

City of Monticello, Iowa

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Posted on September 28, 2018 at 5:00 p.m.

Monticello City Council Regular Meeting October 01, 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 17, 2018
Approval of Payroll	September 27, 2018
Approval of Bill List	
Approval of La Hacienda Liquor License	
Approval of Office Liquor License	

Public Hearings: None

Motion: None

Resolutions:

1. **Resolution** to approve Mike Jacobs Farms, Inc. Tax Abatement Application related to improvements at 205 N. Chestnut Street.
2. **Resolution** to approve water service line cost share agreement between Cliff Payne and the City of Monticello, Iowa.
3. **Resolution** to accept bids and to award Community Building Clock Tower Bid and Bid Alternate #1.
4. **Resolution** to approve Sewer Bill Credit to Mark Kelchen.
5. **Resolution** to approve Plat of Survey to 2018-57 and Easement A and Easement B.

6. **Resolution** to approve 28E Agreement between the School and the City with regard to School Resource Officer.

Ordinances:

7. **Ordinance** to amend Chapter 50.10 Animal Protection and Control

Reports / Potential Action:

- Community Building Upstairs Condition / Potential Use discussion
- Berndes Center Floor Update
- Airport Ten-T potential Change Order Request
- N. Cedar Street Sanitary Sewer update
- West Well Maintenance Report (See Cahoy Group Report)
- City Tree Dump Discussion (See DNR Letter NOV)
- 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
- Hughes Garage Compliance Update
- Library sidewalk light discussion

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

Regular Council Meeting – Official
September 17, 2018 – 6:00 P.M.
Community Media Center

Mayor Brian Wolken called the meeting to order. Council present: Gary “Butch” Pratt, Rob Paulson, Johnny Russ, Chris Lux and Tom Yeoman, who joined electronically. Council Member Dave Goedken arrived during the meeting. Also present were City Administrator Doug Herman, City Clerk Sally Hinrichsen, Public Works Director Brant LaGrange, Police Chief Britt Smith and City Engineer Casey Zwolinski.

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

During Open Forum, Brenda Hanken, 219 N Pine St, questioned the use of the \$3.00 administrative fee on the sanitation account. Herman listed several tasks performed by the City in substantiation of the fee. She also questioned the use of franchise fees collected on gas and electric utility accounts. She also questioned bonding for \$200,000 to pay bond attorney fees. Herman advised that the bonding would be used to pay for project expenses, not an attorney.

Bob Furino, Anamosa and Jan Cratsenburg, 211 E Washington, representing the Starlighters were present to get an update on setting up a committee including Starlighters’ members, community members and Council to discuss improvements to the Community Building. Wolken stated the Jan Hoag, Kim Brooks, Sally Hinrichsen and Dave Goedken expressed an interest to be on this committee and he would work to get a meeting setup.

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

Mayor Wolken opened the public hearing on the proposed Amendment of Fiscal Year 2018/2019 City of Monticello Budget. Staff received no oral or written comments. Mayor Wolken closed the hearing on the Amendment of Fiscal Year 2018/2019 budget. Herman reviewed the proposed amendments and advised that Cities are to amend their budgets prior to overspending a program. Goedken moved to approve Resolution #18-107 City Budget Amendment and Certification – FY 2019 – Amendment #1, Russ seconded. Roll call unanimous.

Herman reviewed the proposed Lease Agreement with Verizon related to the placement of two “small cell sites” under the roof of the Amphitheater to improve coverage during the fair. Goedken moved to approve Resolution #18-108 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, Pratt seconded, roll call unanimous.

Herman reported that two bids were received to re-side the hail damaged clock tower. Herman stated that the insurance company would like the work done this fall and would cover approximately \$27,000 of the total costs. Herman reported being in contact with the two contractors to seek clarification of a couple components of their bid. Council discussed the difference between aluminum siding and LP Smart siding. Herman recommended Council award bid to the low bidder, after confirmation of the bid amounts. Russ moved to approve Resolution #18-109 Accepting bids and awarding Community Building Clock Tower siding bid, Goedken

seconded, roll call unanimous. This motion approved both the base bid and Bid Alternate #1 with the work to be completed this fall.

Herman reviewed four bids for construction of the Willow Park trail and 2 bids for the provision of concrete for the trail project. Council discussed whether to proceed with an eight or ten foot wide trail. Goedken moved to approve Resolution #18-110 Accepting bids and awarding Willow Park Trail installation bid, Russ seconded, roll call unanimous. This was for a 10 foot trail from Hwy 38 Bridge to East First Street Bridge through the Disc Golf Course. The low bidder was Eastern Iowa Excavating and Concrete and the concrete will be provided by Horsfield Materials.

Herman reviewed an agreement with Norm Zimmerman to build a house at 224 N. Chestnut Street that included a start date of no later than October 1st, 2018. Zimmerman requested an extension of time to begin construction, allowing him time to complete a renovation home project he has undertaken at 216 S Maple Street. Wolken reported that he had received a call inquiring whether or not Zimmerman's request was supported by "good cause". Patrice Lambert lives in Cascade but co-owns 205 West 3rd Street property and questioned whether Zimmerman's request was supported by good cause. After much discussion, Goedken moved to approve Resolution #18-111 To approve amendment of agreement between City and Norm Zimmerman related to the property located at 224 N Chestnut, Yeoman seconded. The approved resolution requires Zimmerman to present plans to the Council for approval by April 1, 2019 and that Zimmerman must then obtain a building permit and begin construction by May 1, 2019. Roll call vote, Goedken, Yeoman, Russ and Lux voted aye, with Pratt and Paulson voting nay. Motion carried.

Herman set Wednesday September 26th at 4 PM for the committee to meet to review the vicious dog ordinance.

Zwolinski stated the IDOT did not approve of the Taylor Const. Change Order as submitted. Taylor Construction agreed to submit a new proposed change order.

Herman reported the removal of the culvert under E. First Street near the Baty Disc Golf Course created a water retention issue on the disc golf course. City Staff plans to install an 8 inch drain from the area holding water under E 1st Street to the ditch on the north side of the street. LaGrange indicated that the street will be patched before winter.

Wolken requested patching of gravel area on N. Maple Street near Welter project.

Herman advised that the City received a \$5,400 grant from Parks to People towards the fountain project and he is applying for a \$25,000 grant from the Jones County Community Foundation for additional fountain renovation costs. The goal of the committee is to preserve the historic look of the fountain. Herman proposed the insertion of fundraising flyers in the Shopper's Guide to raise funds for restoration. Consensus of the Council was to move forward with fundraising materials in the Shopper's Guide as proposed.

Herman updated the Council on the Hughes Garage junk vehicle removal progress indicating that he observed some progress since the last meeting. Herman will continue to provide

Regular Council Meeting – Official
September 17, 2018

updates at Council meetings. Herman was asked if he could request a timetable from Hughes and he agreed to request one.

Herman had no updates on the N. Cedar Street sanitary sewer extension project nor the West Well maintenance project but would by the next meeting.

Herman reviewed proposed Library lighting options from Sternberg Lighting. Consensus was to go with lighting with the closest resemblance to the Period Lighting the City has been using for the streets.

LaGrange reported that Dave Lumpa sewer concerns on Linden Street were tied to root infiltration in Lumpa's service line.

Herman reported that he will be filing suit against Al Hughes based upon his refusal to sign paperwork he is legally obligated to sign in relation to his sale of the Compadres Building. Herman also reported that the taxes on the property were sold at tax sale although the Iowa Code suggests that they should not have been. Consensus of the Council was to pay the taxes and to collect from Hughes in lawsuit.

Council discussed Schoon Addition Street and drainage issues. Before the addition was annexed an agreement appears to have been entered between the City and the then owners of property in the Schoon Addition that any and all public improvements in the Schoon Addition would be fully assessed to the residents and that the residents waived their right to object. Herman will reach out to Larabee to discuss further, and to ask him to reach out to other property owners to see if they can reach a consensus of what they would like to see done.

Herman reported that Cliff Payne has agreed to pay one-half of the bill related to the water leak at 211 & 213 E. First Street which was determined to be tied to an abandoned service line into the Payne property. Payne would like to pay half this year and the other half in 2019. Herman will prepare a written agreement for approval at the next Council meeting.

Pratt moved to adjourn at 7:35 P.M.

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

PAYROLL - SEPTEMBER 27, 2018

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	Sept. 10 - 23, 2018				
Evan Barry	\$ 363.00	\$ -	0.00	0.00	\$ 304.51
Jeremy Bell	435.60	-	0.00	0.00	338.25
Carter Bronemann	1,070.85	-	0.00	0.00	782.66
Dawn Brus	2,295.00	-	0.00	0.00	1,574.10
Mary Intlekofer	1,860.60	-	0.00	82.75	1,242.79
Brandon Kent	1,960.28	99.68	0.00	0.00	1,275.68
Matt Kunkle	221.50	-	0.00	0.00	168.48
Jim Luensman	443.00	-	0.00	0.00	343.89
Lori Lynch	1,860.60	-	0.00	0.00	1,230.22
Christopher Moore	315.64	-	0.00	0.00	141.08
Shelly Searles	3,455.40	1,594.80	0.00	0.00	2,473.34
Brenda Surom	531.60	-	0.00	0.00	399.26
TOTAL AMBULANCE	\$ 14,813.07	\$ 1,694.48	0.00	82.75	\$ 10,274.26
CEMETERY	Sept. 8 - 21, 2018				
Dan McDonald	\$ 1,608.00	\$ -	0.00	0.00	\$ 1,138.29
TOTAL CEMETERY	\$ 1,608.00	\$ -	0.00	0.00	\$ 1,138.29
CITY HALL	Sept. 9 - 22, 2018				
Cheryl Clark	\$ 1,636.01	\$ -	1.00	4.25	\$ 1,080.38
Doug Herman	3,970.71	-	0.00	0.00	2,849.12
Sally Hinrichsen	2,427.38	-	0.00	0.00	1,611.64
Nanci Tuel	1,396.00	-	0.00	0.00	915.42
TOTAL CITY HALL	\$ 9,430.10	\$ -	1.00	4.25	\$ 6,456.56
COUNCIL / MAYOR					
Dave Goedken	\$ 100.00	\$ -	0.00	0.00	\$ 92.26
Chris Lux	100.00	-	0.00	0.00	92.26
Rob Paulson	100.00	-	0.00	0.00	92.35
Gary Pratt	100.00	-	0.00	0.00	92.35
Johnny Russ	100.00	-	0.00	0.00	92.35
Brian Wolken	300.00	-	0.00	0.00	272.78
Tom Yeoman	100.00	-	0.00	0.00	92.35
TOTAL COUNCIL / MAYOR	\$ 900.00	\$ -	0.00	0.00	\$ 826.70
LIBRARY	Sept. 10 - 23, 2018				
Molli Hunter	\$ 316.39	\$ -	0.00	0.00	\$ 268.28
Penny Schmit	1,000.00	-	0.00	0.00	730.72
Madonna Thoma-Kremer	920.00	-	0.00	0.00	567.61
Michelle Turnis	1,538.46	-	0.00	0.00	972.04
TOTAL LIBRARY	\$ 3,774.85	\$ -	0.00	0.00	\$ 2,538.65
MBC	Sept. 10 - 23, 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	Sept. 10 - 23, 2018				
Dawn Graver	\$ 2,220.96	\$ -	0.00	0.00	\$ 1,574.10

