# City of Monticello, Iowa

# www.ci.monticello.ia.us Posted on September 14, 2021 at 3:30 p.m. Monticello City Council Meeting September 20, 2021 @ 6:00 p.m. Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

Mayor:	Brian Wolken	Staff:	
City Council:		City Administrator:	Russell Farnum
At Large:	Dave Goedken	City Clerk/Treas.:	Sally Hinrichsen
At Large:	Brenda Hanken	Police Chief:	Britt Smith
Ward #1:	Scott Brighton	City Engineer:	Patrick Schwickerath
Ward #2:	Candy Langerman	Public Works Dir.:	Nick Kahler
Ward #3:	Chris Lux	Water/Wastewater Sup.:	Jim Tjaden
Ward #4:	Tom Yeoman	Park & Rec Director:	Jacob Oswald
		Library Director:	Michelle Turnis

- 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 Approval of Payroll **Approval** of Bill List Approval of La Hacienda Mexican Restaurant liquor license

September 7, 2021 September 9, 2021

#### **Resolutions:**

- 1. Resolution local match for the Hazard Mitigation Assistance Program (Flood Plain Buyout 202 N Main)
- 2. Resolution designating and authorizing the Russell Farnum City Administrator as City Representative to sign all documents related to the Mitigation Project providing funding to assist with the Flood Plain Buyout 202 N Main

- **3. Resolution** Authorizing City Administrator to execute Iowa Department of Transportation Agreement for the Fiscal Year 2022 Airport Improvement Program between IDOT and the City of Monticello related to Taxiway and Apron Extension
- 4. **Resolution** to approve a plan for sidewalk infill along North Birch Street
- 5. **Resolution** to approve Dollar Fresh Site Plan

### **Reports / Potential Actions:**

- 6. City Engineer
- 7. Mayor
- 8. City Administrator
- 9. City Clerk
- **10.** Public Works Director
- **11.** Police Chief
- 12. Water/Wastewater Superintendent
- 13. Park and Recreation Director
- 14. Library Director

### Work Sessions:

15. Work Session – Community Building

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

# Meeting Instructions for the Public Due to the Covid-19 Virus the public will be admitted into this meeting. Mask is recommended but not required to attend the meeting and seating is limited

The meeting will continue to be broadcast on Mediacom (Local Access Channel) and will be accessible via Zoom via the following link.

City of Monticello is inviting you to a scheduled Zoom meeting.

Topic: September 20, 2021 City Council Meeting

Time: Sep 20, 2021 06:00 PM Central Time (US and Canada)

Join Zoom Meeting https://us02web.zoom.us/j/85729179918

Meeting ID: 857 2917 9918 One tap mobile +13017158592,,85729179918# US (Washington DC) +13126266799,,85729179918# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 857 2917 9918

Find your local number: https://us02web.zoom.us/u/kdHVbTxL4D City of Monticello is inviting you to a scheduled Zoom meeting. Regular Council Meeting September 7, 2021 – 6:00 P.M. Community Media Center

Mayor Brian Wolken called the meeting to order. Council present were: Dave Goedken, Brenda Hanken, Candy Langerman, Chris Lux, Tom Yeoman and Scott Brighton. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Public Works Director Nick Kahler, Park & Rec Director Jacob Oswald, and Library Director Michelle Turnis. Police Chief Britt Smith arrived during meeting. The public was invited to attend the meeting in person, with limited seating or to participate in the meeting electronically via "Zoom Meetings" and were encouraged to communicate from Zoom Meeting via chat, due to the heightened public health risks of the Coronavirus Pandemic (COVID-19). The meeting did have public attendance, both in-person and via Zoom.

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

Erich Eggers, 215 North Chestnut voiced his concern on lack of progress on the Norm Zimmerman property on North Chestnut Street. He showed several pictures of the work site, including the re-rod sticking up which he feels is unsafe and the dead weeds that were sprayed, but not mowed. Wolken reported that he directed the Police Chief Smith to look into any code and nuisance violations. Wolken stated that Zimmerman was advised that his building permit has expired, so he will need to reapply for the building permit.

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

Jess Wiedenhoff announced that she was appointed as Jones County Public Health Coordinator and gave a brief presentation on the 5-2-1-0 Healthy Choice Count! program that she is working to implement in Jones County. She also reported on Jones County Public Health Workgroup areas of focus.

Brandon Gish with Enterprise Rental gave a presentation on fleet management and rental and his recommendation for the city to start with the rental program. Consensus was to place on a future agenda for further discussion.

Goedken moved to approve Resolution #2021-99 approving the final plat of Northridge Estates Third Addition, City of Monticello, Jones County, Iowa, a subdivision of Lot 11 in Industrial Park Third Addition, except for the North 145 feet and Parcel 97-31, all in the City of Monticello, Jones County, Iowa. Langerman seconded. Roll call unanimous.

Yeoman moved to approve Resolution #2021-100 approving the final plat of Northridge Estates Third Addition, City of Monticello, Jones County, Iowa, a subdivision of Outlot "A" in Northridge Estates, Second Addition, all in the City of Monticello, Jones County, Iowa. Brighton seconded. Roll call unanimous. Farnum advised the payment to Creative Adventure Lab in the amount of \$20,000 related to the Rural Innovation Grant for façade and entryway improvements at 101 E. 1<sup>st</sup> Street; is pass thru funds. The City received the funds for the work completed and paid by Creative Adventure Lab. Hanken moved to approve Resolution #2021-101 to approve payment to Creative Adventure Lab in the amount of \$20,000 related to the Rural Innovation Grant for façade and entryway improvements at 101 E. 1<sup>st</sup> Street. Lux seconded. Roll call unanimous.

Farnum advised the dilapidated structure was involved with several nuisance violations that the Police Chief has worked on. The owner is willing to sell the property for \$15,000.00 and has signed the purchase agreement. Yeoman moved to approve Resolution #2021-102 to approve Deed, Declaration of Value, Groundwater Hazard Statement and Closing Statement associated with 449 North Sycamore Street sale and authorize City Administrator to close the Real Estate transaction. Langerman seconded. Roll call unanimous.

Council discussed the ordinance that was adopted in 2019 that limited the time for tax abatement to five years of the completion of the improvements. Lux moved to approve Resolution #2021-103 Approving Natasha & Grant Terry Tax Abatement Application related to Residential Improvements constructed at 216 S Maple Street, Monticello, Iowa. Langerman seconded. Roll call unanimous.

Yeoman moved to approve Resolution #2021-104 Approving Gary Anciaux Tax Abatement Application related to Residential Improvements constructed at 312 Faust Circle, Monticello, Iowa. Goedken seconded. Roll call: Ayes none. Nays: Yeoman, Goedken, Hanken, Brighton, Langerman and Lux. Motion failed.

Hinrichsen advised the credit card company is now requiring a business authorization resolution that authorizes changes to the credit card like adding names or amounts. She recommended City Administrator, City Clerk and Deputy City Clerk be authorized. Goedken moved to approve Resolution #2021-105 entitled Business Authorization Resolution as related to City Credit cards. Brighton seconded. Roll call unanimous.

Yeoman moved to schedule Trick or Treat Night in Monticello for Sunday October 31, 2021 from 6:00 PM to 8:00 PM. Langerman seconded. Roll call unanimous.

Goedken moved to accept bid on the 2004 Ford F250 from Brian Crowley in the amount of \$500.00, Langerman seconded. Roll call unanimous except Yeoman who felt Enterprise Rental should be involved.

Langerman moved to approve Ordinance #749 amending the Code of Ordinances of the City of Monticello, Iowa, by amending Chapter 10 Urban Revitalization, "Section 10.10 Exemption", second reading in title only. Brighton seconded, roll call unanimous. Hanken moved that the statutory rule requiring said ordinance be considered and voted on for passage at two Council

meetings prior to the meeting at which it is to be finally passed be suspended and that said Ordinance be regarded as having been considered and voted on at two prior Council meetings. Brighton seconded, roll call unanimous. Lux moved Ordinance #749 amending the Code of Ordinances of the City of Monticello, Iowa, by amending Chapter 10 Urban Revitalization, "Section 10.10 Exemption", third and final reading in title only. Langerman seconded, roll call unanimous.

Farnum reported the first installment of ARPA funds were received and City would be getting a total of \$578,211.82, which Council decided to use towards the Wastewater Treatment Facility Improvements.

Farnum reported the Airport Board has started the procurement process for a new consultant for the airport project as required. Board is also reviewing farm and hangar lease rates and documents. More will be coming to the Council in the next council months

Farnum stated that he appreciated the city water crew staying late last Friday to fix the water leaks on North Cedar Street. Goedken stated it was not a nice day, as it rained all day.

Farnum reported that Jones County Economic Development is looking for nominations for the board, if interested contact him.

Oswald reported the Iowa Health State Walk will be held on October 6<sup>th</sup> at 5:00 PM starting at Willow shelter, down the trail and where the future trail is proposed.

Wolken advised at the last Council meeting there was a tied vote on the 202 North Main Hazard Mitigation. Wolken advised that Farnum has been working on this shortly after he started and initially, they were looking at buying out the garages only. FEMA has very strict rules and stated the property qualifies but want the entire property. Wolken advised the City share of loss property taxes was \$3,235 and the total taxes is only \$5,330 not the \$8,000 amount stated at the last meeting. Council questioned what the elevation is compared to the Dollar Fresh lot. Wolken stated the lot has been listed several times with various realtors and rental properties are not covered with flood insurance. Yeoman questioned if this is a better location for a trail head. Farnum stated that is what they were looking at. Brighton moved to rescind action on Resolution #2021-98 for the Hazard Mitigation Assistance Program for Flood Plain Buy-out of 2020 North Main Street. Yeoman seconded. Roll call unanimous except Goedken and Hanken who voted nay.

Wolken reported Marion Medco Economic Development is acquiring dilapidated homes and getting property back on the tax rolls. Emily Russ is on the committee but there is someone that could come explain the process at a future meeting. Consensus of the Council was to contact them to present the program to the City.

Brighton moved to adjourn at 7:50 PM.

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

# PAYROLL-SEPTEMBER 9, 2021

DEPARTMENT	G	ROSS PAY	•	ΟΤ΄ΡΑΥ	COMP HRS. ACCRUED	COMP		NET PAY
AMBULANCE	August 23	- September 5, 2	021					
Jacob Gravel	\$	1,699.28	\$	31.28	0.00	0.00	\$	1,231.12
Mason Hanson		371.31		-	0.00	0.00		317.85
David Husmann		1,828.00		-	0.00	0.00		1,199.24
Mary Intlekofer		178.88		-	0.00	0.00		86.56
Lori Lynch		2,113.30		38.90	0.00	0.00		1,441.00
Chloe Mogensen		548.40			0.00	0.00		433.46
Shelly Searles		1,908.00		-	0.00	0.00		1,304.78
Jenna Weih		2,110.77		282.77	0.00	0.00		1,534.01
Curtis Wyman		2,201.13		469.13	7.50	172.13		1,477.32
TOTAL AMBULANCE	\$	12,959.07	\$	822.08	7.50	172.13	\$	9,025.34
CEMETERY	August 21	- September 3, 2	021					·
Dan McDonald	\$	1,825.75	\$	81.75	0.00	0.00	\$	1,320.49
TOTAL CEMETERY	\$	1,825.75	\$	81.75	0.00	0.00	\$	1,320.49
CITY HALL	August 22	- September 4, 2	021					
Cheryl Clark	\$	1,780.31	\$	8.31	0.75	11.25	\$	1,208.83
Russ Farnum		3,653.85		-	0.00	0.00		2,495.93
Sally Hinrichsen		2,614.03		-	0.00	0.00		1,648.61
Nanci Tuel		1,574.40		-	0.00	0.00		1,055.76
TOTAL CITY HALL	\$	9,622.59	\$	8.31	0.75	11.25	\$	6,409.13
FIRE								
Joe Bayne	\$	208.33	\$	-	0.00	0.00	\$	191.39
Chris Hinrichs		60.00	-	_	0.00	0.00	•	55.41
Billy Norton		166.67		-	0.00	0.00		143.57
Paul Warner		125.00		-	0.00	0.00		115.44
TOTAL FIRE	\$	560.00	\$	<b>44</b>	0.00	0.00	\$	505.81
LIBRARY	August 23	- September 5, 2	021					
Molli Hunter	\$	987.20	\$	-	0.00	0.00	\$	775.00
Penny Schmit		1,188.80		-	0.00	0.00	•	684.03
Michelle Turnis		1,705.44			0.00	0.00		1,084.35
TOTAL LIBRARY	\$	3,881.44	\$	-	0.00	0.00	\$	2,543.38
МВС	August 23	- September 5, 2	021					
Jacob Oswald	\$	2,089.42	\$	-	0.00	0.00	\$	1,568.66
Shannon Poe		1,664.84		-	0.00	0.00		1,143.95
TOTAL MBC	\$	3,754.26	\$	-	0.00	0.00	\$	2,712.61
POLICE	August 23	- September 5, 2	021					
Zachary Buehler	\$	2,258.36	\$	-	0.00	0.00	\$	1,669.79
Peter Fleming		2,314.20		-	0.00	23.25		1,623.88
Dawn Graver		2,577.65		-	0.00	0.00		1,852.55
Erik Honda		2,568.82		-	0.00	12.75		1,904.13
Jordan Koos		2,568.82		-	3.75	13.50		1,844.45
Britt Smith		3,071.06		-	0.00	0.00		2,249.23
Madonna Staner		1,576.00		<b>-</b> ·	0.00	0.00		1,192.70
Brian Tate		2,530.08		-	0.00	0.00		1,869.62
TOTAL POLICE	\$	19,464.99	\$	-	3.75	49.50	\$	14,206.35
ROAD USE	August 21	- September 3, 2	021					
Zeb Bowser	\$	1,874.80	\$	130.80	0.00	0.00	\$	1,375.63
Jasper Scott	•	1,794.51	•	110.51	0.00	0.00	Ŧ	1,279.81
TOTAL ROAD USE	\$	3,669.31	\$	241.31	0.00	0.00	\$	2,655.44
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# PAYROLL - SEPHEMBER 9, 2021

