

# City of Monticello, Iowa

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Posted on June 02, 2017 at 9:30 p.m.

Monticello City Council Regular Meeting June 05, 2017 @ 6:00 p.m.  
Monticello Renaissance Center, 220 E. 1<sup>st</sup> Street, Monticello, Iowa

<b>Mayor:</b>	Dena Himes	<b>City Administrator:</b>	Doug Herman
<b>City Council:</b>		<b>Staff:</b>	
At Large:	Dave Goedken	City Clerk/Treas.:	Sally Hinrichsen
At Large:	Brian Wolken, Mayor Pro Tem	Public Works Dir.:	Brant LaGrange
Ward #1:	Rob Paulson	City Engineer:	Patrick Schwickerath
Ward #2:	Johnny Russ	Police Chief:	Britt Smith
Ward #3:	Chris Lux	Ambulance Dir.:	C.J. Johnson
Ward #4:	Tom Yeoman		

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

**Open Forum:** If you wish to address the City Council on subjects pertaining to today's meeting agenda please wait until that item on the agenda is reached. If you wish to address the City Council on an item not on the agenda, please approach the lectern and give your name and address for the public record before discussing your item.

**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	May	15, 2017
Approval of Payroll	May	25, 2017
Approval of Bill List		
Approval of April, 2017 Treasurer's Report		
Approval of Monticello Golf Club Liquor License		
Approval of Karde's (202 N. Cedar Street) Liquor License		

**Motions:** None

**Public Hearing:** None

**Resolutions:**

1. **Resolution** to approve AL Hughes House Purchase
2. **Resolution** to approve Eastern Iowa Excavating and Concrete Pay Request related to Main Street Manhole Project.
3. **Resolution** to approve Eastern Iowa Excavating and Concrete Pay Request related to S. Main Street Sewer Repair Project.
4. **Resolution** to approve Snyder & Associates Amendment #2, Scope of Services, related to Main Street Pavement Marking Project.
5. **Resolution** to approve purchase of chairs for Community Building.

6. **Resolution** to approve proceeding with Ten-T Hangar design as opposed to Eight-T Hangar design.
7. **Resolution** to consider Sewer Usage Credits submitted by:
  - a. Heather Freiburger
  - b. Yndia Collins
  - c. Ron Buscher
8. **Resolution** to proceed with Crack Sealing and/or Pavement Sealing on Hardscrabble Road
9. **Resolution** to schedule Public Hearing on granting of corrective Easement to ITC
10. **Resolution** to approve H.M.A. Resurfacing Agreement between City of Monticello and Eastern Iowa Excavating & Concrete, LLC

**Ordinances:**

11. **Ordinance** to approve amendment related to accessory structures / buildings setback on alleyway. (5') (Second Reading)
12. **Ordinance** providing of the division of taxes levied on taxable property in the 2017 addition to the Monticello Urban Renewal Area, pursuant to §403.19 of the Code of Iowa. (Third Reading)
13. **Ordinance** to Urban Chickens (First Reading)
14. **Ordinance** Re: Fireworks

**Reports / Potential Action:**

- John Deere Driveway
- Alliant Outages (ITC Upgrade Related)
- Board Openings: Tree Board
- ECIA Board openings
- Engineer Report
- Letter from Masons, Re: Child I.D. Program

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

Regular Council Meeting – Official  
May 15, 2017  
Community Media Center  
6:00 P.M.

Mayor Dena Himes called the meeting to order. Council present: Dave Goedken, Brian Wolken, Johnny Russ, Chris Lux and Tom Yeoman. Also present were City Administrator Doug Herman, City Clerk Sally Hinrichsen, Public Works Director Brant LaGrange, City Engineer Casey Zwolinski, Police Chief Britt Smith and Ambulance Director C.J. Johnson. Council Member Rob Paulson was absent.

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

William Giegerich, 645 N Birch and Richard Tapia, 637 N Birch presented information on urban chickens and their desire to see the Council allow them in Monticello. Council agreed to consider a proposed ordinance at the next meeting.

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

Mayor Himes opened the public hearing on the proposed budget amendment for fiscal year 2017. Herman reviewed proposed amendments. Johnson explained concerns related to low reimbursement rates and unpaid accounts. Herman and Johnson recently attended a meeting in West Branch with Iowa State Senators to discuss revenue concerns and the prospect of making EMS an essential service under the law. No public comments were received, and City Staff reported that they had not received any oral or written comments. Mayor Himes closed the public hearing. Goedken moved to approve Resolution #17-54 A resolution amending the current budget for fiscal year ending June 30, 2017, Wolken seconded, roll call unanimous.

Mayor Himes opened the public hearing on proposed voluntary annexations. No public comments were received, and City Staff reported that they had not received any oral or written comments. Mayor Himes closed the public hearing. Wolken moved to approve Resolution #17-55 Resolution Approving and Accepting the Voluntary Annexation of certain properties generally described as the Yousse property, Koob's Garage property, City of Monticello Shop and Monticello Machine Shop, all of same adjoining the City of Monticello for at least fifty feet and not creating an island, as same is defined within Iowa Code §368.7(2), Yeoman seconded, roll call unanimous.

Mayor Himes opened the public hearing on the proposed plans, specifications, form of contract and estimate of cost for the 2017 Monticello Regional Airport Ten-T-Hangar Project. Herman explained that the project is eligible for a 90% FAA cost share, however, the FAA investment is capped at \$600,000. No public comments were received, and City Staff reported that they had not received any oral or written comments. Mayor Himes closed the public hearing. Lux moved to approve Resolution #17-56 Resolution to approve the proposed plans, specifications, form of contract and estimate of cost for the 2017 Monticello Regional Airport Ten-T-Hangar Project, Russ seconded, roll call unanimous.

Mayor Himes opened the public hearing on the proposed plans, specifications, form of contract and estimate of cost for the 2017 Main Street H.M.A. Resurfacing Project. Herman reported

that the project includes a 3" grinding and overlay of the street surface from South Street to 3<sup>rd</sup> Street and ADA sidewalk improvements at intersections. He also reported that the project will result in the conversion of all four lane portions of the project to three lanes which will require some modifications to the traffic light control heads. No public comments were received, and City Staff reported that they had not received any oral or written comments. Mayor Himes closed the public hearing. Goedken moved to approve Resolution #17-57 Resolution to approve the proposed plans, specifications, form of contract and cost estimate Re: 2017 Main Street H.M.A. Resurfacing Project, and acknowledging the receipt of bids related thereto, awarding the project to the lowest responsive and responsible bidder Eastern Iowa Excavating and Concrete, LLC, Yeoman seconded, roll call unanimous.

Yeoman moved to approve Resolution #17-58 to approve naming the Private Drive serving Mike Kraus development as "Locust Court", Goedken seconded. Roll call unanimous.

Lux moved to approve Resolution #17-59 reporting all employee wages for calendar year ending December 31, 2016, Russ seconded, roll call unanimous.

Herman reported Council previously authorized issuance of credit cards to the City Clerk, City Administrator, Police Chief, Library Director and Ambulance Director. Herman recommended that the Park and Recreation Director also be authorized to hold a credit card. All credit cards would have a limit of \$2,500. Goedken moved to approve the acquisition of Credit Cards for various departments, Lux seconded, roll call unanimous.

Herman reported that the City Code allows accessory structures to be built with a 3' set back off of rear yard lines or alleyways where the rear yard abuts the alleyways; while requiring fences to be set back at least 5' and questioned whether that made sense. Herman presented a proposed ordinance to increase the required setback for accessory buildings to 5' where they abut an alleyway. Goedken introduced and moved Ordinance #702 amending Chapter 165 Zoning Regulations, Monticello Code, by Amending Provisions Pertaining to Accessory Building, Structures, and Uses, first reading and in title only, Lux seconded. Roll call unanimous.

Herman reported that the City Code needs to be updated to allow taxes in the 2017 addition to the Urban Renewal Area to be collected as TIF revenue. Goedken moved Ordinance #700 providing for the division of taxes levied on taxable property in the 2017 Addition to the Monticello Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa, second reading and in title only, Yeoman seconded, roll call unanimous.

Herman presented an Ordinance that reduces the rear yard setbacks where Industrial and Commercial properties abut one another. The Council previously passed the first reading of this Ordinance. Goedken moved to suspend the rule requiring three separate readings of an ordinance and that Ordinance #701 amending the Monticello Code of Ordinances, by amending Chapter 165.29, "Bulk Requirements", be considered placed upon its final passage and adopted, Lux seconded. Roll call vote unanimous.

Herman discussed non-complaint fence issues at 503 and 505 S. Chestnut Street where the fences are both located in the City ROW. The Council expressed their opinion that both fences should be brought into compliance at this time. Herman and LaGrange will continue to work with the property owners to bring them into compliance.

Herman reported that there is one position open on the Tree Board.

Herman reported that the City may appoint two members to the ECIA Board. They meet in Dubuque quarterly and focus on low-income housing needs and rental assistance.

Herman reported that the Zephyr Aluminum bid to add glass to the northwest Berndes Center door, as opposed to replacing the existing door without glass, would increase their original bid in the approximate amount of \$300.

Herman stated that Josh Iben has been working with the City on ideas for the fountain near the Aquatic Center. Herman will report back.

Herman stated that there were no new developments with the Al Hughes' home that was damaged by fire. He will continue to update the City Council.

Herman provided the City Council with rental housing inspection rules, regulations, and forms utilized by Charles City for review.

Herman provided the Council with a report associated with the recently completed youth soccer season.

Herman reported on recent conversations with John Harms related to an agreement between the City and the Fair that requires the Fair to reimburse the City on some occasions where the Citizens State Bank Youth Development Center is rented and the Berndes Center is not. Harms reported that the agreement results in approximately \$500 to \$600 per year being paid by the Fair to the City. Herman also reported that the recent agreement between the City and US Cellular, related to their installation of Small Cell Sites on the grounds of the City Park, in the Berndes Center, and on or within various Fair owned structures, will result in approximately \$3,000 per year in rent to the City. Harms requested that in lieu of the Fair sharing some of the rent from US Cellular that the prior agreement associated with shared rent be eliminated. Consensus of the Council was to modify the agreement to eliminate the rent sharing requirement; with the City maintaining the receipt of all US Cellular rent related to the small cell sites and related equipment.

Herman reported that the County will be holding a public meeting at 6:00 p.m. on May 17<sup>th</sup> at the Berndes Center to consider the re-zoning of various properties in the County.

Herman reported that Mike Deutmeyer proposes to donate engraving at the airport, with engraving on the back of the Weber Stone entry sign stating, "Have a Safe Flight" and engraving "Welcome to Monticello" on existing stone on the Terminal Building.

Zwolinski reported that they performed a final walk through on the E. South Street project and only a few items required follow up. Special assessments will be finalized upon project completion.

Zwolinski reported that the E. First Street Bridge project should be let for bids on June 20<sup>th</sup>.

Regular Council Meeting-Official  
May 15, 2017

Zwolinski reported that a pre-construction meeting related to the Water Tower Project was held on May 2<sup>nd</sup>. Contractor is planning to start around June 1<sup>st</sup> and has 90 working days to complete the project.

Smith discussed State changes to the Iowa fireworks laws and questioned if the Council wished to follow the State law or to maintain existing Ordinances. Consensus of the Council was to repeal the current ordinance and follow the State law.

Woiken moved to adjourn the Council meeting at 7:33 P.M., roll call vote unanimous.

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Dena Himes, Mayor

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Sally Hinrichsen, City Clerk

# PAYROLL - MAY 25, 2017

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
<b>AMBULANCE</b>	<b>May 8 - 21, 2017</b>				
Dawn Brus	\$ 1,785.00	\$ -	0.00	96.37	\$ 1,226.38
David Husmann	103.50	-	0.00	0.00	88.79
Mary Intlekofer	1,785.00	-	0.00	28.25	948.80
C.J. Johnson	1,923.08	-	0.00	59.25	1,209.23
Brandon Kent	2,395.94	318.75	0.00	0.00	1,613.92
Matthew Kunkle	486.00	-	0.00	0.00	374.80
Lori Lynch	2,550.00	765.00	0.00	0.00	1,335.05
Shelly Searles	2,239.22	454.22	0.00	0.00	1,672.41
Shawn Snaith	243.00	-	0.00	0.00	207.47
Brenda Surom	765.00	-	0.00	0.00	550.68
<b>TOTAL AMBULANCE</b>	<b>\$ 14,275.74</b>	<b>\$ 1,537.97</b>	<b>0.00</b>	<b>183.87</b>	<b>\$ 9,227.53</b>
<b>CEMETERY</b>	<b>May 6 - 19, 2017</b>				
Dan McDonald	\$ 1,536.00	\$ -	0.00	0.00	\$ 1,075.22
<b>TOTAL CEMETERY</b>	<b>\$ 1,536.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 1,075.22</b>
<b>CITY HALL</b>	<b>May 7 - 20, 2017</b>				
Cheryl Clark	\$ 1,607.99	\$ 43.99	0.00	0.00	\$ 1,022.32
Doug Herman	3,879.96	-	0.00	0.00	2,735.90
Sally Hinrichsen	2,786.09	-	0.00	0.00	1,963.30
Heather Paddock	498.00	-	0.00	0.00	344.38
Nanci Tuel	1,324.01	-	1.25	0.13	857.88
<b>TOTAL CITY HALL</b>	<b>\$ 10,096.05</b>	<b>\$ 43.99</b>	<b>1.25</b>	<b>0.13</b>	<b>\$ 6,923.78</b>
<b>COUNCIL / MAYOR</b>					
Dave Goedken	\$ 100.00	\$ -	0.00	0.00	\$ 92.60
Dena Himes	300.00	-	0.00	0.00	233.95
Chris Lux	100.00	-	0.00	0.00	92.60
Rob Paulson	100.00	-	0.00	0.00	92.35
Johnny Russ	100.00	-	0.00	0.00	92.35
Brian Wolken	100.00	-	0.00	0.00	92.60
Tom Yeoman	100.00	-	0.00	0.00	92.35
<b>TOTAL COUNCIL / MAYOR</b>	<b>\$ 900.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 788.80</b>
<b>LIBRARY</b>	<b>May 8 - 21, 2017</b>				
Julie Aldrich	\$ 329.40	\$ -	0.00	0.00	\$ 275.04
Kyle Gassman	326.76	-	0.00	0.00	279.32
Heather Paddock	114.95	-	0.00	0.00	79.49
Penny Schmit	899.20	-	0.00	0.00	651.02
Madonna Thoma-Kremer	104.50	-	0.00	0.00	90.28
Michelle Turnis	1,487.83	-	0.00	0.00	924.67
<b>TOTAL LIBRARY</b>	<b>\$ 3,262.64</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,299.82</b>
<b>MBC</b>	<b>May 8 - 21, 2017</b>				
Jacob Oswald	\$ 1,846.15	\$ -	0.00	0.00	\$ 1,359.76
Heather Paddock	330.00	-	0.00	0.00	228.24
Casey Reyner	1,538.46	-	0.00	0.00	1,052.39
<b>TOTAL MBC</b>	<b>\$ 3,714.61</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,640.39</b>

# PAYROLL - MAY 25, 2017

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
<b>POLICE</b>	<b>May 8 - 21, 2017</b>				
Dawn Graver	\$ 2,134.90	\$ -	0.00	0.00	\$ 1,445.86
Erik Honda	1,783.54	-	0.00	4.50	1,310.25
Jordan Koos	1,871.16	-	0.00	5.50	1,337.94
Britt Smith	2,372.39	-	0.00	0.00	1,696.89
Madonna Staner	1,378.41	-	0.00	0.00	1,025.25
Brian Tate	2,016.84	-	0.00	0.00	1,481.78
Robert Urbain	2,045.04	-	0.00	10.50	1,412.68
<b>TOTAL POLICE</b>	<b>\$ 13,602.28</b>	<b>\$ -</b>	<b>0.00</b>	<b>20.50</b>	<b>\$ 9,710.65</b>
<b>ROAD USE</b>	<b>May 6 - 19, 2017</b>				
Billy Norton	\$ 1,536.00	\$ -	0.00	0.00	\$ 946.70
Wayne Yousse	1,536.00	-	0.00	0.00	1,014.01
<b>TOTAL ROAD USE</b>	<b>\$ 3,072.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 1,960.71</b>
<b>SANITATION</b>	<b>May 6 - 19, 2017</b>				
Michael Boyson	\$ 1,488.00	\$ -	0.00	0.00	\$ 992.94
Nick Kahler	1,536.00	-	0.00	0.00	1,002.80
Chris Taylor	1,536.00	-	0.00	0.00	963.08
<b>TOTAL SANITATION</b>	<b>\$ 4,560.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,958.82</b>
<b>SEWER</b>	<b>May 6 - 19, 2017</b>				
Tim Schultz	\$ 1,643.40	\$ 59.40	0.00	0.13	\$ 1,114.24
Jim Tjaden	1,864.00	-	0.00	0.00	1,307.99
<b>TOTAL SEWER</b>	<b>\$ 3,507.40</b>	<b>\$ 59.40</b>	<b>0.00</b>	<b>0.13</b>	<b>\$ 2,422.23</b>
<b>WATER</b>	<b>May 6 - 19, 2017</b>				
Brant LaGrange	\$ 1,961.54	\$ -	0.00	0.00	\$ 1,336.57
Jay Yanda	1,784.00	-	0.00	0.00	1,259.99
<b>TOTAL WATER</b>	<b>\$ 3,745.54</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,596.56</b>
<b>TOTAL - ALL DEPTS.</b>	<b>\$ 62,272.26</b>	<b>\$ 1,641.36</b>	<b>1.25</b>	<b>204.63</b>	<b>\$ 42,604.51</b>