PAYROLL - SEPTEMBER 27, 2018

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
POLICE (cont.)					
Erik Honda	1,914.36	-	0.00	0.00	1,421.58
Jordan Koos	2,188.91	-	0.00	1.25	1,576.34
Britt Smith	2,504.65	-	0.00	0.00	1,822.50
Madonna Staner	1,450.41	-	1.50	0.00	1,091.08
Brian Tate	2,109.24	-	0.00	0.00	1,437.36
Robert Urbain	1,006.40	-	0.00	0.00	756.88
TOTAL POLICE	\$ 13,394.93	\$ -	1.50	1.25	\$ 9,679.84
ROAD USE					
	Sept. 8 - 21, 2018				
Billy Norton	\$ 1,638.15	\$ 30.15	0.00	0.00	\$ 1,033.94
Wayne Yousse	1,608.00	-	0.00	3.00	1,091.60
TOTAL ROAD USE	\$ 3,246.15	\$ 30.15	0.00	3.00	\$ 2,125.54
SANITATION					
	Sept. 8 - 21, 2018				
Michael Boyson	\$ 1,601.48	\$ 29.48	0.00	0.00	\$ 1,099.76
Nick Kahler	1,638.15	30.15	0.00	0.00	1,096.35
TOTAL SANITATION	\$ 3,239.63	\$ 59.63	0.00	0.00	\$ 2,196.11
SEWER					
	Sept. 8 - 21, 2018				
Tim Schultz	\$ 1,683.64	\$ 15.64	0.00	19.50	\$ 1,155.53
Jim Tjaden	1,936.00	-	0.00	0.00	1,383.98
TOTAL SEWER	\$ 3,619.64	\$ 15.64	0.00	19.50	\$ 2,539.51
WATER					
	Sept. 8 - 21, 2018				
Brant LaGrange	\$ 2,070.89	-	0.00	0.00	\$ 1,446.80
Jay Yanda	1,856.00	-	0.00	0.00	1,325.15
TOTAL WATER	\$ 3,926.89	\$ -	0.00	0.00	\$ 2,771.95
TOTAL - ALL DEPTS.	\$ 61,337.87	\$ 1,799.90	2.50	110.75	\$ 43,023.20

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
ACCOUNTS PAYABLE CLAIMS				
	GENERAL			
	POLICE DEPARTMENT			
BOSS OFFICE SUPPLIES & SYS INC	PD OFFICE SUPPLIES	27.15		
ELECTRONIC ENGINEERING CO	PD EQUIP REPAIR/MAINT	212.50		
FREESE MOTORS INC	PD VEHICLE OPERATING	131.40		
DENNIS J GRAY	PD KIDDE LOCK BOX	75.00		
INFRASTRUCTURE TECHNOLOGY	PD COMPUTER SUPPORT FEES	50.00		
NEXT GENERATION PLBG & HTG LLC	PD BLDG REPAIR/MAINT	124.63		
TRI COUNTY PROPANE LLC	PD FUEL	81.90		
UNITY POINT CLINIC	PD PHYSICAL - FLEMING	82.00		
		<u>784.58</u>		
	POLICE DEPARTMENT	784.58		
	AQUATIC CENTER			
ROBERT P CLAUSSEN	POOL PAINTING	10,450.00		
JOHN DEERE FINANCIAL	POOL EQUIP REPAIR/MAINT	4.19		
TYLER LUENSMAN	POOL LIFEGUARD CERTIFICATION	207.98		
MONTICELLO EXPRESS INC	POOL ADVERTISING - POOL PAWTY	163.20		
NEXT GENERATION PLBG & HTG LLC	POOL EQUIP REPAIR/MAINT	265.98		
MADELINE STADTMUELLER	POOL SWIMSUIT	49.49		
		<u>11,140.84</u>		
	AQUATIC CENTER	11,140.84		
	CEMETERY			
JOHN DEERE FINANCIAL	CEMETERY EQUIP REPAIR/MAINT	7.98		
TRI COUNTY PROPANE LLC	CEMETERY UTILITIES	287.40		
		<u>295.38</u>		
	CEMETERY	295.38		
	CLERK/CITY ADMIN			
JOHN MONK	CH JANITORIAL SERVICES	250.00		
		<u>250.00</u>		
	CLERK/CITY ADMIN	250.00		
	CITY HALL/GENERAL BLDGS			
BOSS OFFICE SUPPLIES & SYS INC	CH OFFICE SUPPLIES	20.11		
DOUG HERMAN	CH TRAVEL - LEAGUE CONFERENCE	321.55		
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK	150.00		
JOHN DEERE FINANCIAL	CH BLDG REPAIR/MAINT	35.98		
JONES COUNTY RECORDER	CH RECORDING FEE-BECKMAN/KREME	12.00		
		<u>539.64</u>		
	CITY HALL/GENERAL BLDGS	539.64		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	GENERAL	13,010.44		
	MONTICELLO BERNDES CENTER			
	PARKS			
BAKER PAPER CO INC	MBC BUILDING SUPPLIES	85.35		
BLADE PEST CONTROL INC	MBC PEST CONTROL	68.00		
CENTRAL IOWA DISTRIBUTING INC	MBC BUILDING SUPPLIES	577.00		
FAREWAY STORES #840-1	MBC CONCESSIONS	22.45		
DENNIS J GRAY	MBC BLDG REPAIR/MAINT	185.00		
INFRASTRUCTURE TECHNOLOGY	MBC EQUIP REPAIR/MAINT	50.00		
JOHN DEERE FINANCIAL	MBC EQUIP REPAIR/MAINT	21.95		
JOHN MONK	MBC JANITORIAL SERVICES	220.00		
MONTICELLO SPORTS	MBC VOLLEYBALL SYSTEM & NETS	4,200.00		
MONTICELLO YOUTH BASEBALL &	2018 BASEBALL/SOFTBALL SEASON	4,171.50		
PEPSI COLA BOTTLING CO	MBC CONCESSIONS	219.42		
SPAHN & ROSE LUMBER CO INC	MBC BLDG REPAIR/MAINT	42.00		
	PARKS	9,862.67		
	MONTICELLO BERNDES CENTER	9,862.67		
	FIRE			
	FIRE			
INTERSTATE POWER SYSTEMS	FIRE EQUIP REPAIR/MAINT	750.19		
MCALEER WATER CONDITIONING INC	FIRE SOFTENER SALT	27.40		
SPAHN & ROSE LUMBER CO INC	FIRE SUPPLIES	5.49		
	FIRE	783.08		
	FIRE	783.08		
	AMBULANCE			
	AMBULANCE			
DAWN BRUS	AMB IEMSA DUES	100.00		
NEXT GENERATION PLBG & HTG LLC	AMB BLDG REPAIR/MAINT	124.62		
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	1,971.21		
STERICYCLE, INC.	AMB PHARMACEUTICAL DISPOSAL	79.35		
	AMBULANCE	2,275.18		
	AMBULANCE	2,275.18		
	HOTEL/MOTEL TAX			

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	HOTEL/MOTEL			
WINDSTREAM IOWA-COMM. INC.	HOTEL/MOTEL PHONE	49.60		
	HOTEL/MOTEL	49.60		
	HOTEL/MOTEL TAX	49.60		
	LIBRARY IMPROVEMENT			
	LIBRARY			
BAKER & TAYLOR BOOKS	LIB IMP BOOKS	398.22		
FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS	27.48		
FOREST INCENTIVES LTD	LIB IMP PROGRAMS/PROMOTIONS	86.93		
JOHN DEERE FINANCIAL	LIB IMP PROGRAMS/PROMOTIONS	19.83		
	LIBRARY	532.46		
	LIBRARY IMPROVEMENT	532.46		
	LIBRARY			
	LIBRARY			
BAKER & TAYLOR BOOKS	LIB AUDIO RECORDINGS	14.29		
INFRASTRUCTURE TECHNOLOGY	LIB DATA PROCESSING	100.00		
MICRO MARKETING LLC	LIB BOOKS	39.19		
JOHN MONK	LIB JANITORIAL SERVICES	250.00		
SPAHN & ROSE LUMBER CO INC	LIB SIDEWALK REPAIR	20.48		
	LIBRARY	423.96		
	LIBRARY	423.96		
	AIRPORT			
	AIRPORT			
ALLIANT ENERGY-IES	20373 HWY 38 TERMINAL BLDG	733.47		
MONTICELLO AVIATION INC	AIRPORT MANAGER	2,000.00		
	AIRPORT	2,733.47		
	AIRPORT	2,733.47		
	ROAD USE			
	STREETS			

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
ALLIANT ENERGY-IES	WELTER DRIVE STREETLIGHTS	158.16		
BEHREND'S CRUSHED STONE	RU STREET MAINTENANCE SUPPLIES	342.00		
ROBERT P CLAUSSEN	RU VEHICLE REPAIR/MAINT	50.00		
FREESE MOTORS INC	RU VEHICLE REPAIR/MAINT	250.20		
IOWA DEPT OF TRANSPORTATION	RU STREET MAINTENANCE SUPPLIES	419.55		
IOWA STATE PRISON INDUSTRIES	RU STREET MAINTENANCE SUPPLIES	31.35		
JOHN DEERE FINANCIAL	RU SUPPLIES	239.67		
KROMMINGA MOTORS INC	RU EQUIP REPAIR/MAINT	86.00		
MONTICELLO MACHINE SHOP INC	RU SUPPLIES	73.70		
L.L. PELLING CO	RU STREET MAINTENANCE SUPPLIES	3,111.00		
SNYDER & ASSOCIATES, INC	N SYCAMORE ST RECONSTRUCTION	18,999.38		
SUPERIOR WELDING SUPPLY CO	RU SUPPLIES	241.12		
	STREETS	<u>24,002.13</u>		
	ROAD USE	<u>24,002.13</u>		
	TRUST/SLAVKA GEHRET FUND			
	LIBRARY			
MICRO MARKETING LLC	LIB GEHRET BOOKS	12.74		
MICHELLE TURNIS	LIB GEHRET BOOKS	24.33		
	LIBRARY	<u>37.07</u>		
	TRUST/SLAVKA GEHRET FUND	<u>37.07</u>		
	CAPITAL IMPROVEMENT			
	STREETS			
SNYDER & ASSOCIATES, INC	CAP IMP - E FIRST ST BRIDGE	20,004.67		
	STREETS	<u>20,004.67</u>		
	CAPITAL IMPROVEMENT	<u>20,004.67</u>		
	BATY DISC GOLF COURSE			
	PARKS			
D&S PORTABLES, INC.	BATY DG PORT-A-POT RENTAL	272.00		
	PARKS	<u>272.00</u>		
	BATY DISC GOLF COURSE	<u>272.00</u>		
	C.C. BIDWELL LIBRARY BOOK			

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	LIBRARY			
BAKER & TAYLOR BOOKS	LIB BIDWELL BOOKS	95.29		
CENTER POINT PUBLISHING	LIB BIDWELL BOOKS	46.74		
MICRO MARKETING LLC	LIB BIDWELL BOOKS	83.11		
		<u>225.14</u>		
	LIBRARY	225.14		
	C.C. BIDWELL LIBRARY BOOK	225.14		
	WATER			
	WATER			
IOWA DEPT OF NATURAL RESOURCES	WATER DUES - PERMIT #3987	134.00		
IOWA ONE CALL	WATER SYSTEM	31.50		
LAPORTE MOTOR SUPPLY	WATER EQUIP REPAIR/MAINT	6.74		
		<u>172.24</u>		
	WATER	172.24		
	WATER	172.24		
	SEWER			
	SEWER			
B.G. BRECKE INC	SEWER BLDG REPAIR/MAINT	262.53		
FAREWAY STORES #840-1	SEWER LAB SUPPLIES	19.92		
HACH COMPANY	SEWER LAB SUPPLIES	127.53		
IOWA ONE CALL	SEWER SYSTEM	31.50		
J&R SUPPLY INC	SEWER SYSTEM	56.00		
JOHN DEERE FINANCIAL	SEWER BLDG REPAIR/MAINT	223.76		
KROMMINGA MOTORS INC	SEWER EQUIP REPAIR/MAINT	86.00		
DAVID B MCNEILL	SEWER POSTAGE	45.37		
MONTICELLO MACHINE SHOP INC	SEWER EQUIP REPAIR/MAINT	54.43		
SUPERIOR WELDING SUPPLY CO	SEWER SUPPLIES	54.11		
TRI COUNTY PROPANE LLC	SEWER UTILITIES	1,236.12		
USA BLUE BOOK	SEWER SUPPLIES	412.15		
WINDSTREAM IOWA-COMM. INC.	SEWER PHONE	49.61		
		<u>2,659.03</u>		
	SEWER	2,659.03		
	SEWER CAPITAL IMPROVEMENT			
	SEWER			
SNYDER & ASSOCIATES, INC	SEWER FACILITY EVALUATION	2,328.00		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	SEWER	2,328.00		
	SEWER CAPITAL IMPROVEMENT	2,328.00		
	SANITATION			
	SANITATION			
FREESE MOTORS INC	SANITATION VEHICLE REP/MAINT	250.21		
JOHN DEERE FINANCIAL	SANITATION OSHA SUPPLIES	11.98		
REPUBLIC SERVICES	RESIDENTIAL RECYCLING	21,045.00		
	SANITATION	21,307.19		
	SANITATION	21,307.19		
**** SCHED TOTAL ****		100,678.33		
***** REPORT TOTAL *****		100,678.33		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS FUND SUMMARY**