DEPARTMENT	· G	ROSS PAY		OT PAY	COMP HRS. ACCRUED	COMP TOTAL		NET PAY
SANITATION	August 21	- September 3, 2	2021					
Michael Boyson	- \$	1,809.40	\$	65.40	0.00	0.00	\$	1,271.80
Nick Kahler		2,131.80		-	0.00	0.00		1,466.35
TOTAL SANITATION	\$	3,941.20	\$	65.40	0.00	0.00	\$	2,738.15
SEWER	August 21	- September 3, 2	2021					
Tim Schultz	\$	2,141.40	\$	149.40	0.00	7.50	\$	1,485.45
Jim Tjaden	•	2,461.54	•	-	0.00	0.00	,	1,781.80
TOTAL SEWER	\$	4,602.94	\$	149.40	0.00	7.50	\$	3,267.25
SWIMMING POOL	August 20	- September 2, 2	2021					
Harrison Ahlrichs	<b>Š</b>	137.35	\$	-	0.00	0.00	\$	126.84
Lydia Ahlrichs	,	117.00		-	0.00	0.00		108.05
Chesney Capron		16.50		-	0.00	0.00		15.24
Jill Flynn		73.80		-	0.00	0.00		68.15
Sullivan Flynn		47.50		<del>.</del>	0.00	0.00		43.86
Taylor Gassman		46.00		-	0.00	0.00		42.48
Ella Glawatz		200.00		-	0.00	0.00		184.70
Karle Kramer		144.00		-	0.00	0.00		132.98
Jacob Miller		184.50		-	0,00	0.00		170.38
Dylan Ponder		184.50		-	0.00	0.00		170.38
Lake Schnoor		88.00		-	0.00	0.00		81.26
Emma Schwendinge	r	180.00		-	0.00	0.00		166.23
Ian Temple		176.00		-	0.00	0.00		160.13
Hayden Tomkins		140.00		-	0.00	0.00		129.29
Brock Westphal		88.00		-	0.00	0.00		81.26
TOTAL SWIMMING POO	L \$	1,823.15	\$	-	0.00	0.00	\$	1,681.23
WATER	August 21	- September 3, 2	2021					
Daniel Pike	\$	1,956.00	\$		22.50	29.00	\$	1,403.03
TOTAL WATER	\$	1,956.00	\$	_	22.50	29.00	\$	1,403.03
TOTAL - ALL DEPTS.	\$	68,060.70	\$	1,368.25	34.50	269.38	\$	48,468.21

### **CLAIMS REPORT**

Page 1

	VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total	CHECK#	CHECK Date
	GENERAL					
	POLICE DEPARTMENT					
	AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING	208.3			
	AT&T MOBILITY	PD CELL PHONES	173.7			
	AXON ENTERPRISE INC DIGITAL ALLY, INC. INFRASTRUCTURE TECHNOLOGY	PD EQUIP REPAIR/MAINT	142.1			
	DIGITAL ALLY, INC.	PD EQUIP REPAIR/MAINT	85.0			
		PD COMPUTER SUPPORT FEES	115.0 300.0			
	IOWA DEPT OF PUBLIC SAFETY MONTICELLO COMM SCHOOL DISTRCT	PD IOWA SYSTEM	1,129.2			
	SHRED-MASTER	PD SHRED SERVICES	50.0			
	WELTER STORAGE EQUIP CO., INC.		249.0			
	110	POLICE DEPARTMENT TOTAL	2,452.4	U		
	STREET LIGHTS	MA				
	ALLIANT ENERGY-IES	416 E SECOND STREETLIGHTS	234.6	0 		
	230	STREET LIGHTS TOTAL	234.6	0		
	AQUATIC CENTER					
	FAREWAY STORES #840-1		5.6			
	STATE HYGIENIC LABORATORY	POOL LAB TEST	13.5			
	NEXT GENERATION PLBG & HTG LLC	, POOL BUILDING REPAIR/MAINI	156.3	j 		
	440	AQUATIC CENTER TOTAL	175.5	1		
	CEMETERY					
•	IBEN CONSTRUCTION CO INC	CEM GRAVE OPENINGS - JULY-AUG	900.0			
	JOHN DEERE FINANCIAL	CEMETERY GROUNDS SUPPLIES	15.0			
	MONTICELLO COMM SCHOOL DISTRCT	CEMETERY FUEL	256.8	j 		
	450	CEMETERY TOTAL	1,171.8	3		
	SOLDIER'S MEMORIAL BOARD					
	JOSHUA PHILLIP KELCHEN	SLDR MEM BUILDING REPAIR/MAINT	25.0	0		
	498	SOLDIER'S MEMORIAL BOARD TOTAL	25.0	0		
	CITY HALL/GENERAL BLDGS					
	BAKER PAPER CO INC	CH BUILDING SUPPLIES	35.0	7		
	INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK	389.0	0		
	JOHN DEERE FINANCIAL	CH BUILDING SUPPLIES	11.9	9		
	NEXT GENERATION PLBG & HTG LLC		90.0			
	JOSHUA PHILLIP KELCHEN	CH BUILDING REPAIR/MAINT	50.0			
	KIM UNGS	CH AUDIT DEPOSIT REFUND	500.0			
	650	CITY HALL/GENERAL BLDGS TOTAL	1,076.0	6		
				<u></u>		
	001.	GENERAL TOTAL	5,135.4	U		

MONTICELLO BERNDES CENTER

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# CLAIMS REPORT

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VENDOR NAME REFERENCE	VENDOR AMOUNT TOTAL	CHECK CHECK# DATE
PARKSALLIANT ENERGY-IESMBC ELECTRICBAKER PAPER CO INCMBC BUILDING SUPPLIESJENNIFER BALLOUMBC RENTAL REFUNDJOHN DEERE FINANCIALMBC GROUNDS SUPPLIESMAQUOKETA VALLEY ELECTRICMBC DAMAGE DEPOSIT REFUNDMINN TEX CITRUSSOFTBALL/BASEBALL FIELD PREPSTEVE MONK CONSTRUCTIONMBC MOWING CONTRACTMONTICELLO COMM SCHOOL DISTRCTMBC FOOTBALL/VOLLEYBALL SHIRTSPEPSI COLA BOTTLING COMBC CONCESSIONS	2,401.10 127.38 45.00 44.34 200.00 5,000.00 85.00 185.58 684.00 343.23	•
430 PARKS TOTAL	9,115.63	
005 MONTICELLO BERNDES CENTER TOTAL	9,115.63	
FIRE FIRE INFRASTRUCTURE TECHNOLOGY FIRE EQUIP REPAIR/MAINT JOHN DEERE FINANCIAL FIRE SUPPLIES KIRKWOOD COMMUNITY COLLEGE FIRE TRAINING - HUSMANN MCALEER WATER CONDITIONING INC FIRE SOFTENER SALT MONTICELLO COMM SCHOOL DISTRCT FIRE FUEL	57.50 41.43 120.00 42.00 182.09	
150 FIRE TOTAL	443.02	
015 FIRE TOTAL	443.02	·
AMBULANCEAMBULANCEAIRGAS USA, LLCAMB MEDICAL SUPPLIESAT&T MOBILITYAMB CELL PHONESMONTICELLO COMM SCHOOL DISTRCTAMB FUELMONTICELLO EXPRESS INCAMB OFFICE SUPPLIESPHYSICIAN'S CLAIM COMPANYAMB BILLING FEESSTERICYCLE, INC.AMB PHARMACEUTICAL DISPOSALZOLL MEDICAL CORPORATIONAMB EQUIP REPAIR/MAINT	353.52 80.30 871.08 31.96 2,737.33 79.35 613.82	
160 AMBULANCE TOTAL	4,767.36	
016 AMBULANCE TOTAL	4,767.36	
LIBRARY IMPROVEMENT LIBRARY BAKER & TAYLOR BOOKS FINDAWAY WORLD LLC MONTICELLO EXPRESS INC LIB IMP PROGRAMS/PROMOTIONS	44.30 702.85 50.00	
410 LIBRARY TOTAL	797.15	

### **CLAIMS REPORT**

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	• .		VENDOR	CHECK
VENDO	R NAME	REFERENCE	AMOUNT TOTAL	CHECK# DATE
	030	LIBRARY IMPROVEMENT TOTAL	797.15	
LIBRARY				
CULLIGA	N TOTAL WATER – RUCTURE TECHNOLOGY	LIB BUILDING SUPPLIES LIB DATA PROCESSING LIB BOOKS	11.15 57.50 406.44	
	PHILLIP KELCHEN	LIB BUILDING REPAIR/MAINT	25.00	
	410	LIBRARY TOTAL	500.09	
	041	LIBRARY TOTAL	500.09	
AIRPOR				
	ELLO AVIATION INC ELLO COMM SCHOOL DISTRCT	AIRPORT MANAGER AIRPORT FUEL	2,166.66 12.52	
	280	AIRPORT TOTAL	2,179.18	
	046	AIRPORT TOTAL	2,179.18	
ROAD U				
	T ENERGY-IES	STOP SIGNS - N MAIN ST	49.97 41.27	
	OBILITY DS CRUSHED STONE	RU TABLET RU STREET MAINTENANCE SUPPLIES	119.86	
	CROWLEY	RU EQUIP REPAIR/MAINT RU VEHICLE OPERATING SUPPLIES	2,034.00 365.02	
	RAINGER, INC ÆERE FINANCIAL	RU EQUIP REPAIR/MAINT	99.24	
DAVID	B MCNEILL	RU TREE REMOVAL & PLANTING	12.27	
	ELLO COMM SCHOOL DISTRC		813.27 115.70	
	ELLO MACHINE SHOP INC TRAILER SALES	RU EQUIP REPAIR/MAINT RU VEHICLE OPERATING SUPPLIES	464.51	
	& ROSE LUMBER CO INC	RU STREET MAINTENANCE SUPPLIES	70.95	
	- 210	STREETS TOTAL	4,186.06	
	110	ROAD USE TOTAL	4,186.06	
TRUST	/slavka gehret fund			
LIBRA			ንድስ ልሰ	
CHAD I	EWIS MARKETING LLC	LIB GEHRET PROGRAMMING LIB GEHRET BOOKS	350.00 112.69	
MICNU		LIBRARY TOTAL	462.69	
	178	TRUST/SLAVKA GEHRET FUND TOTAL	462.69	

City of Monticello IA

# **CLAIMS REPORT**

Page 4

VENDOR NAME	REFERENCE	VENDOR Amount total	CHECK Check# Date
 BATY DISC GOLF COURSE			
PARKS		704.00	
STEVE MONK CONSTRUCTION	BATY DG MOWING		
4	30 parks total	704.00	
3	38 BATY DISC GOLF COURSE TOTAL	704.00	
C.C. BIDWELL LIBRARY BOOK			
LIBRARY MID AMERICA BOOKS	LIB BIDWELL BOOKS	137.23	
	410 LIBRARY TOTAL	137.23	
		***	
	502 C.C. BIDWELL LIBRARY BOOK TOTAL	137.23	
TRUST/IOMA MARY BAKER			
LIBRARY CENTER POINT PUBLISHING	LIB BAKER BOOKS	46.74	
	410 LIBRARY TOTAL	46.74	
	503 TRUST/IOMA MARY BAKER TOTAL	46.74	
WATER WATER		71 /7	
AT&T MOBILITY	WATER CELL PHONE & TABLET	71.47 241.55	
FREESE MOTORS INC HAWKINS WATER TREATMENT	WATER EQUIP REPAIR/MAINT WATER SUPPLIES	698.71	
STATE HYGIENIC LABORATORY	WATER LAB TESTS	54.00	
INFRASTRUCTURE TECHNOLOGY	WATER DATA PROCESSING	14.00	
STEVE MONK CONSTRUCTION	WATER SYSTEM	85.00 206.17	
MONTICELLO COMM SCHOOL DI	STRCT WATER FUEL	66.90	
MUNICIPAL SUPPLY INC WATER ENVIRONMENT FEDERAT	WATER SYSTEM ION WATER DUES - TJADEN	47.50	
WATER ENVIRONMENT FEDERAT	810 WATER TOTAL	1,485.30	
	600 water total	1,485.30	
SEWER			
SEWER	1105 E FIRST ST	3,315.70	
ALLIANT ENERGY-IES FAREWAY STORES #840-1	SEWER LAB SUPPLIES	5.94	
STATE HYGIENIC LABORATORY	· · · · · · · · · · · · · · · · · · ·	1,467.50	
LAPORTE MOTOR SUPPLY	SEWER VEHICLE OPERATING	18.36	
MONTICELLO COMM SCHOOL D	LSTRCT SEWER FUEL	206.15 4.00	
MONTICELLO SPORTS	SEWER POSTAGE	390.00	
MSA SAFETY SALES LLC	SEWER BUILDING REPAIR/MAINT SEWER SYSTEM	194.50	
MUNICIPAL SUPPLY INC	SEWER STOLEM	20,100	OPER: 0

**City of Monticello IA** 

Page 5

VENDOR NAME	REFERENCE	VENDOR Amount total	
USA BLUE BOOK	SEWER UTILITIES SEWER LAB SUPPLIES	4,441.28 362.65 123.54 47.50	
	SEWER TOTAL	10,577.12	
610	SEWER TOTAL	10,577.12	
SANITATION SANITATION MONTICELLO COMM SCHOOL DISTRCT REPUBLIC SERVICES	SANITATION FUEL DUMPSTER COLLECTIONS	51.74 11,939.97	
840	SANITATION TOTAL	11,991.71	
670	SANITATION TOTAL	11,991.71	
STORM WATER STORM WATER FUND STEVE MONK CONSTRUCTION	STORMWATER MAINTENANCE	220.00	
865	STORM WATER FUND TOTAL	220.00	
740	STORM WATER TOTAL	220.00	
	Accounts Payable Total	52,748.68	

# CLAIMS REPORT CLAIMS FUND SUMMARY

	·	
· · ·	FUND NAME	AMO
001	GENERAL	5,135.40
005	MONTICELLO BERNDES CENTER	9,115.63
015		443.02
016		4,767.36
030		797.15
041		500.09
046		2,179.18
110		4,186.06
178		462.69
338		704.00
502		137.23
503		46.74
600		1,485.30
610		10,577.12
670		11,991.71
740		220.00
	TOTAL FUNDS	52,748.68

•

OPER: CC

**City Council Meeting Prep. Date:** 09/15/21 **Preparer:** Russell Farnum



**Agenda Item:** # 1 & 2 **Agenda Date:** 09/20/2021

## Communication Page

**<u>Agenda Items Description:</u>** Approving application, the City portion of the match, and designating Authorized Representatives for One (1) Hazard Mitigation Grant application (202 N Main Street)

Type of Action Requested: Motion; Resolutions (6); Ordinance; Report; Public Hearing; Closed

Attachments & Enclosures:

(2) Resolutions –

**Synopsis:** The Iowa Department of Homeland Security and Emergency Mitigation has money for infrastructure and acquisition/demolition project under its Hazard Mitigation Grant Program. The program provides FEMA hazard mitigation grants at 75% matched by Iowa grant money at an additional 10%. Consequently, the local (Monticello) funded match is 15%, which can be either cash or in-kind contributions.