6/2/2017

City of Monticello - Monthly Summary - April 1st thru 30th, 2017

Fund	Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Investments	Investments Bank	Clerk's Cash In Bank	Investments Bank	Ending Fund Balance
<b>GENERAL FUNDS:</b>															
	General	502430.54	457468.19	1257.86	70371.93	26715.89	864068.77	864068.77	610.00	261194.02	602264.75	6555.31	6448.44	864068.77	
	Soldiers Memorial Board	12483.33	950.00	1.87	431.45	13003.75	13003.75	13003.75	100.00	21147.35	77042.22	6555.31	6448.44	13003.75	
	Monticello Berndes Center	101026.84	3208.00	97.70	16584.63	98289.57	98289.57	98289.57	100.00	21147.35	77042.22	6555.31	6448.44	98289.57	
	Dare	5700.40		5.57	54.00	5651.97	5651.97	5651.97		5651.97	9792.92	6555.31	6448.44	5651.97	
	Insurance Fund	18610.12		18.15	321.81	18306.46	18306.46	18306.46		40277.01	9792.92	6555.31	6448.44	18306.46	
	Monticello Trees Forever	37025.83	3215.00	36.18	7415.10	40277.01	40277.01	40277.01		40277.01	9792.92	6555.31	6448.44	40277.01	
	Fire	196363.85	9628.00	188.51	30400.84	73819.90	73819.90	73819.90		10656.36	188108.90	6555.31	6448.44	198765.26	
	Ambulance Operating	-71121.97	21112.01	6.68	6590.90	6562.97	6562.97	6562.97		6562.97	188108.90	6555.31	6448.44	-73819.90	
	Hotel/Motel Tax Fund	6777.82			221.53	6562.97	6562.97	6562.97		6562.97	188108.90	6555.31	6448.44	6562.97	
	Earl F Lehmann Trust	237.08				237.08	237.08	237.08		237.08	188108.90	6555.31	6448.44	237.08	
	Street Bond	250.00				250.00	250.00	250.00		250.00	188108.90	6555.31	6448.44	250.00	
	Police Improvement	9872.60	70.00	9.60	567.37	9952.20	9952.20	9952.20		4947.41	5004.79	6555.31	6448.44	9952.20	
	Library Improvement	33901.97	2695.00	32.65	12090.88	36082.25	36082.25	36082.25		7723.33	28338.92	6555.31	6448.44	36082.25	
	Library	7248.27	655.05	7.06	9583.33	5402.83	5402.83	5402.83	75.00	5316.11	11.72	6555.31	6448.44	5402.83	
	Equipment Set-A-Side	53234.77		51.09		53285.86	53285.86	53285.86		1962.33	51323.53	6555.31	6448.44	53285.86	
	Super Mec	11617.99		11.31	1397.24	10232.06	10232.06	10232.06		5227.27	5004.79	6555.31	6448.44	10232.06	
	Airport	90644.74	692.56	86.42	2751.55	88672.17	88672.17	88672.17		53161.65	35510.52	6555.31	6448.44	88672.17	
	Revolving Loan Fund	34955.28		34.47	3.62	34993.37	34993.37	34993.37		0.00	34993.37	6555.31	6448.44	34993.37	
<b>SPECIAL REVENUE FUNDS:</b>															
	Road Use Tax	493570.35	26588.13	24523.07		493570.35	493570.35	493570.35		115635.41	380000.00	6555.31	6448.44	493570.35	
	Employee Benefits	280157.56	163098.75	268.65	29638.67	413886.29	413886.29	413886.29		84050.49	329835.80	6555.31	6448.44	413886.29	
	TIF Tax Collections	546019.86	237121.77	533.85		783675.48	783675.48	783675.48		381965.83	401709.65	6555.31	6448.44	783675.48	
	Slavka Gehret Trust	204226.94		195.85	60.95	204361.84	204361.84	204361.84		925.31	203436.53	6555.31	6448.44	204361.84	
	Police Forfeiture Acct	656.04		0.64		656.68	656.68	656.68		656.68		6555.31	6448.44	656.68	
<b>DEBT SERVICE FUNDS:</b>															
	Debt Service	198471.36	114781.74	195.44		313448.54	313448.54	313448.54		302359.77	11088.77	6555.31	6448.44	313448.54	
	TIF - Debt Payments	0.00				0.00	0.00	0.00				6555.31	6448.44	0.00	
<b>CAPITAL IMPROVEMENTS</b>															
	Revolving Loan Fund	3.62				3.62	3.62	3.62				6555.31	6448.44	3.62	
	Park Improvements	15051.62	300.00	13.25		15364.87	15364.87	15364.87		1617.89	13746.98	6555.31	6448.44	15364.87	
	Ambulance Improvements	39018.29	2575.00	37.54		41630.83	41630.83	41630.83		7046.66	34584.17	6555.31	6448.44	41630.83	
	TIF Projects	6595.18				6595.18	6595.18	6595.18		6595.18		6555.31	6448.44	6595.18	
	<b>Cametary Improvements</b>	64980.14	12.50	214.58		65207.22	65207.22	65207.22		206.47	65000.75	6555.31	6448.44	65207.22	
	Cap Imp - FACC	12061.12	13139.09	369.63		12072.68	12072.68	12072.68		26976.88	335177.54	6555.31	6448.44	12072.68	
	Capital Improvements	384077.37	6439.46			382154.42	382154.42	382154.42		-3627.00		6555.31	6448.44	382154.42	
	Youth Baseball & Softball	-4077.00				-3627.00	-3627.00	-3627.00		-3627.00		6555.31	6448.44	-3627.00	
	Low Income Housing	14221.01		13.63		14234.64	14234.64	14234.64		12.08	14234.64	6555.31	6448.44	14234.64	
	MDC Funds	13026.16	12.47	12.47		13038.63	13038.63	13038.63		7299.92	166.87	6555.31	6448.44	13038.63	
	Baty Disc Golf Course	7459.44		7.35		7466.79	7466.79	7466.79		247.34	9250.98	6555.31	6448.44	7466.79	
	Mary Maxine Redmond Trust	9989.22		9.10		9498.32	9498.32	9498.32		13793.71		6555.31	6448.44	9498.32	
	Pocket Park	13780.12		13.59		13793.71	13793.71	13793.71		13793.71		6555.31	6448.44	13793.71	
<b>PERMANENT FUNDS:</b>															
	Cemetery Perpetual Care	158800.40	12.50			158812.90	158812.90	158812.90		12.50	158800.40	6555.31	6448.44	158812.90	
	Charles S Bidwell Book Trust	84922.54	992.80	81.44		85987.89	85987.89	85987.89		1678.34	84308.55	6555.31	6448.44	85987.89	
	John Mary Baker Trust	40841.15		39.16		40880.31	40880.31	40880.31		453.34	40426.97	6555.31	6448.44	40880.31	
<b>ENTERPRISE FUNDS:</b>															
	Water Operating	458091.45	29854.91	440.84		47222.89	47222.89	47222.89		40505.50	430658.81	6555.31	6448.44	47222.89	
	Customer Deposits	87505.70	610.00			87390.70	87390.70	87390.70		5818.14	81572.56	6555.31	6448.44	87390.70	
	Water Capital Improvements	37920.53	707.00	77.99		35925.76	35925.76	35925.76		220.81	35704.95	6555.31	6448.44	35925.76	
	Sewer Operating	185689.90	44042.56	179.42		202323.85	202323.85	202323.85		26456.69	175867.16	6555.31	6448.44	202323.85	
	Sewer Capital Improvements	-72858.62	707.02	42.35		-72109.25	-72109.25	-72109.25		-72485.35	376.10	6555.31	6448.44	-72109.25	
	Sanitation	124489.88	37082.13	104.51		120359.13	120359.13	120359.13		13793.14	106565.99	6555.31	6448.44	120359.13	
	Sanitation Capital Improvements	47196.03	814.04	45.43		48055.50	48055.50	48055.50		7495.10	40560.40	6555.31	6448.44	48055.50	
	Storm Water fund	33796.32	2391.57	33.33		31840.27	31840.27	31840.27		11840.27	20000.00	6555.31	6448.44	31840.27	
	Flex Spending	-491.84	230.78			-261.08	-261.08	-261.08		-261.08		6555.31	6448.44	-261.08	
	Enterprise Flex Spending	123.35	115.38			238.73	238.73	238.73		238.73		6555.31	6448.44	238.73	
<b>INTERNAL REVENUE FUND</b>															
	Self Funded Insurance	0.00	548.50			548.50	548.50	548.50				6555.31	6448.44	548.50	
<b>TOTAL OF ALL FUNDS</b>															
		4536574.65	1181859.42	4786.72	26719.51	333323.56	26719.51	5389897.23	785.00	1333704.99	4042166.41	6792.39	6448.44	5389897.23	

Reviewed by:

City of Monticello  
Bank Reconciliation Report  
For the Month of April 2017

Bank Balance		
General Checking	\$1,399,993.42	
Property Tax & Water	\$4,042,166.41	
Soldiers Memorial Ckg	\$6,583.11	
Earl F Lehmann Trust	\$237.08	
Monticello Police Pistol	\$0.00	
Police Forfeiture Acct	\$0.00	
	<hr/>	
Total Bank Balance		\$5,448,980.02
Plus (Minus) Adjustment:		
Bank Charge/Error	\$0.00	
	<hr/>	
Total Adjustment		\$0.00
Less Outstanding Checks:		
Financial/Payroll	\$66,288.43	
Soldiers Memorial	\$27.80	
Monticello Police Pistol	\$0.00	
	<hr/>	
Total Outstanding Checks		\$66,316.23
Plus Investments:		
Time Certificates	\$6,448.44	
Petty Cash	\$785.00	
	<hr/>	
Total Investments		\$7,233.44
Treasurer's Balance		<u>\$5,389,897.23</u>

Prepared By: Sally Hinrichsen  
Sally Hinrichsen, City Clerk

Reviewed by: Doug Herman - 6/2/2017  
Doug Herman, City Administrator

**TREASURER'S REPORT**  
**CALENDAR 4/2017, FISCAL 10/2017**

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	502,430.54	458,726.05	97,087.82	.00	864,068.77
003 SOLDIER MEMORIAL FUND	12,483.33	951.87	431.45	.00	13,003.75
005 MONTICELLO BERNDDES CENT	101,026.84	13,847.36	16,584.63	.00	98,289.57
008 DARE	5,700.40	5.57	54.00	.00	5,651.97
010 INSURANCE	18,610.12	18.15	321.81	.00	18,306.46
014 MONTICELLO TREES FOREVE	37,025.83	3,251.18	.00	.00	40,277.01
015 FIRE	196,363.85	9,816.51	7,415.10	.00	198,765.26
016 AMBULANCE	71,121.97-	27,702.91	30,400.84	.00	73,819.90-
018 HOTEL/MOTEL TAX	6,777.82	6.68	221.53	.00	6,562.97
022 EARL F LEHMANN TRUST	237.08	.00	.00	.00	237.08
023 TRUST FUND/STREET BOND	250.00	.00	.00	.00	250.00
026 POLICE IMPROVEMENT	9,872.60	79.60	.00	.00	9,952.20
030 LIBRARY IMPROVEMENT	33,901.97	2,727.65	567.37	.00	36,062.25
041 LIBRARY	7,248.27	10,245.44	12,090.88	.00	5,402.83
042 SPORTS COMPLEX	.00	.00	.00	.00	.00
044 EQUIPMENT SET-A-SIDE	53,234.77	51.09	.00	.00	53,285.86
045 SUPER MAC FUND	11,617.99	11.31	1,397.24	.00	10,232.06
046 AIRPORT	90,644.74	778.98	2,751.55	.00	88,672.17
050 REVOLVING LOAN FUND	34,955.28	38.09	.00	.00	34,993.37
110 ROAD USE	493,570.35	26,588.13	24,523.07	.00	495,635.41
112 EMPLOYEE BENEFITS	280,157.56	163,367.40	29,638.67	.00	413,886.29
125 TIF -SPECIAL REVENUE	546,019.86	237,655.62	.00	.00	783,675.48
178 TRUST/SLAVKA GEHRET FUN	204,226.94	195.85	60.95	.00	204,361.84
180 POLICE FORFEITURE	656.04	.64	.00	.00	656.68
200 DEBT SERVICE	198,471.36	114,977.18	.00	.00	313,448.54
225 TIF - DEBT	.00	.00	.00	.00	.00
300 REVOLVING LOAN FUND	3.62	.00	3.62	.00	.00
313 PARK IMPROVEMENT	15,051.62	313.25	.00	.00	15,364.87
316 LIB CAPITAL IMPROVEMENT	.00	.00	.00	.00	.00
319 AMBULANCE IMPROVEMENT	39,018.29	2,612.54	.00	.00	41,630.83
325 TIF PROJECT	6,595.18	.00	.00	.00	6,595.18
326 TRUST/CEMETERY IMPROVEM	64,980.14	227.08	.00	.00	65,207.22
328 FAMILY AQUATIC CENTER C	12,061.12	11.56	.00	.00	12,072.68
332 CAPITAL IMPROVEMENT	384,077.37	13,508.72	35,431.67	.00	362,154.42
333 MYSBA CAPITAL FUND	4,077.00-	6,439.46	5,989.46	.00	3,627.00-
336 LOW INCOME HOUSING FUND	14,221.01	13.63	.00	.00	14,234.64
337 MDC FUNDS	13,026.16	12.47	.00	.00	13,038.63
338 BATY DISC GOLF COURSE	7,459.44	7.35	.00	.00	7,466.79
339 MARY MAXINE REDMOND TRU	9,989.22	9.10	500.00	.00	9,498.32
375 POCKET PARK	13,780.12	13.59	.00	.00	13,793.71
500 TRUST/CEMETERY PERPETUA	158,800.40	12.50	.00	.00	158,812.90
502 C.C. BIDWELL LIBRARY BO	84,922.54	1,074.24	8.89	.00	85,987.89
503 TRUST/IOMA MARY BAKER	40,841.15	39.16	.00	.00	40,880.31
600 WATER	458,091.45	30,295.75	17,222.89	.00	471,164.31
601 WATER BOND SINKING	.00	.00	.00	.00	.00
602 CUSTOMER DEPOSITS	87,505.70	610.00	725.00	.00	87,390.70
603 WATER IMPROVEMENT	.00	.00	.00	.00	.00
604 WATER CAPITAL IMPROVEME	37,920.53	784.99	2,779.76	.00	35,925.76
610 SEWER	185,689.90	44,221.98	27,588.03	.00	202,323.85
611 SEWER RESERVE	.00	.00	.00	.00	.00
612 SEWER SINKING	.00	.00	.00	.00	.00
613 SEWER CAPITAL IMPROVEME	72,858.62-	749.37	.00	.00	72,109.25-
614 SEWER IMPROVEMENT	.00	.00	.00	.00	.00

**TREASURER'S REPORT**  
**CALENDAR 4/2017, FISCAL 10/2017**

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
670 SANITATION	124,489.88	37,186.64	41,317.39	.00	120,359.13
671 SANITATION CAPITAL IMPR	47,196.03	859.47	.00	.00	48,055.50
740 STORM WATER	33,796.32	2,424.90	4,380.95	.00	31,840.27
820 INTERNAL REV SELF FUNDE	.00	548.50	548.50	.00	.00
950 FLEX SPENDING FUND	491.84-	230.76	.00	.00	261.08-
951 ENTERPRISE FLEX SPENDIN	123.35	115.38	.00	.00	238.73
Report Total	4,536,574.65	1,213,365.65	360,043.07	.00	5,389,897.23

 6/2/2017

**Communication Page**

**Agenda Items Description:** Resolution to approve purchase and closing on property located at 224 N. Chestnut Street, Monticello, Iowa.

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

**Attachments & Enclosures:**

Resolution
Closing Statement
Purchase Agreement

**Fiscal Impact:**

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

**Synopsis:** City Council, after closed session on 4/3/2017 authorized City Admin. to pursue purchase of Al Hughes property within certain parameters discussed in closed session. A deal has been reached, this action will finally approve the purchase and closing documents.

**Background Information:** The negotiated purchase agreement includes the following key terms:

1. Purchase price: \$10,000
2. Al to pay all delinquent taxes sold at tax sale: \$4,300 +/-<sup>1</sup>
3. City will see to the abatement of all other taxes not yet sold at tax sale.
4. Al will have salvage rights to home and contents through July 02, 2017
5. Al will have salvage rights to garage and contents through September 01, 2017
6. City to prepare all closing documents
7. Hughes will pay transfer tax. (normal seller expense)
8. Hughes will pay abstract update. (normal seller expense)

The deal is subject to final Council approval and authorization to have property/site cleaned up after the closing.

**Staff Recommendation:** I recommend that the Council approve the purchase agreement and authorize the City Administrator to proceed with closing, making payment to Al Hughes consistent with the closing statement attached hereto, and also authorizing the City Administrator to seek quotes/bid for demolition of the house shortly after July 2, 2017.

<sup>1</sup> The taxes to be paid by the City out of the \$10,000 purchase price.

# The City of Monticello, Iowa

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

RESOLUTION #17-\_\_\_

## **Resolution approving purchase of home at 224 N. Chestnut Street and authorizing City Administrator to Close R. E. Transaction**

**WHEREAS,** The City Council previously authorized the City Administrator to pursue the purchase of the fire damaged property located at 224 N. Chestnut Street in Monticello after discussing the purchase during closed session on 4/3/2017, and

**WHEREAS,** The City Administrator has negotiated the purchase of said property with the property owner and presents the final purchase agreement and closing statement to the Council for final approval, and

**WHEREAS,** The City Council finds that the terms of the purchase agreement are substantially consistent with the terms agreed to by the City Council during the closed session of 4/3/2017 and finds all other provisions including those related to the abatement of taxes and continued possessory rights past the closing date to be agreeable.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby authorize the City Administrator to accept a deed and to close on the property located at 224 N. Chestnut Street and to expend those sums set forth within the Closing Statement attached hereto.

**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 5<sup>th</sup> day of June, 2017.

---

Dena Himes, Mayor

Attest:

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Sally Hinrichsen, Monticello City Clerk

# Closing Statement

## 224 N. Chestnut Street

### Hughes to City of Monticello

Purchase Price \$10,000

**Seller's Expenses**

Tax Sale Certificates \$4,326.00

Final City Water Bill \$ 106.15

Transfer Tax \$ 15.20

Jones County Abstract \$ 300.00

Total Expenses \$4,747.35

Total Due Seller after Payment of Above Expenses \$5,252.65

City will request that County Abate all other taxes due, whether delinquent or accruing.

City will be responsible for demolition and lot clearing and maintenance expenses until lot is sold.

City will need to repair or see to repair of water shut off at curb that is known to not work.

City will be responsible for fee payable to HCH Real Estate for representing City on this purchase.

City Council Meeting  
Prep. Date: 06/02/17  
Preparer: Doug Herman



Agenda Item: 2  
Agenda Date: 06/05/2017

**Communication Page**

**Agenda Items Description:** Resolution to approve Eastern Iowa Excavating and Concrete Pay Request related to Main Street Manhole Project.

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

**Attachments & Enclosures:**

Resolution
Invoice

**Fiscal Impact:**

Budget Line Item:	Sewer Capital Improvement
Budget Summary:	n/a
Expenditure:	\$94,687.59
Revenue:	n/a

**Synopsis:** Eastern Iowa Excavating performed manhole repairs/upgrades on Main Street under the supervision of PW Director in advance of Main Street HMA project and presents invoice associated therewith.

**Background Information:** The total project cost, based upon unit pricing and quantity adjustments, came in at \$94,687.59. Many lines were under estimate but many were over. The largest overages had to do with increased quantities of HMA patching which occurred because of the significant depth of the concrete removal that was not known until the concrete removal actually occurred.

Brant has carefully reviewed the invoice and was involved with the project observation as well and finds that the invoice is accurate and should be approved.

**Staff Recommendation:** I recommend that the Council approve payment of the invoice in the amount of \$94,687.59



# The City of Monticello, Iowa

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

## RESOLUTION #17-\_\_\_\_

**Approving Eastern Iowa Excavating & Concrete Pay Request related to Main Street Manhole replacement project in the amount of \$94,687.59**

- WHEREAS,** The City of Monticello, Iowa is an incorporated City within Jones County, Iowa; and
- WHEREAS,** Eastern Iowa Excavating & Concrete, Inc. contracted with the City to replace of number of manholes on Main Street in Monticello, and
- WHEREAS,** Eastern Iowa has submitted a pay request in the amount of \$94,687.59, and
- WHEREAS,** The City P.W. Director has reviewed the invoice and also oversaw the project and finds that the invoice as presented is appropriate and representative of the work performed and materials utilized during the course of said project and recommends that the invoice be paid.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve payment of the Eastern Iowa Excavating & Concrete, Inc. pay request in the amount of \$94,687.59, related to the Main Street Manhole Replacement Project.

