.31	
Soldiers Memorial Ckg	\$5,153.83	
Earl F Lehmann Trust	<u>\$237.53</u>	
Total Bank Balance		<u>\$3,096,663.10</u>
Plus (Minus) Adjustment:		
Bank Charge/Error	<u>\$0.00</u>	
Total Adjustment		<u>\$0.00</u>
Plus Outstanding Credit Card Pymt:		
Credit Card Payments	<u>\$0.00</u>	
Total Outstanding Credit Card Pymts		<u>\$0.00</u>
Less Outstanding Checks:		
Financial/Payroll	\$58,573.78	
Soldiers Memorial	<u>\$0.00</u>	
Total Outstanding Checks		<u>\$58,573.78</u>
Plus Investments:		
Time Certificates	\$306,452.18	
Petty Cash	<u>\$785.00</u>	
Total Investments		<u>\$307,237.18</u>
Treasurer's Balance		<u><u>\$3,345,326.50</u></u>

Prepared By: Sally Hinrichsen
Sally Hinrichsen, City Clerk

Reviewed by: [Signature]
Doug Herman, City Administrator

9/12/2018

Date: 9/12/2018

Reviewed by:

Date: _____

09/11/11

570

4

Fund	Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Clerk's Cash In Bank	Investments	Ending Fund Balance
GENERAL FUNDS:	General	553483.39	48637.43	2335.60		150675.87	28750.00	424930.55	610.00	378536.64	45783.91		424930.55
	Soldiers Memorial Board	11748.01				142.00		11606.01					11606.01
	Monticello Berndes Center	106381.78	1758.50	184.04		31381.55		76942.77				6452.18	76942.77
	Dare	6363.05		10.36				6373.41	100.00	69493.58	7349.19		6373.41
	Insurance Fund	21396.58		38.00				20317.48		10330.35	9987.13		20317.48
	Monticello Trees Forever	34458.83		55.90		1117.10		34514.73		34514.73			34514.73
	Fire	257698.09		195.68		8073.52		249820.25		8056.26	91763.99		249820.25
	Ambulance Operating	80957.50	24865.09	142.98	18750.00	76349.60		48365.98		17815.32	30550.66	150000.00	48365.98
	Hotel/Motel Tax Fund	2124.25	4744.14	3.49		345.77		6526.11		6526.11			6526.11
	Earl F Lehmann Trust	237.53						237.53					237.53
	Street Bond	500.00						500.00		500.00			500.00
	Police Improvement	1632.81	35.00					1667.81		1667.81			1667.81
	Library Improvement	41327.94		74.31		880.05		40522.20		12606.39	27915.81		40522.20
	Library	4452.08	535.65	7.55	10000.00	16174.85		-1179.57	75.00	-1254.57			-1179.57
	Equipment Set-A-Side	103406.14	1850.00	184.30				105440.44		50743.82	54696.62		105440.44
	Super Mac	6691.37		11.71		3693.92		3009.16		1448.84	1560.32		3009.16
	Airport	48216.86	4827.99	59.46		2508.00		44197.48		44197.48			44197.48
	Revolving Loan Fund	36841.70	75.00	12.30			4398.83	36929.00		31285.77	5643.23		36929.00
SPECIAL REVENUE FUNDS:	Road Use Tax	668558.60	57396.32			87725.80		638229.12		258229.12	380000.00		638229.12
	Employee Benefits	363253.94	774.51	582.54		74315.52		290295.47		41896.87	248398.60		290295.47
	TIF Tax Collections	238929.23	2365.54	424.64				241719.47		119611.93	122107.54		241719.47
	Slavka Gehret Trust	204464.07		374.61				204838.68		1308.64	203530.04		204838.68
	Police Forfeiture Acct	827.95		1.35				829.30		829.30			829.30
DEBT SERVICE FUNDS:	Debt Service	71682.85	765.47	119.96				72568.28		61252.76	11315.52		72568.28
	TIF - Debt Payments	0.00				0.00							0.00
PERMANENT FUNDS:	Park Improvements	16438.35	200.00	29.00				16667.35		2648.19	14019.16		16667.35
	Library Capital Improvements	4015.63		6.93				4022.56		4022.56			4022.56
	Ambulance Improvements	57817.66		104.69				57922.35		11984.63	45937.72		57922.35
	TIF Projects	5213.18				123.69		5089.49		5089.49			5089.49
	Cemetery Improvements	71680.97		99.01		28280.00		43499.98		4337.55	39162.43		43499.98
	Cap Imp - FACC	12290.27		22.52				12312.79			12312.79		12312.79
	Capital Improvements	-62601.65	32169.84			4400.00		-30432.98		-30432.98			-30432.98
	Youth Baseball & Softball	-7962.44						-7962.44		-7962.44			-7962.44
	Low Income Housing	14495.79		26.56				14522.35		-4003.68	14522.35		14522.35
	MDC Funds	-4003.68						-4003.68					
	Baty Disc Golf Course	17747.70		20.99		1779.93		15988.76		15818.63	170.13		15988.76
	Mary Maxine Redmond Trust	8557.98		15.66				8573.64		155.22	8418.42		8573.64
	Pocket Park	11466.75		18.84		74.54		11411.05		11411.05			11411.05
PERMANENT FUNDS:	Cemetery Perpetual Care	162486.80						162486.80		12486.80			162486.80
	Charles S Bidwell Book Trust	85497.35		156.67				85654.02		218.70	85435.32		85654.02
	Ioma Mary Baker Trust	41073.12		75.22				41148.34		405.04	40743.30		41148.34
	Water Operating	35736.11	35420.68	62.51		40237.83		30981.47		23111.64	7869.83		30981.47
	Customer Deposits	90250.70	300.00			660.00		89890.70		8318.14	81572.56		89890.70
ENTERPRISE FUNDS:	Water Capital Improvements	4154.44	616.23	89.48				4860.15		4156.19	703.96		4860.15
	Sewer Operating	1807.62	49355.17	3.11		39591.03		11574.87		11574.87			11574.87
	Sewer Capital Improvements	114002.77	616.24	279.14		4500.00		110398.15		109185.89	1212.26		110398.15
	Sanitation	97037.74	35249.61	38.25		54801.97		77523.63		77523.63			77523.63
	Sanitation Capital Improvements	61261.94	832.48	108.51				62202.93		20818.21	41384.72		62202.93
	Storm Water fund	-40649.14	2448.46			507.96		-38708.64		-38708.64			-38708.64
	Self Funded Insurance	0.00	2286.00			2286.00							
AGENCY FUNDS	Flex Spending	178.68	57.69					236.37		236.37			236.37
	Enterprise Flex Spending	91.76	173.07					264.83		264.83			264.83
	TOTAL OF ALL FUNDS	3661721.01	308256.11	5975.88	33148.83	630626.50	33148.83	3345326.50	785.00	1386143.65	1646554.31	5391.36	3345326.50

City of Monticello
Cash On Hand By Bank
For August 31st, 2018

Monica 9/12/2018

Bank					
Account type & number	Amount	Interest rate	Maturity date	Length of investment	Purpose
F & M Bank					
Total by Bank	\$0.00				
Citizens State Bank					
Savings # 6025641	\$237.53	0.500	N/A		Earl F Lehmann Trust
Total by Bank	\$237.53				
Dutrac Credit Union					
Total by Bank	\$0.00				
Regions Banks					
Checking # 0002959379	\$5,153.83		N/A		Soldiers Memorial
CD #89100344	\$6,452.18	0.05	1/18/2019	212 days	Soldiers Memorial
Total by Bank	\$11,606.01				
Fidelity Bank & Trust					
CD #129109	\$300,000.00	2.652	6/22/2019	12 months	Fire/Cem Perp Care
	\$300,000.00				
Ohnward Bank & Trust					
General Ckg/Sweep #40002008	\$1,444,717.43	2.23	N/A		General Checking
Property Tax & Water #40001992	\$1,646,554.31	2.23	N/A		General Savings
Total by Bank	\$3,091,271.74				
Total Cash on Hand- All Banks	\$3,403,115.28				
Plus Petty Cash	\$785.00				Clerk's Office, Library, Aquatic Center and Berndes Center
Adjust Bank Error	\$0.00				
Plus Outstanding Credit Card Pymt					
Less Outstanding Checks	\$58,573.78				
Treasurer's Balance	\$3,345,326.50				

All of the accounts referenced above are "City" accounts, reported under the City Federal I.D. #. This is an all
 Riverside Gardeners, Inc
 Monticello Firefighters Organization, Inc
 Monticello Emergency Medical Team
 Friends of the Monticello Public Library
 Monticello Youth Baseball & Softball Assn

City Council Meeting
Prep. Date: 9/13/18
Preparer: Doug Herman



Agenda Item: 1+2
Agenda Date: 09/18/2018

Communication Page

Agenda Items Description: Public Hearing on Budget Amendments and Resolution to approve.

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

Attachments & Enclosures:

Proposed Resolution

(Sally to bring)

Proposed Amendments

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Public Hearing required to amend budget.

Background Information: The Council typically considers annual budget amendments once per year. Amendments come about for various reasons, including but not limited to the following:

1. Council decides to move forward on projects not contemplated when budget prepared.
2. Projects carry over beyond end of one FY into next FY when plan was for project to be done prior to new FY.
3. Revenues or Expenses otherwise come in over or under budget.
4. A grant or donation for a specific purpose comes in unexpectedly. (Bud Johnson ball diamond and tree donations for example.)

Here is a summary of the current budget amendments up for consideration:

Revenues:

1. Increase in budgeted revenues related to transfer of equipment set aside related to the purchase of squad car. (\$12,850)
2. Transfer from General Fund to Capital Improvement of \$17,500 is proposed to cover additional street repair work above and beyond that which was budgeted. This transfer will allow us to "close out" those over budget street repair plans.
3. AIP Grant related work associated with Hangar project that carried over from last year into this fiscal year. Increase of \$193,200 comprised of \$113,200 increase in AIP grant match and \$80,000 of AIP grant.
4. IDOT E 1st St. Bridge, an increased revenue line item of \$125,000. Money to be received this year instead of last year.
5. Budgeted \$200,000 of bond proceeds (not yet borrowed) related to 6th Street Ditch project.
6. AIP Grant proceeds related to master plan preparation that was recently approved. (\$149,086)

7. Insurance Hail proceeds: Estimated receipts of \$60,000 tied to final hail projects.
8. Transfer of funds from Berndes Center to MYBSA fund in amount of \$8,000. Over the years of projects sponsored by Bud and Georgia with contributions made by them, there was a discrepancy in recordkeeping between City and Bud's notes. It is almost certain that early on we received funds from Bud to cover costs that were coded to revenues other than MYBSA (Misc. Income, park revenue, etc.) and that coding a number of years back made it appear that the expenses were not fully covered by the donations made by Bud and Georgia. To clear the books, we are proposing this transfer from Berndes to MYBSA.

