

City of Monticello, Iowa

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Posted on June 15, 2017 at 1:30 p.m.

Monticello City Council Regular Meeting June 19, 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:	Rob Paulson	City Engineers:	Casey Zwolinski and Lindsay Beaman
Ward #2:	Johnny Russ	Police Chief:	Britt Smith
Ward #3:	Chris Lux	Ambulance Dir.:	C.J. Johnson
Ward #4:	Tom Yeoman		

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

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

Consent Agenda (These are routine items and will be enacted by one motion without separate discussion unless someone requests an item removed to be considered separately.)

Approval of Council Mtg. Minutes	June	05, 2017
Approval of Payroll	June	08, 2017
Approval of Bill List		
Approval of Treasurers Report	May	2017
Approval of re-appointment of Mark Stoneking to the Fire Service Board		
Approval of re-appointment of David Tobiason as County Representative to the Fire Service Board		
Approval of Cigarette Permits (Casey's, Dollar General, Fareway, Great Pastimes, Kardes 151, Kardes Convenience Store, Golf)		
Approval of Chamber of Commerce alcohol license transfer		

Motions: None

Public Hearing:

1. **Public Hearing** on Corrective Easement between City of Monticello and ITC Midwest, LLC

Resolutions:

2. **Resolution** to approve Corrective Easement between City of Monticello and ITC Midwest, LLC
3. **Resolution** to approve Amended Agreement between the City of Monticello and the Jones County Fair in regard to the Citizens State Bank Youth Development Center.

4. **Resolution** to approve wage increases for non-bargaining staff.
5. **Resolution** to acknowledge Monticello Library Director and Staff wages for FY '18

Ordinances:

6. **Ordinance** Re: Fence Height and Set-Backs on Rear Lot where there is a double street frontage
7. **Ordinance** to approve amendment related to accessory structures / buildings setback on alleyway. (5') (Third Reading)
8. **Ordinance** providing for the maintenance of Urban Chickens (Second Reading)
9. **Ordinance** Amending Chapter 41.11 of the Monticello Code of Ordinances Re: Fireworks (Second and possible Third final reading)

Reports / Potential Action:

- Board Openings: Tree Board
- ECIA Board openings
- Engineer Report
 - Need to set assessment interest rate for E. South Street Reconstruction not to exceed the 9% as set by State
 - 6th Street Ditch Rehabilitation Project Update

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

Regular Council Meeting – Official
June 5, 2017 - 6:00 P.M.
Community Media Center

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

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

Diane Ruchti, 505 S Chestnut advised that she recently purchased the property and was advised that her fence and small shed were not in compliance with the City Code. She requested that the Council consider an amendment to the Code to allow her to have a 6' fence against the right-of-way. Council expressed willingness to consider amendments to fencing restrictions on rear yards with street frontage and asked Herman to draft a proposed ordinance.

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

Herman reported that an agreement had been reached with Al Hughes for the City to buy the property located at 224 N. Chestnut Street consistent with the direction given Herman during a closed session in April. The property will be purchased for \$10,000; Hughes to be responsible for taxes previously sold at tax sale, transfer tax and abstract update. City will prepare all closing documents and see to the abatement of all accrued taxes not sold at tax sale. Hughes will have salvage rights to the home and contents through July 2, 2017 and salvage rights to the garage through September 01, 2017. Yeoman moved to approve Resolution #17-61 Resolution approving purchase of home at 224 N. Chestnut Street and authorizing City Administrator to Close R. E. Transaction, Russ seconded, roll call unanimous.

Wolken moved to approve Resolution #17-62 Approving Eastern Iowa Excavating & Concrete Pay Request related to Main Street Manhole replacement project in the amount of \$94,687.59, Lux seconded, roll call unanimous.

Goedken moved to approve Resolution #17-63 Approving Eastern Iowa Excavating & Concrete Pay Request related to Main Street Sewer Main Repair and Relocation project in the amount of \$26,884.19, Yeoman seconded, roll call unanimous.

Goedken moved to approve Resolution #17-64 Resolution to approve Contract Amendment between City of Monticello and Snyder & Associates RE: 2017 Main Street H.M.A. Resurfacing Project, a/k/a Main Street Pavement Marking Project, Lux seconded, roll call unanimous.

Yeoman moved to approve Resolution #17-65 Resolution to approve the purchase of 210 folding chairs and 3 chair racks from Welter Storage and Equipment Co., Inc., Goedken seconded, roll call unanimous.

Herman reported that the City received 3 bids related to the Airport T-Hangar project. Herman and City Engineer recommended the bid be awarded to Schaus-Vorhies Contracting, Inc. to construct the Ten-T Hangar, as opposed to the Eight-T Hangar, and to forego the concrete work between the existing and planned Ten-T Hangars, in the amount of \$656,736.80. Goedken moved to approve Resolution #17-66 Resolution Accepting bids related to 2017 Monticello Regional Airport Tee-Hangar Project and awarding project to Schaus - Vorhies Contracting, Inc., contingent upon FAA Funding Approval, Yeoman seconded, roll call unanimous.

Herman reviewed two requests for a credit related to excess sewer fees associated with the property located at 525 S. Maple Street, a duplex located on an R-1 zoned lot. The upstairs unit apparently had a stool running that created excess water and sewage usage leading to a much higher than normal bill. Because the property was plumbed incorrectly, all water that went to the upstairs unit first flowed through the downstairs unit, thereby creating a large bill for the downstairs tenant as well. The City understands that the landlord, Steve Intlekofer, has since hired a plumber to correct the plumbing issue. All water went through the sewer system which makes it ineligible for a sewer credit under the current City policy. The Council suggested that it would be appropriate for the downstairs tenant to seek reimbursement from the landlord for any excess water usage due to the improper plumbing. Goedken moved to deny Resolution #17-67 to approve the request for sewer credits for 525 S Maple and 525½ S Maple Street, Wolken seconded, roll call unanimous. Request for Credit denied.

Herman reviewed the request for a credit related to excess sewer fees associated with the property located at 925 Southaven Drive, where a pipe broke allowing water to leak into the earth under a garage floor slab. The leaking line was disconnected to avoid further leaking. Herman explained that the total amount of the credit was not yet known but would have to exceed \$100 to be eligible. Goedken moved to approve Resolution #17-68 to approve the request for a sewer credit for 925 Southaven Drive if the amount of the credit exceeded \$100.00 as required by City Policy, Wolken seconded, roll call unanimous.

Herman explained that the Jones County Engineer's Office proposed that the City participate in a Crack Sealing and the Sealer/Binder application project on Hardscrabble Road. The County Engineer originally estimated the City share of the project to come in at \$4,500 but later increased the City cost share estimate to \$8,307.00. LaGrange obtained a bid to crack seal the City portion of the roadway from Kluesner Construction in the amount of \$1,638, which included the County half of the centerline sealing. Council considered benefits of spreading crack sealing money over a wider number of locations. Wolken moved to approve Resolution #17-69 Resolution to approve Crack Sealing and Sealer /Binder application to Hardscrabble Road as joint project with Jones County, Russ seconded. Roll call vote, Wolken voted aye and Russ, Paulson, Lux and Yeoman voted nay, Goedken abstained being he is a County Employee. Motion failed.

Yeoman moved to approve Resolution #17-70 Scheduling Public Hearing on execution of Corrective Electric Line Easement adjacent to 224 N. Chestnut Street, Monticello, Iowa, Lux seconded, roll call unanimous. Hearing is set for June 19th at 6:00 PM.

Yeoman moved to approve Resolution #17-71 Resolution to approve Contract between City of Monticello and Eastern Iowa Excavating and Concrete, LLC in relation to the 2017 Main Street H.M.A. Resurfacing Project, Russ seconded, roll call unanimous.

Wolken moved Ordinance #702 amending Chapter 165 Zoning Regulations, Monticello Code, by Amending Provisions Pertaining to Accessory Building, Structures, and Uses, second reading and in title only, Paulson seconded, roll call unanimous.

Yeoman moved Ordinance #700 providing for the division of taxes levied on taxable property in the 2017 Addition to the Monticello Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa, third and final reading and in title only, Goedken seconded, roll call unanimous.

Goedken introduced and moved Ordinance #703 amending Monticello Code of Ordinances, by Adding Chapter and section 165.48, related to Urban Chickens, first reading and in title only, Yeoman seconded. Roll call unanimous.

Herman reported that the State Code was amended with regard to the use and sale of fireworks in Iowa. City may restrict use and sale of fireworks beyond restrictions of State Code or could follow State Code. Wolken introduced and moved Ordinance #704 amending City Code of Monticello, by repealing Chapter 41, Section 11, pertaining to Fireworks Permit, first reading and in title only, Russ seconded. Roll call unanimous. Intent of the Council is to follow State Code and consider further restrictions should it appear that further restrictions become necessary down the road.

Herman reported that Monticello Equipment Co., the John Deere dealership, is considering the addition of concrete off the end of their existing driveway into the right-of-way. Consensus of Council was that such a project would be permitted.

Herman reported having contact with Alliant Energy in regard to three recent lengthy outages in town and was told that they were all related to ITC upgrades. Herman also discussed the removal of old Alliant poles that had been replaced with new poles and some poles were removed late last week with more to be removed in the future.

Herman reported that there is one position open on the Tree Board and two openings on the ECIA Board that meets in Dubuque on a quarterly basis, with a focus on low-income housing needs and rental assistance.

Herman received a thank you letter from the Masons in regard to the City involvement in the Child ID Program held at the City Park.

Zwolinski reported that the 6th Street Ditch plans are 90% complete. The plans and specifications divide the project into 3 separate areas; East of Hwy 38; west side of Hwy 38 towards Chestnut and area by Chestnut Street. They will present additional plans and information at the next Council meeting

Chief Smith updated the Council on planned technology upgrades to records management system.

Regular Council Meeting-Official
June 5, 2017

Wolken moved to adjourn the Council meeting at 7:54 P.M., roll call vote unanimous.