There are three (3) applications for this money that were identified by Staff as eligible projects:

- 1. Backup generator for the Fire Department;
- 2. Backup generator for the West Well;
- 3. Acquisition and demolition of 202 N. Main Street (flood plain property).

Council approved 1 & 2 listed above.

In order to proceed with the #3 grant application, the City Council must now commit to the local match, and designate an Authorized Representative to work with the Iowa HSEMD to finalize the application and execute all of the grant-related documents.

### **Background Information**:

Due to last summer's derecho, FEMA and HSEMD have funding through the Hazard Mitigation Grant Program for projects that help communities be better prepared for future disastrous events. These include acquisition and demolition of flood-prone properties, and providing backup electrical generation capability for long periods without power. Staff have identified three projects that are eligible for funding under this program. The details are outlined below.

# **Backup Generator for Fire Department**

This would add a 100 KW diesel or natural gas-powered generator to the Fire Department building. It is a needed improvement as in times of power outages, the large overhead doors must be operated manually, and the compressor used to refill oxygen tanks is non-functional. During long periods without power, the delays from opening the doors manually, and the risk of not being able to refill breathing apparatus, becomes increased due to multiple calls, especially in major events that can press emergency services to their limits.

The anticipated budget for this project would be as follows:

Natural Gas generator	\$ 53,000
Engineering	2,500
Total	\$ 55,500
FEMA Funding 75%	\$ 41,625
State Funding 10%	5,550
City Share 15%	\$ 8,325

The Natural Gas option is preferred as there is increased reliability and far less maintenance over time. However, if the less expensive Diesel option is chosen, the budget would look like this:

Diesel generator	\$ 44,000
Engineering	2,500
Total	\$ 46,500
FEMA Funding 75%	\$ 34,875
State Funding 10%	4,650
City Share 15%	\$ 6,975

### **Backup Generator for West Well**

This would add a 125 KW diesel or natural gas-powered generator to the west well and water tower. It is a needed improvement as in times of power outages, there is no way to pump water to refill the tower. While the City maintains several days of storage in our water towers, in times of extended power outages, the risk of running out of potable water becomes increased. This is exacerbated if there are fires and/or water main breaks, both of which are likely to occur in emergency events.

There would be a possibility of connecting a temporary generator to the well, but in large emergencies, backup generators are difficult to procure, as the City experienced after the derecho.

The anticipated budget for this project would be as follows:

Natural Gas generator	\$ 53,000
Engineering	2,500

Total	\$ 55,500
FEMA Funding 75% State Funding 10%	\$ 41,625 5,550
City Share 15%	\$ 8,325

As with the Fire Department generator, the Natural Gas option is preferred as there is increased reliability and far less maintenance over time. However, if the less expensive Diesel option is chosen, the budget would look like this:

Diesel generator	\$ 36,000
Engineering	2,500
Total	\$ 38,500
FEMA Funding 75%	\$ 28,875
State Funding 10%	3,850
City Share 15%	\$ 5,775

### Flood Plain Buyout - 202 N. Main

This property is located in the Kitty Creek flood plain just north of the new HyVee Dollar Fresh site. The property is owned by the Wolken family who have agreed to sell it to the City if we get this grant. There are two buildings on the site, one 3-story building with commercial uses on the main level and apartments in the upper and lower levels. The main building is on the fringe of the flood plain and has an elevation certificate. The detached garage in the back is in the flood plain.

Under the terms of this grant program, after acquisition and demolition, the land would have to remain part of a riparian area. By FEMA's definition, "...the riparian habitat area encompasses the entire extent of vegetation adapted to wet conditions as well as adjacent upland plant communities that directly influence the stream system." The term "riparian habitat" is interchangeable with the commonly used terms "riparian area," "riparian ecosystem," and "riparian corridor."

The understanding is that if we have a written commitment from the City that the property will be planted with native grasses, trees, or other species meant to improve water retention and slow runoff to Kitty Creek, that should be sufficient for FEMA. It would not prohibit the City from extending a path or trail through this property in the future.

The *estimated*\* budget for acquisition, environmental reviews, demolition, and site rehabilitation is below:

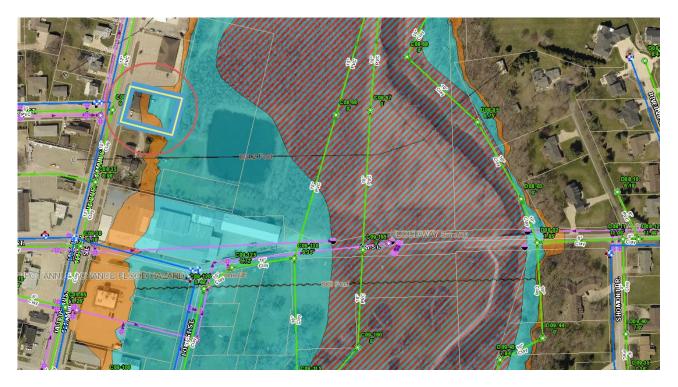
Acquisition	\$ 250,000
Environmental Reviews	20,000
Demolition/Site Clearance	50,000
Site and Habitat Restoration	50,000
Total	\$ 370,000
FEMA Funding 75%	\$ 277,500

State Funding 10% 37,000

City Share 15% \$ 55,500

\* Please note this budget is based upon "best guesses" through City experiences, and could vary depending upon the results of the appraisals, environmental reviews, and many other factors.

The location of the property is in the red circle on the map below:



If the City were to acquire this property it would provide an important connection between the future large park behind Dollar Fresh, and Business 151.

## **Staff Recommendation:**

This grant applications allow the City to get the flood buy out project done at 15% City cost, an amazing bargain. If this grant is approved, the expected expense on the City's part would be under \$75,000 for all three projects listed above. Approval is recommended.

### LOCAL MATCH RESOLUTION #

### FOR THE

## HAZARD MITIGATION ASSISTANCE PROGRAM

WHEREAS,	the City of Monticello		(hereinaf	ter called "th	ne Subrecipient"), County o	f
	(jurisdiction)					
Jones, has made application through the lowa Department Homeland Security and Emergency						
Management (HSEM	ID) to the Federal Emerger	ncy Manag	ement Ag	ency (FEM/	A) for funding from the	
Hazard Mitigation As	ssistance Program, in the a	mount of	\$37	0,000	for the total project cost,	
and						
share not exceeding		exceeding '	10%, and	the local sh	cost share basis with the feo are being a <i>minimum</i> of 1 match.	
and						
THEREFORE, the S	ubrecipient agrees to provi	de and ma	ke availal	ole up to	\$55,500.00	
( Fifty Five Thous	sand Five Hundred			dollars) of l	ocal monies to be used to i	meet the
<i>minimum</i> local mate	ch requirement for this mitig	gation grar	nt applicat	ion.		
The resolution was p	passed and approved this		20	day of	September	2021
Signatures of Counc	il or Board Members:					
Mayor				Council or	Board Member	
Council or Board Me	mber			Council or	Board Member	
Council or Board Me	mber			Council or	Board Member	
Council or Board Me	mber			Council or	Board Member	
Council or Board Me	mber			Council or	Board Member	

I submit this form for inclusion with the Hazard Mitigation Assistance Project Application.

Print Name of Authorized Representative

Authorized Representative's Signature and Date

# The City of Monticello, Iowa

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

### RESOLUTION #

**Resolution** authorizing the Russell Farnum City Administrator to sign all documents related to the Mitigation Project providing funding to assist with the Backup Generator for the Flood Plain Buyout 202 N Main.

**WHEREAS**, the Iowa Department of Homeland Security and Emergency Mitigation has money for infrastructure and acquisition/demolition project under its Hazard Mitigation Grant Program. The program provides FEMA hazard mitigation grants at 75% matched by Iowa grant money at an additional 10%. Consequently, the local (Monticello) funded match is 15%, which can be either cash or in-kind contributions, and

**WHEREAS,** City Council finds recognizes that there will be many documents that will need to be signed on behalf in relation to the Hazard Mitigation Grant Program and finds that the City Administrator should be given authorization to sign and/or execute said documents moving forward so as to not cause unnecessary delays in the process and acknowledging that the forms are all tied to the Grant Application and intended funding to assist with the Backup Generator for the Flood Plain Buyout 202 N Main.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby authorize the City Administrator to sign and/or execute all documents associated with the Hazard Mitigation Grant Program tied to the Grant Application and intended funding to assist with the Backup Generator for the Flood Plain Buyout 202 N Main, for the City of Monticello without further action of the City Council.

**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 20<sup>th</sup> day of September, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk

**City Council Meeting Prep. Date:** 09/07/21 **Preparer:** Russell Farnum



**Agenda Item:** # 3 **Agenda Date:** 09/07/2021

Leases

Communication Page

Agenda Items Description: Airport Taxiway and Apron Extension Grant

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

Attachments & Enclosures:

Grant Agreement

Fiscal Impact: Budget Line Item:	Airport
Budget Summary:	
Expenditure:	\$16,000
Revenue:	Future Hangar I

**Synopsis:** The State of Iowa DOT has approved a grant to build an apron and taxiway extension to the south of the current hangars to serve new hangar sites. At this time a new hangar is being proposed by Mark Stone, and this apron extension would provide service to that hangar, as well as future hangars in that area.

**Background Information**: This project is part of the Airport's Capital Improvement Plan for construction in 2022. The construction cost is estimated at \$80,000; the State's grant is for 80%, or \$64,000. The local match will be in the amount of 16,000. This amount is in the Airport Fund and designated for this project.

This project will also create additional revenue in the future for the Airport by opening up land for additional hangar lease pads.

A diagram showing this project is attached, as well as the grant cover letter and grant agreement.

**Staff Recommendation:** This is a great opportunity to provide necessary improvements for the future expansion of the Monticello Airport at a very low City share of the costs. Approval of the grant is recommended.

# The City of Monticello, Iowa

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

### **RESOLUTION #**

### Authorizing City Administrator to execute Iowa Department of Transportation Agreement for the Fiscal Year 2022 Airport Improvement Program between IDOT and the City of Monticello related to Taxiway and Apron Extension

WHEREAS, The City of Monticello is the owner of the Monticello Regional Airport, and

**WHEREAS**, The City of Monticello has supported major improvements and continued maintenance and renovation at/to the Monticello Regional Airport throughout the years, and

**WHEREAS**, The IDOT Aviation Division has funding available for distribution by way of a competitive "Airport Improvement Program" grant application, and

**WHEREAS**, The IDOT Aviation Division has recently approved the Grant Application submitted by the City of Monticello and has awarded a grant in the estimated amount of \$64,000, based upon total estimated project costs in the amount of \$80,000, and

**WHEREAS**, The City finds that the City Administrator should be authorized to sign the Grant Agreement upon its' receipt so that this project can move forward with immediate planning.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Monticello, Iowa does hereby authorize the City Administrator to execute the IDOT Airport Improvement Program Grant Agreement related to Taxiway and Apron Extension.

**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 20<sup>th</sup> day of September, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, Monticello City Clerk



# www.iowadot.gov

Modal Transportation Bureau - Aviation 800 Lincoln Way I Ames, Iowa 50010 Phone: 515-239-1691

September 8, 2021,

Monticello Regional Airport Russ Farnum 200 E First St Monticello, IA 52310

Dear Russ:

Congratulations! The FY 2022 State Airport Development Program project you requested was approved for funding by the Iowa Transportation Commission on August 10, 2021. The Iowa DOT grant award is for **80%** of eligible costs up to a maximum state share of **\$64000** for the following project: **Taxiway and Apron Extension**.

Attached is an agreement between the airport sponsor and the Iowa Department of Transportation (Iowa DOT). The sponsor should review, sign, and email a signed copy to me. Hard copies are not required this year. Once received, we will sign and return one fully executed contract to the sponsor. You are authorized to begin your project <u>after</u> receiving the contract with both Iowa DOT and Sponsor signatures in place. You have 90 days to sign the grant and return it to the Iowa DOT for our signature. The 12-month requirement to have the project under contract remains in place. Any contracts not returned within the 90-day window may be cancelled.

Please review the agreement noting your required responsibilities and assurances, required affirmative action, targeted small business and audit requirements. If you will be requesting reimbursement for engineering services, you will need to provide me with a copy of the agreement. The Iowa DOT recommends that your engineering agreements are either lump sum, or cost plus with fixed overhead rate and maximum dollar amount. Any engineering agreement more than \$50,000 must have a pre-audit completed by the Iowa DOT. All engineering agreements that are paid with state funds are subject to a final audit. Please include state related nondiscrimination and targeted small business clauses in your agreements.

The project must be under obligation within 12 months. Please note that only expenses incurred on or after the Iowa DOT signature date on the agreement are eligible for reimbursement. Submit claims for reimbursement with copies of invoices, canceled checks or other documentation that the bills have been paid. Reimbursement will be in whole dollars, rounding down; however, the final reimbursement request may include any 'lost cents' up to the maximum grant amount. Reimbursement requests should be made in the same fiscal year that the work is completed. Reimbursement for work done near the end of a state fiscal year (June 30) must be requested by August 1.

A final acceptance form must be completed and submitted with the final claim for reimbursement. Required forms can be downloaded from the Aviation Web site at http://www.iowadot.gov/aviation/managersandsponsors/forms.html.