Expenses:

1. Police Operating – Vehicle Purchase: Increased budget by \$12,850
 - a. Transferred from Veh. Equip. set aside (expense) to General Equip set aside (revenue) and spent on Police car other capital equipment (expense)
2. General Fund transfer to Cap Imp. Covers street repair projects that exceeded Cap. Projects budget
3. Police Improvement increased \$1,000 to cover vehicle equipment installation costs
4. Berndes Center transferred to MYBSA to clear out that account from past improvements to fields, concession stand, fencing, dugouts, sidewalks, etc.
5. Airport grant match related expenses that moved from FY '18 to FY '19
6. TIF related public safety building repair of \$125
7. Unplanned use of Cem. Improvement funds to improve roadway in cemetery, increase of \$28,280
8. Capital Projects that carried over from last/past years into FY '19
 - a. Airport Hangar
 - b. E. 1st Street Bridge
 - c. Hail Expenses
 - d. 6th Street Ditch
 - e. AIP Planning Grant was received and was not budgeted

Total increased Revenues equals \$765,886 and total increased Expenses increased \$744,055

Staff Recommendation: I recommend that the Mayor open the Public Hearing and that, thereafter, the Council make a Motion and Second to approve the FY 2019 Budget Amendments.

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
Debt 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 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	
Berndes 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	

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	

City Council Meeting
Prep. Date: 09/24/18
Preparer: Doug Herman



Agenda Item: 3
Agenda Date: 09/18/2018

Communication Page

Agenda Items Description: Resolution to approve Small Cell Site Lease Agreement between Verizon, the City of Monticello, and the GJCF.

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

Attachments & Enclosures:

Proposed Resolution

Lease Agreement

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: The proposed Lease Agreement relates to the placement of two “small cell sites” under the roof of the Amphitheater to improve coverage for Verizon customers during the Fair.

Background Information: In 2016 the Council approved a similar lease with US Cellular, however, US Cellular installed much more equipment than is proposed by Verizon. By State Code we are obligated to treat similar providers similarly and really have no choice but to negotiate and approve a lease agreement. We were working on lease terms through yesterday and while we have an agreement I don't at this moment have the lease in my hands. The equipment placement is much reduced and instead of trenching a number of new lines through the Park the Fair's fiber, already in place, will be used by Verizon. They will pay an additional sum for the use of the Fair's fiber and will pay fees, annually, to the City and Fair for their use of City/Fair property. The Fair, Jerry Pasker (on behalf of the fair and as someone with knowledge in this area) and the City have all worked together with Verizon to come up with a plan that made the most sense. For Verizon to serve the Fairgrounds/City Park they will be extending fiber from the area of the old water tower as I understand it all the way to the grounds. This “extension” of conduit may provide an opportunity for the Pasker Company to also have conduit installed to increase the area of the Community that they may be in a position to serve with their fiber to home project.

Key points of the Lease:

1. Ten Year Term
2. Annual Rent \$300 per node or \$600 (US Cellular is \$1,800 as they have six nodes as opposed to two.)
3. Annual Utility Payment \$3,000. (An agreement between the Fair and the City with regard to the division of this sum will need to be determined.)
4. One time payment of \$2,000 to Fair for connection/use of existing Fair Fiber

5. One time payment of \$2,000 to Fair related to the installation of Conduit to run power to operate nodes.
6. Payment of rent in the amount of \$100 per month to the Fair for the use of the Fair's Fiber.
7. Verizon will provide a cabinet to the City/Fair for use in the upstairs of the Berndes Center for placement and storage of equipment of the Fair that is not currently appropriately/neatly stored and will also "hold" the spliced fiber for this project.

Staff Recommendation: I recommend that the Council consider the approval of the Lease Agreement between the City of Monticello and Verizon. (And the GJCF)

THE CITY OF MONTICELLO, IOWA

RESOLUTION #18-__

Resolution approving Lease Agreement between Verizon, the City of Monticello and the Great Jones County Fair related to small cell sites at the City Park / Fairgrounds

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

WHEREAS, Cell phone service during the Great Jones County Fair has been suspect during large crowds, and

WHEREAS, The failure of cell phone to adequately communicate during the Fair, and other events to be held at the City Park / Fairgrounds can create a public safety risk, and

WHEREAS, Verizon has worked with the City and the Fair to put together a construction plan and proposed lease agreement to install two small cell sites on the grounds to remedy currently existing deficiencies in service, and

WHEREAS, the City Administrator and the Fair Manager have worked with US Cellular on the terms of a Lease Agreement, and same has been presented to the City Council for approval, and

WHEREAS, the City Council finds that the proposed Lease Agreement should be approved.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 4th day of September, 2018, does hereby authorize the Mayor to execute the proposed lease agreement on behalf of the City Council.

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

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

SITE NAME:
SITE NUMBER:
ATTN/DATE

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this ____ day of _____, 20__, between the City of Monticello, with its principal offices located at 200 East First Street, Monticello, Iowa 52310; (the "City"), and the Fair and Exposition Society of Jones County, Inc., with its principal address at 800 N. Maple Street, Monticello, Iowa 52310 (the "Jones County Fair", together with the City hereinafter collectively designated LESSOR), and Iowa RSA 5 Limited Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404); (hereinafter designated LESSEE). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** Pursuant to all of the terms and conditions of this Agreement, LESSOR agrees to lease to LESSEE certain space within (the "Floor Space"), adjacent to (the "Ground Space"), and on the roof of (the "Rooftop Space") LESSOR's building known as the Jones County Fair Amphitheater (the "Building"), located at ~~ADDRESS~~ 766 N. Maple Street, Monticello, Jones County, Iowa (the Building and such real property, as described in Exhibit "A", are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment for two (2) small cell nodes (each individually a "Node", and collectively, the "Nodes"); together with such additional space on the roof and/or exterior of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space within the Building and on the roof and/or the exterior of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Floor Space, Ground Space, Rooftop Space and/or Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Floor Space, Ground Space, Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "AB" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. **CONDITION OF PROPERTY.** LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date and continuing throughout the Term (as hereinafter defined), the Building (including without limitation the roof, foundations, exterior walls, interior load bearing walls, and utility systems) is (a) in good condition, structurally sound, and free of any leakage; and (b) the Property and Building are in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may

exist with regard to the Building, or any part thereof. If a breach of the representations and warranties contained in this Paragraph is discovered at any time during the Term, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense.

3. TERM; RENTAL.

(a) This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for ten (10) years and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental of \$300.00, to be paid in annual installments on the Commencement Date, and on each anniversary thereof, in advance, to LESSOR the City, at 200 East First Street, Monticello, Iowa 52310, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least ninety (90) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until ninety (90) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

(b) Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(c) For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

4. UTILITY SERVICES.

(a) ~~4-ELECTRICAL-~~ LESSOR shall, at all times during the Term, provide electrical, telephone and cable or fiber service access ~~withi~~to the Premises.

(b) In consideration for the electrical service, for each year during the Term LESSEE shall pay LESSOR the City, at 200 East First Street, Monticello, Iowa 52310, a flat annual rate of \$3,000.00 for its power consumption (the "Power Charge"). The annual Power Charge shall be paid in annual installments, and shall commence and be paid concurrently with rental payments pursuant to Paragraph 3(a) above. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to (install conduits)

See Par. 6 for repair obligation.

connecting the temporary power source and related appurtenances to the Premises, as reasonably approved by LESSOR.

(c) Jones County Fair agrees to provide twelve (12) dedicated strands of dark fiber for LESSEE's exclusive use. In consideration for the fiber service, for each year during the Term LESSEE shall pay Jones County Fair, at 800 N. Maple Street, P.O. Box 150, Monticello, Iowa 52310, a flat annual rate of \$1,200.00 for its fiber service (the "Fiber Charge"). The annual Fiber Charge shall be paid in annual installments, and shall commence and be paid concurrently with rental payments pursuant to Paragraph 3(a) above.

(d) LESSOR shall perform the make-ready work necessary to for the installation of the fiber lines to LESSEE's equipment pursuant to the plans and specifications as mutually approved by the Parties. LESSOR shall provide a written estimate of the fiber installation make-ready costs to LESSEE. If LESSEE provides written approval of LESSOR's estimated make-ready costs, LESSOR shall proceed with the make-ready work covered by the make-ready estimate. LESSOR shall complete the make-ready work within thirty (30) days of receipt of LESSEE's written approval of the make-ready estimate, unless otherwise agreed to by the Parties in writing, and LESSOR shall inform LESSEE when the make-ready work is complete. Upon completion of the make-ready work, LESSOR shall send to LESSEE an itemized invoice for the actual, full costs of the make-ready work, which shall be paid by LESSEE within sixty (60) days of the receipt thereof. Notwithstanding LESSOR's actual costs, LESSEE shall not be required to pay more than 110% of LESSOR's make-ready cost estimate.

5. **EXTENSIONS.** This Agreement shall automatically be extended for one (1) additional five (5) year term unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. **USE; GOVERNMENTAL APPROVALS.** LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right, without any increase in rent, to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. LESSEE shall repair any damage caused to the Building and/or the Property by LESSEE in connection with its installation, maintenance or repair of its communications facilities. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that the Premises is no longer technically compatible for its use; or (v) LESSEE, in its sole discretion, determines that the use of the Premises is

obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement or the applicable Node. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in **Paragraph 17** and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon a termination of only one (1) or more Nodes, but not the entire Agreement, LESSOR and LESSEE shall amend this Agreement as necessary to decrease the rent and other charges pro rata based on the number of Nodes then installed. Upon a termination of the Agreement in its entirety, the Agreement shall be of no further force or effect as to the terminated Node(s) except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent or other charges to LESSOR.

7. **INDEMNIFICATION.** Subject to **Paragraph 8**, below, and to the extent allowed by law, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any written claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligations in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

8. **INSURANCE.**

(a) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b) LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000.00 per occurrence for bodily injury (including death) and for damage or destruction to property. LESSOR and

LESSEE each agree that it will include the other Party as an additional insured as their interests may appear under this Agreement.

9. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraphs 7 and 21, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. **ANNUAL TERMINATION.** Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement, or an individual Node, upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR. All rentals paid to said termination date shall be retained by LESSOR. Upon a termination of only one (1) or more Nodes, but not the entire Agreement, LESSOR and LESSEE shall amend this Agreement as necessary to decrease the rent and other charges pro rata based on the number of Nodes then installed. Upon a termination of the Agreement in its entirety, the Agreement shall be of no further force or effect as to the terminated Node(s) except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent or other charges to LESSOR.