**IN THE TESTIMONY WHEREOF,** I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 5<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Dena Himes, Mayor

*Attest:*

\_\_\_\_\_  
Sally Hinrichsen, City Clerk

CONTRACTOR: EASTERN IOWA EXCAVATING AND CONCRETE, LLC  
 OWNER: City of Monticello  
 PROJECT: Manhole Repairs  
 JOB #: 17-617

CONTRACT PAYMENT NO.

PAYMENT #1  
 5/15/2017

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM		TOTAL COST	PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT		QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Mobilization (Includes ACC)	1	LS	\$3,550.00			1	\$3,550.00	1	\$3,550.00	100%
2	Traffic Control	1	LS	\$2,200.00			1	\$2,200.00	1	\$2,200.00	100%
3	Subbase Testing	1	LS	\$680.00			1	\$680.00	1	\$680.00	100%
4	Bypass Pumping	1	LS	\$5,050.00			1	\$5,050.00	1	\$5,050.00	100%
5	Pavement Removal	200	SY	\$32.50			259	\$8,417.50	259	\$8,417.50	130%
6	Remove and Replace Manhole	7	EA	\$5,750.00			6	\$34,500.00	6	\$34,500.00	86%
7	Lime Backfill	1200	TON	\$1.35			415.57	\$4,716.72	415.57	\$4,716.72	35%
8	Subbase for Patches	100	TON	\$14.50			261.88	\$3,797.28	261.88	\$3,797.28	262%
9	HMA Patches	100	TON	\$186.25			170.61	\$31,776.11	170.61	\$31,776.11	171%
				\$0.00			0	\$0.00	0	\$0.00	#DIV/0!
				\$0.00			0	\$0.00	0	\$0.00	#DIV/0!
				\$0.00			0	\$0.00	0	\$0.00	#DIV/0!
<b>TOTAL WORK COMPLETED</b>				\$91,925.00			\$94,687.59		\$94,687.59		

Over  
 Under  
 Under  
 Over  
 Received  
 26-7 loads  
 back.  
 can be used  
 on shoulders,  
 alleys

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION	CHANGE ORDER ITEM		TOTAL CHANGE ORDER WORK	PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE	
		QUANTITY	UNIT COST		QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
				\$0.00						
				\$0.00						
				\$0.00						
<b>TOTAL CHANGE ORDER WORK</b>				\$0.00					\$0.00	

**TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE**  
 Less: Amount Retained Per Contract 5%  
 Value of Stored Materials (See Attached List)  
 Less: Stored Materials Amount Retained Per Contract 5%  
 Net Amount Earned to Date  
 Less: Previous Amount Earned  
**BALANCE DUE THIS PAYMENT**

\$94,687.59  
 \$0.00  
 \$0.00  
 \$0.00  
 \$94,687.59  
 \$0.00  
 \$94,687.59

Man St. MH replacement 2017  
 BML

City Council Meeting  
Prep. Date: 06/02/17  
Preparer: Doug Herman



Agenda Item: 3  
Agenda Date: 06/05/2017

**Communication Page**

**Agenda Items Description:** Resolution to approve Eastern Iowa Excavating and Concrete Pay Request related to Main Street Sewer Main Repair and Relocation project in the amount of \$26,884.19

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

**Attachments & Enclosures:**

Resolution
Invoice

**Fiscal Impact:**

Budget Line Item:	Sewer Capital Improvement
Budget Summary:	n/a
Expenditure:	\$26,884.19
Revenue:	n/a

**Synopsis:** Eastern Iowa Excavating performed sewer main repair / relocation on sewer main near intersection of S. Main and E. South Street under the supervision of PW Director.

**Background Information:** The total project cost, based upon unit pricing and quantity adjustments, came in at \$26,884.19. There were some overages related to increased quantities of pavement removal and HMA patching which occurred because of the significant depth of the concrete removal that was not known until the concrete removal actually occurred.

Brant has carefully reviewed the invoice and was involved with the project observation as well and finds that the invoice is accurate and should be approved.

**Staff Recommendation:** I recommend that the Council approve payment of the invoice in the amount of \$26,884.19

# The City of Monticello, Iowa

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

## RESOLUTION #17-\_\_\_\_

**Approving Eastern Iowa Excavating & Concrete Pay Request related to Main Street Sewer Main Repair and Relocation project in the amount of \$26,884.19**

- WHEREAS,** The City of Monticello, Iowa is an incorporated City within Jones County, Iowa; and
- WHEREAS,** Eastern Iowa Excavating & Concrete, Inc. contracted with the City to repair and relocate a sewer main located near the intersection of S. Main Street and E. South Street, and
- WHEREAS,** Eastern Iowa has submitted a pay request in the amount of \$26,884.19, and
- WHEREAS,** The City P.W. Director has reviewed the invoice and also oversaw the project and finds that the invoice as presented is appropriate and representative of the work performed and materials utilized during the course of said project and recommends that the invoice be paid.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve payment of the Eastern Iowa Excavating & Concrete, Inc. pay request in the amount of \$26,884.19, related to the Main Street Sewer Main Repair and Relocation project.

**IN THE TESTIMONY WHEREOF,** I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 5<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Dena Himes, Mayor

*Attest:*

\_\_\_\_\_  
Sally Hinrichsen, City Clerk

CONTRACTOR: EASTERN IOWA EXCAVATING AND CONCRETE, LLC  
 OWNER: City of Monticello  
 PROJECT: Sewer Repair (E. South St.)  
 JOB #: 17-620

CONTRACT PAYMENT NO.

PAYMENT #1  
 4/25/2017

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM		TOTAL COST	PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT		UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	
1	Mobilization	1	LS	\$0.00							
2	Traffic Control	1	LS	\$2,700.00	\$0.00	\$0.00	1	\$2,700.00	1	\$2,700.00	0%
3	Pavement Removal	45	SY	\$32.85	\$0.00	\$0.00	81.4	\$2,673.99	81.4	\$2,673.99	100%
4	Doughouse Manhole	1	EA	\$6,650.00	\$0.00	\$0.00	1	\$6,650.00	1	\$6,650.00	181%
5	4" Sewer Service	42	LF	\$89.00	\$0.00	\$0.00	48	\$4,272.00	48	\$4,272.00	100%
6	Remove Existing Manhole	2	EA	\$1,350.00	\$0.00	\$0.00	2	\$2,700.00	2	\$2,700.00	100%
7	Full Depth Patch	45	SY	\$88.00	\$0.00	\$0.00	81.4	\$7,163.20	81.4	\$7,163.20	181%
				\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	#DIV/0!
				\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	#DIV/0!
				\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	#DIV/0!
				\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	#DIV/0!
				\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	#DIV/0!
				\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	#DIV/0!
				\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	#DIV/0!
				\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	#DIV/0!
				\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	#DIV/0!
				\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	#DIV/0!
<b>TOTAL WORK COMPLETED</b>				\$21,226.25			\$26,159.19			\$26,159.19	

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION	CHANGE ORDER ITEM		TOTAL COST	PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT		UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	
	Flowable Mortar	5	CY	\$145.00	\$0.00	\$0.00	5	\$725.00	5	\$725.00	100%
<b>TOTAL CHANGE ORDER WORK</b>				\$725.00							

**TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE**  
 Less: Amount Retained Per Contract 0%  
 Value of Stored Materials (See Attached List)  
 Less: Stored Materials Amount Retained Per Contract 5%  
 Net Amount Earned to Date  
 Less: Previous Amount Earned  
**BALANCE DUE THIS PAYMENT**

\$26,884.19  
 \$0.00  
 \$0.00  
 \$0.00  
 \$26,884.19  
**\$26,884.19**

City Council Meeting  
Prep. Date: 06/02/17  
Preparer: Doug Herman



Agenda Item: 4  
Agenda Date: 06/05/2017

### Communication Page

**Agenda Items Description:** Resolution to approve Snyder & Associates Amendment #2, Scope of Services, related to Main Street HMA Resurfacing project (a/k/a Pavement Marking Project)

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

**Attachments & Enclosures:**

Resolution
Amendment

**Fiscal Impact:**

Budget Line Item:  
Budget Summary:  
Expenditure:  
Revenue:

Main Street Project
n/a
Estimated Max. Sums
n/a

**Synopsis:** Amendment provides description of proposed services and estimated maximum expenses related to Main Street project.

**Background Information:** The City Engineer has been involved in the Main Street HMA project to this point and proposes that their agreement with the City be amended to add a scope of work related to Construction Administration, Construction Staking, and Construction Observation, all with estimated maximum out of pocket expenses.

The use of the City Engineer during the course of this project will largely be determined by the P.W. Director.

**Staff Recommendation:** I recommend that the Council approve Amendment #2 to the "Main Street Pavement Marking Project" as proposed.

# THE CITY OF MONTICELLO, IOWA

## RESOLUTION #17-\_\_\_\_

**Resolution** to approve Contract Amendment between City of Monticello and Snyder & Associates Re: 2017 Main Street H.M.A. resurfacing project, a/k/a Main Street Pavement Marking Project.

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

**WHEREAS**, The City Council has determined it appropriate to proceed with the rehabilitation of Main Street, and

**WHEREAS**, The Council previously retained the City Engineer, Snyder & Associates, to prepare plans and specifications and other related documents, and now finds that the City Engineer should be retained to oversee the construction project, and

**WHEREAS**, The City Engineer has proposed an amendment to the current agreement, authorizing Snyder to complete the Construction Services as described in the original agreement at the following estimated maximum amounts:

1. Construction Administration \$ 9,500
2. Construction Staking \$ 3,000
3. Construction Observation \$37,000

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 5<sup>th</sup> day of June, 2017, that the proposed Amendment to the "Standard Professional Services Agreement", between the City of Monticello and Snyder & Associates related to the 2017 Main Street H.M.A. resurfacing project, a/k/a Main Street Pavement Marking Project, is hereby approved.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 5<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Dena Himes, Mayor

*Attest:*

\_\_\_\_\_  
Sally Hinrichsen, City Clerk



## Amendment No. 2

This Amendment authorizes Snyder & Associates, Inc. to proceed with the following described services.

**Client:** The City of Monticello

**Attention:** Mr. Doug Herman, City Administrator

**Project Name:** Main Street Pavement Marking Project

**Project #:** 115.0339.08

**Amendment Date:** 06/05/2017

**Description of Services**

See Amendment No 2 - Exhibit "A" for description of services.

Lump Sum

Hourly in accordance with the Snyder & Associates, Inc. current standard fee schedule.

Document Attached Amendment No 2 - Exhibit "A"

The undersigned, on behalf of the Client, understands and agrees that the services described in this Amendment are subject to the general terms and conditions contained in the Original Agreement dated April 6, 2015.

\_\_\_\_\_  
Client Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Snyder & Associates, Inc. Authorized Signature

\_\_\_\_\_  
Date

Route Executed Copy to: \_\_\_\_\_



**AMENDMENT NO. 2  
EXHIBIT "A"**

**SCOPE OF ENGINEERING SERVICES  
MAIN STREET PAVEMENT MARKING PROJECT  
CITY OF MONTICELLO  
JUNE 5, 2017**

**I. GENERAL**

- A. The Engineering Services Agreement dated April 6, 2015 shall herewith be amended to address Item II. D. Construction Services and Item III. Compensation and Terms of Payment.

**II. SCOPE OF WORK**

- A. The Engineer shall provide Construction Services associated with construction of the Main Street Pavement Marking Project as described in the Engineering Services Agreement, Item II. D. Construction Services of Exhibit A and dated April 6, 2015 as awarded to Eastern Iowa Excavating and Concrete, LLC.

**III. COMPENSATION**

- A. Compensation for services for the Main Street Pavement Marking Project under this amendment shall be based on the following:
1. CONSTRUCTION ADMINISTRATION services shall be performed through the period noted in the contractor's original schedule and based on the current hourly rates and out of pocket expenses with an estimated maximum of **\$9,500**.
  2. CONSTRUCTION STAKING services shall be performed once throughout the period noted in the contractor's original schedule and based on the currently hourly rates and out of pocket expenses with an estimated maximum of **\$3,000**.
  3. CONSTRUCTION OBSERVATION services shall be performed through the period noted in the contractor's original schedule and based on the current hourly rates and out of pocket expenses with an estimated maximum of **\$37,000**.

END

City Council Meeting  
Prep. Date: 06/02/17  
Preparer: Doug Herman



Agenda Item: 5  
Agenda Date: 06/05/2017

**Communication Page**

**Agenda Items Description:** Resolution to approve purchase of chairs for Community Building.

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

**Attachments & Enclosures:**

Resolution
Chair Quote

**Fiscal Impact:**

Budget Line Item:	Admin. Equip./Fixtures
Budget Summary:	n/a
Expenditure:	n/a
Revenue:	n/a

**Synopsis:** Resolution authorizes the purchase of 200 to 300 chairs for the upstairs of the Community Building.

**Background Information:** The Community Building has approximately 60 usable chairs upstairs and they are all older and many not in great shape. Welter has provided a quote of \$21 per chair. 200 Chairs would total \$4,200 and 300 would total \$6,300. (\$100 delivery)

Chair racks could be purchased at a rate of \$250/each with each rack holding about 70 chairs. Maybe we look at four racks and 250 chairs. That way the Chairs will clearly fit on the racks and we will fall right in the middle of the 200 to 300 range.

**Staff Recommendation:** I recommend that the Council approve the purchase of chairs and racks from Welter Storage as deemed appropriate for use in the Community Building.

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

**RESOLUTION 17-60**

**Resolution** to approve the purchase of \_\_\_ folding chairs and \_\_\_ chair racks from Welter Storage and Equipment Co., Inc.

**WHEREAS**, The City Council has determined that a need exists to provide chairs in the upstairs area of the Community Building which is used for public events from time to time and is rented for private use at other times, and

**WHEREAS**, The Council finds that the quote received from Welter Storage Equipment Co., Inc. at \$21.00 per chair, with each chair having a 300# capacity, is a favorable quote for a quality chair, and that the City should move forward with the purchase of \_\_\_ chairs and \_\_\_ racks, at the rate of \$250 per rack to accommodate the storage of said chairs.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Monticello does hereby approve of the hiring of \_\_\_ chairs and \_\_\_ chair racks consistent with the body of this resolution from Welter Storage and Equipment Co., Inc.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed this 5<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Mayor Dena Himes

*Attest:*

\_\_\_\_\_  
Sally Hinrichsen, City Clerk

**Welter Storage Equipment Co., Inc.**  
**1052 S Main St**  
**Monticello, IA 52310**  
**Ph 319-465-4061, FAX 319-465-4416**  
**Email [bruce@welterstorage.com](mailto:bruce@welterstorage.com)**

## Quote

**Date:** 6/1/2017  
**To:** City of Monticello  
\_\_\_\_\_  
\_\_\_\_\_

**Attn:** Doug Herman  
**Ph.#** \_\_\_\_\_  
**Cell #** \_\_\_\_\_  
**Fax#** \_\_\_\_\_

**FROM:**  
**Bruce Menster**

Qty.	Item Description	Price Each	Total Cost
200	New plastic folding chairs black	\$21.00	\$4,200.00
300	New plastic folding chairs black	\$21.00	\$6,300.00
	This is picked up at Monticello price.		
	Delivered in the box for		\$100.00
		<b>SUBTOTAL:</b>	
		TAX:	N/A
		DELIVERY:	
	(Terms to be agreed upon prior to delivery)	<b>TOTAL:</b>	



City Council Meeting  
 Prep. Date: 06/01/17  
 Preparer: Doug Herman



Agenda Item: 6  
 Agenda Date: 06/05/2017

**Communication Page**

**Agenda Items Description:** Resolution to award the 2017 Tee Hangar project to Schaus – Vorhies Contracting, Inc., contingent upon FAA funding approval.

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

**Attachments & Enclosures:**

Resolution
Snyder letter of recommendation

**Fiscal Impact:**

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

**Synopsis:** City opened bids related to Hangar Project, with numbers for an 8-T Hangar, a 10-T Hangar, and a bid alternate for additional concrete.

**Background Information:** The proposed Resolution awards the project to the lowest responsive/responsible bidder Schaus – Vorhies, subject to FAA funding approval.

The Engineer’s Recommendation, the Airport Board Recommendation, and my recommendation is to proceed with the Ten-T Hangar. (Bid Option 2) The bids were as follows:

	<u>Ten-T</u>	<u>Eight-T</u>
1. Schaus Vorhies	\$656,736.80	\$573,642.05
2. Tricon	\$709,000.00	\$622,000.00
3. Ricklefs Excavating	\$706,726.00	\$625,470.00

The plans included a provision, subject to Council waiver in my opinion that required the General Contractor to “perform, with his organization, an amount of work equal to at least 50 percent of the total contract cost.” As noted in the Snyder letter, the low bidder plans to sub out approximately 60% of the work and, therefore, the Council will need to waive the 50% provision if the Council wishes to move forward with the low bidder in this case. It is my understanding that many of the subcontractors to be utilized by Schaus Vorhies are local bidders. (Monk Construction, B & J Excavating, Accent, etc.) The reason the bid spec. has the 50% condition is to ensure that the low bidder has some connection and/or ownership/investment in the project and is not merely a project manager. With the numerous local subcontractors involved in the low bid I don’t believe the Council should be concerned with the fact that the General’s investment comes in at 40% as opposed to 50% plus. I have had phone calls with a sub for Ricklefs and another representative of Ricklefs, concerned with the fact that the City may award the project to the low bidder if the low bidder does not meet the 50% threshold. I,

personally, don't see where there is a competitive advantage or disadvantage to any of the bidders, whether they are meeting the 50% rule or not, it comes down to a determination by the General and the Subs as to the profit margin they want to make. I will look this over a bit more before Monday, but at this point the Engineer has recommended that the project be awarded to the low bidder and I concur in that recommendation.

**Staff Recommendation:** I recommend that the Council award the 2017 Tee Hangar project to Schaus - Vorhies Contracting, Inc., the lowest responsive, responsible bidder contingent upon FAA funding approval.

# The City of Monticello, Iowa

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

## RESOLUTION #17-\_\_

Resolution Accepting bids related to 2017 Tee Hangar Project and awarding project to Schaus-Vorhies Contracting, contingent upon FAA Funding Approval

**WHEREAS,** The City of Monticello sought bids for the construction of a T Hangar at the Monticello Airport, and

**WHEREAS,** Three bids were received, as follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>Base Bid Plus Alternate</u>
1. Schaus Vorhies	\$656,736.80	\$573,642.05
2. Tricon	\$709,000.00	\$622,000.00
3. Ricklefs Excavating	\$706,726.00	\$625,470.00

- and -

**WHEREAS,** A bid alternate was also received for additional concrete work, and

**WHEREAS,** The Council finds, in consideration of the recommendations of the Airport Board and the City Engineer, that the project should be awarded to Schaus Vorhies, the low bidder, and that the City should proceed with the Ten-T Hangar project, as opposed to the Eight-T Hangar project, and

**WHEREAS,** The Council also finds that the FAA must approve funding for this project after a review of the bids, and finds, therefore, that this award is contingent upon FAA approval, and

**WHEREAS,** The Council acknowledges that it has been made aware of the fact that the General Contractor, Schaus Vorhies, will involve a number of independent contractors and due to that fact, it's company and/or workers will only perform or invest in approximately 40% of the total contract cost, and the Council finds, by the approval of this Resolution, that the requirement in the specification that the Contractor perform 50% or greater of the contract cost should, under these circumstances be waived and that the waiver of same is appropriate so long as approved by the owner, City, and the surety, and



**WHEREAS,** If the surety and/or the FAA does not concur with the City, the contract will not be approved, as the surety must approve of the waiver and the FAA must also authorize funding

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby accepting the bids related to the 2017 Tee Hangar Project, chooses to proceed with the Ten-T Hangar project, and awards the project to Schaus-Vorhies Contracting, contingent upon the approval of their surety and on FAA Funding Approval.

