

City of Monticello, Iowa

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Posted on June 27, 2019 at 4:00 p.m.

Monticello City Council Regular Meeting July 01, 2019 @ 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:	Brenda Hanken	Public Works Dir.:	Nick Kahler
Ward #1:	Rob Paulson	City Engineer:	Patrick Schwickerath
Ward #2:	Candy Langerman	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	June	17, 2019
Approval of Payroll	June	20, 2019
Approval of Bill List		
Approval of Great Jones County Fair beer license		

Motions: None

Public Hearings and Related Action:

1. **Public Hearing** on re-zoning request of Tom Yeoman, related to the proposed re-zoning of property located at 215 W. 7th Street from M-1 Light Manufacturing to R-3 Condominium District.
2. **Ordinance** approving rezoning of Property located at 215 W. 7th Street from M-1 Light Manufacturing to R-3 Condominium District. (1st Reading)
3. **Public Hearing** on re-zoning request of Dean Stevens, related to the proposed re-zoning of property located at 853 S. Main Street from R-1 Single Family Residential to R-3 Condominium District
4. **Ordinance** approving rezoning of Property located at 853 S. Main Street from R-1 Single Family Residential to R-3 Condominium District (1st Reading)

Resolutions:

5. **Resolution** to approve Horsfield Construction Pay Request #3, related to North Sycamore Street Reconstruction in the amount of \$271,614.72
6. **Resolution** to approve Horsfield Construction Change Order #3, related to North Sycamore Street Reconstruction in the amount of \$15,076.10
7. **Resolution** to approve Dispatch Agreement between the City of Monticello and Jones County for FY '19 and FY '20
8. **Resolution** to approve Contract for Municipal Attorney's fees between the City of Monticello and Lynch Dallas, P.C.
9. **Resolution** authorizing Fire Department to seek bids on new "Fire Truck"
10. **Resolution** to approve Conditional Rezoning Agreement between the City of Monticello and Mitch and Kendi Monk

Ordinances:

11. **Ordinance** to re-zone property located near 5 Spring Farm Lane (Tax Parcel 0227426003) from R-1 to R-3 Condominium District. (Third Reading)

Reports / Potential Action:

- Engineer Report
- Administrator Report
 - Compost Site Update / Ownership / Fill-Grading
 - Additional 7th Street Reconstruction Work
 - Diamond Drive (City Lot)
 - City Fountain
 - FAA Property Buyout Discussion
 - Sidewalk/Curb/Gutter near 9th and Maple (McQuillen and Arensdorf)
 - Wage/Benefit Review Committee Meeting Reminder

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
June 17, 2019 – 6:00 P.M.
Community Media Center

Mayor Brian Wolken called the meeting to order. Council present: Brenda Hanken, Rob Paulson, Candy Langerman, Chris Lux and Tom Yeoman. Also present were City Administrator Doug Herman, City Clerk Sally Hinrichsen, Public Works Director Nick Kahler, Police Chief Britt Smith and City Engineer AJ Barry. Council member Dave Goedken arrived later in the meeting.

Yeoman moved to approve the agenda, adding review of building permit for 115 East First Street, which is located in Downtown fire district. Langerman seconded, roll call unanimous.

During Open Forum, Steve Hanken, 823 South Main, questioned the status of lot located at 224 North Chestnut Street. Herman reported the abstract is updated and being reviewed by Norm Zimmerman's attorney Mike Bowman. Herman stated he talked with a plumber who advised he was working on prices for Zimmerman. Hanken felt something needs to be done or property turned over to the adjourning property owners to build on.

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

Wolken reported that Jones County Economic Development Commission has been renting space in Anamosa with the Anamosa Chamber and Jones Co. Tourism; and the Anamosa Chamber recently moved out. Jones County Economic Director Derek Lumsden explained that he required a locked office space. Herman suggested the conversion of an existing room used for storage into an office for Lumsden hoping that the City of Anamosa could find him space as well. Yeoman moved to approve use of Back Office area for "locked" Jones County Economic Development Office space, Lux seconded, roll call unanimous.

Lumsden updated Council on the Main Street Application progress. The committee has application nearly completed. They have several letters of support and 48 pledges for approximately \$9,500 over three years from business and individuals and are expecting more. The application requires a specific financial commitment from City, authorization for Mayor to sign the application and the appointment of a City Representative to the Board. Steve Hanken expressed his opinion that Hotel/ Motel should not be used for this program, that when he brings Germans to town he has to do his own fundraising. Goedken arrived. Judy Tuetken, 23004 150th Street, stated she owned a business in town for many years and that Main Street is the number one thing to keep the town going. Monticello Chamber Director, Jan Hoag, stated that the Chamber Board supports the Main Street Iowa Program due to all it offers the community and particularly downtown businesses. Wolken stated he talked to several business who supported the program. Lumsden stated the majority of pledges are from small businesses currently. Lumsden stated the support can be cash or in-kind. Herman stated that the Council needed only to decide on an amount tonight, that where the funds would be paid from could be decided at a later date. Lumsden indicated that the anticipated budget was \$50,000 or so. The Director would be required to work 25 hours per week. Lumsden explained that in kind contributions could be considered, and rental space with utilities could be supported in the neighborhood of \$5,000 per year. Lux moved to approve Resolution #19-84 Pledging Financial Support of \$25,000 cash and \$5,000 in-kind to the Main Street Monticello Program, authorizing the Mayor to execute the Main Street Monticello Application and appointing Brian Wolken to represent the City of Monticello on Main Street Iowa Board of Directors. Yeoman seconded. Roll

call: Ayes: Lux, Yeoman and Langerman. Nays: Goedken, Hanken and Paulson. Motion failed. Hanken moved to approve Resolution #19-84 Pledging Financial Support of \$10,000 cash and \$10,000 in-kind to the Main Street Monticello Program, authorizing the Mayor to execute the Main Street Monticello Application and appointing Brian Wolken to represent the City of Monticello on Main Street Iowa Board of Directors. Motion died due to the lack of the second. Goedken moved to approve Resolution #19-84 Pledging Financial Support of \$20,000 cash and \$5,000 in-kind to the Main Street Monticello Program, authorizing the Mayor to execute the Main Street Monticello Application and appointing Brian Wolken to represent the City of Monticello on Main Street Iowa Board of Directors, Lux seconded, roll call unanimous.

Goedken moved to approve Resolution #19-85 scheduling Public Hearing on the proposed Re-zoning of property located at 215 West 7th Street from M-1 Light Manufacturing to R-3 Condominium Development for July 1, 2019 at 6:00 p.m., Langerman seconded, roll call unanimous.

Goedken moved to approve Resolution #19-86 scheduling Public Hearing on the proposed Re-zoning of property located at 853 South Main Street from R-1 Single Family Residential to R-3 Condominium Development for July 1, 2019 at 6:00 p.m., Lux seconded, roll call unanimous.

Goedken moved to approve Resolution #19-87 to approve the preparation of bid specifications and seeking bids related to mowing at Baty Disc Golf Course and Northridge Retention area, Yeoman seconded, roll call unanimous.

Goedken moved to approve Resolution #19-88 to approve Petty Cash Limits for Aquatic Center, Library, Berndes Center and City Hall, Langerman seconded, roll call unanimous.

Herman reported that Mercy Care has decided to build a new facility near Kirkwood if the City agreed to incentives similar to incentives offered other developers in the area, as spelled out in the proposed development agreement. Yeoman moved to approve Resolution #19-89 Preliminarily approving Proposed Development Agreement and Scheduling a Public Hearing on the Development Agreement and Amendment to the Monticello Urban Renewal Plan to include the Mercy Care Monticello Project, for the 15th day of July, 2019 at 6:00 p.m., Lux seconded, roll call unanimous.

Herman explained that he was not prepared to move forward with the Theisen's Development Agreement, recommended that it be tabled for future consideration. Goedken moved to table action on preliminarily approving Proposed Development Agreement and Scheduling a Public Hearing on the Development Agreement and Amendment to the Monticello Urban Renewal Plan related to Theisen's Garden Center Improvements, Hanken seconded, roll call unanimous.

Goedken moved to approve Resolution #19-90 Approving payment to Boomerang in relation to installation of Water Main as part of Orbis Mfg. building addition project, Hanken seconded, roll call unanimous. Payment to be made after July 1st.

Herman reviewed the proposed wage increase for Interim Public Works Director, Nick Kahler for the next three years. Langerman moved to approve Resolution #19-91 Approving wage increase for Nick Kahler, seconded by Goedken, roll call unanimous.

Herman reviewed the proposed wage increases for the non-bargaining staff for FY '20. Goedken moved to approve Resolution #19-92 Approving wages for non-bargaining staff for FY '20, Lux seconded, roll call unanimous except Hanken who voted nay.

Herman introduced Pat O'Connell, with Lynch Dallas, P.C., who has represented the City on a few matters over the years. O'Connell explained that their firm, Lynch Dallas, is comprised of a group of attorneys who will work for the City as needed, each having their own area of specialty. Herman stated that he will need to contact Anne Loomis, current City Attorney to advise her of this appointment and give her an opportunity to respond to this change. Herman explained that he has had no issues with Loomis but she has moved from this area and based upon prior involvement with Lynch Dallas believes the City will be well served moving forward with them. Goedken moved to approve Resolution #19-93 Appointing Lynch Dallas, P.C. as the Monticello City Attorney, Langerman seconded, roll call unanimous.

Herman reported Linn County Health Dept met with Mitch and Kendy Monk's representative Ted Kraus and Linn County Health Dept determined that a two unit, two bedroom condo could be served with a septic system on the lot owned by Monk near their home at 5 Spring Farm Lane. Herman reviewed his understanding of the proposed septic system. Mary Melchert, 1 Spring Farm Lane, asked for clarification of the ownership provisions proposed to be included in the Conditional Re-Zoning Agreement. Steve Hanken, 823 South Main, questioned why the abundance of request for condos recently. Council stated it was the upcoming housing option. Wayne Peach, 108 Monk Court, question what happens if someone purchase property but does not live there. Herman stated they would be subject to civil infractions and penalties. Goedken moved Ordinance #725 amending Chapter 165 "Zoning Regulations" and amending the Official Zoning map, second reading and in title only; with the following conditions to be spelled out in a Conditional Rezoning Agreement: at least one unit must be owner occupied, no regular aboveground discharge from septic system, and only 2-unit condo allowed. Langerman seconded, roll call unanimous.

Barry reviewed progress on the North Sycamore Street project. He reported that the project is on schedule and the section of First Street to Fourth Street area is ready to be paved. He stated the poor subgrade required 15 inches of rock instead of the 12 inches as proposed. Herman, Kahler and engineer met with Horsfield regarding the subgrade soil and using 15 inches of rock with the Geogrid which would likely be required throughout the balance of the project. Consensus of the Council was to allow Herman, Kahler and engineer to work with Horsfield moving forward to determine where additional base is needed.

Kahler updated the Council with regard to Compost Site improvements being performed by B & J Excavating. Herman informed the Council that he was continuing to seek estimates for other required improvements including fencing, lighting, cameras, and trees.

Herman reported that Steve Intlekofer sent a letter to owners of property along the Sixth Street ditch which included several inaccurate statements. Herman stated the Sixth Street work session was on the agenda and was open to the public contrary to Intlekofer's suggestions and that assessment amounts referenced by Intlekofer were not always accurately reflected. Herman will work with Lynch Dallas as previously agreed to by the City Council on the next steps which may include an open house for the property owners.

Herman asked the Council to drive by the City property along Diamond Drive previously discussed for possible sale. Alice Brighton, 401 East Third Street, expressed interest in buying a portion of the City property to extend their lot and indicated that a neighboring property owner also had interest.

Herman reported that Trint Adams is working a quote for Norm Zimmerman lot located at 224 North Chestnut. He stated Zimmerman is waiting on Title Opinion from his attorney.