11. **INTERFERENCE.** LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference by a written communication and a call to LESSEE's Network Operations Center ("NOC") (at (800) 264-6620), LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such interfering equipment and later powering up such interfering equipment for intermittent testing. If the interference continues for a period in excess of 48 hours following such notification, LESSOR shall have the right to require LESSEE to reduce power, and/or cease operations until such time LESSEE can effect repairs to the interfering equipment. If the interference is not immediately eliminated by LESSEE, LESSOR may power off any portion of LESSEE's equipment by means of the manual shut-off switch to be located outside of any LESSEE equipment enclosure and accessible to LESSOR. LESSOR shall provide prior notice, where practicable, to LESSEE's NOC if it requires any portion of LESSEE's equipment to be powered off; provided, however, where LESSOR determines that prior notice is not practicable, LESSOR's personnel may utilize the manual shut off switch to power off LESSEE's equipment, provided such personnel immediately notify LESSEE's NOC. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue and the interference is not continuing. LESSOR agrees that LESSOR and/or any other lessees of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. If LESSEE determines, in its reasonable discretion, that LESSOR'S equipment or any other user's equipment permitted by LESSOR is causing interference, LESSOR shall,

upon written communication and a call from LESSEE to LESSOR's _____, at (_____) _____, LESSOR at either (319) 465-3275 (Jones County Fair) or (319) 465-3577 (City) take all steps necessary to correct and eliminate the interference, including causing other users causing such interference to correct and eliminate the interference. If the interference continues for a period in excess of 48 hours following the notification, LESSOR shall, or shall require any other user to, reduce power and/or cease operations until such time as LESSOR, or the other user, can effect repairs to the interfering equipment. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Premises leased by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any third party offer of transfer on the same terms and conditions of such offer, or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to meet such third party offer within thirty (30) days after written notice thereof from LESSOR, which notice must include a copy of the third party offer, LESSOR may grant the easement or interest in the Premises to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any sale, conveyance or lease of any portion of the Property and/or the Building which does not include the Premises shall not be considered a sale or conveyance for which LESSEE has any right of first refusal.

14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its

obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Monticello
 200 East First Street
 Monticello, Iowa 52310
 Attention: _____

 Fair and Exposition Society of Jones County, Inc.
 800 N. Maple Street
 Monticello, Iowa 52310

LESSEE: Iowa RSA 5 Limited Partnership
 d/b/a Verizon Wireless
 Attention: Network Real Estate
 180 Washington Valley Road
 Bedminster, New Jersey 07921

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. If requested by LESSEE, LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement, with respect to the applicable Node, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. To the extent allowed by law, LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or

release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of space on LESSOR's Property, and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS.

(a) During the Term, LESSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

(b) This Agreement shall in no way limit or waive either Party's present or future rights under applicable Laws. If, after the date of this Agreement, the rights or obligations of either Party are materially preempted or superseded by changes in Laws, the Parties agree to amend this Agreement to reflect the change in Laws.

Revised provision for consistency with Iowa law (§ 8C.7A). VZW would prefer to leave this provision in the Lease in the event the Property is ever conveyed.

24. SIMILAR TERMS AND CONDITIONS. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other wireless service providers. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, and for a similar area of space on a similarly situated property, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering; provided, however, in no event shall the foregoing apply where LESSOR can demonstrate that the more favorable offering for any such other tenancy or license is required pursuant to Iowa Code § 8C.7A.5.b(2), if applicable. If LESSEE chooses, the Parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

25. PUBLIC RECORDS. LESSEE acknowledges that information submitted to the LESSOR may be open to public inspection under State Law. LESSEE may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the LESSOR as confidential. LESSEE shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the LESSOR. The LESSOR shall treat any information so marked as confidential until the LESSOR receives any request for disclosure of such information. Within 5 business days of receiving any such request, the LESSOR shall provide LESSEE with written notice of the request, including a copy of the request, at Verizon Wireless - West Territory, Attention: Real Estate Manager, 10801 Bush Lake Road, Bloomington, Minnesota 55438. LESSEE shall have 5 business days within which to provide a written response to the LESSOR, before the LESSOR will disclose any of the requested confidential information. The LESSOR retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws.

26. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Monticello

By: _____

Name: _____

Its: _____

Date: _____

Fair and Exposition Society of Jones County, Inc.

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

Iowa RSA 5 Limited Partnership
d/b/a Verizon Wireless

By: GTE Wireless of the Midwest
Incorporated d/b/a Verizon Wireless
Its: General Partner

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

All that parcel of land in City of Monticello, Jones County, State of Iowa, as more fully described in Deed Book 55, Page 300, ID# 0222100012, being known and designated as follows:

The Southwest One-Quarter (SW1/4) of the Northwest One-Quarter (NW1/4) of Section Twenty-Two (22), Township Eighty-Six (86) North, Range Three (3) West of the Fifth P.M.

Less and except that parcel of land in deed from the Town of Monticello to William S. Stambaugh, as set forth in Deed Book 63, Page 558, recorded July 21, 1894, Jones County Records, State of Iowa, to-wit:

A tract of land commencing at the Southeast corner of the SW1/4 NW1/4 of Section 22, Township 86 North, Range 3 West of the 5th P.M.; thence West on that line 355 feet, more or less, to the fence, thence N 40° E 494 feet, more or less, to the angle in the fence; thence East 25 feet to the line of said forty; thence South on the forty line 378 feet to the place of beginning.

By Fee Simple Deed from C. E. Wales, Trustee for the Union Park Association of Monticello, Iowa as set forth in Deed Book 55, Page 300 dated May 7, 1891 and recorded May 8, 1891, Jones County Records, State of Iowa.

By Fee Simple Deed from the Monticello Union Park Association, Iowa as set forth in Deed Book 62, Page 29 dated May 7, 1891 and recorded May 8, 1891, Jones County Records, State of Iowa.

EXHIBIT "AB"

SITE PLAN OF GROUND SPACE, FLOOR SPACE, ROOFTOP SPACE,
ANTENNA SPACE AND CABLING SPACE

(See Attached)

Exhibit AB
Page 1 of 5

City of Monticello, IA - Lease Agreement (GL #466272)
CORE/0762186.3007435617046.3135617046.3

(Added graphics)

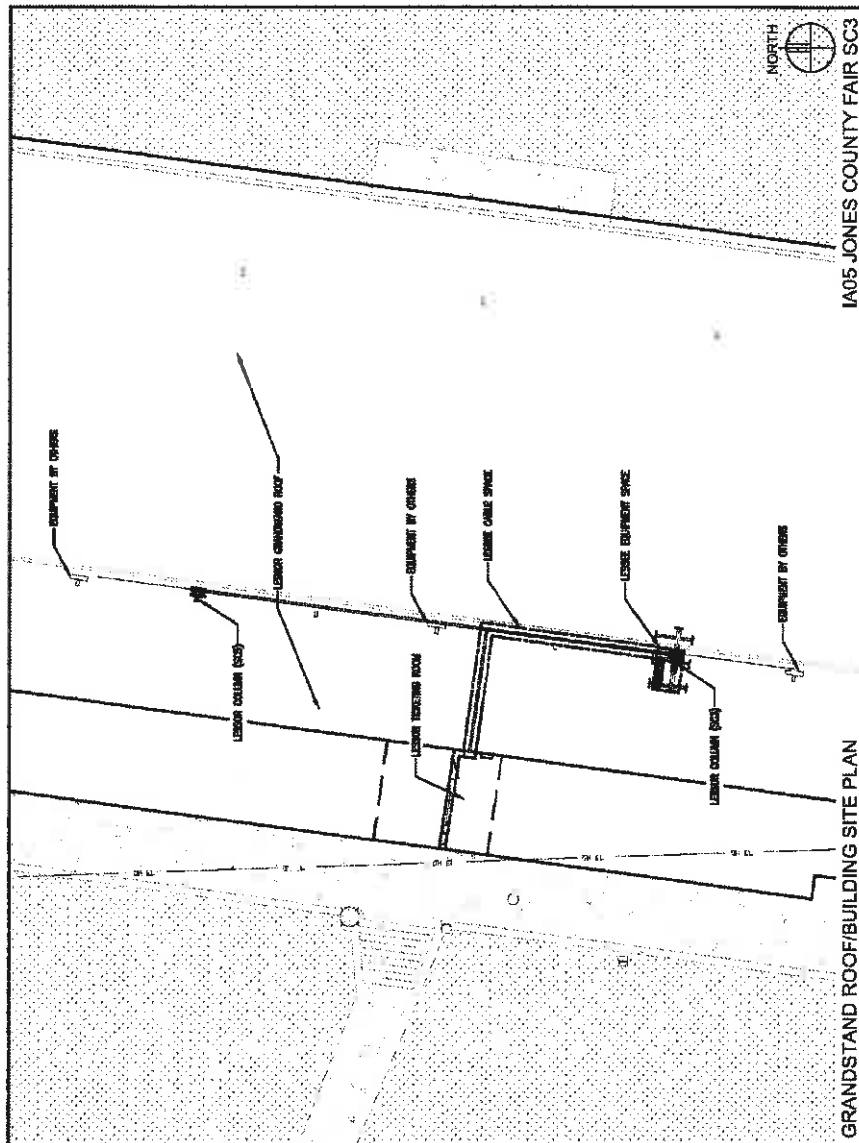


Exhibit AB
Page 3 of 5

City of Monticello, IA - Lease Agreement (GL #466272)
CORL0762186.3007435617046.3135617046.3

(Added graphics)

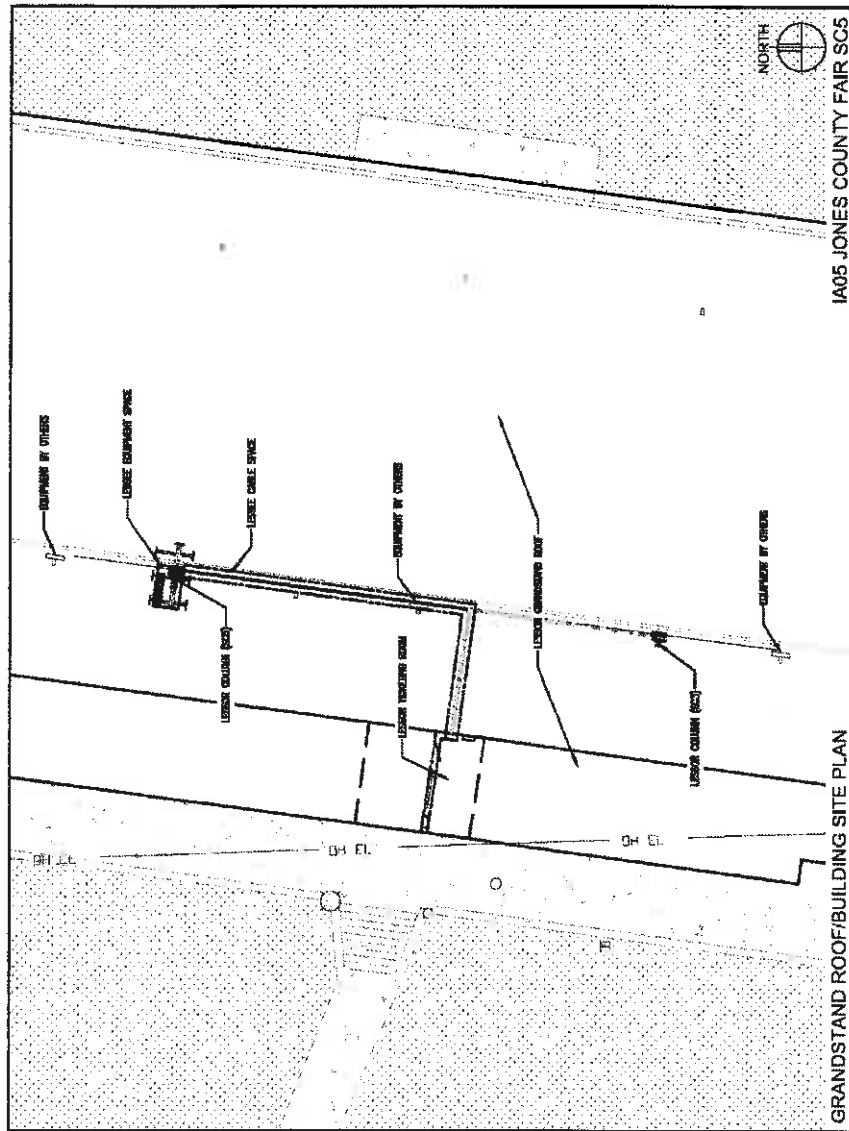


Exhibit AB
Page 4 of 5

City of Monticello, IA - Lease Agreement (GL #466272)
COR/0762186.3007/445647046.2135617046.3