Dena Himes, Mayor

Sally Hinrichsen, City Clerk

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

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

	GENERAL			
	POLICE DEPARTMENT			
AXON ENTERPRISE INC	PD TRAINING SUPPLIES	316.44		
DAWN GRAVER	PD CELL PHONE STIPEND	240.00		
DENNIS J GRAY	PD OPERATING SUPPLIES	7.50		
ERIK HONDA	PD CELL PHONE STIPEND	240.00		
JOHN DEERE FINANCIAL	PD FACESHIELDS (4)	67.96		
KONICA MINOLTA BUSINESS	PD OFFICE SUPPLIES	71.53		
KOOB AUTOMOTIVE & TOWING INC	PD OPERATING	170.00		
JORDAN KOOS	PD CELL PHONE STIPEND	240.00		
MCALEER WATER CONDITIONING INC	PD SOFTENER SALT	17.12		
BRITT SMITH	PD RECERT TRAINING MEAL/SUPP/CELL PHONE	676.02		
TAC 10, INC.	PD TAC 10 FILE CONVERSION	4,600.00		
BRIAN TATE	PD CELL PHONE STIPEND	240.00		
TRI COUNTY PROPANE LLC	PD FUEL	220.10		
UNIFORM DEN INC	PD SUPPLIES	1,152.50		
ROBERT M URBAIN	PD CELL PHONE STIPEND	240.00		
		<u>8,499.17</u>		
	POLICE DEPARTMENT	8,499.17		
	STREET LIGHTS			
ALLIANT ENERGY-IES	416 E SECOND STREETLIGHTS	134.28		
		<u>134.28</u>		
	STREET LIGHTS	134.28		
	AQUATIC CENTER			
BAKER PAPER CO INC	POOL BUILDING SUPPLIES	73.40		
LASLEY ELECTRIC LLC	POOL EQUIP REPAIR/MAINT	907.94		
NEXT GENERATION PLBG & HTG	POOL EQUIP REPAIR/MAINT	3,147.22		
		<u>4,128.56</u>		
	AQUATIC CENTER	4,128.56		
	CEMETERY			
STEVE KRAUS	CEM MONUMENT REPAIRS	500.00		
MERCY MEDICAL CENTER	CEM OSHA - MCDONALD	12.35		
TRI COUNTY PROPANE LLC	CEMETERY UTILITIES	294.00		
UNITY POINT CLINIC -	CEM OSHA - MCDONALD	24.05		
		<u>830.40</u>		
	CEMETERY	830.40		
	MAYOR AND CITY COUNCIL			
CHRISTINA LUX	COUNCIL MILEAGE	12.84		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	MAYOR AND CITY COUNCIL	12.84		
	CITY HALL/GENERAL BLDGS			
BAKER PAPER CO INC	CH BUILDING SUPPLIES	29.00		
CENTRAL IOWA DISTRIBUTING INC	CH BUILDING SUPPLIES	76.00		
BEVERLY DEMPSTER	CH BUILDING PERMIT REFUND	25.00		
GREAT PASTIMES	CH LIQUOR LICENSE REFUND	56.25		
DOUG HERMAN	NEIRL MEETING MEAL	14.00		
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK	283.20		
JONES COUNTY RECORDER	CH DOCUMENTS	48.00		
KRAUS PLUMBING & HEATING INC	CH BLDG REPAIR/MAINT	265.00		
NE IOWA REGIONAL LEAGUE	CH DUES	20.00		
	CITY HALL/GENERAL BLDGS	816.45		
	GENERAL	14,421.70		
	MONTICELLO BERNDES CENTER			
	PARKS			
ALLIANT ENERGY-IES	MBC ELECTRIC	611.11		
CENTRAL IOWA DISTRIBUTING INC	MBC BUILDING SUPPLIES	7.50		
MONTICELLO SPORTS	MBC ATHLETIC FIELD PAINT	82.80		
SUE SCHLARMANN	MBC VOLLEYBALL REFUND	20.00		
	PARKS	721.41		
	MONTICELLO BERNDES CENTER	721.41		
	FIRE			
	FIRE			
MCALEER WATER CONDITIONING INC	FIRE SOFTENER SALT	27.40		
	FIRE	27.40		
	FIRE	27.40		
	AMBULANCE			
	AMBULANCE			
MCALEER WATER CONDITIONING INC	AMB SOFTENER SALT	17.13		
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	8,408.17		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	AMBULANCE	8,425.30		
	AMBULANCE	8,425.30		
	LIBRARY			
	LIBRARY			
INFRASTRUCTURE TECHNOLOGY	LIB DATA PROCESSING	100.00		
	LIBRARY	100.00		
	LIBRARY	100.00		
	AIRPORT			
	AIRPORT			
MCALDER WATER CONDITIONING INC	AIRPORT BUILDING SUPPLIES	35.00		
	AIRPORT	35.00		
	AIRPORT	35.00		
	ROAD USE			
	STREETS			
ALLIANT ENERGY-IES	STOP SIGNS - N MAIN ST	43.16		
BARD MATERIALS	RU STREET MAINTENANCE SUPPLIES	423.50		
GREGORY DIRKS	RU EQUIP REPAIR/MAINT	10.98		
FREESE MOTORS INC	RU VEHICLE REPAIR/MAINT	171.49		
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	75.78		
KROMMINGA MOTORS INC	RU EQUIP REPAIR/MAINT	175.18		
LASLEY ELECTRIC LLC	RU STOP LIGHTS	55.00		
MERCY MEDICAL CENTER	RU OSHA - MCDONALD	6.65		
UNITY POINT CLINIC	RU OSHA - MCDONALD	12.95		
	STREETS	974.69		
	ROAD USE	974.69		
	TRUST/SLAVKA GEHRET FUND			
	LIBRARY			
BAKER & TAYLOR BOOKS	LIB GEHRET BOOKS	48.91		
THE JITNEY WINE BAR	LIB GEHRET PROGRAMMING	10.00		
JOHN DEERE FINANCIAL	LIB GEHRET PROGRAMMING	10.32		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	LIBRARY	69.23		
	TRUST/SLAVKA GEHRET FUND	69.23		
	CAPITAL IMPROVEMENT			
	AIRPORT			
MONTICELLO EXPRESS INC	CAP IMP - AIRPORT HANGAR AIP	53.98		
SNYDER & ASSOCIATES, INC	CAP IMP - AIRPORT HANGAR AIP	28,085.85		
	AIRPORT	28,139.83		
	CAPITAL IMPROVEMENT	28,139.83		
	MYSBA CAPITAL FUND			
	PARKS			
STEVE MONK CONSTRUCTION, LTD.	MYBSA CONCRETE WORK	6,042.93		
PRINT TRANSFORMATIONS	MYBSA BANNERS	3,817.00		
	PARKS	9,859.93		
	MYSBA CAPITAL FUND	9,859.93		
	BATY DISC GOLF COURSE			
	PARKS			
JOHN DEERE FINANCIAL	BATY DG GROUNDS SUPPLIES	5.59		
STEVE MONK CONSTRUCTION, LTD.	BATY DG MOWING	875.00		
	PARKS	880.59		
	BATY DISC GOLF COURSE	880.59		
	POCKET PARK			
	PARKS			
PETERSEN MFG. CO., INC.	POCKET PARK TABLE	1,910.00		
	PARKS	1,910.00		
	POCKET PARK	1,910.00		

WATER

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT**

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	WATER			
HACH COMPANY	WATER LAB SUPPLIES	159.99		
HAWKINS WATER TREATMENT	WATER SYSTEM	5.00		
HYGIENIC LABORATORY	WATER LAB TESTS	69.50		
IOWA ONE CALL	WATER SYSTEM	45.45		
M TOWN TIRE & AUTO	WATER VEHICLE REPAIR/MAINT	603.27		
WHITE HAWK PLUMBING & HEATING	WATER SYSTEM	288.25		
		<u>1,171.46</u>		
	WATER	1,171.46		
	SEWER			
	SEWER			
ALLIANT ENERGY-IES	1105 E FIRST ST	1,989.44		
ALTORFER INC.	SEWER BLDG REPAIR/MAINT	6,017.60		
BEHREND'S CRUSHED STONE	SEWER SYSTEM	162.72		
HYGIENIC LABORATORY	SEWER LAB TESTS	1,546.00		
IOWA DEPT OF NATURAL RESOURCES	SEWER LAB CERTIFICATION	400.00		
IOWA ONE CALL	SEWER SYSTEM	45.45		
JOHN DEERE FINANCIAL	SEWER SUPPLIES	20.98		
LAPORTE MOTOR SUPPLY	SEWER EQUIP REPAIR/MAINT	199.52		
TRI COUNTY PROPANE LLC	SEWER UTILITIES	392.00		
WHITE HAWK PLUMBING & HEATING	SEWER SYSTEM	1,485.00		
		<u>12,258.71</u>		
	SEWER	12,258.71		
	SANITATION			
	SANITATION			
JOHN DEERE FINANCIAL	SANITATION SUPPLIES	11.99		
JONES COUNTY SOLID WASTE	SANITATION LOAD TICKETS	2,778.50		
MERCY MEDICAL CENTER	SANITATION OSHA - BOYSEN	19.00		
REPUBLIC SERVICES	DUMPSTER COLLECTIONS	7,439.94		
UNITY POINT CLINIC -	SANITATION OSHA - BOYSEN	37.00		
		<u>10,286.43</u>		
	SANITATION	10,286.43		
	STORM WATER			
	STORM WATER FUND			
STEVE MONK CONSTRUCTION, LTD.	STORMWATER MAINTENANCE	350.00		

ACCOUNTS PAYABLE ACTIVITY CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	STORM WATER FUND	350.00		
	STORM WATER	350.00		
**** SCHED	TOTAL ****	89,631.68		
***** REPORT	TOTAL *****	89,631.68		

**ACCOUNTS PAYABLE ACTIVITY
CLAIMS FUND SUMMARY**

FUND	FUND NAME	TOTAL	CHECK#	DATE
001	GENERAL	14,421.70		
005	MONTICELLO BERNDES CENTER	721.41		
015	FIRE	27.40		
016	AMBULANCE	8,425.30		
041	LIBRARY	100.00		
046	AIRPORT	35.00		
110	ROAD USE	974.69		
178	TRUST/SLAVKA GEHRET FUND	69.23		
332	CAPITAL IMPROVEMENT	28,139.83		
333	MYSBA CAPITAL FUND	9,859.93		
338	BATY DISC GOLF COURSE	880.59		
375	POCKET PARK	1,910.00		
600	WATER	1,171.46		
610	SEWER	12,258.71		
670	SANITATION	10,286.43		
740	STORM WATER	350.00		

PAYROLL - JUNE 8, 2017

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	May 22 - June 4, 2017				
Brian Bronemann	\$ 127.68	\$ -	0.00	0.00	\$ 109.53
Carter Bronemann	199.20	-	0.00	0.00	160.12
Dawn Brus	3,524.84	1,569.84	0.00	72.37	2,213.57
Ben Hein	194.88	-	0.00	0.00	166.19
David Husmann	1,035.00	-	0.00	0.00	762.42
Mary Intlekofer	2,167.50	382.50	0.00	0.00	1,188.67
C.J. Johnson	1,923.08	-	0.00	59.25	1,209.23
Brandon Kent	1,955.00	-	0.00	0.00	1,245.26
Matthew Kunkle	911.25	-	0.00	0.00	678.88
Lori Lynch	1,955.00	-	0.00	0.00	1,047.35
Dave McNeill	306.72	-	0.00	0.00	259.13
Shelly Searles	2,273.75	828.75	0.00	0.00	1,695.19
Shawn Snaith	243.00	-	0.00	0.00	207.47
Brenda Surom	510.00	-	0.00	0.00	378.65
TOTAL AMBULANCE	\$ 17,326.90	\$ 2,781.09	0.00	131.62	\$ 11,321.66
CEMETERY	May 20 - June 2, 2017				
Dan McDonald	\$ 1,536.00	\$ -	0.00	0.00	\$ 1,074.86
TOTAL CEMETERY	\$ 1,536.00	\$ -	0.00	0.00	\$ 1,074.86
CITY HALL	May 21 - June 3, 2017				
Cheryl Clark	\$ 1,600.67	\$ 36.66	0.00	0.00	\$ 1,016.69
Doug Herman	3,629.96	-	0.00	0.00	2,561.53
Sally Hinrichsen	2,321.74	-	0.00	0.00	1,587.64
Heather Paddock	660.00	54.00	0.00	0.00	457.75
Nanci Tuel	1,342.62	18.62	0.00	0.13	870.85
TOTAL CITY HALL	\$ 9,554.99	\$ 109.28	0.00	0.13	\$ 6,494.46
FIRE					
Mike Bader	\$ 60.00	\$ -	0.00	0.00	\$ 55.41
Marvin Kelchen	100.00	-	0.00	0.00	92.35
Don McCarthy	125.00	-	0.00	0.00	107.24
Mike Wink	100.00	-	0.00	0.00	92.35
TOTAL FIRE	\$ 385.00	\$ -	0.00	0.00	\$ 347.35
LIBRARY	May 22 - June 4, 2017				
Julie Aldrich	\$ 276.79	\$ -	0.00	0.00	\$ 236.54
Kyle Gassman	274.20	-	0.00	0.00	235.91
Heather Paddock	86.22	7.84	0.00	0.00	59.80
Penny Schmit	899.20	-	0.00	0.00	651.02
Madonna Thoma-Kremer	156.75	-	0.00	0.00	135.43
Michelle Turnis	1,487.83	-	0.00	0.00	924.60
TOTAL LIBRARY	\$ 3,180.99	\$ 7.84	0.00	0.00	\$ 2,243.30
MBC	May 22 - June 4, 2017				
Jacob Oswald	\$ 1,846.15	\$ -	0.00	0.00	\$ 1,359.76
Heather Paddock	286.50	22.50	0.00	0.00	198.68
Casey Reyner	1,538.46	-	0.00	0.00	1,052.39
TOTAL MBC	\$ 3,671.11	\$ 22.50	0.00	0.00	\$ 2,610.83