Herman reported the city fountain near the Aquatic Center is progressing with general contractor Josh Iben sticking to his projected completion date of July 4th. Jared Lasley, REM Electric, who is doing the electrical work, suggested that a July 4th completion date was unlikely.

Herman explained that he is continuing to work with Mike First on the potential purchase of the First property by the Airport and the potential sale of Airport property, not in the way of current or future improvements, to First for a building site. Access to the proposed building lot needs to be determined.

Chamber Director Jan Hoag reported that Friday June 21st, Monticello will be receiving the Home Base Iowa Recognition. Home Base Iowa is a one-of-a-kind program connecting veterans and transitioning service members with partners and resources. This program helps connect Iowa businesses with qualified veterans looking for career opportunities and offers countless resources available to help veterans and their families. State officials have been invited and the presentation will take place at 5 pm in the Pocket Park.

Smith reported that an officer on light duty is working on sidewalk inspections. He stated the sidewalk were inspected in 2017 and prior Public Works Director LaGrange reached out to Ace Construction to repair sidewalks for residents that asked the City to hire the work done, but work was never completed. Smith created a sidewalk inspection program that will be done ward by ward after this initial re-inspection. Goedken questioned who would be doing the sidewalk inspections, as it is in the Park and Recreation Superintendent Shannon Poe's job description. Smith contacted City engineer Schwickerath regarding the SUDAS and ADA requirements for sidewalks.

Smith reported there is a lot owned by Accent Construction along Breckenridge Drive that they routinely received complaints regarding mowing. Smith shows photos taken of the lot, which is zoned M-1 and being used for sand, rock and recently log storage.

Herman sought volunteers to be on a wage review committee to discuss wages and benefits for Nick Kahler, Britt Smith and Jim Tjaden. Wolken, Lux, Goedken, and Langerman agreed to be on the committee, which will meet on July 8th at 5 pm

Herman reported that Smith, Wolken, Yeoman, Langerman and himself will be meeting with Jones County to discuss the status of the dispatch agreement. The City has not paid the FY '19 installment or approved the Contract due to questions that were posed to the County through the Sheriff over the last year but never answered with regard to the fee being assessed.

Herman reviewed the process to receive a building permit in the downtown fire zone based upon the recent receipt of a Building Permit Application for 115 East First Street. Herman reviewed City Code sections that required the Planning & Zoning Commission to review the

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building plans as well as a Code Provision associated with architectural standards. Herman will contact the property owner and advise them of the process.

Herman has heard from Iowa Codification that they will present a proposed updated City Code for consideration within the next couple months.

Langerman move to adjourn at 8:19 P.M.

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

PAYROLL - JUNE 20, 2019

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	June 3 - 16, 2019				
Carter Bronemann	\$ 497.03	\$ -	0.00	0.00	\$ 364.45
Dawn Brus	2,100.00	-	0.00	0.00	1,470.24
Mary Intlekofer	1,863.48	-	0.00	0.00	1,254.63
Dean Jensen	253.80	-	0.00	0.00	215.10
Brandon Kent	1,927.05	66.45	0.00	0.00	1,237.10
Jim Luensman	664.50	-	0.00	0.00	503.10
Lori Lynch	1,860.60	-	0.00	0.00	1,237.05
Shelly Searles	1,860.60	-	0.00	0.00	1,292.27
Brenda Surom	531.60	-	0.00	0.00	400.65
Chris Szymanowski	2,236.62	47.59	0.00	0.00	1,494.83
Jenna Weih	871.20	-	0.00	0.00	667.19
TOTAL AMBULANCE	\$ 14,666.48	\$ 114.04	0.00	0.00	\$ 10,136.61
CEMETERY	June 1 - 14, 2019				
Dan McDonald	\$ 1,638.16	-	0.00	0.00	\$ 1,168.18
TOTAL CEMETERY	\$ 1,638.16	\$ -	0.00	0.00	\$ 1,168.18
CITY HALL	June 2 - 15, 2019				
Cheryl Clark	\$ 2,137.04	\$ 61.35	0.00	0.00	\$ 1,493.36
Doug Herman	4,714.85	-	0.00	0.00	3,540.91
Sally Hinrichsen	2,912.86	-	0.00	0.00	2,005.01
Nanci Tue!	1,675.20	-	0.00	0.00	1,152.87
TOTAL CITY HALL	\$ 11,439.95	\$ 61.35	0.00	0.00	\$ 8,192.15
COUNCIL / MAYOR					
Dave Goedken	\$ 100.00	\$ -	0.00	0.00	\$ 92.26
Brenda Hanken	100.00	-	0.00	0.00	92.26
Candy Langerman	100.00	-	0.00	0.00	92.35
Chris Lux	100.00	-	0.00	0.00	92.26
Rob Paulson	100.00	-	0.00	0.00	92.35
Brian Wolken	300.00	-	0.00	0.00	273.78
Tom Yeoman	100.00	-	0.00	0.00	92.35
TOTAL COUNCIL / MAYOR	\$ 900.00	\$ -	0.00	0.00	\$ 827.61
LIBRARY	June 3 - 16, 2019				
Molli Hunter	\$ 252.23	\$ -	0.00	0.00	\$ 215.06
Penny Schmit	1,000.01	-	0.00	0.00	734.69
Madonna Thoma-Kremer	920.01	-	0.00	0.00	740.44
Michelle Turnis	1,538.46	-	0.00	0.00	949.56
TOTAL LIBRARY	\$ 3,710.71	\$ -	0.00	0.00	\$ 2,639.75
MBC	June 3 - 16, 2019				
Jacob Oswald	\$ 1,846.15	\$ -	0.00	0.00	\$ 1,390.97
Shannon Poe	1,538.46	-	0.00	0.00	1,049.52
TOTAL MBC	\$ 3,384.61	\$ -	0.00	0.00	\$ 2,440.49
POLICE	June 3 - 16, 2019				
Peter Fleming	\$ 1,865.02	\$ -	0.00	10.25	\$ 1,331.42
Dawn Graver	2,013.55	-	0.00	0.00	1,442.31

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DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
POLICE (cont.)					
Erik Honda	2,161.70	33.44	0.00	0.00	1,631.08
Jordan Koos	2,786.10	-	0.00	0.00	2,077.87
Britt Smith	2,504.65	-	0.00	0.00	1,834.15
Madonna Staner	1,450.40	-	0.00	0.00	1,097.50
Brian Tate	2,410.56	-	0.00	0.00	1,678.12
Robert Urbain	603.84	-	0.00	0.00	460.57
TOTAL POLICE	\$ 15,795.82	\$ 33.44	0.00	10.25	\$ 11,553.02
ROAD USE					
June 1 - 14, 2019					
Zeb Bowser	\$ 1,608.00	\$ -	0.00	0.00	\$ 1,160.79
Eric Jungling	1,515.07	7.07	0.00	0.00	1,085.50
TOTAL ROAD USE	\$ 3,123.07	\$ 7.07	0.00	0.00	\$ 2,246.29
SANITATION					
June 1 - 14, 2019					
Michael Boyson	\$ 618.75	\$ -	0.00	0.00	\$ 422.18
Nick Kahler	1,917.46	229.46	0.00	0.00	1,335.93
TOTAL SANITATION	\$ 2,536.21	\$ 229.46	0.00	0.00	\$ 1,758.11
SEWER					
June 1 - 14, 2019					
Tim Schultz	\$ 2,270.05	\$ 54.73	0.00	0.00	\$ 1,663.78
Jim Tjaden	2,086.00	-	0.00	0.00	1,522.48
TOTAL SEWER	\$ 4,356.05	\$ 54.73	0.00	0.00	\$ 3,186.26
SWIMMING POOL					
May 31 - June 13, 2019					
Hannah Ahlrichs	\$ 44.00	\$ -	0.00	0.00	\$ 40.63
Harrison Ahlrichs	100.50	-	0.00	0.00	92.81
Sophia Ahlrichs	349.58	-	0.00	0.00	322.84
Sydney Ballou	267.21	-	0.00	0.00	246.77
Allyson Bartachek	145.55	-	0.00	0.00	134.42
Rylee Bauer	294.11	-	0.00	0.00	271.62
McKenna Bell	371.95	-	0.00	0.00	314.92
Maci Boffeli	208.00	-	0.00	0.00	184.90
Mya Boffeli	572.76	-	0.00	0.00	471.21
Aubree Fairley	422.74	-	0.00	0.00	390.40
Corinne Gadiant	106.16	-	0.00	0.00	98.04
Leah Holub	346.45	-	0.00	0.00	310.07
Austin Kurt	70.50	-	0.00	0.00	65.11
Lilly Lambert-Lanczos	104.29	-	0.00	0.00	96.31
Megan Mahoney	260.00	-	0.00	0.00	226.73
Evan Martensen	33.00	-	0.00	0.00	30.47
Macy McDonough	47.58	-	0.00	0.00	43.94
Kenna Melchert	72.00	-	0.00	0.00	66.50
Elizabeth Petersen	248.05	-	0.00	0.00	229.07
Madeline Stadtmueller	422.30	-	0.00	0.00	390.00
Ian Temple	106.50	-	0.00	0.00	98.36
Robert Urbain	329.88	-	0.00	0.00	251.61
Maci Welter	393.60	-	0.00	0.00	348.90
Andrue Wright	143.50	-	0.00	0.00	132.52
TOTAL SWIMMING POOL	\$ 5,460.21	\$ -	0.00	0.00	\$ 4,858.15

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DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
WATER	June 1 - 14, 2019				
Daniel Pike	\$ 1,608.00		0.00	0.00	\$ 1,166.02
TOTAL WATER	\$ 1,608.00	\$ -	0.00	0.00	\$ 1,166.02
TOTAL - ALL DEPTS.	\$ 68,619.27	\$ 500.09	0.00	10.25	\$ 50,172.64