**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 5<sup>th</sup> Day of June, 2017.

\_\_\_\_\_  
Dena Himes, Mayor

Attest:

\_\_\_\_\_  
Sally Hinrichsen, Monticello City Clerk



June 2, 2017

Mr. Doug Herman, City Administrator  
City of Monticello  
200 East 1<sup>st</sup> Street  
Monticello, IA 52310

RE: 2017 TEE HANGAR - MONTICELLO REGIONAL AIRPORT  
FAA PROJECT NO. 3-19-0061-008-2017  
RECOMMENDATION FOR AWARD

Mr. Herman and City Council:

On Wednesday, May 31<sup>st</sup>, the City received three bids for the **2017 Tee Hangar** project, which were opened and read aloud publicly. We reviewed the unit price extensions on all bids and found a few minor errors that did not significantly impact the bid price. The corrected bid tabulation is attached. The engineer's opinion of probable cost for the project was Bid Option 1 (8 Unit) \$624,276.00 and Bid Option 2 (10 Unit) \$749,506.00. The low bidder was Schaus-Vorhies Contracting, Inc. of Fairfield, with a bid of **\$573,642.05 for Bid Option 1 and \$656,736.80 for Bid Option 2.**

We have received some questions surrounding the specification provision stating that "the contractor shall perform, with his organization, an amount of work equal to at least 50 percent of the total contract cost." It is our understanding that the Schaus-Vorhies Contracting, Inc intends to provide approximately 40 percent of the work value, and thereby, as stated in the specifications, **will require Owner approval** for allowing such deviation.

We, hereby, recommend that the City select **only Bid Option 2 (10 Unit)** and award the **2017 Tee Hangar** project to **Schaus-Vorhies Contracting, Inc. contingent on FAA funding approval** in the amount of:

**Six Hundred Fifty-Six Thousand Seven Hundred Thirty-Six Dollars & Eighty Cents...(\$656,736.80)**

We will have representation at the Council meeting on June 3<sup>rd</sup> to answer any questions you may have with regard to this project.

Sincerely,  
SNYDER & ASSOCIATES

Lindsay Beaman, P.E.

Encl. Bid Tab and Divisional Costs

Cc: Doug Herman, City Administrator  
Sally Hinrichsen, City Clerk/Treasurer  
Derrick Altena, Schaus-Vorhies Contracting, Inc.

2017 TEE HANGAR  
FINAL BID TAB  
SNYDER & ASSOCIATES PROJECT # - 117.0240.08  
MONTICELLO REGIONAL AIRPORT (MXO) - CITY OF MONTICELLO  
05/31/2017

BID OPTION 1 - EIGHT UNIT TEE HANGAR				Engineer's Estimate		Schaus-Vorhies Contracting		Tricon General Construction, Inc.		Ricklefs Excavating, Ltd.		Bid Average	
Bid Item #	Description	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1.1	Safety Plan, Traffic Control, and Mobilization	LS	1	\$25,000.00	\$ 25,000.00	\$ 96,822.35	\$ 96,822.35	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00	\$ 52,274.12	\$ 52,274.12
2.1	Unclassified Excavation	CY	665	\$10.00	\$ 6,650.00	\$ 9.32	\$ 6,197.80	\$ 15.00	\$ 9,975.00	\$ 10.00	\$ 6,650.00	\$ 11.44	\$ 7,607.60
3.1	Subbase Course	SY	1,990	\$6.00	\$ 11,940.00	\$ 6.44	\$ 12,815.60	\$ 12.00	\$ 23,880.00	\$ 18.00	\$ 35,820.00	\$ 12.15	\$ 24,171.87
4.1	Installation and Removal of Silt Fence	LF	1,020	\$4.00	\$ 4,080.00	\$ 4.26	\$ 4,345.20	\$ 5.00	\$ 5,100.00	\$ 3.00	\$ 3,060.00	\$ 4.09	\$ 4,168.40
5.1	Portland Cement Concrete	SY	595	\$45.00	\$ 26,775.00	\$ 51.07	\$ 30,386.65	\$ 51.00	\$ 30,345.00	\$ 40.00	\$ 23,800.00	\$ 47.36	\$ 28,177.22
6.1	Seeding	ACRE	1	\$2,000.00	\$ 1,780.00	\$ 3,940.50	\$ 3,507.05	\$ 2,500.00	\$ 2,225.00	\$ 2,000.00	\$ 1,780.00	\$ 2,813.50	\$ 2,504.02
7.1	Topsolling	CY	720	\$7.00	\$ 5,040.00	\$ 6.39	\$ 4,600.80	\$ 10.00	\$ 7,200.00	\$ 14.00	\$ 10,080.00	\$ 10.13	\$ 7,293.60
8.1	Mulching	ACRE	1	\$1,500.00	\$ 1,335.00	\$ 3,301.50	\$ 2,938.34	\$ 2,000.00	\$ 1,780.00	\$ 2,000.00	\$ 1,780.00	\$ 2,433.83	\$ 2,166.11
9.1	Construction Survey	LS	1	\$4,000.00	\$ 4,000.00	\$ 3,727.50	\$ 3,727.50	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,409.17	\$ 2,409.17
10.1	Electrical Service Extension	LS	1	\$1,500.00	\$ 1,500.00	\$ 7,455.00	\$ 7,455.00	\$ 7,000.00	\$ 7,000.00	\$ 51,000.00	\$ 51,000.00	\$ 21,818.33	\$ 21,818.33
11.1	Eight-Unit Nested Tee Hangar, Complete, 58' x 216'	LS	1	\$538,178.00	\$ 538,178.00	\$ 400,845.77	\$ 400,845.77	\$ 512,495.00	\$ 512,495.00	\$ 450,000.00	\$ 450,000.00	\$ 454,446.92	\$ 454,446.92
<b>TOTAL</b>					<b>\$624,276.00</b>		<b>\$573,642.05</b>		<b>\$622,000.00</b>		<b>\$625,470.00</b>		<b>\$607,037.35</b>
BID OPTION 2 - TEN UNIT TEE HANGAR				Engineer's Estimate		Schaus-Vorhies Contracting		Tricon General Construction, Inc.		Ricklefs Excavating, Ltd.		Bid Average	
Bid Item #	Description	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1.2	Safety Plan, Traffic Control, and Mobilization	LS	1	\$25,000.00	\$ 25,000.00	\$ 97,503.95	\$ 97,503.95	\$ 20,000.00	\$ 20,000.00	\$ 65,000.00	\$ 65,000.00	\$ 60,834.65	\$ 60,834.65
2.2	Unclassified Excavation	CY	805	\$10.00	\$ 8,050.00	\$ 9.32	\$ 7,502.60	\$ 15.00	\$ 12,075.00	\$ 10.00	\$ 8,050.00	\$ 11.44	\$ 9,209.20
3.2	Subbase Course	SY	2,412	\$6.00	\$ 14,472.00	\$ 6.44	\$ 15,533.28	\$ 12.00	\$ 28,944.00	\$ 18.00	\$ 43,416.00	\$ 12.15	\$ 29,297.76
4.2	Installation and Removal of Silt Fence	LF	1,020	\$4.00	\$ 4,080.00	\$ 4.26	\$ 4,345.20	\$ 5.00	\$ 5,100.00	\$ 3.00	\$ 3,060.00	\$ 4.09	\$ 4,168.40
5.2	Portland Cement Concrete	SY	710	\$45.00	\$ 31,950.00	\$ 51.89	\$ 36,841.90	\$ 51.00	\$ 36,210.00	\$ 40.00	\$ 28,400.00	\$ 47.63	\$ 33,817.30
6.2	Seeding	ACRE	1	\$2,000.00	\$ 1,600.00	\$ 3,940.50	\$ 3,152.40	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 2,813.50	\$ 2,250.80
7.2	Topsolling	CY	650	\$7.00	\$ 4,550.00	\$ 6.39	\$ 4,153.50	\$ 10.00	\$ 6,500.00	\$ 14.00	\$ 9,100.00	\$ 10.13	\$ 6,584.50
8.2	Mulching	ACRE	1	\$1,500.00	\$ 1,200.00	\$ 3,301.50	\$ 2,641.20	\$ 2,000.00	\$ 1,600.00	\$ 2,000.00	\$ 1,600.00	\$ 2,433.83	\$ 1,947.07
9.2	Construction Survey	LS	1	\$4,000.00	\$ 4,000.00	\$ 3,727.50	\$ 3,727.50	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,409.17	\$ 2,409.17
10.2	Electrical Service Extension	LS	1	\$1,500.00	\$ 1,500.00	\$ 7,455.00	\$ 7,455.00	\$ 7,000.00	\$ 7,000.00	\$ 50,000.00	\$ 50,000.00	\$ 21,485.00	\$ 21,485.00
11.2	Ten-Unit Nested Tee Hangar, Complete, 58' x 264'	LS	1	\$653,104.00	\$ 653,104.00	\$ 473,880.27	\$ 473,880.27	\$ 587,571.00	\$ 587,571.00	\$ 495,000.00	\$ 495,000.00	\$ 518,817.09	\$ 518,817.09
<b>TOTAL</b>					<b>\$749,506.00</b>		<b>\$656,736.80</b>		<b>\$709,000.00</b>		<b>\$706,726.00</b>		<b>\$680,820.93</b>
BID ALTERNATE A				Engineer's Estimate		Schaus-Vorhies Contracting		Tricon General Construction, Inc.		Ricklefs Excavating, Ltd.		Bid Average	
Bid Item #	Description	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
5A	Portland Cement Concrete	SY	195	\$45.00	\$ 8,775.00	\$ 53.94	\$ 10,518.30	\$ 71.00	\$ 13,845.00	\$ 40.00	\$ 7,800.00	\$ 54.88	\$ 10,721.10
<b>TOTAL</b>					<b>\$8,775.00</b>		<b>\$10,518.30</b>		<b>\$13,845.00</b>		<b>\$7,800.00</b>		<b>\$10,721.10</b>

## Section 80 Execution and Progress

**80-01 Subletting of contract.** The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

The Contractor shall provide copies of all subcontracts to the Engineer. **The Contractor shall perform, with his organization, an amount of work equal to at least 50 percent of the total contract cost.**

Should the Contractor elect to assign his or her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

**80-02 Notice to proceed.** The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin. The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

**80-03 Execution and progress.** Unless otherwise specified, the Contractor shall submit their progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

**80-04 Limitation of operations.** The Contractor shall control his or her operations and the operations of his or her subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct his or her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection 70-08 titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; immediately obey all

<b>City Council Meeting</b> Prep. Date: 06/01/17 Preparer: Doug Herman		Agenda Item: <b>7</b> Agenda Date: 06/05/2017
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**Communication Page**

**Agenda Items Description:** Resolution to consider Sewer Usage Credits.

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

**Attachments & Enclosures:**

Applications for Credits
Resolution to be prepared at Council Direction

**Fiscal Impact:**

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

**Synopsis:** Three requests have been received for sewer fee credits. Two are related and associated with Steve Intlekofer duplex (Zoned R-1) other related to Ron Buscher)

**Background Information:** The requested credits associated with Steve Intlekofer property are associated with the Duplex (zoned R-1) on South Maple Street and the fact that one of them had a stool running for a great number of days with the water that ran through the basement meter running through the second meter as well. All water ran through the meters, through the stool, and into the sewer. Since this issue Steve Intlekofer has had a plumber in to re-do the plumbing so that the water running through meter one does not also run through meter two.

Ron Buscher indicates that he had a water line fail under a garage floor and that he has since replaced it. I will have a PW employee visit him on Monday to look at the issue and let me know more specifics. It sounds at this point as if the water did not flow through the sewer system. I will look into more fully by Monday and also determine the potential credit. (Policy requires a credit of at least \$100, and I am not sure he is there.)

**Staff Recommendation:** I recommend that the Council consider the requests and approve those deemed appropriate.

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

Name: Yndia Hollins

Address: 525 S. Maple St.

Account No. \_\_\_\_\_

Contact Person: Same Phone No. 708-830-1148

Description of Leak: Toilet Valve Stuck open

Repairs Made: Replaced Valve

Date: 5-15-17

Plumber: AI HAAS / TAD Investments

CUSTOMER REQUEST

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

X Customer Signature: Yndia Hollins Date: 5/15/17

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CITY AUTHORIZATION

Reviewed and Accepted – Credit Authorization for \$ \_\_\_\_\_

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

Plumber's Verification  
To  
City of Monticello, Iowa

Plumber: Tad Investments % Al Haas

Address: Dyersville

Phone: 319-480-1347

Customer Name: Yndia Hollins

Customer Address: 525 S. Maple St.

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

Toilet valve stuck open. Replaced  
valve

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

A copy of my invoice is attached.

Plumber's Signature: Al Haas Tad Investments

Print Name: AL HAAS

Date: 5-15-17

# TAD Investment

P.O. Box 156

Dyersville, Iowa 52040

BILL TO: Steve Littelsofer  
ATTN: 525 South Maple St  
Monticello, Iowa 52310

Contact Person: Alvin Haas	Telephone Number: 563.875.8300
Invoice Date: 27 April 17	Fax: 563.875.7115

**Services:**

Facility: Labor + materials to re-pipe and water meter.

Amount: 216.45

S.J. I. Construction  
529 W 1st St  
Monticello, IA 52310

11888

5-1-17 20

72-2119/739

PAY TO THE ORDER OF

TAD Investment

\$ 216.45

Steve Littelsofer 4/5/17

Citizens State Bank

DOLLARS



Monticello, IA 523

FOR 525 S. Maple - repair

⑈011888⑈ ⑆073921190⑆ 171 546⑈

thirty days following invoicing. We repeat this procedure for each thirty-day billing cycle for any outstanding balances. Upon receipt of a payment, we apply the payment first to the accumulated finance charges, then the remainder of the payment is applied to the outstanding balance. On the 59th calendar day following any substantial work, we automatically file a lien on the property. We have followed this billing policy and have taken this legal action in the past. We appreciate your assistance in paying this invoice.

Thank you, TAD Investment



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

Name: Heather Freiburger  
Address: 525 1/2 S. Maple St.  
Account No. 505020005  
Contact Person: SAM E Phone No. 319-431-7066

Description of Leak: Meter incorrectly installed in series with other tenant. This tenant overpaid 7 years less plus upstairs.

Repairs Made: Took Meter out of service, gave it its own line Date: 5-15-17

Plumber: Willis Tap Foverdick

CUSTOMER REQUEST

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

Customer Signature: x Heather Freiburger Date: 5-16-17

Customer Signature: x Date: \_\_\_\_\_

CITY AUTHORIZATION

**Reviewed and Accepted – Credit Authorization for \$ \_\_\_\_\_**

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

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
City Administrator Date

Plumber's Verification  
To  
City of Monticello, Iowa

Plumber: TAD Investments 96 AL HAAS

Address: Gyrumille

Phone: 319 480 1347

Customer Name: Heather Friaburg

Customer Address: 525 S. MAPLE

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

Two meters were placed in a line and  
should not have been installed this way  
The meters were T'd at entrance  
so each person has four account of water used

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

A copy of my invoice is attached.

Plumber's Signature: [Signature]

Print Name: AT HAAS

Date: 5-15-17

# TAD Investment

P.O. Box 156

Dyersville, Iowa 52040

BILL TO: Steve Littlelsofer  
ATTN: 525 South Maple St  
Monticello, Iowa 52310

Contact Person: Alvin Haas	Telephone Number: 563.875.8300
Invoice Date: 27 April 17	Fax: 563.875.7115

**Services:**

Facility: Labor & materials to re-pipe and water meter.

Amount: 216.45

S.J. I. Construction  
529 W 1st St  
Monticello, IA 52310

11888  
5-1-17 20  
72-2119/739

PAY TO THE ORDER OF TAD Investment \$ 216.45

Steve Littlelsofer 45/100  
Citizens State Bank  
Monticello, IA 523

FOR 525 S. Maple St - Repair

MP

⑈011888⑈ ⑆073921190⑆ 171 546⑈

thirty days following invoicing. We repeat this procedure for each thirty-day billing cycle for any outstanding balances. Upon receipt of a payment, we apply the payment first to the accumulated finance charges, then the remainder of the payment is applied to the outstanding balance. On the 59th calendar day following any substantial work, we automatically file a lien on the property. We have followed this billing policy and have taken this legal action in the past. We appreciate your assistance in paying this invoice.

Thank you, TAD Investment

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

Name: Ron Buscher

Address: 925 Southaven dr.

Account No. \_\_\_\_\_

Contact Person: Ron Phone No. 465-5875

Description of Leak: Leak under Garage Floor  
@ bottom of hydrant in Garage

Repairs Made: unhook underfloor water line  
and run it overhead Date: 5-12-2017

Plumber: myself.

CUSTOMER REQUEST

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

Customer Signature: Ron Buscher Date: 5-22-2017

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CITY AUTHORIZATION

Reviewed and Accepted – Credit Authorization for \$ \_\_\_\_\_

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

City Council Meeting  
Prep. Date: 06/02/17  
Preparer: Doug Herman



Agenda Item: 8  
Agenda Date: 06/05/2017

### Communication Page

**Agenda Items Description:** Resolution to proceed with Crack Sealing and/or Pavement Sealing on Hardscrabble Road.

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

**Attachments & Enclosures:**

Resolution
Gee Bid received by County
E-mails with County
Klulesner Crack Sealing Bid

**Fiscal Impact:**

Budget Line Item:	Streets
Budget Summary:	n/a
Expenditure:	\$1,600 to \$8,500
Revenue:	n/a

**Synopsis:** County proposes that City participate in Crack Sealing and the application of a sealer binder on Hardscrabble Road.

**Background Information:** Jones County Engineer's office reached out to me in March asking if the City would be interested in participating in crack sealing and the application of a sealer binder coating on Hardscrabble Road. The cost estimate set forth in the e-mail dated March 8<sup>th</sup> was \$4,500, with the actual cost to be determined at time of construction.

Brant and I discussed the project and I investigated the merits of the proposed Binder / Sealer. My investigation of the benefits of a binder / sealer on relatively new asphalt were mixed. With that said, at the price tag of \$4,500 Brant and I both agreed that we should participate. Thereafter, on or about May 26<sup>th</sup> I learned by E-mail that the City share of the projected expenses had been increased to \$8,307.00. Based upon the significant increase in price I advised the County Engineer's office that I wanted to run this past the City Council.

