City of Monticello, Iowa

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Posted on September 01, 2017 at 3:15 p.m.

Monticello City Council Regular Meeting September 05, 2017 @ 6:00 p.m. Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

Mayor: Dena Himes City Administrator: Doug Herman

City Council: Staff:

At Large: Dave Goedken City Clerk/Treas.: Sally Hinrichsen
At Large: Brian Wolken, Mayor Pro Tem Public Works Dir.: Brant LaGrange
Ward #1: 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. MinutesAugust21, 2017Approval of PayrollAugust31, 2017

Approval of Bill List

Approval of Tamang Enterprises (Gas Station) Liquor License Approval of Tamang Enterprises (Gas Station) Cigarette Permit

Motions: None

Public Hearing: None

Resolutions:

- 1. **Resolution** to approve Commercial Tax Abatement Application Re: 806 John Drive.
- Resolution to approve and adopt Annual City Street Financial Report for Fiscal Year 2016/2017
- 3. **Resolution** to approve Eastern Iowa Excavating and Concrete, LLC Partial Pay Request #1 Re: 2017 Main Street Rehabilitation Project.
- 4. **Resolution** to approve Utility Service Co., Inc. Partial Pay Request #2 Re: 2017 North Water Tower Repainting Maintenance Project.
- 5. **Resolution** to approve Jones County Solid Waste Management Commission amended 28E Agreement.

- 6. **Resolution** to approve PW Building Roof Replacement project and hiring of contractor for that purpose.
- 7. **Resolution** to approve Oak Street water main replacement and upgrade and hiring of contractor for that purpose.
- 8. **Resolution** to approve Taylor Construction, Inc. Pay Request #1 Re: 2017 E. 1st Street Bridge replacement project.
- 9. **Resolution** to approve proposed naming and numbering of properties located within the City limits and outside the City limits along S. Main Street between E16 on the north and State Highway 151 on the south.
- 10. Resolution to schedule Public hearing on Amendment of Urban Renewal Area and amendment of Urban Renewal Plan to include property commonly known as 218 W. 1st Street within Urban Renewal Area and to include the building demolition and renovation within the Urban Renewal Plan as an authorized project.
- 11. **Resolution** to schedule Public Hearing on Proposed Amendment to Electric Franchise Agreement.
- 12. **Resolution** to approve proposal related to City owned lot located at 224 N. Chestnut Street and to direct staff to negotiate agreement with party associated with chosen proposal.

Ordinances: None

Reports / Potential Action:

- League of Cities Annual Conference
- Urban Chicken training October 12, 2017
- Milkweed Update
- Police Chief Report
- Engineer's Report

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

(Note: After the Adjournment the City Council will travel around the community looking at potential street repair projects and other relevant matters/issues. The Council will be reviewing and inspecting but will not be deliberating and/or taking action. Information gathered / collected will be reviewed at a future City Council meeting before formal action is taken.)

Regular Council Meeting – Official August 21, 2017 - 6:00 P.M. Community Media Center

Mayor Dena Himes called the meeting to order. Council present: Brian Wolken, Johnny Russ and Chris Lux and Council member Tom Yeoman joined the meeting electronically. Also present were City Administrator Doug Herman, City Clerk Sally Hinrichsen and Public Works Director Brant LaGrange. Council members Dave Goedken and Rob Paulson were absent.

Wolken moved to approve the agenda with Agenda Item number 2 being removed as that item had previously been approved by the Council, Russ seconded, roll call unanimous.

During the open forum Tom Harmon addressed the Council in regard to his interest in purchasing city owned property at 224 N. Chestnut. Harmon understood that the Council has requested proposals from interested parties in regard to the purchase and use of the lot and suggested that the Council, in considering those proposals, also consider selling the property by way of a live auction. Russ indicated that the Council was interested in finding the best fit for the neighborhood and would also consider the potential taxable valuation of any improvement. Herman advised that a public hearing would be held before any sale of the property and that the Council would be considering proposals at the September 5th meeting.

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

The Council heard from the new owner of the gas station located at 616 S. Main Street. The City Council discussed signage design and location as well as gas pump and canopy location with the new owner. Romy Tej Pal Kapoor, the new owner, requested that the sign, pumps and canopy be allowed to remain at this time due to the expense of sign removal and replacement and the inability to sell fuel without the pumps and canopy. Wolken moved to allow the pumps and canopy to remain in their current location subject to a written agreement that requires the pumps and canopy to be removed should the business close or fail to sell fuel for a period of time in the future, and to allow the signs to be used at this time allowing the Planning & Zoning Board an opportunity to review the existing signage and signage options, Russ seconded, roll call unanimous.

Lux moved to approve Resolution #17-93 to request Abatement of accrued Property Taxes on property owned by the City of Monticello for public purposes within City limits of the City of Monticello, Russ seconded, roll call unanimous.

Herman reported that the League of Cities Conference will be held in Davenport in September. Council should let Hinrichsen know if interested in attending.

Herman handed out the Engineer's report and a list of possible street repairs prepared by LaGrange.

Herman presented options to the Council with regard to a yard waste site that could be set up to handle yard waste, tree debris and branches, and leaves. The City currently collects all of

these items from the curb and delivers yard waste and leaves to a farmer for composting, with a fee paid to the farmer, and delivers tree related debris to the tree dump, collecting one half of the community each week. Herman believes that the City would need to two acre parcel for this purpose. Resident Kay Junion indicated that many seniors don't have pickups to haul waste to the site and can't afford to hire someone to do it. Resident Gary Pratt questioned the hours the site would be open and if the City would still collect sticks and yard waste separately. Herman explained that it would likely be run as a self-serve program with residents being allowed to take the compost and wood chips free of charge. Council agreed that Herman should continue to collect more information on this topic.

Herman reported the Extension Office is willing to offer Urban Chicken training for a fee or there is online training available for free. Consensus of the Council was to require in-class training.

Wolken moved to adjourn the Council meeting at 6:36 P.M., roll call vote unanimous.

The man and the desired to	
	Dena Himes, Mayor
Sally Hinrichsen, City Clerk	

Regular Council Meeting – Un-official August 21, 2017 - 6:00 P.M. Community Media Center

Mayor Dena Himes called the meeting to order. Council present: Brian Wolken, Johnny Russ and Chris Lux. Council member Tom Yeoman joined the meeting electronically. Also present were City Administrator Doug Herman, City Clerk Sally Hinrichsen and Public Works Director Brant LaGrange. Council members Dave Goedken and Rob Paulson were absent.

Wolken moved to approve the agenda, with the removal of Agenda Item number 2, resolution for a residential tax abatement, as that item had previously been approved by the Council. Russ seconded, roll call unanimous.

During the open forum, Tom Harmon, 234 N Chestnut, addressed the Council regarding his interest in purchasing 224 N Chestnut. He expressed an interest to add on to his residence. He advised neighbor is interested in purchasing part of the lot where garage and possibly using the garage. Harmon questioned the process and if bid is final. Harmon understood that the Council has requested proposals from interested parties in regard to the purchase and use of the lot and suggested that the Council, in considering those proposals, also consider selling the property by way of a live auction. Russ indicated that the Council was interested in finding the best fit for the neighborhood and would also consider the potential taxable valuation of any improvement. Herman advised the Harmon and his neighbor could do a joint proposal and a public hearing would need to be held prior to the sale. Council will consideration all public request or proposals at the September 5th meeting.

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

Herman advised at the last meeting the Council agreed the signage must come into compliance and that the Council would consider whether or not to allow the canopy and pumps to remain in the ROW, at 616 S Main Street. Previous owner Gandharv Kaushal reported the new owners have purchased and closed on the property and would like to be open and operating in 7 to 14 days. Romy Tej Pal Kapoor, the new owner of the gas station, asked Council to allow the station to operate and use the sign, pumps and canopy, due to the expense to remove the sign at this time. Wolken moved to allow the pumps and canopy to stay where they are and to draft an agreement to set a timeline that these would need to be removed if the business closes for a specified amount of time and to allow the sign to remain and to take sign issue to the P & Z for their recommendation, Russ seconded, roll call unanimous.

Romy Tej Pal Kapoor, the new owner, requested that the sign, pumps and canopy be allowed to remain at this time due to the expense of sign removal and replacement and the inability to sell fuel without the pumps and canopy. Wolken moved to allow the pumps and canopy to remain in their current location subject to a written agreement that requires the pumps and canopy to be removed should the business close or fail to sell fuel for a period of time in the future, and to allow the signs to be used at this time allowing the Planning & Zoning Board an

Regular Council Meeting-Official August 7, 2017

opportunity to review the existing signage and signage options, Russ seconded, roll call unanimous.

Lux moved to approve Resolution #17-93 to request Abatement of accrued Property Taxes on property owned by the City of Monticello for public purposes within City limits of the City of Monticello, Russ seconded, roll call unanimous.

Herman reported that the League of Cities Conference will be held in Davenport in September. Council should let Hinrichsen know if interested in attending.

Herman handed out the Engineer's report and a copy of possible street patches and curb & gutter repairs that was compiled by LaGrange.

Herman discussed having a yard waste site to handle garden waste, yard waste, leaves and limbs and branches. Currently the City collects the garden waste, yard waste and leaves in one trip and takes to a farmer to compost and then picks up the limbs and sticks to take to the trees dump, doing half the town each week. City would need to purchase a two acres and run water to the property. Wolken questioned if commercial businesses would be allowed to dump there, possibly for a fee and Herman stated the Council would need to decide on that. Kay Junion, 245 N Arminda Ave state a lot to seniors don't have pickups to haul waste to the site and can't afford to hire someone to do it. Another local resident questioned the hours the site would be open and if the City would still pickup stick and yard waste separately. Herman state it would be run as a self-serve program and residents could take the compost material free of charge. Herman will collect more data on how other communities are doing it and report back to Council.

Herman reported the Extension Office is willing to offer Urban Chicken training for a fee or there is online training available for free. Consensus of the Council was to require in-class training.

Wolken moved to adjourn the Council meeting at 6:36 P.M., roll call vote unanimous.

	Dena Himes, Mayor	
Sally Hinrichsen, City Clerk		

PAYROLL - AUGUST 31, 2017

DEPARTMENT	GROSS PAY	O	T PAY	COMP HRS.	COMP TOTAL	1	NET PAY
AMBULANCE	August 14 - 27, 2017						
Dawn Brus	\$ 781.20	\$		0.00	48.38	\$	568.90
Mary Intlekofer	1,822.80		-	57.00	123.50		1,118.14
C.J. Johnson	1,923.08		27	0.00	0.00		1,209.23
Brandon Kent	2,538.90		716.10	0.00	0.00		1,738.94
Matthew Kunkle	517.50		_	0.00	0.00		397.87
Lori Lynch	1,822.80		₩)	0.00	0.00		993.11
Christopher Moore	496.80		-	0.00	0.00		393.21
Shelly Searles	1,822.80		(a//	0.00	18.00		1,361.40
Brenda Surom	520.80			0.00	0.00		385.40
Christopher Ward	248.40_			0.00	0.00		212.10
TOTAL AMBULANCE	\$ 12,495.08	\$	716.10	57.00	189.88	\$	8,378.30
CEMETERY	August 12 - 25, 2017						
Dan McDonald	\$ 1,572.01 \$ 1,572.01	_\$		0.00	0.00	\$	1,149.95
TOTAL CEMETERY	\$ 1,572.01	\$	-	0.00	0.00	\$	1,149.95
CITY HALL	August 13 - 26, 2017						
Cheryl Clark	\$ 1,630.00	\$	30.00	0.00	0.00	\$	1,069.29
Doug Herman	3,720.71		-	0.00	0.00		2,620.14
Sally Hinrichsen	2,368.18		-	0.00	0.00		1,618.20
Nanci Tuel	1,360.00		<u> </u>	0.00	0.00		1,036.31
TOTAL CITY HALL	\$ 9,078.89	\$	30.00	0.00	0.00	\$	6,343.94
LIBRARY	August 14 - 27, 2017						
Kyle Gassman	\$ 268.52	\$	(2)	0.00	0.00	\$	231.00
Molli Hunter	298.00		196	0.00	0.00		253.47
Penny Schmit	935.20		340	0.00	0.00		676.74
Madonna Thoma-Kremer	643.10		-	0.00	0.00		535.65
Michelle Turnis	1,517.58		- XX	0.00	0.00		1,114.87
TOTAL LIBRARY	\$ 3,662.40	\$	<u>. </u>	0.00	0.00	\$	2,811.73
MBC	August 14 - 27, 2017						
Jacob Oswald	\$ 1,846.15	\$	-	0.00	0.00	\$	1,359.76
Casey Reyner	1,538.46		(40)	0.00	0.00		1,052.39
TOTAL MBC	\$ 3,384.61	\$		0.00	0.00	\$	2,412.15
POLICE	August 14 - 27, 2017						
Dawn Graver	\$ 2,176.01	\$		0.00	0.00	\$	1,508.06
Erik Honda	1,771.46		5.00	0.00	11.25		1,302.58
Jordan Koos	2,051.48		-	1.50	31.50		1,450.63
Britt Smith	2,443.56		-	0.00	0.00		1,742.98
Madonna Staner	1,414.40		1	0.00	0.00		1,049.27
Brian Tate	2,114.16		-	0.00	0.00		1,557.91
Robert Urbain	2,195.38		36.92	0.00	28.50		1,498.53
TOTAL POLICE	\$ 14,166.45	\$	36.92	1.50	71.25	\$	10,109.96
ROAD USE	August 12 - 25, 2017						
Billy Norton	\$ 2,259.76	\$	58.95	0.00	0.00	\$	1,748.12
Wayne Yousse	1,866.76		294.76	0.00	0.00	- —	1,333.36

PAYROLL - AUGUST 31, 2017

DEPARTMENT	GI	ROSS PAY	ļ	OT PAY	COMP HRS.	COMP TOTAL		NET PAY
TOTAL ROAD USE	\$	4,126.52	\$	353.71	0.00	0.00	\$	3,081.48
CANITATION	Arrania	442 25 2047						
SANITATION Michael Bayese	Augus \$	st 12 - 25, 2017	\$	57.15	0.00	0.00	\$	1,070.28
Michael Boyson	Ф	1,581.15	Φ	44.21	0.00	0.00	Φ	1,070.28
Nick Kahler		1,616.22		44.21	0.00	0.00		1,023.70
Chris Taylor TOTAL SANITATION	\$	1,572.00 4,769.37	\$	101.36	0.00	0.00	\$	3,165.76
		·						
SEWER	_	st 12 - 25, 2017	•		0.00	0.00	•	4 440 00
Tim Schultz	\$	1,620.00	\$	3	0.00	0.00	\$	1,113.32
Jim Tjaden	_	1,900.00			0.00	0.00		1,347.02
TOTAL SEWER	\$	3,520.00	\$	(*)	0.00	0.00	\$	2,460.34
SWIMMING POOL	_	st 11 - 24, 2017						
Sophia Ahlrichs	\$	307.31	\$	-	0.00	0.00	\$	274.49
Sydney Ballou		51.00			0.00	0.00		47.10
Rylee Bauer		56.19			0.00	0.00		51.90
Allyson Bartachek		135.00		-	0.00	0.00		120.02
McKenna Bell		235.63		292	0.00	0.00		200.88
Mya Boffeli		261.00		-	0.00	0.00		238.36
Shalya Bronemann		15.30		(%)	0.00	0.00		14.13
Aubree Fairley		76.50		-	0.00	0.00		70.65
Matthew Fokken		151.50		320	0.00	0.00		139.91
Corrine Gadient		50.29		-	0.00	0.00		46.44
Gabriell Gadient		43.50		-	0.00	0.00		40.17
Rachel Gadient		196.25		572	0.00	0.00		181.23
Leah Holub		117.00		-	0.00	0.00		105.20
Ashley Jenkins		309.94		365	0.00	0.00		286.23
Lilly Lambert-Lanczos		314.76		-	0.00	0.00		290.68
Luke Lambert		37.50		250	0.00	0.00		34.63
Madison G. Lambert		72.50		-	0.00	0.00		66.95
Madison L. Lambert		25.38		-	0.00	0.00		23.44
Rileigh Lambert		151.09		5.5	0.00	0.00		133.27
Riley Manternach		43.50		(+)	0.00	0.00		40.17
Justin Martin		177.60		260	0.00	0.00		154.10
Macy McDonough		61.63		-	0.00	0.00		56.92
Taylor McDonough		230.38		527	0.00	0.00		198.57
Jacqueline Petersen		177.86		S	0.00	0.00		164.25
Traci Plummer		30.19		(*)	0.00	0.00		27.88
TOTAL SWIMMING POOL	\$	3,328.80	\$	5#2	0.00	0.00	\$	3,007.57
WATER	Augus	st 12 - 25, 2017						
Brant LaGrange	\$	2,020.38	\$	395	0.00	0.00	\$	1,369.58
Jay Yanda	7	1,820.01	-		0.00	0.00	Ŧ	1,292.15
TOTAL WATER	\$	3,840.39	\$	-	0.00	0.00	\$	2,661.73
TOTAL - ALL DEPTS.	\$	63,944.52	\$	1,238.09	58.50	261.13	\$	45,582.91

ACCOUNTS PAYABLE ACTIVITY CLAIMS REPORT

		VENDOR NAME	REFERENCE	VENDOR Total	CHECK#	CHECK DATE
		ACCOUNTS PAYABLE CLAIMS				
			GENERAL			
			POLICE DEPARTMENT			
		BOSS OFFICE SUPPLIES & SYS INC GAGE JACOBS JOHN DEERE FINANCIAL MIKE ROBERTSON SPAHN & ROSE LUMBER CO INC TRI TECH FORENSICS INC	PD OPERATING 10 PD SUPPLIES 7 PD OPERATING 10 PD SUPPLIES 2 PD SUPPLIES 11	3.76 0.00 7.04 0.00 8.79 4.95		
				4.54		
			STREETS			
		BREEDEN TREE SERVICE EAST JOHN DEERE FINANCIAL LASLEY ELECTRIC LLC	RU STREET SIGNAL MAINTENANCE RU STREET SIGNAL MAINTENANCE 1,91	5.88 3.00		
			STREETS 2,65			
			AQUATIC CENTER			
		ELSMORE SPORTS INC FAREWAY STORES #840-1 HAPPY JOE'S PIZZA & ICE CREAM IA DIV OF LABOR SERVICES JOHN DEERE FINANCIAL LASLEY ELECTRIC LLC ROTO-ROOTER	POOL SUPPLIES/CONCESSIONS 10 POOL CONCESSIONS 13 POOL BOILER INSPECTION 19 POOL EQUIP REPAIR/MAINT 1,35 POOL EQUIP REPAIR/MAINT 5,50	2.44 0.00		
			AQUATIC CENTER 7,83			
			CEMETERY			
		IBEN CONSTRUCTION CO INC JOHN DEERE FINANCIAL		5.00° 8.34		
			CEMETERY 58	3.34		
			ENGINEER			
		SNYDER & ASSOCIATES, INC	ORBIS EXPANSION REVIEW 269	0.00		
			ENGINEER 260	00.0		
			CITY HALL/GENERAL BLDGS			
APCLAIRP	05.24.17			3.47 4.24		OPER: CC

ACCOUNTS PAYABLE ACTIVITY CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR Total	CHECK#	CHECK Date
SPAHN & ROSE LUMBER CO INC	CH BLDG REPAIR/MAINT 6.7			
	CITY HALL/GENERAL BLDGS 84.5			
	GENERAL 11,879.3			
	MONTICELLO BERNDES CENTER			
	PARKS			
BAKER PAPER CO INC CENTRAL IOWA DISTRIBUTING INC JOHN DEERE FINANCIAL NEXT GENERATION PLBG & HTG	MBC BUILDING SUPPLIES 24.20 MBC BLDG REPAIR/MAINT 50.00) ; }		
	PARKS 257.66			
	MONTICELLO BERNDES CENTER 257.66			
	FIRE			
	FIRE			
JOHN DEERE FINANCIAL MONTICELLO FIRE ASSOCIATION	FIRE EQUIP REPAIR/MAINT 47.91 FIRE SERVICES 3,848.00			
	FIRE 3,895.91			
	FIRE 3,895.91			
	AMBULANCE			
	AMBULANCE			
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES 364.43			
	AMBULANCE 364.43			
	AMBULANCE ====================================			
	TRUST FUND/STREET BOND			
	PUBLIC WORKS			
EASTERN IA EXCAVATING&CONCRETE	STREET BOND REFUND 250.00			
	PUBLIC WORKS 250.00			

ACCOUNTS PAYABLE ACTIVITY CLAIMS REPORT

	VENDOR NAME	REFERENCE		ENDOR Fotal	CHECK#	CHECK Date
		TRUST FUND/STREET BOND	250.00			•
		LIBRARY				
		LIBRARY				
		LIB DATA PROCESSING 2, LIB BOOKS	100.00 10.43			
		LIBRARY 2,	110.43			
			110.43			
		AIRPORT				
		AIRPORT				
A	ALLIANT ENERGY-IES	20373 HWY 38 TERMINAL BLDG	714.51			
			714.51			
		AIRPORT	714.51			
		ROAD USE				
		STREETS				
A B B C C C H J K D D N	BARD MATERIALS BEHRENDS CRUSHED STONE CENTRAL IOWA DISTRIBUTING INC CONH CAPITAL HORSFIELD COMPANIES JOHN DEERE FINANCIAL KROMMINGA MOTORS INC DAVID B MCNEILL NEXT GENERATION PLBG & HTG SPAHN & ROSE LUMBER CO INC	WELTER DRIVE STREETLIGHTS RU STORM SEWER REPAIR/MAINT RU STORM SEWER REPAIR/MAINT RU SUPPLIES RU STORM SEWER REPAIR/MAINT RU STREET MAINTENANCE SUPPLIES RU OSHA - EYEWEAR RU EQUIP REPAIR/MAINT RU EQUIP REPAIR/MAINT PUBLIC WORKS BLDG REPAIR/MAINT RU SUPPLIES	160.00 180.82 26.00 172.64 19.80 165.00 94.00 229.44 648.53 .45 202.87 121.42 192.00			
			212.97			
			212.97			
		CAPITAL IMPROVEMENT				
		STREETS				
APCLAIRP 05.24.17		CAP IMP - 2016 S MAIN REHAB 19, Y OF MONTICELLO ***	849.76			OPER: CC

ACCOUNTS PAYABLE ACTIVITY CLAIMS REPORT

 VENDOR NAME	REFERENCE		VENDOR TOTAL	CHECK#	CHECK DATE
	STREETS	19,849.76			
	CAPITAL PROJECTS				
MONK CONSTRUCTION, INC.	AIRPORT HANGAR HAIL REPAIRS	9,490.00			
	CAPITAL PROJECTS	9,490.00			
	CAPITAL IMPROVEMENT	========= 29,339.76			
	BATY DISC GOLF COURSE				
	PARKS				
	HORSE SHOE PIT FENCING BATY DG POSTS	2,500.00 116.00			
	PARKS	2,616.00			
	BATY DISC GOLF COURSE	2,616.00			
	C.C. BIDWELL LIBRARY BOOK				
	LIBRARY				
CENTER POINT PUBLISHING	LIB BIDWELL BOOKS LIB BIDWELL BOOKS LIB BIDWELL BOOKS	293.11 46.74 56.14			
	LIBRARY	395.99			
	C.C. BIDWELL LIBRARY BOOK	========== 395.99			
	WATER				
	WATER				
MONTICELLO POST OFFICE MUNICIPAL SUPPLY INC NEXT GENERATION PLBG & HTG SNYDER & ASSOCIATES, INC USA BLUE BOOK		35.99 956.00 25.98 75.00 1,901.70 202.87 2,725.32 308.16			
		-,=			

ACCOUNTS PAYABLE ACTIVITY CLAIMS REPORT

 VENDOR NAME	REFERENCE		VENDOR Total	CHECK#	CHECK Date
	WATER	6,179.06			
	CUSTOMER DEPOSITS				
	WATER				
CITY OF MONTICELLO MARCIA HUSTON RP JENKINS LLC AUSTIN & JENNIFER SVEJDA MARIELA VALDEZ	Water Deposit Refunds WATER DEPOSIT REFUND WATER DEPOSIT REFUND WATER DEPOSIT REFUND WATER DEPOSIT REFUND	685.17 21.40 13.99 19.86 9.58			
	WATER	750.00	}		
	CUSTOMER DEPOSITS	750.00			
	WATER CAPITAL IMPROVEMENT				
	WATER				
SNYDER & ASSOCIATES, INC	WATER TOWER PAINTING	2,725.32			
	WATER	2,725.32			
	WATER CAPITAL IMPROVEMENT	2,725.32			
	SEWER				
	SEWER				
	SEWER SUPPLIES SEWER SUPPLIES SEWER BLDG REPAIR/MAINT SEWER BLDG REPAIR/MAINT FIRST CLASS PRESORT FEE PUBLIC WORKS BLDG REPAIR/MAINT SEWER EQUIP REPAIR/MAINT	35.99 21.44 8.46 513.35 75.00 202.87 14.80			
	SEWER	871.91			
	SEWER	871.91			
	SANITATION				
	SANITATION				
JOHN DEERE FINANCIAL MONTICELLO POST OFFICE NEXT GENERATION PLBG & HTG	SANITATION SUPPLIES FIRST CLASS PRESORT FEE PUBLIC WORKS BLDG REPAIR/MAINT	29.46 75.00 202.88			

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ACCOUNTS PAYABLE ACTIVITY CLAIMS REPORT

 VENDOR NAME	REFERENCE		VENDOR Total	CHECK#	CHECK DATE
	SANITATION ==	307.34			
	SANITATION	307.34			
**** SCHED TOTAL *****		65,870.67			
***** REPORT TOTAL ****	_	65,870.67			

ACCOUNTS PAYABLE ACTIVITY CLAIMS FUND SUMMARY

F	UND FUND NAME	TOTAL	CHECK#	DATE
005 015 016 023 041 046 110 332 338 502 600	GENERAL 11,879.3 MONTICELLO BERNDES CENTER 257.6 FIRE 3,895.9 AMBULANCE 364.4 TRUST FUND/STREET BOND 250.0 LIBRARY 2,110.4 AIRPORT 714.5 ROAD USE 3,212.9 CAPITAL IMPROVEMENT 29,339.7 BATY DISC GOLF COURSE 2,616.0 C.C. BIDWELL LIBRARY BOOK 395.9 WATER 6,179.0 CUSTOMER DEPOSITS 750.0 WATER CAPITAL IMPROVEMENT 2,725.3 SEWER 871.9 SANITATION 307.3	6 1 3 3 3 1 7 6 6 9 9 9 9		

City Council Meeting Prep. Date: 08/31/17 Preparer: Doug Herman



Agenda Item: Agenda Date: 09/05/2017

Communication Page

Agenda Items Description: Resolution to approve Tax Abatement related to property located at 806 John Drive.