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

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

	GENERAL			
	POLICE DEPARTMENT			
AXON ENTERPRISE INC	PD MINOR EQUIPMENT	1,529.00		
BOSS OFFICE SUPPLIES & SYS INC	PD SUPPLIES	38.76		
DUBUQUE FIRE EQUIPMENT, INC.	PD OSHA	95.10		
INFRASTRUCTURE TECHNOLOGY	PD COMPUTER SUPPORT FEES	50.00		
SPAHN & ROSE LUMBER CO INC	PD BLDG REPAIR/MAINT	26.94		
		=====		
	POLICE DEPARTMENT	1,739.80		
	AQUATIC CENTER			
CARRICO AQUATIC RESOURCES INC	POOL EQUIP REPAIR/MAINT	318.50		
GAYLE DEMEAN	POOL PASS REFUND	145.00		
DUBUQUE FIRE EQUIPMENT, INC.	POOL OSHA	17.00		
ELSMORE SPORTS INC	POOL SWIM TEAM	464.70		
FAREWAY STORES #840-1	POOL CONCESSIONS	104.26		
DAVID B MCNEILL	POOL SWIM TEAM	15.64		
MONTICELLO SPORTS	POOL SWIM TEAM	65.00		
MYERS-COX CO.	POOL CONCESSIONS	1,398.99		
WATERLOO TENT & TARP CO INC	POOL GROUNDS SUPPLIES	326.05		
		=====		
	AQUATIC CENTER	2,855.14		
	MAYOR AND CITY COUNCIL			
CHRISTINA LUX	COUNCIL MILEAGE	13.92		
		=====		
	MAYOR AND CITY COUNCIL	13.92		
	CLERK/CITY ADMIN			
JOHN MONK	JANITORIAL SERVICES	400.00		
		=====		
	CLERK/CITY ADMIN	400.00		
		=====		
	GENERAL	5,008.86		
	MONTICELLO BERNDES CENTER			
	PARKS			
DUBUQUE FIRE EQUIPMENT, INC.	MBC OSHA	35.00		
FAREWAY STORES #840-1	MBC BUILDING SUPPLIES	21.93		
JOHN DEERE FINANCIAL	MBC GROUNDS SUPPLIES	11.98		
JOHN MONK	JANITORIAL SERVICES	325.00		
DUSTIN & CRYSTAL SWEET	MBC DAMAGE DEPOSIT REFUND	200.00		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
VFW FLAG STORE	MBC GROUNDS SUPPLIES	50.00		
	PARKS	643.91		
	MONTICELLO BERNDES CENTER	643.91		
	FIRE			
	FIRE			
BAKER PAPER CO INC	FIRE SUPPLIES	106.88		
DUBUQUE FIRE EQUIPMENT, INC.	FIRE OSHA	222.60		
BRUCE A DUIT	FIRE BLDG REPAIR/MAINT	109.42		
FIRE SERVICE TRAINING BUREAU	FIRE TRAINING - RUSS	200.00		
MONTICELLO AUTO CENTER	FIRE EQUIP REPAIR/MAINT	35.16		
MUNICIPAL EMERGENCY SERVICES	FIRE BOOTS	350.64		
SANDRY FIRE SUPPLY	FIRE MINOR EQUIPMENT	744.68		
SCHERRMAN'S IMPLEMENT	FIRE EQUIP REPAIR/MAINT	3,133.22		
SPAHN & ROSE LUMBER CO INC	FIRE BLDG REPAIR/MAINT	32.02		
	FIRE	4,934.62		
	FIRE	4,934.62		
	AMBULANCE			
	AMBULANCE			
DAWN BRUS	AMB BUILDING SUPPLIES	32.48		
DUBUQUE FIRE EQUIPMENT, INC.	AMB OSHA	17.50		
STERICYCLE, INC.	AMB PHARMACEUTICAL DISPOSAL	79.35		
	AMBULANCE	129.33		
	AMBULANCE	129.33		
	LIBRARY IMPROVEMENT			
	LIBRARY			
FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS	67.67		
INFRASTRUCTURE TECHNOLOGY	LIB IMP COMPUTER SOFTWARE	120.00		
	LIBRARY	187.67		
	LIBRARY IMPROVEMENT	187.67		
	LIBRARY			
	LIBRARY			

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
BAKER & TAYLOR BOOKS	LIB BOOKS	8.99		
DUBUQUE FIRE EQUIPMENT, INC.	LIB OSHA	21.50		
FAREWAY STORES #840-1	LIB PROGRAMS/PROMOTIONS	4.37		
JOHN MONK	JANITORIAL SERVICES	300.00		
OHWARD BANK & TRUST	LIB PETTY CASH - POSTAGE	85.00		
TEI LANDMARK AUDIO	LIB SHIPPING	6.20		
THE DES MOINES REGISTER	LIB SUBSCRIPTIONS	400.53		
		=====		
	LIBRARY	826.59		
		=====		
	LIBRARY	826.59		
	AIRPORT			
	AIRPORT			
ALLIANT ENERGY-IES	20373 HWY 38 TERMINAL BLDG	501.11		
BAKER PAPER CO INC	AIRPORT BUILDING SUPPLIES	34.66		
MCALEER WATER CONDITIONING INC	AIRPORT SOFTENER SALT	35.00		
MONTICELLO AVIATION INC	AIRPORT MANAGER	13,283.33		
		=====		
	AIRPORT	13,854.10		
		=====		
	AIRPORT	13,854.10		
	ROAD USE			
	STREETS			
ALLIANT ENERGY-IES	WELTER DRIVE STREETLIGHTS	128.29		
BROWN SUPPLY CO INC	RU SUPPLIES	60.00		
CNH CAPITAL	RU EQUIP REPAIR/MAINT	17.40		
DUBUQUE FIRE EQUIPMENT, INC.	RU OSHA	321.70		
JOHN DEERE FINANCIAL	RU SUPPLIES	107.49		
UNITY POINT CLINIC	RU OSHA - BOYSEN	21.00		
		=====		
	STREETS	655.88		
		=====		
	ROAD USE	655.88		
	TRUST/SLAVKA GEHRET FUND			
	LIBRARY			
CENTER POINT PUBLISHING	LIB GEHRET BOOKS	44.34		
		=====		
	LIBRARY	44.34		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	TRUST/SLAVKA GEHRET FUND	44.34		
	PARK IMPROVEMENT			
	CAPITAL PROJECTS			
JOE MCDONELL	FOUNTAIN PARK PROJECT	1,030.00		
SPAHN & ROSE LUMBER CO INC	FOUNTAIN PARK PROJECT	101.70		
	CAPITAL PROJECTS	1,131.70		
	PARK IMPROVEMENT	1,131.70		
	TIF PROJECT			
	STREETS			
JOE MCDONELL	N SYCAMORE ST PROJECT	508.20		
	STREETS	508.20		
	TIF PROJECT	508.20		
	CAPITAL IMPROVEMENT			
	STREETS			
JOE MCDONELL	N SYCAMORE ST PROJECT	338.80		
	STREETS	338.80		
	CAPITAL IMPROVEMENT	338.80		
	TRUST/IOMA MARY BAKER			
	LIBRARY			
INFRASTRUCTURE TECHNOLOGY	LIB BAKER TECH SUPPORT FEES	50.00		
	LIBRARY	50.00		
	TRUST/IOMA MARY BAKER	50.00		
	WATER			
	WATER			
DUBUQUE FIRE EQUIPMENT, INC.	WATER OSHA	21.50		
HACH COMPANY	WATER LAB SUPPLIES	124.53		

ACCOUNTS PAYABLE ACTIVITY CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
IOWA ONE CALL	WATER SYSTEM	25.65		
NEXT GENERATION PLBG & HTG LLC	WATER BLDG REPAIR/MAINT	117.97		
UNITY POINT CLINIC	WATER OSHA - BOYSEN/PIKE	31.50		
		=====		
	WATER	321.15		
		=====		
	WATER	321.15		
	CUSTOMER DEPOSITS			
	WATER			
CITY OF MONTICELLO	WATER DEPOSIT REFUNDS	543.11		
CINDI JENSEN	WATER DEPOSIT REFUND	.50		
EMILY PUTNEY	WATER DEPOSIT REFUND	11.74		
ELIZABETH TOMKINS	WATER DEPOSIT REFUND	154.65		
		=====		
	WATER	710.00		
		=====		
	CUSTOMER DEPOSITS	710.00		
	SEWER			
	SEWER			
BROWN SUPPLY CO INC	SEWER SUPPLIES	48.00		
DUBUQUE FIRE EQUIPMENT, INC.	SEWER OSHA	132.70		
FAREWAY STORES #840-1	SEWER LAB SUPPLIES	14.85		
HACH COMPANY	SEWER LAB SUPPLIES	150.12		
IOWA ONE CALL	SEWER SYSTEM	25.65		
JOHN DEERE FINANCIAL	SEWER EQUIP REPAIR/MAINT	23.88		
DANIEL PIKE	SEWER TRAVEL	364.24		
MCI HOSPITALITY LLC	SEWER TRAVEL - PIKE	332.00		
SPAHN & ROSE LUMBER CO INC	SEWER EQUIP REPAIR/MAINT	223.63		
UNITY POINT CLINIC	SEWER OSHA - PIKE	21.00		
		=====		
	SEWER	1,336.07		
		=====		
	SEWER	1,336.07		
	SANITATION			
	SANITATION			
REPUBLIC SERVICES	RESIDENTIAL RECYCLING / GARBAGE	21,683.40		
UNITY POINT CLINIC	SANITATION OSHA - BOYSEN	10.50		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	SANITATION	21,693.90		
	SANITATION	21,693.90		
*** SCHED	TOTAL	52,375.12		
***** REPORT TOTAL	*****	52,375.12		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS FUND SUMMARY**

FUND	FUND NAME	TOTAL	CHECK#	DATE
001	GENERAL	5,008.86		
005	MONTICELLO BERNDES CENTER	643.91		
015	FIRE	4,934.62		
016	AMBULANCE	129.33		
030	LIBRARY IMPROVEMENT	187.67		
041	LIBRARY	826.59		
046	AIRPORT	13,854.10		
110	ROAD USE	655.88		
178	TRUST/SLAVKA GEHRET FUND	44.34		
313	PARK IMPROVEMENT	1,131.70		
325	TIF PROJECT	508.20		
332	CAPITAL IMPROVEMENT	338.80		
503	TRUST/IOMA MARY BAKER	50.00		
600	WATER	321.15		
602	CUSTOMER DEPOSITS	710.00		
610	SEWER	1,336.07		
670	SANITATION	21,693.90		

City Council Meeting
Prep. Date: 06/20/19
Preparer: Doug Herman



Agenda Item: # 1 & 2
Agenda Date: 07/01/2019

Communication Page

Agenda Items Description: Public Hearing on proposed rezoning of property located at 215 W. 7th Street, from M-1 Light Manufacturing to R-3 Condominium Development. **Ordinance** approving rezoning of Property located at 215 W. 7th Street from M-1 Light Manufacturing to R-3 Condominium District. (1st Reading)

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

Attachments & Enclosures:

Ordinance (to be prepared)

Aerial

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Tom Yeoman proposes to re-zone old manufacturing site from M-1 Light Industrial to R-3 Condominium Development.

Background Information: P & Z has reviewed the proposed Re-Zoning and finds it to be an appropriate use of the land, consistent with the Comprehensive Plan, and generally beneficial to the community. Based thereon they have recommended that the property be so re-zoned. Notice of the Public Hearing was published in the Express and letters were sent to neighboring property owners.

Recommendation: I recommend that the Mayor open the Public Hearing, accept comment, close the Public Hearing, and then consider the approval of the first reading of the Ordinance rezoning.



M CITY OF
MONTICELLO

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

Equal Opportunity Employer - Fair Housing City

To: Residents along and abutting 215 West Seventh Street

From: City of Monticello

Re: Re-Zoning Request Received from Tom Yeoman

Date: June 27, 2019

Please be advised that Tom Yeoman, owner of 215 W. 7th Street, has requested that this lot, be re-zoned from M-1 Light Manufacturing to R-3 Condominium Development for purposes of constructing a six – two bedroom unit condominium.

There will be a **Public Hearing before the City Council on Monday July 1, 2019 at 6:00 p.m.** in the Council Chambers at the Mary Lovell LeVan Renaissance Center after which the Council may consider the approval of the first reading of an Ordinance to re-zone the property as requested. Ordinance require three separate readings before considered finally approved unless the Council waives that requirement which is unlikely in this case. Therefore, if the first reading of the Ordinance is approved on Monday July 1st the Council would consider subsequent readings on July 15th and August 5th.

Feel free to call City Administrator Doug Herman or myself with any questions.

Sincerely yours,

**Sally Hinrichsen
Monticello City Clerk/Treasurer**

City Council Meeting
Prep. Date: 06/20/19
Preparer: Doug Herman



Agenda Item: # 3 & 4
Agenda Date: 07/01/2019

Communication Page

Agenda Items Description: Public Hearing on proposed rezoning of property located at 853 S. Main Street, from R-1 Single Family Residential to R-3 Condominium Development. Ordinance approving rezoning of Property located at 853 S. Main Street from R-1 Single Family Residential to R-3 Condominium District. (1st Reading)

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

Attachments & Enclosures:

Ordinance (to be prepared)

Aerial

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Dean Stevens proposes to re-zone R-1 lot, site of recent fire, to R-3 for purposes of two unit condominium.

Background Information: P & Z has reviewed the proposed Re-Zoning and finds it to be an appropriate use of the land, consistent with the Comprehensive Plan, and generally beneficial to the community. Based thereon they have recommended that the property be so re-zoned. Notice of the Public Hearing was published in the Express and letters were sent to neighboring property owners.