PAYROLL - JUNE 8, 2017

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
POLICE	May 22 - June 4, 2017				
Dawn Graver	\$ 2,128.56	\$ -	0.00	0.00	\$ 1,441.21
Erik Honda	1,737.26	-	0.00	4.25	1,280.04
Jordan Kcos	2,081.57	148.43	0.00	5.50	1,468.42
Britt Smith	2,372.39	-	0.00	0.00	1,696.89
Madonna Staner	1,378.40	-	0.00	0.00	1,025.25
Brian Tate	2,488.42	135.06	0.00	0.00	1,791.24
Robert Urbain	2,345.75	234.59	12.00	22.50	1,584.40
TOTAL POLICE	\$ 14,532.35	\$ 518.08	12.00	32.25	\$ 10,287.45
ROAD USE	May 20 - June 2, 2017				
Billy Norton	\$ 1,651.20	\$ 115.20	0.00	0.00	\$ 1,024.12
Wayne Ycusse	1,536.00	-	0.00	0.00	1,013.64
TOTAL ROAD USE	\$ 3,187.20	\$ 115.20	0.00	0.00	\$ 2,037.76
SANITATION	May 20 - June 2, 2017				
Michael Boyson	\$ 1,488.00	\$ -	0.00	0.00	\$ 992.69
Nick Kahler	1,536.00	-	0.00	0.00	1,002.55
Chris Taylor	1,536.00	-	0.00	0.00	962.83
TOTAL SANITATION	\$ 4,560.00	\$ -	0.00	0.00	\$ 2,958.07
SEWER	May 20 - June 2, 2017				
Tim Schultz	\$ 1,584.00	\$ -	0.00	0.13	\$ 1,074.04
Jim Tjaden	1,864.00	-	0.00	0.00	1,307.74
TOTAL SEWER	\$ 3,448.00	\$ -	0.00	0.13	\$ 2,381.78
SWIMMING POOL	May 19 - June 1, 2017				
Sydney Ballou	\$ 81.00	\$ -	0.00	0.00	\$ 74.81
Allyson Bartachek	78.00	-	0.00	0.00	72.03
McKenna Bell	54.38	-	0.00	0.00	50.22
Tylor Boheman	135.41	-	0.00	0.00	125.05
Mya Boffeli	23.56	-	0.00	0.00	21.76
Shalya Bronemann	70.76	-	0.00	0.00	65.34
Phoebe Caspers	94.25	-	0.00	0.00	87.04
Matthew Fokken	130.50	-	0.00	0.00	120.52
Gabriell Gadiant	64.50	-	0.00	0.00	59.56
Rachel Gadiant	278.68	-	0.00	0.00	257.36
Leah Holub	57.00	-	0.00	0.00	52.64
Ashley Jenkins	92.44	-	0.00	0.00	85.37
Madison G. Lambert	108.75	-	0.00	0.00	100.43
Madison L. Lambert	174.00	-	0.00	0.00	151.14
Raleigh Lambert	296.44	-	0.00	0.00	248.96
Justin Martin	94.40	-	0.00	0.00	86.59
Macy McDonough	83.38	-	0.00	0.00	77.00
Taylor McDonough	323.00	-	0.00	0.00	274.84
TOTAL SWIMMING POOL	\$ 2,240.45	\$ -	0.00	0.00	\$ 2,010.66
WATER	May 20 - June 2, 2017				
Brant LaGrange	\$ 1,961.54	\$ -	0.00	0.00	\$ 1,336.57
Jay Yanda	1,917.80	133.80	0.00	0.00	1,349.42

PAYROLL - JUNE 8, 2017

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
TOTAL WATER	\$ 3,879.34	\$ 133.80	0.00	0.00	\$ 2,685.99
TOTAL - ALL DEPTS.	\$ 67,502.33	\$ 3,687.79	12.00	164.13	\$ 46,454.17

City of Monticello - Monthly Summary -May 1st thru 31st, 2017

Reviewed by:

Fund	Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Investments Bank	Investments	Clerk's Cash In Bank	Ending Fund Balance
GENERAL FUNDS:	General	864086.77	70547.77	2179.55		100609.95	213004.15	623181.99	610.00	18840.87		6448.44	603731.12	623181.99
	Soldiers Memorial Board	13003.75	150.00	100.87		146.00		13007.75	100.00	19660.19			77121.37	13007.75
	Monticello Berndes Center	98289.57	1710.00	5.80	21083.32	24302.20		96881.56		5657.77			9802.98	96881.56
	Dare	5651.97		18.80		556.28		5657.77		7966.00			9802.98	5657.77
	Insurance Fund	18306.46		31.10				17768.98		40308.11			9802.98	17768.98
	Monticello Trees Forever	40277.01		204.20	32337.50	17023.61		40308.11		45550.69			188302.16	40308.11
	Fire	198765.26	19569.50		150000.00	39784.16		233852.85		71450.16			188302.16	233852.85
	Ambulance Operating	-73819.90	35054.22			274.44		71450.16		6295.27			188302.16	71450.16
	Hotel/Motel Tax Fund	6582.97		6.74				6295.27		237.08			237.08	6295.27
	Earl F Lehmann Trust	237.08						237.08		250.00			237.08	237.08
	Street Bord	250.00						250.00		4972.87			5009.93	250.00
	Police Improvement	9952.20	21.00	9.60				9982.80		7410.26			28368.00	9982.80
	Library Improvement	36062.25	110.00	37.01		431.00		35778.26		1747.52			11.72	35778.26
	Library	5402.83	1338.87	5.46	9583.33	14496.25		1834.24	75.00	1964.34			51376.25	1834.24
	Equipment Set-A-Side	53285.86		54.73				53340.59		3782.27			5009.93	53340.59
	Super Mac	10232.06		10.51		1450.37		8792.20		44345.51			35547.00	8792.20
	Airport	88672.17	711.29	85.96		9576.91		79892.51		76.00			35029.32	79892.51
	Revolving Loan Fund	34993.37	75.00	35.95				35104.32						35104.32
SPECIAL REVENUE FUNDS:	Road Use Tax	495635.41	29848.00			19482.10		506002.11		126002.11			380000.00	506002.11
	Employee Benefits	413886.29	12013.52	306.30		28871.31		397334.80		67201.33			330133.47	397334.80
	TIF Tax Collections	783675.48	24051.21	800.39		18400.00		790127.08		387998.16			402128.92	790127.08
	Slavka Gehret Trust	204381.84		209.95				204571.79		926.26			203645.53	204571.79
	Police Forfeiture Acct	656.68		0.67				657.35		657.35				657.35
DEBT SERVICE FUNDS:	Debt Service	313448.54	8874.22	322.02				322744.78		311644.63			11100.15	322744.78
	TIF - Debt Payments	0.00						0.00						0.00
CAPITAL IMPROVEMENTS	Revolving Loan Fund	0.00						0.00						0.00
	Park Improvements	15384.87	100.00	15.78				15480.65		1719.55			13761.10	15480.65
	Ambulance Improvements	41630.83	3230.50	42.76				44904.09		10284.39			34619.70	44904.09
	TIF Projects	6595.18						6595.18		316.38			65230.68	6595.18
	Cemetery Improvements	65207.22	109.70	230.14				65547.06		12085.08			335521.90	65547.06
	Cap Imp - FACC	12072.68		12.40				12085.08		124738.38			12085.08	12085.08
	Capital Improvements	362154.42	170981.00	372.07		73247.21		480260.28		-6927.00			335521.90	480260.28
	Youth Baseball & Softball	-3627.00	8941.50		10241.50			-6927.00						-6927.00
	Low Income Housing	14234.64		14.62				14249.26		12.08			14249.26	14249.26
	MDC Funds	13038.63		13.38				13052.01		6957.41			167.04	13052.01
	Baty Disc Golf Course	7466.79		7.66		350.00		7124.45		172.62			9260.48	7124.45
	Mary Maxine Redmond Trust	9496.32		9.75		74.97		9433.10		13807.62			9260.48	9433.10
	Pocket Park	13793.71		13.91				13807.62						13807.62
PERMANENT FUNDS:	Cemetery Perpetual Care	158812.90	119.70					158932.60		132.20			158800.40	158932.60
	Charles S Blodwell Book Trust	85987.89		88.33				86076.22		1680.06			84396.16	86076.22
	Iona Mary Baker Trust	40890.31		41.99				40922.30		453.80			40468.50	40922.30
ENTERPRISE FUNDS:	Water Operating	471164.31	34476.39	484.06		23947.12		482177.64		51076.38			431101.26	482177.64
	Customer Deposits	87390.70	1170.00			325.00		88633.14		81572.56			81572.56	88235.70
	Water Capital Improvements	35925.76	524.20	81.79		1906.50		34625.25		-1158.28			36783.53	34625.25
	Sewer Operating	202323.85	48988.19	207.86		45761.38		205468.52		29420.68			176047.84	205468.52
	Sewer Capital Improvements	-72109.25	242246.44	45.28				170182.47		169764.08			418.39	170182.47
	Sanitation	120359.13	38672.94	123.35		40682.98		118572.44		11897.27			106675.17	118572.44
	Sanitation Capital Improvements	48055.50	848.40	49.37				48953.27		8351.20			40602.07	48953.27
	Storm Water fund	31840.27	2510.40	32.70		846.44		33536.93		13518.39			20020.54	33536.93
AGENCY FUNDS	Flex Spending	-261.08	230.78					-30.32		-30.32				-30.32
	Enterprise Flex Spending	238.73	115.38					354.11		354.11				354.11
INTERNAL REVENUE FUND	Self Funded Insurance	0.00	779.56			779.56		0.00						0.00
TOTAL OF ALL FUNDS		5389897.23	755930.46	6312.81	213004.15	473467.24		5678673.26	785.00	1617908.81		6448.44	4046734.62	5678673.26

City of Monticello
Cash On Hand By Bank
For May 31, 2017

Bank		Interest rate	Maturity date	Length of investment	Purpose
Account type & number	Amount				
F & M Bank					
Total by Bank	\$0.00				
Citizens State Bank					
Checking # 208223	\$0.00	0.000	N/A		Monticello Police Pistol Police Forfeiture Earl F Lehmann Trust
Checking # 147009	\$0.00	0.000	N/A		
Savings # 6025641	\$237.08	0.500	N/A		
Total by Bank	\$237.08				
Dutrac Credit Union					
Total by Bank	\$0.00				
Regions Banks					
Checking # 0002959379	\$6,559.31		N/A		Soldiers Memorial Soldiers Memorial
CD #89100344	\$6,448.44	0.05	11/20/2017	212 days	
Total by Bank	\$13,007.75				
Security State Bank					
Total by Bank	\$0.00				
Ohnward Bank & Trust					
General Ckg/Sweep #40002008	\$1,634,056.55	1.25	N/A		General Checking General Savings
Property Tax & Water #40001992	\$4,046,734.62	1.25	N/A		
Total by Bank	\$5,680,791.17				
Total Cash on Hand- All Banks	\$5,694,036.00				
Plus Petty Cash	\$785.00				Clerk's Office, Library, Aquatic Center and Berndes Center
Adjust Bank Error	\$0.00				
Plus Outstanding Credit Card Pymt	\$125.00				
Less Outstanding Checks	\$16,272.74				
Treasurer's Balance	\$5,678,673.26				

All of the accounts referenced above are "City" accounts, reported under the City Federal I.D. #. This is an all inclusive list of such accounts, including all Clerk's Office and Departmental Checking Accounts, same being subject to review during the annual City audit. In addition to the above accounts, the following component units, while legally separate entities from the City, are considered by the auditor to be "so intertwined with the City" that they are also subject to review during the City audit.