If you have any questions regarding this information, please call me at 515-239-1048. Good luck with your airport project!

Sincerely,

Shane Wright, C.M. Program Manager

Enclosures cc: Tamara Nicholson – Modal Transportation Bureau Director



### IOWA DEPARTMENT OF TRANSPORTATION AGREEMENT FOR THE FISCAL YEAR 2022 Airport Improvement Program

This AGREEMENT is made between the Iowa Department of Transportation called the "Iowa DOT" and **City of Monticello**, hereafter the "SPONSOR".

**1.00 PURPOSE:** The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Monticello Regional Airport** hereafter the "Airport."

Improvements shall consist of: **Taxiway and Apron Extension**, as more clearly defined in the project application.

It shall be referred to as the "Project" and shall be identified by Project number: **9I220MXO100** Contract number: **3381** 

# 2.0 GENERAL PROVISIONS

- 2.01 The SPONSOR shall have 90 days to sign and return this agreement or the Iowa DOT reserves the right to revoke this grant.
- 2.02 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.
- 2.03 The Iowa DOT agrees to reimburse the SPONSOR **80%** of the eligible project costs, not to exceed the maximum amount payable of **\$64000**, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding, and final reimbursement will be made up to the contract amount in whole dollars.
- 2.04 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180. (http://www.legis.state.ia.us/Rules/Current/iac/761iac/t180/t180.pdf)
  - Competitive bid procedures for all projects greater than \$139,000.
  - Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$77,000 and \$139,000
  - Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$57,000 and \$139,000,
  - Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or architectural plans and

specifications must be used. The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

- 2.05 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.
- 2.06 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.
- 2.07 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.
- 2.08 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.
- 2.09 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.
- 2.10 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.
- 2.11 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 2.12 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against any

person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

- 2.13 Funding will be available for reimbursement of the project for three years after the date of the agreement, unless appropriations are withdrawn under 2.10. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.
- 2.14 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.
- 2.15 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- 2.16 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.
- 2.17 The attached Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)," will apply and is hereby made a part of this Agreement.

# 3.00 **PROJECT CONDITIONS**

- 3.01 The SPONSOR Agrees to:
  - (a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.
  - (b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than \$50,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
  - (c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
  - (d) Obtain and provide the sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
  - (e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
  - (f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
  - (g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
  - (h) Certify satisfactory completion of the Project by resolution or signed final acceptance

form and provide a copy to the Iowa DOT.

- (i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.
- (j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

# 4.00 SPECIAL PROVISIONS

4.01 None

# 5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

- 5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances. The SPONSOR retains responsibility for compliance with these assurances and all other provisions of this agreement, regardless of any arrangement for management or operation of the airport.
- 5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.
- 5.05 It will operate and maintain the facility in accordance with the minimum standards as may be

required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10

- 5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.
- 5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.
- **6.00 EXECUTION OF THE AGREEMENT.** By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this	day of	,	, on behalf of the SPONSOR.
By:		Attested:	
Title:		Title:	
Signed this of Transportation.	day of	_,, on behalf o	of the Iowa Department of
By:			

Tamara Nicholson Director Modal Transportation Bureau Exhibit A

CONTRACT PROVISION

# Targeted Small Business (TSB) Affirmative Action Responsibilities

on

Non-Federal Aid Projects (Third-Party State-Assisted Projects)

September 2020

### ROVISION Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

Ρ

#### 1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

#### 2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

#### 3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority Targeted Small Business Certification Program 1963 Bell Avenue, Suite 200

Des Moines, IA 50315 Phone: (515-348-6159)

Website: https://iowaeconomicdevelopment.com/tsb

#### 4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufacturers and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

#### 5. CONTRACTORS SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day

basis. The officer shall also:

A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6159) to identify potential material suppliers, manufacturers and contractors.

- A. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- B. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are submitted. Maintain complete records of negotiations efforts.
- C. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.
- D. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- E. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

### 6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

- A. The bidder may count:
  - 1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
  - 2) Work to be subcontracted to a TSB; or
  - 3) Any other commercially useful function.
- B. The contractor may count:
  - 1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
  - 2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
  - 3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
  - 4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from prime contractor would not count.

# 7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- 1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- 2) Date of the contract.
- 3) Whether or not a TSB bid/quotation was received.
- 4) Whether or not the TSB's bid/quotation was used.
- 5) The dollar amount proposed to be subcontracted.
- B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre- BID Contract Information Form.

C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contact Information Form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- 1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- 2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- 3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- 4) Were initial solicitations of interested TSBs followed up?
- 5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- 6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- 7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- 8) Were services used of minority community organization, minority contractors' groups; local State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

#### 8. POSITIVE EFFORT DOCUMENTATION WHEN <u>NO</u>GOALS ARE ASSINGED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form 730007, "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C of this document prior to the contract award. Form 730007 can be found here: <u>https://forms.iowadot.gov/FormsMgt/External/730007.doc</u>

Contractor \_\_\_\_\_

Project# \_\_\_\_\_

County

City

### TARGETED SMALL BUSINESS (TSB) PRE-BID CONTACT INFORMATION

(To Be Completed By All Bidders per the Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

**NOTE:** Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

SUBCONTRACTOR	TSB DATES	QUOTES	S RECEIVED	QUOTAT	FION USED IN BID	
		CONTACTED	YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID TARGETED SMALL BUSINESS (TSB) CONTACTS

Total dollar amount proposed to be subcontracted to TSB on this project \$\_\_\_\_\_\_. List items by name to be subcontracted: Page#\_\_\_\_\_

#### UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

- 1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-725-3132) or from its website at: https://www.iowa.gov/tsb/index.php/home.
- 2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
- 3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
- 4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
- 5. For construction contracts:
  - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

http://www.dot.state.ia.us/local\_systems/publications/tsb\_contract\_provision.pdf

- b) Ensuring that the awarded contractor has and shall follow the contract provisions.
- 6. For consultant contracts:
  - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
  - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

- 1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
- 2. Bidding proposals or RFPs noting established TSB goals, if any.
- 3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

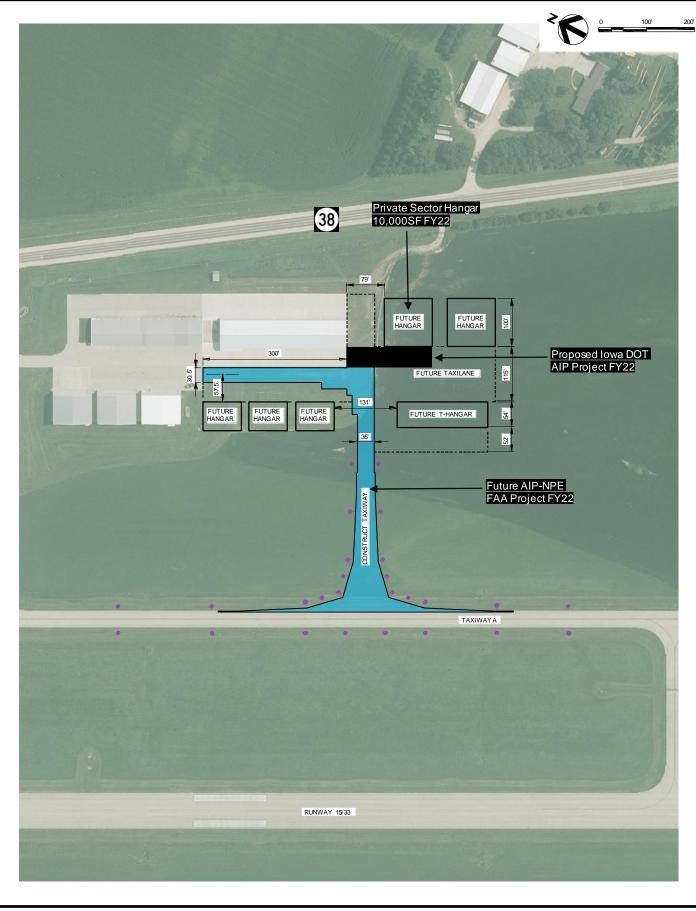
#### CHECKLIST AND CERTIFICATION For the Utilization of Targeted Small Businesses (TSB) On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipie	nt: Project Number:
County	Agreement Number:
1.	Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals?  YES NO
2.	Were qualified TSB firms notified of project?  VES INO
	If yes, by □ letter, □ telephone, □ personal contact, or □ other (specify)
	If no, explain
3.	Were bids or proposals solicited from qualified TSB firms?  □ YES □ NO
	If no, explain
4.	Was a goal or percentage established for TSB participation?  □ YES □ NO
	If yes, what was the goal or percentage?
	If no, explain why not:
5.	Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts?  □ YES □ NO
	If no, what action was taken by Recipient?
	Is documentation in files?   YES  NO
6.	What was the dollar amount reimbursed to the Recipient         from the lowa Department of Transportation?       \$         What was the final project cost?       \$         What was the dollar amount performed by TSB firms?       \$
	Name(s) and address(es) of the TSB firm(s)(Use additional sheets if necessary)
	Was the goal or percentage achieved?
	If no, explain

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature





#### CONSTRUCT TAXIWAY

MONTICELLO REGIONAL AIRPORT MONTICELLO, IOWA DATE

14 April 2021 ехнівіт NO. ЕХНІВІТ 1 **City Council Meeting Prep. Date:** 9/13/2021 **Preparer:** Britt Smith



**Agenda Item:** # 04 **Agenda Date:** 9/20/2021

#### Communication Page

Agenda Items Description: Resolution to approve a plan for sidewalk infill along North Birch Street

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

<u>Attachments & Enclosures:</u>

<b>F</b> <sup>2</sup>	
<u>Fiscal Impact</u> :	
Budget Line Item:	
e e	
Budget Summary:	
Expenditure:	
_ 1	
Revenue:	

**Synopsis:** Approval of proposed sidewalk infill on North Birch Street for properties 701, 703, 705, 707, 709, 711, and 713 North Birch Street.

**Background Information:** Resident Charlie Becker, who resides at 713 North Birch Street has proposed a sidewalk infill project at his own expense that allow his grandson who resides at 703 North Birch Street to travel back and forth from their properties in his wheel chair by way of sidewalk. Additionally, the sidewalk will extend the length of 701 North Birch which will allow a connection to the west end of 7<sup>th</sup> Street and the continuous sidewalk that accesses the rest of the community. Currently there is no sidewalk along this stretch of roadway and the installation will allow for safer pedestrian travel.

As previously mentioned, this infill project will be funded by Becker except for the 2 sidewalk approaches which are traditionally always paid by the City with the installation of the ADA access pads.

Becker has communicated his intentions with all the adjacent property owners, with the exception of 1, who refuses to allow Becker to install the sidewalk. Elizabeth Bartels who resides at 707 North Birch Street, declined to participate. To avoid conflict Becker has proposed creating sidewalk approaches on either side of the Bartels property to direct pedestrians into the street to go around the Bartels property.

I have concerns regarding the City's liability and the installation of sidewalk approaches that direct pedestrians into the street to bypass a property. The City does have the authority to require the installation of sidewalk:

#### 136.09 SIDEWALK CONSTRUCTION ORDERED.

The Council may order the construction of permanent sidewalks upon any street or court in the City and may specially assess the cost of such improvement to abutting

property owners in accordance with the provisions of Chapter 384 of the Code of Iowa.

#### (Code of Iowa, Sec. 384.38)

The sidewalk will be installed at a continuous 5' width as 1 homeowner, Gary Schwandt, desired the sidewalk to be wide enough to allow his utility tractor to clear the snow. The sidewalk will follow a 4' setback from the curb line. ACE Concrete has been the contractor Becker has coordinated to perform the work if approved.

The council would need to make the following decisions:

- 1. Direct staff to communicate with Bartels that the installation will be required and done so at Becker's expense
- 2. Permit the installation of the sidewalk approaches to the street which would bypass 707 North Birch Street.
- 3. Deny the infill project in its entirety.

I have attached maps with the infill locations highlighted.

**<u>Staff Recommendation</u>**: I recommend that the Council consider the options and provide staff with direction.

#### The City of Monticello, Iowa

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

#### **RESOLUTION #2021-**

#### Resolution to approve a plan for sidewalk infill along North Birch Street

**WHEREAS**, the City Council of the City of Monticello approved the creation of a Sidewalk Committee to review current City Code, practices, and proposed policies generally related to the installation, maintenance, and infill of sidewalks in Monticello, and

**WHEREAS,** the Police Chief has presented the City Council with a recommendation in regard to the of proposed sidewalk infill on North Birch Street for properties 701, 703, 705, 707, 709, 711, and 713 North Birch Street, and

**WHEREAS**, the resident, Charlie Becker, who resides at 713 North Birch Street has proposed a sidewalk infill project at his own expense that allow his grandson who resides at 703 North Birch Street to travel back and forth from their properties in his wheel chair by way of sidewalk. The sidewalk will extend the length of 701 North Birch which will allow a connection to the west end of 7<sup>th</sup> Street and the continuous sidewalk that accesses the rest of the community.

**WHEREAS**, the Council finds that sidewalks recommended for installation should be installed, that the installation of same is in the best interests of the City and would serve all residents of the community and particularly those that live in the area of the new sidewalks, and based thereon finds that the recommendations should be approved.

**NOW THEREFORE, BE IT RESOLVED** that the Council of the City of Monticello, Iowa does hereby approve of the recommendations of the Police Chief to the City Council, and directs City Staff to work with the property owners to see to the installation of the proposed sidewalks as recommended and as approved herein.

**IN TESTIMONY WHEREOF,** I subscribe my name and affix the Great Seal for the City of Monticello, Iowa on this 20<sup>th</sup> day of September, 2021.

Brain Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk





**City Council Meeting Prep. Date:** 09/15/21 **Preparer:** Russell Farnum



**Agenda Item:** # 05 **Agenda Date:** 09/20/2021

Communication Page

Agenda Items Description: HyVee Dollar Fresh Site Plan Approval

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

Attachments & Enclosures:

Resolution

P&Z Packet

Site Plans and information

-	
Fiscal Impact:	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Synopsis:** BR3 Development has petitioned for final site plan approval for the HyVee Dollar Fresh project at the northeast corner of First Street and Main Street.

\* Please note, for convenience Staff has only attached key pages from the plan sets. If you would like the full set, please let me know. The Developer has provided color photos and a building material sample as well.