Recommendation: I recommend that the Mayor open the Public Hearing, accept comment, close the Public Hearing, and then consider the approval of the first reading of the Ordinance rezoning.



CITY OF
MONTICELLO

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

Equal Opportunity Employer - Fair Housing City

To: Residents along and abutting 853 South Main Street
From: City of Monticello
Re: Re-Zoning Request Received from Dean Stevens
Date: June 27, 2019

Please be advised that Dean Stevens, owner of 853 S Main Street, has requested that this lot, be re-zoned from R-1 Single Family Residential to R-3 Condominium Development for purposes of constructing a two unit condominium.

There will be a **Public Hearing before the City Council on Monday July 1, 2019 at 6:00 p.m.** in the Council Chambers at the Mary Lovell LeVan Renaissance Center after which the Council may consider the approval of the first reading of an Ordinance to re-zone the property as requested. Ordinance require three separate readings before considered finally approved unless the Council waives that requirement which is unlikely in this case. Therefore, if the first reading of the Ordinance is approved on Monday July.1st the Council would consider subsequent readings on July 15th and August 5th.

Feel free to call City Administrator Doug Herman or myself with any questions.

Sincerely yours,

Sally Hinrichsen
Monticello City Clerk/Treasurer

City Council Meeting
Prep. Date: 06/27/19
Preparer: Sally Hinrichsen



Agenda Item: # 5 & 6
Agenda Date: 07/01/19

Communication Page

Agenda Items Description: Resolution approving Pay Request #3 from Horsfield Construction related to North Sycamore Street Reconstruction Project in the amount of \$271,614.72; and Resolution to approve Change Order #3 related to North Sycamore Street Reconstruction Project in the amount of \$15,076.10.

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

Attachments & Enclosures:

Resolutions
Engineer Recommendation with Pay Request

Fiscal Impact:

Budget Line Item:	
Budget Summary:	N. Sycamore Street
Expenditure:	\$271,614.72
Revenue:	

Synopsis: Approval of Horsfield Construction, Inc. Pay Request #3 and Change Order #3 related to N. Sycamore Street Reconstruction Project.

Background Information: Horsfield Construction submits its' 3rd pay request in the amount of \$271,614.72. The Pay Request has been reviewed and recommended for approval by the City Engineer.

The City Engineer also recommends that the Council approve Change Order #3 in the amount of \$15,076.10 related to the following work: additional water main work, water/sanitary sewer service size adjustments, sanitary main coupler modifications, and flooded backfill beneath the existing 6th Street box culvert.

After approval of this payment the City will be maintaining a retainer totaling \$37,788.77, 5% of the earned amount.

Recommendation: I recommend that the Council approve the proposed Resolution approving the Pay Request #3 in the amount of \$271,614.72 and separately approve Change Order #3 in the amount of \$15,076.10



June 24, 2019

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

RE: Pay Request #3 and Change Order #3
2019 NORTH SYCAMORE STREET RECONSTRUCTION
S & A Project # - 118.0554.08
Contractor: Horsfield Construction, Inc.

Dear Council:

Enclosed for your review and approval is Pay Request #3 from Horsfield Construction, Inc., and Change Order #3 for the project referenced above. We have reviewed the pay request and find it in agreement with the work completed to date. Change Order #3 includes additional water main work, water/sanitary service size adjustments, sanitary main coupler modifications, and flooded backfill beneath the existing 6th Street box culvert. We, therefore, recommend approval of Pay Request #3 for this project in the amount of **\$271,614.72** to Horsfield Construction, Inc. Additionally, we recommend approval of Change Order #3 with a **\$15,076.10** increase to the overall project cost. The total project cost would be increased from \$2,001,031.08 to \$2,016,107.18.

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

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'A.J. Barry'.

A.J. Barry, P.E.
Civil Engineer

Enclosure: Pay Request #3, Change Order #3

cc: Cody Lawler, Horsfield Construction, Inc.

APPLICATION FOR PARTIAL PAYMENT NO. 3

PROJECT: 2019 North Sycamore Street Reconstruction

S&A PROJECT NO.: 118.0554.08

OWNER: City of Monticello
CONTRACTOR: Horsfield Construction, Inc.
ADDRESS: 505 E Main Street
Epworth, IA 52045
DATE: 6/24/2019

PAYMENT PERIOD: 5/24/2019
to 6/22/2019

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 1,951,187.70
Net Change by Change Order: \$ 49,843.38
Contract Amount to Date: \$ 2,001,031.08

CONTRACT PERIOD
Completion Date: November 21, 2019
Days between Start Date and
Completion Date: 227
Added by Change Order: 0

2. WORK SUMMARY:

Total Work Performed to Date: \$ 755,776.33
Retainage: 5% \$37,788.77
Total Earned Less Retainage: \$ 717,986.56
Less Previous Applications for Payment: \$ 446,371.84
AMOUNT DUE THIS APPLICATION: \$ 271,614.72

Total Time: 227
Time Used to Date: 75
Time Remaining: 152
Percentage of Time Used: 33%
Percentage of Work Performed: 38%

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

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

[Signature]
CONTRACTOR

By [Signature] DATE: 6/24/19
Cody Lawler

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER

By [Signature] DATE: 06/24/2019
A.J. Barry, P.E.

5. OWNER'S APPROVAL

OWNER

By _____ DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	ITEM CODE	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK		
			PLAN QTY.	UNIT	UNIT COST	COST TOTAL	QTY. TO DATE	CO #	COST TOTAL
1.	2010-108-C-0	GRUBBING	1	LS	\$ 15,000.00	\$ 15,000.00	0.75		\$ 11,250.00
2.	2010-108-D-3	TOPSOIL, OFF-SITE	936	CY	\$ 28.00	26,208.00			-
3.	2010-103-E-0	EXCAVATION, CLASS 10	5,282	CY	\$ 8.60	45,425.20	2,600.00		22,360.00
4.	2010-103-G-0	SUBGRADE PREPARATION	15,073	SY	\$ 1.00	15,073.00	8,200.00		8,200.00
5.	2010-103-H-0	SUBGRADE TREATMENT, GEOGRID	15,073	SY	\$ 4.75	71,596.75	8,200.00		38,950.00
6.	2010-103-I-0	SUBBASE, 12" MODIFIED	15,073	SY	\$ 8.10	122,091.30	8,200.00		66,420.00
7.	2010-103-I-0	SUBBASE, 4" MODIFIED	1,596	SY	\$ 3.25	5,187.00			-
8.	2010-103-L-0	COMPACTION TESTING	1	LS	\$ 3,500.00	3,500.00	0.10		350.00
9.	2010-103-M-0	SAMPLING AND TESTING FOR PETROLEUM CONTAMINATION (REMEDIATION)	10	EA	\$ 485.00	4,850.00	4.00		1,940.00
10.	2010-103-N-0	EXCAVATION AND DISPOSAL OF CONTAMINATED SOIL	100	CY	\$ 77.50	7,750.00			-
11.	3010-103-C-0	TRENCH FOUNDATION	310	TON	\$ 20.50	6,355.00			-
12.	3010-103-D-0	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	1,256	CY	\$ 35.25	44,274.00	683.00		24,075.75
13.	3010-103-F-0	TRENCH COMPACTION TESTING	1	LS	\$ 3,500.00	3,500.00	0.40		1,400.00
14.	4010-103-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC SDR 26, 8"	1,550	LF	\$ 38.00	58,900.00	943.00		35,834.00
15.	4010-103-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC C900 12"	20	LF	\$ 99.00	1,980.00	20.00		1,980.00
16.	4010-103-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 12"	20	LF	\$ 150.00	3,000.00	20.00		3,000.00
17.	4010-103-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC SDR 26, 12"	1,137	LF	\$ 50.00	56,850.00	554.00		27,700.00
18.	4010-103-E-0	SANITARY SEWER SERVICE STUB, PVC SDR 23.5, 4"	1,881	LF	\$ 45.25	85,115.25	700.00		31,675.00
19.	4010-103-H-0	REMOVAL OF SANITARY SEWER, ALL TYPES AND SIZES	2,439	LF	\$ 1.00	2,439.00	1,517.00		1,517.00
20.	4010-103-K-2	SANITARY SEWER ABANDONMENT, FILL AND PLUG	242	LF	\$ 12.00	2,904.00			-
21.	4020-103-A-1	STORM SEWER, TRENCHED, PVC OR HDPE, 12"	60	LF	\$ 85.00	5,100.00			-
22.	4020-103-A-1	STORM SEWER, TRENCHED, RCP, 15"	104	LF	\$ 60.00	6,240.00			-
23.	4020-103-A-1	STORM SEWER, TRENCHED, RCP, 18"	550	LF	\$ 50.50	27,775.00			-
24.	4020-103-A-1	STORM SEWER, TRENCHED, RCP, 24"	98	LF	\$ 73.00	7,154.00			-
25.	4020-103-C-0	REMOVAL OF STORM SEWER, ALL TYPES AND SIZES	57	LF	\$ 10.00	570.00			-
26.	4040-103-A-0	SUBDRAIN, TYPE 1, (SMOOTH INTERIOR), 6"	5,783	LF	\$ 9.00	52,047.00	3,031.00		27,279.00
27.	4040-103-A-0	SUBDRAIN, TYPE 1, (SMOOTH INTERIOR), 8" UNSLOTTED	488	LF	\$ 13.50	6,588.00	433.00		6,588.00
28.	4040-103-C-0	SUBDRAIN CLEANOUT, TYPE A-1, 6"	5	EA	\$ 600.00	3,000.00			-
29.	4040-103-C-0	SUBDRAIN CLEANOUT, TYPE A-2, 6"	25	EA	\$ 500.00	12,500.00	1.00		500.00
30.	4040-103-C-0	SUBDRAIN CLEANOUT, TYPE A-2, 8"	3	EA	\$ 650.00	1,950.00	2.00		1,300.00
31.	4040-103-C-0	SUBDRAIN CLEANOUT, TYPE B, 24"	1	EA	\$ 1,375.00	1,375.00			-
32.	4040-103-D-0	SUBDRAIN OUTLETS AND CONNECTIONS, 6"	13	EA	\$ 367.00	4,771.00			-
33.	4040-103-D-0	SUBDRAIN OUTLETS AND CONNECTIONS, 8"	1	EA	\$ 600.00	600.00			-
34.	4040-103-E-0	STORM SEWER SERVICE STUB, PVC, 2"	68	LF	\$ 37.00	2,516.00			-
35.	4040-103-E-0	STORM SEWER SERVICE STUB, PVC, 4"	42	LF	\$ 27.00	1,134.00			-
36.	5010-103-A-1	WATER MAIN, TRENCHED, PVC AWWA C900, 8"	1,988	LF	\$ 35.00	69,580.00	1,988.00		69,580.00
37.	5010-103-A-1	WATER MAIN, TRENCHED, DIP, 8" (w/ NITRILE GASKETS)	1,086	LF	\$ 56.00	60,816.00	1,086.00		60,816.00
38.	5010-103-C-2	FITTING, ALL FITTINGS, WATER MAIN	1,076	LB	\$ 11.80	12,696.80	1,077.00		12,708.60
39.	5010-103-D-0	WATER SERVICE STUB, TYPE K COPPER, 1", SHORT SIDE (approx. 7ft)	34	EA	\$ 1,000.00	34,000.00	34.00		34,000.00
40.	5010-103-D-0	WATER SERVICE STUB, TYPE K COPPER, 1", LONG SIDE (approx. 59ft)	34	EA	\$ 1,800.00	61,200.00	9.00		16,200.00
41.	5010-103-F-1	WATER MAIN ABANDONMENT	3,099	LF	\$ 8.00	24,792.00	1,138.00		9,104.00
42.	5020-103-A-0	VALVE, GATE VALVE, 8"	11	EA	\$ 1,360.00	14,960.00	11.00		14,960.00
43.	5020-103-B-0	TAPPING VALVE ASSEMBLY, 8"	1	EA	\$ 2,900.00	2,900.00	1.00		2,900.00
44.	5020-103-C-0	FIRE HYDRANT ASSEMBLY	6	EA	\$ 4,900.00	29,400.00	6.00		29,400.00
45.	5020-103-D-0	FLUSHING DEVICE (BLOWOFF), 2"	4	EA	\$ 800.00	3,200.00	4.00		3,200.00
46.	5020-103-I-0	FIRE HYDRANT ASSEMBLY REMOVAL	3	EA	\$ 500.00	1,500.00	1.00		500.00
47.	6010-103-A-0	MANHOLE, SW-301, 48"	11	EA	\$ 4,750.00	52,250.00	6.00		28,500.00
48.	6010-103-B-0	INTAKE, SW-505	6	EA	\$ 3,100.00	18,600.00			-
49.	6010-103-B-0	INTAKE, SW-506	2	EA	\$ 4,800.00	9,600.00			-
50.	6010-103-C-0	DROP CONNECTION, SW-307	2	EA	\$ 2,425.00	4,850.00			-
51.	6010-103-H-0	REMOVE MANHOLE	9	EA	\$ 500.00	4,500.00	5.00		2,500.00
52.	6010-103-H-0	REMOVE INTAKE	2	EA	\$ 500.00	1,000.00			-
53.	7010-103-A-0	PAVEMENT, PCC, 7"	13,499	SY	\$ 30.00	404,970.00	206.00		6,180.00
54.	7010-103-A-0	PAVEMENT, PCC, 10"	64	SY	\$ 60.00	3,840.00	64.00		3,840.00
55.	7010-103-E-0	CURB AND GUTTER, 2.5', 7"	285	LF	\$ 25.00	7,125.00			-
56.	7010-103-E-0	CURB AND GUTTER, 11.5', 7"	70	LF	\$ 67.00	4,690.00			-