- Riverside Gardeners, Inc
- Monticello Firefighters Organization, Inc
- Monticello Emergency Medical Team
- Friends of the Monticello Public Library
- Monticello Youth Baseball & Softball Assn

TREASURER'S REPORT
CALENDAR 5/2017, FISCAL 11/2017

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	864,068.77	72,727.32	313,614.10	.00	623,181.99
003 SOLDIER MEMORIAL FUND	13,003.75	150.00	146.00	.00	13,007.75
005 MONTICELLO BERNDES CENT	98,289.57	22,894.19	24,302.20	.00	96,881.56
008 DARE	5,651.97	5.80	.00	.00	5,657.77
010 INSURANCE	18,306.46	18.80	556.28	.00	17,768.98
014 MONTICELLO TREES FOREVE	40,277.01	31.10	.00	.00	40,308.11
015 FIRE	198,765.26	52,111.20	17,023.61	.00	233,852.85
016 AMBULANCE	73,819.90-	185,054.22	39,784.16	.00	71,450.16
018 HOTEL/MOTEL TAX	6,562.97	6.74	274.44	.00	6,295.27
022 EARL F LEHMANN TRUST	237.08	.00	.00	.00	237.08
023 TRUST FUND/STREET BOND	250.00	.00	.00	.00	250.00
026 POLICE IMPROVEMENT	9,952.20	30.60	.00	.00	9,982.80
030 LIBRARY IMPROVEMENT	36,062.25	147.01	431.00	.00	35,778.26
041 LIBRARY	5,402.83	10,927.66	14,496.25	.00	1,834.24
042 SPORTS COMPLEX	.00	.00	.00	.00	.00
044 EQUIPMENT SET-A-SIDE	53,285.86	54.73	.00	.00	53,340.59
045 SUPER MAC FUND	10,232.06	10.51	1,450.37	.00	8,792.20
046 AIRPORT	88,672.17	797.25	9,576.91	.00	79,892.51
050 REVOLVING LOAN FUND	34,993.37	110.95	.00	.00	35,104.32
110 ROAD USE	495,635.41	29,848.80	19,482.10	.00	506,002.11
112 EMPLOYEE BENEFITS	413,886.29	12,319.82	28,871.31	.00	397,334.80
125 TIF -SPECIAL REVENUE	783,675.48	24,851.60	18,400.00	.00	790,127.08
178 TRUST/SLAVKA GEHRET FUN	204,361.84	209.95	.00	.00	204,571.79
180 POLICE FORFEITURE	656.68	.67	.00	.00	657.35
200 DEBT SERVICE	313,448.54	9,296.24	.00	.00	322,744.78
225 TIF - DEBT	.00	.00	.00	.00	.00
300 REVOLVING LOAN FUND	.00	.00	.00	.00	.00
313 PARK IMPROVEMENT	15,364.87	115.78	.00	.00	15,480.65
316 LIB CAPITAL IMPROVEMENT	.00	.00	.00	.00	.00
319 AMBULANCE IMPROVEMENT	41,630.83	3,273.26	.00	.00	44,904.09
325 TIF PROJECT	6,595.18	.00	.00	.00	6,595.18
326 TRUST/CEMETERY IMPROVEM	65,207.22	339.84	.00	.00	65,547.06
328 FAMILY AQUATIC CENTER C	12,072.68	12.40	.00	.00	12,085.08
332 CAPITAL IMPROVEMENT	362,154.42	171,353.07	73,247.21	.00	460,260.28
333 MYSBA CAPITAL FUND	3,627.00-	6,941.50	10,241.50	.00	6,927.00-
336 LOW INCOME HOUSING FUND	14,234.64	14.62	.00	.00	14,249.26
337 MDC FUNDS	13,038.63	13.38	.00	.00	13,052.01
338 BATY DISC GOLF COURSE	7,466.79	7.66	350.00	.00	7,124.45
339 MARY MAXINE REDMOND TRU	9,498.32	9.75	74.97	.00	9,433.10
375 POCKET PARK	13,793.71	13.91	.00	.00	13,807.62
500 TRUST/CEMETERY PERPETUA	158,812.90	119.70	.00	.00	158,932.60
502 C.C. BIDWELL LIBRARY BO	85,987.89	88.33	.00	.00	86,076.22
503 TRUST/IOMA MARY BAKER	40,880.31	41.99	.00	.00	40,922.30
600 WATER	471,164.31	34,960.45	23,947.12	.00	482,177.64
601 WATER BOND SINKING	.00	.00	.00	.00	.00
602 CUSTOMER DEPOSITS	87,390.70	1,170.00	325.00	.00	88,235.70
603 WATER IMPROVEMENT	.00	.00	.00	.00	.00
604 WATER CAPITAL IMPROVEME	35,925.76	605.99	1,906.50	.00	34,625.25
610 SEWER	202,323.85	48,906.05	45,761.38	.00	205,468.52
611 SEWER RESERVE	.00	.00	.00	.00	.00
612 SEWER SINKING	.00	.00	.00	.00	.00
613 SEWER CAPITAL IMPROVEME	72,109.25-	242,291.72	.00	.00	170,182.47
614 SEWER IMPROVEMENT	.00	.00	.00	.00	.00

TREASURER'S REPORT
CALENDAR 5/2017, FISCAL 11/2017

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
670 SANITATION	120,359.13	38,796.29	40,582.98	.00	118,572.44
671 SANITATION CAPITAL IMPR	48,055.50	897.77	.00	.00	48,953.27
740 STORM WATER	31,840.27	2,543.10	846.44	.00	33,536.93
820 INTERNAL REV SELF FUNDE	.00	779.56	779.56	.00	.00
950 FLEX SPENDING FUND	261.08-	230.76	.00	.00	30.32-
951 ENTERPRISE FLEX SPENDIN	238.73	115.38	.00	.00	354.11
Report Total	5,389,897.23	975,247.42	686,471.39	.00	5,678,673.26

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



Agenda Item: 1 + 2
Agenda Date: 06/19/2017

Communication Page

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

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

Attachments & Enclosures:

Resolution
Proposed Corrective Electric Line Easement
Original Easement

Fiscal Impact:

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

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

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

Because the City is arguably permanently transferring a property interest (even though it is corrective in nature) we are holding a public hearing before approving the correction to this easement.

Staff Recommendation: I recommend that the Mayor open the Public Hearing, accept public comment, close the public hearing, and thereafter approve the Resolution.

The City of Monticello, Iowa

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

RESOLUTION # 17-

Resolution to approve execution of Corrective Electric Line Easement adjacent to 224 N. Chestnut Street, Monticello, Iowa

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

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

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

WHEREAS, a public hearing on the execution of the easement was previously scheduled for tonight, and same having now been held, the Council finds that the Mayor should be authorized to execute the Corrective Easement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby authorize the Mayor to execute the Corrective Electric Line Easement between the City of Monticello, Iowa and ITC Midwest LLC, a copy of same being appended hereto for reference purposes.

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 19th day of June, 2017.

Dena Himes, Mayor

Attest:

Sally Hinrichsen, City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED GRANTING OF CORRECTIVE ELECTRIC LINE
EASEMENT TO ITC PURSUANT TO SECTION 364.7 OF THE IOWA CODE

The City Council of the City of Monticello, Iowa, has adopted a Resolution at their regular meeting of June 5, 2017, setting forth their plan and intent to authorize the execution of a Corrective Electric Line Easement between the City of Monticello and ITC Midwest, LLC. The correction is necessary due to an error in the originally executed easement between the prior property owner and ITC Midwest, LLC, wherein the word “westerly” was inadvertently used as opposed to the correct word “easterly”. A public hearing on the proposed execution of the Corrective Easement will be held on the 19th day of June at 6:00 p.m. in the Monticello City Council Chambers at the Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa.

By order of the City Council of the City of Monticello, Iowa.

Sally Hinrichsen
City Clerk

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

CORRECTIVE ELECTRIC LINE EASEMENT

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

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

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

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

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

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

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

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

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

Signed this _____ day of _____, 20__.

GRANTOR(S):

By: _____

Print: _____

Title: _____

By: _____

Print: _____

Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss:

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

_____ to me personally known
or _____ provided to me on the basis of satisfactory evidence

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

(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

NOTARY SEAL

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
_____ Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

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

SIGNER IS REPRESENTING:

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

City of Monticello, Iowa

RIGHT OF CANCELLATION

(Date of Agreement)

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

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

GRANTOR(S):

BY: _____

PRINT: _____

TITLE: _____

BY: _____

PRINT: _____

TITLE: _____

ADDRESS: 200 E 1st St.

Monticello, IA 52310

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

NOTICE OF CANCELLATION

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

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

Dated this _____ day of _____, 20 _____.

GRANTOR(S):

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

NOTICE OF CANCELLATION

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

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

Dated this _____ day of _____, 20_____.

GRANTOR(S):

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

>

Jones County
Marie Krutzfeldt, Recorder
Fee Book 2010 1258
05/18/2013 @01:22PM
ZEAS EASEMENTS
Book: Page: # Pages: 2
Total Fees: \$14.00

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

ELECTRIC LINE EASEMENT

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

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

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

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

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

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

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

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

Signed this 14th day of April, 2012

GRANTOR(S)

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

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Jones) ss:

On this 14th day of April, AD. 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared

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

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

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

Notary Public in and for the State of Texas

CAPACITY CLAIMED BY SIGNER

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

N/A
 Corporate Seal is affixed
 No Corporate Seal procured

PARTNER(s)
 Limited Partnership
 General Partnership

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

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

SELF



City Council Meeting
 Prep. Date: 06/09/17
 Preparer: Doug Herman



Agenda Item: # 3
 Agenda Date: 06/19/17

"The City of Flags and Flowers"

Agenda Items Description: Resolution to approve Amended Agreement between the City of Monticello and the Jones County Fair in regard to the Citizens State Bank Youth Development Center.

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

Attachments & Enclosures:

Proposed Resolution
Proposed Agreement (Showing Amendments)

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The City Council previously approved 28E agreement between the City and the Fair in 2011. Based upon passage of time, actual construction of facility, and a review of circumstances, further amendments are now proposed.

Background Information: The agreement currently includes the following provision:

Upon Completion of the facility it is anticipated that the large room, currently referred to as the "Expo" room and the small room, currently referred to as the "Meeting" room, may be rented from time to time. In recognition of the fact that the rental of these rooms may result in competition between this facility and the Berndes Center, the Fair agrees to a division of rentals between the Fair and the City, with the City Park and Rec. Dpt. being paid 25% of gross rental income received from the rental of these rooms on dates and times that the Berndes Center large room or meeting room, as the case may be, were available for rent, same to be payable to the City on a quarterly basis by April 15th for the 1st quarter, July 15th for the second quarter, October 15th for the third quarter, and January 15th for the fourth quarter. Similarly, in the event that the Berndes Center and Extension Building are both rented as part of the same event, like a car show, the Fair will not pay a portion of the rent received to the City. The payment to the City shall be accompanied with a detailed list of renters, the rental rate, and the date on which the facility was rented.

After discussions with the Parks Department and John Harms, it is my understanding that this rental sharing provision has resulted in approximately \$500 in revenue to the City annually. Therefore, it does not appear that the new facility has taken away much if any regular rental from the Berndes Center. (Some of those renting the YDC most likely wanted to do so because the Berndes Center big room was too big for their event/desires.) Additionally, the time spent going over the books and comparing notes does not seem to be supported by the overall annual payment of \$500 plus or minus.

Another development since entry into this agreement is the installation of US Cellular Small Cell Sites on the grounds of the City Park and on Fair structures. The City will be receiving approximately \$3,000 per year in rent in relation to this site and due to the fact that some of the infrastructure was on "fair" structures it was suggested that the Fair should receive some portion of the annual rent.

John Harms, Jacob Oswald, and I have met and discussed the above terms, considerations, and others within the agreement and proposed that the agreement be amended to remove or amend the following provisions.