FUND	FUND NAME	TOTAL	CHECK#	DATE
001	GENERAL	13,010.44		
005	MONTICELLO BERNDES CENTER	9,862.67		
015	FIRE	783.08		
016	AMBULANCE	2,275.18		
018	HOTEL/MOTEL TAX	49.60		
030	LIBRARY IMPROVEMENT	532.46		
041	LIBRARY	423.96		
046	AIRPORT	2,733.47		
110	ROAD USE	24,002.13		
178	TRUST/SLAVKA GEHRET FUND	37.07		
332	CAPITAL IMPROVEMENT	20,004.67		
338	BATY DISC GOLF COURSE	272.00		
502	C.C. BIDWELL LIBRARY BOOK	225.14		
600	WATER	172.24		
610	SEWER	2,659.03		
613	SEWER CAPITAL IMPROVEMENT	2,328.00		
670	SANITATION	21,307.19		

City Council Meeting
Prep. Date: 09/27/18
Preparer: Doug Herman



Agenda Item: |
Agenda Date: 10/01/2018

Communication Page

Agenda Items Description: Resolution to approve Tax Abatement related to property located at 205 North Chestnut Street.

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

Attachments & Enclosures:

Proposed Resolution
Application

Fiscal Impact:

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

Synopsis: Abatement Application filed by Mike Jacobs Farms, owner of home located at 205 N. Chestnut Street, Monticello.

Background Information: This Resolution provides the tax abatement as set out in the Code for Residential properties. The new value added by the improvement, up to \$75,000, is exempt from taxation for five years. This property improvement is not completed yet, however, is well under way. Approving the Resolution at this time will allow the assessor to apply the partial abatement upon completion.

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

The City of Monticello, Iowa

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

RESOLUTION

Approving Mike Jacobs Farms, Inc Tax Abatement Application related to Residential Improvements constructed at 205 North Chestnut, Monticello, Iowa.

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

WHEREAS, Mike Jacobs has completed and filed an Application for Tax Abatement related to his home, a Residentially zoned property, located at 205 North Chestnut, Monticello, Iowa, and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Application for Tax Abatement filed by Mike Jacobs as set forth above, consistent with Chapter 10 of the Monticello Code of Ordinances, said Application bearing the date of September 14, 2018 and being signed by Mike Jacobs and further directs the Monticello City Clerk to file same with the Jones County Assessor as prescribed by law.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 1st day of October, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

APPLICATION FOR TAX ABATEMENT UNDER THE
URBAN REVITALIZATION PLAN FOR

MONTICELLO, IOWA

Date 9-14-2018

Prior Approval for
Intended Improvements

Approval of Improvements
Completed

Address of Property: 205 North Chestnut, Monticello, IA. 52310

Legal Description: Lots 400 and 401; and Lots 402 and 403, Except the West
100 ft. thereof; All in Railroad Addition to the town (Now City) of Monticello, Iowa

Title Holder or Contract Buyer Mike Jacobs Farms, Inc.

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): 319-480-5600 or 319-480-1149

Existing Property Use: Residential Commercial Industrial Vacant

Proposed Property Use: Residential Commercial Industrial

Nature of Improvements: New Construction Addition General Improvements

Specify New Garage Building

Estimated or Actual Date of Completion: Nov. 1, 2018

Estimated or Actual Cost of Improvements: \$100,000

Tax Exemption Schedule is attached.

Signed: Mike Jacobs Farms, Inc. by
Mike Jacobs, President

City Council Meeting Prep. Date: 09/27/18 Preparer: Doug Herman		Agenda Item: # 2 Agenda Date: 10/01/18
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Communication Page

Agenda Items Description: Resolution to approve agreement between the City of Monticello and Cliff Payne related to Water Service Line Repair at 211/213 E. 1st Street.

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session												
Attachments & Enclosures: <table border="1" style="width: 100%;"> <tr><td>Resolution</td></tr> <tr><td>Proposed Agreement</td></tr> <tr><td> </td></tr> </table>	Resolution	Proposed Agreement		Fiscal Impact: <table border="1" style="width: 100%;"> <tr><td>Budget Line Item:</td><td> </td></tr> <tr><td>Budget Summary:</td><td> </td></tr> <tr><td>Expenditure:</td><td> </td></tr> <tr><td>Revenue:</td><td> </td></tr> </table>	Budget Line Item:		Budget Summary:		Expenditure:		Revenue:	
Resolution												
Proposed Agreement												
Budget Line Item:												
Budget Summary:												
Expenditure:												
Revenue:												

Synopsis: A water leak appeared in front of Cliff Payne’s building located at 211 and 213 E. 1st Street. After digging up the leak it was determined to be a leaking service line connection that entered the Payne property

Background Information: At the direction of the City Council and with the agreement of Cliff Payne an agreement has been drafted setting forth the terms of an agreement between the City and Payne wherein the parties agreed to share equally in the repair costs. The total cost of the repair totaled \$8,430.09 and the agreement provides that Payne will pay ½ of the total costs or \$4,215.04, with ½ due by December 1st and the 2nd ½ due by March 1st.

Recommendation: I recommend that the Council approve the proposed agreement.

The City of Monticello, Iowa

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

RESOLUTION 18-__

Approving Agreement between the City of Monticello and Cliff Payne related to Water Service Line Repair at 211/213 E. 1st Street

- WHEREAS,*** The City of Monticello, Iowa is an incorporated City within Jones County, Iowa, and
- WHEREAS,*** The Monticello City Council has directed the City Administrator to prepare an agreement between the City of Monticello and Cliff Payne, to share the costs related to a service line repair in front of and connected to the property owned by Payne at 211/213 E. 1st Street, and
- WHEREAS,*** An agreement has been prepared that sets forth a 50/50 cost share between the City of Monticello and Cliff Payne where the City will pay the sum of \$4,215.05 and Payne will pay the sum of \$4,215.04, with Payne paying his share in two equal payments of \$2,107.00 with the first payment being due on or before December 1, 2018 and the second being due on or before March 1, 2019, and
- WHEREAS,*** The City Council finds that said agreement should be approved.

NOW THEREFORE, BE IT RESOLVED that this City Council of Monticello, Iowa does hereby approve the agreement proposed between the City of Monticello and Cliff Payne as presented herein, and does hereby authorize the Mayor to execute the same 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 1st day of October, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

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

**Agreement Re:
211/213 E. 1st Street Water Service Line Repairs**

AND NOW on this ____ day of _____, 2018 the City of Monticello, Iowa, a Municipal Corporation (hereinafter "City"), and Cliff Payne, (hereinafter "Payne"), and do hereby agree to the following terms and conditions related to the water service line related repairs at 211/213 E. 1st Street, Monticello, Iowa.

GENERAL PURPOSE:

The purpose of this agreement is to set forth the terms of an agreement between the City and Payne related to costs incurred by the City to repair a water service line that previously supplied the building owned by Payne at 211/213 E. 1st Street, that was abandoned at some point in the past, and began to leak under the City sidewalk and street in front of the Payne building.

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

I. Repairs:

The parties acknowledge that repairs were made to the leaking abandoned service line that previously fed the building owned by Payne at 211/213 E. 1st Street in the amount of \$8,430.09.

II. Cost Share:

The parties acknowledge that they have agreed to share equally, City \$4,215.05 and Payne \$4,215.04 in the repair expenses due to the nature of the repairs and due to the fact that it appears that the City allowed, or at a minimum failed to stop, someone from abandoning a service line under the sidewalk/street in a manner that created this future leak many years ago.

III. Timing of Payments:

One-half of the balance due from Payne to the City in the amount of \$2,107.52 will be paid by December 1, 2018 and one-half of the balance due from Payne to the City in the amount of \$2,107.52 will be paid by March 1, 2019.

Signed and dated this ____ day of _____, 2018.

City of Monticello, Iowa

Brian Wolken, Mayor

Signed and dated this ____ day of _____, 2018.

Cliff Payne

Cliff Payne

State of Iowa)
)§
County of Jones)

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

Notary Public, State of Iowa

State of Iowa)
)§
County of Jones)

Subscribed and sworn to this ____ day of _____, 2018 by Cliff Payne, known to me to be the identical person named herein, who swore and affirmed that he executed the above and foregoing as an expression of his voluntary act and deed.

Notary Public, State of Iowa

City Council Meeting
Prep. Date: 09/27/18
Preparer: Doug Herman



Agenda Item: 3
Agenda Date: 10/01/2018

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)

At the last meeting the Council generally discussed bids received from Tony/Brandon Kraus and Brock Barnhart. Details weren't discussed due to necessary follow up related to potential differences in the contractor's bids. The Council authorized the City Admin. to award the project to the lowest bidder, for the tower and the bid alternate combined after working through bid differences. During the process of working through bid differences I discussed the project with a number of you and based upon the differences of opinions I thought it best to re-address this project with you tonight. The primary differences between the bids are:

1. Kraus proposes aluminum prefabricated vents while Barnhart would assemble vents from custom made parts.
2. Kraus would use scaffolding on Comm. Bldg. Flat Roof section during project, putting holes in roof to do so during the project that would be patched after the project. Barnhart would complete project with lift only, no scaffolding on flat roof.
3. With regard to the Bid Alternate "eyebrow" roof. Kraus' original bid did not include doing anything with the eyebrow roof. Because Barnhart's bid did include the removal and replacement of that eyebrow roof I asked Kraus to bid it as well. Barnhart's bid was to replace the eyebrow roof with a similar seamless steel material while Kraus' bid would, as I understand it, leave the current roof in place and cover it with a standing seam roof material.

- a. Another option is to not remove or cover the current eyebrow roof with new steel but to paint/caulk it instead. I cannot speak to the overall condition of the eyebrow roof and whether or not painting/caulking is a good idea.

Bids:

1. Kraus Kustom Builders			
a. Base Bid	\$53,896		
b. Bid Alternate	\$ 2,650		\$56,546
2. Barnhart Construction			
a. Base Bid	\$46,608		
b. Bid Alternate	\$11,686		\$58,294

As you can see from the bids as they currently stand the Barnhart bid is approximately \$7,000 less than the Kraus bid on the Tower portion of the project and the Kraus bid is approximately \$9,000 less than the Barnhart bid on the Bid Alternate.

It is my understanding that Kraus would complete the project this fall and that Barnhart may be able to with adequate weather but that he may not get to it until spring. I have verified with the insurance company that spring completion would not be objectionable.

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 two bids were received and opened at or about 1:30 p.m., and

WHEREAS, After the receipt of bids and follow up with the bidders, the current bids are as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Bid Alternate #1</u>
Kraus Kustom	\$53,896	\$ 2,650
Barnhart Construction	\$46,608	\$11,686

-and-

WHEREAS, The Council considered the approval of this project at the meeting of September 17th and authorized the City Administrator to award the project, however, after a review of the bids and questioning of the bidders, the City Administrator in consultation with the Mayor and some Council members, determined it best to review the bids and specifically their differences in the bids before proceeding, and

WHEREAS, after a review of the bids and consideration of the bid differences, the Council finds it appropriate to award the **base bid and/or bid alternate #1** to

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 1st day of October, 2018 that the Bids identified above are hereby accepted and the Base Bid is hereby awarded to _____, and Bid Alternate #1 is _____. 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 1st day of October, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

Community Building Clock Tower Bids

Contractor/Bidder	Date/Time of Bid	Base Bid	Bid Alt. #1	Total	Notes
Barnhart	9/17/2018 at 8:53	\$46,608	\$11,686	\$58,294	Cannot complete until '19
Accent Const.	9/17/2018 at 10:36	\$53,896	\$ 1,450	\$55,346	

Kraus

Barnhart to replace tin below gables with 24 gauge white steel, included in bid. (They are recalculating their bid on Bid Alternate #1, thinking it was miscalculated too high, and will get me updated number tomorrow)

Kraus bid did not include tin replacement but he will get me a new number on that tomorrow.