Type of Action Requested: Motion; Resolution; (Ordinance; Report; Publi	c Hearing; Closed Session
Attachments & Enclosures: Proposed Resolution Application	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue:	n/a n/a n/a n/a

<u>Synopsis</u>: Abatement Application filed by Trint Adams Re: Commercial property located at 806 John Drive, Monticello.

<u>Background Information</u>: This Resolution provides the standard commercial property tax abatement as set out in Chapter 10 of the Monticello Code. The new value added by the improvement is eligible for a partial exemption from taxation according to the following schedule:

- 1. Year 1: 75%
- 2. Year 2:65%
- 3. Year 3: 55%
- 4. Year 4: 45%
- 5. Year 5: 35%

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

The City of Monticello, Iowa

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

RESOLUTION #

Approving Next Generation Plbg & Htg Application for Tax Abatement on Improvements to the property located at 806 John Drive, Monticello, Iowa.

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

WHEREAS, Trint Adams has completed and filed an Application for Tax Abatement on his property, a commercially zoned property located at 806 John Drive, Monticello, Iowa, same utilized for commercial/industrial purposes, and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Application for Tax Abatement filed by Trint Adams for Next Generation Plbg & Htg as set forth above, consistent with Chapter 10 of the Monticello Code of Ordinances, said Application bearing the date of 8/18/2017 and being signed by Trint Adams, and further directs the Monticello City Clerk to file same with the Jones County Assessor as prescribed by law.

	IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 5th day of September, 2017.
	Dena G. Himes, Mayor
Attest:	
Sally Hinrichsen, City Clerk	

APPLICATION FOR TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN FOR

MONTICELLO, IOWA

Date <u>8-18-0011</u>
Approval of Improvements Completed
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IndustrialVacan
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General Improvements
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City Council Meeting Prep. Date: 08/31/17 Preparer: Doug Herman



Agenda Item: # Z Agenda Date: 09/05/17

Communication Page

<u>Agenda Items Description:</u> Resolution to approve and adopt City Street Financial Report for fiscal year 2016 / 2017.

Type of Action Requested: Motion; Resolution;	Ordinance; Report; Public Hearing; Closed Session
Attachments & Enclosures: Proposed Resolution City Street Financial Report	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue:

Synopsis: Annual Report required to be filed with the IDOT.

<u>Background Information</u>: City Street report summarizes fiscal year expenditures on City Streets. Same is required by State Law.

<u>Staff Recommendation</u>: City Administrator recommends passage of Resolution approving and adopting the Annual City Street Financial Report for fiscal year 2016/2017.

The City of Monticello, Iowa

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

RESOLUTION #

Approving and Adopting the Annual City Street Financial Report for fiscal year 2016/2017

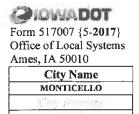
WHEREAS, The City of Monticello is required by the Code of Iowa, Chapter 312, Section 14 to submit a Street Finance Report each year, and

WHEREAS, The Street Finance Report must be filed by September 30 of each year, same outlining a summary of City expenditures related to Roads / Road Use.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve and adopt the Annual City Street Financial Report for fiscal year 2015/2016, and authorizes the Mayor and Clerk to execute same and return same to the IDOT.

	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 th day of September, 2017.
	Dena Himes, Mayor
Attest:	

Sally Hinrichsen, City Clerk



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Cover Sheet

	Now therefore let it be res	olved that the city	council	MONTICELLO (City Name)	, Iowa	
		/05/2017 die /day/year)	d hereby app	prove and adopt the a	nnual	
	City Street Financial Repo	ort from July 1,			(Year)	
Contact Informat	tion					
Name	E-mail Address		Street A	ddress	city	ZIP Code
Sally Hinrichsen	sallyh@ci.montice	llo.ia.us	200 East	First Street	Monticello	52310-1501
Hours	Phone			Extension		Phone(Altenative)
8 am - 5 pm	319-465-35	77				319-465-6435
Preparer Informa						
Name	· · · · · · · · · · · · · · · · · · ·	E-mail Address			Phone	Extension
Sally Hinrichsen		sallyh@ci.monti	icello.ia.us		319-465-3577	
Mayor Informati	on					
Name	E-mail Address		Street A	ddress	city	ZIP Code
Dena Himes	dhimes@ci.montio	ello.ia.us	200 East	First Street	Monticello	52310-1501
Phone 319-465-3577	Extension					
		Resolution Num	ber			
	Signature	Mayor		Signature City	Clerk	

Form 517007 {5-2017} Office of Local Systems Ames, IA 50010 City Name MONTICELLO

City Street Financial Report

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Summary Statement Sheet

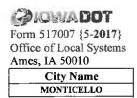
Column 1 Column 2 Column 3 Column 4
Road use Other Steeet Street Debt Totals
Tax Fund Monies

Column 1 Road use Column 2 Column 3 Other Steeet Street Debt

Column 4 Totals

Tax Fund Monies

	I AX FUIIU	Monies			1	ax rung i	vionies		
R	lound Figures	to Nearest Dolla	ars		Ro	ound Figures t	o Nearest Dolla	rs	
A.BEGINNING BALA	NCE				EXPENSES				
1 July 1 Balance	\$405,656	\$955,468	\$0	\$1,361,124	D. Maintenance			*************************************	
Adjustments (Note on Explanation Sheet)	\$0	\$0	\$0	\$0	RoadWay Maintenance Snow and Ice Removal	\$222,101 \$20,060	\$80,373 \$0	\$0 \$0	\$302,474 \$20,060
3 Adjusted Balance	\$405,656	\$955,468	\$0	\$1,361,124	E.Construction, Reco	nstruction	and Improve	ments	
B. REVENUES					1 Engineering	\$0	\$161,844	\$0	\$161,844
1 Road Use Tax	\$471,249			\$471,249	2 Right of Way Purchased	\$0	\$0	\$0	\$0
2 Property Taxes 3 Special		\$64,737 \$8,625	\$627,189 \$0	\$691,926 \$8,625	3 Street/Bridge Construction	\$0	\$755,675	\$0	\$755,675
Assessments					4 Traffic Services	\$0	\$0	\$0	\$0
4 Miscellaneous	****	\$166,073	\$0	\$166,073	F. Administration	\$107,490	\$0	\$0	\$107,490
5 Proceeds from Bonds, Notes, and Loans		\$0	\$0	\$0	G. Equipment	\$6,128	\$0	\$0	\$6,128
6 Interest Earned		\$5,729	\$0	\$5,729	H. Miscellaneous		\$0	\$1,140	\$1,140
7. Total Revenues	\$471,249	\$245,164	\$627 189	\$1,343,602	J. street Debt				
(Lines B1 thru B6)					Bonds, Notes and Loans -Principal Paid	\$0	\$0	\$579,300	\$579,300
C. Total Funds Available	\$876,905	\$1,200,632	\$627,189	\$2,704,726	2 Bonds, Notes and Loans - Interest Paid	\$0	\$0	\$46,749	\$46,749
(Line A3 + Line B7)					TOTALS				
					K. Total Expenses (Lines D thru J)	\$355,779	\$997,892	\$627,189	\$1,980,860
					L Ending Balance (Line C-K)	\$521,126	\$202,740	\$0	\$723.866
					M. Total Funds Accounted For (K + L = C)	\$876,905	\$1,200,632	\$627,189	\$2,704,726

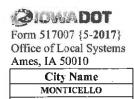


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Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
121State Reimbursement	\$9,284.00	\$0.00
170Reimbursements (misc.)	\$1,491.00	\$0.00
124Iowa DOT	\$14,469.00	\$0.00
112Utility Revenue	\$40,829.00	\$0.00
194General Fund Transfers	\$100,000.00	\$0.00
Line B4 Totals	\$166,073.00	\$0.00

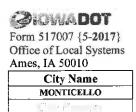
Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
240Administrative Costs (Printing, Legal Fees, etc.)	\$0.00	\$1,140.00
Line H Totals	\$0 00	\$1,140.00



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Bonds, Notes and Loans Sheet

New Bond ?	Dabt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
	General Obligation	Street Improvements	112	06/28/2012	\$720,000	49	2019	\$300,000	\$100,000	\$5,400	\$49,000	\$2,646	\$200,000
	General Obligation	Street Improvements	113	10/21/2014	\$1,595,000	40	2024	\$1,400,000	\$120,000	\$31,875	\$48,000	\$12,750	\$1,280,000
	General Obligation	Street Improvements	114	04/18/2016	\$2,640,000	82	2026	\$2,640,000	\$470,000	\$30,614	\$385,400	\$25,103	\$2,170,000
	General Obligation	Paving & Construction	301	07/06/2011	\$1,145,000	57	2019	\$525,000	\$170,000	\$10,965	\$96,900	\$6,250	\$355,000
		New	Bond Totals		\$0	\$0	Totals	\$4,865,000	\$860,000	\$78,854	\$579,300	\$46,749	\$4,005,000



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Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

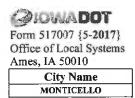
Check here if there are no entities for this year

Project Final Costs Sheet (Section A)

1 Project Number	2 Estimated Cost	3 Project Type	4 Public Letting?	5 Location/Project Description (limits, length, size of structure)
1 Clolect Hamber	A. Labinated Oval	D 1 toject type	14.1 GONG Letting	o Loozton Project Description (mints, length, size of structure)

Project Final Costs Sheet (Section B)

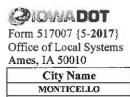
1 Project Number	6 Contractor Name	7 Contract Price	8 Additions/ Deductions	9 Labor	10 Equipment	11 Materials	12 Overhead	13 Total
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Road/Street Equipment Inventory Sheet

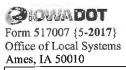
ocal Class D #	2 Model Year	3 Description	Purchase	5 Lease Cost	/Unit	6 Rental Cost	/Unit	7 Used On Project this FY?	8 Status
	2011	International 7300 Dump Truck	\$71,000	\$0		\$0		No	NOCH
	2009	Schwartz Patch Machine Distributor	\$48,550	\$0		\$0		No	NOCH
	2009	New Holland Backhoe B95B	\$53,068	\$0		\$0		No	NOCH
	2006	Tymco Street Sweeper	\$123,392	\$0		\$0		No	NOCH
	2001	Ford F550 Lift truck	\$40,000	\$0		\$0		No	NOCH
	1997	Ford Dump Truck	\$46,061	\$0		\$0		No	NOCH
_	2003	International 7300 SFA Dump Truck	\$62,870	\$0		\$0		No	NOCH
<u> </u>	1996	Bomag BMRO-30 Street Roller	\$20,000	\$0		\$0		No	NOCH
	2001	GMC Dump Truck	\$60,799	\$0		\$0		No	NOCH
	2013	International Dump Truck	\$122,495	\$0		\$0		No	NOCH
	1987	John Deere 4450	\$0	\$0		\$4,500	/Year	No	NA
	2013	New Holland L220 Skid Loader	\$30,300	\$0		\$0		No	NOCH
	2015	420 IT Backhoe, with loader bucket & forks	\$0	\$0		\$2,869	/Week	No	NA
	2016	C190 Track Loader, with tree puller and Grapple bucket	\$0	\$0		\$560	/Day	No	NA



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Explanation Sheet

Comments	 ·	
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Monthly Payment Sheet

Month	Road Use tax Payments
July	\$35,327.82
August	\$51,912.93
September	\$48,955.02
October	\$37,737.28
November	\$42,347.46
December	\$35,100.40
January	\$42,360.17
February	\$44,316.01
March	\$37,412.64
April	\$26,588.13
May	\$29,848.80
June	\$39,342.73
Totals	\$471,249.39

City Council Meeting
Prep. Date: 08/31/17
Preparer: Doug Herman



Agenda Item: # 3 Agenda Date: 09/05/17

Communication Page

<u>Agenda Items Description:</u> Resolution to approve Eastern Iowa Excavating and Concrete Pay Request #1, Re: 2017 Main Street H.M.A. Resurfacing Project.

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session								
Attachments & Enclosures:	Fiscal In Budget L		,					
Resolution	Budget Summary: Expenditure: Revenue:	Main Street Resurfacing						
Pav Estimate/Request #1		\$360,822.49						

Synopsis: Approval of Eastern Iowa Pay Request #1 related to Main Street resurfacing project.

<u>Background Information</u>: Eastern Iowa submits its' first pay request associated with the Main Street resurfacing project. The City Engineer has reviewed the pay request and recommends that it be approved.

The total value of completed work comes in at \$379,813.15.

Division 1 of the project reflects the City portion: \$248,427.61 Division 2 of the project reflects the State portion: \$245,075.93

After withholding retainage in the amount of \$18,990.66 the amount recommended for payment totals \$360,822.49. (The City will file for reimbursement from the State in the amount of \$163,628.74 after making this payment.)

Recommendation: I recommend that the Council approve the proposed Resolution authorizing payment to Eastern Iowa Excavating & Concrete in the amount of \$360,822.49.

The City of Monticello, Iowa

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

RESOLUTION #17-

Approving Pay Request #1 in the amount of \$360,822.49 submitted by Eastern Iowa Excavating & Concrete Re: 2017 Main Street H.M.A. Resurfacing Project.

WHEREAS, Eastern Iowa Excavating & Concrete, Inc. contracted with the City and the IDOT to perform specified improvements to Main Street between South Street and 3rd Street, and WHEREAS, Eastern Iowa has submitted their 1st pay request in the amount of \$360,822.49 which reflects 5% retainage, with total retainage held to date after this payment in the amount of \$18,990.66, and WHEREAS, The project is divided into two divisions as shown by the Application for Partial Payment with Division 1 representing the City share of the project and Division 2 representing the State share of the project, and WHEREAS, The City is required to make the full payment due at this time and to thereafter request reimbursement from the IDOT for their share which totals \$163,628.74 after reducing the IDOT share by the Division 2 retainage totaling \$8,612.04, and WHEREAS, The City Engineer has reviewed pay request #1 and recommends its approval. NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve Pay Request #1 submitted by Eastern Iowa Excavating & Concrete, Inc. Re: 2017 Main Street H.M.A. Resurfacing Project and authorizes payment

in the amount of \$360,822.49, maintaining a 5% retainage in the amount of \$18,990.66.

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 5th day of September, 2017.

	Dena Himes, Mayor	
Attest:		

Sally Hinrichsen, City Clerk



August 30, 2017

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

Subject: Application for Partial Payment No. 1

H.M.A. Resurfacing

Snyder & Associates Project # - 115.0339.08

Contractor: Eastern Iowa Excavating & Concrete, LLC

Dear Council:

Enclosed for your review and approval is the Application for Partial Payment No. 1 from Eastern Iowa Excavating & Concrete, LLC for the project referenced above (paper copies will be delivered at the September 5th Council Meeting). We have reviewed the pay application and find it to be in agreement with the work completed to date. We, therefore, recommend approval of Application for Partial Payment No. 1 for this project in the amount of \$360,822.49 to Eastern Iowa Excavating & Concrete, LLC.

If you have any questions or comments regarding this project, please feel free to contact me. I plan to attend the next Council Meeting on Tuesday, September 5th if you prefer to go over any questions or concerns you may have at that time.

Sincerely,

SNYDER & ASSOCIATES, INC.

Patrick Schwickerath, P.E.

Allith Brussmal

Project Manager

Encl. Application for Partial Payment No. 1 (Five copies)

Cc: Lynne White, Eastern Iowa Excavating & Concrete, LLC

APPLICATION FOR PARTIAL PAYMENT NO. 1

PROJECT: H.M.A. Resurfacing SB/S&A PROJECT NO .: 115.0339.08 OWNER: City of Monticello IOWA DOT PROJECT NO .: STPN-038-3(55)-2J-53 CONTRACTOR: Eastern Iowa Excavating & Concrete, LLC ADDRESS: 121 Nixon Street SE, PO Box 189 Cascade, IA 52033-0189 DATE: August 30, 2017 PAYMENT PERIOD: 07/31/17 to 08/29/17 1. CONTRACT SUMMARY: Original Contract Amount - Division 1: \$ 248,427.61 CONTRACT PERIOD: Original Contract Amount - Division 2: \$ 245,075.93 Letting Date: May 3, 2017 493,503.54 Original Contract Amoun - Total: Late Start Date: 8/14/2017 Net Change by Change Order: Original Calendar Days: 80 Contract Amount to Date: \$ 493,503.54 Current Calendar Days: 29 2. WORK SUMMARY: as of 08/25/17 Total Work Performed to Date - Division 1: \$ 207,572.36 Total Work Performed to Date - Division 2: 172,240.78 Total Work Performed to Date: 379,813.15 Retainage - Division 1: 5% 10.378.62 Retainage - Division 2: 5% 8.612.04 Retainage Total: 5% 18.990.66 Liquiddated Damages: \$750/day for 0 days 197,193.75 Total Earned Less Retainage - Division 1: Total Earned Less Retainage - Division 2: 163.628.74 Total Earned Less Retainage: 360.822.49 Less Previous Applications for Paymen - Division 1: Less Previous Applications for Paymen - Division 2: Less Previous Applications for Payment - Total: AMOUNT DUE THIS APPLICATION - DIVISION 1: 197,193.75 AMOUNT DUE THIS APPLICATION - DIVISION 2: 163,628.74 AMOUNT DUE THIS APPLICATION - TOTAL: \$ 360,822.49 3. CONTRACTOR'S CERTIFICATION: The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances Eastern Iowa Excavating & Concrete, LLC CONTRACTOR DATE: Ву **ENGINEER'S APPROVAL:** Payment of the above AMOUNT DUE THIS APPLICATION is recommended: Snyder & Associates, Inc. ENGINEER DATE: Ву 5. OWNER'S APPROVAL

DATE:

City of Monticello OWNER

Ву

APPLICATION FOR PARTIAL PAYMENT NO. 1

PROJECT: H.M.A. Resurfacing

OWNER: City of Monticello IOWA DOT PROJECT NO: STPN-038-3(55)--2J-53 CONTRACTOR: Eastern lowa Excavating & Concrete LLC ADDRESS: 121 Nixon Street SE, PO Box 189 Cascade, IA 52033-0189 **DATE: August 30, 2017** PAYMENT PERIOD: 07/31/17 to 08/29/17 1. CONTRACT SUMMARY: \$ 248,427,61 Original Contract Amount - Division 1: CONTRACT PERIOD: 245,075,93 Original Contract Amount - Division 2: Letting Date: May 3, 2017 Original Contract Amoun - Total: 493,503.54 Late Start Date: 8/14/2017 Net Change by Change Order: Original Calendar Days: Contract Amount to Date; \$ 493,503,54 Current Calendar Days: 29 2. WORK SUMMARY: as of 08/25/17 \$ 207,572,36 Total Work Performed to Date - Division 1: Total Work Performed to Date - Division 2: 172,240,78 Total Work Performed to Date: 379,813,15 Retainage - Division 1: 5% 10,378,62 Retainage - Division 2: 8,612.04 Retainage Total: 5% 18,990.66 Liquiddated Damages: \$750/day for 0 days Total Earned Less Retainage - Division 1: \$ 197,193.75 Total Earned Less Retainage - Division 2: 163,628,74 Total Earned Less Retainage: 360 822.49 Less Previous Applications for Paymen - Division 1: Less Previous Applications for Paymen - Division 2: Less Previous Applications for Payment - Total AMOUNT DUE THIS APPLICATION - DIVISION 1: \$ 197,193.75 AMOUNT DUE THIS APPLICATION - DIVISION 2: S 163,628.74 AMOUNT DUE THIS APPLICATION - TOTAL: 360,822.49 3. CONTRACTOR'S CERTIFICATION: The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from DWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and (2) title to all materials and equipment incorporated in said Work or otherwise listers in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances Eastern lowe Excavating & Concrete, LLC **ENGINEER'S APPROVAL:** Payment of the above AMOUNT DUE THIS APPLICATION is recommended: Snyder & Associates, Inc. OWNER'S APPROVAL City of Monticello OWNER

DATE:

SB/S&A PROJECT NO.