57.	7010-103-E-0	CURB AND GUTTER, 12.0', 7"	17	LF	\$	90.00	1,530.00			-	
58.	7030-103-A-0	REMOVAL OF SIDEWALK	2,954	SY	\$	6.50	19,201.00	2,250.00		14,625.00	
59.	7030-103-A-0	REMOVAL OF DRIVEWAY	1,371	SY	\$	9.00	12,339.00	947.00		8,523.00	
60.	7030-103-E-0	SIDEWALK, PCC, 4"	2,688	SY	\$	32.00	86,016.00	17.00		544.00	
61.	7030-103-E-0	SIDEWALK, PCC, 6"	333	SY	\$	43.00	14,319.00	5.00		215.00	
62.	7030-103-G-0	DETECTABLE WARNING, CAST IRON	405	SF	\$	39.00	15,795.00	12.50		487.50	
63.	7030-103-H-1	DRIVEWAY, PAVED, PCC, 5"	1,619	SY	\$	37.00	59,903.00	50.00		1,850.00	
64.	7030-103-H-2	DRIVEWAY, GRANULAR	720	SY	\$	7.00	5,040.00			-	
65.	7040-103-H-0	PAVEMENT REMOVAL	14,233	SY	\$	2.80	39,852.40	6,905.00		19,334.00	
66.	7060-103-A-0	BITUMINOUS SEAL COAT	560	SY	\$	26.00	14,560.00			-	
67.	8020-103-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	8	STA	\$	125.50	1,004.00			-	
68.	8030-103-A-0	TEMPORARY TRAFFIC CONTROL	1	LS	\$	7,000.00	7,000.00	0.35		2,450.00	
69.	8940-103-A-0	SIGN PANELS	82	SF	\$	28.00	2,296.00			-	
70.	8940-103-B-0	SIGN POSTS	250	LF	\$	18.00	4,500.00			-	
71.	9010-103-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 4)	2	AC	\$	3,750.00	7,500.00			-	
72.	9040-103-A-2	SWPPP MANAGEMENT	1	LS	\$	2,000.00	2,000.00			-	
73.	9040-103-D-1	FILTER SOCK, 8"	100	LF	\$	10.00	1,000.00			-	
74.	9040-103-D-2	FILTER SOCK, REMOVAL	100	LF	\$	2.50	250.00			-	
75.	9040-103-T-1	INLET PROTECTION DEVICE	13	EA	\$	195.00	2,535.00			-	
76.	9040-103-T-2	INLET PROTECTION DEVICE, MAINTENANCE	13	EA	\$	50.00	650.00			-	
77.	9072-103-A-0	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	3	CY	\$	1,700.00	5,100.00			-	
78.	11020-108-A	MOBILIZATION	1	LS	\$	40,000.00	40,000.00	0.35		14,000.00	
79.	11030-108-A-0	MAINTENANCE OF POSTAL SERVICE	1	LS	\$	500.00	500.00	0.35		175.00	
80.	11030-108-B-0	MAINTENANCE OF SOLID WASTE COLLECTION	1	LS	\$	1,000.00	1,000.00	0.35		350.00	
81.	11050-108-A-0	CONCRETE WASHOUT	1	LS	\$	1,000.00	1,000.00			-	
82.	11065-108-A-0	REMOVAL OF WINDOW WELLS	6	EA	\$	595.00	3,570.00			-	
83.	11070-108-I-0	BOX CULVERT PATCHING	2	EA	\$	1,400.00	2,800.00			-	
84.	11075-108-A-0	CONNECTION INTO BOX CULVERT	4	EA	\$	640.00	2,560.00			-	
85.	11085-108-G-0	LIME BACKFILL	3,354	CY	\$	11.50	38,571.00	4,604.40		52,950.60	
86.	7030-103-H-2	TEMPORARY GRANULAR	30	TON	\$	22.00	660.00			-	
87A.	5010-103-A-1	WATER MAIN, TRENCHED, PVC AWWA C900, 8" - BID ALTERNATE	156	LF	\$	36.00	5,616.00	156.00		5,616.00	
88A.	5010-103-C-2	FITTING, ALL FITTINGS, WATER MAIN - BID ALTERNATE	92	LB	\$	10.00	920.00	92.00		920.00	
89A.	5010-103-D-0	WATER SERVICE STUB, TYPE K COPPER, 1", SHORT SIDE (approx. 7ft) - BID ALT	1	EA	\$	1,000.00	1,000.00			-	
90A.	5010-103-D-0	WATER SERVICE STUB, TYPE K COPPER, 1", LONG SIDE (approx. 59ft) - BID ALT	3	EA	\$	1,800.00	5,400.00			-	
91A.	5010-103-F-1	WATER MAIN ABANDONMENT - BID ALTERNATE	136	LF	\$	8.00	1,088.00			-	
92A.	7040-103-A-0	FULL DEPTH PATCHES - BID ALTERNATE	5	SY	\$	170.00	850.00			-	
93A.	7030-103-A-0	REMOVAL OF DRIVEWAY - BID ALTERNATE	28	SY	\$	9.00	252.00	28.00		252.00	
94A.	7030-103-H-1	DRIVEWAY, PAVED, PCC, 5" - BID ALTERNATE	33	SY	\$	37.00	1,221.00			-	
96A.	9999-999-A-1	ADJUSTED COMPLETION DATE	1	LS	\$	1.00	1.00			-	
							TOTAL ORIGINAL CONTRACT = \$ 1,951,187.70			\$ 728,999.45	
STORED MATERIALS SUMMARY:											
5.	2010-103-H-0	SUBGRADE TREATMENT, GEOGRID	1	LS	\$	63,412.50	63,412.50	0.38		24,462.50	
							TOTAL STORED MATERIALS = \$ 63,412.50			\$ 24,462.50	
CHANGE ORDER SUMMARY:											
95A.	11080-108-A-0	CO1 - LIGHTING - BID ALTERNATE	1	LS	\$	47,530.00	\$ 47,530.00		1		
CO2.1		CO2 - STAIRWAY WORK	1	LS	\$	2,070.00	\$ 2,070.00		1	2	2,070.00
CO2.2		CO2 - FERNCO COUPLER	2	EA	\$	121.89	\$ 243.38		2	2	243.38
							TOTAL CHANGE ORDERS = \$ 49,843.38			\$ 2,313.38	
							TOTAL CONTRACT				
							& CHANGE ORDERS \$2,001,031.08				\$ 755,775.33

CHANGE ORDER NO. 3

OWNER: City of Monticello

PROJECT: North Sycamore Street Reconstruction
S&A PROJECT #: 118.0554.08

To: Horsfield Construction, Inc.
Contractor
505 E Main Street
Address
Essex, IA 52045
City, State, Zip

You are directed to make the following changes in this contract:

- Description of change to be made:**
Item No. CO3.1 - Changes include labor and materials for removal of a lead cross on the existing water main along 1st Street and replacement with a ductile iron tee.
Item No. CO3.2 - Changes include labor and materials for a 4" water service to the Sacred Heart Church, 302 N. Sycamore Street, rather than a 1" service called for originally in the plans.
Item No. CO3.3 - Changes include updating one 12"x12" Femco Couplings (@ \$54/EA) to 12"x10" (@ \$175.69/EA, including shipment) for a difference of \$121.69/EA (same amount as noted in CO2).
Item No. CO3.4 - Changes include labor and materials for the addition of flooded backfill to fill a void beneath the existing reinforced box culvert located south of 6th Street.
Item No. CO3.5 - Changes include labor and materials for a 2" water service to the Sacred Heart Church, 234 N. Sycamore Street, rather than a 1" service called for originally in the plans.
Item No. CO3.6 - Changes include labor and materials for a 6" sanitary service to the Sacred Heart Church, 234 N. Sycamore Street, rather than a 4" service called for originally in the plans.

- Reason for Change:**
Item No. CO3.1 - Change was incurred due to unsuitable existing water main materials, replaced per City direction.
Item No. CO3.2 - Change was incurred due to differing existing materials and connections made, with regards to the water service connection at Sacred Heart Church, 302 N. Sycamore Street. Modifications were made with City involvement.
Item No. CO3.3 - Change was incurred due to differing existing materials and connections made, with regards to the Sanitary Sewer Main located on 6th Street.
Item No. CO3.4 - Change was incurred due to a void being created during removal of existing sanitary sewer casing pipe beneath the existing reinforced box culvert, south of 6th Street. The void is to be filled using flooded backfill. Changes were made with City involvement.
Item No. CO3.5 - Change was incurred due to differing existing materials and connections made, with regards to the water service connection at Sacred Heart Church, 234 N. Sycamore Street. Modifications were made with City involvement.
Item No. CO3.6 - Change was incurred due to differing existing materials and connections made, with regards to the sanitary service connection at Sacred Heart Church, 234 N. Sycamore Street. Modifications were made with City involvement.

- Settlement for the cost of making the change shall be as follows:**

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
CO3.1	1ST STREET WATER MAIN WORK	1	LS	\$5,725.81	\$5,725.81
CO3.2	4" WATER SERVICE TO 302 N. SYCAMORE	1	LS	\$4,222.50	\$4,222.50
CO3.3	FEMCO COUPLER	1	EA	\$121.69	\$121.69
CO3.4	BOX CULVERT FLOODED BACKFILL	1	LS	\$1,750.00	\$1,750.00
CO3.5	2" WATER SERVICE TO 234 N. SYCAMORE	1	LS	\$3,000.00	\$3,000.00
CO3.6	6" SANITARY SERVICE TO 234 N. SYCAMORE	1	LS	\$258.10	\$258.10
TOTAL					\$15,076.10

- This change order will result in a net change in the contract completion time of 0 days and a net change in the cost of the project of \$15076.10 divided as follows:

	Contract Amount	Contract Completion Date
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$2,001,031.08	November 21, 2019
Change due to this C.O. (+ or -)	\$15,076.10	0
Totals including this C.O.:	\$2,016,107.18	November 21, 2019

The change described herein is understood, and the terms of settlement are hereby agreed to:

Horsfield Construction, Inc.
CONTRACTOR
Cody Bayler

DATE: 6/24/19

Snyder & Associates, Inc.
ENGINEER
J. J. Barry, P.E.