The County Engineer plans to crack seal and apply a binder/sealer to Hardscrabble and to Bus. 151 north of the Maquoketa River bridge and has included 25% of the overall traffic control and mobilization charges to the City, causing some of the uptick in costs, but more of the uptick in proposed costs has come from measurements taken by part of the County Engineer's office.

In the meantime Brant obtained an estimate to crack seal the City portion of the roadway from Klulesner Construction. Their cost estimate came in at \$1,638.00. (Which includes the County 1/2 of the Centerline.) Crack Sealing is, in my opinion, the most important piece of preserving roadways and we may be better off utilizing \$8,307 to crack seal more roads than to crack seal and apply a sealer/binder on this stretch of asphalt alone. Klulesner will be in town crack sealing this summer so there will be no additional mobilization or flagging charges if we go that route.

**Staff Recommendation:** I recommend that the Council consider the options (Crack Seal and Sealer Binder or just Crack Seal) and give direction as deemed appropriate. (The proposed Resolution relates to a shared project with the County. If the Council does not wish to go that direction there will not be a resolution to approve, Brant will merely build Crack Sealing into our overall crack sealing plan and present that to the Council at a later date.)

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

**RESOLUTION 17-\_\_**

**Resolution** to approve Crack Sealing and Sealer / Binder application to Hardscrabble Road as joint project with Jones County.

**WHEREAS**, The City Council has determined it appropriate to partner with Jones County on a crack sealing and sealer/binder application project on Hardscrabble Road, and

**WHEREAS**, The County has advised the City that the City share of the project costs, including a share of the mobilization and flagging fees, will total approximately \$8,500.00, up from the original cost estimate of \$4,500, and

**WHEREAS**, The City Council finds that crack sealing and the application of a sealer/binder to Hardscrabble Road is in the best interests of the City.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby direct the City Administrator to work with the Jones County Engineer's Office on a joint project related to the application of crack sealer and a sealer/binder to Hardscrabble Road at the current estimated cost of \$8,500, with actual costs to be determined by the County at the conclusion of the project.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed this 5<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Mayor Dena Himes

*Attest:*

\_\_\_\_\_  
Sally Hinrichsen, City Clerk



**Asphalt Preservation Specialists**

4715 Sixth Street SW  
Cedar Rapids, Iowa 52404

Phone: 319/366-8567 or  
Toll Free: 800/747-8567  
Fax: 319/366-5592  
[klein@geeasphalt.com](mailto:klein@geeasphalt.com)  
[www.geeasphalt.com](http://www.geeasphalt.com)

**Asset Preservation Proposal**

<b>TO:</b>	<b>Mr. Derek Snead &amp; Todd Postel</b>
<b>Company:</b>	<b>Jones County Engineer</b>
<b>Address:</b>	<b>19501 Hwy 64</b>
	<b>Anamosa, IA 52205</b>
<b>Email:</b>	<b>engineer@co.jones.ia.us</b>

<b>Proposal #:</b>	<b>16424</b>
<b>Date:</b>	<b>October 19, 2016</b>
<b>Job Name/Location:</b>	<b>Hardscrabble Road &amp; Business 151</b>
<b>Area:</b>	<b>Monticello, IA</b>
<b>Customer Phone No.:</b>	<b>(319) 462-3785</b>
<b>Customer Fax No.:</b>	
<b>Customer Cell Phone No.:</b>	

<b>P.O. #</b>	<b>Sales Rep.</b>	<b>Terms</b>	<b>Proposed Completion Date</b>
	<b>Jon Klein</b>	Net 30 Days After Completion of Work. 1-1/2% Interest Will Be Applied Per Month on Unpaid Balance.	<b>2017</b>

Item	Description	Estimated Quantity	Unit Price	Total
1	<b>Crack Sealing:</b> Rout where necessary, blow out and seal with D.O.T. approved hot applied rubberized crack and joint sealants in primary random cracks in asphalt pavement measuring 3/8" to 1-1/2" in width using flush pour or over-band method wherever possible. Previously sealed cracks will be overpoured (not routed), and struck flush with a squeegee. Quantity at right is estimate only. <i>Labor warranty for crack sealing one year.</i>	25,375 lf	\$ 0.87	\$22,076.00
2	<b>GSB-88 Sealer Binder:</b> Material installed shall be GSB as manufactured by Asphalt Systems, Inc. of Salt Lake City, Utah. GSB is a penetrating, sealing/binding and rejuvenating product designed to last four to five years under most circumstances. (GSB will typically protect pavement twice as long as coal tar emulsion) GSB shall be installed according to the manufacturer's specifications on quantity of asphalt estimated at right. <i>Labor Warranty for GSB two years.</i>	40,740 sy	\$ 1.38	\$56,221.00
3	<b>Traffic Control:</b> Includes pilot car, flaggers, paddle signs and applicable signage. This is estimate is based on 1 days work. Each additional day will cost \$1,650.			\$1,550.00
4	<b>Mobilization &amp; Prep:</b> Logistics for crew, equipment and materials. Includes pavement prep, cleanup and applicable dump fees.	\$ -	4.00%	\$3,150.00
5	Prices do not include state or local permits, licenses, fees, or taxes which may apply to the work described.			
<b>Proposal valid for 30 days.</b> Prepared by: <b>Jon Klein</b>			<b>Proposal Total</b>	<b>\$82,997.00</b>

This is a quotation on the goods named, subject to the conditions noted below:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

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

**To accept this proposal authorize below and return:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature & Title

Return one signed copy to Gee Asphalt Systems, Inc. to accept proposal. Customer to retain one copy for their records.





Asphalt Preservation Specialists

4715 Sixth Street SW  
Cedar Rapids, Iowa 52404

Phone: 319/366-8567 or  
Toll Free: 800/747-8567  
Fax: 319/366-5592  
jklein@geeasphalt.com  
www.geeasphalt.com

**Asset Preservation Proposal**

Page 2 of 2

<b>TO:</b>	Mr. Derek Snead & Todd Postel
<b>Company</b>	Jones County Engineer
<b>Address</b>	19501 Hwy 64
	Anamosa, IA 52205
<b>Email</b>	engineer@co.jones.ia.us

<b>Proposal #:</b>	16424
<b>Date:</b>	October 19, 2016
<b>Job Name/Location:</b>	Hardscrabble Road & Business 151
<b>Area:</b>	Monticello, IA
<b>Customer Phone No.:</b>	(319) 462-3785
<b>Customer Fax No.:</b>	-
<b>Customer Cell Phone No.:</b>	-

<b>P.O. #</b>	<b>Sales Rep.</b>	<b>Terms</b>	<b>Proposed Completion Date</b>
0	Jon Klein	Net 30 Days After Completion of Work. 1-1/2% Interest Will Be Applied Per Month on Unpaid Balance.	2017

Item	Individually Chosen Items	Estimated Quantity	Unit Price	Total
1	Crack Sealing - Approximately:	10,875 lf	\$0.87	\$9,461.00
	Hardscrabble Rd GSB-88 Sealer / Binder Application Per Specifications	20,656 sy	\$1.38	\$28,505.00
	Begin: 11th Traffic Markings	0 lf	\$0.19	\$0.00
	End: Timber Rd <i>Sub Total</i>			\$37,967.00
2	Crack Sealing - Approximately:	14,500 lf	\$0.87	\$12,615.00
	Bus. Hwy 151 GSB-88 Sealer / Binder Application Per Specifications	20,084 sy	\$1.38	\$27,716.00
	Begin: Mqta. Brdg. Traffic Markings	0 lf	\$0.19	\$0.00
	End: PCC by Quarry <i>Sub Total</i>			\$40,331.00
3	Crack Sealing - Approximately:	0 lf	\$0.95	\$0.00
	GSB-88 Sealer / Binder Application Per Specifications	0 sy	\$1.50	\$0.00
	Traffic Markings	0 lf	\$0.19	\$0.00
	<i>Sub Total</i>			\$0.00
4	Crack Sealing - Approximately:	0 lf	\$0.95	\$0.00
	GSB-88 Sealer / Binder Application Per Specifications	0 sy	\$1.50	\$0.00
	Traffic Markings	0 lf	\$0.19	\$0.00
	<i>Sub Total</i>			\$0.00
<b>Page 2 Sub Total</b>				<b>\$78,297.00</b>

Proposal valid for 30 days.  
Prepared by: Jon Klein

This is a quotation on the goods named, subject to the conditions noted below:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

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

**To accept this proposal authorize below and return:**

Date: \_\_\_\_\_

Authorized Signature & Title \_\_\_\_\_

Return one signed copy to Gee Asphalt Systems, Inc. to accept proposal. Customer to retain one copy for their records.

Not including  
Traffic Control  
&  
Motorization

**Doug Herman**

**From:** Todd Postel, Assistant to Engineer <todd-postel@co.jones.ia.us>  
**Sent:** Wednesday, March 08, 2017 3:24 PM  
**To:** Doug Herman  
**Cc:** Derek Snead, Jones County Engineer  
**Subject:** 2017 pavement markings  
**Attachments:** Monticello Paint FY18.pdf; GSB Quote 2017.pdf; Notice to Bidders M-0118.pdf; Monticello Paint FY18.pdf

Doug,

*See Next Page*

It's that time of year again and I'm putting together our annual pavement marking contract. Here is our proposed pavement marking locations for 2017. Our estimated gallon usage for Monticello should be around 178 gallons.

With an estimated cost of \$15.50/Gal, your share would be around \$3k with the 10% admin fee figured in. The actual cost will be based on the contract cost per gallon and the number of actual gallons used.

Below is the worksheet and attached are the letting documents. If you see anything you would like to change let us know. We are targeting a March 31, 2017 letting, so I plan on sending out bid packages next Tuesday after our board meeting.

MILEAGE :

No.	Description	Tot. Miles	Gun	Yellow Broken		
				Need	Miles	Gal.
6	Monticello W. 1st., Cedar St. to Corp line	1.006	2	0.214	0.855	3.3
7	Monticello S. Cedar St., Bus. Hwy 151 to 1st St.	0.719	2	0.149	0.594	2.3
8	Monticello Business 151, E-16 to Oak St.	0.548	2	0.273	0.545	4.2
9	Monticello Business 151, First St. to river bridge	0.428	2	0.048	0.193	0.7
9a	*Broken White lane lines	0.180	2	0.000		0.0
10	Monticello 190th Street, X-44 to gravel	0.294	2	0.000	0.000	0.0
11	Monticello Bus. 151, X-44 Corp Limits to N. end IAS	0.783	2	0.069	0.276	1.1
12	Bus 151 Amerigas to E16 50/50 w/county	0.331	2	0.051	0.203	0.4
12a	E16 from bus 151 west 589'	0.111	2	0.000	0.000	0.0
12b	E16 from 589' w of Bus151 to corp limits 50/50 w/county	1.059	2	0.060	0.241	0.5
12c	Hardscrabble Road 50/50 w/county	0.434	2	0.000	0.781	0.0

Gallons Yellow 87.9

Gallons White 90.1

Also this year you'll notice that we are not painting Hardscable Road. We are doing some preservation maintenance to it in the form of crack sealing and a sealer binder over the entire surface. I've attached the proposal information from the contractor that will be performing the work. Approximately 2300' of the roadway beginning at 11<sup>th</sup> Street is joint jurisdiction, Derek and I would encourage the city to participate in this segment and the cost for your portion would be around \$4,500 with the actual cost to be determined at the time of construction.

Let us know on how you would like to proceed on both proposals and if you have any question feel free to give Derek or I a call.

Thanks,

Todd Postel  
Assistant to Engineer  
Jones County  
ph. 319.462.3785  
cell 319.350.5546  
fax 319.462.3903

[todd-postel@co.jones.ia.us](mailto:todd-postel@co.jones.ia.us)

## Doug Herman

---

**From:** Todd Postel, Assistant to Engineer <todd-postel@co.jones.ia.us>  
**Sent:** Tuesday, May 30, 2017 12:10 PM  
**To:** Doug Herman  
**Subject:** RE: GSB Proposal to reseal Hardscrabble Road and Business Hwy 151

I just broke it down as four parts:

1. Hardscrabble county
2. Hardscrabble county (joint jurisdiction)
3. Hardscrabble city (joint jurisdiction)
4. Bus 151 county

Todd

---

**From:** Doug Herman [mailto:dherman@ci.monticello.ia.us]  
**Sent:** Tuesday, May 30, 2017 11:28 AM  
**To:** Todd Postel, Assistant to Engineer  
**Subject:** RE: GSB Proposal to reseal Hardscrabble Road and Business Hwy 151

Todd:

Does the proposed mobilization and traffic control share of 25% take into account the work planned for Business 151? (Overall work to be done between Hardscrabble and Bus. 151 projects is estimated to be 75% city and 25% county?) Will get all of this information put together and before the City Council.

Thanks again for the information.

Doug

---

**From:** Todd Postel, Assistant to Engineer [mailto:todd-postel@co.jones.ia.us]  
**Sent:** Tuesday, May 30, 2017 11:22 AM  
**To:** Doug Herman <dherman@ci.monticello.ia.us>  
**Cc:** Derek Snead, Jones County Engineer <derek-snead@co.jones.ia.us>; blagrange <blagrange@ci.monticello.ia.us>  
**Subject:** RE: GSB Proposal to reseal Hardscrabble Road and Business Hwy 151

Doug,

Attached is the proposal Jon gave us last fall in which prices he will still honor. The other attachment is from our surveyor's fieldbook, I sent the survey crew out Friday to identify cracks only in the joint jurisdiction area. I'm not sure how Jon came up with his original estimate on cracks but the latest one should be very close along with the yardage estimate for coverage.

We will be sealing Business 151 from the river bridge north to US 151.

We have not had any similar projects with crack sealing with other municipalities mainly because we do not have a lot of asphalt roads and many of our concrete roads are beyond getting any return for this kind of

maintenance. As you are a where we do have our annual pavement markings we perform with you guys and the city of Anamosa and occasionally Cascade that is cost sharing.

Just let us know how you want to proceed so Jon can get us scheduled.

Thanks,

Todd

---

**From:** Doug Herman [<mailto:dherman@ci.monticello.ia.us>]  
**Sent:** Tuesday, May 30, 2017 9:42 AM  
**To:** Todd Postel, Assistant to Engineer  
**Cc:** Derek Snead, Jones County Engineer; blagrange  
**Subject:** RE: GSB Proposal to reseal Hardscrabble Road and Business Hwy 151

Todd:

Can I get a copy of the GEE Bid and the estimated length of crack sealing on the City portion of the roadway for the Council to review Monday night? Will GEE be doing any work on Business 151 while in town working on Hardscrabble?

Has the County had similar projects with other municipalities in Jones County? (Crack sealing and/or Sealer/Binder application)

Thanks

***Douglas D. Herman***  
City Administrator  
City of Monticello  
200 E. 1<sup>st</sup> Street  
Monticello, IA 52310  
Phone: 319.465.3577  
[dherman@ci.monticello.ia.us](mailto:dherman@ci.monticello.ia.us)

---

**From:** Doug Herman  
**Sent:** Tuesday, May 30, 2017 9:36 AM  
**To:** 'Todd Postel, Assistant to Engineer' <[todd-postel@co.jones.ia.us](mailto:todd-postel@co.jones.ia.us)>; [JKlein@geeasphalt.com](mailto:JKlein@geeasphalt.com)  
**Cc:** Derek Snead, Jones County Engineer <[derek-snead@co.jones.ia.us](mailto:derek-snead@co.jones.ia.us)>; blagrange <[blagrange@ci.monticello.ia.us](mailto:blagrange@ci.monticello.ia.us)>  
**Subject:** RE: GSB Proposal to reseal Hardscrabble Road and Business Hwy 151

Todd:

Based upon the notable increase in the estimated project cost (\$4,500 to \$8,307.80) I will need to run this project past the City Council on Monday June 5<sup>th</sup> for their consideration and approval.

What is the current project timeline? We may look for a price to crack seal our portion of the road and not apply a sealer binder depending upon cost.

**Douglas D. Herman**

City Administrator  
City of Monticello  
200 E. 1<sup>st</sup> Street  
Monticello, IA 52310  
Phone: 319.465.3577  
[dherman@ci.monticello.ia.us](mailto:dherman@ci.monticello.ia.us)

**From:** Todd Postel, Assistant to Engineer [<mailto:todd-postel@co.jones.ia.us>]

**Sent:** Friday, May 26, 2017 3:35 PM

**To:** [JKlein@geeasphalt.com](mailto:JKlein@geeasphalt.com)

**Cc:** Doug Herman <[dherman@ci.monticello.ia.us](mailto:dherman@ci.monticello.ia.us)>; Derek Snead, Jones County Engineer <[derek-snead@co.jones.ia.us](mailto:derek-snead@co.jones.ia.us)>

**Subject:** RE: GSB Proposal to reseal Hardscrabble Road and Business Hwy 151

Jon,

I've attach a map showing the joint jurisdiction on Hardacrabble Road with the City of Monticello. I had our survey chief do an estimate on their portion including cracks. I would also request they pay for 25% of mobilization and 25% of traffic control.

We would prefer to be billed separately if possible.

My estimate for their portion based on your proposal last fall is: \$ 8,307.80

Thanks,

Todd Postel  
Assistant to Engineer  
Jones County  
ph. 319.462.3785  
cell 319.350.5546  
fax 319.462.3903

[todd-postel@co.jones.ia.us](mailto:todd-postel@co.jones.ia.us)

---

**From:** Derek Snead, Jones County Engineer

**Sent:** Thursday, October 20, 2016 2:12 PM

**To:** Todd Postel, Assistant to Engineer

**Subject:** FW: GSB Proposal to reseal Hardscrabble Road and Business Hwy 151

**From:** Jon Klein [<mailto:JKlein@geeasphalt.com>]  
**Sent:** Wednesday, October 19, 2016 4:34 PM  
**To:** Derek Snead, Jones County Engineer  
**Subject:** GSB Proposal to reseal Hardscrabble Road and Business Hwy 151

Hi Derek-

I hope you are doing well.

I spoke with Todd recently and he asked me to put together a proposal to reseal Hardscrabble and business Hwy 151.

I drove and estimated the cracks for crack sealing. I thought both roads look pretty good.

I also included traffic control.

Let me know of any questions.

Hopefully the Cyclones will pull one out against Kansas State!!

Thanks.