115.0339.08

By

DETAILED ESTIMATE OF WORK COMPLETED - DIVISION 1:

тем			QUANTI	TY	 		TOT41	I IMPORTANT	101 STEE			_
NO.	DESCRIPTION OF WORK	EST		THIS PERIOD	UNIT	UNIT PRICE	TOTAL COST	PREVIOUS	MPLETED THIS PERIOD	TOTAL COMPLETED	%	c
	EXCAVATION, CLASS 10, WASTE	6.00	6.00	6.00	CY	548.50				\$ 291.00	100%	Τ
2	TOPSOIL, FURNISH AND SPREAD	8.00			CY	\$44.00			\$ -	\$ -	0%	Ι
	MODIFIED SUBBASE	27.00	45.17	45.17	CY	\$88.40	\$ 2,386.8		\$ 3,993.03	\$ 3,993.03	157%	Ι
	CLEANING AND PREPARATION OF BASE	0.32	0.16	0.16	MILE	\$11,500.00				\$ 1,840.00	50%	Τ
	PATCHES, FULL-DEPTH REPAIR	149.30	206.61	206.61	SY	\$112.00	\$ 16,721.60		\$ 23,140.32	\$ 23,140.32	138%	Ι
	REMOVAL OF CURB	3.12	5.42	5.42	5TA	\$3,700.00	\$ 11,544.0			\$ 20,054.00	174%	Ι
	PAVEMENT SCARIFICATION	7,516.70	8,063.72	8,063.72	SY	\$1.85	\$ 13,905.9			\$ 14,917.88	107%	Ι
	TRAFFIC SIGNALIZATION	1.00			LS	\$18,500.00	\$ 18,500.00			\$ -	0%	Ι
9	SUBBASE (PATCHES)	149.30	206,61	206.61	SY	\$27.35	\$ 4,083.30	\$ ·	\$ 5,650.78	\$ 5,650.78	138%	Ι
10	HOT MIX ASPHALT HIGH TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	634.30	697.31	697.31	TON	\$48.00	\$ 30,446.46	\$ -	\$ 33,470.88	\$ 33,470.88	110%	
11	HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	655.40	327.70	527.70	TON	\$48.00	\$ 31,459.20	s -	\$ 15,729.60	\$ 15,729.60	50%	Ī
12	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC	77.3C	54.11	54.11	TON	\$425.00	\$ 32,852.50	\$ -	\$ 22,996.75	\$ 22,996.75	70%	†
	HOT MIX ASPHALT PAVEMENT SAMPLES	D.50	0.25	0.25	LS	\$650.00	\$ 325.00	\$ -	\$ 152.50	\$ 162.50	50%	T
	REMOVAL, AS PER PLAN				LS	\$1,050.00		\$.	\$ -	\$ -		T
	MANHOLE ADJUSTMENT, MINOR	5.00	3.50	3.50	EACH	\$955.00				\$ 3,342.50	70%	Τ
16	MANHOLE ADJUSTMENT, MAJOR	1.00		0.00	EACH	\$1,850.00	\$ 1,850.00	5 -	\$	5 -	0%	Т
	INTAKE ADJUSTMENT, MINOR	1.00	1.00	1.00	EACH	\$1,150.00	\$ 1,150.00	5 -	5 1,150.00	\$ 1,150.00	100%	T
18	INTAKE ADJUSTMENT, MAJOR	2.00	1.00	1.00	EACH	\$2,025.00	\$ 4,050.00	\$ -	\$ 2,025.00	\$ 2,025.00	50%	Т
	REMOVAL OF SIDEWALK				5Y	\$24.00	\$ -	\$ -	\$ -	s		Т
	SIDEWALK, P.C. CONCRETE, 4 IN.				SY	\$41.00		\$ -	\$ -	\$ -		T
	SIDEWALK, P.C. CONCRETE, 6 IN.				Ş¥	\$57.30		ş -	s	\$		Ţ
	DETECTABLE WARNINGS				SF	\$42.50		<u>s</u> -	\$ -	\$ -		T
	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	284.70	542.00	542.00	LF	\$44.00			\$ 23,848.00	\$ 23,848.00	190%	T
24	CURB AND GUTTER, P.C. CONCRETE, 3.0 FT.	29.30			Ŀ	\$47.50		\$.	\$ -	\$ -	0%	Т
	HANDHOLES AND JUNCTION BOXES				EACH	\$1,800.00		\$ ·	\$ -	\$ -		Γ
	REMOVE AND REINSTALL SIGN AS PER PLAN	5.00			EACH	\$160.00		\$.	\$ -	\$ -	0%	Г
27	REMOVAL OF TYPE A SIGN	9.00			EACH	\$54.00			\$	\$ -	0%	Т
28	PERFORATED SQUARE STEEL TUBE POSTS	172.50			LF	\$10.50	\$ 1,811.25	\$	\$ -	\$ -	0%	Γ
29	PERFORATED SQUARE STEEL TUBE POST ANCHOR, TRIANGULAR SUP BASE ASSEMBLY	16.00			EACH	\$138.00	\$ 2,208.00	\$ -	s -	\$ -	0%	Γ
30	TYPE A SIGNS, SHEET ALUMINUM	69.00			SF	\$13.00	\$ 897.00	\$.	\$	\$ -	0%	t
31	INSTALL TYPE A SIGN	11.00			ÉACH	\$55.00	\$ 605.00	\$ -	\$ -	\$ -	0%	t
	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT- BASED	138.98	58.96	58.96	STA	\$9.50	\$ 1,320.31	\$	\$ 560.12	\$ 560.12	42%	T
	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT- BASED	23.00			EACH	\$110.00	\$ 2,530.00	\$ -	\$ -	\$ -	0%	t
34	PAVEMENT MARKINGS REMOVED	12.15			5TA	\$175.00	\$ 2,126.25	s -	s -	s -	0%	t
35	SYMBOLS AND LEGENDS REMOVED	2.00			EACH	\$112.00				- 5	0%	t
36	TRAFFIC CONTROL	0.50	0.25	0.25	LS	\$9,500.00			\$ 2,375.00		50%	÷
37	FLAGGERS	40.00	26.50	26.50	EACH	\$450.00			\$ 11,925.00		66%	+
38	MOBILIZATION	0.50	0.50	0.50	LS	\$38,000.00			\$ 19,000.00		100%	۲
39	VALVE BOX EXTENSION	9.00	5.50	5.50	EACH	\$200.00	\$ 1,800.00	5 -		\$ 1,100.00	61%	٢
40	MULCHING, BONDED FIBER MATRIX	0.01			ACRE	\$31,000.00	\$ 310.00	\$ -		\$	0%	t
	SEEDING AND FERTILIZING (URBAN)	0.01			ACRE	\$73,000.00	\$ 730.00	\$ -		š -	0%	t
42	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	34.00			LF	\$3.50	\$ 119.00		*	\$ -	0%	T
43	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	34.00			LF.	\$1.75	\$ 59.50	\$ -	\$ -	ş -	0%	t
\Box												İ
				TOTALO	niceta i a	L CONTRACT =	\$ 250.227.61		THIS PERIOD \$ 207,572.36		83%	

1. DETAILED ESTIMATE OF WORK COMPLETED - DIVISION 2:

City Council Meeting
Prep. Date: 08/31/17
Preparer: Doug Herman



Agenda Item: # 4 Agenda Date: 09/05/17

Communication Page

Agenda Items Description: Resolution to approve Utility Service Co., Inc. Partial Pay Request #2 Re: 2017 North Water Tower Repainting Maintenance Project.

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session									
Attachments & Enclosures:	Fiscal Impact:								
Resolution	Budget Line Item: Budget Summary:	Water Tower Cap. Project							
Pav Estimate/Request #2	Expenditure:	\$183,692.00							
	Revenue:								

Synopsis: Approval of Utility Services Co., Inc. Pay Request #2 related to 2017 North Water Tower Repainting Project.

<u>Background Information</u>: Utility Service Co. submits its' second pay request associated with the North Water Tower repainting project. The City Engineer has reviewed the pay request and recommends that it be approved.

The total value of completed work comes in at \$386,580.00, with total retainage after this payment coming in at \$19,329.

The City previously paid \$183,559 and the current payment due totals \$183,692. The remaining balance to be paid after this payment is equal to the retainage, \$19,329, the overall project coming in \$8,820 under budget. (Less tank repair work than originally estimated.)

Recommendation: I recommend that the Council approve the proposed Resolution authorizing payment to Utility Services Co., Inc. in the amount of \$183,692.

The City of Monticello, Iowa

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

RESOLUTION #17-___

To Approve Pay Request #2 to Utility Service Company, Inc. Re: Water Tower Project in the amount of \$183,692.

County, Iowa; and

WHEREAS,

The City of Monticello, Iowa is an incorporated city within Jones

WHEREAS,	Utility Service Company, Inc. contracted with the City to sand blast, prime, and paint the water tower on W. 1st Street, and
WHEREAS,	Utility Service Company, Inc. has submitted their second pay request which discloses total work completed to date in the amount of \$386,580, which after reducing same by prior payment(s) and retainage results in a current balance due in the amount of \$183,692, leaving a balance due equal to the retainage in the amount of \$19,329, and
WHEREAS,	The Council finds that the pay request is supported by the work completed and that the City Engineer has recommended approval of said pay request.
Iowa does hereby ap	EFORE, BE IT RESOLVED that the City Council of Monticello, prove the second pay request from Utility Service Company, Inc., it 92, same reflecting the maintenance of a 5% retainer in the current
	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 5th day of September 2017.
	Dena Himes, Mayor
Attest:	
Sally Hinrichsen, Cit	zy Clerk



August 29, 2017

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

RE: Pay Request #2

North Water Tower Repainting Maintenance Project

S & A Project # - 116.0022.08 Contractor: Utility Service Co., Inc.

Dear Council:

Enclosed for your review and approval is Pay Request #2 from Utility Service Co., Inc. for the project referenced above. We have reviewed the pay estimate and find it in agreement with the work completed to date. We, therefore, recommend approval of Pay Request #2 for this project in the amount of \$183,692.00 to Utility Service Co., Inc.

If you have any questions or comments regarding this project, please feel free to contact me. Patrick Schwickerath, P.E. will plan to attend the next Council Meeting on Tuesday, September 5th if you prefer to go over any questions or concerns you may have at that time. Patrick will also provide an overall project update during the meeting.

Sincerely,

SNYDER & ASSOCIATES, INC.

A.J. Barry, E.I. **Project Engineer**

Enclosure: Pay Request #2

cc: J. Ross Smith, P.E., Utility Service Co., Inc.

Application and Certificate for Payment		AlA Document G702		Page 1 of 2		
Owner: Engineer:	er: Snyder & Associates, Inc Att: Andrew Barry		Application No: Period To:	8/29/2017	• *******	:
		ing Street SW, Suite A, irds, IA 52404	Proj #: SR#:	136637 809299		X
Project:	2017 North	Water Tower Repainting and Maintenance Project		Remit To:	UTILITY SERVICE CO., INC	
From Contractor: SUEZ WATER ADVANCED SOLUTIONS UTILITY SERVICE CO., INC. P.O. BOX 1350		UTILITY SERVICE CO., INC. P.O. BOX 1350			PO BOX 674233 DALLAS, TX 75267-4233	
		PERRY, GA 31069				

Contractor Application for Payment

Application is made for payment as shown in connection with the Contract Continuation Sheet, AIA Document G703

1	Original Contract Sum	\$	395,400.00
2	Net Changes by Change Order	\$	
3	Contract Sum to Date	\$	396,400.0
4	Work Completed to Date	\$	386,580,0
5	Stored Materials	\$	· .
- 1	Total Completed & Stored to Date: (Column G on 6703)	\$	386,580.0
7	Retainage:		
	a.5% of Completed Work	\$	19,329.0
	b. % of Stored Material (Column F on G703)	\$	
	Total Retainage	ş	19,329.0
8	Total Earned Less Retainage	\$	387,251.0
9	Less Pravious Certificates for Payment	\$	183,559.0
10	Ourrent Payment Due	8	183,692.0
11	Balance To Finish, Including Relainage	2	28,149,0

Change Order Summary	Additions	Deductions
Total changes approved in previous month by Owner	\$0.00	\$0.00
Total approved for this month	\$0.00	\$0.00
Totals	\$0.00	\$0.00
Net Changes by Change Order	\$0.0	X

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work Covered by the Application for Playment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is

01.5	
Contractor: Suez Water Advanced Solblions (Utility Service	B Co. Inc.)
By: A - A - C State C	
Notary: COUNTY NOTE:	Dete: 8/29/2017
State of: Georgia	Title: Project Engineer
County of: Peach	•
Subscribed and sworn to before me this the	LIQUIT 2017
	ASSESAL CRISTYL SHITH
Engineer's Certificate for Payment	A Notary Public - State of Geo
in accordance with the Contract Documents, based on on-site observations a	nd the data comprising the Peach County

and belief the Work has progressed as indicated, the quality to the Work is in accordance with the Collection. Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: 153, 692.00

(Atach explanation is essount certified differs form the essount applied for, NYTIAL ALL figures on this

(Association and on the Continuation of the Annual Service Ser payment and acceptance of payment are without prejudice to any right Of the Owner or Contractor under this Contract.)

Continuation Sheet

AIA Document G703

Page 2 of 2

AIA Documents G 702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached in tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

City of Monticello, IA

Application No: 2
Application Date
Period To: 8/29/2017
Proj #: 136637
SR#: 809299

Α	В	С	D	E	F	G		Н	1
	Work Completed								
Item #	Description of Work	Scheduled Value	From Previous Application (D+E)	This Period	Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G/C)	Salance to Finish	Retainage (If Variable Rate)
1.A	Interior surface preparation & prime cost	\$ 45,300.00	\$ 40,770.00	\$ 4,530.00	\$ -	\$ 45,300.00	100%	\$ -	\$ 2,265.00
1.B	Interior final coat	\$ 30,200.00	\$ -	\$ 30,200.00	\$ -	\$ 30,200.00	100%	\$ -	\$ 1,510.00
1.C	Exterior surface preparation and prime coat	\$ 93,500.00	\$ 70,125.00	\$ 23,375.00	S -	\$ 93,500.00	100%		\$ 4,675.00
1.D	Exterior intermediate cost	\$ 31,200.00	\$ -			\$ 31,200.00	100%		\$ 1,560.00
1.E	Exterior finish coet	\$ 62,100.00	\$ -	\$ 62,100.00		\$ 62,100.00	100%		\$ 3,105.00
1.F	Containment	\$ 103,100.00	\$ 77,326,00	\$ 25,775.00		\$ 103,100.00	100%		\$ 5,155.00
2	Tank repairs (80 hr @ \$250/hr)	\$ 20,000.00		\$ 11,180.00		\$ 11,180.00	56%		\$ 559.00
3	North water tower tenant coordination	\$ 5,000.00	\$ 5,000.00	\$ "	\$ -	\$ 5,000.00	100%		\$ 250.00
4	Painting - 1 "Monticello" logo	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	100%	3 -	\$ 250.00
			 	4 4	 	1.			
	Totals	\$ 395,400.00	\$ 193,220.00	\$193,360.00	\$ -	\$ 386,580.00	98%	\$ 8,820.00	\$19,329.00

City Council Meeting Prep. Date: 08/31/17 Preparer: Doug Herman



Agenda Item: # S Agenda Date: 09/05/17

Communication Page

Agenda Items Description: Resolution to approve Jones County Solid Waste Management Commission amended 28E Agreement.

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session					
Attachments & Enclosures: Resolution Amended Agreement	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue:				

Synopsis: Landfill Commission Agreement proposed to be amended to remove Center Junction as a member due to its disincorporation as a City.

<u>Background Information</u>: Proposed amended agreement only "corrects" the agreement by removing Center Junction as a member which makes sense as they are no longer a City. I think other amendments to the agreement should also be considered, however, believe those need to be handled separately as many members have already approved this amendment as is and the "other" amendments will take some consensus building time.

Recommendation: I recommend that the Council approve the proposed Resolution amending the Jones County Solid Waste Management Commission 28E Agreement.

The City of Monticello, Iowa

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

RESO	LUTIC)N#	1	7-

Resolution to approve Jones County Solid Waste Management Commission amended 28E Agreement.

WHEREAS, the City of Monticello is a member of the Jones County Solid Waste Commission, an organization organized under Chapter 28E of the Iowa Code, and

WHEREAS, the City of Center Junction, a prior member, disincorporated in 2015 and based thereon is no longer a City and, therefore, no longer eligible for membership in the Commission, and

WHEREAS, the 2010 Jones County Solid Waste Commission Articles of Agreement should be amended to remove Center Junction as an identified member of the Commission, and

WHEREAS, a proposed amended agreement has been prepared to effect the removal of Center Junction as a member and the Council finds that same should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the proposed amendment to the Jones County Solid Waste Management Commission Articles of Agreement and directs the Mayor to execute the same on behalf of the City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 5th day of September, 2017.

Attest:	Dena Himes, Mayor	
Sally Hinrichsen, City Clerk		



To: City of Monticello

From: Alicia Presto, Solid Waste Planner

On behalf of the Jones County Solid Waste Commission

Date: July 24, 2017

Subject: Updating the 28E Agreement for the Jones County Solid Waste Commission

The City of Monticello is currently a member of the Jones County Solid Waste Commission, which is established by a 28E Agreement in accordance with Iowa Code. Because Center Junction is no longer an incorporated city, the 28E Agreement must be updated to accurately reflect the members of the agreement.

The updated agreement removes "Center Junction" from paragraph one (1) on page one (1), and language to allow for multiple signature pages is added in Article XVII and XIX on page eleven (11). Attachment 1 and 2 were added to provide a sample adoption resolution and an example of the signature pages. The updated agreement is enclosed.

To complete the update process, Monticello must complete the following steps:

- 1. Review the updated 28E Agreement
- 2. Adopt by resolution at a City Council meeting
- 3. Sign ten (10) signature pages
- 4. Mail resolution and signature pages by October 1, 2017

Send the signed resolution and signature pages to the following address:

East Central Iowa Council of Governments Attn: Alicia Presto 700 16th Street NE, Suite 301 Cedar Rapids, IA 52402

A sample adoption resolution is enclosed as Attachment 1 of the agreement, and ten (10) signature pages are enclosed. If you have questions, please contact Alicia Presto at alicia.presto@ecicog.org or (319) 365-9941 ext. 121.

Thank you for your cooperation!

2017 JONES COUNTY SOLID WASTE MANAGEMENT COMMISSION ARTICLES OF AGREEMENT

This Agreement is made and entered into as of October 1, 2017, by and between the cities of Anamosa, Olin, Onslow, Oxford Junction, Martelle, Monticello, Morley, Wyoming, and Jones County in Iowa (hereinafter "Members").

The following Articles of Agreement shall establish and govern the operation of the Jones County Solid Waste Management Commission.

ARTICLE I - NAME

Section 1. Name. The official name of this organization shall be the Jones County Solid Waste Management Commission (hereafter "the Commission").

ARTICLE II - LEGAL STATUS

- Section 1. Legal Status. This Commission shall be a voluntary joint undertaking of public entities in or near Jones County, Iowa using a common "Waste Management Facility" pursuant to the provisions of Chapter 28E of the Iowa Code.
- Section 2. Entity. This Commission shall be an ongoing legal entity created by the parties to this Agreement.

ARTICLE III - COMMENCEMENT OF OPERATIONS

Section 1. Commencement of Operations. The operations of this Commission shall commence at such time as two (2) eligible entities join the Commission, in the manner hereinafter provided, and the Joint Agreement is filed with the Secretary of State.

ARTICLE IV - DURATION

Section 1. Duration. The duration of this Commission shall be perpetual, unless terminated or dissolved as hereinafter provided.

ARTICLE V - PURPOSE

Section 1. Purpose. The purpose of the Agreement is to create a joint Solid Waste Management Commission. The purpose of the Commission is to continuously study and implement methods and means to efficiently, economically and lawfully manage solid waste generated by these parties to this Agreement. Such management in the judgment of the Commission may include joint projects with other public or private agencies.

Section 2. It is expressly understood that the Commission is to be operated as a not for profit and no profit or dividend will inure to the benefit of any person.

ARTICLE VI - POWERS AND DUTIES

Section 1. Powers. This Commission shall have the power to do all things necessary to carry out the stated purpose.

Section 2. Duties of the Commission. The duties shall include:

- a. To adopt by-laws for the operation of the Commission.
- b. To sue and be sued.
- c. To receive and expend funds for solid waste management purposes.
- d. To acquire, hold, use and dispose of real or personal property, money, material, labor, and supplies.
- e. To establish policies, procedures, budgets, and systems related to budgeting, accounting, auditing, and investment practices related to Commission operations.
- f. To participate in the development and implementation of state-required comprehensive solid waste management plans and subsequent updates.
- g. To keep Member entities and the public informed of changing requirements for solid waste management through regular meetings and other communications.
- h. To enter into contracts and agreements in furtherance of Commission purposes.
- i. To acquire insurance necessary to protect the Commission, its property, employees, members, and their designated representatives.
- j. To make or cause to be made studies related to commission purposes.
- k. To contract with consultants for professional services including but not limited to architects, engineers, planners, attorneys, accountants, and rate specialists, for Commission purposes.
- 1. To prepare and recommend to members ordinances to govern refuse collection, transportation, and disposal, regulation of private collection haulers, land use regulations, sanitation, burning of private or public wastes, incineration standards, or other regulations believed to further commission purposes. Neither the Commission nor the executive board shall have authority to regulate the manner and method of pickup of any solid waste in any municipality nor shall they have authority to bind any municipality as to charges for pickup and delivery unless said municipality shall agree to such regulations by written consent.

- m. To consult and/or contract with Federal, State and local agencies or departments on matters related to the furtherance of Commission purposes.
- n. To borrow money, make and issue negotiable bonds, certificates, bond anticipation notes, refunding bonds and notes, and to secure the payment of such bonds, certificates, refunding bonds and notes or any part thereof by a pledge of any or all of the Commission's net revenues and any other funds which it has a right to, or may hereafter have the right to pledge for such purposes.
- o. To provide, in the proceeding authorizing such obligations, for remedies upon default in the payment of principal and interest on any such obligations including but not limited to, the appointment of a trustee to represent the holder of such obligations in default and the appointment of a receiver of the Commission's property, such trustee and such receiver to have the powers and duties provided for in the proceedings authorizing such obligations.
- p. To assess members in the amount deemed necessary to meet Commission purposes, and to bill members and other users for the management of solid waste and/or other materials.
- q. To hire and terminate employees, fix their compensation and benefits, and establish personnel rules and regulations.
- r. To pursue and accept grants related to Commission purposes.

Section 3. Acquiring and Holding Property.

- a. The Commission may lease, purchase, or acquire by any other means such real and personal property deemed necessary for the operation of the Commission and carrying out the purposes of this Agreement. The Commission shall maintain title to all such property in the name of the Commission and an inventory of all Commission equipment shall be maintained. Property shall be acquired or disposed of only upon a majority vote of a quorum attending a duly called Commission meeting.
- b. All conveyances of real property owned or held in the name of the Commission shall be made and executed on behalf of the Commission by the Chairman or Vice-Chairman and Secretary of the Commission.

ARTICLE VII - TECHNICAL COOPERATION

- Section 1. Provision of Local Records. The Members agree to ensure that local records are made available to the Commission, its employees, contractors, or consultants as needed to carry out the purposes of the Commission and the terms of this Agreement.
- Section 2. Provision of Professional Reports. The Members agree to ensure that engineers, architects, and consultants hired by the Members release materials, data, reports, and other pertinent items to the Commission, its employees, contractors, or consultants, as needed to carry out the purposes of the Commission and the terms of this Agreement.

ARTICLE VIII - FINANCING

- Section 1. In the performance of its duties, the Commission may cooperate with, contract with, and accept and expand funds from federal, state or local agencies, and public or semi-public entities, private individuals, or corporations and may carry out such cooperative undertakings and contracts as needed to complete the purposes of this Agreement.
- Section 2. The expenditures of the Commission, shall be within the amounts appropriated or provided to the Commission by Member assessments, grants, gifts, contract receipts, tonnage fees, or other documented revenue sources.
- Section 3. The Commission shall prepare a budget based on a July 1 to June 30 fiscal year for the operation of the Commission to be adopted by no later than January 31 of the current fiscal year.
- Section 4. The Commission shall inform each Member of proposed assessments, tipping fees, and all other rates, by no later than February 1st of each year
- Section 5. The Commission, for the purpose of allocating the portion of the Commission budget for operational costs and for the retirement of the original bonds and interest for each Municipality, shall adopt a percentage formula for the Commission membership based upon population as shown by the official, most recent, federal census, and shall adopt a similar formula for all subsequent operational costs, bonds, interest and improvements based upon the latest official federal census for each Municipality. However, the population of Anamosa, Iowa, shall be reduced for the purposes of this section by the population of the Anamosa State Penitentiary, as shown by the official, most recent, federal census since the Anamosa State Penitentiary is not a party to this Agreement. While the Anamosa State Penitentiary may not be a member to this agreement, they shall, at a minimum, be assessed like member municipalities, based upon their population, to be entitled to deposit their waste at the Jones County Transfer Station.