Total insurance proceeds right at \$27,000

Barnhart Construction Co.
P.O. Box 634
Monticello, IA 52310
(319) 465-3941
barnhartconstruction@hotmail.com

Thanks
For Your
Business

Quality Workmanship
Dependable Service
Since 1969
Fully Insured

City of Monticello
200 E First Street
Monticello, IA 52310

September 17, 2018
319-465-6435

Clock Tower Siding (LP Smartside)

Lower Portion Around Clock Faces: Remove existing vertical aluminum siding. Install vapor barrier. Install prefinished LP Smartside corner trim, frieze board trim, and 8" textured strand lap siding. Color to be selected (From standard colors) by owner, black is not a standard color and would incur an upcharge. Price includes rental of boom truck to reach work area.

Upper Portion by Vents: Remove existing horizontal aluminum siding. Install vapor barrier. Install prefinished LP Smartside corner trim, frieze board trim, 6" textured strand lap siding. Color to be selected (From standard colors) by owner, black is not a standard color and would incur an upcharge. Price includes rental of boom truck and lift to reach work area.

Louvered Vents: Install new louvered vents in clock tower. Remove and dispose of 12 existing louvered vents. Fabricate new louvered vents out of 24 gauge painted white steel. (24-gauge black steel is not available from our standard supplier. If customer would like black, we will have to quote that from an alternate supplier and would incur additional cost). Vents will have 1/4" hardware cloth backing. Space between louvers will be kept to a minimum to avoid rain and snow infiltration.

Standard Colors for LP Smartside: <http://prefinishedstaining.com/standard-colors/>

Total Cost Labor and Materials: \$46,608.00

Signed contract and 50% down payment required before material is ordered. Materials will be ordered and stored until work commences, to lock in current pricing. Work to be completed Spring of 2019, as soon as weather permits.

Option 1: Install LP Smartside scallops or shakes in North and South gables of Community building. Price includes 24-gauge white steel on tin roofs sections directly below each gable. (24-gauge black steel is not available from our standard supplier. If customer would like black, we will have to quote that from an alternate supplier).

Add to the above: \$11,686.00

We are an Iowa Certified Lead Safe Renovator. We comply with requirements for proper containment and clean up of debris known to contain lead. Our bids are designed to eliminate cost overrun so there will be no additional charges for what has been proposed. If additional woodworking, materials, etc. are found to be needed it will be brought to the attention of the owner, and will be time and materials agreeable to both parties. **50% down payment required before work is started and materials ordered, balance due upon completion. We are fully insured to protect the customer from any liability lawsuits arising from injuries, etc.**

Brock Barnhart
Barnhart Construction Co.

Customers Signature

Kraus Kustom Builders

21472 River Road
Monticello, IA. 52310

Quote

Date	Quote #
9/14/2018	101

Name / Address
City of Monticello 200 East 1st Street Monticello, IA. 52310

Rep	Project

Description	Qty	Total
Material and labor quote for Clock Tower Siding Project and alternate bid		0.00
Base bid total \$ 53,896.00		
Bid alternate # 1 \$1,000.00		
See Pg 2		
Project start date for both bids: October 15th 2018, Project completion date: November 2nd 2018		0.00
Thank you	Total	\$0.00

Kraus Kustom Builders

21472 River Road
 Monticello, IA. 52310

Quote

Date	Quote #
9/18/2018	103

Name / Address
City of Monticello 200 East 1st Street Monticello, IA. 52310

Rep	Project

Description	Qty	Total
Material and labor quote for Clock Tower Siding Project alternate bid and eyebrow roof replacement addendum. *Remove existing single layer of roof metal from north and south roof eyebrows. *Cover roof areas with synthetic shingle underlayment. *Install new painted metal roof eave flash and starter strip, install new Metal Sales/Image 2 standing seam roof panels with hidden fastener installation system, 16" wide panels, install roof to wall flash. *Clean up area and haul away waste material. Eyebrow roofs \$ 1,200.00 Bid alternate # 1 1,450.00 Total \$ 2,650.00		0.00
		0.00
Thank you	Total	\$0.00

City Council Meeting
Prep. Date: 09/27/18
Preparer: Doug Herman



Agenda Item: 4
Agenda Date: 10/01/2018

Communication Page

Agenda Items Description: Resolution to approve Sewer Bill Credit to Mark Kelchen.

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

Attachments & Enclosures:

Application for Credit

Resolution

Fiscal Impact:

Budget Line Item:

n/a

Budget Summary:

n/a

Expenditure:

n/a

Revenue:

n/a

Synopsis: Request has been received for sewer fee credit from Mark Kelchen based upon broken pipe.

Background Information: Mark Kelchen experienced a broken water fitting at his residence creating two large water/sewer bills. It has been verified that the break occurred and that the leaking water did not enter the City sewer system. The "high" normal sewer bill for Mark Kelchen is \$15.26 / month. The two overages totaled \$51.26 and \$193.66.

Based upon the normal invoice and the two overages it appears that a one-time credit is appropriate in the amount of \$214.40 (\$244.92 total sewer charges over two months less two normal "high" charges in the amount of \$15.26 x 2 or \$30.52, resulting in a net credit of \$214.40)

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

The City of Monticello, Iowa

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

RESOLUTION #18-__

Approving \$214.40 credit against Mark Kelchen Utility Account

WHEREAS, The City of Monticello has received a request for a credit against the Mark Kelchen utility account, and

WHEREAS, The Council finds that the water usage at the Mark Kelchen home far exceeded its' normal use due to a leaking pipe and that the water, when leaking, entered the earth and not the City sewer system, and

WHEREAS, The Council finds that a normal sewer bill for the Mark Kelchen home totals approximately \$15.26 and Mark Kelchen received invoices for sewer services for the months of September and October in the amounts of \$51.26 and \$193.66 for the months of August and September, 2018 and that a one-time credit in the amount of \$214.40 would be appropriate under the current policy of the City of Monticello.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve a credit of \$214.40 against the Mark Kelchen Combined Utility Account.

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 1st day of October, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

CUSTOMER REQUEST
SEWER BILL CREDIT
CITY OF MONTICELLO
200 EAST FIRST STREET
MONTICELLO, IOWA 52310
(319)465-3577

Name: Mark Keldhen
Address: 211 E 11th Lot I
Account No. 404610402
Contact Person: Mark Keldhen Phone No. 319 480 1271

Description of Leak: Broken water fitting

Repairs Made: Removed & Replaced fitting
Date: 8-11-18

Plumber: Monti Elec. & Plumbing

CUSTOMER REQUEST

I hereby request an adjustment to my sewer bill due to a leak in my plumbing system. I verify that I have not received any previous adjustments to my sewer bill. I acknowledge that I will not qualify for any future adjustments to my sewer bill due to leaks in my plumbing system.

Customer Signature: Mark Keldhen Date: 8-12-18

Customer Signature: _____ Date: _____

CITY AUTHORIZATION

Reviewed and Accepted – Credit Authorization for \$ _____

- Attachments: 1. Copy of Plumber's Bill _____
2. Calculation of Credit _____
3. Print out of adjustment page _____

Mayor Date

City Administrator Date

Plumber's Verification
To
City of Monticello, Iowa

Plumber: Mont. Pkg Hy & Elec

Address: 22387 150th Ave Monticello IA 52310

Phone: 319-465-4669

Customer Name: Mark Keldchen

Customer Address: 211 Lot I E 11th St.

The following repairs have been made to the above address to repair a leak in the plumbing system:

T on the main line going to back bathroom cracked and broke

I verify that these leaks were not caused by the owner's negligence, in my opinion.

A copy of my invoice is attached.

Plumber's Signature: Ted Kraus

Print Name: Ted Kraus

Date: Aug 16, 2018

City Council Meeting
Prep. Date: 09/27/18
Preparer: Doug Herman



Agenda Item: 5
Agenda Date: 10/01/2018

Communication Page

Agenda Items Description: Resolution to approve Plat of Survey to 2018-57 and Easement A and Easement B.

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

Attachments & Enclosures:

Proposed Resolution
Plat of Survey
Aerial

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Survey of Plat of Survey and Easements related to Dave Schoon Farmhouse adjacent to Schoon Addition.

Background Information: The Schoon farm house was recently separated by survey from the Schoon “dealership” and this Plat of Survey shows the plat on which the farm house is located as well as Easement A and Easement B that basically lie over an existing driveway.

The P & Z has reviewed and recommends this Plat of Survey for approval. The Council previously approved of the division of this property in such a fashion, separating the farm house from the balance of the property.

Staff Recommendation: I recommend that the Council approve the Plat of Survey to Parcel 2018-57 and Easement A and Easement B.

The City of Monticello, Iowa

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

RESOLUTION #18-__

Resolution Approving Plat of Survey to Parcel 2018-57 and Related Easement A and Easement B

WHEREAS, A Plat of Survey creating Parcel 2018-57 and Easement A and Easement B related thereto has been presented to the City Council for approval, same being located within the two-mile jurisdiction of the City limits of the City of Monticello, and

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Plat of Survey to Parcel 2018-57 and related Easement A and Easement B.

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 1st day of October, 2018.

Brian Wolken, Mayor

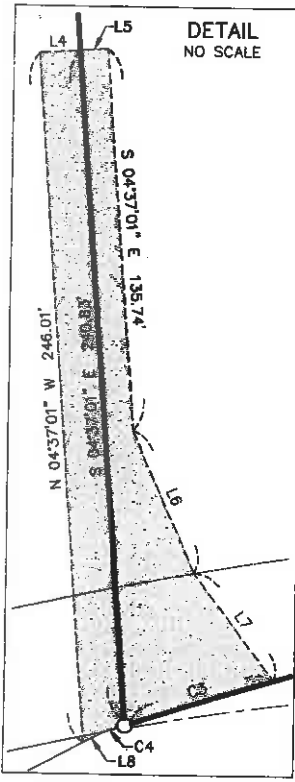
Attest:

Sally Hinrichsen, Monticello City Clerk

LOCATION: SECTION 21, T86N, R3W, SW OF SW
SECTION 28, T86N, R3W, NW OF NW
PROPRIETORS: VERA FAE SCHOON ESTATE
REQUESTOR: LAVERN SCHOON
SURVEYOR: BILL BURGER
SURVEYOR COMPANY: WM. BURGER LANDSURVEYOR
BILL BURGER, 510 3RD STREET WEST COURT,
WORTHINGTON, IA 52078 | (563) 853-2028

PREPARED BY BILL BURGER 510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078 (563) 853 2028

PLAT OF SURVEY **PARCEL 2018-57** PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-ONE (21) AND PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-EIGHT (28), ALL IN TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF MONTICELLO, JONES COUNTY, IOWA