1. Summary paragraph refers to the building as not yet being built. Amendment modifies language to reflect fact that building exists.
2. Paragraphs 1, 2, and 3 of Original Agreement all relate to the proposed construction. Again, as construction is complete, these provisions are no longer relevant.
3. Paragraphs 4, and 5, renumbered as paragraphs 1 and 2.
4. Paragraph 6 of Agreement: This provision dealt with the rents to be paid by the Fair and by the Extension Office to the facility fund and the requirement that they be “market value” and that there be a positive balance at the end of the year. It is reported to me that this is the case, however, to my knowledge the rentals and the balances have not been subject to audit. John Harms proposes that this provision is merely unnecessary.
5. Paragraph 7 and 8 renumbered as paragraphs 3 and 4. One change to newly numbered paragraph 4 to reflect fact that facility exists and that future additions need City approval.
6. Paragraph 9 eliminated as separately numbered paragraph and added to paragraph now numbered 4 with one amendment removing unnecessary language associated with property outside of Fair Control.
7. Paragraph 10 of Agreement: That the rental sharing provision be eliminated with the Fair agreeing that the City will keep 100% of the US Cellular Small Cell Site rent. (Was not a given that the Fair would get any of this rent anyway as all of their structures on which the small cell sites are located are on City property.)
8. Paragraph 11 and 12 of Agreement: Issues set out in paragraph 11 have been dealt with. Paragraph 12 deals with the storage of an Ice Cream machine. The Fair did not and does not own the Ice Cream machine. There is an ice cream machine stored at the Berndes Center that we will be speaking with the Dairy Producers about. This provision can be eliminated. (I think Paragraph 12 was previously amended to address Dairy Board ownership of ice cream machine, but at this time it doesn't seem that those provisions need to be in agreement as Dairy Board is not a party to the agreement.)
9. Paragraphs 13 and 14: renumbered as paragraphs 6 and 7.
10. City Obligations / Agreements set out as 1(a) through (c) can be removed as the City has met those obligations. City Obligations, Paragraph 2 should be renumbered to Paragraph 1.
11. General Terms: Paragraph 4 of general terms indicates that the agreement is for 50 years. I propose including a specific start date for clarity purposes of January 1, 2012.

Finally, the document was drafted as a 28E Agreement, which necessitates filing with the Secretary of State and the filing of follow up reports. This is perfectly appropriate, however, it is equally appropriate to have this be an agreement between the parties and not filed/etc. under 28E. I don't see a benefit in this case of the 28E conditions or requirements and would propose that the agreement merely be an “Agreement” between the parties; just as enforceable either way.

Staff Recommendation: City Administrator recommends consideration of proposed amendments to previously executed agreement and approval of new agreement as amended to replace the original document as previously amended.

The City of Monticello, Iowa

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

RESOLUTION #17-_____

Resolution to approve Amended Agreement between the City of Monticello and the Fair and Exposition Society of Jones County, Iowa with regard to the Jones County Youth Development Center.

WHEREAS, The City Council previously supported the Jones County Youth Development Center by the passage of a Resolution not only providing ground for the facility, but funds and other concessions, and the project has successfully been constructed, and

WHEREAS, The Fair and the City previously entered into a 28E Agreement, prior to the completion of the project, and now, approximately 6 years later, wish to update the agreement, removing inapplicable terms and modifying the document to meet current circumstances and desires of the parties, and

WHEREAS, An amended agreement has been drafted, with a copy of same being appended hereto, wherein many unnecessary terms and provisions were removed, others were updated, and where the agreement was converted from a 28E Agreement to a non 28E Agreement, removing the requirement of filing and updating with the Secretary of State, and

WHEREAS, The Council finds that the Agreement as amended is in all respects appropriate, meets with their approval, and as they understand will also meet with the approval of the Jones County Fair Board, and therefore finds that same should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa hereby approves the amended Agreement between the City of Monticello and the Jones County Fair and Exposition Society of Jones County, Iowa, in regard to the Citizens State Bank Jones County Youth Development Center, and authorizes the Mayor to execute same on behalf of the Council, with same to be deemed effective and of force upon the approval of same by the Fair and Exposition Society of Jones County, Iowa, said agreement to replace the original agreement and any and all subsequent amendments thereto.

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 19th day of June, 2017.

Dena Himes, Mayor

Attest:

20_____
Sally Hinrichsen, Monticello City Clerk

Prepared by: Doug Herman, City of Monticello, 200 E. 1st Street, Monticello, IA 52310 319.465.3577

**City of Monticello, Iowa – Fair and Exposition Society of Jones County, Iowa
Jones County Youth Development Center**

THIS AGREEMENT, is hereby made and entered into by and between the City of Monticello and the Fair and Exposition Society of Jones County, Iowa, in accordance with the provisions of Chapter 28E, Code of Iowa. The purpose of this Agreement is to define the duties and responsibilities of the City of Monticello and the Fair and Exposition Society of Jones County, Iowa in regard to the construction, management, and operation of the Jones County Youth Extension Facility on the grounds of the City Park, a/k/a Great Jones County Fairgrounds.

Summary: The Fair and Exposition Society of Jones County, Iowa, hereinafter referred to as the "Fair", is intended to be the owner of a facility to be constructed at the City Park a/k/a Fairgrounds, same to be known as the Citizens State Bank Jones County Youth Development Center, hereinafter referred to as the "facility", same having been built to be located just to the North of the Monticello Berndes Recreation Center.

Fair Obligations / Agreements:

1. The Fair agrees to work with the City of Monticello during the staking of the site for the building and during the construction of the facility.
2. The Fair agrees to bear all costs related to the clearing of the site, demolition of any and all structures, including the City-owned shed (a/k/a Duane's Shed), trees, etc. on the site that are required to be removed for purposes of construction. The Park and Recreation Director shall be given at least thirty (30) days notice of the intended demolition of Duane's Shed. As part of the demolition process, the Fair agrees to remove the work bench, nut/bolt bins and other items as directed by the Park and Recreation Director for storage inside another existing fair building until such time as the City completes the construction of replacement storage for the Park and Recreation Department. Space shall also be provided to store the City-owned Polaris Ranger under cover. The Park and Recreation Director shall at all times have access to the work bench, Ranger, and other items removed.
3. The Fair agrees to relocate the existing City-owned playground to a site just north of the Goettsch Shelter. All costs related to the relocation shall be borne by the facility project and the relocation and reconstruction of the playground shall be coordinated with the Monticello Park and Recreation Director throughout. The playground relocation from the date on which the playground dismantling commences to the date on which the

playground reconstruction is complete shall not exceed thirty (30) days. In the event the tiles, located on the concrete pad making up the base or "floor" of the playground, are not able to be removed without damaging same, the facility project will be solely responsible for the purchase and replacement of same. Appropriate planning shall occur to ensure that the thirty (30) day timeline will be met if replacement tiles need to be ordered. The playground will not be deemed to be complete unless and until the tiles are in place. It shall be the further responsibility of the Fair to have the trees planted around the playground by/on behalf of the Atubben family appropriately removed and replanted at locations surrounding the playground as identified by the City Park and Recreation Director in consultation with the Park and Recreation Board. If any of the re-planted trees do not survive for a period of two years, the Fair shall replace the trees with the same variety of trees of a 2" diameter.

- 4.1 The Fair shall not encumber the facility with debt, at any time, but for construction financing, same to be paid off within one (1) year of project completion, without first obtaining City of Monticello approval which shall only occur by way of the approval of a Resolution by the City Council. (Project Completion being the first day on which any office in the facility is occupied.)
- 4.2 The Fair shall be responsible for the purchase of insurance on the facility for the replacement value of the facility and at least one million in general liability with the City of Monticello being listed as a loss payee on said policy. The Fair shall provide a copy of this policy to the City of Monticello on an annual basis by July 1, of each year. In the event the Fair fails to insure the property as required herein, the City may acquire said insurance and invoice the Fair for same.
6. The Fair, Jones County Extension as an anticipated tenant, and any other Tenant, shall pay rent into a facility operation and maintenance fund. The rent shall be at or near market value rent for the office space being occupied. It is anticipated that the rent to be paid by the Fair and Extension, combined, will be in the neighborhood of \$18,000 to \$20,000 per year at the outset of this agreement. At the end of each fiscal year the facility operation and maintenance fund shall have a positive balance.
- 8.3 The Fair shall not sell or transfer the Facility under any set of circumstances without first receiving the approval of the City, by Resolution of the Monticello City Council, which Resolution may set out specific terms and conditions related thereto.
- 8.4 The footprint of the facility, including and exterior improvements related to parking, large scale landscaping, sidewalks, retaining walls, etc., shall be reviewed with the Park Board and approved by Resolution of the City Council before any future said improvements are commenced.
9. Maintenance of the grounds surrounding the footprint of the building, a minimum of 30' in all directions, shall be the responsibility of the Fair. This includes the maintenance of any plantings, grass, sidewalks, if any, and new parking spots/stalls. Existing parking areas, generally described as Berndes Center parking lot area, shall continue to be maintained at the expense of the City. However, the City shall have no obligation to improve the parking area or roadways, and decisions on maintenance of that area rest solely with the City. The Fair shall be responsible for the maintenance and improvement to all areas within 30' of the facility. If improvements are desired outside of said 30' by the Fair, the desired improvements will first be discussed with the City and approved by the City Council.
5. ~~10. Upon completion of the facility it is anticipated that the large room, currently referred to as the "Expo" room and the small room, currently referred to as the "Meeting" room, may be rented from time to time. In recognition of the fact that the rental of these rooms may result in competition between this facility and the Berndes Center, the Fair agrees to a division of all rentals between the Fair and the City, with the City Park and Rec Dept being paid 25% of all rental income on a quarterly basis, payable to the City by April 15th for the 1st quarter, July 15th for the second quarter, October 15th for the third quarter, and~~

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January 15th for the fourth quarter. The payment to the City shall be accompanied with a detailed list of meters, the rental rate, and the date on which the facility was rented.

11. Upon project completion and occupancy by the Fair and Jones County Extension, all Fair, Extension, 4-H, displays, tables, bases, poles, and other items currently stored in the Berndes Center shall be removed for storage in the new facility or elsewhere.
12. Upon project completion, the ice cream machine currently stored within the Berndes Center, shall be removed from the Berndes Center and stored in the new facility or elsewhere. The machine may be used in the Berndes Center during the fair and otherwise as is appropriate but shall otherwise be stored offsite.
13. City tables and chairs currently stored in the Berndes Center may only be used in the Berndes Center, not in the new facility and not on the grounds of the park during the Fair or otherwise. Upon request, this prohibition may be waived in writing by the City Park and Recreation Director in consultation with the City Park and Recreation Board.
14. In the event that the upstairs of the Berndes Center continues to be used during the Fair, the Fair agrees to be solely responsible for the cleaning of the carpet if deemed necessary by the City Park and Recreation Director and/or the Park Board.

City Obligations / Agreements:

1. The City has committed, by way of Resolution #10-50, to contribute to the project in the following way:
 - a. The donation of the ground within the City Park, with a given value of \$25,000.
 - b. To allow the demolition of the City Maintenance Shed to make way for the new facility; the estimated present market value of the maintenance shed being \$25,000.
 - c. Monetary investment in the project in the amount of \$ 50,000 with the first payment to be made when ground is broken for the construction of the facility, with the 2nd payment to be made in the following City of Monticello fiscal year, and the 3rd and final payment to be made in the next City of Monticello fiscal year thereafter. (It is anticipated that the 2nd and 3rd payments will be made in the month of July, the first month of each FY).
2. The City agrees to maintain the Berndes Center parking lot in a good and safe condition, consistent with present practices, and to keep said parking areas clear of snow as is also the present practice.

General Terms and Provisions:

1. The City must formally approve, by Resolution of the Council, any facility usage change or tenant change from Jones County Extension services and Fair Offices before any change may occur.
2. Although the facility will be owned by the Fair, it will be located on City owned property and must only be used by public non-profit entities for public purposes. If the public use purposes of the Facility by either the Fair or the Extension shall cease to exist, the City of Monticello may choose, in the sole discretion of the City Council, to take over ownership and management of the facility or, in the alternative, to enter into a new agreement with the Fair. The City would not take over the facility until after scheduling and holding a public hearing on that issue with the Fair Board at which public comment would be received. If the City Council takes over the management and ownership of the facility there shall be no additional consideration between the Fair and the City but for the consideration associated with this agreement and the agreement to allow the facility to be constructed on City property. If and when the City becomes responsible for the

facility the City shall be responsible for insurance, unless otherwise agreed to with tenant(s), maintenance, and will have the sole discretion to determine the appropriate use of the facility. Due to the public use purpose of this building, and the ownership of the ground by the City of Monticello and reversionary interest in the building to the City of Monticello, the facility would not be reachable by any creditor in the event of the bankruptcy of either the Fair or Jones County Extension and would not be attachable by creditors of those entities.