Section 6. Member assessments shall be paid quarterly by members in four equal installments, due in July, October, January, and April.

- Section 7. The Commission may adopt both annual and special assessments. The failure of a member to pay either an annual or special assessment may be considered a momentary withdrawal of that Member and a default of this Agreement. The determination of whether or not said failure is treated as a momentary withdrawal shall be made by a majority vote of the remaining, non-defaulting, members.
- Section 8. Special Assessments. The Commission may assess an additional fee, i.e. a special assessment, in excess of the Annual Assessment. The approval of a Special Assessment shall require the pre-approval of at least 75% of all possible votes of the Commission members.

ARTICLE IX - MEMBERSHIP

- Section 1. Members. The Members of this Commission may be those entities authorized by Chapter 28E, Code of Iowa, to make joint agreements for the purposes stated in this Agreement.
- Section 2. The governing body of the Commission shall be designated as the Commission, whose membership shall consist of an elected representative(s) of the governing body of each member or a designated substitute to be approved by the member to be represented. Said representative(s) shall continue to represent that Member until the chairman has received notification from the member appointing a new representative. The member entities of Monticello, Anamosa, and Jones County shall have two representatives, while all other members shall have one representative.
- Section 3. There shall be one class of membership in the Commission, which shall be full membership and each member entity shall approve, by resolution of its governing body, its representation within the Commission.
- Section 4. New Member. As this Commission was legally formed in 1975, pursuant to Chapter 28E, Code of Iowa, the Commission may accept a new Member as a party to this Agreement by the following process:
 - a. Such entity shall make application by its governing body adopting a resolution authorizing application and agreeing to be bound by the terms of this agreement upon approval of their membership by the Commission
 - b. A copy of the resolution and application shall be sent to the Commission.
 - c. The Commission shall consider and act upon such application at its next regular meeting and shall notify the applicant of the Commission's decision within ten (10) days thereof.
 - d. An amendment to this agreement is required to add a new member as a party to this Agreement, and the provisions of this agreement set out at Article XIV shall be followed.
 - e. If the applicant's request for membership is approved, the new Member shall appoint a representative to the Commission and notify the Commission of this appointment, and shall thereafter execute this agreement, before any rights inure to the benefit of said member.
 - f. The chief elected official, or designated representative of the Member, shall execute the Agreement on behalf of the new Member.
 - g. The Commission shall cause the filing of all documents required to be filed with the Iowa Secretary of State.

- h. If the new Member joins the Commission at a time other than the beginning of the fiscal year, the new Member shall be assessed a pro-rata share of the basic assessment calculated according to the number of months of membership in the year divided by twelve (12) months; partial months shall not be pro-rated.
- i. If a Special Assessment is in place and a repayment agreement has previously been negotiated, the repayment agreement shall be modified to reflect the addition of the new Member, the new member shall agree to the repayment agreement as a condition of membership.
- Section 5. Duration of Membership. A Member of this Commission shall continue its membership herein until such time as (i) the Member is expelled, as hereinafter provided, (ii) the Member terminates its membership herein, as hereinafter provided, (iii) this Commission is dissolved, as hereinafter provided or (iv) this organization is terminated, as hereinafter provided.
- Section 6. Members-Expulsion. A Member of this Commission may be expelled from membership in this Commission for cause:
 - a. The only cause for expulsion shall be a continued violation of the provisions of this Agreement.
 - b. The Commission By-Laws shall establish the procedure required for expulsion of a Member for cause.
 - c. Expulsion shall not relieve the expelled Member from its obligation to pay its share of Commission expenses and liabilities, incurred or approved to be incurred, during such time as the expelled Member was a Member of the Commission.
- Section 7. Membership-Termination. Membership may be withdrawn from this Commission in the following manner:
 - a. The governing body of the Member shall adopt a resolution to withdraw from the Commission as of a date certain.
 - b. A certified copy of the resolution shall be sent to the Commission by certified mail, or personally served upon the Chairman of the Commission.
 - c. Such withdrawal shall not be effective until at least one year has passed since delivery of the Resolution to the Commission.
 - d. Membership termination shall not relieve the withdrawing Member of its obligation for a proportionate share of any outstanding project assessments for the agreed upon duration of those assessments. This proportionate share shall be dedicated to the repayment of capital expenditures and paid on the same schedule as all remaining Members' payments, unless the withdrawing Member seeks to make repayment on a more rapid schedule.

- e. If a Member votes against a Special Assessment approved as outlined in Article VIII, Section 7, and subsequently withdraws from the Commission, the withdrawing Member shall not be obligated to a share of the Special Assessment provided the withdrawing Member adopts a resolution signifying its withdrawal from the Commission and provides that resolution to the Commission prior to the Commission formally incurring debt on behalf of its Members. Commission shall not incur debt under Article VII, Section 7 until at least 30 days has passed since approval of the assessment.
- f. A Member that withdraws that later rescinds that decision or subsequently applies to re-join the Commission shall be obligated to pay the Special Assessment they would have paid but for their withdrawal, as a condition of membership.

ARTICLE X - RESOLUTION OF DISPUTES AMONG MEMBERS

- Section 1. Except as may be otherwise required by law the Members agree that any disputes which may arise between them or between them and the Commission, involving interpretation of this Agreement, shall be resolved whenever possible by voluntary negotiation in which the executive director of the Regional Council of Governments may act as mediator, or such other mediator chosen by a majority vote of the total commission votes. Such negotiation shall, however, not be obligatory and may, if commenced, be terminated at any time by withdrawal of any party to the conflict.
- Section 2. At any time from and after it first appears that such a conflict exists, including the period of voluntary negotiation proposed, any party to such a conflict or whose interests as a Member or as a Commission are affected hereby may invoke the processes of arbitration hereinafter described in the following manner:
 - a. Any Member(s), or the Commission, interested in such a dispute shall serve notice by certified mail upon all adverse parties, and in all cases the Commission, stating as simply as possible the points of difference between the parties and stating an intent to initiate such arbitration procedures and the completed service of such notice shall be deemed to have initiated such procedures. Within ten (10) days thereafter the serving parties (acting jointly if more than one) shall each select an arbitrator and shall notify the other in writing of the name and address of the arbitrator selected. The arbitrators so selected shall within ten (10) days after being notified of their selection select a third arbitrator, and after doing so shall in writing forthwith notify the involved members and commission of the name and address of such third arbitrator. The three arbitrators selected as aforesaid shall immediately proceed to determine the points of difference stated in such notice, and the conclusion of said arbitrators, or a majority of them shall be reduced to writing and submitted in writing to the involved parties and the Commission, and the determination so made shall be binding upon both the parties and the Commission and shall form the basis for future guidance of the parties and the Commission on the issue(s) so resolved.

- b. If either party shall fail to select an arbitrator as provided above, the arbitration shall be heard and decided by the one arbitrator identified by the selecting member. The member(s) with the dispute, and/or the Commission if one of the parties at involved in the dispute, shall share equally in the expense of the arbitration. In the event that said arbitrators, or a majority of them shall fail to agree upon a determination of the issues within thirty (30) days after the matter is submitted to them said arbitrators shall be discharged and the proceedings had before them shall be abandoned, and if, for the foregoing or any other reason, any arbitration shall fail, a new arbitration shall be immediately commenced by naming new arbitrators as above provided, and the parties shall so continue until a determination shall be made by such arbitrator(s) or a majority of them as herein provided.
- c. Any vacancy on said board of arbitrators may be filled by the party originally entitled to select such arbitrator, and if such party neglects to do so for a period of ten (10) days after written notice by the other party to select such arbitrator, then such vacancy shall not be filled, and the arbitration decided by the remaining arbitrators.
- d. No arbitrator shall be appointed hereunder unless he be entirely disinterested, not related to another arbitrator, and considered a "licensed" arbitrator under applicable Iowa law and/or regulation.
- e. It is the intent of this Agreement that recourse to arbitration as prescribed shall be a mandatory condition precedent to the invocation of a judicial remedy, and that such arbitration shall be final and binding upon the parties thereto save and except the limited judicial review allowed by Iowa law.
- f. In rendering the final, binding decision within thirty (30) days of the submission of the matter to them, the arbitrator(s) shall have no power in such decision to add to, subtract from, modify or amend the express terms of this Agreement or of the Commission's By-laws. A decision of the Arbitrator(s) within the scope of the arbitrator's authority shall be final and binding upon the members and commission. Said decision may not be applied retroactively beyond the date of the specific event that led to the arbitration procedures.
- g. Each side of the dispute shall be responsible for its own costs, and the cost of the arbitrators shall be divided equally among the parties. Any party seeking to have the proceedings recorded shall be responsible for the payment of the recording costs.
- Section 3. In the event of Court involvement, the parties hereby consent and agree to the jurisdiction of the State of Iowa and the venue of Jones County, Iowa. All disputes shall be decided according to the laws of the State of Iowa and the prevailing entity shall be entitled to reasonable attorney's fees.

ARTICLE XI - DISSOLUTION

- Section 1. Dissolution. This Agreement and the Commission may be dissolved at any time by a unanimous vote of the membership, following which all Members shall pass a resolution supporting such Commission action.
- Section 2. Disposition of Assets. If the Commission is dissolved, funds in the keeping of the Commission shall be distributed among the Members at the time of dissolution on a pro-rated basis according to the same formula (per member population) used for the collection of basic assessments but for any funds required to be maintained by law or regulation, in a fund to manage the closed landfill or existing or closed transfer station, and/or any other landfill/transfer station mandated reserve fund or account.

ARTICLE XII - TERMINATION

- Section 1. Termination. This Agreement and the Commission shall automatically terminate at any time when there are less than two (2) Members hereof.
- Section 2. Disposition of Assets. If the Commission is terminated under this Article, funds in the keeping of the Commission shall be distributed to the final Member at the time of termination, but for any funds required to be maintained by law or regulation, in a fund to manage the closed landfill or existing or closed transfer station, and/or any other landfill/transfer station mandated reserve fund or account.

ARTICLE XIII - AMENDMENTS

- Section 1. The terms of this Agreement may be amended by a majority vote of all possible votes of the Commissioners followed by the approval of same by Resolution of a majority of Member municipalities.
- Section 2. Amendments must be in writing and submitted for Commission consideration at one meeting and voted on at a subsequent meeting of the full Commission.
- Section 3. If a Member fails to take action for or against a proposed amendment within sixty (60) days after its receipt by such governing body, it shall be deemed that such body has given its consent to such amendment.
- Section 4. Any duly approved amendments to the Agreement shall be filed with the Secretary of State.

ARTICLE XIV - COMPREHENSIVE PLAN & FLOW CONTROL RESPONSIBILITIES

- Section 1. To the extent permitted by the Constitution and laws of the United States and the State of Iowa, all Members shall require that all waste generated or collected within their jurisdictions shall be delivered to and deposited in the disposal facility(ies) designated by the Commission in its comprehensive solid waste management plan or most recent update thereof.
- Section 2. The Commission shall accept for disposal at its facilities all solid waste generated and collected within the service area boundaries of any member, without regard to whether such waste was collected by a public or private entity; provided that such solid waste when delivered is in compliance with the Commission's rules and regulations and is a waste of a kind and nature suitable for disposal at the Commission's site. The Commission may, at its option, refuse to accept any waste for disposal which it, in its sole discretion, deems unsuitable for disposal at the site.
- Section 3. All Commission Members shall participate in the waste stream reduction plans as outlined in the Commission's comprehensive solid waste management plan or most recent update thereof. Members shall take all steps necessary to implement their waste stream reduction plans.

ARTICLE XV - RESPONSIBILITY OF INDIVIDUAL MEMBERS FOR COMMISSION INDEBTEDNESS

Section 1. Any indebtedness, liability or expenditure which is initiated, accrued or acquired during the period of time of any individual Member unit's membership in the Commission shall continue to be an obligation of said Member unit until such indebtedness, liability or expenditure is fully paid or satisfied. All Member units shall continue to be responsible for their proportionate share of said indebtedness, liability or expenditure during the period of time the obligation remains outstanding.

ARTICLE XVI - LIABILITY AND INDEMNIFICATION

Section 1. The parties hereto shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold one another harmless against all claims and expenses, including legal expenses and reasonable attorneys fees, in any way related to and/or arising out of the parties membership in the Commission. This obligation shall apply to claims related to the death of or injury to any person or persons, damage to property, and any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from any action or inaction of a member, after said member has admitted liability or has been found liable by a court of law or arbitrator, if arbitration has been agreed to or has otherwise been legally invoked. Notwithstanding the above, each entity at all times reserves the right to retain counsel of its own to defend its respective interests.

ARTICLE XVII - ENTIRE AGREEMENT AND SEVERABILITY

- Section 1. The members agree that this Agreement is the complete agreement of the parties and that same constitute the entire agreement of the parties establishing the Commission and shall supersede and replace any and all prior agreements, whether written or oral, regarding the Jones County Solid Waste Management Commission. Nothing further may be utilized to explain, contradict or nullify the agreement. The parties further agree that this document is twenty four (24) pages in length, including the cover pages, attachments, and signature pages, and encompasses nineteen (19) numbered Articles, each with their own sections and in some cases subsections. Each party has had ample opportunity to seek independent advice with regard to the terms of this agreement.
- Section 2. If any provisions of the Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of these Articles which can be given effect without the invalid provisions or application, and to this and the provisions of these Articles are declared to be severable.

ARTICLE XVIII - ARTICLE HEADINGS

Section 1. The article headings contained in this Agreement are for reference purposes only and shall not affect the meaning or the interpretation thereof.

ARTICLE XIX - EXECUTION OF DOCUMENTS AND RECORDATION

- Section 1. The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.
- Section 2. Each Member to this Agreement shall supply to the Commission a copy of the resolution by which it adopted the Agreement. An example resolution template is shown in Attachment 1.
- Section 3. The Members agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with all executed signature pages shall be sent to each Member.
- Section 4. Each signature page will be specific to each potential member and will contain only their signature lines. Example signature lines are shown in Attachment 2.

Attachment 1

Sample Amendment Resolution

SAMPLE AMENDMENT RESOLUTION

WHEREAS, the (City of BLANK / County of Jones) is a member of the Jones County Solid Waste Management Commission, as organized under Iowa Code Chapter 28E ("Commission"); and

WHEREAS, the City of Center Junction completed the disincorporation process in 2015 and is no longer a city in the State of Iowa; and

WHEREAS, the 2010 Jones County Solid Waste Management Commission Articles of Agreement must be amended to remove "Center Junction" from the first paragraph of the Agreement; and

WHEREAS, the membership of the Commission will now consist of Jones County and the Cities of Anamosa, Monticello, Martelle, Morley, Onslow, Wyoming, Olin, and Oxford Junction;

NOW, THEREFORE, BE IT RESOLVED, pursuant to the provisions of Chapter 28E, Code of Iowa, the (City of BLANK / Board of Supervisors) hereby approves this amendment of the Jones County Solid Waste Management Commission Articles of Agreement.

Attachment 2

Examples of Signature Lines

Dated this	day of	,2017	
	County, Iowa		
BY:			
Chair, Boa	ard of Supervisors		
ATTEST:			
Со	unty Auditor		
D-4-141:-	J £	2015	
Dated this	day of	, 2017	
City of	, Iowa		
BY:			
Mayor			
ATTEST:			
Cit	y Clerk		

City Council Meeting Prep. Date: 08/31/17 Preparer: Doug Herman



Agenda Item: # 6 Agenda Date: 09/05/17

Communication Page

Agenda Items Description: Resolution to approve PW Building Roof Replacement project and hiring of contractor for that purpose.

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session				
Attachments & Enclosures: Resolution	Fiscal Impact: Budget Line Item: Budget Summary:	PW Building Roof Project		
Bids	Expenditure: Revenue:	\$11,042.15		

Synopsis: Roof on PW Building (Original Part) is leaking and in poor condition. Bids have been obtained to replace it.

Background Information: Two bids were sought to replace the roof on the PW Building shop as noted below:

Kraus Kustom Builders: \$13,852.00
 Premier Home Solutions, INC \$11,042.15

Brant has been the point of contact with the contractors. One difference in the project scopes is that the low bid also includes the removal and replacement of the gutters and downspouts, all to be replaced with seamless aluminum gutters and downspouts. There may be smaller differences in the two bids, but taking into account the price differential of \$2,800 dollars and the inclusion of new gutters/downspouts I would recommend that the project be awarded to Premier Home Solutions, INC.

Note: Projects in this price range do not require a formal quotation or bidding process.

Recommendation: I recommend that the Council approve the contracting with Premier Home Solutions, INC to replace the PW Building roof according to their estimate / bid in the amount of \$11,042.15

The City of Monticello, Iowa

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

RESOLUTION #17-

Resolution to approve PW Building Roof Replacement Project and hiring of contractor for that purpose.

WHEREAS, The City of Monticello sought two estimates to replace the roof on the old or original portion of the PW Building, receiving bids from Kraus Kustom Builders and Premier Home Solutions, INC in the following amounts:

Bidder

Kraus Kustom Builders \$13,852.00 Premier Home Solutions \$11,042.15

- and -

WHEREAS, The Council has reviewed the specifics of the bids and finds it appropriate to move forward with the project and to award the project to Premier Home Solutions, INC.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby authorize the PW Director to move forward with the PW Building roof replacement project and to hire Premier Home Solutions to perform the work in the amount of \$11,042.15.

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 5th Day of September, 2017.

D	ena Himes, Mayor
Attest:	
Sally Hinrichsen, Monticello City Clerk	

Kraus Kustom Builders

21472 River Road Monticello, IA. 52310

Estimate

Date	Estimate #
7/17/2017	16

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

Project Description Qty Total Material and labor quote to install new steel roof panels on upper north roof at City 0.00 Maitnance Shop *Remove all existing roof panels and ridge cap. *Remove and replace five 36" wide rows of vinyl liner insulation on S.W. corner of roof. *Remove existing roof hatch on south side of roof. *Remove and replace one chimney flash. *Screw fasten new white Metal Sales 26 gauge steel panels to both sides of roof. *Install new metal ridge cap. *Install Emseal constant pressure foam closier strips at eave end and ridge of all panels. *Existing gable trims will remain and be refastened. *Clean up mess and haul away. north side \$6,126.00 south side 7,726.00 total \$13,852.00 0.00 Thank you Total \$0.00

Premier Home Solutions, INC 21121 Western Dr Monticello, IA 52310 319-480-9673



ESTIMATE

ADDRESS

City of Monticello 200 E First St Monticello, Iowa 52310 ESTIMATE # 1055 DATE 08/22/2017

DATE	SCTIMITY	ACTIVITY	AMOUNT
08/22/2017	Steel Roofing Installation	-Remove and haul away steel roofing on City Shopincluding rake trim and cap -Install new 26 gauge Metal Sales Rib Steel -Install emseal closer top and bottom -Install Mastic seam tape -Install Rake Trim and Cap	2,160.00
08/22/2017	Materials	-26 Gauge Metal Sales Rib Steelall accessories -Emseal Closer -Mastic Seam Tape -All Fasteners and Material Disposal	8,082.15
			Subtotal: 10,242.15
08/22/2017	Seamless Gutter Installation	-Remove and Replace Seamless Aluminum Gutterall Down spouts	800.00
		TOTAL	\$11,042.15

Accepted By

Accepted Date

City Council Meeting Prep. Date: 08/31/17 Preparer: Doug Herman



Agenda Item: # 7 Agenda Date: 09/05/17

Communication Page

<u>Agenda Items Description:</u> Resolution to approve Oak Street water main replacement and upgrade and hiring of contractor for that purpose.

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session			
Attachments & Enclosures: Resolution Plans/Recommendation from Engineer / Diagram Eastern Iowa Quote	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue:	Water Operating / Capital \$68,856.55	

Synopsis: Water main near old Kum & Go site recommended to be replaced and extended.

Background Information: The existing main in this area is a 4" "T" dead end main and it is proposed that the main be increased to 8" and tied into the main on Main and Locust Street. Connecting the mains, in a loop, will improve water flow / quantity. The new main will still tie into a 4" main and dead end on Oak Street somewhere in front of the Fidelity Bank / Pizza Ranch area. Taking into account the condominium development, and fire protection needs, the increase in size and connectivity would be beneficial. The main will also be constructed with cast iron and impermeable seals to account for potential contamination in the area of the old gas station site.

Three (3) Quotes have been received from the following companies:

- 1. Eastern Iowa Excavating & Concrete LLC \$68,856.55 Approximate start date of 09/18/2017
- 2. Ricklefs Excavating Ltd. \$88,062.00 Approximate start date of 09/01/2017
- 3. Dave Schmitt Construction Co. Inc. \$89,536.50 Approximate start date of 10/02/2017

The City Engineer has reviewed the quotes and recommends that the City hire Eastern Iowa Excavating to complete the work. <u>Note</u>: Projects in this price range do not require a formal bidding process, just a competitive quotation process which was followed.

<u>Recommendation</u>: I recommend that the Council approve the project and contracting with Eastern Iowa Excavating and Concrete to complete the work.

The City of Monticello, Iowa

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

RESOLUTION #17-___

Resolution to approve Oak Street water main replacement and upgrade and hiring of contractor for that purpose.

WHEREAS, The City of Monticello, in concert with the City Engineer, sought competitive quotations related to the installation of a new, upgraded, water main on E. Oak Street, and

WHEREAS, Three quotations, after the distribution of plans prepared by the City Engineer, were received as follows:

Bidder

1.	Eastern Iowa Excavating & Concrete LLC	\$68,856.55
2.	Ricklefs Excavating Ltd.	\$88,062.00
3.	Dave Schmitt Construction Co. Inc.	\$89,536.50

- and -

Attest:

WHEREAS, The Council has reviewed the project and finds it to be in the best interests of the City to proceed, the City Engineer has reviewed the bids and recommends that the City hire the low bidder, Eastern Iowa Excavating & Concrete, LLC to complete the project, and the Council finds that the recommendation of the Engineer should be followed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Oak Street Water Main Replacement and Upgrade project and authorizes the hiring of Eastern Iowa Excavating & Concrete, LLC, to complete the project.