(Added graphics)

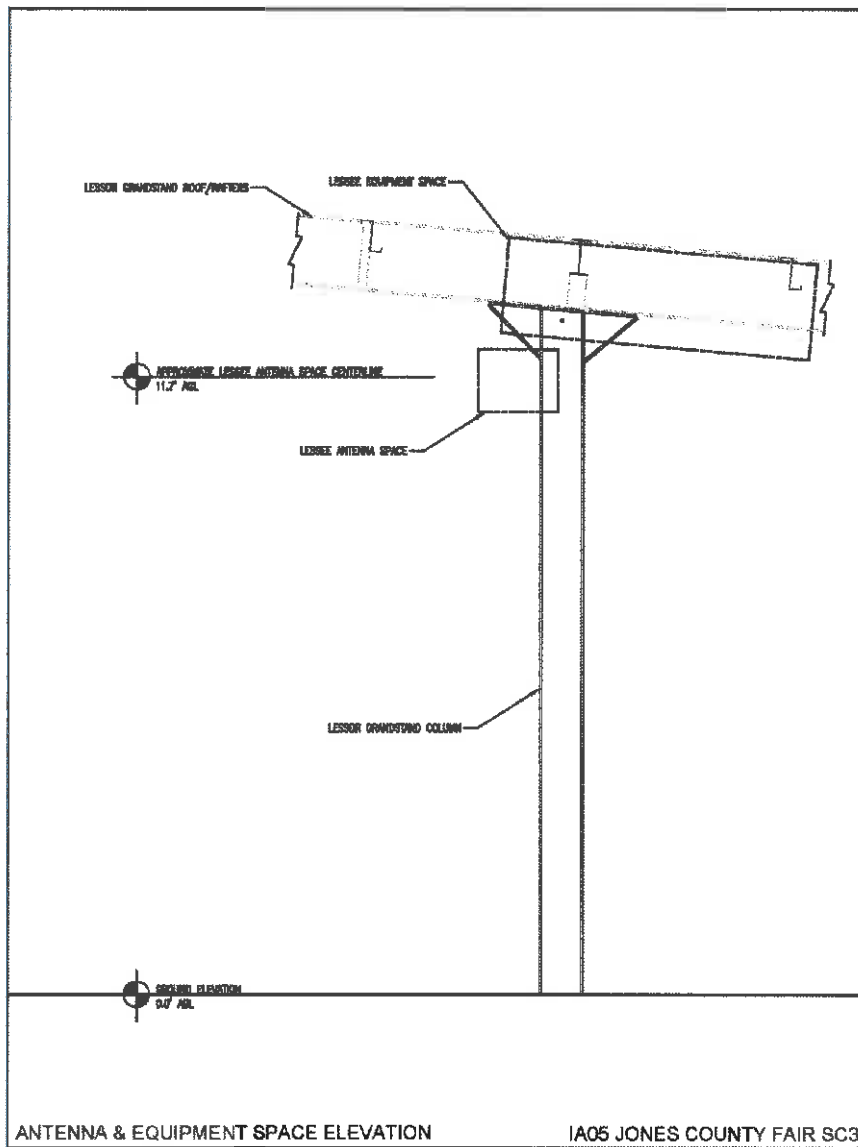


Exhibit AB
Page 5 of 5

City of Monticello, IA - Lease Agreement (GL #466272)
CORE0762186.30074-35617046-2135617046.3

(Added graphics)

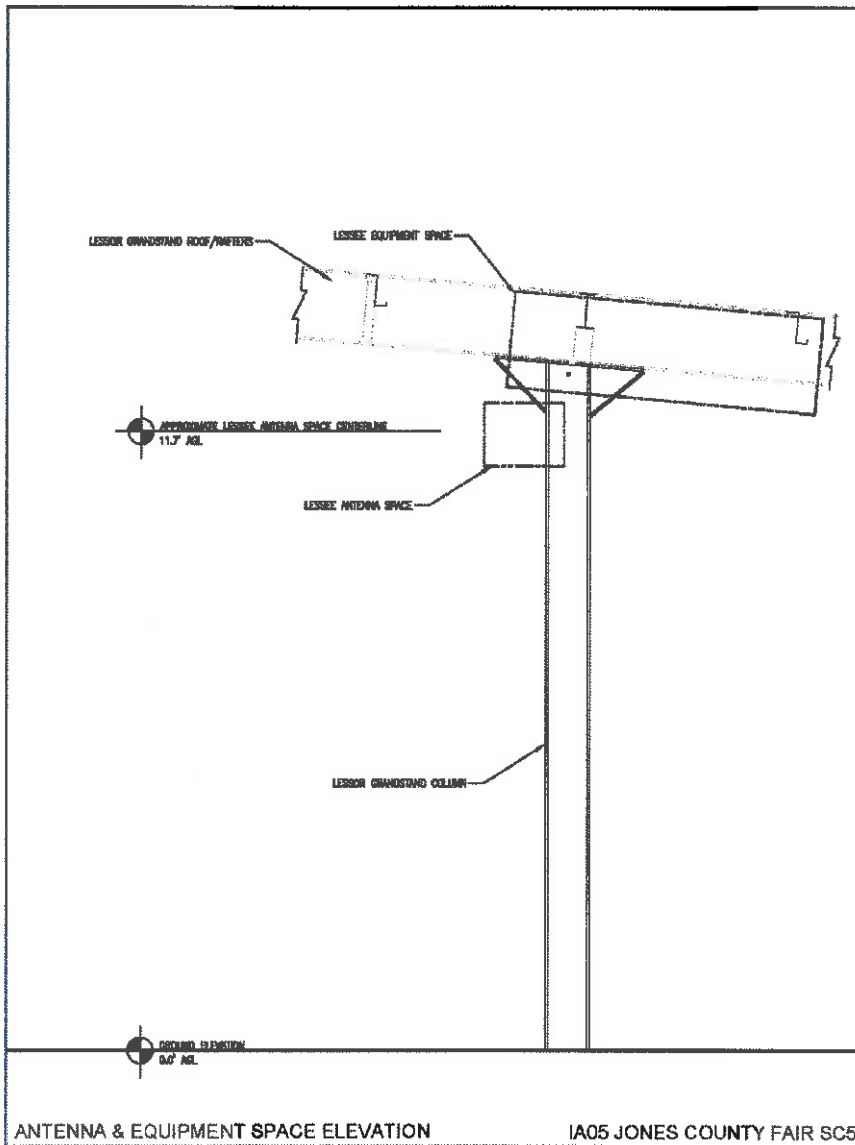


Exhibit AB
Page 6 of 5

City of Monticello, IA - Lease Agreement (GL #466272)
CORID\0762186.3007\4-35617046-3\35617046.3

Summary Report:	
Litéra® Change-Pro TDC 7.0.0.385 Document Comparison done on	
9/11/2018 4:06:19 PM	
Style Name: Default Style	
Original DMS: iw://EDMS/CORE/135617046/2	
Modified DMS: iw://EDMS/CORE/135617046/3	
Changes:	
Add	59
Delete	21
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	4
Embedded Excel	0
Format Changes	0
Total Changes:	84

City Council Meeting
Prep. Date: 09/14/18
Preparer: Doug Herman



Agenda Item: 4
Agenda Date: 09/18/2018

Communication Page

Agenda Items Description: Resolution to award Comm. Building Clock Tower siding bid.

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

Attachments & Enclosures:

Proposed Resolution
Bid Information to be reviewed on Monday
Bid Specification

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Bids on the clock tower, hail related repairs and potential other improvements are due Monday

Background Information: Damage to the clock tower occurred during the 2014 hail storm. After much discussion and debate, most informal, bid specs were sent out to seek bids to re-side the tower and to replace the vents. (See Bid Specs attached hereto)

I expect bids from Tony/Brandon Kraus and from Brock Barnhart. Specs were also provided to two other local contractors, one of which has reported no interest.

We are not required to competitively bid this project based upon the anticipated cost. Timeframe, whether this fall or next spring, will also be a consideration. I expect contractors to indicated that they may get to it this fall but won't want to be locked into that requirement.

Staff Recommendation: I recommend that the Council consider the bids received on Monday and the potential award of the project to the lowest responsive responsible bidder.

THE CITY OF MONTICELLO, IOWA

RESOLUTION #18-__

Accepting bids and awarding Community Building Clock Tower siding bid

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

WHEREAS, The City of Monticello distributed a Notice to Bidders to local contractors believed to have interest in the re-siding of the Community Building Clock Tower and related work, and

WHEREAS, bids were due on Monday September 18th and __ bids were received and opened at or about ____ p.m., and

WHEREAS, The bids received were as follows:

Contractor	Base Bid	Bid Alternate #1
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 18th day of September, 2018 that the Bids identified above are hereby accepted and the project is awarded to _____. The City Administrator is hereby directed to enter into a written agreement with _____, setting forth their acceptance of the award and agreement to complete the project as identified within the bid specification.

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

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

**Notice to Bidders
Clock Tower Siding Project**

The City of Monticello is seeking sealed bids related to re-siding of the Community Building Clock Tower. The project involves the removal and replacement of siding on the lower and upper portion of the clock tower.

Base Bid:

Lower Portion: This area is currently sided with vertical aluminum siding. The existing siding shall be removed and disposed of by the contractor. After the removal of the siding a vapor barrier will be installed and the area will then be covered with a standard color LP Smartside (Strand not Fiber) 8" Lap Siding.

Upper Portion: This area is currently sided with horizontal aluminum siding. The existing siding shall be removed and disposed of by the contractor. After the removal of the siding a vapor barrier will be installed and the area will then be covered with a standard color LP Smartside (Strand not Fiber) 6" Lap Siding.

Louvered Vents: Remove and install all new louvered vents in the clock tower. There are twelve vents in total. Vents shall be fabricated out of 24 Gauge painted white or black steel as determined by the City Council. Vents shall have a ¼" hardware cloth backing. Space between louvers shall be kept at minimum amount necessary to keep snow and rain infiltration to a minimum.

Bid Alternate #1:

Building Gables: The Community Building has two gables, one facing north and one south. The current gable siding is believed to be aluminum lap siding. The existing siding shall be removed and disposed of. After the removal a vapor barrier will be installed and the area then covered with LP Smartside Scallops or Shakes in a standard color to be chosen by the City Council.

In addition to the above specifics, the bid and bid alternate #1 shall include any and all incidentals including but not limited to necessary trim boards, which shall be LP Smartside Strand trim boards, flashings, caulks, fasteners, equipment rental, etc.

If more significant repairs or materials are determined to be necessary the City and the successful bidder will negotiate additional compensation.