3. This agreement shall be administered jointly by the City Administrator and the Fair Manager. Any disagreements will be decided by consultation with and action of the Monticello City Council and the Fair Board.
4. This agreement shall endure for a period of fifty (50) years. The parties further agree to execute a State of Iowa Bar Association Lease Agreement, identifying the City of Monticello as the owner of the ground and lessor and the Fair as the lessee, with a term of fifty (50) years, ~~commencing January 1, 2012~~. The entry into and approval of this ~~2012~~ Agreement and the lessee's operation, care and maintenance of the property, shall be deemed to be adequate consideration for the lease agreement.
5. This agreement may be executed in two counterparts, each of which when executed shall be deemed to be an original and both shall constitute but one and the same instrument.
6. If any section, provision or part of this agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

IN WITNESS THEREOF, the parties hereto have set their hands, for the purpose herein expressed.

Date
Fair and Exposition Society of Jones County, Iowa
_____, Chairman

Date
City of Monticello, Iowa
_____, Mayor

ATTEST: _____

ATTEST: _____
Sally Hinrichsen, City Clerk

SEAL

SEAL

Filed and recorded with the Secretary of State of Iowa
consistent with Section 22E.9 of the Code of Iowa, this _____

_____ day of _____, 2011.

BY: _____

TITLE: _____

City Council Meeting
 Prep. Date: 6/09/17
 Preparer: Doug Herman



Agenda Item: 4
 Agenda Date: 06/19/2017

Communication Page

Agenda Items Description: Resolution to approve wage increases for non-bargaining staff.

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

Attachments & Enclosures:

Proposed Resolution

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Various Wage Line Items

Synopsis: Salaried Staff are not covered, and do not, therefore, get raises annually like those covered by the Collective Bargaining Agreement.

Background Information: Staff not covered by the CBA, not including the Library, in position for a raise at this time include the following:

	Raise FY 17	Raise FY 16	Raise FY 15	Raise FY 14	Raise FY 13
Doug Herman	0%	2.5% (for two yrs)	0%	2.5% (for two yrs)	2.5%
Sally Hinrichsen	2%	2.5%	0%	2%	2.5%
Brant LaGrange	0%	\$50K, started 6/1/15			
Britt Smith	3%	2.5%	0%	2.5%	\$2,000
Madonna Staner	1.5%	\$17.00, started 12/14/15			

Recent Wage Increases and Recommendations:

Doug Herman: Pursuant to contract received a raise of 2.5% on July 1, 2015 and will get a raise on July 1, 2017 at the rate of 2.5% that will carry through June 30, 2019. (Contract provides for a 2.5% increase every two years.) (FYI: The City of Tipton just hired a City Administrator at a starting rate of \$93,000 that will increase by \$2,000 after a 90 day probationary period, and to \$100,000 after a successful one year review. I have been in this position since 2006 and will be making less than the

new administrator in Tipton after his one year review (assuming it goes well) and he does not provide legal services for the City.)

Sally Hinrichsen: Raise of 2% on July 1, 2016. Recommended Cost of Living increase of 2.0% for coming fiscal year. Sally's salary has risen above the rate of may City Clerks due to her longevity in this position. Sally, like others mentioned herein, is very valuable to the City. The increase proposed merely recognizes that she has, in my opinion, reached the upper end of the pay scale for City Clerks in communities our size and even larger. The increase should not be interpreted as a sign of dissatisfaction.

Brant LaGrange: Started on 6/1/2015 and did not receive a raise on 7/1/16. I recommend a raise of 3% effective 7/1/17. Reason for increase is that Brant started a bit lower due to lack of experience and had now shown that he has the desire and ability to learn, improve, and work into this leadership role.

Britt Smith: Last wage increase on July 1, 2016 at 3%. Britt continues to be my first go to guy on most projects and seldom if ever resists requests. Britt could go to many other communities and earn more than he earns in Monticello. For those reasons I propose an increase of 3%.

Madonna Staner: Madonna has also proven to be a very good and reliable employee. Last year she received a raise of 1.5% due to the fact that she started at a bit of a higher wage than first planned for that position. She has done a good job keeping the local access page up to date, completed the expectations of the Police Chief, and worked with City Hall staff on the web site (which needs a total revamp) and tries to come up with regular changes to the Digital Sign which she is also responsible for. I recommend a 2% increase. I have not spoken with Britt on this raise and will not have time to do so before leaving for the week and he may express other desires.

Staff Recommendation: I recommend that the Council consider the request and take appropriate action.

The City of Monticello, Iowa

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

RESOLUTION

Approving wages for non-bargaining staff for FY '18

WHEREAS, Most City employees are covered by the negotiated Collective Bargaining Agreement with their wage, and annual increases, being set out therein, while other employees have negotiated their wages as part of an Employment Agreement (City Administrator, Police Chief, Ambulance Director and Police Department Officers), and

WHEREAS, Other City employees or positions are not covered by the collective bargaining agreement and do not have negotiated employment agreements (City Clerk, P.W. Director, Park and Rec. Director, City Custodian/Maintenance, Ambulance Volunteers, Police Secretary / Local Access Coordinator), and

WHEREAS, Those employees covered by the Collective Bargaining Agreement are scheduled to receive wage increases in the approximate amount of \$.45/hour increase, and

WHEREAS, The Police Department Officers are set to get raises in the coming year in the approximate amount of 2.5%, said increase being “approximate” because the wage increases are so much per hour, not a specific percentage, and depending upon the actual hourly wage of the employee the overall increase, from a percentage standpoint, will vary to some extent same having been previously negotiated, FY '18 being the second year of a four (4) year agreement, and

WHEREAS, The Airport Manager is a “contract” position with the manager being paid an annual stipend by the City with the annual increase normally being based upon the recommendation of the Airport Commission, and

WHEREAS, The City Council has historically approved wage increases in amounts that are substantially similar to those employees covered by the Collective Bargaining Agreement, and

WHEREAS, based upon the recommendation of our Ambulance Director the wages of Ambulance Volunteers, will remain unchanged in the following amounts:

Fee to be paid for 6-hour On-Call shift:	\$12.00 (unchanged)
Ambulance driver:	\$ 7.66 / Hour (unchanged)
EMT-B or EMT-I:	\$10.56 / Hour (unchanged)
Paramedic:	\$12.67 / Hour (unchanged)
Paramedic Specialist:	\$13.72 / Hour (unchanged),

-and-

WHEREAS, the Council finds that the following salaries should take effect with the 1st pay period including July 1, 2017:

City Administrator, Doug Herman	\$96,738.41 / Year (2.5% increase)
Police Chief Britt Smith	\$63,532.66 / Year (3% increase)
City Clerk Sally Hinrichsen	\$61,572.55 / Year (2% increase)
Public Works Director Brant LaGrange	\$52,530.00 / Year (3% increase)

WHEREAS, the Council also finds that the Local Access Coordinator / Police Secretary should receive a 2% increase in pay resulting in the following wage, being she started mid-year, same to take effect with the 1st pay period including July 1, 2017:

Madonna Staner (Secretary/Local Access)\$ 17.58 / Hour (2% increase), and

WHEREAS, all of the above wage increases have been accounted for within the proposed FY '18 Budget, and

WHEREAS, the stated intention of the Council upon the approval of this Resolution was for said wage increases to cover FY '18.

NOW THEREFORE BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the wages and salaries set out above, all of said wages to take effect and be applicable to the first payroll issued during the month of July, 2017.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 19th day of June, 2017.

Dena Himes, Mayor

Attest:

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 06/14/17
Preparer: Sally
Hinrichsen



Agenda Item: 5
Agenda Date: 06/19/2017

Communication Page

Agenda Items Description: Resolution To Acknowledge Monticello Library Director and Staff wages for FY '18

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

Attachments & Enclosures:

Proposed Resolution

Fiscal Impact:

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

Synopsis: The Library Board sets wages and the Council formally acknowledges them so that a “record” exists for Deputy City Clerk to use when calculating payroll..

Background Information: The Library Director has advised City Staff of payroll increases for library staff as approved by Library Board.

The increases are as follows, with hourly library staff receiving raises of \$.45/hour:

Kyle Gassman:	\$9.14 to \$9.59
Madonna Thoma-Kremer:	\$10.45 to \$10.90
Heather Paddock:	\$10.45 to \$10.90
Julie Aldrich:	\$9.15 to \$9.60
Penny Schmit:	\$11.24 to \$11.69

The Board provided a wage increase of 2% to Library Director Michelle Turnis, taking her salary from \$38,683.50 to \$39,457.17

As we have discussed, the Board has power to set wages and to spend money. Therefore, the Council is not approving the proposed wage increases, just acknowledging them.

Staff Recommendation: I recommend that the Council approve the proposed Resolution acknowledging the above wages.

The City of Monticello, Iowa

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

RESOLUTION

To Acknowledge Monticello Library Director and Staff wages for FY '18

WHEREAS, Most City employees wages are covered by a collective bargaining agreement where wages are pre-determined, and some are covered by employment agreements where wages and planned increases were bargained for and previously determined, and

WHEREAS, the Library Director and Library staff are not covered by the CBA and their wages are set by the Library Board, and

WHEREAS, The bargaining unit employees are set to get raises in the coming year in the amount of .45 cents per hour, same having been previously negotiated, and

WHEREAS, The Library Board has approved staff wage increases of .45 cents per hour for five staff members and with the Director being given a 2% wage increase for FY '17, as follows:

Kyle Gassman:	\$9.14 to \$9.59
Madonna Thoma-Kremer:	\$10.45 to \$10.90
Heather Paddock:	\$10.45 to \$10.90
Julie Aldrich:	\$9.15 to \$9.60
Penny Schmit:	\$11.24 to \$11.69
Michelle Turnis	\$38,683.50 to \$39,457.17

and

WHEREAS, the Council recognizes that the Library Board is vested with the power to set library staff wages and that the purpose of the Council approval of this Resolution is to acknowledge the wage increases and to give direction to the City Payroll Clerk.

NOW THEREFORE BE IT RESOLVED that the City Council of Monticello, Iowa does hereby acknowledge the wage increases noted herein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 19th day of June, 2017.

Dena Himes, Mayor

Attest:

Sally Hinrichsen, City Clerk

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



Agenda Item: 6
Agenda Date: 06/19/17

Communication Page

Agenda Items Description: Ordinance Re: Fence Height and Set-Backs on Rear Lot where there is a double street frontage.

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

Attachments & Enclosures:

Proposed Ordinances

Fiscal Impact:

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

Synopsis: Ordinance related to location and height of fencing on rear yard where lot has double street frontage.

Background Information: A request was received from a citizen to consider a change in rules with regard to fencing on double street frontages.

The current Ordinance, §165.23 Fences, currently treat a rear yard on a street the same as a front yard on a street, allowing the fence to be built to the ROW line but limiting its' height to 4'. (Residential Lots) The current ordinance, technically, limits the height of the entire "rear yard" fence to 4', so even on the side yard lot lines from the rear foundation of the house all the way back to the rear yard street frontage ROW line the fence could only be 4' tall.

If there was not a second street frontage on the rear lot line the fence could be 8' tall from the rear of the house all the way to the rear lot line.

Diane Ruchti requests that she be allowed to construct a 6' tall fence on the ROW line.

I have drafted two ordinance options, one that grants the request Diane requests and the other following the recent alleyway fence Ordinance, which allows for a fence of up to 8' in height so long as it is set off of the street frontage by at least 5'.