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 5th Day of September, 2017.
uns 3 Day of September, 2017.
Dena Himes, Mayor

the

Sally Hinrichsen, Monticello City Clerk

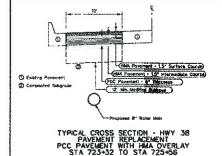
Not b scale, not exact locations Main St oin (existing) DealEnd (Existing)

		COMPETITIVE QUO 2017 HWY 38 WATER MAIN R CITY OF MONTICEL	EPLACEME	ΙT		
TEM NO.	ITEM CODE	STEM	Unit	Estimated Quantity	Unit Price	Extended Amount
1	2010-108-1-0	Subbase, 12" (Modified)	SY	308	13,35	24.11 f. 45pc
2	2010-108-1-0	Compaction Testing	i.S	1	850.00	960.00
3	3010-108-C-0	Trench Foundation	TON	11	32.35	365275
4	3010-108-F-0	Trench Compaction Testing	LS	1	95000	co 038
5	5010-108-A-1	Water Main, Trenched, AWWA C151 DIP, 8" (with Nitrite Gaskets)	LF	120	86.75	9.610.00
6	5010-108-A-1	Water Main, Trenched, AWWA C900 PVC, 8*	L.F	100	74.54	30.26P.T
7	5010-108-A-1	Water Main, Trenched, AWWA C900 PVC, 6*	LF	15	CO.PT	1.17000
8	5010-108-C-2	Fitting, Restrained Joints, All Sizes	LS	1	3.325.00	3.006100
9	5010-108-0-0	Water Service Reconnection	EA	3	585.00	1,755.00
10	5020-108-A-0	Vaive, Gate, 6 [≪] and Valve Box	EA	1	cc-001.1	Oc-001.1
11	5020-108-C-0	Fire Hydrant Assembly	EA	1	ن۵. که عا. 3	3,63500
12	7010-108-E-0	Curb and Gutter, 2.5', 8"	LF	.8	70.50	564.00
13	7040-108-B-0	Partial Depth Patches, PCC Class M, 6"	5Y	308	45.50	13,560,00
14	7040-108-B-0	Partial Depth Patches, HMA High Traffic PG 58-28, 3" Depth, 1/2" Mix	SY	308	·31.50	13.164.00
15	7040-108-H-0	Pavement Removal	SY	308	9,35	3.849.00
16	8010-108-C-0	Traffic Control	LŞ	1	365633	3.640.90
17	11,020-108-A	Mobilization	LS	1	50 eag/	1.0000
					Total	68,956.55
		COMPANY/ORGANIZATION	East	un Share	Excention	+ Concrete Li
		PRINTED NAME		named K		
····		POSITION	PA	<u>/سرد</u>		
		SIGNATURE		11/1	much	
		DATE	8.	1.12		

Approximate Construction Start: 09/18/2017 Approximate Construction End: 09/28/2017 GENERAL NOTES

- CONSERUCTION OBSERVATION WILL BE PROVIDED BY THE CITY OF MONFICELLO. PROVIDE A MEMBRAY OF 72 HOURS NOTICE TO THE CITY PRIOR TO STARTING CONSTRUCTION.
- CONFIRE ALL CONSTRUCTION ACTIVITY TO WITHIN THE CONSTRUCTION LIMITS UNLESS OTHERWISE AUTHORIZED BY THE CITY.
- 3. DD NOT STORE EQUIPMENT ANS/OR MATERIALS WITHIN PUBLIC RIGHT-OF-WAY ON STREETS AND/OR ALLEYS OPEN TO TRAFFIC, CONTRACTOR SHALL PROVIDE AREAS AS NEEDED FOR STORAGE OF EQUIPMENT AND/OR MATERIALS.
- 4. IF THE CONTRACTOR OBTAINS ADDITIONAL EXSURITS FOR STORAGE OF EQUIPMENT AND MATERIALS, COPES OF AGREEMENTS WITH THE PROPERTY OWNERS SHALL BE PROVIDED TO THE CITY.
- WHERE THE CONTRACTIONS COLUMNAY: S CREATED ON ANY PORTION OF THE PAVE CUT OR STRUCTURES LISED BY TRAVEC ON OR ADJACENT TO THE SUCTION UNDER CONSTRUCTURE THE CONTRACTOR SHALL CLEAR THE PAVELERS OF ALL DRIT AND EERIS AT THE EIGO OF EACH DAY'S OPERATIONS, AND AT OTHER TIMES AS DIRECTED BY THE EXIGNER.
- 8. THE CONTRACTOR SHALL BE RESPONSELE FOR ALL SITE SAFETY INCLUDING FENCING AND SIGNADE ON SITE AND SIGNAL CORPLY WITH ALL STATE, LOCAL AND FEDERAL REGILATIONS.
- THE CONTRACTOR SHALL COMPLY WITH ALL STATE RECULATIONS RECARDING ARR. WATER AND NOISE POLLUTION.
- SECTION OF THE PROPERTY OF THE
- 9. REMOVE THE EXISTING PAYEMENT AREAS TO THE MEAREST JOINT OR AS DIRECTED BY THE CITY.
- 10. PROTJET EXISTING FACILITIES, TREES AND OTHER APPERTENANCES NOT TO BE REMOVED FROM THE SITE OURNING CONSTRUCTION.
- 12. COOR NATE THE CONSTRUCTION TO MEMBEE DESIGNATIONS TO THE ADJACENT PROPERTY, REPAIR AND RESTORE ANY AREAS DISTURBED BY CONSTRUCTION OUTSIDE OF THE CONSTRUCTION LIMITS AT THE CONTRACTORS EXPENSE.
- 13. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH GITY STATE TO AVORD CONFICTS WITH DITY EVENTS WIGLIONG THE DREAT JONES COURTY FARI NO ADDITIONAL COMPENSATION WILL BE MADE FOR COORDINATION SCHEDULES AROUND SENTITS.
- M. IF ANY INSTORMAL OR ARCHAEOLOGICAL ARTHACTS ARE DENTIFED DIRING CONSTRUCTION, STOP MACINITELY AND NOTEY THE CITY WHO SHALL MOTEY THE APPROPRIATE STATE AND FEDERAL ACCINICAL
- 15. CONTRACTORS SHALL SATISFY THEMSELVES PROR TO SUBMISSION OF BIDS AS 10 THE SOLL CONDITIONS NO ADDITIONAL COMPENSATION DUE 10 SOLL CONDITIONS ENCOUNTERED DURING COMPENSATION.
- DISPOSAL OF UNSURTABLE MATERIAL FROM TRENCH EXCAVATION SHALL BE INCIDENTAL TO THE PIPE SENG INSTALLED.
- INSTALLATION AND MAINTENANCE OF CONSTRUCTION FENCING AS NECESSARY SHALL BE RECOEMED. TO THE PROJECT.
- 18. STREET MARTIENANCE CURING CONSTRUCTION, INCLUDING MIMEDIATE SWEEPING OF BRIT TRACING ON ADJUNING STREETS SHALL BE INCREMENTAL TO THE PROJECT.
- COOR INATION WITH UTILITY COMPANIES FOR RELOCATION OF UTILITIES IF RECESSARY SHALL BE CONSIDERED INCORNEAL TO THIS PROJECT.
- 20. ALL HIBAR AND TERRARS THAT ARE USED FOR THIS PROJECT MRE TO BE EPONY COATED.
- 21. RIGHT OF-WAY IS BASED ON THE JONES COUNTY OR MAP, FIELD SURVEY WAS NOT COMPLETED

Henr 6	Ite - Code	Description	Unit	Salicatel Granite
***	201410810	Sibbace 12 (Modified)	WY.	308
		Compact or Testing	- LS	1
		Tierick Foundation	CHY	11
4.	90101087-0	Tributh Christistian Testing	. 3	L
3	MITT NO AT	Water More, Transitied, AWWA CSS: DRP, 8" (with North Spokers)	10	120
		Wale: Maks, Tremsted, AWWA 2000 PVC, 8"	LF	190
7	S040 196-4-1	Wigher Main, Transland, AWMA LYCT PUC 6"	125	18
		Fitting Westvaried Justis, AJ S. as	ILΣ	1
		Water St. Joe Reconnection	EA .	3
10	5020 104 A 0	twenty them, of and yann Box	EA	1
41	502 508 C 0	Fire Historia Accumulato	EA.	1
127	7010 106 E.D	Gurb and Guller, 28", 6"	LF :	
13.	704C-7086-F	Period Depth Post hee PCL Class M S*	SY	308
13.	7040 HIE BO	Partial Depth Patches, HIRA High Traffic PG 16-28 3" Depth 1/2" his	16Y	
. 16	7040 108 140	Povisnant Plantepoti	SV	304
16	5011 508 G-6	Traffic Control	1	
77	11,1 0-108A	Mobilizatath	1128	1



12°	snb	AS SPECIFICATION FIGURES	
	The following F Attention, Alt SU	igurés are specifically brought to the contro DAS figures are included by reference as ne	ctor's
	Figure	Name	Date
0	3070.101	TRENCH SEDDING AND BACKFILL ZONES	Apr -09
4 1	3010.104	PRESSURE PIPE THENCH BEDONG	Apr-09
t	5010,101	THRUST BLOCKS	Apr-09 Dal-16
<u> </u>	5020 103	TRACER SYSTEM	Opt-16
(SMA Poverment - 1.5" Surface Course)	5020.20)	FIRE HYDRANT ASSEMBLY	3 Apr-17
Existing Powered Compacted Sangrade Compacte		THIS PROJECT SHALL CONFORM WITH THE 20TT CHICA OF THE KINN, STUTENED WARM STANDARD SPECIFICAN DOME FOR PUBLIC MERROPHISMITTE	
TYPICAL CROSS SECTION - HWY 38			

		ESTIMATE REFERENCE INFORMATION
		non-inflamention is intended to be a makesene for specification items of periturial interest or softwares does not builted all required work, and the requirements of SUDAS supercode it.
THE NO.	3000 1000	KEN
	2010-1081-0	Selection, til (Modified)
		Place ander all proposed presencet.
-2	2010-128 . 8	Conspection Teating
		This item includes feeding of the entirgrade and entitioned
Ī		The meanined sparsity includes 20% of the transland length of one pipe baring fluoristion material 5-lent stide and 8-inches thick and a rock density of 140 PCF.
	3610 108 F 0	Treach Compaction Teating
	I	Feder to SUOAS Specifications
5	5010-108-A-1	Mater State, Transferd, APPNA C101 StP, 8" (with Militia Garliera)
	1	Use Bedding Class P-3. Contractor to coordinate with City personnel prior to constuding this
	1	such to stutt of values and inform residents of title work or earlies interuptions. Any mercusi of
	1	existing water make necessary to hertall the now eater make shall be incidental to the labil ber
	1	Also inducting, but not limited to, sipe way, from wha, nitrile gestads, pipe consections, ob-
	1	juedding, at beneft bezersteedingstrown; nezweswy to nezesteron. Helle ID ULTIAIS for haldfional Indianose.
- 6	4000 A 1000 L 10	Nuter Mate, Trapoles, AlfWA CROCPVC, 8"
9	30110-JEG-4-1	Same as previous bid Iran.
7	2018-108-A-1	Corre to previous but term. Notice Bills, Tresurted, ANNIA COST PAC B' James to presions but then
***	DATE HAVE	Fatter, Strategical Johns All State
	COTO-1120C	This year includes an of the lithings required to complete the work
- 4	Territo national	Marier Service Reconsector
•		Contractor to reconcact all water emisse lines to the assessed water male. Contractor to
	1	contact the City if a least water wendon in found.
10	5028-108-A-5	Valve, Gate, 6" and Valve Son
		Perforati the STIDAS Spenifications Formal tests and who but as part of the bid sens
18	Toron, institut	Fire Registral Amelinary
		Plater to the SUDAS Scaplications. Furties trains evelent assessely, including but not limited
		to lease wire, bus, witers, when turn, hyderek
12	7018-108-5-0	Corn and Galler, 2.5, 8
		This flow is far the cust mulecoment on a seach of ploutesons of the Fee Nethant Assembly
		Code hearth while to see by Se into existing editorant contains
49.	7840-104 B-C	Person Corpus Patrones, PCC Clima III, 8"
		PCC shall be Clear \$6 min and 8" in depth profits; the province of tablends LSE 659
		Telding shed he condented to this dam. Rule, to the braining powerant section.
Sec.	Tame and Air	Parties Depth Patches, 198A Nigh Traffic PG 58-25, 3" Dapts, 12" Mix
	7010100	informatiate and Surface Course shall be High Traffic and 1.5" depth of each is included in this
		item. Refer to the typical severeers exclusiv
15	TONE TON HO	Payement (basses)
	1	All patients of sentral brids alself be a All coots one our
18	83Y6-108-C-5	Dartie Condick
		Europ sore door to the assumence will be readed. Propresent with he at the lowing sales price for hardin comings! They their implication that he got limited by refine readedings for familiating all
		Indicate and entered factors emitted, mentioning and recognized Latin
		revised and related work presents for the connection of this points. The current time DOF
	1	Standard Specificanisms for Highway is at Budge Construction Decision 2509 shall spain All
	1	Statilis control after provious to the most motor values of the Marcol of Unities Traffic Control
		Devices (MC/TCD).
17	11.020-108-A	Modification







I hereby perify that this engineering occurrent value prepared by the crucial period occurrent value prepared by the crucial period occurrent value prepared by the crucial period occurrent value of the crucial period occurrent value of the crucial value of the

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REPL

CRZ Towners, 1RB is CRZ town 07-21-17 in

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REPLACEMENT

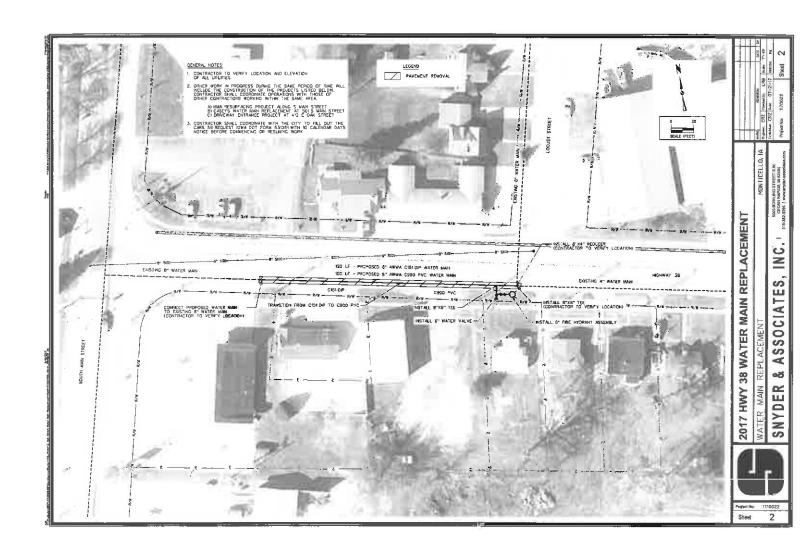
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IATES,

ASSOC

95



Doug Herman

From:

Patrick Schwickerath <pschwickerath@snyder-associates.com>

Sent:

Thursday, August 31, 2017 11:37 AM

To: Cc: Doug Herman Andrew J. Barry

Subject:

FW: Monticello - 2017 HWY 38 Water Main Replacement

Attachments:

FinalPlans_2017-08-15.pdf; DOT_WorkinROW_Permit_Approved_2017-07-28.pdf; DNR_Watermain_Permit_Approved_2017-08-18.pdf; EasternIowa QuoteDoc.pdf;

Ricklefs_QuoteDoc.pdf; DaveSchmitt_QuoteDoc.pdf

See below and attached.

Patrick Schwickerath, P.E.
Civil Engineer
SNYDER & ASSOCIATES, INC.

From: Andrew J. Barry

Sent: Wednesday, August 23, 2017 4:22 PM To: blagrange <blagrange@ci.monticello.ia.us>

Cc: Doug Herman document:cello.ia.us; Lindsay Beaman local:cello.ia.us; Casey R. Zwolinski <

Subject: Monticello - 2017 HWY 38 Water Main Replacement

Brant,

Please see the attached documents in regards to the HWY 38 Water Main Replacement project.

Three (3) Quotes have been received from the following companies: Eastern Iowa Excavating & Concrete, Ricklefs Excavating, and Dave Schmitt Construction Co. Below is a summary of Quotes:

- Eastern lowa Excavating & Concrete LLC \$68,856.55 Approximate start date of 09/18/2017
- Ricklefs Excavating Ltd. \$88,062.00 Approximate start date of 09/01/2017
- 3. Dave Schmitt Construction Co. Inc. \$89,536.50 Approximate start date of 10/02/2017

In considering the quotes above, we would recommend selection of Eastern lowa Excavating to complete the work. If you would like to proceed with Eastern lowa Excavating performing the work, we should send them a notification of selection; that way they may begin scheduling the work.

Let me know if you would like me to move forward in notifying Eastern Iowa Excavating, and the others.

Thanks,

A.J.

Andrew J. Barry, E.I. Civil Engineer

SNYDER & ASSOCIATES, INC. P: 319.362.9394 x2318 | C: 319.558.8256 5005 BOWLING ST. S.W., SUITE A, CEDAR RAPIDS, IA 52404 City Council Meeting Prep. Date: 08/31/17 Preparer: Doug Herman



Agenda Item: # S Agenda Date: 09/05/17

Communication Page

Agenda Items Description: Resolution to approve Taylor Construction, Inc. Pay Request #1, Re: 2017 E. 1st Street Bridge replacement project.

,	Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session				
4	Attachments & Enclosures:		Fiscal Impact:		
	Resolution		Budget Line Item: Budget Summary:	E. 1st St. Bridge Cap. Project	
	Pav Estimate/Request #1		Expenditure: Revenue:	\$46,941.83	
			icoveniue.		

Synopsis: Approval of Taylor Construction, Inc. Pay Request #1 related to E. 1st Street Bridge project.

Background Information: Taylor Construction submits its' first pay request associated with the E. 1st Street Bridge project. The City Engineer has reviewed the pay request and recommends that it be approved.

The total value of completed work comes in at \$48,393.64. This project has a 3% retainer. The original contract amount totals \$504,845.24.

After withholding retainage in the amount of \$1,451.81 the amount recommended for payment totals \$46,941.83. (The City will file for reimbursement through the State IDOT for the share of this project to be covered by Federal Bridge funding.)

Recommendation: I recommend that the Council approve the proposed Resolution authorizing payment to Taylor Construction, Inc. in the amount of \$46,941.83.

The City of Monticello, Iowa

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

RESOLUTION #17-__

Approving Pay Request #1 in the amount of \$46,941.83 submitted by Taylor Construction, Inc. Re: 2017 E. 1st Street Bridge Replacement Project.

WHEREAS,	Taylor Construction, Inc. contracted with the City to replace the E 1st Street Bridge lying over Kitty Creek, and
WHEREAS,	Taylor Construction, Inc. has submitted their 1 st pay request in the amount of \$46,941.83 which reflects 3% retainage, with total retainage held to date after this payment in the amount of \$1,451.81, and
WHEREAS,	The City will be reimbursed a large portion of this expense after the submission of a request for reimbursement through the IDOT, with the funding coming from Federal Bridge Funds, and
WHEREAS,	The City Engineer has reviewed pay request #1 and recommends its approval.
Iowa does hereby ap 2017 E. 1st Street Brid	EFORE, BE IT RESOLVED that the City Council of Monticello, prove Pay Request #1 submitted by Taylor Construction, Inc. Re: ge Replacement Project, and authorizes payment in the amount of ng a 3% retainage in the amount of \$1,451.81.
	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 5th day of September, 2017.

	Dena Himes, Mayor
Attest:	
Sally Hinrichsen, City	v Clerk



August 28, 2017

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

Subject:

Application for Partial Payment No. 1

Bridge Replacement – East First Street Over Kitty Creek

Snyder & Associates Project # - 116.0093.08A

Contractor: Taylor Construction, Inc.

Dear Council:

Enclosed for your review and approval is the Application for Partial Payment No. 1 from Taylor Construction, Inc. for the project referenced above (paper copies will be delivered at the September 5th Council Meeting). We have reviewed the pay application and find it to be in agreement with the work completed to date. We, therefore, recommend approval of Application for Partial Payment No. 1 for this project in the amount of \$46,941.83 to Taylor Construction, Inc.

If you have any questions or comments regarding this project, please feel free to contact me. I plan to attend the next Council Meeting on Tuesday, September 5th if you prefer to go over any questions or concerns you may have at that time.

Sincerely,

SNYDER & ASSOCIATES, INC.

Patrick Schwickerath, P.E.

Alak Konserner

Project Manager

Encl. Application for Partial Payment No. 1 (Five copies)

Cc: Krista Taylor, Taylor Construction, Inc.

APPLICATION FOR PARTIAL PAYMENT NO. 1

OWNER: City of Monticello

PROJECT: Bridge Replacement - East First Over Kitty Creek

CONTRACTOR: Taylor Construction, Inc. ADDRESS: 7314 Columbus New Vienna, IA 52065 DATE: August 30, 2017 PAYMENT PERIOD: 08/07/17 to 08/25/17 1. CONTRACT SUMMARY: CONTRACT PERIOD: \$ 504,845.24 Original Contract Amount: Letting Date: June 20, 2017 Net Change by Change Order: Late Start Date: 7/24/2017 Contract Amount to Date: \$ 504,845.24 Original Working Days: 70 Days 2. WORK SUMMARY: Current Working Days: 10 Days Total Work Performed to Date: 48,393.64 as of 08/25/17 Retainage: 3% 1 451.81 Liquiddated Damages: \$1,000/day for 0 days Total Earned Less Retainage: 46,941.83 Less Previous Applications for Payment: \$ -___ AMOUNT DUE THIS APPLICATION: \$ 46,941.83 3. CONTRACTOR'S CERTIFICATION: The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances Taylor Construction Inc. CONTRACTOR DATE: By **ENGINEER'S APPROVAL:** Payment of the above AMOUNT DUE THIS APPLICATION is recommended: Snyder & Associates, Inc. ENGINEER DATE: 5. OWNER'S APPROVAL City of Monticello OWNER DATE: ______

SB/S&A PROJECT NO.:

IOWA DOT PROJECT NO.:

116.0093,08A

BROS-5182(604)--8J-53

APPLICATION FOR PARTIAL PAYMENT NO. 1

PROJECT: Bridge Replacement - East First Over Kitty Creek OWNER: City of Monticello IOWA DOT PROJECT NO.: BROS-5182(604)-8J-53 CONTRACTOR: Taylor Construction, Inc. ADDRESS: 7314 Columbus New Vienna, IA 52065 PAYMENT PERIOD: 08/07/17 to 08/25/17 DATE: August 30, 2017 1. CONTRACT SUMMARY: \$ 504,845.24 **CONTRACT PERIOD:** Original Contract Amount: June 20, 2017 Letting Date: Net Change by Change Order: Late Start Date: 7/24/2017 Contract Amount to Date: \$ 504,845,24 Original Working Days: 70 Days 2. WORK SUMMARY: Current Working Days: 10 Days Total Work Performed to Date: 40.358.44 as of 08/25/17 Retainage: 3% 1,210.75 Liquiddated Damages: \$1,000/day for 0 days 39,147.69 Total Earned Less Retainage: Less Previous Applications for Payment: 5 AMOUNT DUE THIS APPLICATION: 39,147.69 3. CONTRACTOR'S CERTIFICATION: The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances Taylor Construction Inc. CONTRACTOR **ENGINEER'S APPROVAL:** Payment of the above AMOUNT DUE THIS APPLICATION is recommended Snyder & Associates, Inc. 5. OWNER'S APPROVAL City of Monticello OWNER DATE: Ву

SB/S&A PROJECT NO .:

116.0093.08A

DETAILED ESTIMATE OF WORK COMPLETED:

TEM NO.	DESCRIPTION OF WORK	EST	ACTUAL	THIS PERIOD	UNIT	UNIT PRICE		TOTAL COST	WORK CO		LETED HIS PERIOD	TOTAL COMPLETED	%	c
1	EXCAVATION, CL 10, CHANNEL	1,321.00	ACTUAL	TEIS FERIOG	CY	\$3,75	c	4,953.75	r KLVICOS	۲,		S -	0%	+
2	REMOVAL OF EXISTING BRIDGE	1.30	1.00	1.00	LUMP	\$3,000.00		3,000.00	. .	ś		\$ 3,000.00	100%	+
3	EXCAVATION, CL 20	118.00	2.00	100	CY	\$90.00		10,620.00	ś -	Ś	2,000.00	\$	0%	+
4	STRUCTURAL CONCRETE (BRIDGE)	229.50			CY	\$545.00		125,077.50	š -	š	- 1	5 -	0%	+
5	REINFORCING STEEL, EPOXY COATED	57,361.00			LB	\$0.80		45,888.80	<u> </u>	Š		<u> </u>	0%	+
6	CONCRETE BARRIER RAILING	222.00			LF	\$86.00		19,092.00	\$ -	Ś		s -	0%	1
7	PILES, STEEL, HP 10X42	1,330.00	450.00	450.50	UF	\$30.00		39,900.00	s -	Ś	13,500.00	\$ 13,500.00	34%	1
8	CONCRETS ENCASEMENT OF H-PILES, HP 10X42 (P101 TYPE 3)	278.10	133.92	133.52	LF	\$60.00		16,686.00	\$	\$	8,035.20	\$ 8,035,20	48%	†
9	ENGINEERING FABRIC	1,577.30			SY	\$3.75	s	5,913.75	\$ -	\$	-	s -	0%	†
10	REVETMENT, CLASS C	2,114.00	67.75	67.75	TON	\$21.25	5	44,922.50	\$	5	1,439.69	\$ 1,439.69	3%	1
11	CONSTRUCTION SURVEY	1.00	0.25	0.25	LUMP	\$8,000.00	5	8,000.00	s -	s	2,000.00	\$ 2,000.00	25%	1
12	MOBILIZATION	1.30	0.25	0.25	LUMP	521,000.00	\$	21,000.00	\$ -	\$	5,250.00	\$ 5,250.00	25%	T
13	CLEARING AND GRUBBING	0.70	0.70	0.70	ACRE	\$2,000.00	5	1,400.00	s -	5	1,400.00	\$ 1,400.00	100%	1
14	SPECIAL BACKFILL	57.10			TON	\$17.50	\$	999.25	\$.	\$	-	ş .	0%	T
15	EXCAVATION, CL 13, WASTE	1,996.90	1,250.00	1,250.00	CY.	\$4.50	\$	8,982.00	\$ -	\$	5,625.00	\$ 5,625.00	63%	T
16	TOPSOIL, FURNISH AND SPREAD	484.30			CY	\$18.00	5	8,717.40	\$	5	1	s -	0%	T
17	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	369.80			ŚY	\$2.00	\$	739.60	\$	Ş		\$.	0%	Τ
18	MODIFIED SUBBASE	168.10			CY	\$26,00	\$	4,370.60	\$.	\$		ş -	0%	Ι
19	GRANULAR SHOULDERS, TYPE A	121.00			TON	\$18.00	\$	2,178.00	\$ -	\$	- 1	\$ -	Ω%	Ι
20	PAVED SHOULDER, PCC, 7 IN	26,70			SY	\$125.00		3,337.50	\$ -	s		s .	0%	Ι
21	SHOULDER FINISHING, EARTH	3.80			STA	\$400.00	\$	1,520.00	\$ -	\$	-	\$ -	0%	1
22	BRIDGE APPROACH, BR-201	344.00			SY	\$135.00	\$	45,440.00	s -	\$		s -	0%	1
23	HMA STD TRAFFIC, BASE COURSE, 1/2 IN MIX	98.54			TON	\$79.43	\$	7,827.03	\$ -	\$		\$ -	0%	1
24	HMA STD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN MIX	49.27			TON	\$79.43		3,913.52	\$ -	5		S -	0%	1
25	HMA 5TD TRAFFIC, SURFACE COURSE, 1/2 IN MIX, NO FRICTION	33.94			TON	\$90.68		3,077.68	ş -	5		\$ -	0%	┙
26	ASPHALT BINDER, PG 58-285, STD TRAFFIC	11.88			TON	\$357.00		4,241.16		\$		\$ -	0%	4
27	LONGITUDINAL GROOVING IN CONCRETE	588.50			SY	\$10.00		5,885.00	\$	\$		\$ -	0%	4
28	APRONS, METAL, 24 IN DIA	2.00			EACH	\$950.00		1,900.00	\$	5		,	0%	4
29	SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN DIA	477.00			LF	\$17.00		8,109.00	\$ -	\$		\$ -	.0%	4
30	SUBDRAIN OUTLET, DR-304	1.00			EACH	\$300.00		300.00	\$	5		s -	0%	4
31	STORM SEWER GRAVITY MAIN, TRENCHED, HOPE, 24 IN	40.00			LF.	\$42.00		1,680.00	\$ -	5		\$ -	0%	4
32	REMOVE SEWER PIPE LESS THAN OR EQUAL TO 36 IN	59.00	20.00	20.00	LF	\$80,00		4,720.00	s	\$	1,600.00	\$ 1,600.00	34%	4
33	BRIDGE END DRAIN, DR-402	2.00			EACH	\$2,000.00		4,000.00	\$ -	5		s -	0%	4
34	RÉMOVAL OF PAVEMENT	656.80	140,00	140.00	SY	\$6.50		4,269.20	\$	5	910.00	\$ 910.00	21%	4
35	SAFETY CLOSURE	2.00	2.00	2.00	EACH	\$140.00		280.00	\$ -	\$	280.00	\$ 280.00	100%	4
36	REMOVAL OF TYPE A SIGN	5.00	5.00	5.00	EACH	\$60.00		300.00	\$ -	\$	300.00	\$ 300.00	100%	4
37	WOOD POSTS FOR TYPE A CR B SIGNS, 4 IN X 6 IN	36.00			LF	\$14.00		504.00	,	>	-	-	0%	4
38	TYPE A SIGNS, SHEET ALUM:NUM	17.00			SF	\$20.00		340.00 250.00	\$ -	*		-	0%	4
	INSTALL TYPE A SIGN	5.00	0.30	0.30	LUMP	\$50.00 \$3,500.00		3,500.00	\$	\$		\$ 1,050.00	30%	4
40	TRAFFIC CONTROL		0.40	U.50					s -	÷		\$ 1,050.00		+
42	WANHOLE ADJUSTMENT, MAJOR	1.00		1	EACH	\$1,000.00		1,000.00	5	\$		~	0%	4
42	MULCHING, BFM	1.20		-	ACRE ACRE	\$4,500.00 \$1,600.00		5,400.00 320.00	s -	\$		\$ - \$ -	0%	4
43	SEEDING AND FERTILIZATION (RURAL)	0.20							\$ - \$ -	*				4
44	SEEDING AND FERTILIZATION (URBAN)	0.20		-	ACRE	\$1,800.00		360.00	5	*		*	0%	+
	NATIVE GRASS SEEDING	0.20			ACRE	\$2,400.00 \$4.50		480.00 414.00	4 -	\$		\$ ·	0%	+
	SPECIAL DITCH CONTROL, WOOD EXCELSION MAT	92.00			5Q ACRE	\$1,400.00		840.00	2 -	2			0%	+
	STABILIZING CROP - SEEDING AND FERTILIZING	1,260.00	155.00	155.00	LF	\$3.25		4.095.00		*	503.75	\$ 503.75	12%	4
48	SILT FENCE	1,260.00	122.00	1113	LF	\$1.00		1,260.00	s -	s	303.73	303.73	0%	t
49	REMOVAL OF SILT FENCE	126.00			LF.	\$3.50		441.00	· ·	Ś			0%	H
50 51	MAINTENANCE OF SILT FENCE FLOATING SILT CURTAIN (HANGING)	400.00	150.00	150.00	UF.	\$20.00		8,000.00	·	5	3,000.00	3,000,00	38%	+
51 52	MAINTENANCE OF FLOATING SILT CURTAIN	200.00	TOOTE	130.00	UF	\$7.00		1,400.00		\$	3,000.00	3,100,00	38%	ł
		2.00	1.00	1.00	EACH	\$500.00		1,000.00		\$		500.00	50%	H
53 54	MOBILIZATIONS, EROSION CONTROL MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.00	1.00	Luc	EACH	\$1,000.00			5 -	s	500.00	00.0xc c	0%	-
34	PROPERTY ON STREET PROSECUTION CONTROL	1 130			CAUT	31,000.00	3	1,000.00	, .	2			U%	_
				TOTAL OR						T⊦	HIS PERIOD 1	TOTAL TO DATE		

M:2016_PROJEC*S\118.0083_Monticello_Bridge\Construction\PayEstimates\PA 1_MONTI_DOT

City Council Meeting Prep. Date: 08/31/17 Preparer: Doug Herman



Agenda Item: # 9 Agenda Date: 09/05/17

Communication Page

Agenda Items Description: Resolution to approve proposed naming and numbering of properties located within the City limits and outside the City limits along S. Main Street between E16 on the north and State Highway 151 on the south.							
Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session							
Attachments & Enclosures:	Fiscal Impact:						
Resolution	Budget Line Item: Budget Summary:						
E-mail from Garv Schwab (E911 Coordinator)	Expenditure:						
Maps from Gary Schwab	Revenue:						

Synopsis: E911 Director Gary Schwab proposes changes to a number of addresses along S. Main / Bus. 151 / Amber Road to create consistency. He has requested City Council input.

Background Information: As all of you know the properties along S. Main Street / Bus. 151 between E16 (generally) and State Highway 151 (generally) have been named and numbered somewhat inconsistently. Many of the properties are in the City limits and many are in the County. The E911 Coordinator and his Board have worked with the City on the renumbering and renaming of streets/addresses in that area to create a consistent system. It was decided that giving all of the properties a S. Main Street address made sense as that area is likely to be annexed by the City. Once that decision was made, it was then important to consider where side streets may extend off of S. Main Street. The location of side streets is important as that establishes a "break" in the numbering system from one block to another.

There are really only two issues a bit up in the air that the E911 Board is looking for the City's opinion on. The first question has to do with the naming of the existing Roger Stephen private drive as "Bradley Street" and the second has to do with the addresses of businesses facing S. Main Street that also side against a street that will be named 197th Street. The businesses prefer a S. Main Street address but the E911 Director/Board seems to prefer a 197th Street address. Those properties include the Prull building, Kerp's building (two addresses) and the Culligan building.

Recommendation: I recommend that the Council consider the proposals and approve a Resolution setting forth a recommendation to the E911 Board.

The City of Monticello, Iowa

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

RESOLU	TION	#17

Resolution to approve proposed naming and numbering of properties located
within the City limits and outside the City limits along S. Main Street between E16 on the
north and State Highway 151 on the south.

WHEREAS, The Jones County E911 Coordinator and the E911 Board have requested City input with regard to the naming of streets and the numbering of certain properties along said streets, same generally located on the street commonly known as S. Main Street between County Road E16 on the "north" and State Highway 151 on the "south", and

The Council finds that it supports the naming of the Roger Stephen private drive as Bradley Street as also agreed to by the County Board of Supervisors, and

Sally Hinrichsen, Monticello City Clerk

	s considered whether or not properties facing S. Main Street eet address where they side on 197th Street and access S. Main I finds that
recommend to the Jones County Bradley Street and that those pro	ESOLVED that the City Council of Monticello, Iowa does hereby E911 Board that the Roger Stephen private drive be renamed operties fronting on S. Main Street, but siding and accessing S. et be given addresses.
	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 5th Day of September, 2017.
	Dena Himes, Mayor
Attest:	

Doug Herman

From:

Sally Hinrichsen

Sent:

Wednesday, August 23, 2017 10:45 AM

To:

ambulance; Britt Smith; Don McCarthy

Cc: Subject: Doug Herman FW: final effort

Attachments:

South Main 1.bmp; South Main 2.bmp; South Main 3 Option A.bmp; South Main 3

Option B.bmp; South Main 4 & Bradley Street.bmp; South Main 5.bmp

Please review the attach documents.

I am looking for feedback or any concerns you may. This will be presented to the Council on September 5th for their input

Thanks

Sally

From: Gary Schwab, E911 Coordinator [mailto:E911@co.jones.ia.us]

Sent: Wednesday, August 23, 2017 10:27 AM **To:** Sally Hinrichsen <sallyh@ci.monticello.ia.us>

Subject: final effort

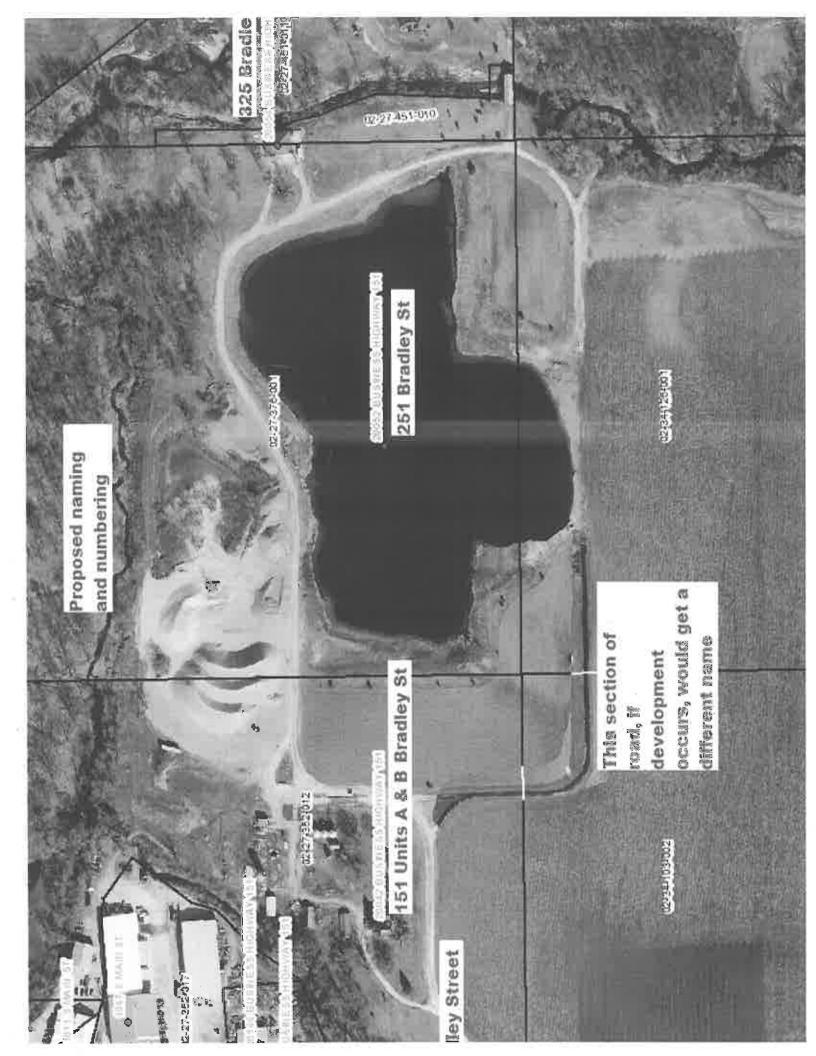
Sally,

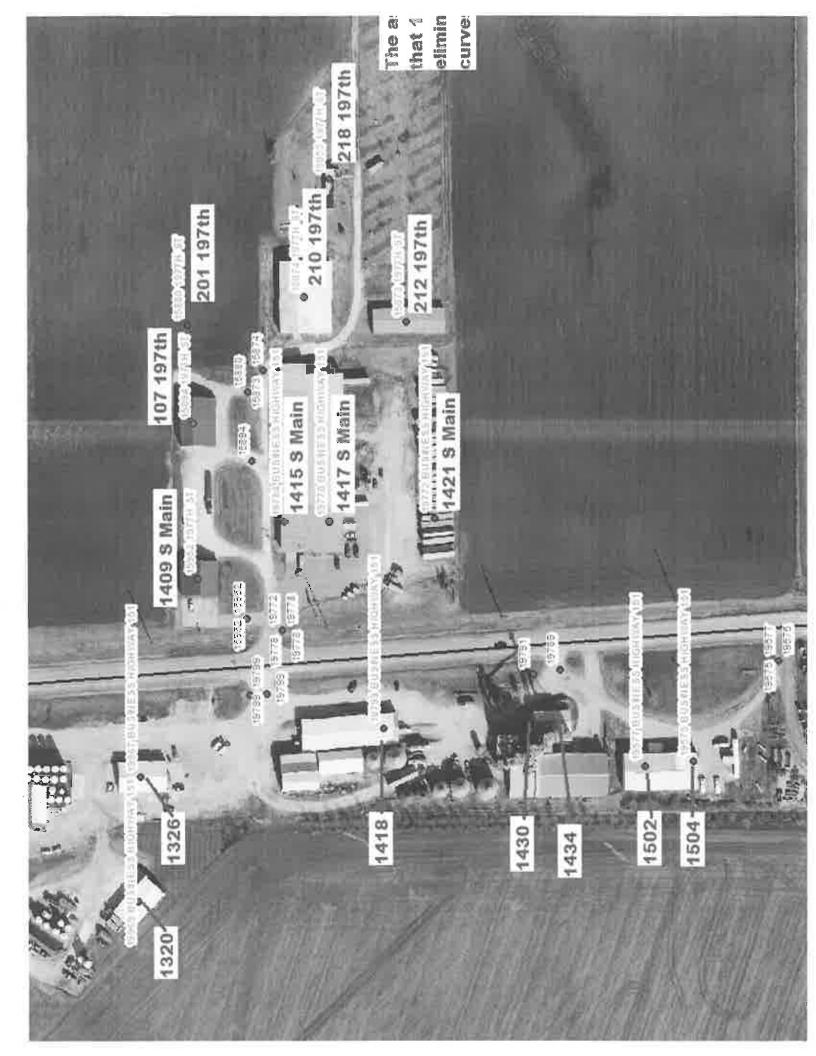
With the attached maps I have the latest and greatest configurations.

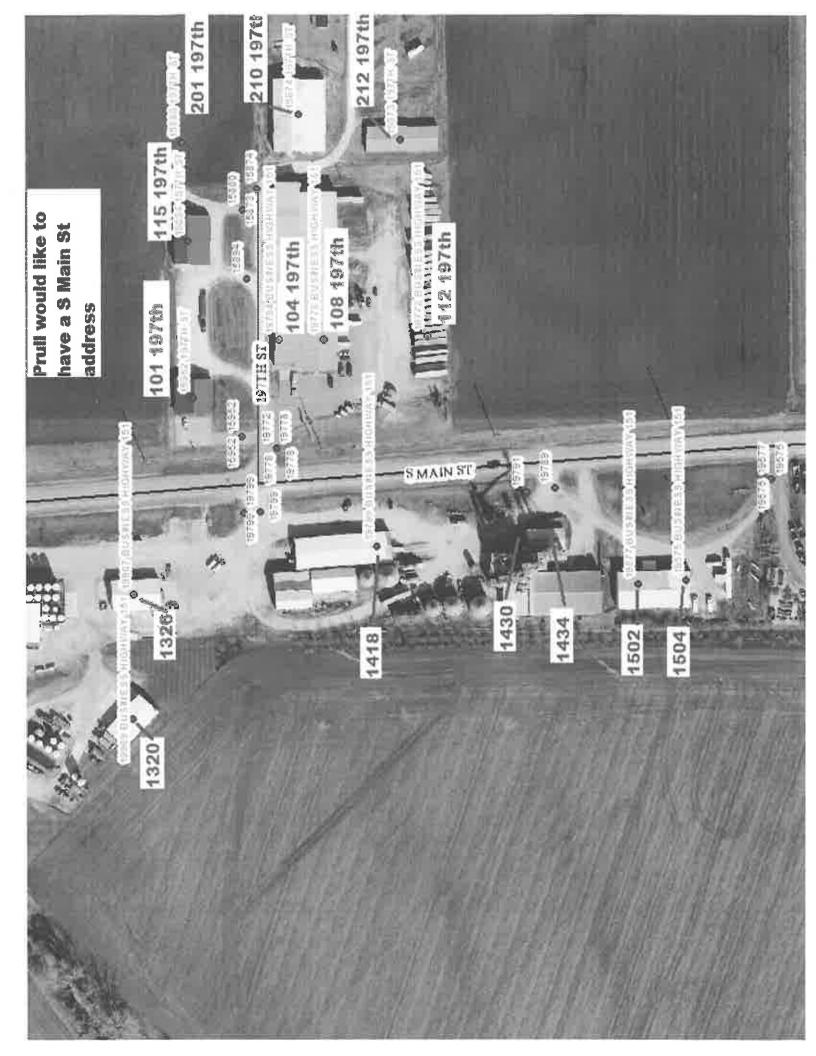
- At last week's Board of Supervisors meeting they approved naming Roger Stephen's private road to Bradley Street.
- The 911 Service Board prefer to have the businesses on 197th with South Main frontage to have 197th St addresses. With that in mind and knowing that those businesses would prefer to have south Main addresses have included two maps.
 - One with addresses as 197th
 - One with addresses as South Main
 - I would like Monticello's opinion on these two options so that I could preset to the next board meeting September 7th
- I would like to complete this project before it gets cold, your help is much appreciated.

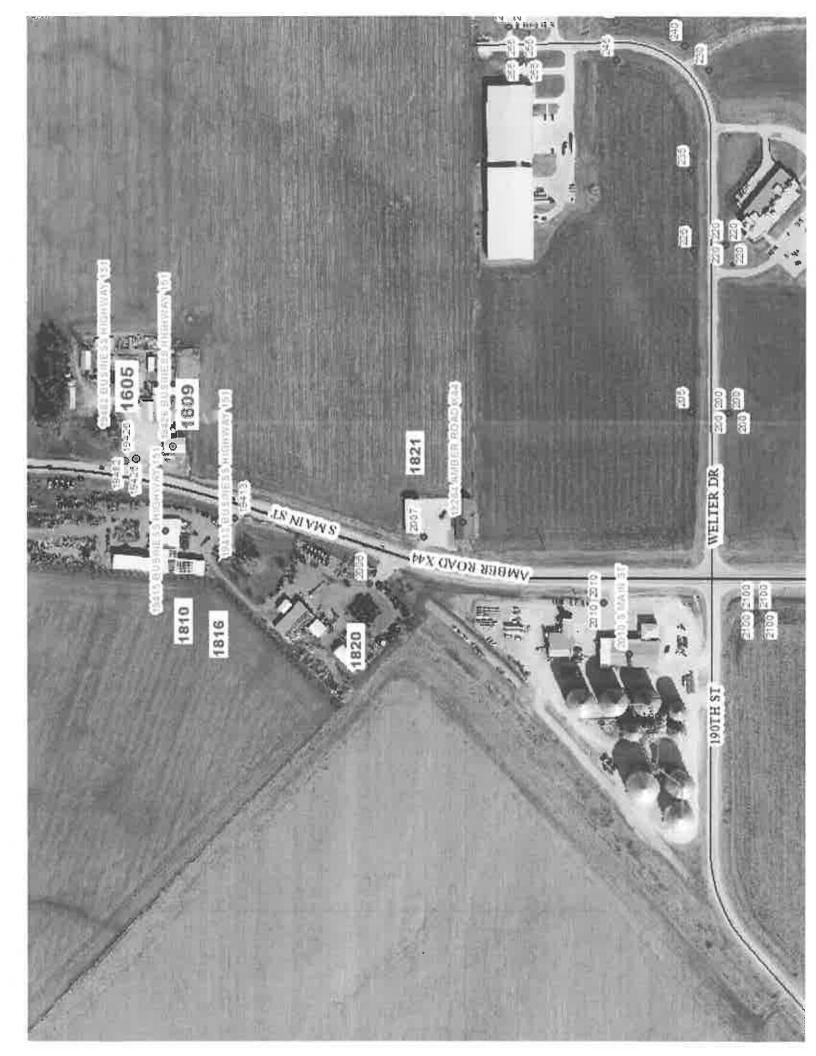
Gary Schwab
Jones County 911 Coordinator
500 West Main Street, Rm 34
Anamosa, IA 52205
E911@co.jones.ia.us
319-462-2735

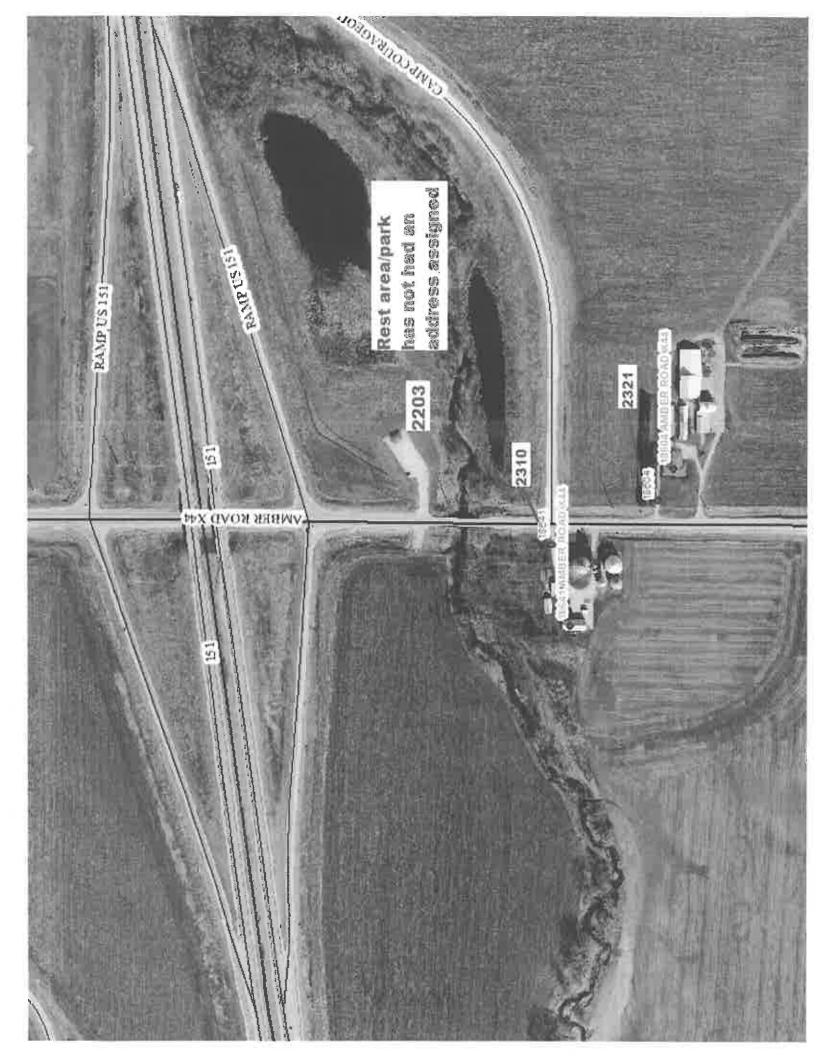












City Council Meeting Prep. Date: 09/01/17 Preparer: Doug Herman



Agenda Item: 10 Agenda Date: 09/05/2017

Agenda Items Description: Resolution to schedule Public hearing on Amendment of Urban Renewal Area and amendment of Urban Renewal Plan to include property commonly known as 218 W. 1st Street within Urban Renewal Area and to include the building demolition and renovation within the Urban Renewal Plan as an authorized project.