DATE: 06/29/2019

City of Monticello
OWNER

DATE: _____

CO3.1 - 1ST STREET WATER MAIN WORK				
PERSONNEL/EQUIP./MATER.	HOURLY RATE	QUANTITY	HOURS	TOTAL
LARGE EXC. W/ OPER.	\$ 200.00	1.0	7.5	\$ 1,500.00
COMPACTOR FOR LARGE EXC.	\$ 100.00	1.0	7.5	\$ 750.00
RT BACKHOE W/ OPER.	\$ 125.00	1.0	7.5	\$ 937.50
LABORER	\$ 50.00	2.0	7.5	\$ 750.00
TIE IN MATERIALS*	\$ 1,563.31	1.0	1.0	\$ 1,563.31
BEDDING	\$ 15.00	15.0	1.0	\$ 225.00

ESTIMATED TOTAL \$ 5,725.81

*TIE IN MATERIALS INCLUDE:

10' OF 8" DIP

3' OF 6" DIP

1-8"X8" TEE W/ MEGALUGS

2-8" MACRO COUPLINGS

1-8"X6" REDUCER

1-6" MACRO COUPLING

CO3.2 - 4" WATER SERVICE TO 302 N. SYCAMORE			
OPTION 2: ALL MATERIALS IN STOCK			
8X4 TEE	\$ 180.00	1	\$ 180.00
4" VALVE	\$ 507.00	1	\$ 507.00
4" SOLID SLEEVE	\$ 61.00	1	\$ 61.00
4" MEGALUGS	\$ 19.50	5	\$ 97.50
8" SOLID SLEEVE	\$ 115.00	2	\$ 230.00
8" MEGALUGS	\$ 29.50	6	\$ 177.00
8" DIP	\$ 25.00	18	\$ 450.00
4" C900	\$ 3.00	60	\$ 180.00
LABOR/EQUIP	\$ 2,340.00	1	\$ 2,340.00

TOTAL	\$ 4,222.50	C900
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Sold To:

LINCOLN WINWATER WORKS CO.
515 NW 27TH STREET #2
LINCOLN, NE 68528

Original Invoice

19-809

Page	Date Printed	Invoice No.
1	5/10/19	061250 01

To Reorder Contact Us At
Phone No. : (402) 438-2988
Fax No .. : (402) 438-2992 DB# 08

Sold To:

HORSFIELD COMPANIES INC
PO BOX 305
505 E MAIN ST
EPWORTH, IA 52045-0305

Ship To:

MONTICELLO N SYCAMORE ST
HORSFIELD COMPANIES INC
N SYCAMORE & 2ND STREET
MONTICELLO, IA 52310
CONC X PLASTIC COUPLINGS

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship VIA	Date Shipped
00783-001361		042-CHRISTOPHER BU	Stock	OUR TRUCK	5/10/19

NOW YOU CAN ACCESS YOUR ACCOUNT INVOICES ONLINE AT MY.WINWHOLESALE.COM

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
2	EA	10X10 CONCKOLAY COUPLING 105-1010	2		82.0000		.00	164.00	N
1	EA	FREIGHT	1		187.3800		.00	187.38	N

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.
1 & 10TH, NET 30TH
If Paid By 6/10/19 You May Deduct 3.51
Pay full balance by 6/25/19

Tax Area ID:	Net Sales	351.38
IA - 161050640	Freight	.00
State Tax % .000	State Tax	.00
Local Tax % .000	Local Tax	.00
	Invoice Amount	351.38

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (402) 438-2988.
T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale.

CO3.4 - BOX CULVERT FLOODED BACKFILL				
PERSONNEL/EQUIP./MATER.	HOURLY RATE	QUANTITY	HOURS	TOTAL
LARGE EXC. W/ OPER.	\$ 200.00	1.0	2.5	\$ 500.00
COMPACTOR FOR LARGE EXC.	\$ 100.00	1.0	2.5	\$ 250.00
RT BACKHOE W/ OPER.	\$ 125.00	1.0	2.5	\$ 312.50
DUMP TRUCK W/ DRIVER	\$ 85.00	1.0	2.5	\$ 212.50
LABORER	\$ 50.00	2.0	2.5	\$ 250.00
FLOODED BACKFILL	\$ 15.00	15.0	1.0	\$ 225.00

(TON)

TOTAL \$ 1,750.00

**CO3.5 AND CO 3.6 - 2" WATER AND 6" SANITARY SERVICE TO 234 N.
SYCAMORE**

2" WATER SERVICE CHANGE ORDER

ITEM	UNIT PRICE DIFFERENCE BETWEEN 1" & 2"	UNITS	TOTAL
CURB STOP	\$ 206.50	1	\$ 206.50
CORP	\$ 218.50	1	\$ 218.50
COPPER	\$ 5.30	60	\$ 318.00
SADDLE	\$ -	1	\$ -

TOTAL MATERIAL PRICE INCREASE **\$ 743.00**

CONTRACT PRICE OF 1" SERVICE **\$ 1,800.00**

MATERIAL/LABOR TO INSTALL UNUSED 1" CORP/SADDLE **\$ 457.00**

TOTAL PRICE OF 2" SERVICE: **\$ 3,000.00**

6" SEWER SERVICE CHANGE ORDER

ITEM	UNIT PRICE DIFFERENCE BETWEEN 1" & 2"	UNITS	TOTAL
WYE	\$ 10.50	1	\$ 10.50
45	\$ 23.50	1	\$ 23.50
PIPE	\$ 0.05	42	\$ 2.10
FERNCO	\$ 20.00	1	\$ 20.00
NEXT DAY DELIVERY	\$ 200.00	1	\$ 200.00

TOTAL MATERIAL PRICE INCREASE **\$ 256.10**

City Council Meeting
Prep. Date: 06/24/2019
Preparer: Britt Smith



Agenda Item: # 7
Agenda Date: 07/01/2019

Communication Page

Agenda Items Description: Resolution to approve Agreement for Communication Services with the Jones County Sheriff's Dpt.

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: Agreement with Sheriff to handle dispatch services for City of Monticello.

Background Information: The Sheriff's Dpt. has handled dispatch services, which includes Police, Fire and EMS communications for the City since the mid 90's when our City run dispatch center was discontinued. Since then, the City has contracted with the Sheriff for these services at a rate solely determined by the Sheriff and approved by the Board of Supervisors. This rate was not derived from a specific formula that provided any insight or justification for those fees. Annual fees have continued to increase with the current fee requested for FY '18/19 as \$21,198, representing an increase of approximately 5% over the FY '17 investment.

	FY '19/18	FY '18/19	FY '17/18	FY '16/17	FY '15/16
Annual Fees	\$21,833.94	\$21,198.00	\$20,188.61	\$19,659.00	19,076.00

In examining the last 5 years, contract fees had routinely increased by 3%, with the exception between FY '17/18 and FY '18/19 of 5%. There is also a significant disparity between the contract fees of the various other communities, including Anamosa, that is unable to be explained using their current calculations. In January of 2018 we received the FY '18/19 communication contract and fee, which after council questions and discussion we opted to table the agreement at the February 5th, 2018 meeting until more information was obtained from the Sheriff. Through communication between the Chief and the Sheriff we requested to meet with County representatives to establish an explanation for the increases and the formula used to calculate these fees. After multiple requests over the next 6 months, our request was never honored. In May of 2019, we received a request for payment from the Sheriff for FY '18/19 Communication fees. A request was once again made to discuss the communication fee schedule since it had not been addressed. After further explanation and a request, a meeting finally occurred June 18th, 2019 with Mayor Brian Wolken, Council members Candy Langerman and Tom Yeoman, City Administrator Doug Herman and Chief Britt Smith, with Supervisors Ned Rohwedder, Wayne Manternach, Auditor Janine Sulzner, and Sheriff Graver. During

this meeting it was our intent to determine the amount of taxes paid to Jones County that are paid by taxpayers within the corporate limits of the City of Monticello and to determine the amount that is presently applied to the general operating budget of the Dispatch Center. This will be an ongoing discussion over the next few months and it is our intent to work with the County to establish a fair and equitable fee schedule effective beginning FY '20/21 that accounts for tax dollars presently paid, along with recognition and accountability for City funded services that benefit the County.

In the interest of public safety, we have little choice but to pay the requested rate for FY '18/19 since services have been performed, which is nonetheless significantly less than it would be for us to run our own dispatch center. We will soon have an additional request for FY '19/20 communication fees that will be separate from this resolution.

Staff Recommendation: I recommend that the Council consider approval of the Resolution to approve Agreement for Communication Services for FY '18/19 with Jones County Sheriff's Dpt.

The City of Monticello, Iowa

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

RESOLUTION 19-__

Approving Agreement for Communication Services Between Jones County, Jones County Sheriff, and City of Monticello

- WHEREAS,*** The City of Monticello, Iowa is an incorporated City within Jones County, Iowa, and
- WHEREAS,*** The Monticello City Council has previously entered into agreements with Jones County and the Jones County Sheriff Department to provide communication services to the City, and
- WHEREAS,*** The Agreement with the above entities is subject to renewal annually, with the agreement for FY '18/19 being presented for approval at the rate of \$21,198, a 5.0% increase over the previous year, 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 for Communication Services previously mentioned 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 July, 2019.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

**AGREEMENT FOR COMMUNICATION SERVICES
BETWEEN THE JONES COUNTY SHERIFF AND THE
CITY OF MONTICELLO, IOWA**

2018-2019

**Prepared by Sheriff Greg A Graver
500 West Main Street
Po Box 167
Anamosa, Iowa 52205
319-462-4371**

This agreement is entered into this ___ day of ___, 2018, by and between Jones County, hereinafter referred to as the County; The County Sheriff, hereinafter referred to as the Sheriff; and the City of MONTICELLO hereinafter referred to as the City.

I

STATEMENT OF AGREEMENT. The County and its Sheriff agree to provide communication services to the City and the City agrees to engage the County, through its Sheriff, to provide such services in accordance with and subject to the terms of this agreement.

II

LEGAL BASIS. This agreement is authorized by the provisions of Chapter 28E of the Code of Iowa.

III

COMMUNICATION SERVICES DEFINED. General Communication Services consist of 24-hour communication (365 days per year) for all E911 and dispatch calls and technical service to be provided for the City, City Police, Fire and Ambulance Departments and the City Residents.

IV

DELIVERY OF SERVICES. Delivery of services shall be provided as follows:

1. **SERVICE AREA:** The Sheriff shall provide general communication services within the corporate limits of the City.
2. **ENFORCEMENT RESPONSIBILITIES:** The Sheriff shall provide communication services for the City. The Sheriff shall not be required to assume any other communication services or function not consistent with those customarily performed by the Sheriff and under the Charter of the County and Statutes of the State.
3. **DELIVERY OF SERVICE:** The Sheriff shall deliver 24-hour service of communication services. This agreement shall commence July 1, 2018 and shall terminate on June 30, 2019.
4. **SERVICE MANAGEMENT:** The planning, organization, scheduling, directions and supervision of the Sheriff's personnel and all other matters incident to the delivery of general communication services to the City shall be determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of the personnel working in the Dispatch Center.
5. **RESPONSIVENESS:** The Sheriff shall give prompt consideration to all requests of the City regarding the delivery of general communication services. The Sheriff shall make every effort to comply with these requests if they are consistent with good communication service practices.