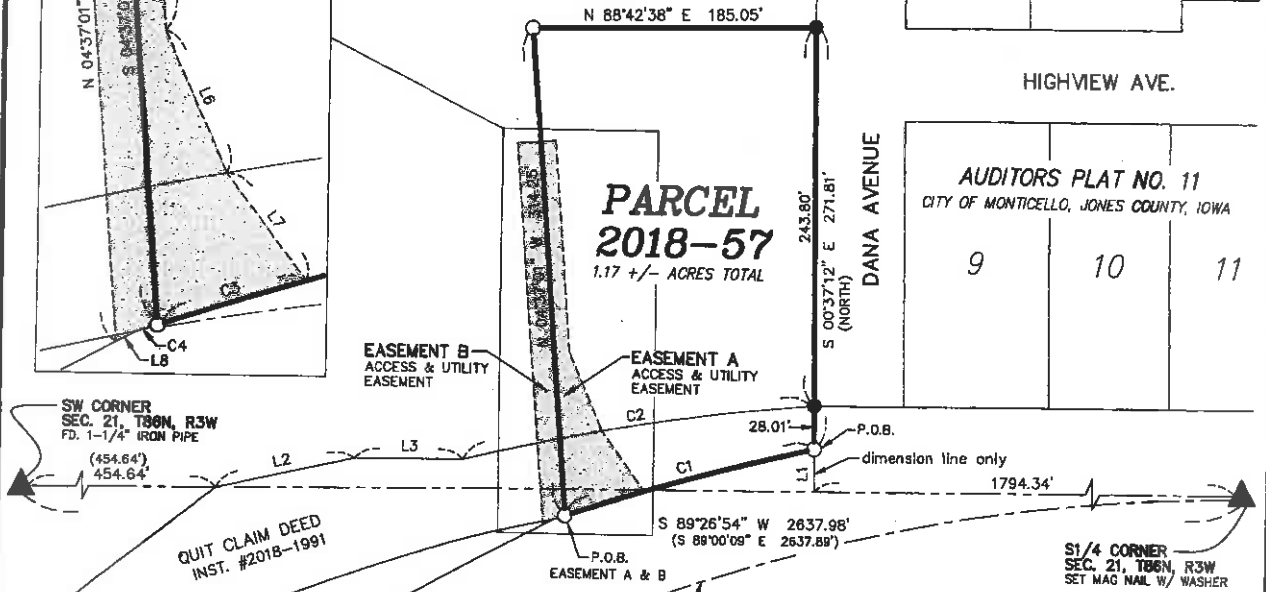
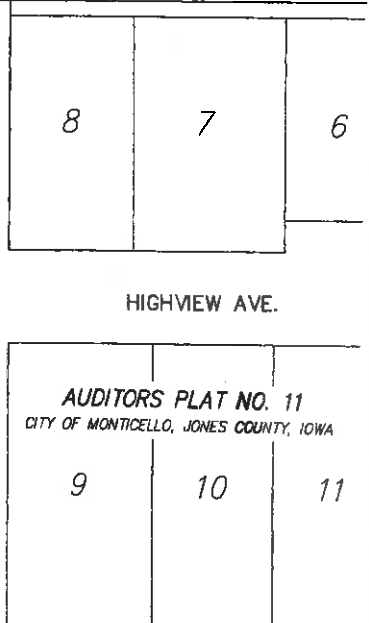


ACREAGE SUMMARY TABLE

PARCEL	SW1/4 SW1/4 SEC. 21, T86N, R3W	NW1/4 NW1/4 SEC. 28, T86N, R3W
2018-57	1.16 +/-	0.01 +/-

LINE	BEARING	DISTANCE
L1	N 00°37'12\" W	27.18'
L2	N 77°11'55\" E (N 77°24'41\" E)	89.85' (89.85')
L3	N 89°46'48\" E (N 89°59'37\" E)	72.05' (72.05')
L4	N 85°52'55\" E	15.00'
L5	N 85°52'55\" E	10.00'
L6	S 23°59'42\" E	55.70'
L7	S 36°52'54\" E	47.53'
L8	S 62°16'35\" W (S 62°29'20\" W)	6.18'

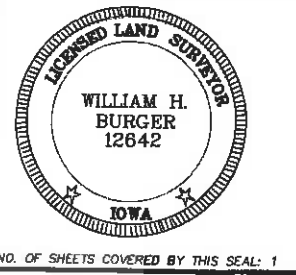
SW1/4 SW1/4
SEC. 21, T86N, R3W



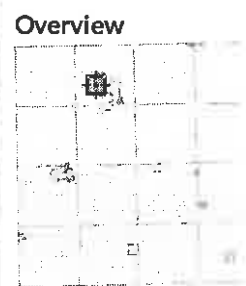
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	168.98'	1816.92'	05°19'43"	S 74°20'24\" W	168.92'
C2	232.20'	1499.69'	08°52'16"	S 80°23'23\" W	231.97'
C3	55.24'	1816.92'	01°44'30"	S 72°32'48\" W	55.23'
C4	7.70'	1816.92'	00°14'34"	S 71°33'16\" W	7.70'

LEGEND

- SET 1/2" IRON ROD W/ YELLOW CAP #12842
- FD. 1-1/4" IRON PIPE
- BOUNDARY LINE SURVEYED
- - - 1/4 1/4 SECTION LINE
- R.O.W. LINE
- - - CENTERLINE OF ROAD
- () RECORDED AS P.O.B.
- POINT OF BEGINNING



DATE OF SURVEY: 6/28/2017
 PROPRIETORS: SEE INDEX LEGEND
 I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2018.
 Wm. Burger
 LandSurveyor
 510 3rd Street West Court
 Worthington, Iowa 52078
 WILLIAM H. BURGER #12642 9/4/18 DATE



- Legend**
- Parcels
 - Cartography
 - Major Roads

Parcel ID	0228102001	Alternate ID	005900	Owner Address	ZUMBACH, GARRY TRUSTEE ET AL
Sec/Twp/Rng	28-86-03	Class	A		21473 200TH AVE
Property Address		Acreeage	33.61		MONTICELLO IA 52310
District	MONAG				
Brief Tax Description	28 86 03 NW NW EXC 1A NW CORNER				
	(Note: Not to be used on legal documents)				

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

Date created: 9/27/2018
 Last Data Uploaded: 9/26/2018 5:54:00 PM



City Council Meeting
Prep. Date: 09/27/18
Preparer: Doug Herman



Agenda Item: 6
Agenda Date: 10/01/2018

Communication Page

Agenda Items Description: Resolution to approve 28E Agreement between the School and the City with regard to the establishment of a School Resource Officer.

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

Attachments & Enclosures:

Proposed Resolution
Proposed Agreement

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Council consideration of 28E Agreement between School and City to establish School Resource Office and sharing of expenses related thereto.

Background Information: The Council has previously generally approved of the creation and approval of a 28E Agreement that established a School Resource Officer, a position to be shared by the City and the School.

The School Board has approved the proposed agreement and with the approval of the City Council the agreement will final and the SRO position will be created and will move forward.

The 28E Agreement is attached so I will not go into great detail herein but will allow you to read it. Any specific questions may be forwarded to Chief Smith who was definitely more involved than I. One key element is that the cost share will be 60% School and 40% City.

Staff Recommendation: I recommend that the Council consider the approval of the proposed 28E Agreement between the City of Monticello and the Monticello Community School District.

THE CITY OF MONTICELLO, IOWA

RESOLUTION #18-__

Resolution to approve 28E Agreement between the School and the City establishing a School Resource Officer

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

WHEREAS, The City of Monticello Police Chief has been working with the Monticello Community School District, at the request of the School, to create an agreement that establishes a School Resource Officer, and

WHEREAS, The Monticello School Board has recently approved the proposed 28E agreement setting forth the terms associated with the creation of the SRO and setting forth the responsibilities of the City and the School in regard thereto, and

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

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council in session this 1st day of October, 2018 that the proposed 28E Agreement between the City of Monticello and the Monticello Community School District for School Resource Officer Program is hereby approved and the Mayor is hereby directed to execute the 28E 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 1st day of October, 2018.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

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

This agreement made and entered into this 1st day of October, 2018, by and between the MONTICELLO COMMUNITY SCHOOL DISTRICT (hereinafter referred to as "District") and the CITY OF MONTICELLO, IOWA POLICE DEPARTMENT (hereinafter referred to as "City")

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

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

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

ARTICLE I
General

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

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

ARTICLE II
SELECTION

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

SUPERVISION

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

REGULAR DUTY HOURS

1. Generally, the SRO shall be on District property from 7:30 am until 3:30 pm working with administrators and students on a flexible and as-needed basis during the in-session school calendar year.
2. A request for the SRO attendance at District Board Meetings, District Planning Sessions, or Extracurricular School related events both during the District Calendar year and during the School "offseason" shall be made sufficiently in advance.

3. If at the direction of the Chief of Police the SRO will be reassigned for an extended period of time, the monthly invoicing rate may be adjusted as agreed upon by the District Superintendent and the Chief of Police.
4. The SRO may be temporarily reassigned by the police department during school holidays and vacations and/or during times of police emergency.

EQUIPMENT OF SCHOOL RESOURCE OFFICER

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

ARTICLE III

DUTIES AND RESPONSIBILITIES OF SRO

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

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF THE DISTRICT

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

1. Access to an appropriate office setup, which includes file storage and a workspace for use when documentation, interviews, student/parent meetings occur.
2. Access to District Internet service
3. Training on school specific protocols.

ARTICLE V
EMPLOYMENT STATUS

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

ARTICLE VI
FINANCING

The District shall pay 60% of the complete cost of one Certified Full-Time Police Officer for the City of Monticello. The City shall pay the remainder of the complete cost of one certified Full-Time Police Officer.

FY 2019	October 9th, 2018-May, 2019
District	\$31,971.51

FY 2020	August, 2019-May, 2020
District	\$41,846.95

FY 2021	August, 2020-May, 2021
District	\$42,508.85

The City and the District shall share in any funds received by either of them from sources other than the City and District, including without limitation state and federal grants, which are designed for the SRO program. These funds will be used to lower the annual complete cost of the SRO.

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

ARTICLE VII
TERMINATION AGREEMENT

The terms of this agreement shall begin on October 9th, 2018. This agreement may be renewed by mutual agreement. This agreement may be terminated by either party upon a one-year written notification to the other party. By mutual agreement the notification period may be less than one year.

ARTICLE VIII
MODIFICATION

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

ARTICLE IX
INDEMNIFICATION

The District agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees, against any and all claims, suits, actions, debts, damages, costs, charges and expenses, against any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including court costs and

attorney's fees, and against all liability for property damage and personal injury, including death resulting directly or indirectly therefrom, arising from any acts or omissions of the District, either active or passive, or those of its agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this agreement.

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

ARTICLE X

TERM

The term of this agreement shall begin on October 9th, 2018 and expire on June 30th, 2021

ARTICLE XI

SIGNATURES

Representatives of the Monticello Community School District and the City of Monticello sign this Agreement by the authority of a resolution adopted by the Monticello School Board and the Monticello City Council.



School District Representative

Board President

Title



Date

City Representative

Title

Date

City Council Meeting
Prep. Date: 09/27/18
Preparer: Doug Herman



Agenda Item: 7
Agenda Date: 10/01/2018

Communication Page

Agenda Items Description: Ordinance to amend Chapter 50.10 Animal Protection and Control.

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

Attachments & Enclosures:

Proposed Ordinance

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Potential amendments to Ordinance associated with Animal Protection and Control.

Background Information: A committee of Chief Smith, myself, as well as Councilpersons Lux, Goedken, and Pratt met to discuss and make recommendations related to potential changes or amendments to Chapter 50 provisions associated with Animal Protection and Control, specifically related to the “Pitbull” ban, to provisions associated with “vicious dog” and “aggressive dog”, and considerations associated with whether or not a “Pitbull” may be maintained within the City limits if said animal is an emotional support animal.

The attached Ordinance sets forth certain amendments that are highlighted and will, therefore stand out when you review it. I will summarize the potential changes below:

1. 50.10(2)(c)(3)(q) has been determined to include more language than necessary and may create confusion and will, therefore, be proposed to be amended to delete the unnecessary language.
 - a. This same section has been proposed to be amended to add language to clarify the Council position on Emotional Support Animal “Pitbull” varieties, making it clear that Pitbulls will not be allowed to remain in the City Limits even if the owner presents evidence or argument that their Pitbull is an Emotional Support Animal if that evidence has not been received by the City Council by October 1, 2018.
2. 50.10(16)(H) has been recommended for addition, making it possible for the Police Chief to direct that an animal be removed from the City limits if it has caused/created a serious injury. As the Ordinance is presently written a dog will be deemed a vicious dog if it is found to have bitten once in an unprovoked manner. Once designated a “vicious dog” the animal is subject to “confinement” as set out within 50.10(16)(D) but not removal. 50.10(16)(H) permits removal and provides an opportunity to request a hearing with the City Council.