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session							
Attachments & Enclosures:		Fiscal Impact:					
Proposed Resolution		Budget Line Item:					
Developer Proposal		Budget Summary: Expenditure: Revenue:					
City Admin. Draft Proposal to developer							
	1 1						

<u>Synopsis</u>: The Public Hearing is necessary to move forward with TIF incentives to the developer(s) of property located at 218 W. 1st Street

Background Information: The Resolution would set a public hearing on the addition of the property located at 218 W. 1st Street to the Urban Renewal Area and adding the proposed demolition and reconstruction project to the Urban Renewal Plan.

This project has come up pretty fast, so I will offer some background and then direct you to the attached explanation from B & J Excavating, the developer.

The property, formerly owned by Ron and Diana Digman, located at 218 W. 1st Street had become quite dilapidated and in need of significant upgrade or demolition. Brian Monk, owner of B & J Excavating, owns the building next door and had interest in seeing the building next to him addressed, cleaned up, or removed. In discussions with Brian and the prior owner a deal was worked out for B & J to acquire the property. It came clear very quickly that the building needed to go. Brian has put a plan together to demolish the building and to erect a new brick storefront for three commercial entities. He was not prepared to move forward unless and until he could get at least two commitments to the new buildings which will be set up as condo type units to be individually owned by the occupants.

Based upon my discussions with Brian I put together proposed/potential incentives to assist him with the demolition and development of the property. The potential incentives, obviously tied to Council consideration and approval, would benefit both B & J as the developer and the subsequent owners who will have "build out" responsibilities related to their portion of the structure.

We have not had an agreement just like this in the past, however, we have not had a project just like this in the past either. The proposal is kind of a hybrid, with provisions similar to those in the Welter

Addition. (In the Welter Addition new, undeveloped ground was being purchased and the TIF Grant bought down the purchase price per acre. In this case, the ground being bought has a dilapidated building located on it that needs to be removed before redevelopment and the lot is much smaller than an acre as it is a "downtown" lot.)

The total current property valuation of the existing building and lot is \$45,810 producing taxes in the amount of \$1,076. I would estimate the new structure to be valued similar to the N. Main offices that house Dr. Woken, Family Chiropractic, Edward Jones or Armin Plaza locations that house Subway, Kelehers, Edward Jones and Pure Image Salon. The total valuation of the four units that comprise Armin Plaza is \$572,420. Because that amount is based upon 4 units, not three, I will reduce the total valuation by 25% which takes it to \$429,315. Now, because those units are also served by off street parking and may be a bit larger, I will reduce that total by 20%, bringing the total valuation to \$343,452. If my calculations are in the ballpark, which I believe they are, the total valuation increase of the 218 W. 1st Street property would climb from right at \$45,000 to \$345,000, a \$300,000 increase or an increase of approximately 7 times the current valuation. Taxes could rise from \$1,076 per year to over \$7,000 per year.

I have discussed two grants payable to the developer of the lot, B & J, totaling \$20,000, \$5,000 when the buildings are demolished and the lot is clear and \$15,000 when the new 3 unit building is constructed and ready for build-out by the owners of each unit. Each unit would then also be eligible for a ten year partial tax rebate.

So, if my above math is correct we could collect \$70,000 in taxes over ten years. During that time frame we would pay the developer \$20,000 and approximately \$37,500 in rebates, a total payout of \$57,500, leaving the City with \$12,500 in tax receipts that were not rebated or granted. (Assuming approximate current tax rates and laws) (I have reduced my estimated valuations in the communication page from the estimates I used in the attached letter to Brian Monk.) If the existing building stands and the valuation remains the same, the City at current tax rates and laws will receive right at \$11,000 over ten years. If the building is demolished and the lot remains vacant the City will receive right at \$6,000, just over half of the tax payment, over the next ten years. Therefore, even with the rebates and grants the new building will create more new taxes to the City than either of the other options over the next ten year.

I recommend that the Council offer opinions, advice, thoughts, so that we can work towards a final development agreement. If the Council is supportive of doing something we should set public hearings tonight on amendments to the Urban Renewal Area and Plan.

<u>Staff Recommendation</u>: I recommend that a public hearing be scheduled to amend the Urban Renewal Area and Plan to add the B & J Excavating project for the 2nd day of October, 2017 at 6:00 p.m. (This will allow me an opportunity to meet with School and County as required by Code.)

Note: I will draft actual Plan and Area amendment after scheduling of Public Hearing.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO, IOWA RESOLUTION #17-

Scheduling Public Hearing on the proposed Amendments to the Monticello Urban Renewal Area and the Monticello Urban Renewal Plan.

WHEREAS, The City of Monticello has previously created the Monticello Urban Renewal Area, as subsequently amended, hereinafter referenced as the "Urban Renewal Area", and

WHEREAS, The Council, being been duly advised, has determined it appropriate and desirable to expand the Urban Renewal Area to add and include all property as described within Exhibit A, with an associated amendment to the Urban Renewal Plan as set out within Exhibit B, and

WHEREAS, The Council desires to consider all input before making a final decision on the proposed amendments to the Urban Renewal Area and Urban Renewal Plan, and

WHEREAS, A Public Hearing must be scheduled to allow for public input on the proposed amendments.

NOW, THEREFORE, BE IT RESOLVED by the City Council in session this 5th day of September, 2017 as follows:

- 1. That Public Hearing is hereby scheduled for the 2nd day of October, 2017 at 6:00 p.m. at the regularly scheduled City Council Meeting, same to be held in Council Chambers at the Monticello Renaissance Center.
- 2. The City Clerk shall publish notice of said hearing, same to be in the form of the notice attached hereto, and identified as "Exhibit C", in the Monticello Express not less than four nor more than twenty days prior to the date set for hearing.
- 3. City Administrator, Doug Herman, is designated as the City's representative in connection with the consultation process per Iowa Code section 403.5.
- 4. The proposed Urban Renewal Plan Amendment is hereby submitted to the City of Monticello Planning and Zoning Board for review and recommendation, as required by Iowa Code Section 403.5.

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 5th day of September, 2017.

	Dena Himes, Mayor	
Attest:	•	
Sally Hinrichsen, City Clerk		



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

Equal Opportunity Employer - Fair Housing City

To: Brian Monk

From: Doug Herman

Re: Potential City Incentives related to Demolition and Reconstruction of three unit

commercial structure on W. 1st Street.

Brian:

As we discussed I believe the Council would entertain financial incentives related to the demolition of existing structures and construction of a new structure at 218 W. 1st Street.

I believe the Council would consider the following incentives to make this project happen:

- 1. \$5,000 TIF Grant to the developer upon completion of demolition and lot grading.
- 2. \$15,000 TIF Grant to the developer upon completion of the new structure. 1
- 3. To promote the purchase of the new store fronts the buyers would be offered the following tax rebate percentage and schedule:

FY 1:	85%	FY 6:	60%
FY 2:	80%	FY 7:	55%
FY 3:	75%	FY 8:	50%
FY 4:	70%	FY 9:	45%
FY 5:	65%	FY 10:	40%

- a. Tax rebates to be paid to the owner of each unit; 10 year rebate period would all commence on the same schedule.²
- b. For purposes of calculating potential rebates you could assume annual taxes of \$4,000 per unit. The value of the rebate per unit would be approximately \$25,000 over ten years based upon a \$4,000 annual net tax assumption.³

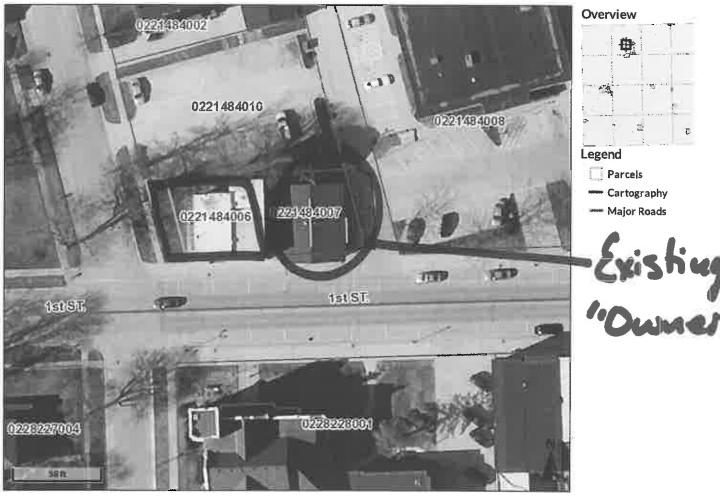
Thanks for pursuing this project.

¹ One story three storefront brick front commercial structure with buyers responsible for the build out.

² Therefore, if you owned one of the units for a year or two you would be the party receiving the rebate.

³ Assumes property valuation of approx. \$130,000/ unit; \$35 tax rate and 10% Commercial property tax rollback.

Beacon[™] Jones County, IA



Parcel ID

Sec/Twp/Rng

Property Address

Brief Tax Description

0221484005

Alternate ID 112100 Class

R n/a

Acreage

Owner Address DIGMANN, RONALD F & DIANA L

PO BOX 2132

CEDAR RAPIDS IA 52406-2132

MONCO District

n/a

R.R. ADD W 12.5' LOTS 429 & 430 EX PT TO HOGAN

(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: 7/31/2017 Last Data Uploaded: 7/28/2017 7:57:04 PM



Schneider Corporation



Summary

Parcel ID 0221484006 Alternate ID 112000

218 W 1ST ST # 220 **Property Address**

MONTICELLO IA 52310

Sec/Twp/Rng

Brief

R.R. ADD W 1/2 LOTS 429 & 430 EX PT TO HOGAN & EX LY E OF LN BEG AT PT

Tax Description 20'6" W OF

(Note: Not to be used on legal documents)

Deed Book/Page Contract

Book/Page **Gross Acres**

0.00

Net Acres 1.00

Class C - Commercial; M - MultiResidential

(Note: This is for tax purposes only. Not to be used for zoning.)
MONCO - MONTICELLO CITY/MONTICELLO SCH

District

School District MONTICELLO SCHOOL



Owner

Deed Holder

Contract Holder

Digmann, Ronald F & Diana L

PO Box 2132

Cedar Rapids IA 52406-2132

Mailing Address Digmann, Ronald F & Diana L

PO Box 2132 Cedar Rapids IA 52406-2132

Lot Area

Lot Dimensions Regular Lot: 50.00 x 50.00 0.06 Acres; 2,500 SF

Commercial

Туре	Base Area	Year Built
Store - Retail Small	1720	1900
Store - Retail Small	168	1910
Store - Retail Small	176	1910

Improvements

Card 01

		Const		Year	Eff		Base	Adj	Size/
ID	Use	Type	Grade	Const	Year	Cond	Rate Features	Rate	Area
С	GENRET			1900	1900	AV	0.00	0	2112

Transfers

Date	Owner 1	Owner 2	Book & Page	Amount
5/13/1993	PEARSON, F		3 41/21	\$25,000.00
12/15/1953	UNKNOWN		106/605	\$0,00

Valuation

	2017	2016	2015	2014	2013
Classification	Commercial / Multiresidential	Commercial / Multiresidential	Commercial / Multiresidential	Commercial	Commercial
+ Assessed Land Value	\$19,500	\$19,500	\$19,500	\$19,500	\$8,370
+ Assessed Building Value	\$14,982	\$14,982	\$14,982	\$24,970	\$29,970
+ Assessed Dwelling Value	\$9,988	\$9,988	\$9,988	\$0	\$0
Gross Assessed Value	\$44,470	\$44,470	\$44,470	\$44,470	\$38,340
Exempt Value	\$0	\$0	\$0	\$0	\$0
 Net Assessed Value 	\$44,470	\$44,470	\$44,470	\$44,470	\$38,340

Taxation

	2015 Pay 2016-2017	2014 Pay 2015-2016	2013 Pay 2014-2015	2012 Pay 2013-2014
+ Taxable Land Value	\$17,258	\$17,550	\$7,952	\$7,570
+ Taxable Building Value	\$13,484	\$22,473	\$28,472	\$27,120
+ Taxable Dwelling Value	\$8,615	\$0	\$0	\$0
= Gross Taxable Value	\$39,357	\$40.023	\$36.424	\$34.690



8/22/17

To: Potential Purchasers.

We are pleased to offer the following information for your review on a new professional building. With the closing fast approaching for the building located at 220 West 1st Street in Monticello, future development plans are now in the works.

B & J Hauling and Excavation Inc. is proposing a new 50' x 70' building able to house three different businesses. They will be set up like a zero lot line condominiums each holding it's own deed and abstract. Each unit will be approximately 1100 square feet of usable space and build out ready. They will have their own heating and air conditioning units along with a restroom. All walls will have the sheet rock hung along with a triple 5/8" firewall between each unit. Commercial grade glass main entry doors along with steel rears for security. Arched windows in the front will be accented with an eyebrow canopy including canopy lights. We will be incorporating the brick from the existing structure to sharpen up the front of your new office space as well. Your unit will then be set for the specific needs of each of the businesses. We can assist you with contractor information or you can contact one yourself. There will be a shared concrete drive/walkway to the rear of the building for any deliveries or needs. This area is part of the adjacent property and we will be getting a permanent easement for its usage. No long-term parking will be allowed in this area though. There will also be a new sidewalk that is handicap accessible in the front.

Also for this new building are tax incentives being proposed by the City of Monticello. They could have an aggressive tax rebate schedule for you to take advantage of for the next 10 years. These rebates over the course of 10 years could possibly yield around \$25,000 in refunds. These will be based on the assessed value after completion. See the attached form from the City of Monticello.

Once we have two commitments, our construction process will begin. We have a lofty goal of the spring of 2018 as a move in date. Build outs could start as soon as each unit is ready. With the winter months approaching sooner than later, there is an outside chance construction may not start until the spring of 2018. Concrete placement is not conducive in cold weather. Regardless, a start to finish would have to be judged at about 5 to 6 months to when you could physically move in.

In the event you have any additional needs in regards to your build out, plumbing or electrical, it would be good to have them arranged prior to each of those trades



starting. Though a cost not associated with our price, having these changes or additions done after our completion could be more costly than having them done now. An example would be adding a plumbing fixture after completion only to tear a section of floor out for its placement. Just little things to help defray costs as you plan your new office space. There will be no requirements for what you do internally. No signage will be allowed on the exterior of the building or on any of the sides or rear.

Per unit costs will be \$85,000.00. When you subtract the tax rebate being proposed, this makes each unit very economical in the long run.

In the beginning we will need a letter of commitment from you and your bank to get things started. Once the construction date is set, a down payment of 10% and then the balance being due when starting your build out.

In this packet you will also find the front view of the building along with the floor plan being proposed.

Should you have any further questions, please feel free to ask.

Thank you for your consideration.

Brian Monk B & J Hauling & Excavation Inc. Items included in the price for each unit.

50' x 70' Insulated steel framed building.

All inside walls studded out with additional blanket insulation.

(4) sheet rocked walls

Triple 5/8 sheet rocked firewalls, double studded and insulated.

8" x 4' frost wall with a 4 "concrete floor.

26 Gauge Galvalume screw down roof with trim and long life fasteners

26 Gauge colored wall covering with colored trim and painted fasteners.

13' eave extension with soffit on the low sidewall

70' Long 4' High x 4' out Eyebrow Canopy w/ sheeting and trim

Simple saver insulation in the roof (R29) and four walls (R25)

3070 Full Glass Storefront Door w/ Closer & Push/Pull Hardware

3070 Steel Rear Doors with panic bar

1 per unit 4' x 6' 3 3/8" arched Andersen window boxed out with sheet rocked.

Storefront to be one course of repurposed red bricks with decorative designs

1 Studded and sheet rocked lavatory

1 per unit Gerber wall hung lavatory

1 per unit Delta Faucet

1 per unit exhaust fan and light

1 per unit 2' handicap bar

1 per unit 3' handicap bar

1 per unit Gerber toilet

1 Studded and sheet rocked mechanical room

1 per unit 6 gallon water heater

1 per unit Goodman 60,000 BTU 96% efficient furnace

1 per unit Goodman 2.5 ton 14 seer cased coil

1 per unit Goodman 2.5 ton seer condenser

1 per unit Honeywell 4000 Thermostat

1 per unit box filter

225 Amp 2P Meter socket

1 per unit molded case circuit breaker 240V -200amp

1 per unit Homeline 225 amp main lug panel

3 per unit 10 watt LED wall packs

Rear security light

All permits and energy company expenses.

Builders risk insurance unil new owners takes occupancy

Items not included Floor covering

Interior partition walls

Sheetrock for interior partition walls



Duct work
Texturing on any walls
Any interior painting of any kind
Branch circuts and covers
Tv jacks and covers
Phone jacks and covers
Light fixtures
Suspended ceiling
Additional plumbing lines (water and sewer) if needed
Additional windows if unit has available space
Security systems
Any interior doors or trim
Mailboxes
Insurance once new owner starts build out



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

Equal Opportunity Employer - Fair Housing City

To: Brian Monk

From: Doug Herman

Date: August 23, 2017

Re: Potential City Incentives related to Demolition and Reconstruction of three unit

commercial structure on W. 1st Street.

Brian:

As we discussed I believe the Council would entertain financial incentives related to the demolition of existing structures and construction of a new structure at 218 W. 1st Street.

To promote the purchase of the new store fronts, buyers would be offered the following tax rebate percentage and schedule:

FY 1:	85%	FY 6:	60%
FY 2:	80%	FY 7:	55%
FY 3:	75%	FY 8:	50%
FY 4:	70%	FY 9:	45%
FY 5:	65%	FY 10:	

The tax rebates would be paid to the owner of each unit. Each unit would have the same ten (10) year rebate period.

For purposes of calculating potential rebates I have assumed annual taxes of \$4,000 per unit. The value of the rebate per unit would be approximately \$25,000 over ten years based upon a \$4,000 annual net tax assumption.²

Thanks for pursuing this project.

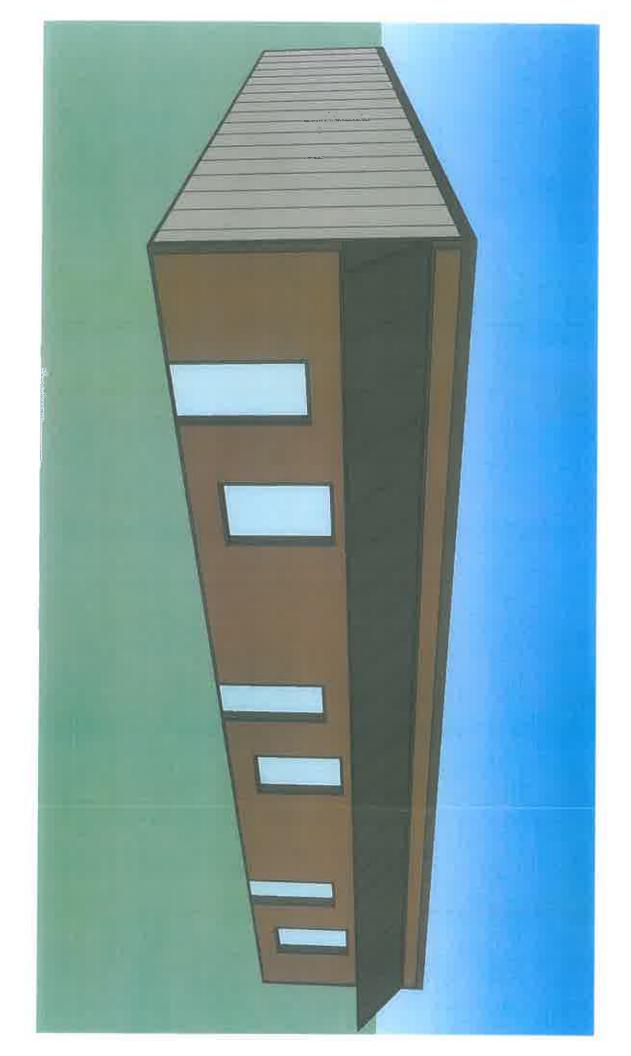
Sincerely yours,

Douglas D. Herman

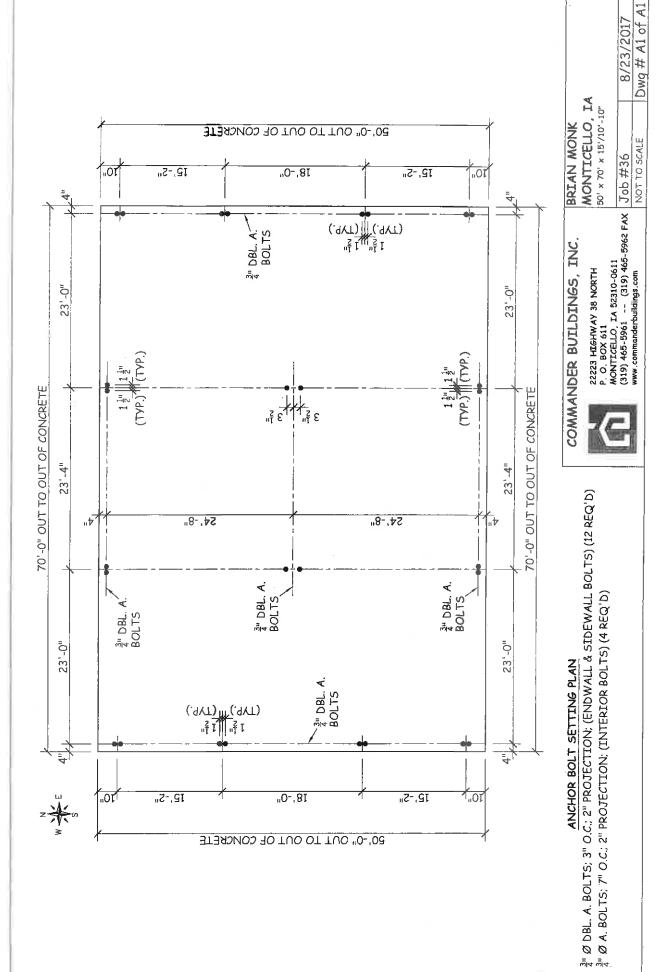
Monticello City Administrator

¹ Therefore, if you owned one of the units for a year or two you would be the party receiving the rebate.