Jon

319-389-4445 cell



**Jon Klein**  
Sales Associate

4715 6th Street, S.W., Cedar Rapids, IA 52404  
cell 319 389 4445 tel 319 388 8887 fax 319 388 8882  
[JKlein@geeasphalt.com](mailto:JKlein@geeasphalt.com) [www.geeasphalt.com](http://www.geeasphalt.com)

**GSE 88**



**MAKING GOOD PAVEMENTS LAST LONGER**

(20)

(20)

City	County
6'	13'
13'	7'
5'	3'
4'	13'
15'	12'
13'	15'
2'	13'
9'	14'
13'	15'
1'	4'
4'	10'
13'	13'
13'	13'
6'	8'
13'	13'
2'	13'
11'	15'
13'	49' = 247
7'	
7'	
7'	
1'	
13'	
2'	
13'	
2'	
13'	

City

County

1 3  
 108  
 1 4 5  
 1 7  
 2 5  
 3 6  
 5  
 9  
 2 0  
 1 3  
 2 8  
 8  
 5 7  
 1470  
 15  
 49' = 247

TOTAL

CITY = 1020'

COUNTY = 800.5'

CENTER = 1470'

30' WEST of driveway

CITY

COUNTY

285'

105'

JONES Co Survey  
 BOEGER, MCOY  
 5.26.2017

CITY Center Parcel  
 TOTAL:

205'  
 1020  
 1470/2  
 735  
 2040'





1007 1st Ave. NW \* PO Box 355 \* Farley, IA 52046  
 (563) 744-3422 Fax (563) 744-3146  
 Fed ID # 42-1463491

kluesnerconstruction.com

# PROPOSAL

DATE	ESTIMATE #
6/1/2017	15934

NAME / ADDRESS	CELL NUMBER	FAX NUMBER	PHONE NUMBER
CITY OF MONTICELLO 200 E FIRST STREET MONTICELLO, IA 52310-1501	319-480-2738	319-465-3527	319-465-3577
	LOCATION		

DESCRIPTION	TOTAL
CRACK SEALING OF HARDCRABBLE ROAD FROM WEST 11TH ST TO DRIVEWAY IN FIELD JUST PAST HOUSE NO# 16692  ---- ROUT CRACKS  ---- CLEAN CRACKS WITH COMPRESSED AIR  ---- SEAL CRACKS WITH D-3405 HOT RUBBERIZED SEALANT  ---- TRAFFIC CONTROL WILL BE PROVIDED AS NEEDED  ***** COST *****	1,638.00
NOTE- WE WILL BE ONLY BE DOING THE CITY PORTION OF THE ROAD THE OTHER HALF OF THE ROAD THE COUNTY WILL BE RESPONSIBLE FOR	

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. SIGN:	<b>TOTAL</b> \$1,638.00
--	-------------------------

PAYMENT DUE UPON COMPLETION OF THE WORK. PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN \_\_\_\_ DAYS.

SIGNATURE \_\_\_\_\_

City Council Meeting  
Prep. Date: 06/02/17  
Preparer: Doug Herman



Agenda Item: 9  
Agenda Date: 06/05/2017

**Communication Page**

**Agenda Items Description:** Resolution to Schedule a Public Hearing on amendment to ITC Lease Agreement related to 224 N. Chestnut Street property.

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

**Attachments & Enclosures:**

Resolution
Proposed Corrective Electric Line Easement
Original Easement

**Fiscal Impact:**

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

**Synopsis:** When reviewing the abstract of title to the 224 N. Chestnut Street property I discovered an error in the legal description of the Easement sold by Al Hughes to ITC; this action will correct the error.

**Background Information:** The easement granted by Al Hughes to ITC was intended to be over the "easterly" 25' of his property but the easement incorrectly indicated that the easement was over the "westerly" 25' of his property. I contacted ITC and they agreed to provide a corrected document and to pay a fee of \$250 in return for the City taking steps to work with them on this correction.

Because the City is arguably permanently transferring a property interest (even though it is corrective in nature) I am proposing that we hold a public hearing on the amendment before approving the amendment. The \$250 fee is intended to cover our costs and my time to see to this correction.

**Staff Recommendation:** I recommend that the Council schedule a Public Hearing on the proposed execution of the Corrective Electric Line Easement for June 19, 2016 at 6:00 p.m.

# The City of Monticello, Iowa

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

RESOLUTION # 17-\_\_\_\_

## **Scheduling Public Hearing on execution of Corrective Electric Line Easement adjacent to 224 N. Chestnut Street, Monticello, Iowa**

**WHEREAS**, the City of Monticello recently purchased the property located at 224 N. Chestnut Street, and

**WHEREAS**, during the course of the purchase it was discovered that a legal description included within an easement agreement between the prior owner, Allen J. Hughes, at ITC Midwest, LLC, incorrectly described the easement as being located over the westerly portion of the property as opposed to the easterly portion of the property, and

**WHEREAS**, the Council finds that it is in the best interests of the City, as owner of said property, to see to the correction of the easement description, and ITC has agreed to prepare the corrective documents and to compensate the City for the City's estimated time and costs in correcting said description.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby schedule Public Hearing on the proposed execution of the Corrective Electric Line Easement for the 19<sup>th</sup> day of June, 2016 at 6:00 p.m., at the Mary Lovell LeVan Renaissance Center, with appropriate notice to be published in the Monticello Express.

**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 5<sup>th</sup> day of June, 2017.

---

Dena Himes, Mayor

Attest:

---

Sally Hinrichsen, City Clerk

Return to: Mallory Huisman – JCG Land Services – 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698  
Prepared By: Tarah Andrews – JCG Land Services – 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698

---

## **CORRECTIVE ELECTRIC LINE EASEMENT**

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Monticello, Iowa**, 200 E 1<sup>st</sup> St., Monticello, IA 52310 (“Grantor(s)”), do(es) hereby warrant and convey unto ITC Midwest LLC, a Michigan limited liability company, 27175 Energy Way, Novi, MI 48377, its successor and assigns, (“Grantee”), a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove an electric and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, equipment and construction for transmitting electricity, communications and all Corporate purposes together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, over and across the following described lands located in the County of Jones and the State of Iowa:

Lot Three Hundred Eighty-three (383), Lot Three Hundred Ninety-two (392), and the South 9 feet of Lot Three Hundred Ninety-three (393), Railroad Addition to the Town (now City) of Monticello, Jones County, Iowa, according to the recorded plat thereof.

**The Easement Area being the Easterly 25’ of the above described property, presumed to be all in Section Twenty-one (21), Township Eighty-six (86) North, Range Three (3) West of the 5<sup>th</sup> P.M., Jones County, Iowa.**

Together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the line.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair, use of, or which in falling might touch the said line or lines.

\* This Corrective Electric Line Easement is made to correct the Grantor(s) information and Easement Area of an Electric Line Easement granted by Allen J. Hughes, a single person (“Landowner”) dated April 14, 2010, and recorded in Jones County, Iowa, as Document No. 2010 1258.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to said line or lines, over/under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing said line or lines.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR(S):**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, AD. 20\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ to me personally known

or \_\_\_\_\_ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

\_\_\_\_\_  
(Sign in Ink)

\_\_\_\_\_  
(Print/type name)

Notary Public in and for the State of \_\_\_\_\_

NOTARY SEAL

**CAPACITY CLAIMED BY SIGNER**

\_\_\_\_\_ INDIVIDUAL  
\_\_\_\_\_ CORPORATE  
Title(s) of Corporate Officers(s):  
\_\_\_\_\_

\_\_\_\_\_ N/A  
\_\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_\_ No Corporate Seal procured

\_\_\_\_\_ PARTNER(s)  
\_\_\_\_\_ Limited Partnership  
\_\_\_\_\_ General Partnership

\_\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_\_ EXECUTOR(s),  
\_\_\_\_\_ ADMINISTRATOR(s),  
\_\_\_\_\_ or TRUSTEE(s):  
\_\_\_\_\_ GUARDIAN(s)  
\_\_\_\_\_ or CONSERVATOR(s)  
\_\_\_\_\_ OTHER

\_\_\_\_\_  
\_\_\_\_\_

**SIGNER IS REPRESENTING:**

List name(s) of persons(s) or entity(ies):

City of Monticello, Iowa \_\_\_\_\_

\_\_\_\_\_

# RIGHT OF CANCELLATION

\_\_\_\_\_  
(Date of Agreement)

The undersigned grantor(s) hereby acknowledge that he/she has been informed, prior to signing, of his/her right to cancel this Agreement, without penalty or obligation, by giving notice to ITC Midwest LLC within seven (7) business days from the above date.

To cancel this Agreement, complete in duplicate the attached Notice of Cancellation and send by certified mail with return requested to Real Estate and Right of Way, ITC Midwest LLC, 123 5<sup>th</sup> St., SE, Cedar Rapids, Iowa 52401.

GRANTOR(S):

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: 200 E 1<sup>st</sup> St.

Monticello, IA 52310

This Right of Cancellation is provided pursuant to Chapter 478, of the Iowa Code.

# NOTICE OF CANCELLATION

TO: Real Estate and Right of Way  
ITC Midwest LLC  
123 – 5<sup>th</sup> Street SE  
Cedar Rapids, Iowa 52401

I/We, \_\_\_\_\_, grantor(s) in an easement agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, with ITC Midwest LLC, a Michigan limited liability company, do hereby cancel this easement agreement without penalty or obligation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GRANTOR(S):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Notice of Cancellation is provided pursuant to Chapter 478, of the Iowa Code.



# NOTICE OF CANCELLATION

TO: Real Estate and Right of Way  
ITC Midwest LLC  
123 – 5<sup>th</sup> Street SE  
Cedar Rapids, Iowa 52401

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GRANTOR(S):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Notice of Cancellation is provided pursuant to Chapter 478, of the Iowa Code.

>

Jones County  
Marie Krutzfield, Recorder  
**Fee Book 2010 1258**  
05/18/2010 @0122PM  
EASEMENTS  
Book: Page: # Pages: 2  
Total Fees: \$14.00

Return to: Ryan Stram – JCG Land Services - 1715 South G Avenue, Nevada, Iowa 50201 (515)-382-1698  
Tax Statement to:  
Prepared By: Scott Camp – JCG Land Services - 1715 South G Avenue, Nevada, Iowa 50201 (515)-382-1698

## ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Allen J. Hughes, a single person ("Grantor(s)"), **ADDRESS** 224 N. Chestnut Street Monticello, IA 52310 do(es) hereby warrant and convey unto ITC Midwest LLC, a Michigan limited liability company, 27175 Energy Way, Novi, MI 48377, its successor and assigns, ("Grantee"), a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove an electric and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, equipment and construction for transmitting electricity, communications and all Corporate purposes together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, over and across the following described lands located in the County of Jones and the State of Iowa:

Lot Three Hundred Eighty-three (383), Lot Three Hundred Ninety-two (392), and the South 9 feet of Lot Three Hundred Ninety-three (393), Railroad Addition to the Town (now City) of Monticello, Jones County, Iowa, according to the recorded plat thereof.

**The easement area being the Westerly 25' of the above described property, presumed to be all in Section Twenty-one (21), Township Eighty-six (86) North, Range Three (3) West of the 5<sup>th</sup> P.M., Jones County, Iowa**

Together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the line.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair, use of, or which in falling might touch the said line or lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to said line or lines, over/under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing said line or lines.

Signed this 14<sup>th</sup> day of April, 2010.

**GRANTOR(S)**

By: *Allen J. Hughes*  
Allen J. Hughes

By: \_\_\_\_\_

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa

COUNTY OF Jones ss:

On this 14<sup>th</sup> day of April, AD, 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared

\_\_\_\_\_  
\_\_\_\_\_

X to me personally known  
or \_\_\_\_\_ provided to me on the basis of  
satisfactory \_\_\_\_\_ evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL *Steven Scott Camp*  
(Sign in Ink)  
Steven Scott Camp  
(Print/type name)

Notary Public in and for the State of Iowa

**CAPACITY CLAIMED BY SIGNER**

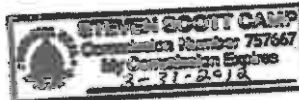
X INDIVIDUAL  
\_\_\_\_ CORPORATE  
Title(s) of Corporate Officers(s):  
\_\_\_\_\_

\_\_\_\_ N/A  
\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_ No Corporate Seal procured

\_\_\_\_ PARTNER(s)  
\_\_\_\_ Limited Partnership  
\_\_\_\_ General Partnership

\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_ EXECUTOR(s),  
\_\_\_\_ ADMINISTRATOR(s),  
\_\_\_\_ or TRUSTEE(s):  
\_\_\_\_ GUARDIAN(s)  
\_\_\_\_ or CONSERVATOR(s)  
\_\_\_\_ OTHER

**SIGNER IS REPRESENTING:**  
List name(s) of persons(s) or entity(ies):  
Self



City Council Meeting  
Prep. Date: 06/02/17  
Preparer: Doug Herman



Agenda Item: 10  
Agenda Date: 06/05/2017

**Communication Page**

**Agenda Items Description:** Resolution to approve H.M.A. Resurfacing Agreement between City of Monticello and Eastern Iowa Excavating & Concrete, LLC.

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

**Attachments & Enclosures:**

Resolution
Proposed Contract

**Fiscal Impact:**

Budget Line Item:	S. Main Project
Budget Summary:	n/a
Expenditure:	\$493,503.54
Revenue:	n/a

**Synopsis:** Eastern Iowa was approved as the low bidder on 2017 Main Street HMA project, this Resolution approved contract with them, consistent with the project specifications.

**Background Information:** The proposed contract has passed muster with DOT and Snyder to the best of my understanding. (Will verify on Monday) I received same in mail today, and would recommend that Council approve the execution of same. (Remember, a good portion of this project will be reimbursed to the City by the State. I will get that number for you Monday night.)

We will set a pre-con meeting in the very near future and get this project moving forward.

**Staff Recommendation:** I recommend that the Council approve the execution of the proposed agreement.

# THE CITY OF MONTICELLO, IOWA

## RESOLUTION #17-\_\_

**Resolution** to approve the Contract between the City of Monticello, Iowa and Eastern Iowa Excavating and Concrete, LLC, in relation to the 2017 Main Street H.M.A. Resurfacing Project.

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

**WHEREAS**, the Council previously awarded the 2017 HMA Resurfacing project to Eastern Iowa Excavating and Concrete, LLC, and now the Council considers the approval of the proposed contract between Eastern Iowa Excavating and Concrete and the City of Monticello, and

**WHEREAS**, the Council finds that the contract has been reviewed by the City Engineer and the Iowa DOT and both are in agreement with its' approval by the City, and

**WHEREAS**, the Council finds that the proposed agreement is appropriate and that same should, therefore, be approved.

**NOW, THEREFORE**, It Is Resolved by the City Council of the City of Monticello, Iowa, that that Mayor is hereby authorized to execute the agreement between Eastern Iowa Excavating and Concrete, LLC, as proposed, same being related to the 2017 Main Street HMA Resurfacing Project.

Passed and approved on this 5<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Dena Himes, Mayor

Attest:

\_\_\_\_\_  
Sally Hinrichsen, City Clerk

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between \_\_\_\_\_  
City of Monticello, Iowa \_\_\_\_\_, hereinafter called "OWNER"  
and Eastern Iowa Excavating & Concrete, LLC  
doing business as a Corporation  
("corporation", or "partnership" or "individual"), hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the H.M.A. RESURFACING PROJECT.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The work under the contract shall commence on or after the date specified in this written "Notice to Proceed". Between the start date and July 14<sup>th</sup> only sidewalk and curb related work shall be allowed (i.e. no pavement scarification, patching or HMA related work shall be allowed). All areas within the construction limits are to be open and construction is prohibited on and between July 15<sup>th</sup> and July 23<sup>rd</sup>. The Late Start date shall be August 14, 2017. The Contractor shall fully complete the project within eighty (80) Calendar Days of the earlier of either the work beginning onsite or the Late Start date. Calendar days will begin to be charged from the earlier of when the contractor begins work onsite or the late start date. Calendar Days will not be charged between on and between July 15<sup>th</sup> and July 23<sup>rd</sup>. Applicable warranties required by the Contract Documents shall commence at the end of the eighty (80) calendar days. Liquidated damages in the amount of \$750.00 per calendar day will be assessed for each calendar day that the Project is not complete after the end of the Contract Period.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the amount as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) Notice to Bidders
  - (B) Information for Bidders
  - (C) Bid
  - (D) Bid Bond
  - (E) Agreement
  - (F) General Conditions
  - (G) Supplemental General Conditions
  - (H) Payment Bond
  - (I) Performance Bond

- (J) Notice To Proceed
- (K) Bidder Status Form
- (L) Change Order
- (M) Drawings prepared by Snyder & Associates, Inc.  
dated **03/31/2017**
- (N) Specifications prepared or issued by: Snyder & Associates, Inc., dated  
**03/31/2017**
- (O) Addenda:  
No. 1, dated April 28<sup>th</sup>, 2017

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as required by the CONTRACT DOCUMENTS.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in five (5) counterparts each of which shall be deemed an original on the date first above written.

**OWNER:**

BY: City of Monticello  
 NAME: Dena Himes  
 TITLE: Mayor

(SEAL)  
 ATTEST:

NAME Sally Hinrichsen  
 TITLE City Clerk/ Treasurer

**CONTRACTOR:**

BY: Eastern Iowa Excavating & Concrete, LLC  
 NAME: [Signature]  
 ADDRESS: 121 Nixon Street SE, PO Box 189  
Cascade, IA 52033-0189

(SEAL)  
 ATTEST:

NAME Lynne White

**BIDDER acknowledges receipt of the following addendum:**

Add #1 4.28.17

BIDDER agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum:

Estimated Quantities					
Item	Description	Units	Quantity	Unit Price	Total Price
1	EXCAVATION, CLASS 10, WASTE	CY	66.0	48.50	3,201.00
2	TOPSOIL, FURNISH AND SPREAD	CY	86.0	44.00	3,784.00
3	<b>MODIFIED SUBBASE</b>	CY	27.0	80.90	2,396.80
4	CLEANING AND PREPARATION OF BASE	MLE	0.62	11,500.00	7,130.00
5	PATCHES, FULL-DEPTH REPAIR	SY	149.3	112.00	16,721.60
6	<b>REMOVAL OF CURB</b>	STA	3.12	3,700.00	11,544.00
7	PAVEMENT SCARIFICATION	SY	16133.8	1.85	29,847.53
8	TRAFFIC SIGNALIZATION	LS	1	19,500.00	19,500.00
9	<b>SUBBASE (PATCHES)</b>	SY	149.3	27.35	4,083.26
10	HOT MIX ASPHALT HIGH TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	TON	1361.3	49.00	66,942.40
11	HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	TON	1406.7	48.00	67,521.60
12	<b>ASPHALT BINDER, PG 58-20H, HIGH TRAFFIC</b>	TON	166.0	425.00	70,550.00
13	HOT MIX ASPHALT PAVEMENT SAMPLES	LS	1	650.00	650.00
14	REMOVAL, AS PER PLAN	LS	1	1,050.00	1,050.00
15	<b>MANHOLE ADJUSTMENT, MINOR</b>	EACH	14.0	955.00	13,370.00
16	MANHOLE ADJUSTMENT, MAJOR	EACH	1	1,950.00	1,950.00
17	INTAKE ADJUSTMENT, MINOR	EACH	3	1,150.00	3,450.00
18	<b>INTAKE ADJUSTMENT, MAJOR</b>	EACH	2	2,025.00	4,050.00
19	REMOVAL OF SIDEWALK	SY	309.5	24.00	7,428.00
20	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	234.7	41.00	9,622.70
21	<b>SIDEWALK, P.C. CONCRETE, 6 IN.</b>	SY	110.3	57.50	6,342.25
22	DETECTABLE WARNINGS	SF	266.0	42.50	11,305.00
23	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	LF	284.7	44.00	12,526.80
24	<b>CURB AND GUTTER, P.C. CONCRETE, 3.0 FT.</b>	LF	29.3	47.50	1,391.75
25	HANDHOLES AND JUNCTION BOXES	EACH	1	1,800.00	1,800.00
26	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	9	160.00	1,440.00
27	<b>REMOVAL OF TYPE A SIGN</b>	EACH	17	54.00	918.00
28	PERFORATED SQUARE STEEL TUBE POSTS	LF	266.0	10.50	2,793.00
29	PERFORATED SQUARE STEEL TUBE POST	EACH	25	139.00	3,475.00
30	<b>TYPE A SIGNS, SHEET ALUMINUM</b>	SF	117.0	13.00	1,521.00
31	INSTALL TYPE A SIGN	EACH	18	55.00	990.00
32	PAINTED PAVEMENT MARKING, WATERBORNE	STA	253.71	9.50	2,410.25
33	<b>PAINTED SYMBOLS AND LEGENDS,</b>	EACH	51	110.00	5,610.00
34	PAVEMENT MARKINGS REMOVED	STA	16.60	175.00	2,905.00
35	SYMBOLS AND LEGENDS REMOVED	EACH	2	112.00	224.00
36	<b>TRAFFIC CONTROL</b>	LS	1	9,500.00	9,500.00
37	FLAGGERS	EACH	80	450.00	36,000.00
38	MOBILIZATION	LS	1	39,000.00	39,000.00
39	<b>VALVE BOX EXTENSION</b>	EACH	9	200.00	1,800.00
40	MULCHING, BONDED FIBER MATRIX	ACRE	0.08	31,000.00	2,480.00
41	SEEDING AND FERTILIZING (URBAN)	ACRE	0.08	73,000.00	5,840.00
42	<b>PERIMETER AND SLOPE SEDIMENT CONTROL</b>	LF	414.0	3.50	1,449.00
43	REMOVAL OF PERIMETER AND SLOPE	LF	414.0	1.75	724.50
<b>TOTAL BID</b>					<b>493,563.54</b>



City Council Meeting  
Prep. Date: 06/02/17  
Preparer: Doug Herman



Agenda Item: 11  
Agenda Date: 06/05/2017

**Communication Page**

**Agenda Items Description:** Ordinance Re: Accessory Structure setbacks on alleyways.(2<sup>nd</sup> Reading)

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

**Attachments & Enclosures:**

Proposed Ordinance

**Fiscal Impact:**

Budget Line Item:

n/a

Budget Summary:

n/a

Expenditure:

n/a

Revenue:

n/a

**Synopsis:** Ordinance related to location of accessory buildings along alleyways.

**Background Information:** The Council recently changed the setback requirements for fences on alleyways, requiring that fences be set back 5' from the alleyway right-of-way and not exceed 8' in height.