Staff Recommendation: I recommend that the Council consider potential changes to the Ordinance, and if a desire exists to make a change that one of the proposed Ordinances, or a modified version thereof, be introduced and moved for its' initial passage.

O. Herman Z

Preparer: Doug Herman, Monticello City Admin. 200 E. 1st St., Monticello, IA 52310; 319.465.6435
Return to: Sally Hinrichsen, City Clerk, 200 E. 1st Street, Monticello, IA 52310 319.465.3577

Amendment to Ordinance recorded as document _____, recorded date _____

ORDINANCE NO. _____

An Ordinance Amending Chapter 165, Zoning Regulations, Monticello Code, by Amending Provisions Pertaining to Fences

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

Section 1: Chapter 165, Subsection 23 (165.23) currently reads as follows:

165.23 FENCES.

1. Fences in an "R" District: Residential fences or landscape features such as sculpture or walls may be erected or constructed with the centerline of said barrier to be located within the property with no portion of fence extending onto adjacent property or right-of-way; provided no such fence in any front, side, or rear yard having street frontage exceeds four (4) feet in height and eight (8) feet in height in the case of side and rear yards not having street frontage.
2. Fences or landscape features such as sculpture or walls that abut or have alley right-of-way frontage must be set back 5' from the adjacent right-of-way and cannot exceed 8' in height.
3. Fences must be installed with the posts and "rough side" of the fence facing the interior of the installers' yard.

Section 2: Chapter 165, Subsection 23 (165.23) as set forth above shall be deleted and replaced with the following:

165.23 FENCES.

1. *Fences in an "R" District: Residential fences or landscape features such as sculpture or walls may be erected or constructed with the centerline of said barrier to be located within the property with no portion of fence extending onto adjacent property or right-of-way; provided no such fence in any front or side yard having street frontage exceeds four (4) feet in height and eight (8) feet in height in the case of side and rear yards not having street frontage.*
2. *If a lot has rear yard street frontage a fence may be erected or constructed with the centerline of said barrier to be located within the property with no portion of fence extending onto adjacent property or right-of-way; provided no such fence exceeds four (4) feet in height. A fence on a lot with rear yard street frontage may be up to eight (8) feet in height if the fence is set back off the right-of-way by at least 5'.*
3. Fences or landscape features such as sculpture or walls that abut or have alley right-of-way frontage must be set back 5' from the adjacent right-of-way and cannot exceed 8' in height.
4. Fences must be installed with the posts and "rough side" of the fence facing the interior of the installers' yard.

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

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

1st reading passed by the Council on this
2nd reading passed by the Council on this
3rd reading passed by the Council on this

Dena Himes, Mayor

Attest:

Sally Hinrichsen, City Clerk

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

Sally Hinrichsen, City Clerk

Option 1

Preparer: Doug Herman, Monticello City Admin, 200 E. 1st St., Monticello, IA 52310; 319.465.6435
Return to: Sally Hinrichsen, City Clerk, 200 E. 1st Street, Monticello, IA 52310 319.465.3577

Amendment to Ordinance recorded as document _____, recorded date _____

ORDINANCE NO. _____

An Ordinance Amending Chapter 165, Zoning Regulations, Monticello Code, by Amending Provisions Pertaining to Fences

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

Section 1: Chapter 165, Subsection 23 (165.23) currently reads as follows:

165.23 FENCES.

1. Fences in an "R" District: Residential fences or landscape features such as sculpture or walls may be erected or constructed with the centerline of said barrier to be located within the property with no portion of fence extending onto adjacent property or right-of-way; provided no such fence in any front, side, or rear yard having street frontage exceeds four (4) feet in height and eight (8) feet in height in the case of side and rear yards not having street frontage.
2. Fences or landscape features such as sculpture or walls that abut or have alley right-of-way frontage must be set back 5' from the adjacent right-of-way and cannot exceed 8' in height.
3. Fences must be installed with the posts and "rough side" of the fence facing the interior of the installers' yard.

Section 2: Chapter 165, Subsection 23 (165.23) as set forth above shall be deleted and replaced with the following:

165.23 FENCES.

1. Fences in an "R" District: Residential fences or landscape features such as sculpture or walls may be erected or constructed with the centerline of said barrier to be located within the property with no portion of fence extending onto adjacent property or right-of-way; provided no such fence in any front or side yard having street frontage exceeds four (4) feet in height, *six (6) feet in height in any rear yard having street frontage*, and eight (8) feet in height in the case of side and rear yards not having street frontage.
2. Fences or landscape features such as sculpture or walls that abut or have alley right-of-way frontage *or rear yard street frontage* must be set back 5' from the adjacent right-of-way and cannot exceed 8' in height.
3. Fences must be installed with the posts and "rough side" of the fence facing the interior of the installers' yard.

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

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

1st reading passed by the Council on this
2nd reading passed by the Council on this
3rd reading passed by the Council on this

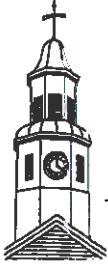
Dena Himes, Mayor

Attest:

Sally Hinrichsen, City Clerk

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

Sally Hinrichsen, City Clerk



CITY OF
MONTICELLO

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

Equal Opportunity Employer - Fair Housing City

May 24, 2017

Diane Ruchti
505 S. Chestnut Street
Monticello, IA 52310

Re: Rear Yard Fence and Shed

Dear Ms. Ruchti:

It is my understanding that you have had contact with both the Chief of Police (who assists with nuisance ordinance and other property related issues) and the Public Works Director, and have discussed the fence behind your home with both of them. It is my understanding, based upon discussions with both of them that you plan to take steps by this fall to bring your fence and shed into compliance. Your lot is unique in that it has double street frontage, meaning that it fronts on two City Streets. (There are not many homes in town with two street frontages.)

Absent a change in the City Code your rear yard and side yard fencing options are very limited due to the double street frontage. In a prior letter to you I may have misspoken with regard to what the Code allowed, and for that reason wanted to be very clear with this letter as to what the Code allows.

The Monticello Code states as follows:

§ 165.23 FENCES

1. Fences in an "R" District: Residential fences or landscape features such as sculpture or walls may be erected or constructed with the centerline of said barrier to be located within the property with no portion of fence extending on to adjacent property or right-of-way; ***provided no such fence in any front, side, or rear yard having street frontage exceeds four (4) feet in height*** and eight (8) feet in height in the case of side and rear yards not having street frontage.

If you desire to install a fence that is taller than 4' in height, between the back of your home whether on the rear side yard or the rear yard lot line, you should make a request to the Council in writing asking them to consider modifications to the current Code of Ordinances. If you pursue such a change you should be specific with what you are requesting them to consider. Upon the receipt of a request from you I will get your request to them and let you know when they will be considering it so that you can choose to be present if you wish.

Ruchti, Diane

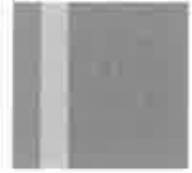
You will need a building/fence permit to reinstall the fence or to install a new fence. You can get a building permit on the City web site or at City Hall. Please call City Hall and leave a message for the City Public Works Director Brant LaGrange at 319.465.3577 if you have any questions.

Sincerely yours,

**Douglas D. Herman
Monticello City Administrator**

CC: Mayor / Council
PW Director
Police Chief

Diane Ruchti
505 S. Chestnut Street, Monticello, IA 52310
815-718-0840 - druchti@comcast.net



June 5, 2017

Douglas Herman & the City Council of Monticello
Monticello City Council
200 E First Street
Monticello, IA 52310

Dear Douglas Herman & the City Council of Monticello,

I recently received a letter sent by Mr. Herman further emphasizing the fact that the fence on my property need relocated to comply with the city ordinance # 693 for fences. I appreciate the fact that you referenced in the letter that I have been seeking advice from the Public Works department and have spoken to Mr. LaGrange a couple of times in to make sure when the fence is moved and done right the first time. The Public Works department even sent over two employees to assist me in marking out the city right-away line. I am working on this issue but it does take a little time to accomplish. Since this isn't a new issue I hope the city gives me a little time to resolve it.

I have just recently purchased this property and one of the things I liked about it was the big fenced in back yard. From the age of the shed and fence I can only assume they have been there for over ten years. I question as to why the city didn't require this to be corrected before now. If this wouldn't have had such a nice big fenced in yard I doubt that I would have even purchased it. I'm assuming the neighbors on either side of my property are being asked to correct their property issues also regarding the fence and garage that is not in compliance.



This property is unique because both the front and back face streets. Per the attachment #1 and attachment #2, it shows the back of the property facing S. Linden street. This section of S. Linden is not a through street, it is more like an alley or lane. There is only one drive way on the north end of S Linden far away from my property. Attachment #3 shows the white flag marking the city employees measured out to be where the city right-of-way line is. Attachment # 4 is the front of the property for your reference.

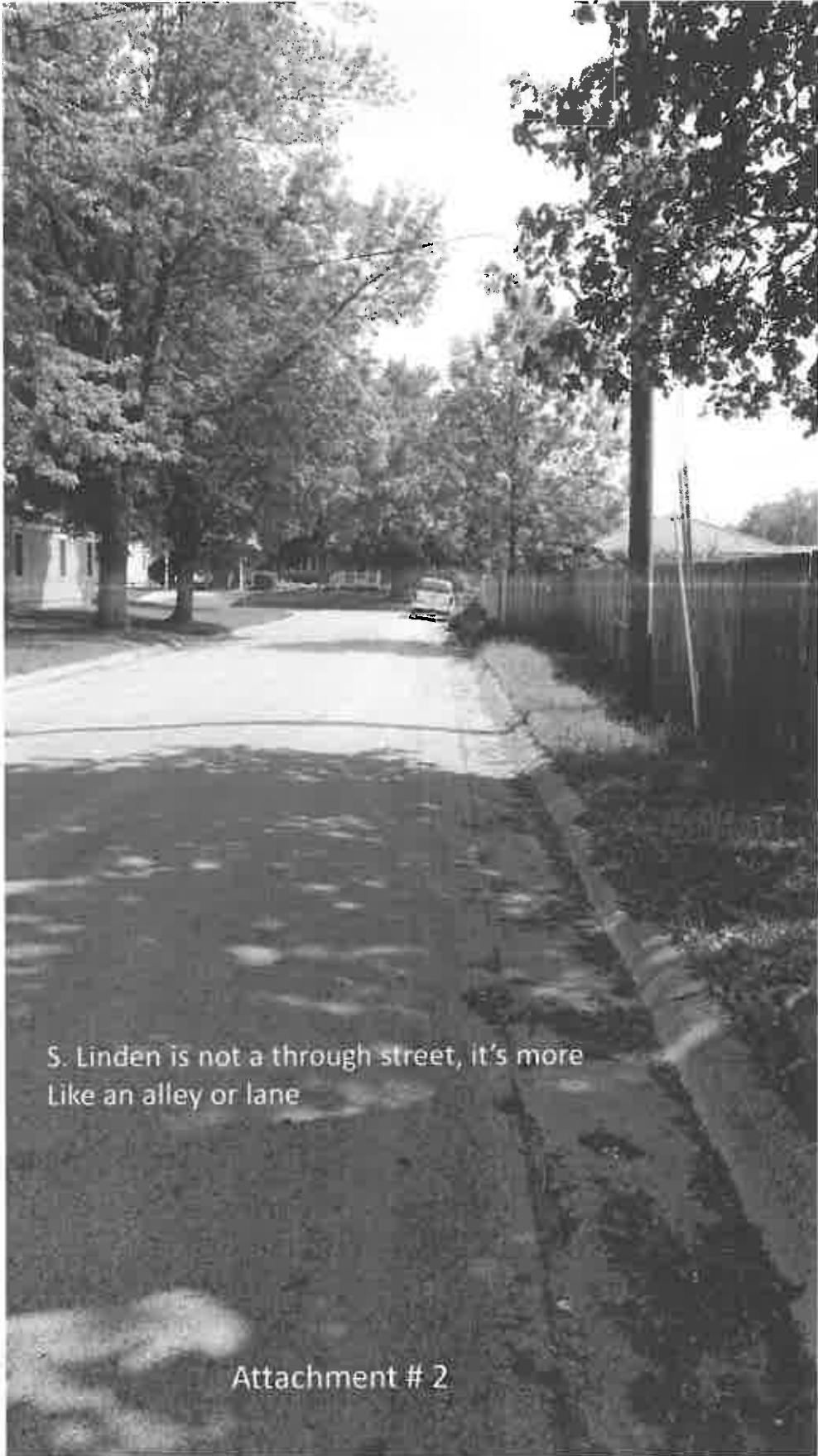
Regarding the small shed on the property, someone has agreed to take that and I am just waiting for them to show up and remove it.