**Background Information**: BR3 Development is underway with the redevelopment of the property at the northeast corner of First Street and Main Street. The project has been extensively discussed, as the City has already approved rezoning, a development agreement, and a TIF amendment for this property. The City Council gave initial approval of the project with the approval of the Development Agreement at the March 1, 2021 meeting and subsequent actions. The building elevations and site plan details were not ready for approval at the time of the earlier actions by the City.

This is the final action in the approval of the redevelopment, providing site plan and building approval in accordance with Chapter 177.03 of the Municipal Code. The developer has provided all of the required information, and earlier submittals were already received and reviewed by City Staff and the City Engineer. The plans have since been revised to address all of the concerns that were raised in the prior review.

The project complies with all City requirements with one note, the number of parking spaces proposed is less than the Zoning Ordinance requires. However, there is land set aside for additional parking that could be built in the future if it is necessary. The City requirements are Per Chapter 165.41, Section 1 A, the Planning and Zoning Board can waive the parking requirements. In this case, the waiver of the specific requirements in lieu of the 129 parking stalls proposed, plus the potential expansion of an

additional 38 stalls for the future, will be more than adequate to service the property without impacting surrounding uses.

The building will be finished in architectural steel panels that have stucco finish. The predominant color is a gray/taupe color with a highlight band in a little darker tone. Similar finishes are found on all four sides of the building, although the front is highlighted with the entry feature, sign band, and a nice band of large windows.

The only sign on the exterior of the building is the Dollar Fresh wall sign over the front door. This brand uses no ground sign or other wall signs.

More details are discussed and included with the attached Communication Page for the Planning and Zoning meeting. The Planning and Zoning Board reviewed this project on September 14, and recommended approval with the parking waiver, by a vote of 4-0.

**<u>Staff Recommendation</u>**: Approval of the Site Plan, with the parking waiver, is recommended.

### The City of Monticello, Iowa

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

#### **RESOLUTION #**

#### **Resolution** to approve Dollar Fresh Site Plan

**WHEREAS**, BR3 Development has presented the Dollar Fresh retail store Site Plan for review and consideration, and

**WHEREAS**, The proposed Site Plan has been reviewed by the City Engineer, City staff and the Planning and Zoning Board, and

**WHEREAS**, The Planning & Zoning Board recommended the approval of the site plan with the understanding that the Developer will continue to work with and follow the recommendations of the City Engineer and Public Works Director with regard to development infrastructure sizing, location, and installation.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve the Dollar Fresh Site Plan subject to the requirement that the Developer will continue to work with and follow the recommendations of the City Engineer and Public Works Director with regard to development infrastructure sizing, location, and installation.

**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 20<sup>th</sup> day of September, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

### **City of Monticello, Iowa**

# Meeting:Meeting of the Monticello Planning & Zoning BoardDate/Time:September 14, 2021 at 5:30 P.M.Place:Monticello Renaissance Center, 220 East First Street, Monticello, Iowa

Commissioner:	Nick Sauser	Mayor:	Brian Wolken
Commissioner:	Wayne Peach	City Administrator:	Russ Farnum
Commissioner:	Gary "Butch" Pratt	Deputy City Clerk:	Cheryl Clark
Commissioner:	Trint Adams	Public Works:	Nick Kahler
Commissioner: City Council Liaison:	Joe Tuetken Dave Goedken	City Engineer:	Patrick Schwickerath

- \* Call to Order 5:30 P.M.
- \* Pledge of Allegiance
- \* Roll Call
- \* Agenda Addition/Agenda Approval
- \* Approval of Planning & Zoning Board Minutes August 24, 2021

**Open Forum:** If you wish to address the Planning & Zoning Board on subjects pertaining to today's meeting agenda, please wait until that item on the agenda is reached. If you wish to address the Board on an item **not** on the agenda, please be recognized by the chairman, approach the lectern, and give our name and address for the public record before discussing your item.

#### Agenda Item(s):

1. Approval of the Final Plans for a new Dollar Fresh retail store at the NE Corner of Main and First Street (BR3 Development).

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

www.ci.monticello.ia.us Posted: September 10, 2021 at 3:45 P.M. Planning & Zoning Commission Meeting Council Chambers August 24, 2021 5:30 p.m.

Commissioner Trint Adams called the meeting to order at 5:30 p.m. The Pledge of Allegiance was recited by all. The following members were present: Trint Adams, Wayne Peach, Gary "Butch" Pratt and Joe Tuetken. Also present were City Administrator Russ Farnum and Deputy City Clerk Cheryl Clark.

Pratt moved to approve the agenda; Peach seconded. Ayes: All present. Carried.

Tuetken moved to approve the minutes of the May 11, 2021 meeting; Pratt seconded. Ayes: All present. Carried.

No one appeared for Open Forum.

Farnum reported that the final plats of Northridge 3<sup>rd</sup> and 4<sup>th</sup> Additions are for the mini-storage area and a larger five-acre parcel. Farnum met with the City Engineer and there were no outstanding issues for Northridge 3<sup>rd</sup> Addition. City Council Liaison Dave Goedken arrived. Peach motioned to recommend approval of the Final Plat of Northridge 3<sup>rd</sup> Addition, Pratt seconded. Ayes: All present. Carried.

Farnum reported that the draft of Northridge 4<sup>th</sup> Addition was previously reviewed and there are two lots on Northridge Drive that can be formally platted. Farnum stated that the sewer is on the private side of Lot #2, so a sanitary easement would have to be added before recording in case it ever had to be excavated. Jeff Hinrichs was present and questioned if there is a manhole on the property and Farnum stated there is. Hinrichs stated it was a cul-de-sac and Goedken stated it was once designated to be a commercial area. Motioned by Prat, seconded by Peach to recommend approval of the Final Plat of Northridge 4<sup>th</sup> Addition. Ayes: All present. Carried.

Moved by Peach and seconded by Pratt to adjourn at 5:37 p.m. Ayes: All present. Carried.

Trint Adams, Commissioner

Cheryl Clark, Deputy City Clerk

**City Council Meeting Prep. Date:** 09/08/21 **Preparer:** Russell Farnum



Agenda Item: # Agenda Date: 09/14/2021

#### Communication Page

#### Agenda Items Description: Approval of Dollar Fresh Final Plans, BR3 Development

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

#### Attachments & Enclosures:

Plans, Building Elevations

**Fiscal Impact:** Budget Line Item: Budget Summary: Expenditure: Revenue:

**Synopsis:** BR3 Development has submitted the final engineering plans and building plans for the HyVee Dollar Fresh project for review and approval, in accordance with Chapter 177.03 of the Municipal Code.

\* Please note, for convenience Staff has only attached key pages from the plan sets. If you would like the full set, please let me know. The Developer will bring color photos and building material samples to the meeting.

**Background Information**: BR3 Development has proposed redevelopment of the northeast corner of Main and First Streets with a new Dollar Fresh grocery store. The project has been extensively discussed, as the City has already approved rezoning, a development agreement, and a TIF amendment for this property. The building elevations and site plan details were not ready for approval at the time of the earlier actions by the City.

The developer has provided all of the required information, and earlier submittals were already received and reviewed by City Staff and the City Engineer. The plans have since been revised to address nearly all of the concerns that were raised in the prior review.

The property is zoned commercial, although the north half of the property is zoned C-2 Commercial, and the south half is zoned C-1. Both districts allow the construction of a grocery store.

The gross area of the building is 27,400 square feet, with a net retail floor of about with 129 parking stalls. The building will be finished in architectural steel panels that have stucco finish. The predominant color is a gray/taupe color with a highlight band in a little darker tone. Similar finishes are found on all four sides of the building, although the front is highlighted with the entry feature, sign band, and a nice band of large windows.

The only sign on the exterior of the building is the Dollar Fresh wall sign over the front door. This brand uses no ground sign or other wall signs.



The parking lot is sized appropriately for the use, and has space for future additional parking if it is ever needed. The parking provided, however, does not meet the City's code in the C-2 District, which requires 1 parking stall for every 150 square feet of store area. This equates to 6.67 stalls per 1000 square feet, which is an enormous requirement. Commonly codes require a minimum of 3 or 4 per 1000 square feet. The parking provided here is 4.69 stalls per 1000 square feet, which is more than sufficient, and an additional 38 stalls in reserve would provide 6 parking spots per 1000 square feet.

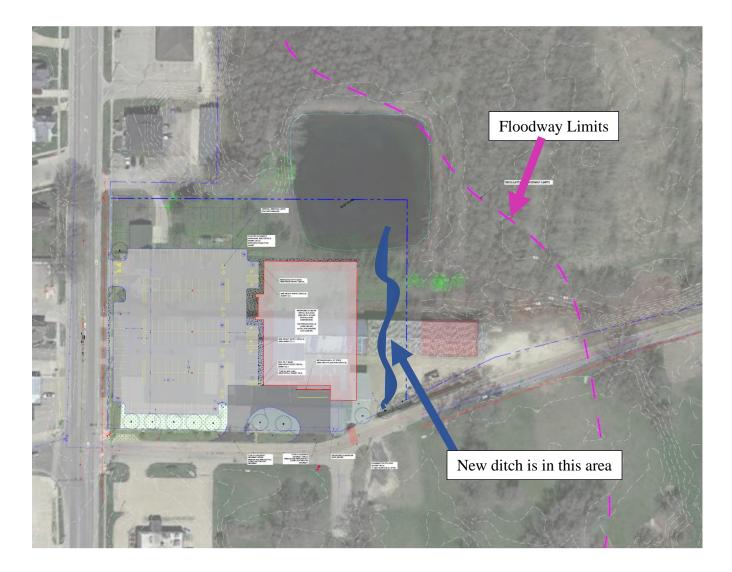
Per Chapter 165.41, Section 1 A, the Planning and Zoning Board can waive the parking requirements. In this case, the waiver of the specific requirements in lieu of the 129 parking stalls proposed, plus the potential expansion of an additional 38 stalls for the future, should be more than adequate to service the property without impacting surrounding uses.

The parking lot includes perimeter landscaping areas that will include tree plantings along the First Street frontage. A larger parkway with full sidewalk will be along the Main Street frontage. Eleven shade trees will be provided in total. The driveway entrances are near the north end of the parking lot on Main Street, and about 200 feet east of Main Street along First Street. The First Street drive also provides access to the truck docks for deliveries.

The parking lot lighting plan shows the overall average lighting levels at 2.2 footcandles. This is a very reasonable lighting level and will provide more than adequate lighting without being overly bright.

The dumpster enclosure is at the east end of the building between the loading dock and First Street. This is proposed to be enclosed, with the details on Sheet C6.0. The dumpster enclosure will be a Trex Composite material in woodland brown.

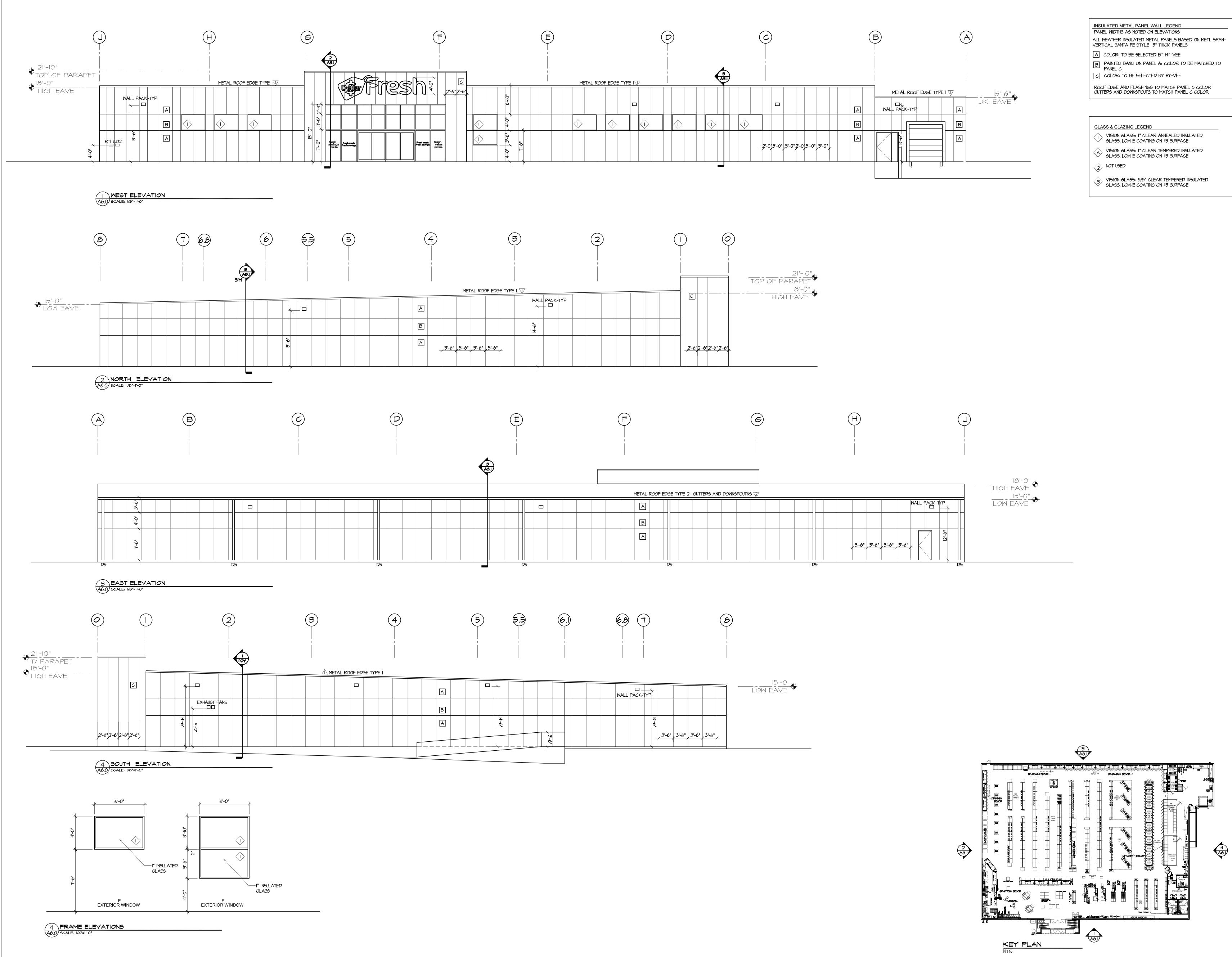
The flood plain is a sensitive issue in this area. The construction was planned carefully to avoid the floodway and have no impact upon the flooding levels in the drainage basin. In fact, additional areas were lowered to offset the land that was filled, to provide additional storage for flood waters on the property. The majority of the work on the site is outside of the regulatory flood plain limits as outlined on the map below:



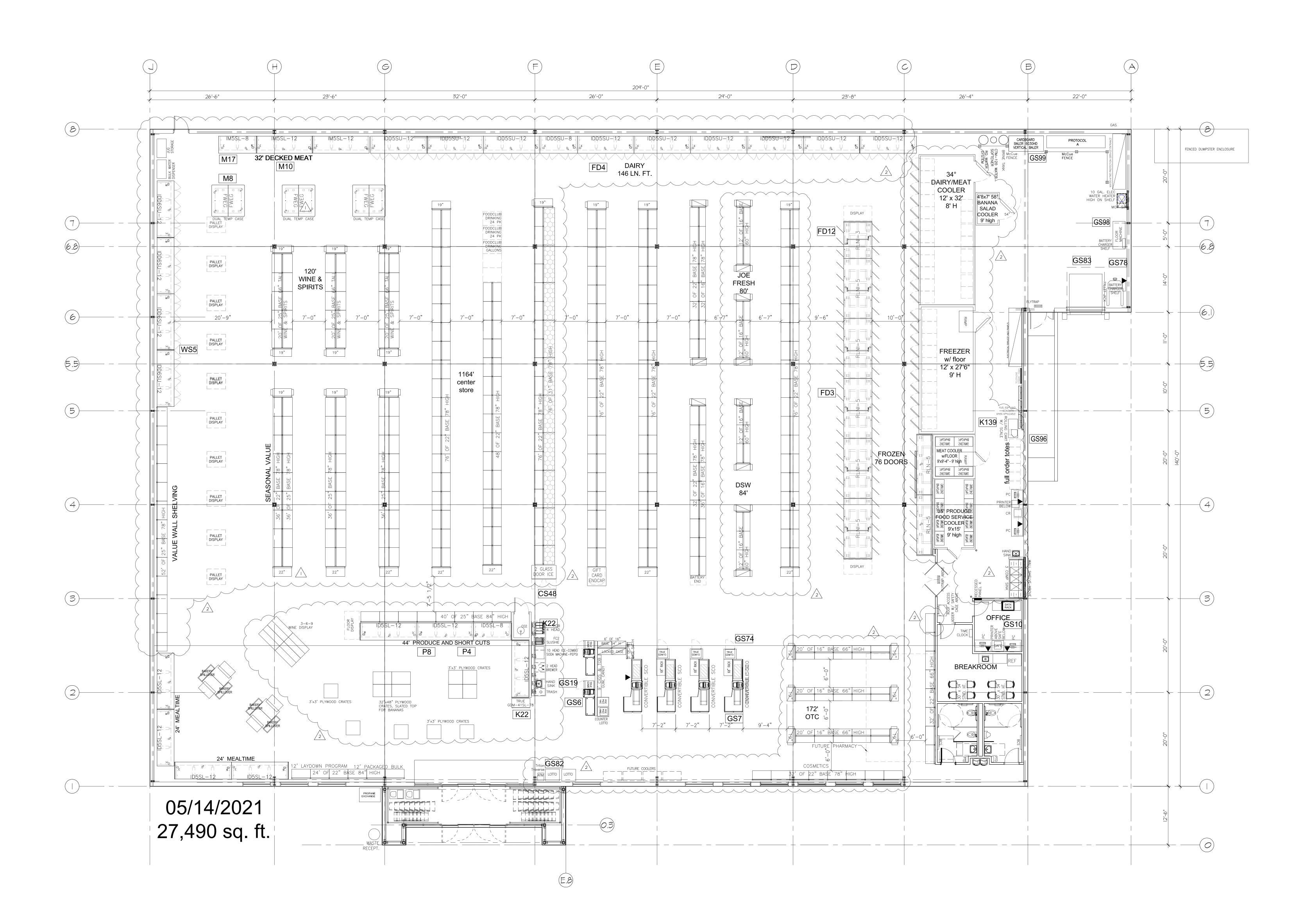
For reference, the new "ditch" that was cut on the site, will be just behind the proposed new building on the far east side of the property.

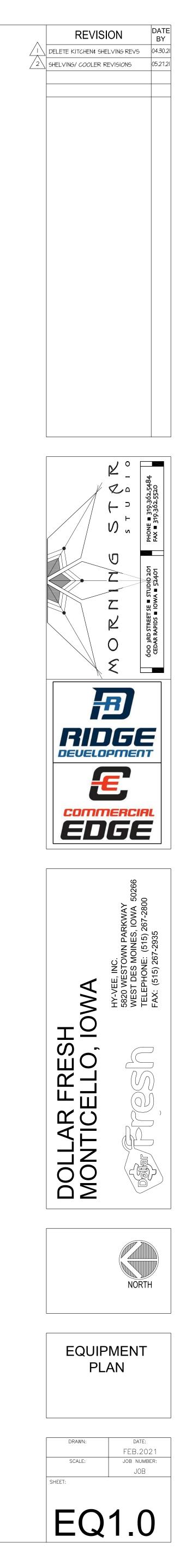
#### **Staff Recommendation:**

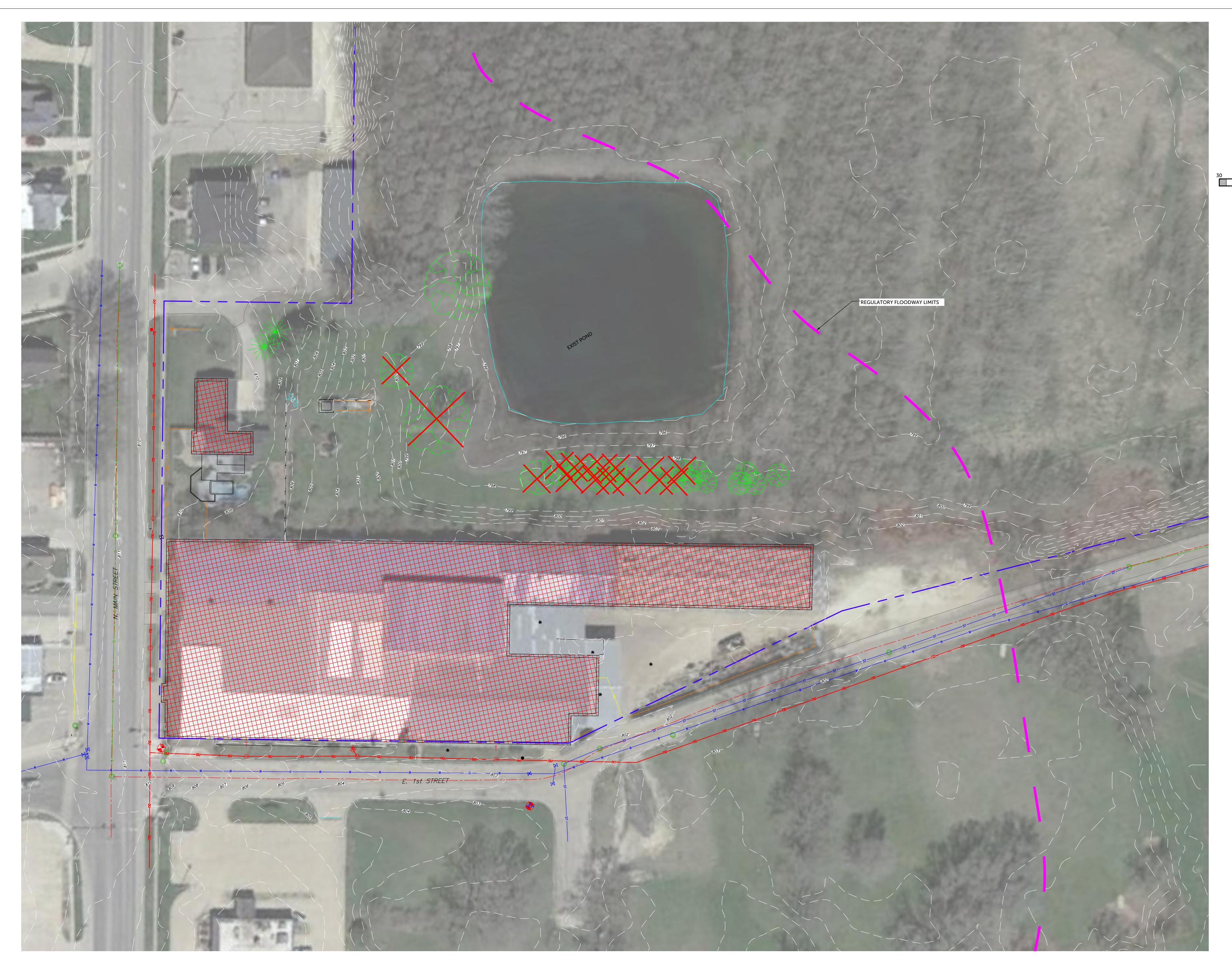
This project has been reviewed by Staff and the revisions have been corrected. Approval is recommended.

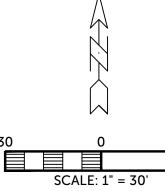






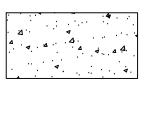












### CONCRETE SIDEWALK

4" P.C. CONCRETE 4" COMPACTED MODIFIED SUBBASE

PARKING LOT PAVEMENT 6" P.C. CONCRETE 6" COMPACTED MODIFIED SUBBASE PROOF ROLLED SUBGRADE



HEAVY DUTY PARKING LOT PAVEMENT 7" P.C. CONCRETE

5" COMPACTED MODIFIED SUBBASE PROOF ROLLED SUBGRADE

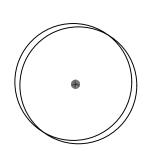
### NOTES:

- 1. ALL SITE WORK TO BE IN ACCORDANCE WITH IOWA SUDAS SPECIFICATIONS, 2021 EDITION. SPECIFICATIONS CAN BE FOUND AT WWW.IOWASUDAS.ORG. 2. ALL EXTERIOR SITE CONCRETE TO BE AIR-ENTRAINED DOT C-3 OR C-4 MIX PER SUDAS SECTION 7010. SURFACE SHALL BE BROOM FINISHED WITH CURING
- COMPOUND APPLIED PER SPECIFICATIONS. SIDEWALKS SHALL HAVE MAXIMUM CROSS-SLOPE OF 1.5%. 4. 4' WIDE SIDEWALKS TO HAVE CONTRACTION JOINTS 4' O.C. ALL SIDEWALK
- CONTRACTION JOINTS TO BE SEALED WITH CAULK. PARKING LOT PAVING - CONTRACTION JOINTS MAXIMUM 12' O.C. ALL JOINTS TO BE HOT TAR SEALED (NO BACKER ROD ALLOWED) IN ACCORDANCE WITH SUDAS SPECIFICATIONS. ALL BAYS PLACED IN SEPARATE POURS SHALL BE TIED TOGETHER WITH L-1 JOINTS. CONTRACTOR TO PROVIDE PROPOSED JOINTING LAYOUT AND CONCRETE POUR PHASES TO ENGINEER FOR APPROVAL PRIOR TO
- COMMENCING PAVING OPERATIONS. 6. ALL DISTURBED GREEN AREAS SHALL BE BACKFILLED WITH 6" TOPSOIL AND
- SEEDED.. CONTRACTOR TO PROTECT EXISTING CURB & GUTTER. PROVIDE TEMPORARY STONE RAMPS ON PAVEMENT/GUTTER IF NECESSARY TO TRAVERSE CURB. INSTALL TEMPORARY TILE LINE IN GUTTER UNDER STONE TO ALLOW DRAINAGE TO BE MAINTAINED TO INTAKE.
- ALL DIMENSIONS ARE TO BACK OF CURB OR EDGE OF PAVEMENT. 9. PARKING LOT STRIPING TO BE 4" WIDE YELLOW PER SPECIFICATIONS SHEET C2.1.

ZONING SUMMARY:

ZONING: C-1 GENERAL COMMERCIAL DISTRICT FRONT YARD SETBACK: 30' SIDE YARD SETBACK: 10' REAR YARD SETBACK: : 30'

PARKING REQUIRED: 4/1,000 SF PARKING PROVIDED: 4.69/1,000 SF



LEGAL DESCRIPTION:

OF MONTICELLO, IOWA; AND

EXCEPTING THE FOLLOWING:

AND FURTHER EXCEPTING:

beginning. Said parcel contains 3,876.0 feet.

contains 157.5+ square feet, (and is a triangular area having a base of 35.0+ feet and depth of 9' -- 0" feet).

SUBJECT TO the rights of the public in all highways and to all easements of record.