I have spent additional time investigating model Pit bull ban Ordinances and have proposed significant additional language to the draft ordinance, not only setting out what I would refer to as the general reasoning behind pit bull ban ordinances as well as Ordinance language.

Staff Recommendation: There is a lot of language in the proposed draft ordinance and you may want to let it sink in for a while before voting. The result doesn't change the current Code it just provides background/support and clarifies what is banned and the hearing process related thereto. It also provides a basis for the Devilbiss family to keep their pit bull but to foreclose future Emotional Support Animal pit bulls. The second portion of the draft ordinance deals with "serious injury" and the Chief's ability to remove an animal guilty of a serious injury.

I recommend that the Council consider the proposed Ordinance and take action deemed appropriate.

ORDINANCE NO. 683

**An Ordinance Amending the Monticello Code of Ordinances, by amending Provisions
Pertaining to Animal Protection and Control**

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

SECTION 1. Amendments to Chapter 50, Section 10:

Chapter 50.10(2)(E) "Owner" shall be renumbered 50.10(2)(F) but otherwise unchanged

Chapter 50.10(2)(C)(3)(q) currently read as follows:

Staffordshire terrier breed of dog; the American pit bull terrier breed of dog; the American Staffordshire terrier breed of dog; dogs of mixed breed or of other breeds than above listed which breed or mixed breed is known a pit bulls, pit bull dogs or pit bull terriers; or any dog which has the appearance and characteristics of being predominantly of the breeds of Staffordshire terrier, American pit bull terrier, American Staffordshire terrier; any other breed commonly known as pit bulls, pit bull dogs or pit bull terriers or combination of any of these breeds.

Chapter 50.10(2)(C)(3)(q), which is commonly known as the Pit Bull ban, shall be deleted from the Code of Ordinances and replaced with new, albeit similar but more detailed language at 50.10(E) based upon the following rationale:

FINDINGS BY THE CITY COUNCIL

WHEREAS, the breeds of dogs known as "pit bulls" include any American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying the majority of physical traits of any one or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and

WHEREAS, the breeds of dogs known as "pit bulls" have been selectively bred for the purpose of bull baiting, bear baiting, and dog fighting for hundreds of years; and

WHEREAS, over the course of the history of "pit bulls", owners and breeders have selectively bred these dogs in order to increase their tendencies to engage in behaviors that are greatly valued in the fighting ring, such as, but not limited to, their ability to initiate in surprise attacks, cause massive damage to their opponent, withstand the infliction of great amounts of pain and force to maintain a tenacious attack for a long period of time, and be willing to fight to the death; and

WHEREAS, owners and breeders have no reasonable and ethical manner to selectively breed "pit bulls" so as to reduce these dangerous behavioral tendencies, and

WHEREAS, animal behavioral experts have verified that “pit bulls” engaged in dog fighting which display aggressive behaviors towards humans are no longer killed, but such behaviors are now continued in breeding lines as the owners have an economic incentive to sell such dogs to irresponsible or unsuspecting individuals, therefore resulting in the leaking of human aggressive “pit bulls” into the general dog population; and

WHEREAS, the characteristics selectively bred into or otherwise commonly found in those dogs include: 1) A diminished tendency to bark, growl, or otherwise display behavioral or body language signals that would warn their prey of an intent to immediately attack, resulting in victims being caught by surprise and being placed in a reduced capacity to defend themselves against attack, exposing the victim to an increased risk of having more severe injuries inflicted upon them than those inflicted by other breeds; and 2) Once engaged in an attack, a higher tendency to be tenacious and never quitting the attack, with a willingness to fight to the death, which results in more severe injuries than those inflicted by other breeds; and 3) The increased tendency to be able to continue with an attack notwithstanding the infliction of great pain, including, but not limited to, being shot or hit with great force, which makes it difficult for a person or animal to fight off a pit bull attack, or for a third party to come to the rescue of the pit bull’s victim; and 4) An increased tendency to engage in bite, hold, and tear attack methods, where the pit bull will jump up and bite deeply into its victim’s body, holding its bite, and shaking its head back and forth, tearing the flesh, muscle, and blood vessels of the victim, which has resulted in extremely painful, horrific, and grotesque injuries to human victims, described by medical experts as more similar to injuries suffered as a result of shark attacks; and

WHEREAS, a combination of these characteristics listed above have been determined to result in the increased likelihood that should a pit bull attack, there is a higher likelihood of serious bodily injuries or death being inflicted upon its victim, which makes pit bulls uniquely more dangerous, even to their owners, as compared to other breeds of dogs; and

WHEREAS, increasing the exposure of pit bull owners to civil and/or criminal liability, after an attack has occurred, would have little deterrent effect upon those owners who are “irresponsible”, as they, by definition, lack of care for consequences and therefore present the greatest risk of engaging in dangerous negligent or reckless management techniques with their pit bulls; and

WHEREAS, this Council determines that a governmental policy designed to accept the occurrence of serious pit bull maulings and to only provide for governmental response after a mauling is not as preferable as a policy that also provides an objectively reliable method to prevent such pit bull attacks and maulings in the first place; and **WHEREAS**, other cities across America have found that pit bulls are so dangerous to humans and other animals that special legislation restricting or prohibiting their ownership has been enacted; and

WHEREAS, in 1897 the United States Supreme Court ruled that domesticated pets are considered as qualified legal property, and “might be destroyed or otherwise dealt with, as in the judgment of the legislature is necessary for the protection of its citizens”; and

WHEREAS, the State Supreme Courts of New Mexico, Kansas, and Colorado have upheld pit bull restrictions as being constitutional as rationally related to legitimate government interests, and

WHEREAS, the mere possession of pit bulls poses a significant threat to the health, welfare and safety of our citizens; and

WHEREAS, the Council believes, after balancing the interests involved, it is necessary to prohibit, subject to certain exceptions with certain restrictions, pit bulls in order to protect human health, welfare and safety within the City of Monticello

Chapter 50.10(E) shall, based upon the above rationale, read as follows:

50.10(E) Pit bulls prohibited

1. It shall be unlawful for any person to own, possess, keep, exercise control over, maintain, harbor, transport, or sell within the city any pit bull.
2. Definitions.
 - a. The City Administrator or the Police Chief, or their designee, is the administrative official with the legal managerial authority over the policies and procedures and day to day operation of the municipal animal care and control agency.
 - b. An "owner," for purposes of this chapter, is defined as any person who owns, possesses, keeps, exercises control over, maintains, harbors, transports or sells an animal.
 - c. A "pit bull," for purposes of this chapter, is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or and dogs of mixed or other breeds whose lineage includes those breeds of dog regardless of the percentage of lineage.
 - d. A "secure temporary enclosure," for purposes of this chapter, is a secure enclosure used for purposes of transporting a pit bull and which includes a top and bottom permanently attached to the sides except for a "door" for removal of the pit bull. Such enclosure must be of such material, and such door closed and secured in such a manner that the pit bull cannot exit the enclosure on its own or have the capacity to bite any person either handling or in close proximity to the enclosure.
3. Exceptions. The prohibition in subsection (1) of this section shall not apply in the following enumerated circumstances.
 - a. The City's municipal animal control agency, or their properly authorized agent, may temporarily harbor and transport any pit bull for purposes of enforcing the provisions of this chapter.

b. Any non-profit animal welfare organization lawfully operating an animal shelter in the city may temporarily hold any pit bull that it has received or otherwise recovered.

c. A person may temporarily transport into and hold in the city a pit bull only for the purpose of showing such pit bull in a place of public exhibition, contest or show sponsored by a bona fide dog club association or similar organization, where sponsor provide sufficient evidence of a valid liability insurance policy for the event, providing \$1,000,000.00 in liability coverage to the members of the attending public and the City. However, the sponsor of the exhibition, contest, or show must receive written permission from the City Administrator or Police Chief, or their designee, must obtain any other permits or licenses required by city ordinance, and must provide protective measures adequate to prevent pit bulls from escaping or injuring the public. The person who transports and holds a pit bull for showing shall, at all times when the pit bull is being transported within the city to and from the place of exhibition, contest, or show, shall keep the pit bull confined in a "secure temporary enclosure" as defined in subdivision (2)(d).

d. Except as provided in subdivision (c), above, the owner of a pit bull may temporarily transport a pit bull continuously through the city, only if such pit bull is being transported either from a point outside the city directly to a destination outside the city, or between a point outside the city to an airport, train station or bus station within the city. During such Interjurisdictional transportation, the owner may only stop in the city where such stoppage is necessary and solely related to the continuing ability of the owner to continue said transportation, including, but not limited to the refueling or repair of a motor vehicle. The pit bull must be maintained at all times inside a secure temporary enclosure, as defined in subdivision (2)(d), which may include inside of the passenger compartment of a private motor vehicle, with all accessible windows closed.

e. The owner of any pit bull which received certification or other formal recognition as an Emotional Support Animal, with evidence of said certification or recognition having been provided to the City on or before October 1, 2018 shall be allowed to keep such pit bull within the city. As a condition of said allowance the owner shall be subject to the following requirements:

1. The owner of the pit bull shall provide proof of continuous rabies vaccination, and shall pay the annual pit bull maintenance fee of fifty dollars (\$50.00).

2. The owner must be at least twenty-one (21) years of age as of January 1, 2018.

3. The owner shall present to the City with proof that the owner has procured liability insurance in the amount of at least one hundred thousand

dollars (\$____,000.00)¹, covering any damage or injury which may be caused by a pit bull during the twelve-month period covered by the pit bull maintenance fee. The policy shall contain a provision requiring the insurance company to provide written notice to the City not less than fifteen (15) days prior to any cancellation, termination, or expiration of the policy.

4. The owner shall, at the owner's own expense, have the pit bull spayed or neutered and shall present to the Director documentary proof from a licensed veterinarian that this sterilization has been performed.

5. A micro-chip emitting an electronic signal carrying a unique identifying code shall also be subcutaneously implanted in the pit bull. The Director shall maintain a file containing the registration numbers and names of the pit bulls and the names and addresses of the owners. The owner shall notify the Director of any change of address.

6. Any pit bull allowed under the provisions of (3)(E) herein shall at all time either be confined in the home of the owner or maintained under the control of the owner on a leash of no greater than 6' in length.

7. At all times when the pit bull is away from the property of the owner, the owner shall keep the pit bull either securely leashed on a leash of no greater than 6' in length or in a "secure temporary enclosure," as that term is defined in subdivision (2)(d) of this section or safely and securely confined in the home of another while in the presence of the Owner as that term is defined in (2)(b) of this section.

8. The owner shall not sell or otherwise transfer the pit bull to any person except a member of the owner's immediate family who will then become the owner and will be subject to all of the provisions of this section. The owner shall notify the City within five (5) days in the event that the pit bull is lost, stolen, dies, or has a litter.

a. In the event of a litter, the owner shall permanently remove the puppies from the city and provide sufficient evidence of such removal by the time the puppies are weaned, but in no event shall the owner be allowed to keep in the city a pit bull puppy born after the date of publication of the ordinance, that is more than eight (8) weeks old. Any pit bull puppies kept contrary to the provisions of this subdivision are subject to immediate impoundment and disposal pursuant to subsection (f) of this section.