Bids are due on or before September 17th at 1:30 by delivery in a sealed envelope to Monticello City Hall. Bids will be opened at approximately 1:30 p.m. at City Hall on that date. The City may, if deemed necessary, extend the bid deadline, however, if the deadline is extended no bids will be opened and viewed until the extended deadline has arrived.

All bids must include a projected project start date and completion date. The Council may take into account these project timeline in considering which bid to accept. There is a preference to have this work completed in the fall of 2018.

Inspection of the premises may be made at any time by visiting the site. Contact City Administrator Doug Herman or Public Works Director Brant LaGrange at 465.3577 with any questions.

City Council Meeting
Prep. Date: 09/14/18
Preparer: Doug Herman



Agenda Item: 5
Agenda Date: 09/18/2018

Communication Page

Agenda Items Description: Resolution to award Willow Park Trail installation bid

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

Attachments & Enclosures:

Proposed Resolution
Bid Information to be reviewed on Monday
Bid Specification

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Bids to install the Willow Park trail are due on Monday and will be made available on Monday night.

Background Information: In addition to the Parks to People Grant and Rotary grant the City is seeking other sums to assist in the cost of this project. The City will be responsible for the rough grading of the trail area, delivery and rough placement of gravel, and has bid out the concrete separately, planning to pay for the concrete direct with the hope of getting a reduced cost from either Bard or Horsfield; as a donation of sorts. (See bid spec attached hereto)

We are not required to competitively bid this project based upon the anticipated cost. To take advantage of the Parks to People money we must complete this project this fall.

Staff Recommendation: I recommend that the Council consider the bids received on Monday and the potential award of the project to the lowest responsive responsible bidder.

THE CITY OF MONTICELLO, IOWA

RESOLUTION #18-__

Accepting bids and awarding Willow Park Trail installation bid

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

WHEREAS, The City of Monticello distributed a Notice to Bidders to local contractors believed to have interest in the Willow Park Trail project, and

WHEREAS, bids were due on Monday September 18th and __ bids were received and opened at or about ____ p.m., and

WHEREAS, The bids received were as follows:

Contractor	Base Bid	Bid Alternate #1
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 18th day of September, 2018 that the Bids identified above are hereby accepted and the project is awarded to _____. The City Administrator is hereby directed to enter into a written agreement with _____, setting forth their acceptance of the award and agreement to complete the project as identified within the bid specification.

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

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

**Notice to Bidders
Willow Park Trail**

The City of Monticello is seeking sealed bids related to the Willow Park Trail project.

The project involves the installation of an 8' wide sidewalk/trail through Willow Park / Baty Disc Golf Course, the approximate length of 2,025', for a total of 16,200 sf. More specifically:

1. The Concrete shall be 6" thick and a standard "C" Mix
2. ½" Epoxy Coated re-rod shall be placed 3' on center.
3. Joints to be cut every 8'
4. Brushed finish

Bid Alternate: As a bid alternate the project shall also be bid as a 10' wide sidewalk/trail with joints to be cut every 10', all other specifications to apply.

Trail to be subject to proof rolling to satisfaction of the City prior to placement of concrete. Any over excavation and fill to be covered by change order.

Trail to meet ADA standards. See <http://www.iowasudas.org/manuals/design/Chapter12/12A-2.pdf>
Trail to meet Public Right-of-Way Accessibility Guidelines (PROWAG). Sections found to be non-compliant will be removed and replaced to meet said guidelines without additional cost to the City. The trail to be constructed consistent with SUDAS Section 7030 – Sidewalks, Shared Use Paths, and Driveways. See <http://www.iowasudas.org/manuals/specs/div7/7030.pdf>

The proposed trail route is shown on the attached aerial of Willow Park. City staff will be responsible for the initial grading of the trail, including the removal of soils, trees, shrubs, or other growth and the excavation of necessary soil in depth and width. The City will also be responsible for top soiling and seeding after trail installation is complete.

The City will also purchase, deliver and place any necessary rock base at the direction and supervision of the successful bidder, with compaction to be the responsibility of the contractor. If the City determines that sub-drainage is necessary or desirable the materials will be provided by the City and a change order related to the installation of the sub-drain will be negotiated with the contractor. (The City Engineer will be involved prior to the placement of sub-grade and will offer advice and guidance on the necessity or desirability of sub-drainage.

The City will be seeking bids/donations from the two local suppliers of concrete, Bard Concrete and Horsfield Materials, and will pay the supplier direct.

The project must be completed by no later than November 15, 2018. Any costs related to cold weather protection will be the responsibility of the contractor.

Inspection of the premises may be made at any time by visiting the site. Contact Park and Recreation Director Jacob Oswald at 465.6640 or City Administrator Doug Herman at 465.3577 with any questions. Sealed bids are due on or before noon on September 17, 2018 and will be considered for approval by the City Council at the regularly scheduled City Council meeting to be held on September 17th at 6:00 p.m.

City Council Meeting
Prep. Date: 11/02/17
Preparer: Doug Herman



Agenda Item: # 6
Agenda Date: 11/06/17

Communication Page

Agenda Items Description: Resolution to approve extension of time to Norm Zimmerman to commence construction of home on property located at 224 N. Chestnut Street.

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

Attachments & Enclosures:

Resolution

Original Agreement

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Council previously agreed to the sale of the property located at 224 N. Chestnut Street consistent with the terms of a written agreement.

Background Information: Norm and the City entered into an agreement whereby he would build a home on the 224 N. Chestnut Street house and purchase the lot from the City. One condition of the agreement was that construction would commence by October 1, 2018. Norm has requested an extension of time based upon their purchase of the property located at 216 S. Maple Street and their ongoing renovations of that property. The home at 216 S. Maple was in need of attention and updating and it is a very good thing that Norm has taken that project on. Norm would like the winter to finish the Maple Street property before commencing the N. Chestnut Street project.

The City committed \$10,000 to the Mike Kraus condominium project removal of the prior Debi Wells property and agreed to pay it upon closing on the N. Chestnut Street with Norm. If the closing is put off until spring we will need to pay the Kraus obligation out of another fund. (Not the end of the world, just something I wanted you to be aware of.)

Recommendation: I recommend that the Council consider the time extension and other matters related hereto.

The City of Monticello, Iowa

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

RESOLUTION # 18-__

To approve amendment of agreement between City and Norm Zimmerman related to the property located at 224 N. Chestnut Street, extending timeframe within which Zimmerman is to commence construction on agreed upon improvement

WHEREAS, the City Council previously agreed to the sale of the property located at 224 N. Chestnut Street consistent with the terms of a written agreement, and

WHEREAS, Zimmerman has requested an amendment to the agreement, extending the timeframe to commence the construction of the agreed upon improvements on this lot until _____, 2019 based upon another older home removal project he has undertaken on Maple Street, and

WHEREAS, The City Council finds that the extension is not unreasonable and is grateful that Zimmerman has also undertaken the improvements on the S. Maple Street home.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve an extension of time to commence construction of the agreed upon improvement until _____, 2019.

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

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

Property Sale Agreement

By and between the City of Monticello, Seller, and Norm Zimmerman, Buyer

Comes Now, the City of Monticello, Seller and Norm Zimmerman, Buyer, and do hereby agree to the following terms and provisions related to the sale of the City owned property located at 224 N. Chestnut Street, Monticello, Iowa.

Background:

The City of Monticello purchased this property after a fire caused significant damage to the home previously located on the property.

The City arranged for an asbestos inspection, subsequent abatement, and demolition of both the home and the garage located on this lot.

The City published a Notice in the Monticello Express seeking proposals from any person/party interested in the purchase of this property. The RFP indicated that the proposal should include the proposed purchase price, the improvement proposed for the property, and the timing of the improvement.

The City Council considered two proposals related to the sale of the property and directed the City Administrator to work on a proposed agreement with Norm Zimmerman to be considered for approval at a Public Hearing which was set on October 16, 2017 to be held on November 06, 2017 at 6:00 p.m. during the regularly scheduled City Council meeting.

The terms of the agreement reached between Norm Zimmerman and the City of Monticello related to the Zimmerman purchase of the property located at 224 N. Chestnut Street from the City of Monticello are as follows:

Sale Terms:

Purchase Price: Norm Zimmerman shall pay the sum of \$20,000 for the property located at 224 N. Chestnut Street, Monticello, Iowa. \$5,000 shall be paid at closing with the balance due at real estate closing. The \$5,000 shall down payment shall be satisfied as follows:

Zimmerman shall pay the following:

Environmental Mgmt. Services (Asbestos Inspection and Abatement) \$1,600 +/-
McElmeel Construction (Garage Demolition) \$2,000 +/-
City of Monticello (Balance Due) \$1,400 +/-

Closing: The closing on the property will occur prior to 10/01/2018. The closing is contingent upon Zimmerman presenting a set of plans and building permit to the City to document that the project as proposed to the City prior to and at the approval of this agreement is substantially consistent with the project proposed to be built in the fall of 2018.

Construction Commencement: Construction on the proposed project shall commence on or before October 1, 2018 after the issuance of a building permit by the City of Monticello.

Forfeiture of Down Payment: If construction has not commenced on or before October 1, 2018 without good cause, the Down Payment provided by Zimmerman shall be forfeited to the Seller and the purchase agreement shall be void. Good Cause would include the serious illness or death of the buyer. (Or other substantially similar "Cause".) If Good Cause exists, the City may void the agreement and return the down payment to Zimmerman or may provide an extension of time, up to one (1) year for project commencement. At the end of any extension period the same Good Cause analysis will be made but in no event will an additional extension be granted.

Property Maintenance: From the approval of this agreement forward Zimmerman shall be responsible for snow removal and lawn mowing. (The City will see to the seeding of the lot in the spring.)

Abstract and Deed: Prior to Closing the City will provide Zimmerman an updated Abstract of Title and will transfer the property to Zimmerman by Warranty Deed.

Closing Costs: Closing Costs will be distributed between buyer and seller pursuant to standard practices.

Bar Association Purchase Agreement: A standard Iowa Bar Association Purchase Agreement shall be prepared for signature by the Parties hereto and this agreement, along with the Resolution approving this agreement, shall be appended thereto.

Signed and dated this ____ day of _____, 2017

Norm Zimmerman, Buyer

Signed and dated this ____ day of _____, 2017

Dena Himes, Mayor

Sally Hinrichsen, City Clerk

State of Iowa)
)§
County of Jones)

On this ____ day of _____, 2017, before the undersigned, Notary Public in and for the State of Iowa, personally appeared Norm Zimmerman, known to me to be the identical person named herein, who swore and affirmed that he executed the above and foregoing Agreement voluntarily as an expression of his voluntary act and deed.

Notary Public, State of Iowa

State of Iowa)
)§
County of Jones)

On this ____ day of _____, 2017, before the undersigned, Notary Public in and for the State of Iowa, personally appeared Dena Himes and Sally Hinrichsen in their capacity of Mayor and City Clerk, respectively, for the City of Monticello, known to me to be the identical person named herein, who swore and affirmed that they executed the above and foregoing Agreement voluntarily as an expression of his voluntary act and deed, and with the approval and consent of the Monticello City Council who authorized the execution of this agreement by way of Resolution #17-____ same having been approved on the ____ day of November, 2017.