PROPOSED SHADE TREE

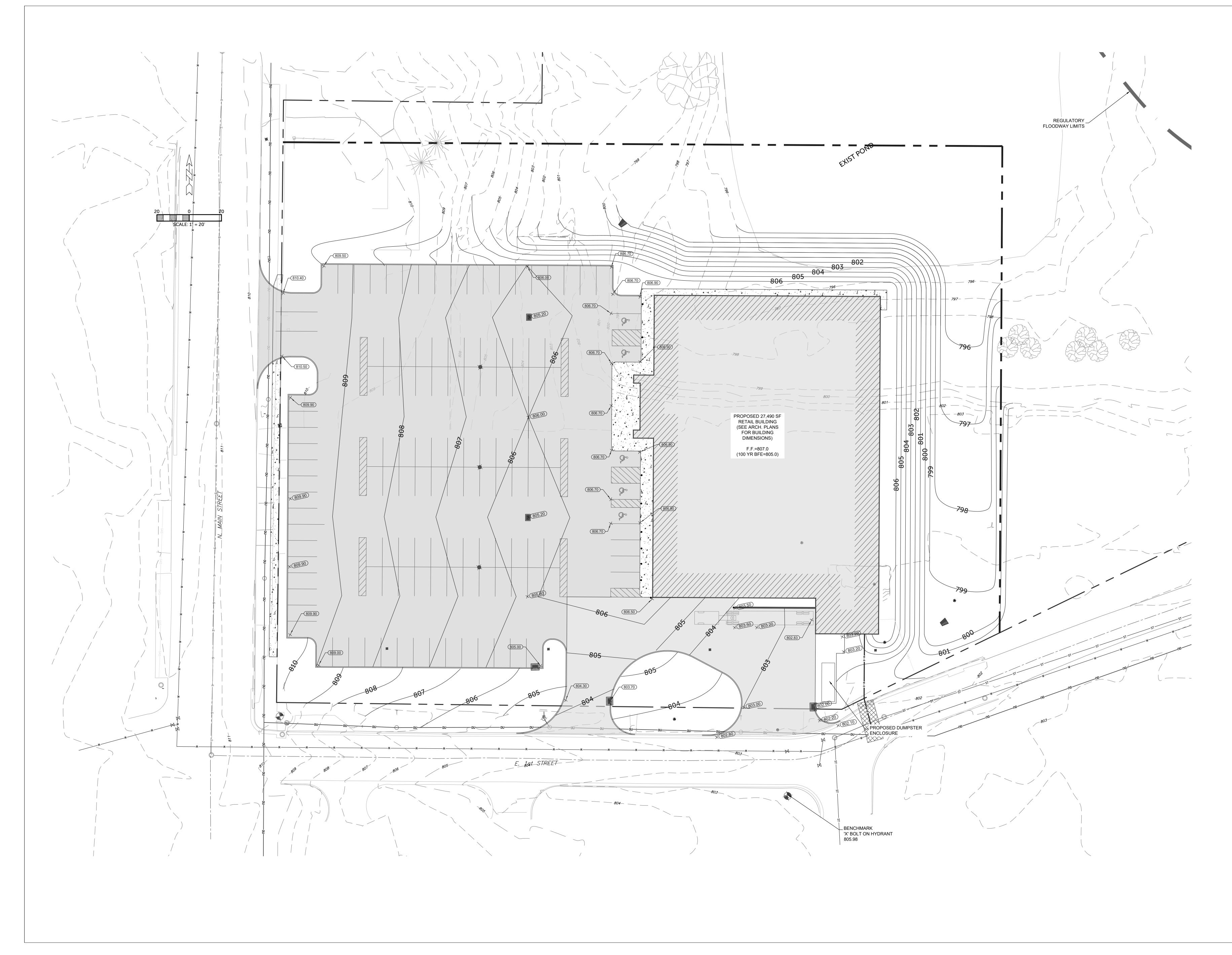


LOTS 41, 43, 45, 47, 43, 49, 50 AND 51; and that portion of the vacated alley previously existing between Lots 50 and 51 on the North and Lots 52 and 53 on the South, lying North of the foundation line of the building formerly owned and occupied by Gerald J. Pasker, as extended from West to East through said alley; Arid the vacated alleyway lying between Lots 43 and 45; and the South one-half of vacated 2nd Street right-of-way lying between Lots 46 and 43; and all of vacated 2nd Street right-of-way lying between Lots 47 and 49; and all of faceted Locust Street right of way lying East of Lots 41, 43, 45, 47, 49, and 51, as well as that portion of said street right-of-way lying East of the aforementioned vacated 2nd Street right-of-way and easement of the aforementioned alleyway right of way, between Lots 42 and 43 to the North and Lots 44 and 45 to the South; ALL IN THE ORIGINAL PLAT OF THE TOWN (NÓW CITY) LOT 150; and that part of LOT 149 lying East of the continuation of the West line of the Street on the West side of LOT 147, ALL IN THE IRREGULAR PLAT OF MONTICELLO, IOWA; A triangular track of land commencing at the Northwest corner of Lot 1 of "Energy Company Place" in the City of Monticello, lowa, thence South 75°10' East 400 feet along the Northerly property line of Lot 1 of "Energy Company Place" to the high one story steel building, the point of

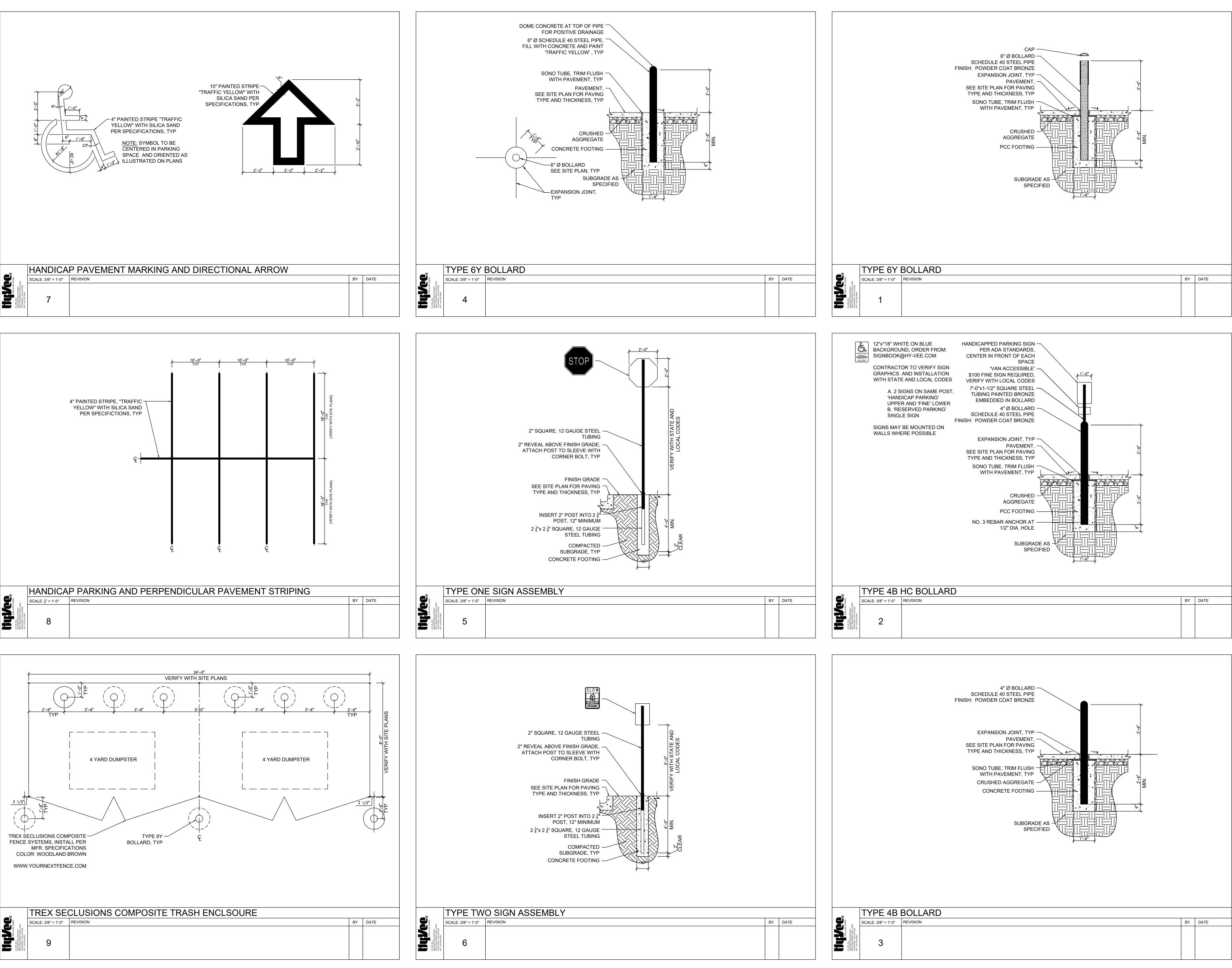
beginning, thence continuing South 140°50' West, 9' -- 0" along property line of Lot 1 "Energy Company Place", thence, East 37.0+ feet along property line of Lot 1 of "Energy Company Place" to the North side of said high one story steel building, thence, North 74°54'22" West, 35.0+ feet long North side of said high one story building to point of beginning. Said parcel A parcel of land located in the Southwest corner of the East 536 feet of Lot 149 in Irregular Plat of Monticello, Iowa described as follows: Commencing at the Southwest corner of the East 536 feet of Lot 149 in Irregular Plat of Monticello, Iowa, being the point of beginning, thence, East along the South. line of said lot and the North line of First Street, 102 feet, thence, North

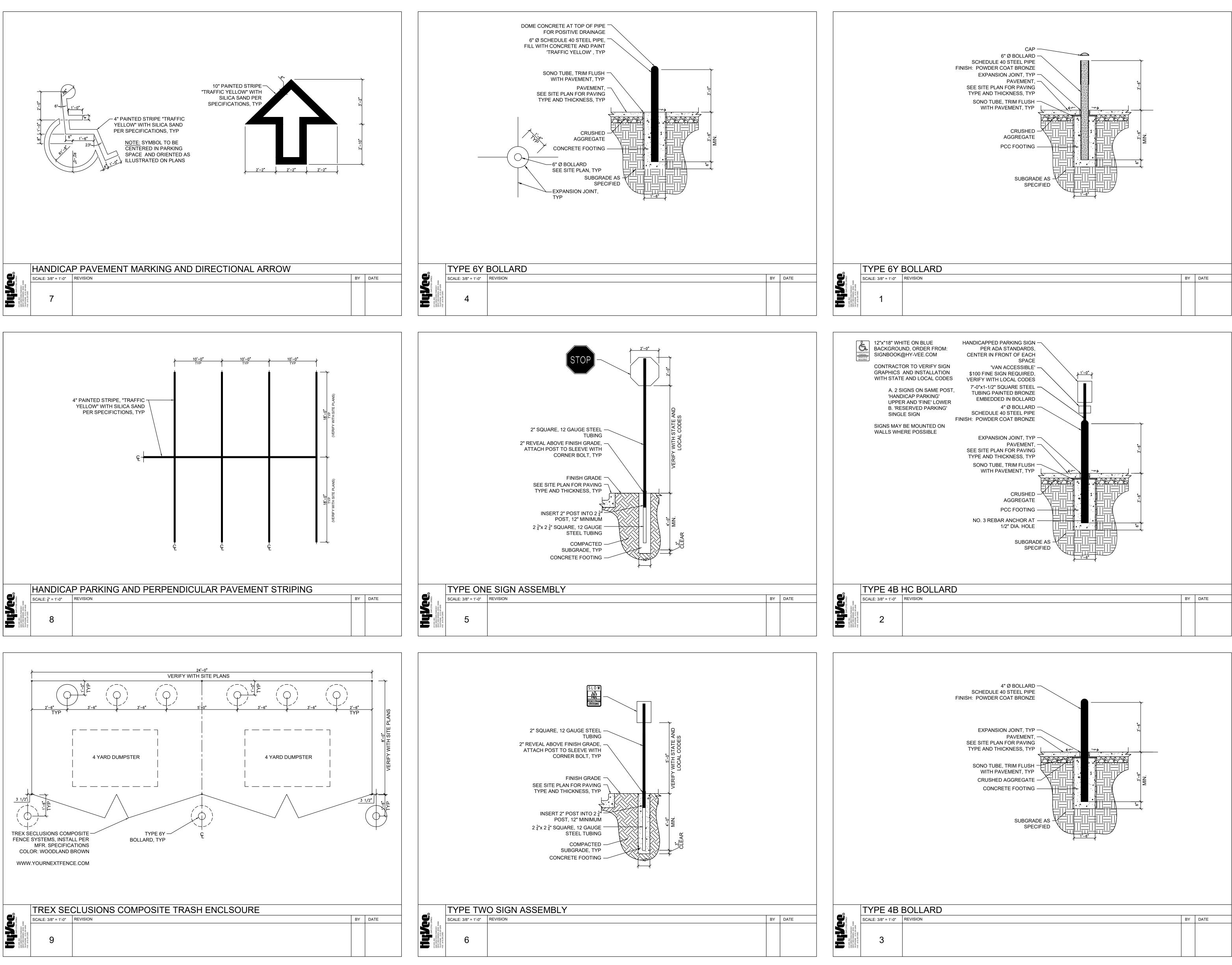
13.0 feet, thence, North 63 53 10" West, 113.60 feet to a point on the West line of the East 536 feet of Lot 149 in Irregular Plat of Monticello, Iowa, Also being the East line of Lot 1 of "Energy Company Place" in the City of Monticello, Iowa, thence South 63.0 feet along the West line of the East 536 feet of Lot 149 in Irregular Plat of Monticello, Iowa to the place of