¹ The amount of coverage required may need to take into consideration the current cost of medical care in 3 the worst case scenario in consultation with the liability insurance industry

9. The owner shall post a conspicuous and clearly legible sign at each possible entrance to the owner's property where the pit bull is kept. Such sign must be rectangular with dimensions of at least one foot (12 inches) in height by two feet (24 inches), with lettering of not less than two (2) inches in height and proportional width that shall read as follows: "WARNING: PIT BULL DOG". The City Administrator of the Police Chief, or their designee, shall approve a standardized sign format, color, text, and images that shall be used.

f. The Police Chief is authorized to immediately impound any pit bull found in the city which does not fall within the exceptions listed in subsection (3), above. The pit bull may be disposed in such a manner as the City Administrator or Police Chief, or their designee, may deem appropriate, except as the procedures in subsection (h), below, otherwise require.

g. When the Police Chief has impounded any pit bull dog pursuant to this section, and the owner of such dog disputes the classification of such dog as a pit bull, the owner of such dog may file a written petition with the Police Chief for a hearing concerning such classification no later than seven (7) days after impoundment. Such petition shall include the name and address, including mailing address, of the petitioner. The Police Chief will then issue a notice of hearing date by mailing a copy to the petitioner's address no later than ten (10) days prior to the date of the hearing. Where no written request from the owner for a hearing is received by the Police Chief within seven (7) days of impoundment, the pit bull shall be destroyed. The hearing, if any, will be held before a panel of at least three City Councilpersons and the Police Chief. Any facts which the petitioners wishes to be considered shall be submitted under oath or affirmation either in writing or orally at the hearing. The panel shall make a final determination whether the dog is a pit bull as defined in subsection (2)(c) of this section. Such final determination shall be considered a final order of the City subject to judicial review pursuant to the applicable rules of legal procedure. The procedures in this subsection (g) shall not apply and the owner is not entitled to such a hearing with respect to any dog which was impounded as the immediate result of an attack or bite as defined in this code. In those instances, the dog shall be handled and the procedures governed by the provisions for dogs involved in a bite or attack.

(h) If the dog is found not to be a pit bull, the dog shall be released to the owner. If the dog is found to be a pit bull, it shall be humanely destroyed, unless the owner voluntarily comes forward within seven (7) days after the impoundment and the following conditions are met to the satisfaction of the Director:

1. The owner voluntarily executes a waiver to an administrative hearing on the classification of the dog as a pit bull, pursuant to subsection (f) above.

2. The owner produces credible evidence that the pit bull is to be permanently taken out of the city, maintained at a specified lawful location, and the pit bull will not return to the city illegally.

3. Where the owner or their immediate family has committed a prior violation of this section, or the pit bull had been previously impounded and released pursuant to this subsection, the following provisions shall apply:

(i) The owner shall pay a non-refundable payment of \$250.00 for the costs of the administrative review of this matter; and

(ii) The owner shall submit their petition in writing only, and any factual claims shall be supported by sworn affidavits of witnesses.

(iii) The pit bull may be released only where the owner is able to prove by clear and convincing evidence that the presence of the pit bull was either legal, due to circumstances that amount to a lawful exemption as listed in subsection (3) above, or the pit bull's presence in the city was not due to a voluntary act or the failure of the owner to take reasonable efforts to prevent the violation, such as the fact the pit bull was stolen or taken without legal authority by a known party.

(iv) The negligence or recklessness of the owner or the owner's agent, in causing or allowing the violation of this section, will not amount to sufficient cause for the pit bull's release.

4. A micro-chip emitting an electronic signal carrying a unique identifying code shall also be subcutaneously implanted in the pit bull.

5. The owner and any proposed transferee of ownership and possession acknowledge that should the pit bull be found within the city in the future, in violation of this section, the pit bull will be destroyed; and

6. The pit bull is spayed or neutered before its release, unless a licensed veterinarian states in writing that a pit bull is unfit to undergo the required surgical procedure because of an extreme health condition of the animal. Such extreme health condition shall include, but not be limited to: severe cardiovascular compromise, bleeding disorder, respiratory disease and hepatic disease. The old age of an animal shall not, of itself, constitute an extreme health condition for purposes of this section. The Police Chief may authorize the secured transportation of the pit bull to a licensed veterinarian to perform this procedure, if necessary; and

7. The pit bull has no known history of behavioral problems and does not display any problematic behavioral traits so as to warrant the Director's

confidence that the pit bull will not pose a danger or nuisance to the public's health, safety, or welfare; and

8. The owner pays all the costs of impoundment, tattooing, microchipping, transportation, and all associated veterinarian costs, including sterilization

SECTION 2. Amendments to Chapter 50, Section 10:

Chapter 50.10(16)(H) "Removal" shall be added and shall read as follows:

If the Police Chief determines that an animal has bitten in such a manner as to cause a serious injury, defined as meaning either the breaking of the skin above the shoulders, or any injury at or below the shoulders causing heavy bleeding, damage beneath the skin, or stitches, the Police Chief shall be authorized to impound the animal immediately. The owner of the animal may file a written petition with the Police Chief for a hearing concerning the "serious injury" determination no later than seven (7) days after impoundment. Such petition shall include the name and address, including mailing address, of the petitioner. The Police Chief will then issue a notice of hearing date by mailing a copy to the petitioner's address no later than ten (10) days prior to the date of the hearing. Where no written request from the owner for a hearing is received by the Police Chief within seven (7) days of impoundment, the animal shall be destroyed. The hearing, if any, will be held before a panel of at least three City Councilpersons and the Police Chief. Any facts which the petitioners wishes to be considered shall be submitted under oath or affirmation either in writing or orally at the hearing. The panel shall make a final determination whether the injury fits the definition of "serious injury" as defined herein. Such final determination shall be considered a final order of the City subject to judicial review pursuant to the applicable rules of legal procedure.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved this 5th day of October, 2015.

Mayor Dena Himes

ATTEST:

Sally Hinrichsen, City Clerk

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

Signed and dated this _____ day of _____.

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 09/28/18
Preparer: Doug Herman



Agenda Item: Reports
Agenda Date: 10/01/2018

Communication Page

Agenda Items Description: Misc. Reports

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

Attachments & Enclosures:

Troy Culver e-mail
Cahoy Group Report
Tree Dump DNR NOV Letter

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Reports / Potential Action:

- Community Building Upstairs Condition / Potential Use discussion: A committee meeting was held on 9/27/2018. A representative of the Committee will provide an update and Council may discuss potential upstairs Community Building improvements.
- Berndes Center Floor Update: I am waiting on a written proposal from Anderson Ladd with regard to the floor installation issues. We have met with original salesperson who indicated that he would get me something in writing soon. Any modifications to the floor would need to be scheduled and would not likely occur until March based upon current Berndes Center schedule.
- Airport Ten-T potential Change Order Request: See e-mail from Troy Culver, Snyder & Associates related to potential Change Order request.
- N. Cedar Street Sanitary Sewer update: Awaiting feedback from Systems Unlimited, owner of home on Madalyn Court.
- West Well Maintenance Report (See Cahoy Group Report) Council should discuss how to proceed and whether or not to seek a second estimate/opinion.
- City Tree Dump Discussion (See DNR Letter NOV)
- E. 1st Street Bridge related street improvements update (Engineer)
- E. 1st Street / Baty Disc Golf Course drainage project update / plans
- Trail Planning / Grant Update: PW Dpt. to commence work on the trail next week with contractor to follow in the two following weeks.
- Fountain Park Planning / Grant Update: Fountain and other limestone structures have been power washed. Waiting on estimates and final plan design to get fundraising letter out as well as Foundation Grant.
- Hughes Garage Compliance Update: Red reports that he has approx. one load of cars/junk left to remove. He also reports that the landfill will not take his tires as they have too many on hand. I have reached out to landfill on that issue. Red is seeking other outlets for tires as well.
- Library sidewalk light discussion: Lights and bases will be ordered this week. Waiting on final cost numbers. Will be installed yet this fall.

Doug Herman

From: Troy Culver <taculver@snyder-associates.com>
Sent: Tuesday, September 25, 2018 8:41 AM
To: Doug Herman
Cc: Andrew J. Barry; Patrick Schwickerath
Subject: RE: Airport

Doug,
Thanks! I will let you know if I hear from Gus.

Troy A. Culver, P.E.
Business Unit Leader

SNYDER & ASSOCIATES, INC.
P: 319.359.7676 | C: 319.540.4996
320 E PRENTISS STREET, IOWA CITY, IA 52240

From: Doug Herman <dherman@ci.monticello.ia.us>
Sent: Tuesday, September 25, 2018 8:38 AM
To: Troy Culver <taculver@snyder-associates.com>
Cc: Andrew J. Barry <ajbarry@snyder-associates.com>; Patrick Schwickerath <pschwickerath@snyder-associates.com>
Subject: RE: Airport

Troy:

That makes sense to me. I will send this e-mail off to Mayor and Council today to see if there are any questions that may be addressed prior to the meeting. If you learn that Gus is coming to the meeting please let me know.

Doug

From: Troy Culver [<mailto:taculver@snyder-associates.com>]
Sent: Tuesday, September 25, 2018 8:12 AM
To: Doug Herman <dherman@ci.monticello.ia.us>
Cc: Andrew J. Barry <ajbarry@snyder-associates.com>; Patrick Schwickerath <pschwickerath@snyder-associates.com>
Subject: RE: Airport

Doug:

As you likely noticed this morning, I forwarded the messages to SVC and invited them to attend a council meeting in support of their position. Snyder & Associates has provided our opinion on the topic so any 'selling' to Council should be by SVC. I prefer this get worked out prior to us completing the paperwork associated with the Change Order.

Thanks for the note.

Troy A. Culver, P.E.
Business Unit Leader

SNYDER & ASSOCIATES, INC.
P: 319.359.7676 | C: 319.540.4996
320 E PRENTISS STREET, IOWA CITY, IA 52240

From: Doug Herman <dherman@ci.monticello.ia.us>
Sent: Monday, September 24, 2018 9:29 PM
To: Troy Culver <taculver@snyder-associates.com>
Cc: Andrew J. Barry <ajbarry@snyder-associates.com>; Patrick Schwickerath <pschwickerath@snyder-associates.com>
Subject: Re: Airport

Would you prefer that I share this email with the Council at the next meeting b4 taking the step of presenting a change order?

Doug

Sent from my iPhone

On Sep 24, 2018, at 5:32 PM, Troy Culver <taculver@snyder-associates.com> wrote:

Doug:

SVC believes they deserve the dollars associated with the silt fence bid item despite not installing it for the following reasons:

1. SVC kept silt from leaving the site. This was the primary purpose of the silt fence. SVC accomplished this task by limiting their disruption of the existing vegetation on the south, west and east sides of the project. SVC was able to limit their disruption of the site by utilizing a pumper truck on a more regular basis instead of driving concrete trucks down the east and west sides of the site. Utilizing the pumper truck added costs associated with the concrete bid item but decreased the cost for the need for silt fence.
2. SVC regularly cleaned up any silt that did collect. One issue we encounter on project sites is that siltation occurs against silt fence or other measures but the silt is not cleaned up at regular intervals; therefore the measures become inundated with silt and do not function appropriately. SVC did a good job of keeping the silt cleaned up when it did occur and thus the vegetation provided the protection needed. SVC contends that the efforts associated with keeping the silt cleaned up aid in justifying the cost for silt fence.

SVC made a mistake early in the project by not requesting a change order for the silt fence. It is not uncommon for a contractor to propose accomplishing a task differently than the engineer layed out in the plans – means and methods are the contractor’s responsibility. However, if the contractor is expecting to be paid for a change to the bid items, it is his responsibility to submit the change prior to construction. That did not occur.

I believe the contractor should be paid the dollars associated with the silt fence because they accomplished the same outcome in a different way. I wish they would have submitted an explanation of their intent prior to their actions so this could have been addressed proactively.

Troy A. Culver, P.E.
Business Unit Leader

SNYDER & ASSOCIATES, INC.
P: 319.359.7676 | C: 319.540.4996
320 E PRENTISS STREET, IOWA CITY, IA 52240

From: Doug Herman <dherman@ci.monticello.ia.us>
Sent: Wednesday, September 12, 2018 3:57 PM
To: Troy Culver <taculver@snyder-associates.com>

Cc: Andrew J. Barry <ajbarry@snyder-associates.com>; Patrick Schwickerath <pschwickerath@snyder-associates.com>

Subject: Re: Airport

Before you go to that work can you provide me a summary of the efforts of SVC that would be laid out in the CO?