Notary Public, State of Iowa

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



Agenda Item: Reports
Agenda Date: 09/18/2018

Communication Page

Agenda Items Description: Misc. Reports

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

Attachments & Enclosures:

Devilbiss DNA results

Library Lot lighting information

Lumpa service line picture

Fiscal Impact:

Budget Line Item:

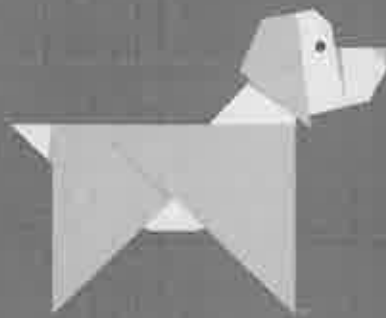
Budget Summary:

Expenditure:

Revenue:

Reports / Potential Action:

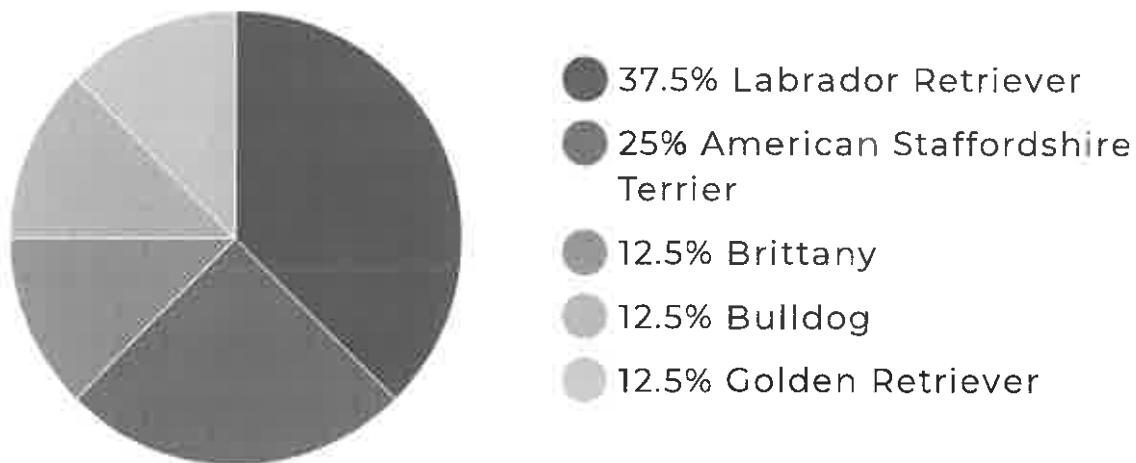
- Schedule Vicious Dog Ord. Committee Meeting (Devilbiss results attached)
- N. Cedar Street Sanitary Sewer update: Hope to hear from property owner by Monday)
- West Well Maintenance Report (Brant will update)
- E. 1st Street Bridge related street improvements update (Engineer will update)
- E. 1st Street / Baty Disc Golf Course drainage project update / plans. (Engineer / Brant will update)
- Fountain Park Planning / Grant Update: City received Parks to People Grant in amount of \$5,400 towards this project. I would like to send fliers to public with fundraising letter in the Express. (total cost of doing so is approximately \$750. (3,042 letters/envelopes inserted)
- 211/213 E. 1st Street Water Leak Repair Update (Cliff agreed to pay ½ with ½ of his obligation this year and ½ after the 1st of the year.) If Council agrees, will get agreement on next agenda.
- Hughes Garage Compliance Update. Work being done, "junk" being moved out front for collection.
- Library sidewalk light discussion: See attached period correct fixture information.
- Dave Lumpa sanitary sewer: Roto-rooter came on Wed. 9/12 to do a camera inspection of the sewer main. S. Linden St. has two sewer mains that drain in opposite directions. One line to the north (Varvel St.) and one line drains to the south (Buckeye St). The city had the jet truck on site and did some additional cleaning to help the visual of the camera. Both sanitary sewer mains were inspected and are flowing as installed. Attached is a picture showing root infiltration into Dave's service line.



DISCOVER ALL
ABOUT STONI

The results are in! Let's take a look at what the DNA told
us about Stoni's ancestry ..

STONI'S BREED BY PERCENTAGE



Exciting news, the results are in! Here's what makes Stoni so unique. Using the data generated from Stoni's DNA, our sophisticated computer algorithm performed over 17 million calculations! What you see here is Stoni's ancestry by percentage.

STONI'S FAMILY TREE



PARENTS



Labrador Retriever
Golden Retriever



American Staffordshire Terrier
Brittany
Bulldog

GRANDPARENTS



Labrador Retriever



Labrador Retriever
Golden Retriever



American Staffordshire Terrier



Brittany
Bulldog

GREAT GRANDPARENTS



Labrador Retriever



Labrador Retriever



Labrador Retriever



Golden Retriever



American Staffordshire Terrier



American Staffordshire Terrier



Brittany



Bulldog

* This particular ancestor's breed has been detected, however at a lesser contribution. This suggests the breed is likely present further back in the ancestry.

STONI'S HEALTH RESULTS

We have tested Stoni's DNA for the following important genetic health conditions. The results can be seen below.

MULTIDRUG SENSITIVITY (MDR1)



CLEAR

Stoni has no copies of the MDR1 mutation and should not be affected by the disorder due to this genetic cause.

EXERCISE-INDUCED COLLAPSE (EIC)



CLEAR

Stoni has no copies of the EIC mutation and should not be affected by the disorder due to this genetic cause.

IDEAL WEIGHT

Based on our findings, we've calculated that Stoni's ideal, adult weight should be:

35 lbs - **59** lbs

Maintaining a healthy weight is a key factor in Stoni having a long and healthy life.

WISDOMTM PANEL



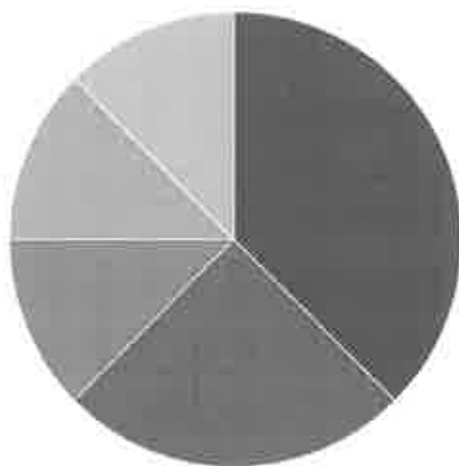
STATEMENT OF AUTHENTICATION

Owner's name: **Britt Smith**

Dog's name: **Stoni**

Date: **September 12, 2018**

This certifies the authenticity of Stoni's canine genetic background as determined, following the careful analysis of more than 1800 genetic markers, by the WISDOM PANELTM Canine DNA Test. The purebred breed signature matches included in the analysis are those that were detected in the last three generations of Stoni's ancestry using the Wisdom Health proprietary breed detection algorithm.



- 37.5% Labrador Retriever
- 25% American Staffordshire Terrier
- 12.5% Brittany
- 12.5% Bulldog
- 12.5% Golden Retriever



1225 26TH AVENUE CT SW
CEDAR RAPIDS, IA 52404-3402
P 319-363-8191 F 319-363-4068



QUOTATION

QUOTE DATE	QUOTE #	PAGE #
08/03/2018	S505409250	1 of 1

CUST #: 91049

QUOTE TO:

CITY OF MONTICELLO
200 E FIRST ST
MONTICELLO, IA 52310-1501

SHIP TO:

CITY OF MONTICELLO
200 E FIRST ST
MONTICELLO, IA 52310-1501

REQUESTED BY		REFERENCE	ACCOUNT MANAGER	
		LIBRARY	VIC MCALLISTER	
QUOTED BY		TERMS	FREIGHT TERMS	
VIC MCALLISTER		NET DUE 30TH	FREIGHT IF APPLICABLE	
ORDER QTY	AVAILABLE	DESCRIPTION	UNIT PRICE	EXT PRICE
1 ea		QUOTATION ITEM - PER EACH 3901LED/3S45TLCA/MDL03/CM	1560.000/ea	1560.00
1 ea		QUOTATION ITEM - PER EACH 7701LED/4S45TLCA/MDL03/CM	1758.000/ea	1758.00
1 ea		QUOTATION ITEM - PER EACH 4201LED/3S45TLCA/MDL03/CM	1640.000/ea	1640.00
1 ea		QUOTATION ITEM - PER EACH 5201LED/4S45TLCA/MDL03/CM	1955.000/ea	1955.00
PRICES SUBJECT TO CHANGE QUANTITIES AVAILABLE SUBJECT TO PRIOR SALE PLEASE SEE WWW.CESCO.COM FOR STANDARD TERMS AND CONDITIONS			SUBTOTAL	6913.00
			S&H CHARGES	0.00
			ESTIMATED TAX	0.00
			AMOUNT DUE	6913.00

* This line is taxable

3901LED RICHMOND LIGHTED BOLLARD SPECIFICATIONS

GENERAL

The Model 3901LED decorative LED lighted bollard shall be cast aluminum, one-piece construction. The 11 1/2" diameter cast aluminum fluted base shall be constructed with a 5 1/4" diameter straight fluted cast aluminum shaft. The Model shall be Sternberg Lighting #3901LED, LED lighted bollard or #3901LED-QR quick release LED lighted bollard. The bollard shall be U.L. or E.T.L. listed in U.S. and Canada.*

CONSTRUCTION

The base shall be designed with a sculptured bell shaped bottom, fourteen flute top section and be made of heavy wall cast aluminum. It shall have a 3/4" thick floor cast as an integral part of the base. The bollard cap will be cast aluminum. The overall height of the bollard shall be 42".

ELECTRICAL/LED

The optical assembly shall be constructed of twelve (12) fluted openings with a white acrylic lens. The LED light source shall have an IP65 rated assembly. The assembly shall consist of highly efficient, three (3) sided extruded aluminum heat sink, three (3) LED boards with 6 each high brightness LEDs and a sealed acrylic tube. The bollard shall be supplied with electrical surge protection in accord with IEEE/ANSI C62.41.2 and shall be U.L. or E.T.L. Listed in U.S. and Canada. The LED lighted bollard shall have an L70 expected life of 70,000 hours with the LED life ratings determined in accordance with IESNA LM-80. The electronic LED driver shall be a U.L. Recognized, constant current design with THD<20%.

QUICK RELEASE MOUNTING (Optional)

The Model 3901LED-QR shall have a quick release option which allows quick removal of the bollard for convenience or emergency access. The burial portion shall be made of aluminum extrusion and shall have a keyway and flexible connection system for securing to bollard. The bollard shall have a mated extension and anti-rotation key and padlock slot. The quick release system shall allow for a flush pavement installation after temporary bollard removal.