V

RESOURCES. Resources shall be provided as follows:

1. **COUNTY RESPONSIBILITY:** Unless specifically agreed to in another part of this agreement, the County shall furnish all labor, equipment, facilities and supplies required to provide communication services to the City.
2. **INDIVIDUAL OWNERSHIP OF PROPERTY:** The County and City shall retain title to the property each may require to fulfill its obligation under this agreement and, upon termination of this agreement, each party may dispose of its property as it sees fit.

VI

LIABILITY. Liability shall be assumed as follows:

1. **COUNTY:** The County shall assume liability for, defend against, indemnify and hold harmless the City from all costs or damages for injury to persons or property caused by the County in providing or failing to provide general communication services to the City, including attorney fees for defense against such claims.
2. **CITY:** The City shall assume liability for, defend against, indemnify and hold harmless the County from all costs and damages for injury to persons or property caused by the City, including attorney fees for defense against such claims.

VII

PERSONNEL.

1. **EMPLOYEE STATUS:** All persons employed by the Sheriff and providing general communication services to the City shall be County Employees and shall not have any benefit, status or right of City employment.

2. **PAYMENT:** The City shall not be liable for direct payments of salaries, wages or other compensation to County Employees providing general communication services to the City.

3. **INDEMNITY:** The City shall not be liable for, or indemnity to any County Employee for injury or sickness arising out of his/her employment providing general communication services to the City.

VIII

FEES. Fees and payments shall be as follows:

1. The total sum the City shall pay the County is **\$21,198** for the period of July 1, 2018 through June 30, 2019 for general communication services delivered during the term of this agreement.
2. **BILLING:** The County shall receive from the City **\$21,198** per year for Dispatch services. This payment shall be made by check payable to the Jones County Sheriff, and be delivered to the Sheriff's Office in Anamosa, Iowa 52205. Payments may be made during the term of this agreement as long as the entire balance is paid by May 15, 2019.
3. **DELINQUENCY:** If the City does not make full payment by the date due, the County may terminate this agreement and the City shall be liable for general communication services rendered to the time of termination.

IX

TERM. This agreement shall take effect on July 1, 2018 and shall continue through June 30, 2019. This agreement shall automatically renew on an annual basis unless either the Sheriff, the County or the City provide written notice of termination to all other parties at least sixty days prior to termination of this agreement. This agreement can also be terminated at any time by mutual consent of all parties.

Dated this _____ day of _____, 2018

By: _____, Chairperson, Board of Supervisors, Jones County

Dated this _____ day of _____, 2018

By: _____, Mayor, City of Monticello

Dated this _____ day of _____, 2018

By: _____, Sheriff, Jones County

City Council Meeting
Prep. Date: 06/20/19
Preparer: Doug Herman



Agenda Item: 8
Agenda Date: 07/01/2019

Agenda Items Description: Resolution to approve Contract for Municipal Attorney's fees between the City of Monticello and Lynch Dallas, P.C.

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

Attachments & Enclosures:

Proposed Resolution (to be prepared)
Lynch Dallas Contract

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The City Council previously appointed Lynch Dallas as the Monticello City Attorney. The attached document sets forth their fee structure.

Background Information: The attached document sets forth the fees to be charged by Lynch Dallas if and when the City requests their services. It is standard to have such an agreement in place so that both parties are on the same page.

Staff Recommendation: I recommend that the Council approve the Contract for Municipal Attorney's fees between the City of Monticello and Lynch Dallas, P.C.

CONTRACT FOR MUNICIPAL ATTORNEY SERVICES

IT IS AGREED between the City of Monticello, Iowa (“the City”) and Lynch Dallas, P.C. (“Attorneys”):

1. **EMPLOYMENT.** The City employs Lynch Dallas to represent the City for such municipal services as the City may determine beginning July 1, 2019 and continuing in perpetuity unless cancelled by either party in accordance with this contract. The scope of employment shall encompass all legal work directed by the City Council or its designee(s). Said work may encompass, but may not be limited to:

- 28E and Other Sharing Agreements
- Advice on Parliamentary Procedure and Robert’s Rules of Order
- Alternative Dispute Resolution
- Advice to City Administrator
- Building and Construction Contracts
- Building Codes
- Civil Litigation Advice
- Civil Service Advice
- Compliance with State and Federal Laws and Regulations
- Drug/Alcohol Testing Issues
- Drafting and Interpreting Ordinances, Resolutions, and Various Contractual Agreements
- Eminent Domain
- Employee Benefits
- Employee Evaluation, Discipline, and Termination
- Employment Policies and Procedures
- Environmental Issues
- Insurance Litigation and Insurance Coverage Disputes
- Labor and Employment Litigation
- Labor Relations, Collective Bargaining, and Arbitration
- Media Relations
- Municipal Code Enforcement
- Negotiation and Drafting of Easements
- Open Meetings, Freedom of Information Act, and Open Records Issues
- Planning and Zoning Issues and Hearings
- Prosecution of City Ordinance Violations, Include Trials
- Policy Development and Review
- Premises Liability and Chapter 670 Immunity Issues
- Real Estate Transactions
- Unemployment Fact-finding and Appeals
- Utility Issues
- Workers’ Compensation Advice until a Contested Case is Filed
- Zoning Ordinances and Variances

2. **EXPENSES.** In addition to payment for fees, the City shall reimburse Attorneys for reasonable expenses incurred on behalf of the City, including but not limited to photocopies, postage, computer-aided legal research, federal mileage rate for travel, cost of securing records or documents, photographs, hospital records, medical reports, medical examinations, filing fees, court costs, depositions, expert witness fees, and other reasonable expenses incurred by Attorneys for the City. In the case of very large expenses, the City may need to pay said expenses directly. Any unpaid expense will

be billed periodically by Attorneys and will be paid by City upon billing. Any unused expense money advanced to Attorneys by the City shall be refunded to the City.

Reimbursement of Expenses

Filing Fees	Actual Cost
Postage	Actual Cost
Mileage	Federal Rate (IRS)
(LexisNexis®)	\$40.00/search (not to exceed one charge per research project)
Black & White Copies	\$0.15/page
Color Copies	\$0.60/page

3. **RECONCILIATION OF FEES OWED ON RETAINER.** All fees accrued as of the date of execution of this agreement for on-retainer matters due and owing following the application of any retainer payments held in trust shall be remitted by the City within two monthly billing cycles.

4. **FEES.** The City shall pay Attorneys for fees at the following hourly rates:

Shareholders/Senior Associates (5 years or more experience)	\$165.00
Associates	\$145.00
Legal Assistants	\$100.00

The City shall be billed at one-half the usual hourly rate for travel time, plus reimbursement of Attorneys for mileage traveled in their representation of the City, as set forth in Paragraph 3, above. Unless agreed, the City shall pay for only one attorney at meetings, or a combined fee and mileage equal to the rate of one attorney, regardless of whether one or more attorneys is present.

5. **BILLING.** The City shall be billed monthly for fees and expenses incurred in the previous month. Attorneys shall bill in increments of .1 (one-tenth) of an hour, and each entry shall be separately accounted and described. It is the City's responsibility to ask questions if a bill requires clarification. Bills shall be paid within thirty (30) days of receipt.

6. **PLACE OF PAYMENT.** All sums due shall be paid at Attorneys' office, Lynch Dallas, P.C., P.O. Box 2457, 526 Second Avenue SE, Cedar Rapids, Iowa 52406-2457.

7. **COMMUNICATION BY ATTORNEYS.** Consistent with the City's desire to balance the efficient control of legal expenses with the need for the City's politically elected to leaders to be kept aware of important developments, Attorneys shall use reasonable best efforts to ensure the City staff and the City Council are appropriately informed of ongoing matters and questions are answered promptly.

8. **CONTINUING AGREEMENT.** This agreement shall continue year to year without action of the parties. However, either party may at any time, with written notice to the other party, discontinue this agreement with one-hundred and twenty (120) days' written notice.

Dated the _____ day of _____, 2019.

CITY OF MONTICELLO, IOWA

LYNCH DALLAS, P.C.

By: _____
Brian Wolken, Mayor

By: Patrick J. O'Connell, Shareholder

Attest:

Sally Hinrichsen, City Clerk

City Council Meeting Prep. Date: 06/27/19 Preparer: Sally Hinrichsen		Agenda Item: 9 Agenda Date: 07/01/2019
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Agenda Items Description: Resolution authorizing Fire Department to seek bids on new “Pumper Fire Truck”.

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

Synopsis: The Monticello Fire Department has prepared specifications for a new pumper fire truck and the Fire Board recommends that they proceed with seeking bids.

Background Information: The Monticello Fire Department has been researching and looking at various fire trucks over the last few years. They recently finished the “Pumper Fire Truck” specifications and are ready to go out to bid. They have been setting aside “Fire Truck Replacement Funds” for several years to be able to purchase this truck. This will replace MF8 Truck which will be 25 years old next year. Once the new truck is ordered, delivery is estimated to be 1 ½ year out. Members of the Fire Department will be at the meeting to answer any questions.

Staff Recommendation: I recommend that the Council authorize the Fire Department to seek bids on a new “Fire Truck” for the City of Monticello

City Council Meeting
Prep. Date: 06/20/19
Preparer: Doug Herman



Agenda Item: # 10 & 11
Agenda Date: 07/01/2019

Communication Page

Agenda Items Description: **Resolution** to approve Conditional Rezoning Agreement between City of Monticello and Mitch and Kendi Monk. **Ordinance** to re-zone property from R-1 to R-3 Condominium Development. (3rd Reading)

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

Attachments & Enclosures:

Ordinance

Conditional Rezoning Agreement

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Mitch and Kendy Monk request the re-zoning of a lot on Spring Farm Lane from R-1 to R-3 to allow for the construction of a two unit Condominium.

Background Information: Mitch and Kendi live at 5 Spring Farm Lane. They own a lot located generally to the west of their home, between their home and Spring Farm Lane. It is on this lot that they would like to build a two unit condominium. The Council has passed two readings of an Ordinance to grant the re-zoning request subject to the execution of a Conditional Re-Zoning Agreement which has been signed by the Monks.

Recommendation: I recommend that the Council review and consider the Conditional Rezoning Agreement to ensure that it meets with your approval and if so that it be approved prior to considering the 3rd and final reading of the Ordinance to re-zone the property.

Preparer Info.: Atty. Doug Herman, Monticello City Admin., 200 E. 1st St. Monticello, IA 52310 Ph. 319.465.3577

CONDITIONAL REZONING AGREEMENT

PROPERTY OWNE: Mitchell S. Monk and Kendi L. Monk (f/k/a Kendi L. Nagel)

APPLICANT: Mitchell and Kendi Monk

DATE APPROVED BY CITY COUNCIL: _____

REZONED FROM R-1 Single Family Residential to R-3 Condominium District

We, Mitch and Kendi Monk, do hereby agree and accept the following conditions placed on the following described property:

Legal Description

CONDITIONS of RE-ZONING

1. One structure will be permitted to be constructed on the lot, that being a two unit Condominium with no more than two bedrooms per unit, said Condominium to be built on a slab.
2. Each Condominium Unit shall include a garage with two parking stalls and each garage shall be served with a Concrete Driveway that will allow at least two cars to be parked outside of the garage on the driveway, outside of any street right-of-way.
3. The property shall be served by a permitted Septic System that shall be installed in such a manner so that discharge from the septic system is minimal to none with all discharge to be managed or maintained on the property. (There shall be no "stream" of water or evidence of septic tank discharge leaving the above described property.)
4. The structure shall meet all City Code setbacks and a building permit must be acquired prior to the commencement of construction.
5. It is the stated intention of the Owner/Applicant that each unit is intended to be sold. To that end, the only time a unit may be rented (occupied by a non-owner) is if the other unit is owner occupied and that owner owns the second unit to be occupied by a tenant. A violation of this provision shall subject the Owner of the property to Civil Penalties and injunctive relief.