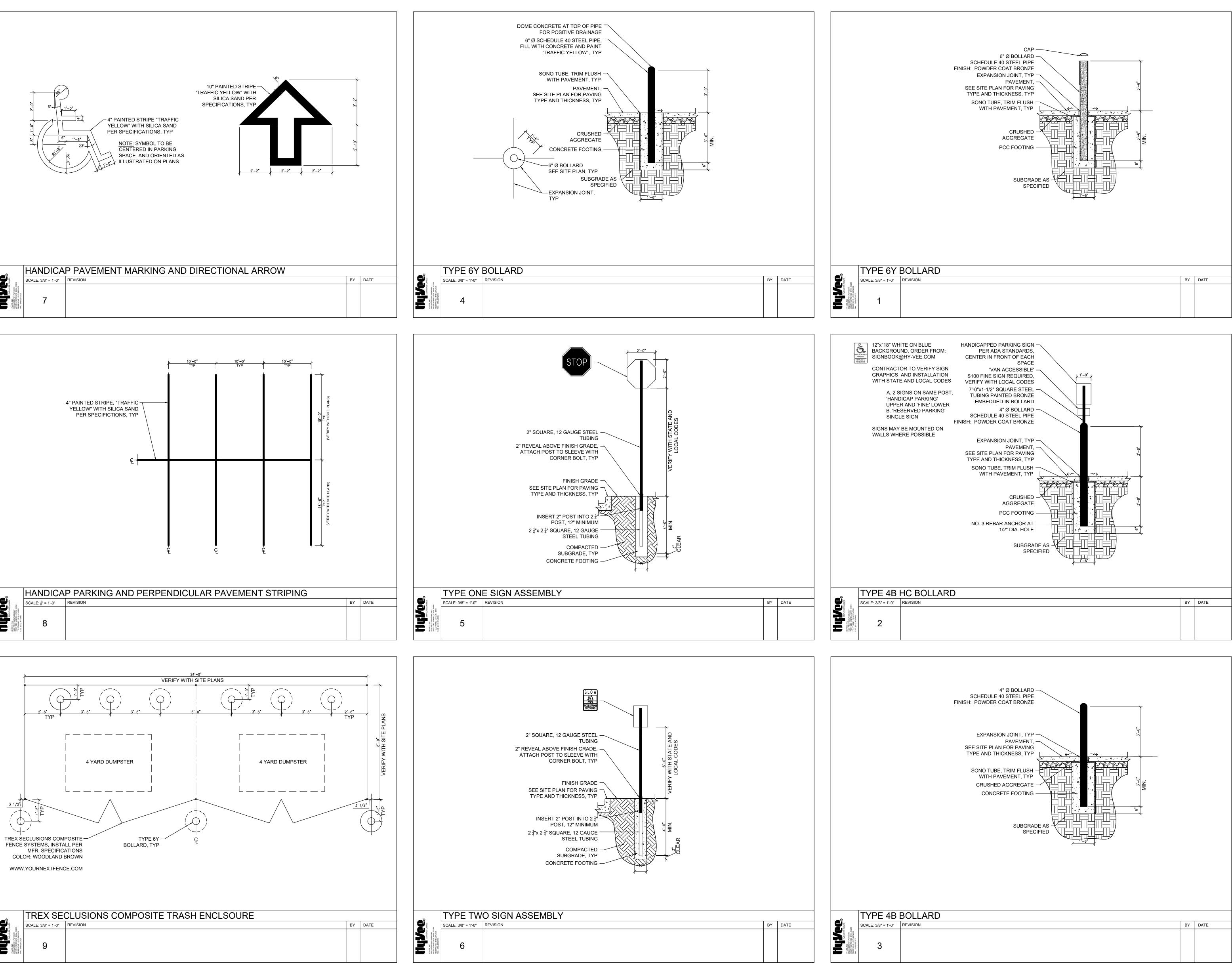
LOT 1 of "ENERGY COMPANY PLACE", in the City of Monticello, Jones County, Iowa, as shown in the PLAT OF SURVEY recorded in PLAT BOOK H, PAGE 55, of the Jones County, Iowa records; AND An area of street on North side of EAST FIRST STREET between Main Street and South Locust Street in the ORIGINAL TOWN (NOW CITY) OF MONTICELLO, IOWA, and described as: Commencing at the Southwest corner of Lot 1 of "Energy Company Place" in the City of Monticello, Iowa (being also the Southwest corner of Lot 54 of the Original Town of Monticello), thence South 75°10' East 341.19 feet on Northerly street line of said East First Street, thence South 14°50' West, 1.31 feet along exterior building, thence North 74'47'08' West, 341.20 feet along exterior building wall and gap at end of building to point of beginning. (being approximately a triangular area 1.31 feet and and 350.0 feet along East and West, containing 229.25 square feet, and being a part of street occupied by a building wall of the Energy Manufacturing Company, exclusive of any gutter or cornice on building.); AND That part of LOT 150 of the IRREGULAR PLAT OF MONTICELLO, IOWA, described as follows: Commencing at the Northwest corner of Lot 1 of Energy Company Place in the City of Monticello, lowa; thence South 75°10' East 400 feet along the Northerly property line of said Lot 1, thence South 14°50' West 2.5 feet along the property line of said Lot 1 to the high one-story steel building, the point of beginning; thence continuing South 14°50' West 9.0 feet along the property line of said Lot 1; thence East 37.0 feet, more or less, along the property line of said Lot 1 to the high one-story steel building; the lot of said newstory steel building; the lot of said newstory steel building; the of said newstory store building; thence east 37.0 feet, more or less, along the property line of said Lot 1 to the high one-story steel building; thence story steel building; thence North 74'54'22' West 35.0 feet, more or less, along the North side of said one-story steel building; thence North 74'54'22' West 35.0 feet, more or less, along the point of beginning; (being a triangular area having a base of 35.0 feet, more or less, and a depth of 9.0 feet); AND That part of LOT 149 of the IRREGULAR PLAT OF MONTICELLO, IOWA, described as follows: Commencing at the Southwest corner of the East 536 feet of said Lot 149; thence East along the South line of said Lot 149 and the North line of First Street 102 feet, more or less, to the East line of the gravel parking lot; thence North along the East line of said gravel parking lot 13.0 feet, more or less, to the Northeast corner of said gravel parking lot; thence North 63°53'10" West along the North line of said gravel parking lot 113.60 feet, more or less, to a point on the West line of the East 536 feet of said Lot 149 (also being the East line of Lot 1 of Energy Company Place); thence South 63.0 feet along the West line of the East 536 feet of said Lot 149 (also being the East line of Lot 1 of Energy Company Place); thence South 63.0 feet along the West line of the East 536 feet of said Lot 149 (also being the East line of Lot 1 of Energy Company Place); thence South 63.0 feet along the West line of the East 536 feet of said Lot 149 (also being the East line of Lot 1 of Energy Company Place); thence South 63.0 feet along the West line of the East 536 feet of said Lot 149 (also being the Saut line of Lot 1 of Energy Company Place); thence South 63.0 feet along the West line of the East 536 feet of beginning. (Said parcel last described having a gravel surface and also having two steel oil tanks, and containing 3676.0 square feet.)





















**City Council Meeting Prep. Date:** 9/14/2021 **Preparer:** Sally Hinrichsen



**Agenda Item:** # 6 -14 **Agenda Date:** 9/20/2021

Communication Page

#### Agenda Items Description: Reports

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

#### <u>Attachments & Enclosures:</u>

Fiscal Impact:	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

#### **Reports / Potential Actions:**

- 6. City Engineer
- 7. Mayor
- 8. City Administrator
- 9. City Clerk
- 10. Public Works Director
- 11. Police Chief
- 12. Water/Wastewater Superintendent
- 13. Park and Recreation Director
- 14. Library Director

**City Council Meeting Prep. Date:** 09/15/21 **Preparer:** Russell Farnum



**Agenda Item:** # 15 **Agenda Date:** 09/20/2021

City Hall

#### Communication Page

#### Agenda Items Description: Work Session on Community Building Improvements

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

#### Attachments & Enclosures:

Community Building Committee Report

Fiscal Impact:
Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

**Synopsis:** Follow up discussion and direction on priorities from the presentation by the Community Center Committee.

**Background Information**: Multiple discussions over the years have been held on what to do with the upper level of City Hall, the Community Center. The Community Center Committee has worked over the past year to identify projects to be completed that would increase the use of the space, and recently presented their findings to the City Council.

One of the biggest hurdles has been identifying the best use of the space. Regardless of the use, there are improvements that could be done in the short term that will enhance the use of the space. Further, there are long term improvements that could be done to enhance the space regardless of the use.

With that in mind, Staff have no direction from the Council on how to proceed. The discussion on the Committee's findings and priorities would be appreciated so the Staff can begin tackling the myriad of potential projects, whether this fiscal year or in the future.

Council input on what additional information is needed is also requested.

**<u>Staff Recommendation</u>**: Council discussion is expected. No final decisions are expected at this time, and this item can be brought back for more discussion, fact-finding, or other direction as necessary.

### **Monticello Community Building Improvement Committee**

Report to the Monticello City Council August 2nd, 2021

### **Committee Members**

### **2019 Committee Members:**

Kim Brooks Jan Cratsenberg Steve Clemmons **Bob** Furino Dave Goedken Sally Hinrichsen Jan Hoag

## **2021 Committee Members:** Tony Amsler

Jan Cratsenberg Steve Clemmons

Dave Goedken Sally Hinrichsen

Debbie Moser

### Our Goal

Concerned about the decline of one of Monticello's important historic buildings, a group of individuals began meeting in 2019 to look at what improvements and repairs needed to be done so this facility might be better utilized by our community.

Our intent is to raise awareness of the condition of our Community Building and to look for ways to return this structure to the jewel it once was. Our findings are not prioritized, nor a request for all items to be addressed immediately. We certainly understand the budgetary process.

The Community Building is a historical landmark and an integral part of Monticello's history and must be preserved and maintained for use in our community. Funded by the PWA (Public Works Administration) in 1939, the Community Building has long been the center of our community.



Once improved, this hall can be used to hold special events for the city and represent our community with pride.

Once improved, this hall can be used for performances and the arts, with easy access to downtown. Starlighters production company has pledged the permanent use of donated lighting and sound system for general use.

Once improved, this hall can be used for Continuing Education Programs for the residents of Monticello.

Once improved, this hall will be more attractive to individuals or groups looking to rent this facility.

Once improved, this hall will provide the community with an additional events center on busy days and holidays.

Once improved, this area of the Community Building will be brought up to Code and thus safer for everyone using this facility.

Most importantly, the second floor and mezzanine areas of the Monticello Community Building is part of an unfinished renovation project begun by the City back in 2014.

It's time to complete this project.

### Window Covering

Purchase window covering for the main hall. With glaring sun from the west window in the afternoon and no shades on the windows, it is impossible to darken the room for presentations and performances. With estimates from both Monticello Interiors and Eastern Iowa Blinds the approximate costs range from \$6,000 for manual blinds, to \$8,000 for motorized blinds.



#### Painting

Professionally paint all parts of the second floor and mezzanine areas. Professional painter Lynn Weber estimated this cost to be around \$6,000. Mr. Weber's estimate was also broken down by rooms and areas to be painted.



**Stage Storage** 

Repair stage storage area. Contractor Tony Kraus roughly estimates this cost to be about \$7,500. Once completed, chairs and tables can be stored there, rather in the Coat Room, freeing this space to be better utilized.



#### **Plaster Repair**

Professionally repair all plaster cracks in kitchen, scout storage room, stairways, restrooms, northeast stairway and plaster exposed bricks in the main hall. Contractor Bob Felton estimates this cost to be around \$2,000.



### **Epoxy Floor Covering**

Use epoxy floor covering where cement has been painted. Contractor Robert Claussen estimates this project to cost \$15,625. The epoxy selected could closely match or compliment the existing terrazzo flooring.



### Wiring

Bring the wiring up to code on the second floor and mezzanine as was done on the first floor. We do not have an estimate on this project yet. However, we would highly recommend this be a priority before any electrical improvements are made.

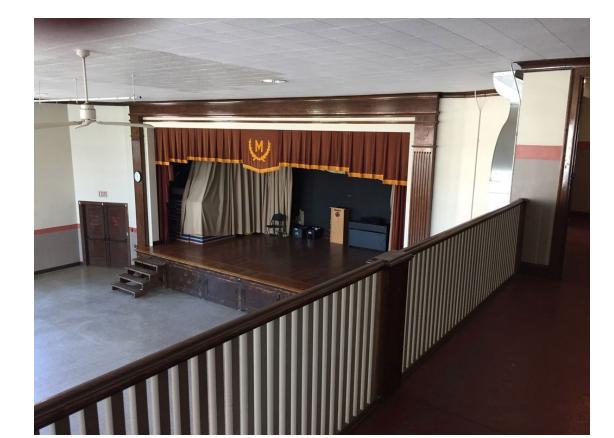


#### Main Hall (Auditorium)



### Main Hall (Auditorium)

- Plaster exposed bricks & replace missing baseboards where former heat registers were removed.
- Refinish existing doors and woodwork where necessary and remove paint splashing from previous paint job.
- ➤ Replace ceiling fans.
- ➤ Replace main lighting with "dimmable" lights.
- Replace water damaged ceiling tiles. Might consider a completely new ceiling given the various replacements over the years.
- ➤ Cover or paint the exposed HVAC ductwork on the south wall.



The Stage Area

### The Stage Area

- ➤ Removal of old piano.
- ➤ Replace side & back curtains (black).
- $\succ$  Paint stage walls (black).
- ➤ Fill floor crack with wood filler to prevent tripping and possible injury.
- $\succ$  Replace main curtain or remove.
- Floor Foot Lights Clean area and replace incandescent bulbs with LED.
   Could be a fire hazard if unattended.

The Stage Area

- Test Rolling Screen on stage to see if it still is functioning and if it has any historical significance.
- Rollaway steps (with rail) are needed for access to the stage from the main floor.
- Install Stair Climber, or equivalent, in south stairs to stage for ADA compliance.

#### The Kitchen Area



#### The Kitchen Area

- Replace counter outlets with 30 amp outlets, with separate circuit, to accommodate roasters and appliances used by renters.
- ➤ Build a storage area for mops, brooms, and cleaning supplies.
- ➤ Update Counter top.
- ➤ Repair/replace lower cabinet doors.
- ➤ Consider an "on demand" hot water heater to meet washing needs.

### **The Second Floor Restrooms**

- ➤ Check for ADA Compliance
- Possibly convert to Uni-sex with "occupied" lock
- ➤ Replace light fixtures



### The Coat Check Room

- Refinish existing doors and woodwork where necessary (and remove paint).
- Repair door and frame to main hall. Damage caused by table and chair carts.
- ➤ Remove radiator no longer used.



The Mezzanine Balcony Area



### The Mezzanine Balcony Area

- Install sound reducing curtains in front of HVAC systems. Either install directly in front of the HVAC system, or install balcony railing, thus closing off this area during performances and events.
- ➤ Remove unused electronics in storage room (Tech room)
- ➤ Remove and store old light fixtures to another location to protect them.
- ➤ Remove drinking fountain.

### **The Mezzanine Restrooms**

- Replace all toilet tissue dispensers in both Mens & Womens restrooms.
- Evaluate sinks in both units
- In Men's restroom, window tint or covering is needed.



#### The Mezzanine Scout Storage Room

➤ Repair large plaster cracks along the east wall of the room.



# Summary

We respectfully submit this report with the hope that the Monticello City Council begins to take steps to improve the condition of the upper floors of our Community Building and complete the renovation project started seven years ago.



### What questions do you have concerning our presentation?

Presenter Contact: Tony Amsler <u>amsler.tony@gmail.com</u> 319-480-0437