Current City Code provisions allow for the construction of accessory structures as close as 3' to an alleyway right-of-way. (§165.13) With the recent changes to fence set-backs it seems appropriate to consider a similar provision related to accessory building/structure set-backs. (Wouldn't make much sense to push a fence off the alleyway 5' but allow a taller accessory building to be as close as 3'.)

**Staff Recommendation:** I recommend that the Ordinance be introduced in title only and that a Councilperson move the first approval of the Ordinance. (2<sup>nd</sup> Reading)

**ORDINANCE NO. 702**

An Ordinance Amending Chapter 165, Zoning Regulations, Monticello Code, by Amending Provisions Pertaining to Accessory Building, Structures, and Uses

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

Section 1: Chapter 165, Subsection 13 (165.13) currently reads as follows:

**165.13 ACCESSORY BUILDINGS, STRUCTURES AND USES.**

1. Time of Construction. No accessory building or structure shall be constructed on any lot more than one (1) year prior to the time of construction of the principal building to which it is accessory.
2. Percentage of Rear Yard Occupied. No detached accessory building or buildings shall occupy more than thirty (30) percent of the area of a rear yard.
3. *(Repealed by Ordinance No. 606 – Sep. 07 Supp.)*
4. Height of Accessory Buildings/Structures. Detached accessory buildings, structures, including satellite dish antennas, shall not exceed, under any circumstance, 25' in height. Any accessory building/structure shall meet the following property line setbacks, same being dependent upon the height of said building/structure.
  - A. Buildings/structures less than 15' in height shall be subject to a 3' side and rear yard setback.
  - B. Buildings/structures between 15' and 20' in height shall be subject to a 5' side and rear yard setback.
  - C. Buildings/structures between 20' and 25' in height shall be subject to a 10' side and rear yard setback.

4. Location on Lot. No accessory building or structure shall be erected in any front yard.
5. Swimming Pool Fences. No public or private swimming pool shall be erected unless the same be entirely enclosed by buildings, fences, or walls not less than four (4) nor more than eight (8) feet in height and of such construction that a child may not reach the pool from the street or from any adjacent property without opening a door or gate or scaling a wall or fence. Holes or openings in the fence shall be four (4) inches or less in least diameter. Such fences or walls shall be equipped with self-latching gates or doors. All doors from houses and garages to pool area must also be self-closing and self-latching.

Section 2: Chapter 165, Subsection 13 (165.13) Shall be amended to read as follows:

1. Time of Construction. No accessory building or structure shall be constructed on any lot more than one (1) year prior to the time of construction of the principal building to which it is accessory.
2. Percentage of Rear Yard Occupied. No detached accessory building or buildings shall occupy more than thirty (30) percent of the area of a rear yard.
3. *(Repealed by Ordinance No. 606 – Sep. 07 Supp.)*
4. Height of Accessory Buildings/Structures. Detached accessory buildings, structures, including satellite dish antennas, shall not exceed, under any circumstance, 25' in height. Any accessory building/structure shall meet the following property line setbacks, same being dependent upon the height of said building/structure **and whether or not the accessory building/structure is located adjacent to an alleyway right-of-way.**
  - A. Buildings/structures less than 15' in height shall be subject to a 3' side and rear yard setback **unless located adjacent to an alleyway right-of-way in which case the setback shall be 5' from the alleyway right-of-way.**
  - B. Buildings/structures between 15' and 20' in height shall be subject to a 5' side and rear yard setback.
  - C. Buildings/structures between 20' and 25' in height shall be subject to a 10' side and rear yard setback.
5. Location on Lot. No accessory building or structure shall be erected in any front yard.
6. Swimming Pool Fences. No public or private swimming pool shall be erected unless the same be entirely enclosed by buildings, fences, or walls not less than four (4) nor more than eight (8) feet in height and of such construction that a child may not reach the pool from the street or from any adjacent property without opening a door or gate or scaling a wall or fence. Holes or openings in the fence shall be four (4) inches or less in least diameter. Such fences or walls shall be equipped with self-latching gates

or doors. All doors from houses and garages to pool area must also be self-closing and self-latching.

Section 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

1<sup>st</sup> reading passed by the Council on this 15<sup>th</sup> day of May, 2017

2<sup>nd</sup> reading passed by the Council on this

3<sup>rd</sup> reading passed by the Council on this

\_\_\_\_\_  
Dena Himes, Mayor

Attest:

\_\_\_\_\_  
Sally Hinrichsen, City Clerk

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance # was published in the Monticello Express on the day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Sally Hinrichsen, City Clerk

City Council Meeting  
Prep. Date: 06/01/17  
Preparer: Doug Herman



Agenda Item: 12  
Agenda Date: 06/05/2017

**Communication Page**

**Agenda Items Description:** Ordinance providing of the division of taxes levied on taxable property in the 2017 addition to the Monticello Urban Renewal Area, pursuant to §403.19 of the Code of Iowa.

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

**Attachments & Enclosures:**

Proposed Ordinance

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Synopsis:** The proposed Ordinance is a necessary step to have the opportunity to collect “incremental” tax dollars from the new addition to the Monticello Urban Renewal Area.

**Background Information:** The Urban Renewal Area amendment, approved by Resolution earlier tonight, adds the Advancement Services property, the Energy property located to the east of the Advancement property, and the Orbis property. While the passage of this Ordinance adds the incremental value for the taxes collected on those properties to our TIF fund, if you will, allowing the City to capture those incremental taxes, it is very highly likely that the City will, as has been the case in the last number of years, not certify 100% of the eligible TIF increment, decertifying a significant sum, allowing said decertified portions to be paid out to the County, School, and other taxing entities as if they were not in the TIF District.

**Staff Recommendation:** I recommend that the proposed Ordinance be introduced in title only and that the third reading be approved.

ORDINANCE NO. 700

AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE 2017 ADDITION TO THE MONTICELLO URBAN RENEWAL AREA, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

WHEREAS, the City Council previously enacted an ordinance entitled “An Ordinance Providing For The Division Of Taxes Levied On Taxable Property In The Monticello Urban Renewal Area of the City of Monticello, Iowa, Pursuant to Section 403.19 of the Code of Iowa”; and

WHEREAS, pursuant to that ordinance, the Monticello Urban Renewal Area in the City of Monticello was designated a “tax increment district”; and

WHEREAS, the City Council now desires to increase the size of the “tax increment district” by adding additional property;

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

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the 2017 Addition to the Monticello Urban Renewal Area of the City of Monticello, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Monticello to finance projects in said area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Monticello, Iowa.

“County” shall mean Jones County, Iowa.

“Urban Renewal Area” shall mean the entirety of the Monticello Urban Renewal Area as amended on October 5, 2010.

“Urban Renewal Area Amendment” shall mean the 2017 Addition to the Monticello Urban Renewal Area of the City of Monticello, Iowa, the boundaries of which are set out below, approved by the City Council by resolution adopted on the 1<sup>st</sup> day of May, 2017.

Lot 9, Industrial Park Addition to Monticello, Iowa;

Lot 10 of Industrial Park Addition to the City of Monticello, Jones County, Iowa, according to the recorded plat thereof; and

Lot 11 of Industrial Park Addition to the City of Monticello, Jones County, Iowa, according to the recorded plat thereof.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area Amendment. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area Amendment each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area Amendment is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area Amendment, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area Amendment on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area Amendment to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area Amendment exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word “taxes” includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the Council of the City of Monticello, Iowa, on the 15<sup>th</sup> day of May, 2017.

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Dena Himes, Mayor

Attest:

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Sally Hinrichsen, Monticello City Clerk



City Council Meeting  
Prep. Date: 06/01/17  
Preparer: Doug Herman



Agenda Item: 13  
Agenda Date: 06/05/2017

**Communication Page**

**Agenda Items Description:** Ordinance providing for the maintenance of Urban Chickens.

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

**Attachments & Enclosures:**

Proposed Ordinance

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:** The proposed Ordinance has largely been copied from the City of North Liberty.

**Background Information:** The proposed ordinance is on the detailed end of ordinances that have been passed in regard to urban chickens. I am not certain that I like where I have numbered it in the Code and will look that over a bit, but wanted to get it on the agenda for consideration. Council can add or detract at will. Looking for input.

**Staff Recommendation:** I recommend that the proposed Ordinance be introduced in title only and considered for its first passage.

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Preparer: Doug Herman, Monticello City Admin. 200 E. 1<sup>st</sup> St., Monticello, IA 52310; 319.465.6435  
Return to: Doug Herman, Monticello City Admin. 200 E. 1<sup>st</sup> St., Monticello, IA 52310

ORDINANCE NO. \_\_\_\_

An Ordinance amending the Monticello Code of Ordinances, by adding Chapter and section 165.48

WHEREAS, The City of Monticello finds as follows:

**Chapter 165.48 Urban Chickens**

It is unlawful for a person to keep livestock within the City, **except** in compliance with the City's zoning regulations.

1. Notwithstanding the provisions of this section, the keeping of domestic chickens (members of the subspecies of *Gallus gallus domesticus*) shall be permitted on single-family residences and zero-lot line duplexes (where each unit owner owns a separate and distinct portion of the lot), so long as such keeping is in strict compliance with this subsection and all other applicable City ordinances unless, despite compliance with the following, the presence of any particular chickens endangers the health, safety, peace, quiet, comfort, enjoyment of, or otherwise becomes a public nuisance to nearby residents or occupants or places of business.
2. No person shall keep chickens inside a single family dwelling unit, multi-family dwelling units or rental units.
3. A tenant must obtain the landlord's written permission to keep chickens, which shall be submitted as part of the application for a permit.

4. Chickens must be confined in a coop or fowl house not less than 18 inches in height or, in the alternative, within a fenced pen area. Chickens must be kept within the coop, the fowl house, or the fenced pen area at all times unless removed for a temporary time for cleaning or for the safety of the chicken. Chickens must be housed in the coop from dusk until dawn.
5. The coop, the fowl house, or the fenced pen area shall be located in the rear yard (as defined in Section 167.01) only, must be of such a design to be reasonably expected to prevent entry by dogs, cats, or other animals, shall be completely enclosed (except fenced pen area), shall be well maintained, and shall be well drained so there is no accumulation of moisture.
6. The materials used in making a coop or fowl house (stationary or mobile) shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The use of scrap, waste board, sheet metal, or similar materials is prohibited. Fencing materials must meet all requirements set forth in the zoning regulations; however, except as set forth herein, coops and fowl houses are not subject to building code requirements.
7. The coop, the fowl house, or the fenced pen area shall have a minimum of four (4) square feet of floor area for each chicken but shall not be any larger than twelve (12) square feet of area for each chicken. The coop, fowl house, or fenced pen area shall be a minimum of fifteen (15) feet from any property line, shall not exceed eight (8) feet in height, and shall fully comply with all applicable zoning regulations.
8. Any coop, fowl house, or fenced pen area shall be kept clean, sanitary and free from accumulation of chicken excrement and objectionable odors. All droppings and body excretions shall be either placed in fly-proof containers and double-bagged in plastic bags or, in the alternative, used as fertilizer on the same property or, with the owner's permission, on other property within the City, so long as the droppings and body excretions are spread and incorporated into the soil within twenty four (24) hours.
9. Odors from chickens, chicken manure or other chicken related substances shall not be perceptible beyond the boundaries of the permitted tract of land. Noise from chickens shall

not to disturb persons on adjoining properties or beyond based on an objective or reasonable person standard.

10. All chicken feed shall be stored in rodent-proof containers.
11. No more than six (6) chickens shall be kept or maintained per property.
12. All chickens shall have wings clipped at any given time so as to eliminate the possibility of flight from the permittee's property.
13. All such chickens must be hens; no roosters are permitted.
14. All chickens covered by a permit shall be banded in accordance with procedures and requirements established by the City.
15. The City shall not be liable for injury or death of chickens caused by dogs, cats, or other animals, domestic or wild, whether such animals are licensed by the City or not. Further, injury or death of a chicken caused by an animal is not, in and of itself, sufficient grounds for the City to determine that the animal is a vicious animal pursuant to Chapter 56 of this Code of Ordinances. Any dead chicken, not caused by slaughtering, shall be disposed of immediately upon discovering in a manner so as not to cause a nuisance pursuant to Chapter 50 of this Code of Ordinances.
16. Any slaughter of chickens not regulated by state law or otherwise forbidden or regulated shall be done only in a humane and sanitary manner and shall not be done open to the view of any public area or adjacent property owned by another.
17. No person shall keep any chickens unless they possess a City of Monticello permit issued by the City Clerk.
18. The City Clerk shall provide an application form upon request, which shall include consent forms for landlords and owners of adjacent properties.
19. The fees and associated costs shall be set by resolution.

20. Permits will be granted for one (1) year valid from January 1 through December 31. Permits may be purchased at any time during the year but will be valid only through December 31. Bands will be issued with the permit. The permittee shall place and keep leg bands on all of his chickens showing the permit number.
21. The applicant shall successfully complete an approved class in raising chickens in an urban setting prior to being issued a permit. The Permitting Officer shall maintain a current list of such approved classes.
22. Each chicken shall be banded at all times.
23. By the granting of the permit to raise chickens and the application thereof, the permittee authorizes that the City or its agents have the right to go onto permittee's property any time and without prior notice for the limited purpose of inspection of the premises to ensure that all applicable conditions have been met.
24. Within thirty (30) days after the expiration of any permit, the permittee shall apply for and secure a renewal of the permit in the manner provided for in this chapter. Failure to renew a permit within the time herein provided shall result in a delinquent fee, in addition to the regular permit fee, as set by the city council. All applicants shall be furnished with permit rules and regulations at the time the application is made. Permit rules and regulations shall be approved by resolution of the city council.
25. The permit is a limited license for the activity, and no vested zoning rights arise from the permit being issued.
26. The permit does not run with the land. Private restrictions on the use of the property shall remain enforceable and shall supersede the permit. The private restrictions include, but are not limited to, deed restrictions, condominium restrictions, neighborhood association bylaws, covenants and restrictions, and rental agreements. A permit issued to a person whose property is subject to private restrictions that prohibit keeping of chickens is void.
27. In the event that an applicant or permittee does not fully and strictly comply with the requirements of this section, the application may be denied or the permit may be revoked. If

an application is denied or a permit is revoked, the applicant or permittee shall be so informed in writing and also informed of the right to appeal said decision.

28. In any instance where the City Clerk has denied, revoked, suspended, or not renewed a permit, the applicant or permit holder may appeal the Clerk's decision to the City Administrator within ten (10) business days of receipt by the applicant or holder of the permit of the notice of the decision. The applicant or holder of the permit will be given an opportunity for a hearing. The decision of the City Administrator or any decision by the Clerk that is not appealed in accordance to this chapter shall be deemed final action.
29. When an application for a permit is denied or when a permit is revoked:
30. The applicant may not re-apply for a new permit for a period of 1 year from the date of the denial or revocation unless the denial or revocation is due to administrative reasons only, as determined by the City Clerk.
31. Any chickens shall be removed immediately.
32. Any coop, fowl house, fencing or other structures shall be removed within ten (10) days of the date of the permit being denied or revoked.
33. An owner or possessor of animals on property that is newly annexed has ninety (90) days from the date of annexation to bring the property into compliance required by this section.
34. Any property owner possessing chickens in violation of the City's Animal Code prior to the date this ordinance becomes effective, which is an illegal nonconforming use, shall have thirty (30) days to meet all requirements of this section and all other applicable provisions of the City's code of Ordinances.
35. A violation of this subsection is a simple misdemeanor or a municipal infraction, as provided in Chapter 3 of this Code of Ordinances.

**B. Repealer:**

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

C. Severability:

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

D. Effective Date

This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

\_\_\_\_\_  
Dena Himes, Mayor

Attest:

\_\_\_\_\_  
Sally Hinrichsen, City Clerk

I, Sally Hinrichsen, Monticello City Clerk, do hereby certify that the above and foregoing Ordinance #701 was published in the Monticello Express on the 7<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Sally Hinrichsen, City Clerk

City Council Meeting  
Prep. Date: 06/01/17  
Preparer: Doug Herman



Agenda Item: 14  
Agenda Date: 06/05/2017

*Communication Page*

**Agenda Items Description:** Ordinance Re: Fireworks

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

**Attachments & Enclosures:**

Proposed Ordinances

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Synopsis:** Two proposed ordinances. The First continuing to regulate fireworks and the second to merely repeal the exiting ordinance, opening the door to any use that follows state code.

**Background Information:** The proposed ordinances include one that has a lot of detail and control but still allows fireworks sale and use, the second merely repeals our ordinance, leaving the State Law as the law of Monticello.