We further acknowledge that the above Conditions were required by the City Council of the City of Monticello and but for our agreement to these conditions the City Council would not have agreed to the re-zoning of the above-described property. The Conditions agreed to herein shall be perpetual in nature and shall run with the land.

Subscribed and sworn to this 25 day of June, 2019.

Owner/Applicant

Mitchell S. Monk
Mitchell S. Monk

Kendi L. Monk
Kendi L. Monk (f/k/a Kendi L. Nagel)

City of Monticello

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

State of Iowa)
)§
County of Jones)

On this 25th day of June, 2019, before me, the undersigned, Notary Public in and for the State of Iowa, personally appeared Mitchell S. Monk and Kendi L. Monk (f/k/a Kendi L. Nagel), known to me to be the identical persons named herein, who swore and affirmed that they executed the above and foregoing as an expression of their voluntary act and deed.

Cheryl M. Clark
Notary Public, State of Iowa



State of Iowa)
)§
County of Jones)

On this ___ day of _____, 2019, before me, the undersigned, Notary Public in and for the State of Iowa, personally appeared Brian Wolken and Sally Hinrichsen, Mayor and City Clerk for the City of Monticello, respectively, known to me to be the identical persons named herein, who swore and affirmed that they executed the above and foregoing with the express consent of the Monticello City Council in their capacities as Mayor and City Clerk.

Notary Public, State of Iowa

JONES COUNTY ENVIRONMENTAL SERVICES
PERMIT TO CONSTRUCT AN
ONSITE WASTE TREATMENT SYSTEM

Mitchell Monk
5 Spring Farm Lane Monticello *un dx 10/2*



1250g tank each condo

System is sized for four bedrooms - two condo units each with two bedrooms. Due to small lot size, site is not suitable for soil absorption. A shared coco biofilter sized for four bedrooms may be installed on either lot. Coco biofilter must be installed to meet manufacturer size requirements and specifications. Separate septic tanks 1250g minimum volume must be maintained on each lot. The septic tanks shall be sized larger if recommended by manufacturer. A maintenance agreement with a trained service provider is required for the life of the system. A copy of the maintenance agreement MUST be submitted to this department. A written shared septic agreement MUST be submitted to this department and recorded with County Recorder for future owner knowledge. The agreement must indicate details of sharing maintenance costs and replacement of coco fiber when needed.

Must maintain all required separation distances: 50' from all private wells, 10' from all property lines. Effluent discharge must not impact adjacent properties. Recommend tertiary treatment to decrease amount of surface discharge. Install gravel absorption trenches with overflow outlet maintaining 10' from property lines. If more than four bedrooms are planned for now or future, this permit must be revised so septic is sized appropriately for bedroom number. Require effluent filter in tank outlet. Consulted NRCS Soil Survey.

Permit Issued To: MITCHELL MONK
Permit Number: 201920 Expiration Date: 6-14-22
This authorization to construct an onsite waste treatment system has been granted pursuant to the provisions of Code of Iowa Chapter 69 at the location specified below. Must be installed by Contractor LICENSED in Jones Co.
Jones County #53 27 Sec 86 Twp 3 Rng
Township Name: LOVELL
Addition Name: _____ Lot Number _____
Site Address: 5 SPRING FARM LANE UNIT 1&2

This installation must be in accordance with specifications as approved on the application, and in accordance with Code of Iowa Chapter 69 On-Site Wastewater Treatment and Disposal Systems.

Tank Capacity: 1250 gallon
Absorption Field gravel chamber gravelless
MAINTAIN 100' FROM ALL WELLS AND 10' FROM PROPERTY LINES.

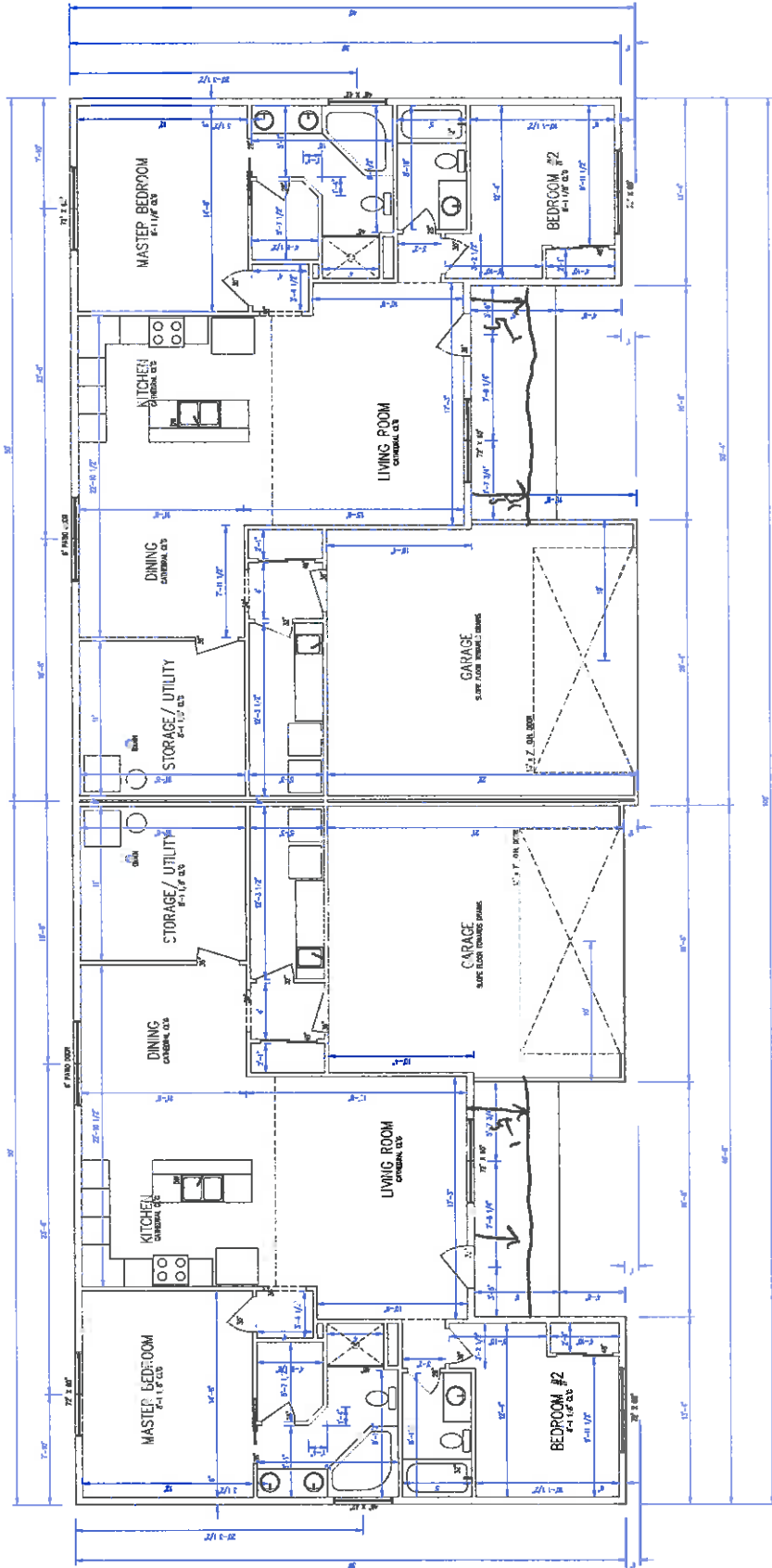
Special Requirements:
PERMIT ISSUED FOR 1250 GALLON TANK - EACH CONDO

SEE ATTACHED SPECIFICATIONS

All parts of the system must remain uncovered prior to the final inspection. The septic installer must contact Jones County Environmental Services 24 hours in advance.

Mitchell Monk
Environmental Health Specialist
Date: 6-14-19

THIS PERMIT IS NON-TRANSFERRABLE
POSTED PERMIT MUST BE VISIBLE FROM THE ROAD



INDICATE ALL EXTERIOR WALLS
 INDICATE ALL DOORS
 INDICATE ALL WINDOWS
 INDICATE ALL STAIRS
 INDICATE ALL BALCONIES
 INDICATE ALL PATIOS
 INDICATE ALL TERRACES

City Council Meeting
Prep. Date: 06/20/19
Preparer: Doug Herman



Agenda Item:
Agenda Date: 07/01/2019

Communication Page

Agenda Items Description: City Administrator Report

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

Attachments & Enclosures:

Fiscal Impact:

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

Engineer Report

Administrator Report:

1. Compost Site Update / Ownership / Fill-Grading: A relatively significant amount of material was taken to the Compost Site by Horsfield and B & J Excavating is using the material to fill some voids on the property, creating additional level space that can be utilized in the future and eliminating water holes that could be home to mosquitos/etc. The work is largely complete, or will be by the meeting. The work may have inadvertently crossed into the AWF property. We will grade and seed as is appropriate and have a surveyor mark the pins before fencing work.
2. Additional 7th Street Reconstruction Work: Another property owner or two have consented to voluntary assessments. Snyder is designing the infrastructure improvements to that we may move forward with those this year with paving to potentially be completed this fall, next spring at the latest.
3. Diamond Drive: Any discussion on City lot off of Diamond Drive.
4. City Fountain: Work is progressing, looks good so far. Additional grants are being pursued for Phase 2. Will update at meeting on progress
5. FAA Property Buyout Discussion: Will update if anything to report.
6. Sidewalk/Curb/Gutter near 9th and Maple: Letter has been sent to property owners for feedback. Invited them to attend meeting.
7. Wage/Benefit meeting reminder.

June 19, 2019

Shawn and Kim McQuillen
907 N. Maple Street
Monticello, IA 52310

Re: Sidewalk Installation

Dear Shawn and Kim:

The Council has asked that I reach out to you to discuss the installation of a sidewalk on your property that would connect Madalyn Court with the new Welter Condominiums. The installation of the sidewalk would be your responsibility but the City has in the past agreed to pay for sidewalk installations in cases like this with a payment plan between the property owner and the City to reimburse the City over a period of months. The sidewalk would need to meet ADA requirements and would, based thereon, potentially impact a portion of your driveway approach. (Where the sidewalk passes through your driveway it can only have a minimal cross slope, your driveway may currently have more slope than would be allowed. Our City Engineer could look at this with you when in town.) There is an additional lot to the south of the Welter project that will also be asked to install a sidewalk. The installation of these two sidewalks, with the Welter sidewalk, would then connect that area all the way to downtown.

The City Council intends to see to the installation of curb and gutter at City cost along the Welter property and your property where it abuts Maple Street, connecting to the curb and gutter on 9th Street and the curb and gutter near Madalyn Court.

I will be out next week, returning to my office on July 1st. I plan to have the Council discuss this matter further during the reports section of the July 1st Council meeting. Your presence at that meeting is welcome.

Sincerely yours,

Douglas D. Herman
Monticello City Administrator

June 19, 2019

Aaron and Jeanne Arensdorf
855 N. Maple Street
Monticello, IA 52310

Re: Sidewalk Installation

Dear Arensdorfs:

The Council has asked that I reach out to you to discuss the installation of a sidewalk on your property that would connect Madalyn Court with the new Welter Condominium and your property to the downtown area. The installation of the sidewalk would be your responsibility but the City has in the past agreed to pay for sidewalk installations in cases like this with a payment plan between the property owner and the City to reimburse the City over a period of months. There is an additional lot to the north of the Welter project that will also be asked to install a sidewalk. (The City will pay for the handicapped access to be located in the ROW near the intersection of 9th Street as has been our past practice.)

The installation of these two sidewalks, with the Welter sidewalk, would then connect that area all the way to downtown.

I will be out next week, returning to my office on July 1st. I plan to have the Council discuss this matter further during the reports section of the July 1st Council meeting. Your presence at that meeting is welcome.

Sincerely yours,

Douglas D. Herman
Monticello City Administrator