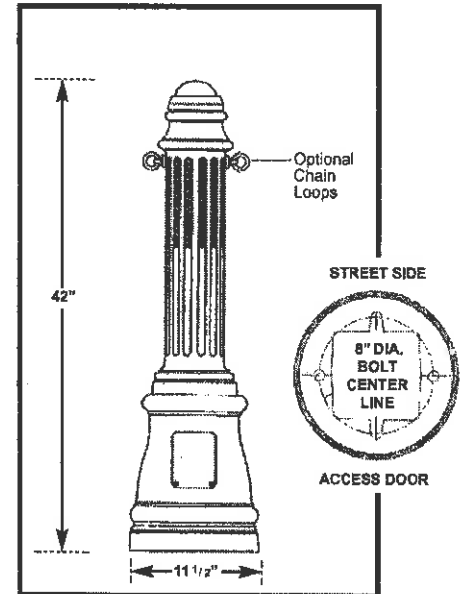
FINISH

Prior to coating, each assembly shall be chemically cleaned and etched in a 5-stage washing system which includes alkaline cleaning, rinsing, phosphoric etching, reverse osmosis water rinsing and non-chrome sealing to ensure corrosion resistance and excellent adhesion for the finish coating. The finish coating shall be electrostatically applied semi-gloss, super durable polyester powder baked at 400 degrees for a durable and superior, color retentive finish. Our optional antique Verde Green finish and Swedish Iron finish are hand brushed using a 3-step process. The total assembly shall be wrapped in shockproof wrapping or fully enclosed in corrugated cartons.

INSTALLATION

Four, hot dipped galvanized "L" type anchor bolts shall be provided with the post for non-quick release bollard anchorage. Quick release anchorage requires no anchor bolts. A door shall be provided for wiring and anchor bolt access. It shall be secured with tamper-proof, stainless steel hardware. Bollard will be provided with a grounding stud mounted on the base floor opposite the access door.

WARRANTY Seven (7) year limited warranty. See product and finish warranty guide for details.



See installation template for exact door position.

BUILDING A PART NUMBER

PART NUMBER SELECTIONS

BOLLARD MODEL	OPTIONAL CHAIN LOOP	LIGHT SOURCE	DRIVER	OPTIONS	FINISH	MODELS	LIGHT SOURCES	STANDARD FINISHES*	STERNBERG SELECT FINISHES
3901LED	CL2	3S45TLCA	ML	FHD	VG	<ul style="list-style-type: none"> 3901LED 3901LED-QR 	<ul style="list-style-type: none"> 3S 60TLCA 23W 6000K Type V 3S 45TLCA 23W 4500K Type V 3S 35TLCA 23W 3500K Type V 	<ul style="list-style-type: none"> BKT Black Textured WHT White Textured PGT Park Green Textured ABZT Architectural Medium Bronze Textured DBT Dark Bronze Textured 	<ul style="list-style-type: none"> RT Rust WBR Weathered Brown CD Cedar WBK Weathered Black TT Two Tone
						DRIVERS <ul style="list-style-type: none"> ML-120-277V MDL - Dimming 120-277V 		*Smooth Finishes are available upon request CUSTOM FINISHES <ul style="list-style-type: none"> Ol Old Iron 	<ul style="list-style-type: none"> VG Verde Green SI Swedish Iron OWGT Old World Gray Textured
						OPTIONAL CHAIN LOOP <ul style="list-style-type: none"> CL1 Chain Loop CL2 Chain Loops 180° 	TO ORDER CHAIN: Specify total length of chain required for project.	OPTIONS <ul style="list-style-type: none"> PEC1' Photocell-Bimetal 120 Volt PEC2' Photocell-Bimetal 208-277 Volt PEC1-E' Photocell-Electronic 120 Volt PEC2-E' Photocell-Electronic 208-277 Volt LP Low Power/Reduced Output 11W 	<ul style="list-style-type: none"> FHD Dual Fuses and Holder GFI Ground Fault Interrupter Duplex Outlet¹

* NOTES

¹U.L. listed components only. Bollard is not U.L. or E.T.L. listed with a photocell.

¹GFI not available with QR option

4201LED AUGUSTA LIGHTED BOLLARD SPECIFICATIONS

GENERAL

The Model 4201LED decorative lighted bollard shall be aluminum, one-piece construction. The 17" diameter cast aluminum fluted base shall be constructed with a 5" diameter straight fluted aluminum shaft. The Model shall be Sternberg Lighting #4201LED, LED lighted bollard or #4201LED-QR quick release lighted bollard. The bollard shall be U.L. or E.T.L. listed in U.S. and Canada.*

CONSTRUCTION

The base shall be designed with twelve curved flutes and teardrop decorations and be made of heavy wall, alloy cast aluminum. It shall have a 3/4" thick floor cast as an integral part of the base. The extruded fluted shaft shall have 12 flat flutes, a 3/16" wall thickness and shall be made of aluminum. The bollard cap will be cast aluminum. The overall height of the bollard shall be 42".

ELECTRICAL / LED

The optical assembly shall be constructed of twelve (12) fluted openings with a white acrylic lens. The LED light source shall have an IP65 rated assembly. The assembly shall consist of highly efficient, three (3) sided extruded aluminum heat sink, three (3) LED boards with 6 each high brightness LEDs and a sealed acrylic tube. The bollard shall be supplied with electrical surge protection in accord with IEEE/ANSI C62.41.2 and shall be U.L. or E.T.L. Listed in U.S. and Canada. The LED lighted bollard shall have an L70 expected life of 70,000 hours with the LED life ratings determined in accordance with IESNA LM-80. The electronic LED driver shall be a U.L. Recognized, constant current design with THD<20%.

QUICK RELEASE MOUNTING (Optional)

The Model 4201LED-QR shall have a quick release option which allows quick removal of the bollard for convenience or emergency access. The burial portion shall be made of aluminum extrusion and shall have a keyway and flexible connection system for securing to bollard. The bollard shall have a mated extension and anti-rotation key and padlock slot. The quick release system shall allow for a flush pavement installation after temporary bollard removal.

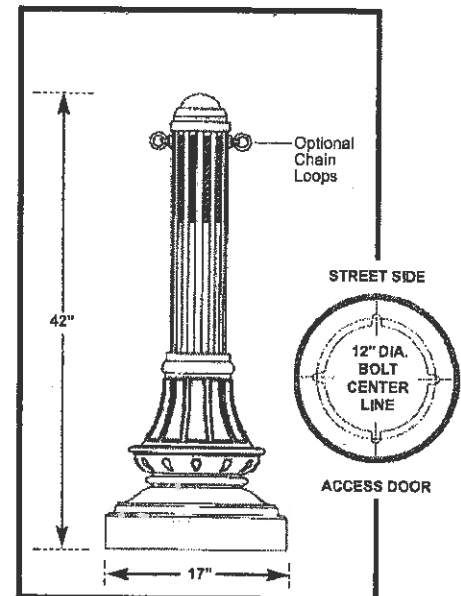
FINISH

Prior to coating, each assembly shall be chemically cleaned and etched in a 5-stage washing system which includes alkaline cleaning, rinsing, phosphoric etching, reverse osmosis water rinsing, and non-chrome sealing to ensure corrosion resistance and excellent adhesion for the finish coating. The finish coating shall be electrostatically applied semi-gloss, super durable polyester powder baked at 400 degrees for a durable and superior, color retentive finish. Our optional antique Verde Green finish and Swedish Iron finish are hand brushed using a 3-step process. The total assembly shall be wrapped in shockproof wrapping or fully enclosed in corrugated cartons.

INSTALLATION

Four, hot dipped galvanized "L" type anchor bolts shall be provided with the post for non-quick release bollard anchorage. Quick release anchorage requires no anchor bolts. A door shall be provided for wiring and anchor bolt access. It shall be secured with tamper-proof, stainless steel hardware. Bollard will be provided with a grounding stud mounted on the base floor opposite the access door.

WARRANTY Seven (7) year limited warranty. See product and finish warranty guide for details.



See installation template for exact door position.

BUILDING A PART NUMBER

PART NUMBER SELECTIONS

BOLLARD MODEL	OPTIONAL CHAIN LOOP	LIGHT SOURCE	DRIVER	OPTIONS	FINISH	MODELS	LIGHT SOURCES	STANDARD FINISHES*	STERNBERG SELECT FINISHES
4201LED	CL2	3S45TLCA	ML	FHD	BK	<ul style="list-style-type: none"> 4201LED 4201LED-QR 	<ul style="list-style-type: none"> 3S 60TLCA 23W 6000K Type V 3S 45TLCA 23W 4500K Type V 3S 35TLCA 23W 3500K Type V 	<ul style="list-style-type: none"> BKT Black Textured WHT White Textured PGT Park Green Textured ABZT Architectural Medium Bronze Textured DBT Dark Bronze Textured 	<ul style="list-style-type: none"> RT Rust WBR Weathered Brown CD Cedar WBK Weathered Black TT Two Tone
						DRIVERS <ul style="list-style-type: none"> ML-120-277V MDL - Dimming 120-277V 		*Smooth Finishes are available upon request CUSTOM FINISHES <ul style="list-style-type: none"> OI Old Iron 	STERNBERG SELECT FINISHES <ul style="list-style-type: none"> VG Verde Green SI Swedish Iron OWGT Old World Gray Textured
						OPTIONAL CHAIN LOOP <ul style="list-style-type: none"> CL1 Chain Loop CL2 Chain Loops 180° 	TO ORDER CHAIN: Specify total length of chain required for project.	OPTIONS <ul style="list-style-type: none"> PEC1' Photocell-Bimetal 120 Volt PEC2' Photocell-Bimetal 208-277 Volt PEC1-E' Photocell-Electronic 120 Volt PEC2-E' Photocell-Electronic 208-277 Volt LP Low Power/Reduced Output 11W 	<ul style="list-style-type: none"> FHD Dual Fuses and Holder GFI Ground Fault Interrupter Duplex Outlet¹

* NOTES

*U.L. listed components only. Bollard is not U.L. or E.T.L. listed with a photocell.

¹ GFI not available with QR option

5201LED BARRINGTON LIGHTED BOLLARD SPECIFICATIONS

GENERAL

The Model 5201LED decorative lighted bollard shall be aluminum, one-piece construction. The 20" diameter cast aluminum fluted base shall be constructed with a 7" diameter straight fluted aluminum shaft. The Model shall be Sternberg Lighting #5201LED lighted bollard or #5201LED-QR quick release lighted bollard. The bollard shall be U.L. or E.T.L. listed in U.S. and Canada.*

CONSTRUCTION

The base shall be designed with twelve curved flutes and teardrop decorations and be made of heavy wall, alloy cast aluminum. It shall have a 1" thick floor cast as an integral part of the base. The extruded fluted shaft shall have 12 flat flutes and have a 3/16" wall thickness and shall be made of aluminum. The bollard cap will be cast aluminum. The overall height of the bollard shall be 50".

ELECTRICAL / LED

The optical assembly shall be constructed of twelve (12) fluted openings with a white acrylic lens. The LED light source shall have an IP65 rated assembly. The assembly shall consist of highly efficient, four (4) sided [optional three (3) sided] extruded aluminum heat sink, four (4) [optional three (3)] LED boards with 6 each high brightness LEDs and a sealed acrylic tube. The bollard shall be supplied with electrical surge protection in accord with IEEE/ANSI C62.41.2 and shall be U.L. or E.T.L. Listed in U.S. and Canada. The LED lighted bollard shall have an L70 expected life of 70,000 hours with the LED life ratings determined in accordance with IESNA LM-80. The electronic LED driver shall be a U.L. Recognized, constant current design with THD<20%.