² Assumes property valuation of approx. \$130,000/ unit; \$35 tax rate and 10% Commercial property tax rollback.







City Council Meeting Prep. Date: 08/31/17 Preparer: Doug Herman



Agenda Item: # | | Agenda Date: 09/05/17

Communication Page

Agenda Items Description: Resolution to schedule public hearing on proposed amendments to Electric Franchise Agreement.

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session					
Attachments & Enclosures: Resolution	Fiscal Impact: Budget Line Item: Budget Summary:				
E-mail from Alliant with proposed Ordinance Original Ordinance establishing F. A.	Expenditure: Revenue:				

Synopsis: Alliant currently keeps a small portion of the franchise fees collected as an Administrative fee. They propose to discontinue that fee and to do so requires an amendment to the Code.

<u>Background Information</u>: It is my understanding that Alliant has upgraded technology / processing and no longer can justify the maintenance of a fee in relation to the collection of a franchise fee. They propose the modification of our Code to do away with provisions related to their maintenance of a fee and will pay all costs associated with the amendment process. The same franchise fee will be collected with the portion that used to go to Alliant now coming to the City.

The Resolution schedules a public hearing on the proposed amendment to the Franchise Fee Agreement / Ordinance.

Recommendation: I recommend that the Council approve the proposed Resolution scheduling Public Hearing on the proposed amendment to the Electric Franchise Fee agreement.

The City of Monticello, Iowa

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

RESOLUTIC	N #	17	7_	
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Scheduling Public Hearing on Proposed amendments to the City of Monticello Electric Franchise Fee Agreement.

WHEREAS, the City of Monticello previously approved a franchise fee agreement with Interstate Power and Light Company, and

WHEREAS, provisions within the agreement allow the utility to maintain a portion fo the franchise fee to cover the administrative costs of collecting the fee, and

WHEREAS, the utility has proposed that they no longer maintain a fee in relation to their collection of the franchise fee, instead paying the entire amount to the City of Monticello, and

WHEREAS, the Council finds that a Public Hearing should be scheduled on the proposed amendments to the franchise agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby schedule Public Hearing on the proposed amendments to the Monticello Franchise Agreement with Interstate Power and Light Company execution of the Corrective Electric Line Easement for the 18th day of September, 2017 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 5th day of September, 2017.

	Dena Himes, Mayor
Attest:	
Sally Hinrichsen, City Clerk	

Doug Herman

From: Sherman, Keith <KeithSherman@alliantenergy.com>

Sent: Monday, August 07, 2017 9:49 AM

To: Doug Herman

Subject: Alliant Energy Electric Franchise Ordinance Amendment

Attachments: Monticello Electric Franchise.pdf; Monticello Electric Franchise Ordinance

Amendment.doc

Hi, Doug -

Here are the proposed Alliant Energy electric franchise ordinance amendment and a copy of the existing franchise agreement. As we discussed briefly on the phone last week, Alliant Energy wishes to remove the 0.06% administrative cost recovery charge as detailed in Section 8 of the current agreement. Because Alliant Energy is making the request, we will pay for the publication costs for the public hearing notice and ordinance passage notice after the amendment has been approved by the city council. Alliant Energy will gladly place the notices in the newspaper and provide original proofs of publication to the city after both notices have been published.

We would appreciate your advising us of when the public hearing and first reading are scheduled so we can have an idea of the timeline. After the council has passed the ordinance amendment, it must be filed and approved by the lowa Utilities Board before taking effect. We will coordinate those details with you. Feel free to contact me if you have any questions regarding this matter.

Thank-you for your help and cooperation.

Regards,

Keith Sherman | Senior Community Relations Manager

Alliant Energy

719 North 18th Street | Centerville, IA 52544-1113 Office: (641) 437-5255 | Cell: (641) 895-2506 alliantenergy.com | keithsherman@alliantenergy.com

ORDINANCE #	

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MONTICELLO, IOWA, BY MODIFYING PROVISIONS OF THE MONTICELLO ELECTRIC FRANCHISE, ORDINANCE NUMBER 586, RELATING TO FRANCHISE FEES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTICELLO, IA:

SECTION 1. PURPOSE. The City Council has determined that it is appropriate now to amend provisions of Monticello Electric Franchise Ordinance Number 586 relating to franchise fees. The franchisee, Interstate Power and Light Company, has indicated its consent to the changes in the ordinance as set forth herein. It is the intent of the City Council that all provisions set forth in Monticello Electric Franchise Ordinance Number 586 shall remain in full force and effect except as modified specifically herein relating to franchise fees.

SECTION 2. REPEALS AND MODIFICATIONS.

Section 8 of Monticello Electric Franchise Ordinance Number 586 is repealed and intentionally omitted.

Section 9 of Monticello Electric Franchise Ordinance Number 586 is repealed and the following language adopted in lieu thereof:

The franchise fee shall be applied to all customers' bills in accordance with current lowa law. The amount of franchise fee shall be shown separately on the utility bill to each customer. The company shall not grant exemptions of the franchise fee beyond that granted by the Code of lowa.

Section 12 of Monticello Electric Franchise Ordinance Number 586 is repealed and intentionally omitted.

SECTION 3. **CONFLICT AND REPEAL.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage and approval, written acceptance by the Company, and publication as required by law. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the lowa Utilities Board.

PASSED, AF	PPROVED A	AND ADOPTED _, 2017.	by t	he Monti	cello City	Council	this	(day o
				Dena Hi	mes, May	or	-		
Attest:									
Sally Hinrichsen, City	Clerk				(C	ITY SEA	.L)		



Interstate Power and Light Co. An Alliant Energy Company

Alliant Tower 200 First Street SE P.O. Box 351 Cedar Rapids, IA 52406-0351

Offica: 1.800.822.4348 www.alliantenergy.com

ACCEPTANCE

TO THE MAYOR AND CITY COUNCIL CITY OF MONTICELLO, IOWA:

Interstate Power and Light Company hereby accepts the electric franchise granted it by Ordinance No. 586 of the City of Monticello, Iowa. This Acceptance is intended to be in accordance and compliance with the terms and provisions of said Ordinance.

Dated this 18 day of Quent , 2006

Interstate Power and Light Company ("Company")

Vern A. Gebhart Jr.

Title: Vice President - Customer Operations

1. Sally Hinrichsen, City Clerk of the City of Monticello, Iowa, do hereby certify that on the 16th day of August, 2006 there was filed in my office by Interstate Power and Light Company, the Acceptance of the electric franchise granted by Ordinance No. 586 of the City of Monticello, lowa, and that the foregoing is a true copy of said Acceptance so signed. Further, by signing below I agree to waive the requirement that said Acceptance be filed in my office within ninety (90) days from passage of Ordinance No. 586 as stated in Section 17 of said Ordinance.

Dated at Monticello, lowa this 16th day of Queunt,

(SEAL)

MINUTES OF MONTICELLO, IOWA, CITY COUNCIL PROCEEDINGS RELATING TO THE ADOPTION OF FRANCHISE ORDINANCE NO. 586

February 21	, 200 5

The City Council of the City of Monticello, Jones County, Iowa, met in régular session on the above date pursuant to the rules of said Council, the Mayor presiding and the Clerk recording:

Dena Himes	 Gerry Muller					
William Meyer	 Dave Utter				_,	
Jerry Wëlter		. •	i d			
Absent: Reenie Brever						
Council Member Welter	 offered	Ordinance	No.	586		, 0

ORDINANCE NO. 586

An Ordinance granting to INTERSTATE POWER & LIGHT COMPANY ("Company"), its successors and assigns, the right and franchise to acquire, construct, erect, maintain and operate in the City of Monticello, Jones County, Iowa, works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the transmission of electric current along, under and upon the streets, avenues, and alleys; transmission lines through the said City of Monticello, Jones County, Iowa, to supply individuals, corporations, communities and municipalities both inside and outside of said City with electric light, heat and power for the period of twenty-five (25) years and granting to said Company the right of eminent domain.

BE IT ORDAINED BY THE City Council of the City of Monticello, Jones County, Iowa:

SECTION 1. There is hereby granted to INTERSTATE POWER & LIGHT COMPANY, hereinafter referred to as the "Company", its successors and assigns, the right and franchise to acquire, construct, erect, maintain and operate in the City of Monticello, Jones County, Iowa, works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the transmission of electric current along, under and upon the streets, avenues and alleys; transmission lines through the said City of Monticello, Jones County, Iowa, to supply individuals, corporations, communities and municipalities both inside and outside of said City with electric light, heat and power for the period of twenty-five (25) years; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa. This franchise is limited to electrical service.

- The poles, wires and appliances shall be placed and SECTION 2. maintained so as not to unnecessarily interfere with the travel on said streets and alleys in said City nor unnecessarily interfere with the proper use of the same; including ordinary drainage, or with the sewers, underground pipe and other property of the City, and the said Company, its successors and assigns shall hold the City free and harmless from all damages arising from the negligent acts or omissions of the Company in the erection or maintenance of said system. If the poles, wires and appliances shall unnecessarily interfere with the travel on said streets, alleys, and public places in said City or unnecessarily interfere with the proper use of the same due to a street or alley improvement project conducted by the City, the Company shall relocate such poles, wires and appliances to remove said interference. The cost to perform said relocation shall be assigned in accordance with the Company's tariffs and rules of state and federal regulatory authorities with jurisdiction over the Company's operations. The company reserves the right to determine the location and type of construction of the company's system to clear said interference.
- **SECTION 3.** The Company, its successors and assigns, shall furnish and install all meters at its own expense, and shall provide the service wire to buildings as set forth in the Company's tariff filed with the Iowa Utilities Board.
- **SECTION 4.** The system authorized by this Ordinance shall be modern and up-to-date and shall be of sufficient capacity to supply all reasonable demands of said City and its inhabitants thereof and shall be kept in a modern and up-to-date condition.
- **SECTION 5.** The franchise granted by this Ordinance shall not be exclusive.
- SECTION 6. Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, Acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.
- SECTION 7. FRANCHISE FEE. The Company shall collect a franchise fee of 3% on the gross receipts from the sale of electricity for customers within the limits of the City of Monticello, Jones County, Iowa. Company shall commence collecting the 3% franchise fee on the date of January 1 or July 1, following six months from the date the acceptance of this Ordinance by the Company is filed with the City Clerk. franchise fee may increase up to a maximum of 5% on or after January 1, The Grantor shall give a minimum 6-month notice prior to the request to implement the 5% fee. If at any time, the Iowa Utility Boards, State Legislature, or other authority having property jurisdiction prohibits such recovery, the Company will no longer be obligated to collect and pay the franchise fee herein contemplated. Should this occur, the franchise agreement shall, effective 180 days following said occurrence, be nullified and of no further force and effect.
- SECTION 8. The Company shall impose an additional charge equal to .06 percent (0.06%) of the gross receipts from the sale of electricity to be added on to the charges the Company bills it customers within the limits of the City of Monticello, Jones County, Towa. Said additional charge shall cover the Company's accounting and miscellaneous costs of collection for franchise fees and shall only apply when a franchise fee is being collected pursuant to Section 7. Such additional charges constitute a part of such charges and shall be a debt from customers to

Company until paid, and shall be recoverable at law in the manner as other debts.

SECTION 9. The franchise fee shall be applied to all customers' bills in accordance with Iowa Code Chapter 364.2(f), 422B.8 and 422E.2(3). The Company shall not grant exemptions or refunds of the franchise fee beyond that granted by the Code of Iowa.

SECTION 10. The City reserves to itself the right to make reasonable regulation of the company's use of streets and alleys according to the Code of Iowa.. Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of the City and to the general public as is reasonably necessary; and repairs and replacements shall be made promptly by the Company, leaving such properties in as good a condition as existed immediately prior to excavation.

The Company agrees that for the term of this franchise, it will use its best efforts to maintain facilities and equipment sufficient to meet the current and future energy requirements of the City, its inhabitants and industries that meet the Iowa Utility Boards Requirement. While maintaining its facilities and equipment, the Company shall obtain permits as required by ordinance, except that in emergency situations, the Company shall take immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, the Company shall notify the City as soon as reasonably possible.

- SECTION 11. Upon receipt of a final and unappealable order or approval authorizing annexation, or changes in the limits of said City, the City Clerk shall provide written notification to an officer of Company of such annexation or change in the limits of said City, and the Company shall apply the franchise fee to its customers who are affected by the annexation or change in the limits of the City, commencing six (6) months from receipt of the written notice.
- **SECTION 12.** The sum of such additional charges for the franchise fee and any additional charges related to Section 7 above shall be shown separately on the utility bill to each customer.
- **SECTION 13.** The Company shall remit collected franchise fees to the City on a quarterly basis, within thirty (30) days after the last day of the last revenue month of the quarter.
- SECTION 14. That said franchise fee shall be in lieu of any other payments to the City for the Company's use of streets, avenues and alleys in the said City and other administrative or regulatory costs with regard to said franchise; and said poles, lines, wires, conduits and other appliances for the transmission of electric current along, under and upon the streets, avenues and alleys in the said City to supply individuals and corporations, inside of said City with electric light, heat and power shall be exempt from any special tax, assessment, license or rental charge during the entire term of this ordinance.
- **SECTION 15.** The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the said Company, as herein provided. In the event the Company continues to provide services after the expiration of this franchise such continuation shall not be considered or construed as holding over or as a continuation of this franchise and the Company shall neither have nor claim any rights whatsoever by virtue of said actions.

SECTION 16. The expense of the publication of this Ordinance shall be paid by the Company.

SECTION 17. The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

SECTION 18. This Ordinance sets forth and constitutes the entire agreement between the Company and the City of Monticello with respect to the rights contained herein, and may not be superceded, modified or otherwise amended without the approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City of Monticello, Jones County, Iowa enact any ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this Ordinance, that create additional burdens upon the Company, or which delay utility operations.

It was moved by Council Member Welter and seconded by Council
Member Himes that said ordinance be placed upon its first reading.
UPON ROLL CALL, Council Members voted upon said motion as follows: (insert
name and vote either "YES" or "NO")
Welter - Yes , Himes - Yes ,
Muller - Yes , Meyer - Yes ,
Utter - Yes ,
Five (5) Members of the Council being present and having voted "YES," Mayor
declared said motion carried, and said Ordinance No. 586 was placed upon its
first reading and was read the first time. Second reading was held on February 21, 2005.
Thereupon, it was moved by Council Member Muller , and
seconded by Council Member Himes that the laws and rules providing that
ordinances shall be fully and distinctly read on three different days be suspended and
dispensed with, and that Ordinance No be placed on its last reading.
UPON ROLL CALL, Council Members voted upon said motion as follows: (insert
name and vote either "YES" or "NO")
Muller - yes Preyer - yes ,
Himes - yes
Welter - yes , Meyer - no

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Five (5) Members of the	Council being pres	ent and having voted	"YES," Mayor
Yeoman declared th	e motion carried, an	nd Ordinance No. <u>586</u>	was then
placed upon its last reading and v	vas read the last time	e.	
Thereupon, it was moved	oy Council Member _	Himes	, and.
seconded by Council Member _	Breyer	that Ordinance No.	586 be placed
upon its final passage and passed	l.		

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UPON ROLL CALL, Council Members voted upon said motion as follows: (insert name and vote either "YES" or "NO")

Himes - yes , Breyer - yes ,

There being no further business before the meeting, on motion duly made, seconded and carried, the Council adjourned.

Mayor of the City of Monticello

Jones County, lower

Attest:

City Clerk

(SEAL)

City Council Meeting Prep. Date: 08/31/17 Preparer: Doug Herman



Agenda Item: # 1Z Agenda Date: 09/05/17

Communication Page

<u>Agenda Items Description:</u> Resolution to approve proposal related to City owned lot located at 224 N. Chestnut Street and to direct staff to negotiate agreement with chosen proposal.

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session			
Attachments & Enclosures:	Fiscal Impact:		
Resolution	Budget Line Item: Budget Summary:		
Proposals from Harmon and Zimmerman	Expenditure:		
	Revenue:		

Synopsis: At direction of Council two proposals have been received with regard to the Al Hughes lot.

<u>Background Information</u>: Council sought proposals from interested parties to purchase and "redevelop" the Al Hughes lot at 224 N. Chestnut Street. Two proposals have come in, generally as follows:

- 1. <u>Tom & Lisa Harmon</u>: Neighbor to Al Hughes lot proposes to purchase lot for \$25,000. His plan includes an addition to his home which would include a bathroom, utility/laundry room, and 2.5 stall garage, with siding to match existing home and driveway to Chestnut Street. They propose to sell of the property on the east side of the alleyway to the Lambert family who will either remodel or demolish the existing structure. Construction planned for calendar year 2018.
- 2. Norm Zimmerman: Norm proposes to build a new craftsman style house with a carriage style two story building on the back lot. The house to include three bedrooms on the second floor with a main floor of approximately 1300 square feet with a basement to include a family room and two car garage. The Carriage house would be approximately 30′ x 30′ with a work shop on the main level and a studio on the upper level. The house would be built with insulated concrete forms (ICF) from basement to the attic. Construction planned for calendar year 2018

Both parties indicate a plan to buy materials locally.

The Council previously indicated that it was interested in the following considerations;

- 1. Highest and Best Use of the lot.
- 2. Sale price of the lot.
- 3. Taxable basis of the lot.
- 4. Fit with the neighborhood.
- 5. Timing of improvements.

Because the Council has commented that one of the considerations will be potential future taxable basis I have shared the two proposals with the County Assessor and asked him for feedback on potential tax basis of each proposed project. I do not know whether or not he will provide an opinion or if so, whether or not I will have it by the meeting.

Recommendation: I recommend that the Council approve the proposed Resolution directing staff to move forward with one of the proposals, meeting with the party associated with the chosen proposal to work on the terms of an agreement.

The City of Monticello, Iowa

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

Resolution to approve proposal related to City owned lot located at 224 N. Chestnut Street and to direct staff to negotiate agreement with party associated with chosen proposal.

WHEREAS, the City Council previously directed that proposals be sought from parties interested in the purchase of the City owned property located at 224 N. Chestnut Street, and

WHEREAS, notice was published for two consecutive weeks in the Monticello Express seeking proposals, and

WHEREAS, two proposals were received, and the Council having considered the positive impacts to the community of both projects, including but not limited to the following considerations:

- 1. Highest and Best Use of the lot.
- 2. Sale price of the lot.
- 3. Taxable basis of the lot.
- 4. Fit with the neighborhood.
- 5. Timing of improvements.

finds that the proposal presented by _	will bring the greatest return to
	ator should be directed to proceed with the
negotiation of a purchase agreement	with
does hereby direct the City Administ	OLVED that the City Council of Monticello, Iowa trator to negotiate the terms of a purchase agreement related to the City owned property at Iowa.
	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 th day of September, 2017.
Attest:	Dena Himes, Mayor
Sally Hinrichsen, City Clerk	<u></u>

TO: CITY COUNCIL MONTICELLO, IOWA

FROM: TOM & LISA HARMON

234 NORTH CHESTNUT MONTICELLO

PROPOSAL FOR PROPERTY AT 224 NORTH CHESTNUT:

OUR PLAN IF WE ARE ABLE TO BUY THE PROPERTY IS TO ATTACH AN ADDITION TO OUR HOUSE ON THE SOUTH SIDE CONSISTING OF A BATHROOM, UTILITY/LAUNDRY ROOM, AND 21/2 STALL GARAGE. THE DESIGN IS NOT YET SET IN STONE, BUT THE TOTAL DIMENSION WILL BE AROUND 48X24 FEET. WE WILL RAISE THE GRADE TO OUR FLOOR LEVEL TO MAKE ENTRY ZERO STEPS. THE GARAGE WILL FACE WEST AND CONNECT TO N. CHESTNUT VIA CEMENT DRIVEWAY. THE ADDITION WILL BE SIDED AND ROOFED TO MATCH OUR HOUSE.

THE PART OF THE PROPERTY EAST OF THE ALLEY WE WILL SELL OFF TO THE LAMBERT FAMILY. THEY HAVE INDICATED THEY WILL TEAR DOWN OR REMODEL THE GARAGE ON THE EAST SIDE. IF WE GET THE PROPERTY WE PLAN CONSTRUCTION IN THE CALENDAR YEAR 2018.

ALL CONSTRUCTION MATERIAL WILL BE BOUGHT LOCALLY.

AT THIS TIME WE ARE OFFERING \$25,000.00 FOR THE PROPERTY.

234 N cheef nut Harmons 41011 Utility Room Kickout Bathroom Garage 24'x 36 Cement Drive to N. Chestmut



Norm: (319)480-6676 Office: (319)465-4472 Fax: (319)465-7058

19243 Stone Bridge Road, Monticello, Iowa 52310

August 31, 2017

RE: Lot at 224 North Chestnut Street, Monticello, IA Including Front Lot 59 x 122
And Back Lot 50 x 88

BID

We plan on building a Craftsman style home with a Carriage style two story building on the back lot.

The house to include 3 bedrooms on the second floor, the main floor of approx. 1,300 sq. ft., and a basement family room and 2 car garage. The Carriage house to be approx. $30' \times 30'$ with a work shop on the main level and a studio on the second level.

The house will be constructed of insulated concrete forms (ICF) from the basement floor to the rafters.

Offer Price for both lots......\$20,000.00

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Norm Zimmerman Zimmerman Buildings Inc. 19243 Stone Bridge Road

Monticello, IA 52310

Cell # 319-480-6676

TAX ID # 38-3664664





City Council Meeting Prep. Date: 09/01/17 Preparer: Doug Herman



Agenda Item: Reports **Agenda Date:** 09/05/2017

Communication Page

Agenda Items Description: Misc. Reports Type of Action Requested: Motion; Resolution; Ordinance; Reports; Public Hearing; Closed Session			

- If interested in attending the League of Cities Conference scheduled for this September in Davenport please let Sally know. (September 27-29)
- Urban Chicken Training set for October 12, 2017. More information to follow.
- In the process of setting up a meeting with Mike Felton and Extension Master Gardener. Waiting on potential dates from Master Gardener.
- Police Chief Report
- Engineer's Report

June 5, 2017

TO: Cities in Iowa

FROM: Executive Board of the Iowa League of Cities

SUBJECT: 2017 Annual Conference & Exhibit

The lowa League of Cities invites all cities to attend the Annual Conference & Exhibit, to be held September 27-29 in Davenport. The League's Annual Conference & Exhibit presents a one-of-a-kind opportunity for city officials in our state. Nowhere else will a city official from Iowa can experience such a wide range of programming as well as the chance to problem-solve with cities facing similar issues. Cities send their staff and elected officials to the League's annual conference because they can learn from the workshops and general sessions and bring that knowledge back to their city. The conference also provides an opportunity to meet fellow city officials and build beneficial relationships. A public purpose is certainly met when information garnered leads to a better served community.

In addition to the many training events, the League is required by its Constitution to hold the Annual Business Meeting in conjunction with the conference. During the business meeting member cities vote on the coming year's legislative priorities, approve the nomination of officers and directors who comprise the Executive Board, and take up other business of the League membership. By Constitution the mayor is the voting member for each city, though a city may designate an alternative voting delegate should the mayor be unable to attend the meeting.

For the workshops, training and problem-solving opportunities and the chance to help govern your lowa League of Cities, we encourage officials from your city to attend the lowa League of Cities Annual Conference. It gives officials an exceptional chance to broaden their knowledge and collaborate with people that truly understand the challenges faced by city governments in lowa. Attending educational events, whether the Annual Conference & Exhibit or other seminars for city officials, is an investment in the city and its future.

More information and registration is available at www.iowaleague.org, or contact the League with questions at mailbox@iowaleague.org or (515) 244-7282.

"...without...highly trained, imaginative and courageously disinterested public officials, the democratic aim of our society cannot be achieved..." --Late U.S. Supreme Court Justice Felix Frankfurter.

League of Cities Conference