Doug

Sent from my iPhone

On Sep 12, 2018, at 9:25 AM, Troy Culver <taculver@snyder-associates.com> wrote:

Doug:

Thanks for the note. I'm sure SVC will ask for us to prepare a Change Order to allow them to receive these funds. AJ is on PTO for a week or two for family events and I will be out of the office until mid-next week. We will coordinate with SVC at that time.

Troy A. Culver, P.E.
Business Unit Leader

SNYDER & ASSOCIATES, INC.
P: 319.359.7676 | C: 319.540.4996
320 E PRENTISS STREET, IOWA CITY, IA 52240

From: Doug Herman <dherman@ci.monticello.ia.us>

Sent: Friday, September 07, 2018 10:59 AM

To: Troy Culver <taculver@snyder-associates.com>; Andrew J. Barry <ajbarry@snyder-associates.com>

Cc: Patrick Schwickerath <pschwickerath@snyder-associates.com>

Subject: Airport

Troy:

Based upon some resistance from Paul, AP Board, and Council Members the Council did not approve payment to Schaus Vorhies for the silt fence that was not installed. They did leave the door open to the consideration of a change order if there are specific items, outside of the contract, that can be pointed to as "extras" that were not contemplated and otherwise qualify for consideration as a change order. At this time they did approve of the retainage and did accept the project. I will have Sally forward a copy of the signed Resolutions.

Let me know if you have any questions.

Douglas D. Herman

City Administrator
City of Monticello
200 E. 1st Street
Monticello, IA 52310
Phone: 319.465.3577
dherman@ci.monticello.ia.us

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The Cahoy Group

CAHOY PUMP SERVICE

The Premier Provider of Municipal, Industrial, & Environmental Water Well Services

September 18, 2018
City of Monticello
200 E. 1st Street
Monticello, IA 52310

Attn: Mr. Brant LaGrange
Re: West Well (#1)

Greetings Brant:

We have completed the inspection & video log on the West Well, the gear was a combination of lengths of materials that we would not recommend putting in a well in this application, the mixture of lengths & thicknesses makes it nearly impossible to replace specific components. It also appears that this well has lost significant specific capacity over time & it appears that a contributing factor is the pump gear/tailpipe of at least 20' in length in the bottom of the well & is filled in around as well as normal capacity loss over time. Our recommended approach on the well is to remove the debris, brush & bail the well, rehabilitate the well via chemical free Airburst, bail post Airburst to bottom, chlorinate & install new pump gear with your repaired motor & discharge head. The following is our report on the inspection of the pumping equipment & West Well condition:

WEST WELL No. 1:

MOTOR:

The motor has been torn down, inspected & found to be repairable & able to be reused. The motor is in need of a rebuild to include an oil change, painting, new main bearing, & thrust bearing

PUMP DISCHARGE BASE:

The base has been sand blasted and inspected. The base itself is in good shape and needs to be re-epoxy coated. The base pipe "facings" are thin and showing signs of deterioration and needs to be replaced.

PUMP:

The "Threaded" bowl assembly has been sand blasted, torn down and inspected. The steel collets are corroded and need replaced. The bearings all need machined and replaced. Wear rings need replaced and impellers machined due to being grooved. The bowl castings are starting to pit also. With the bowl castings starting to pit and the amount of time & material to rebuild and put back together it isn't cost effective (75-80% replacement cost). It is highly recommended to get a new bowl assembly and epoxy it.

PACKING/MOTOR SHAFT / LINESHAFT / COUPLINGS:

The packing/motor shaft was SS however it is grooved & was customized in length due to no standard lengths of shaft down the well, we recommend replacing it to match the new SS line shaft.

All the line shaft is carbon steel. The line shaft is pitted and are 2 different lengths. All the line shaft needs to be replaced with stainless steel line shaft & couplings.

LINESHAFT SLEEVES:

All have grooving in them and need to be replaced.

Cahoy Corporate Office:
24568 150th Street ~ Suite 200
Sumner, Iowa 50674

Cahoy West:
200 Grant Street
Marne, Iowa 51552

Cahoy Illinois South:
1822 North Lincoln Parkway
Lincoln, Illinois 62656

CPS - IL North:
202 West Howard St.
Durand, Illinois 61024

SPIDER BEARINGS:

Again, this system has both ½” and ¾” drop in spiders. All need to be replaced.

COLUMN PIPE:

The column pipe has been sandblasted and inspected. This system is made up of 2 different lengths of column pipe. The facings on every pipe are worn where it butts up to the spider bearing to seal properly. All of it needs to be replaced. This system needs to be installed the correct way with all the proper lengths of column pipe. We also recommend to epoxy coat the new column pipe.

OTHER:

New Toro airline, Chime Gland, discharge gasket kits, and altitude gauge will need to be installed as well.

VIDEO LOG CONCERNS:

This well was televised on 9-5-18. It is cased with 12” casing to 157’ 2”. The 12” casing has slight to moderate encrustation on it and needs to be brushed. There is open hole from 157’ 2” to 305’ 9” with very porous openings and many horizontal fractures from 205’ to 247’ 6”. There are also horizontal fractures at 251’ 2” & 288’ 7”.

The 10” liner starts at 305’ 9” and goes to 504’ 4”. The liner doesn’t have any J-hook cut-outs and is leaning to one side of the borehole with ¼” braided airline between the liner and borehole wall and hanging into the well at the top. (It appears the liner wasn’t grouted and dropped into place). The 10” liner has VERY HEAVY encrustation and needs to be brushed. There is 9 7/8” open hole from 504’ 4” to 603’.

Unfortunately, the well could only be televised to 584’ 4” due to 20’ of 6” tail pipe in the bottom of the well. When Brant and I finished with the televising I informed him before any work is done to this well the 20’ of 6” tail pipe needs to be fished out first. He agreed. The process for cleaning this well is as followed:

- 1. Fish out the 20’ of tail pipe via over-shot method.**
- 2. Brush the 10” liner**
- 3. Brush the 12” casing**
- 4. Bail well back to bottom**
- 5. Perform Airburst rehabilitation**
- 6. Test pump**
- 7. Bail Well to back to bottom post Airburst**
- 8. Perform proper disinfection**
- 9. Install pump gear & put online**

All-2 weeks

SUMMARY COST ESTIMATE WEST WELL #1:

#	DESCRIPTION	U	Q	UNIT PRICE	TOTAL PRICE
1	Job Prep & Mobilization	EA	2	\$ 2,580.00	\$ 5,160.00
2	Custom Tooling Charge for Fishing	LS	1	\$ 2,380.00	\$ 2,380.00
3	Fish material from well (If we reach these hours we will stop & discuss next steps based on condition & feasibility to stop or continue with owners approval)	HR	16	\$ 205.00	\$ 3,280.00
4	Brush casing & liner	HR	8	\$ 165.00	\$ 1,320.00
5	Bail (Pre Airburst)	HR	8	\$ 220.00	\$ 1,760.00
6	Airburst Well	LS	1	XXXXXXXXXX	\$ 21,675.00
7	Bail Well (Post Airburst)	HR	8	\$ 220.00	\$ 1,760.00
8	Motor repairs to include rebuild & replacement of main bearing & thrust bearing	LS	1	\$ 1,665.00	\$ 1,665.00
9	Material cost to replace 450GPM Pump @ 340'TDH	LS	1	XXXXXXXXXX	\$ 9,065.00
10	Material Cost to replace all column components minus the pump, to include column pipe & spider bearings with new internal rubber inserts, line shaft with SS, & epoxy coat per recommendation	LS	1	XXXXXXXXXX	\$ 48,964.00
11	Labor to re-install pumping equipment	HR	14	\$ 165.00	\$ 2,310.00
12	Test Pump to waste	HR	4	\$ 165.00	\$ 660.00
13	Disinfect via trimmie injection of sodium hypochlorite & chlorine enhancer	LS	1	XXXXXXXXXX	\$ 2,698.00
14	New miscellaneous components & installation	LS	1	\$ 968.00	\$ 968.00
15	Shipping	LS	1	TBD	TBD
16	Per Diems	EA	12	\$ 165.00	\$ 1,980.00
TOTAL ESTIMATED COST					\$ 105,645.00
*	Deduct if Epoxy coating of Column & Pump is omitted	LS	1	\$ 6,250.00	
*	Option to do no fishing or rehabilitation (remove line items 2,3,5,6, & reduce per diems by 4) & add set pump 30' deeper would result in a total estimated cost of			\$ 79,890.00	

Notes;

- Proposal is valid for 30 days. After 30 days we reserve the right to re-visit our material and fuel costs and adjust our pricing structure accordingly.
- Additional Per Diems, if required, will be invoiced at a rate of \$165.00 per man
- Any hours unused or in excess of estimate hours will be credited/invoiced at the applicable rate
- Additional hours beyond estimate for fishing &/or brushing /bailing will be approved by owner prior to proceeding
- This proposal is for one well

Brant, we sincerely appreciate our opportunity to provide you with this information and to work with you and your staff to solve your water well problems.

Please feel free to contact me if you have any questions whatsoever.

Sincerely,

Mike Whittenbaugh
President



September 24, 2018

City of Monticello
ATTN Mayor
200 East First Street
Monticello, IA 52310

RE: NOTICE OF VIOLATION
IAC 567--23.2(3) Open Burning (enclosed)

Dear Sir or Madam:

On September 10, 2018 I arrived at the Monticello Wastewater Treatment Plant (WWTP) to discuss a complaint this office received regarding reported basement backups. Rebecca Ohrtman, FO 1, accompanied me. Upon arrival we observed a smoke plume emanating from an area south of the plant (see map). We observed the source of the plume to be a trees and tree trimmings burn pile smoldering in this area. No one was observed attending the fire. It was noted that access is not restricted with a fence or separated from the wastewater treatment plant.

While on site we discussed the burn area with Jim Tjaden, Wastewater Operator in Charge. I noted that the designated burn area did not appear to meet the required separation distance of one-quarter mile from inhabited buildings. Mr. Tjaden confirmed this was likely the case. He also confirmed that staff are not aware of any recorded written waivers between the city and neighboring property owners to allow burning closer than one-quarter mile. Furthermore, staff are not provided to supervise, at all times, the burning and ensure burning only occurs when weather conditions are favorable to surrounding property owners. Mr. Tjaden indicated they try to only start burning under these conditions. However, he agreed that the fire is never put out but allowed to smolder. Operating in manner exacerbates the impact on nearby residents.

We discussed the fact that anyone has access to the wastewater treatment plant while dropping off trees and tree trimmings. This is especially concerning after hours when wastewater staff are not at the plant. Access to WWTPs should be controlled at all times.

On September 17, 2018 this office received an open burning complaint regarding the above noted burn area. The complainant indicated that they have discussed this issue with city officials in the past, but nothing has been done to improve the situation. They indicated being impacted by smoke for multiple days in a row including the most recent event which lasted from 9/14-9/15.

The city of Monticello is in violation of IAC 567-23.2(3) Open burning trees and tree trimmings for failure to properly administer a tree and tree trimmings burn site. The Monticello burn site does not control access as it is not fenced. The city doesn't schedule regular burns, supervise burning at all times, or ensure burning only occurs when weather conditions are favorable to surrounding property owners. In addition, the burn site is within one-quarter mile of approximately 16 inhabited residences.

No open burning shall be conducted until the city can meet the requirements outlined in IAC 567-23.2(3). Please submit a written plan by October 15, 2018 indicating how the city will bring this site into compliance or what steps the city will take to properly address this waste in the future. In addition, the city is strongly encouraged to ensure any future tree and tree trimmings burn site, collection area or yard waste composting area does not allow for unregulated access to the wastewater treatment plant.

This notice does not preclude the DNR from pursuing additional enforcement action regarding these or any other violations.

If you have any questions, please contact me at 563-927-2640 ext. 309 or amber.sauser@dnr.iowa.gov.



Sincerely,

Amber Sauser, Environmental Specialist Senior,
Field Office #1

c: File WW/Monticello SW/Jones County
E File 53 AQ Monticello nov 091018 als