QUICK RELEASE MOUNTING (Optional)

The Model 5201LED-QR shall have a quick release option which allows quick removal of the bollard for convenience or emergency access. The burial portion shall be made of aluminum extrusion and shall have a keyway and flexible connection system for securing to bollard. The bollard shall have a mated extension and anti-rotation key and padlock slot. The quick release system shall allow for a flush pavement installation after temporary bollard removal.

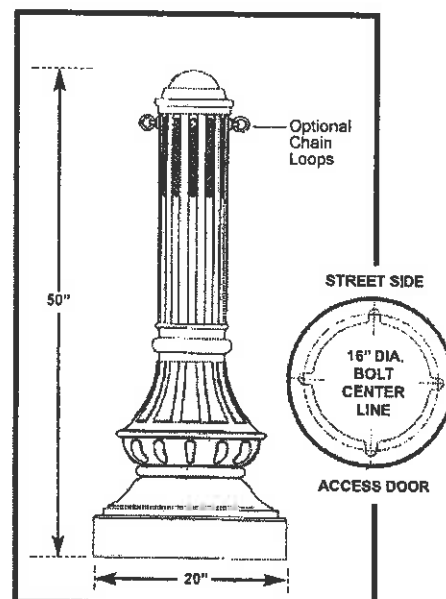
FINISH

Prior to coating, each assembly shall be chemically cleaned and etched in a 5-stage washing system which includes alkaline cleaning, rinsing, phosphoric etching, reverse osmosis water rinsing, and non-chrome sealing to ensure corrosion resistance and excellent adhesion for the finish coating. The finish coating shall be electrostatically applied semi-gloss, super durable polyester powder baked at 400 degrees for a durable and superior, color retentive finish. Our optional antique Verde Green finish and Swedish Iron finish are hand brushed using a 3-step process. The total assembly shall be wrapped in shockproof wrapping or fully enclosed in corrugated cartons.

INSTALLATION

Four, hot-dipped galvanized "L" type anchor bolts shall be provided with the post for non-quick release bollard anchorage. Quick release anchorage requires no anchor bolts. A door shall be provided for wiring and anchor bolt access. It shall be secured with tamper-proof, stainless steel hardware. Bollard will be provided with a grounding stud mounted on the base floor opposite the access door.

WARRANTY Seven (7) year limited warranty. See product and finish warranty guide for details.



See installation template for exact door position.

BUILDING A PART NUMBER

PART NUMBER SELECTIONS

BOLLARD MODEL	OPTIONAL CHAIN LOOP	LIGHT SOURCE	DRIVER	OPTIONS	FINISH	MODELS	LIGHT SOURCES	STANDARD FINISHES*	STERNBERG SELECT FINISHES
5201LED	CL1	3S45TLCA	ML	FHD	VG	<ul style="list-style-type: none"> 5201LED 5201LED-QR 	<ul style="list-style-type: none"> 4S60TLCA 30W 6000K Type V 4S45TLCA 30W 4500K Type V 4S35TLCA 30W 3500K Type V 3S60TLCA 23W 6000K Type V 3S45TLCA 23W 4500K Type V 3S35TLCA 23W 3500K Type V 	<ul style="list-style-type: none"> BKT Black Textured WHT White Textured PGT Park Green Textured ABZT Architectural Medium Bronze Textured DBT Dark Bronze Textured 	<ul style="list-style-type: none"> RT Rust WBR Weathered Brown CD Cedar WBK Weathered Black TT Two Tone
						DRIVERS <ul style="list-style-type: none"> ML-120-277V MDL-Dimming 120-277V 		*Smooth Finishes are available upon request CUSTOM FINISHES <ul style="list-style-type: none"> OI Old Iron 	<ul style="list-style-type: none"> VG Verde Green SI Swedish Iron OWGT Old World Gray Textured
						OPTIONAL CHAIN LOOP <ul style="list-style-type: none"> CL1 Chain Loop CL2 Chain Loops 180° 		OPTIONS <ul style="list-style-type: none"> PEC1' Photocell-Bimetal 120 Volt PEC2' Photocell-Bimetal 208-277 Volt PEC1-E' Photocell-Electronic 120 Volt PEC2-E' Photocell-Electronic 208-277 Volt LP Low Power/ Reduced Output 11W (3S TLCA only) 	<ul style="list-style-type: none"> FHD Dual Fuses and Holder GFI Ground Fault Interrupter Duplex Outlet¹
						* NOTES *U.L. listed components only. Bollard is not U.L. or E.T.L. listed with a photocell.	TO ORDER CHAIN: Specify total length of chain required for project.		



SternbergLighting
ESTABLISHED 1923 / EMPLOYEE OWNED

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www.sternberglighting.com

Email: info@sternberglighting.com 7-15

¹GFI not available with QR option

7701LED BIRMINGHAM LIGHTED BOLLARD SPECIFICATIONS

GENERAL

The Model 7701LED decorative lighted bollard shall be cast aluminum, one-piece construction. The 16" diameter cast aluminum base shall be constructed with a 7 1/4" diameter straight fluted cast aluminum shaft. The Model shall be Sternberg Lighting #7701LED lighted bollard or #7701LED-QR quick release lighted bollard. The bollard shall be U.L. or E.T.L. listed in U.S. and Canada.*

CONSTRUCTION

The base shall be designed with a tall and smoothly curved pedestal bottom section and transition to a tall twelve flute vertical base section and be made of heavy wall, alloy cast aluminum. It shall have a 1" thick floor cast as an integral part of the base. The bollard cap shall be welded in place. The overall height of the bollard shall be 51".

ELECTRICAL / LED

The optical assembly shall be constructed of twelve (12) fluted openings with a white acrylic lens. The LED light source shall have an IP65 rated assembly. The assembly shall consist of highly efficient, four (4) [optional three (3)] sided extruded aluminum heat sink, four (4) [optional three (3)] LED boards with 6 each high brightness LEDs and a sealed acrylic tube. The bollard shall be supplied with electrical surge protection in accord with IEEE/ANSI C62.41.2 and shall be U.L. or E.T.L. Listed in U.S. and Canada. The LED lighted bollard shall have an L70 expected life of 70,000 hours with the LED life ratings determined in accordance with IESNA LM-80. The electronic LED driver shall be a U.L. Recognized, constant current design with THD<20%.

QUICK RELEASE MOUNTING (Optional)

The Model 7701LED-QR shall have a quick release option which allows quick removal of the bollard for convenience or emergency access. The burial portion shall be made of aluminum extrusion and shall have a keyway and flexible connection system for securing to bollard. The bollard shall have a mated extension and anti-rotation key and padlock slot. The quick release system shall allow for a flush pavement installation after temporary bollard removal.

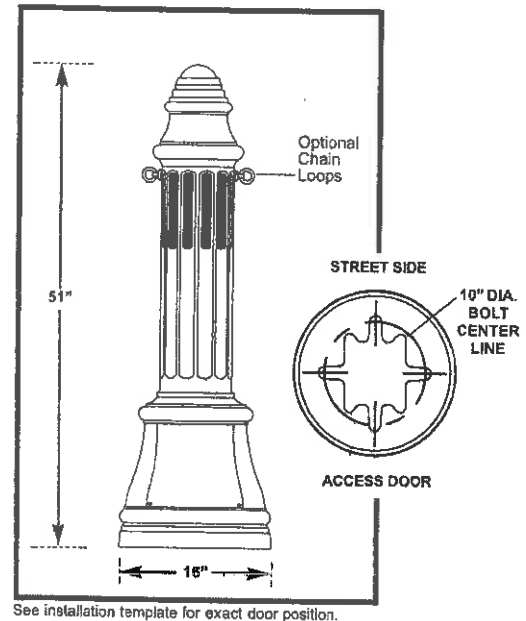
FINISH

Prior to coating, each assembly shall be chemically cleaned and etched in a 5-stage washing system which includes alkaline cleaning, rinsing, phosphoric etching, reverse osmosis water rinsing, and non-chrome sealing to ensure corrosion resistance and excellent adhesion for the finish coating. The finish coating shall be electrostatically applied semi-gloss, super durable polyester powder baked at 400 degrees for a durable and superior, color retentive finish. Our optional antique Verde Green finish and Swedish Iron finish are hand brushed using a 3-step process. The total assembly shall be wrapped in shockproof wrapping or fully enclosed in corrugated cartons.

INSTALLATION

Four, hot dipped galvanized "L" type anchor bolts shall be provided with the post for non-quick release bollard anchorage. Quick release anchorage requires no anchor bolts. A door shall be provided for wiring and anchor bolt access. It shall be secured with tamper-proof, stainless steel hardware. Bollard will be provided with a grounding stud mounted on the base floor opposite the access door.

WARRANTY Seven (7) year limited warranty. See product and finish warranty guide for details.



See installation template for exact door position.

BUILDING A PART NUMBER

PART NUMBER SELECTIONS

BOLLARD MODEL	OPTIONAL CHAIN LOOP	LIGHT SOURCE	DRIVER	OPTIONS	FINISH	MODELS	LIGHT SOURCES	STANDARD FINISHES*	
7701LED	CL2	3S45TLCA	ML	FHD	VG	<ul style="list-style-type: none">• 7701LED• 7701LED-QR	<ul style="list-style-type: none">• 4S80TLCA 30W 6000K Type V• 4S45TLCA 30W 4500K Type V• 4S35TLCA 30W 3500K Type V• 3S80TLCA 23W 6000K Type V• 3S45TLCA 23W 4500K Type V• 3S35TLCA 23W 3500K Type V	<ul style="list-style-type: none">• BKT Black Textured• WHT White Textured• PGT Park Green Textured• ABZT Architectural Medium Bronze Textured• DBT Dark Bronze Textured	<ul style="list-style-type: none">• RT Rust• WBR Weathered Brown• CD Cedar• WBK Weathered Black• TT Two Tone
						DRIVERS <ul style="list-style-type: none">• ML-120-277V• MDL - Dimming 120-277V			
						OPTIONAL CHAIN LOOP <ul style="list-style-type: none">• CL1 Chain Loop• CL2 Chain Loops 180°			
						* NOTES <p>¹U.L. listed components only. Bollard is not U.L. or E.T.L. listed with a photocell.</p>	TO ORDER CHAIN: <p>Specify total length of chain required for project.</p>	<p>*Smooth Finishes are available upon request</p>	STERNBERG SELECT FINISHES <ul style="list-style-type: none">• VG Verde Green• SI Swedish Iron• OWGT Old World Gray Textured
							CUSTOM FINISHES <ul style="list-style-type: none">• OI Old Iron	OPTIONS <ul style="list-style-type: none">• PEC1' Photocell-Bimetal 120 Volt• PEC2' Photocell-Bimetal 208-277 Volt• PEC1-E' Photocell-Electronic 120 Volt• PEC2-E' Photocell-Electronic 208-277 Volt• LP Low Power/ Reduced Output 11W (3S TLCA only)	<ul style="list-style-type: none">• FHD Dual Fuses and Holder• GFI Ground Fault Interrupter Duplex Outlet¹

¹GFI not available with QR option

+0089.1564

Incident Code: 50

Incident Description: Service Connection

Feet: 0089.1564

Modifier: Factory

Service Address: 410 Linden dr

Position: 10