Not necessarily a right or wrong answer, just a couple options to consider.

**Staff Recommendation:** I recommend that the council consider both options and propose moving forward with one or the other or an amended version of one of them.



ORDINANCE NO. \_\_\_\_\_

Option #1  
Total Repeal

**DINANCE AMENDING THE CITY CODE OF NEVADA, IOWA, BY AMENDING  
CHAPTER 41.11 (FIREWORKS)**

**WHEREAS**, the General Assembly of the State of Iowa has taken measures to allow the sale and use of consumer fireworks in the State of Iowa during specific timeframes and pursuant to applicable state licensure; and

**WHEREAS**, the new legislation provides for city councils, by ordinance, to prohibit or limit the use of consumer fireworks within their jurisdiction, if determined a public safety risk or a nuisance to neighbors.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of Monticello, Iowa as follows:

**SECTION 1. AMEND CHAPTER \_\_\_\_\_ (FIREWORKS).** The Code of Ordinances of the City of Monticello, Iowa, is amended by repealing Section 41.11.

**SECTION 2. REPEALER.** All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 3. SEVERABILITY CLAUSE.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 4. WHEN EFFECTIVE.** This ordinance shall be effect from and after its final passage, approval and publication as provided by law.

Passed First Reading by the City Council of Monticello, Iowa, on this \_\_\_\_ day of \_\_\_\_, 2017.

**PASSED AND ENACTED** by the City Council of Monticello, Iowa, the \_\_ day of \_\_, 2017.

\_\_\_\_\_  
Dena Himes, Mayor

ATTEST:

\_\_\_\_\_  
Sally Hinrichsen, City Clerk

O'Han#2

ORDINANCE NO. \_\_\_\_\_

**DINANCE AMENDING THE CITY CODE OF NEVADA, IOWA, BY AMENDING CHAPTER 41.11 (FIREWORKS)**

**WHEREAS**, the General Assembly of the State of Iowa has taken measures to allow the sale and use of consumer fireworks in the State of Iowa during specific timeframes and pursuant to applicable state licensure; and

**WHEREAS**, the new legislation provides for city councils, by ordinance, to prohibit or limit the use of consumer fireworks within their jurisdiction, if determined a public safety risk or a nuisance to neighbors.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of Monticello, Iowa as follows:

**SECTION 1. AMEND CHAPTER \_\_\_\_\_ (FIREWORKS).** The Code of Ordinances of the City of Monticello, Iowa, is amended by repealing Section 41.11 and adopting the new section stated as follows:

**41.11 FIREWORKS**

The sale, use or exploding of fireworks within the City is subject to the following:

1. **Definition.** For purposes of this section, definitions are enumerated in the Iowa Code section 727.2, which definitions are incorporated herein by reference.

(Code of Iowa, Sec. 727.2)

**2. Sales - General Requirements.**

A. Prior to any person engaging in the sale of consumer fireworks, the following shall be provided to the fire chief:

- 1) License: Proof of valid license issued from the state fire marshal.
- 2) Liability Insurance: Proof of liability insurance separate from the building property insurance specifically showing coverage of fireworks sales for an aggregate amount of \$2,000,000.
- 3) Fire Inspection: Any property, building, or premise whether it be permanent or temporary, intended for the sale of consumer fireworks shall have an initial fire inspection completed by the fire chief prior to engaging in the sale of consumer fireworks. The fire chief or their designee shall cause an annual inspection to occur meeting the requirements of the National Fire Protection Code 1124 (2006 edition) and the current fire code adopted by the City of Nevada. Inspection Costs shall be assessed as follows:

- a. Permanent Structure where fireworks are sold - Annual inspection fee of \$100.

- b. Temporary or Non-Brick or Mortar Building where fireworks are sold - Annual inspection fee of \$200.

B. Dates of Sale: Consumer fireworks sales shall only be conducted in accordance with dates and times designated by Iowa Code Section 727.2. It shall be unlawful to sell consumer fireworks without meeting the requirements specified in this ordinance, or to sell fireworks outside of the dates specified.

- 1) Approved consumer fireworks sales meeting the requirements of this chapter shall be allowed from an approved permanent structure or building between June 1 and July 8 and from December 10 until January 3.
- 2) Approved consumer fireworks sales meeting the requirements of this chapter shall be allowed from an approved temporary structure between June 13 and July 8.

C. Safety Requirements: The following safety requirements shall be adopted for all locations where consumer fireworks are sold:

- 1) All transportation, storage, and sales of consumer fireworks shall conform to the safety standards set forth by the National Fire Protection Code 1124 (2006 Edition), including but not limited to, those standards concerning separation distance requirements and aggregate weight limits.
- 2) There shall be no more than 1000 lbs of 1.4G consumer fireworks on site at any temporary structure sales location.
- 3) Any permanent structure used primarily for the purpose of consumer fireworks sales shall be located 35 feet from a property line, public roadway, alley, or highway; and 70 feet from an inhabited building.
- 4) Any temporary structure having between 500 and 1000 pounds of total aggregate weight of DOT 1.4 class consumer fireworks shall be located 55 feet from a property line, public roadway, alley, or highway; and 110 feet from an inhabited building.
- 5) Smoking, open flame source, or matches shall not be located within 50 feet where consumer fireworks are sold. The following exemptions apply:
  - a. Lighters and matches may be sold as part of a retail business in commercial structures who engage in other merchandise sales where consumer fireworks are not the primary business.
  - b. Locations that engage in consumer fireworks sales as a primary source of revenue may sell extended lighters so long as lighters are located in a sealed package and not opened within the store premises.
- 6) All electrical wiring shall meet NFPA 70 *National Electrical Code*. Permanent structures or buildings used primarily for consumer fireworks sales shall meet wiring requirements for a hazardous location, including covered light fixtures to avoid sparks upon failure or damage to lights.
- 7) Locations shall maintain a 48-inch clear aisles between consumer fireworks display shelves.
- 8) Locations shall maintain two approved exits for egress during an emergency. All approved exits shall be clearly marked with signage; except that, exit signs shall be illuminated in permanent structures.

9) Consumer fireworks sales shall only be permitted in a single story at grade building or structure to facilitate easy exiting during an emergency.

10) Locations shall have a minimum of two 10 pound ABC rated fire extinguishers mounted in accordance with NFPA 10. Additional fire extinguishers shall be placed in locations to prevent travel distance exceeding 75 feet in order to reach a fire extinguisher.

11) All doors used as service doors outside the view of a clerk shall be locked to prevent unauthorized persons from entering the building unnoticed. If doors are approved exit doors as part of the two approved exits needed, they shall be operable without special tools, keys, or knowledge. Delayed or alarmed egress doors are permitted so long as release is activated within 8 seconds.

12) No persons under the influence of alcohol, drugs, or narcotics, shall be allowed to remain in the business where consumer fireworks are sold as a primary business.

13) No more than one conex container or approved explosive magazine shall be located on site for short-term storage of extra product. All containers shall be properly placarded and equipped with tamper proof locking devices. It is permitted to place containers in a security fenced area.

14) Individual consumer fireworks devices or opened consumer fireworks packages shall not be permitted to be displayed. No open fuses shall be exposed during storage inside a sales location.

15) Consumer fireworks sales shall only be allowed in areas zoned for commercial use.

16) Any person engaged in consumer firework sales in any other zone other than commercial zoned areas shall not be approved for sales within the city limits.

17) No person shall sell a DOT 1.4 class consumer firework to a person under the age of 18.

18) Consumer fireworks shall not be sold to an intoxicated person or to any person whom a reasonable person would believe may be impaired by other substances.

### **3. Fireworks - Discharging General Requirements.**

A. No person under the age of 18 shall discharge a DOT 1.4 class consumer firework without parental supervision.

B. A person shall only discharge a consumer fireworks device on real property they own or on property where consent has been given. Novelties, including snakes, sparklers, or caps, can be discharged on a public place so long as all trash, wrappers, and wires are properly disposed of.

C. Consumer fireworks shall not be discharged by persons showing visible signs of, or determined to be, intoxicated or under the influence of a drug or narcotic.

D. Any person discharging a consumer fireworks device assumes all responsibility for its operation and the consequences thereof. No person shall discharge a consumer

fireworks device in a reckless manner or manner likely to cause death, injury, fire, or property damage.

E. No person shall discharge a consumer fireworks device outside the following dates and hours:

1) June 1 thru July 8 from the hours of 9am until 10pm.

*Exception: discharge hours are extended to 11 pm on July 4th only.*

2) December 10 thru January 3 from the hours of 9am until 10pm.

*Exception: discharge hours are extended to 12:30am on January 1.*

F. It shall be unlawful to alter, remove, or discharge components of a consumer fireworks device from its intended method of discharging.

G. Sky lantern open flame devices are not permitted to be released within the city limits, except if tethered by a retrievable rope so long as the person discharging has control over the sky lantern.

H. The City may, upon application in writing, grant a permit for the display of display fireworks on public property by a City agency, fair associations, amusement parks and other organizations or groups of individuals approved by City authorities when such display fireworks display will be handled by a competent operator. No permit shall be granted hereunder unless the operator or sponsoring organization has filed with the City evidence of insurance in the following amounts:

1) Personal Injury: \$250,000 per person.

2) Property Damage: \$50,000.

3) Total Exposure: \$1,000,000.

**4. Violations.** All violations of any provisions of this Chapter are hereby declared simple misdemeanors and/or municipal infractions. Violations may be prosecuted as either a misdemeanor criminal offense or a municipal infraction at the sole discretion of the fire chief or peace officer. Fines shall be set by resolution of the City Council. Violations of this chapter shall be reported to the state fire marshal.

**5. Exceptions.** This section does not prohibit the sale by a resident, dealer, manufacturer or jobber of such fireworks as are not prohibited; or the sale of any kind of fireworks if they are to be shipped out of State; or the sale or use of blank cartridges for a show or theater, or for signal purposes in athletic sports or by railroads or trucks for signal purposes, or by a recognized military organization. This section does not apply to any substance or composition prepared and sold for medicinal or fumigation purposes.

**SECTION 2. REPEALER.** All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 3. SEVERABILITY CLAUSE.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of

this ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 4. WHEN EFFECTIVE.** This ordinance shall be effect from and after its final passage, approval and publication as provided by law.

Passed First Reading by the City Council of Monticello, Iowa, on this \_\_\_\_ day of \_\_\_\_, 2017.

**PASSED AND ENACTED** by the City Council of Monticello, Iowa, the \_\_\_\_ day of \_\_\_\_, 2017.

\_\_\_\_\_  
Dena Himes, Mayor

ATTEST:

\_\_\_\_\_  
Sally Hinrichsen, City Clerk

City Council Meeting  
Prep. Date: 06/01/17  
Preparer: Doug Herman



Agenda Item: Reports  
Agenda Date: 06/05/2017

**Communication Page**

**Agenda Items Description:** Misc. Reports

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

**Attachments & Enclosures:**


**Fiscal Impact:**

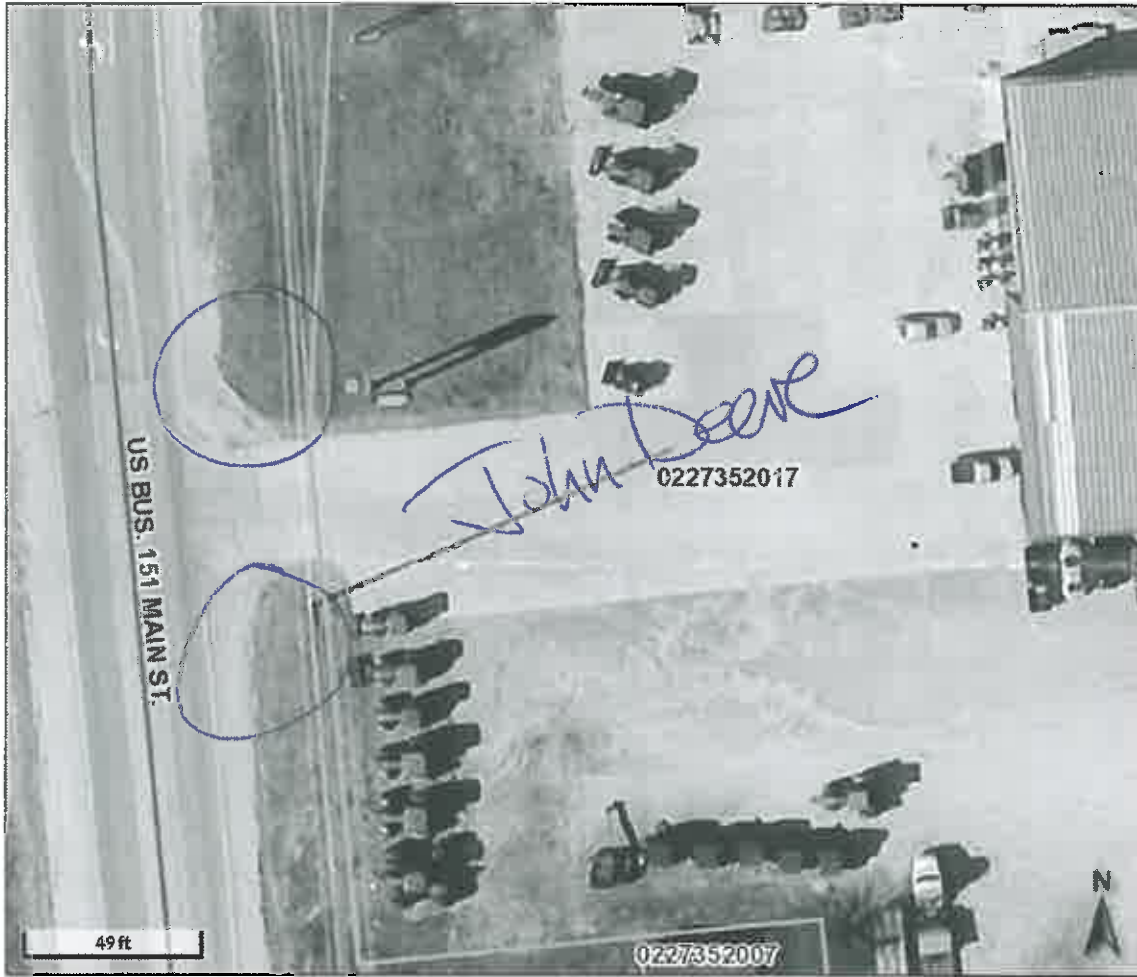
Budget Line Item:

Budget Summary:

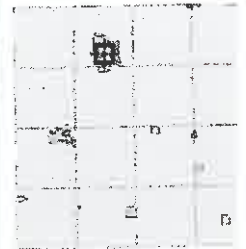
Expenditure:

Revenue:


- John Deere Driveway: John Deere wishes to potentially extend driveway apron into right of way, connecting apron to roadway. I don't see any reason to object but wanted to run it past Council. (See Attached)
- Alliant Outages: We have had three recent lengthy outages in town (around 30 minutes each) and all are likely related to ITC Upgrades. I have requested a time from Alliant as to when the potential outages will be over and have not received it yet. Hopefully by Monday.
- Board Openings: Tree Board; ECIA Board
- Engineer Report (See Attached)
- Letter from Masons Re: Child I.D. Program (See Attached)



**Overview**



**Legend**

- Parcels
- Cartography
- Major Roads

<b>Parcel ID</b>	0227352017	<b>Alternate ID</b>	132200	<b>Owner Address</b>	THREE K PROPERTIES LLC
<b>Sec/Twp/Rng</b>	27-86-03	<b>Class</b>	C		PO BOX 760
<b>Property Address</b>	1047 S MAIN ST	<b>Acreage</b>	n/a		ELKADER IA 52043-0760
	MONTICELLO				
<b>District</b>	MONCO				
<b>Brief Tax Description</b>	27-86-03 MONCRIEF PLACE NLY 178' 4" LOT 1 EXC W 146' S 72' 4"; LOT 2 EXC TRI TR OF N 200'; & PARCEL 97-135 IN SW SW				
	(Note: Not to be used on legal documents)				

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

Date created: 6/2/2017  
 Last Data Uploaded: 6/1/2017 8:08:15 PM

 **Developed by**  
 The Schneider Corporation



## Memorandum

**To:** Doug Herman, Mayor & City Council **Date:** 06/01/17  
**From:** Lindsay Beaman, P.E., Casey Zwolinski, E.I.  
**CC:**  
**RE:** City Engineer's Report

### CITY PROJECTS

#### East South Street Reconstruction:

- Punch list items are completed.
- Following the completion of the project the assessments will need to be finalized. The assessment rates need to be determined by council.

#### H.M.A. Resurfacing (Main Street Rehab):

- Snyder will schedule a pre-construction meeting with the DOT and Eastern Iowa Excavating.
- Eastern Iowa is currently working on the contract documents.
- Snyder has submitted the Construction Engineering services contract amendment.
- ADA sidewalk ramps and curb and gutter work should be completed prior to the Fair. Work is prohibited during the fair. The asphalt work is to be completed after the Fair.

#### East 1<sup>st</sup> Street Bridge:

- Bid letting is scheduled for June 20<sup>th</sup>.
- The late start date for construction is July 24<sup>th</sup> (Monday after the Fair) and should be completed in 2017, but could extend into early 2018. The Contractor will likely be allowed 70 working days for construction. Working days **ARE NOT** the same as calendar days.
- Utility relocates are included with this project. Additional coordination is taking place.

#### Taxiway Improvements:

- Construction is complete with the exception of final punch list items.

#### Airport Hangar:

- The project let on May 31<sup>st</sup>. Schaus-Vorhies Contracting (SVC) was the low bidder. Council action is scheduled for June 5<sup>th</sup>.
- Snyder will submit a funding application to the FAA.
- Construction to begin this fall and finish up in the spring of 2018.

**Water Tower Painting:**

- Water tower tenant coordination and antenna relocation is ongoing.
- The Contractor hopes to start June 12<sup>th</sup> (depending on weather). The project is scheduled to take 90 days (i.e. be complete by mid-September if the Contractor begins in mid-June).



# *Anamosa Lodge No. 46*



*P.O. Box 2587  
Cedar Rapids, IA 52406-2587*

22 May 2017

City of Monticello  
200 East First Street  
Monticello, IA 52310-1501

To whom it may Concern:

On behalf of Anamosa Lodge No. 46, I want to thank you so much for your very generous donation of \$200 to support our Child ID Program efforts. This program provides parents and guardians with a tool they can use to help protect their children. At our Child ID event May 21<sup>st</sup> at the ISU Extension and Outreach Center, we had volunteers collect and record specific information, physical characteristics, DNA samples, and fingerprints of 85 children that was provided to their parents and that may be kept of their homes. If ever needed, this ID Kit will give authorities vital information to assist their efforts to locate a missing child.

All information was collected on loaned to our program and we had great support and turnout from the community of Monticello to help make the event a success. Your donation was used to help pay the cost of the approximately \$ 6.50 in consumable supplies (CD-ROM, DNA Collection swabs, etc.) used for each child.

We believe that this event was a great success and that we provided a service to a large number of parents in our community. We could not have done it without your support.

With Kind Regards,

Richard Bowersox  
Treasurer,  
Anamosa Lodge No. 46

Cc: Paul Feldman