I am requesting that the city allow me to move the back fence just inside the city right-of-way line, not 5' back from the right-a-way as specified in the ordinance. I will move it back to just inside where the white flag is placed. I would also like the city to modify the current Code of Ordinance to allow the height of that back fence to be 6' in height. I have a large dog on this property and a 4' fence will not keep him in. There is a pool on the property and for safety reasons I don't want people to be able to see it from the street and children to climb over a 4' fence to reach the pool. Most important for a 6' fence is the fact that I have two small granddaughters that play in the back yard constantly. With S. Linden not being a through street there is very little traffic or people in the area, this is an ideal spot for a perpetrator to abduct a child and never be seen.

I hope you consider my plan and respond back to me quickly. The section of S. Linden is an abandoned street and there are no sidewalks near the property. I see no reason why a 6' fence inside the city right-a-way line would hurt anything or anyone.

Best Regards,

Diane Ruchti

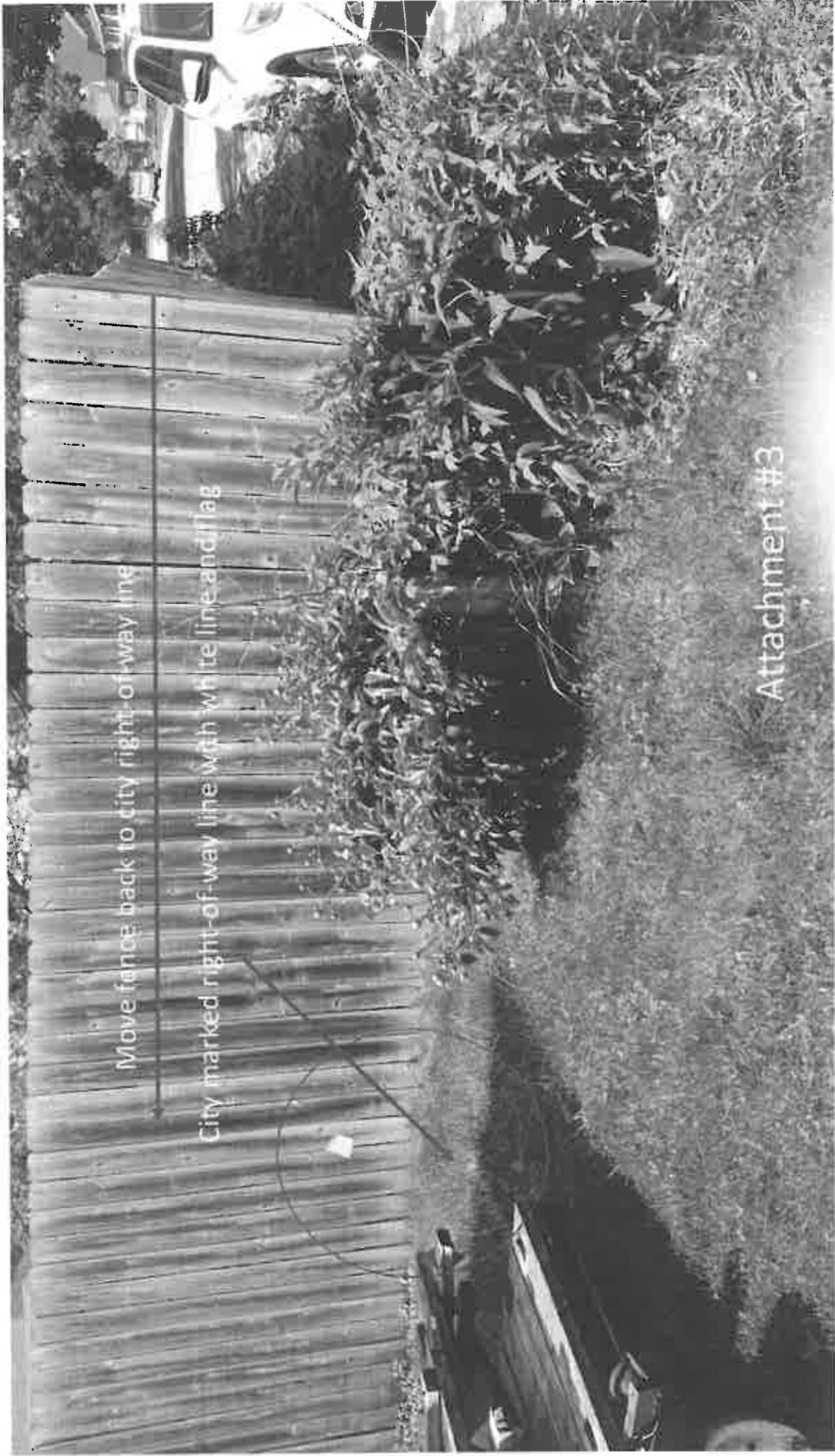


S. Linden is not a through street, it's more
Like an alley or lane

Attachment # 2



Attachment #4



Move fence back to city right-of-way line

City marked right-of-way line with white line and flag

Attachment #3

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



Agenda Item: 7
Agenda Date: 06/19/2017

Communication Page

Agenda Items Description: Ordinance Re: Accessory Structure setbacks on alleyways. (3rd Reading)

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

Attachments & Enclosures:

Proposed Ordinance

Fiscal Impact:

Budget Line Item:

n/a

Budget Summary:

n/a

Expenditure:

n/a

Revenue:

n/a

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

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

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

Staff Recommendation: I recommend that the Ordinance be introduced in title only and that a Councilperson move the first approval of the Ordinance. (3rd Reading)

Preparer: Doug Herman, Monticello City Admin. 200 E. 1st St., Monticello, IA 52310; 319.465.6435

ORDINANCE NO. 702

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

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

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

165.13 ACCESSORY BUILDINGS, STRUCTURES AND USES.

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

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

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

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

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

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

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

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

2nd reading passed by the Council on this

3rd reading passed by the Council on this

Dena Himes, Mayor

Attest:

Sally Hinrichsen, City Clerk

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

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 06/07/17
Preparer: Doug Herman



Agenda Item: 8
Agenda Date: 06/19/2017

Communication Page

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

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

Attachments & Enclosures:

Proposed Ordinance

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: The proposed Ordinance has largely been copied from the City of North Liberty. I have updated a few provisions from the first reading to correct references to our Code as opposed to N. Liberty Code.

Background Information: Since passage of the first reading I have spent more time on the Ordinance, reviewing it, updating some of the references, and considering where it is located in the Code. Here are what I would call the highpoints of the Ordinance as proposed:

1. No more than 6 hens permitted with minimum and maximum area per chicken allowed.
2. Permitted on R-1 lots and zero lot line duplexes where each owner owns a separate and distinct portion of the lot.
3. A tenant must obtain landlord's permission.
4. Chickens must be maintained in a coop or fowl house not less than 18" in height or in a fenced pen area. (Only outside of this area when cleaning the coop, fowl house, or pen.) MUST be in the coop from dusk 'til dawn. (Maintaining in an accessory building or garage is not listed as a permitted location.)
5. Chickens must be maintained in rear yard. (What about rear yard with street frontage?)
6. Coop must be 15' from any property line and shall not exceed 8' in height. (Therefore, the yard cannot be very small, particularly if one is planning to have a number of chickens.)
7. Chicken wings must be clipped.
8. Chickens to be banded with bands handed out by City Clerk.
9. Must have a City of Monticello permit (Jan. 1 to Dec. 31) (Fees to be set by Resolution)
10. Adjacent Property owners must sign a consent form.
11. Applicant must have successfully completed an approved class in raising chickens in an urban setting prior to being issued a permit.

12. City, by granting permit, has right to enter property at any time to inspect coop/etc. ensure conditions of permit are being met.
13. Permit is given to applicant, not to property, does not run with the land.
14. Private restrictions trump the code. Deed restrictions, restrictive covenants, condo. Restrictions, neighborhood assoc. bylaws, etc.)

I am satisfied with the location of the proposed ordinance in the code and believe that it includes all provisions you may wish to consider. Council may add or detract at will.

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

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

ORDINANCE NO. ____

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

WHEREAS, The City of Monticello finds as follows:

Chapter 165.48 Urban Chickens

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

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

4. Chickens must be confined in a coop or fowl house not less than 18 inches in height or, in the alternative, within a fenced pen area. Chickens must be kept within the coop, the fowl house, or the fenced pen area at all times unless removed for a temporary time for cleaning or for the safety of the chicken. Chickens must be housed in the coop from dusk until dawn.
5. The coop, the fowl house, or the fenced pen area shall be located in the rear yard (as defined in Section 165.06(105) only, must be of such a design to be reasonably expected to prevent entry by dogs, cats, or other animals, shall be completely enclosed (except fenced pen area), shall be well maintained, and shall be well drained so there is no accumulation of moisture.
6. The materials used in making a coop or fowl house (stationary or mobile) shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The use of scrap, waste board, sheet metal, or similar materials is prohibited. Fencing materials must meet all requirements set forth in the zoning regulations.
7. The coop, the fowl house, or the fenced pen area shall have a minimum of four (4) square feet of floor area for each chicken but shall not be any larger than twelve (12) square feet of area for each chicken. The coop, fowl house, or fenced pen area shall be a minimum of fifteen (15) feet from any property line, shall not exceed eight (8) feet in height, and shall fully comply with all applicable zoning regulations.
8. Any coop, fowl house, or fenced pen area shall be kept clean, sanitary and free from accumulation of chicken excrement and objectionable odors. All droppings and body excretions shall be either placed in fly-proof containers and double-bagged in plastic bags or, in the alternative, used as fertilizer on the same property or, with the owner's permission, on other property within the City, so long as the droppings and body excretions are spread and incorporated into the soil within twenty four (24) hours.
9. Odors from chickens, chicken manure or other chicken related substances shall not be perceptible beyond the boundaries of the permitted tract of land. Noise from chickens shall not to disturb persons on adjoining properties or beyond based on an objective or reasonable person standard.

10. All chicken feed shall be stored in rodent-proof containers.
11. No more than six (6) chickens shall be kept or maintained per property.
12. All chickens shall have wings clipped so as to eliminate the possibility of flight from the permittee's property.
13. All such chickens must be hens; no roosters are permitted.
14. All chickens covered by a permit shall be banded in accordance with procedures and requirements established by the City.
15. The City shall not be liable for injury or death of chickens caused by dogs, cats, or other animals, domestic or wild. Further, injury or death of a chicken caused by an animal is not, in and of itself, sufficient grounds for the City to determine that the animal is a vicious animal pursuant to Chapter 50 of this Code of Ordinances. Any dead chicken, not caused by slaughtering, shall be disposed of immediately upon discovering in a manner so as not to cause a nuisance pursuant to Chapter 50 of this Code of Ordinances.
16. Any slaughter of chickens not regulated by state law or otherwise forbidden or regulated shall be done only in a humane and sanitary manner and shall not be done open to the view of any public area or adjacent property owned by another.
17. No person shall keep any chickens unless they possess a City of Monticello permit issued by the City Clerk.
18. The City Clerk shall provide an application form upon request, which shall include consent forms for landlords and owners of adjacent properties.
19. The fees and associated costs shall be set by resolution.
20. Permits will be granted for one (1) year valid from January 1 through December 31. Permits may be purchased at any time during the year but will be valid only through December 31. Bands will be issued with the permit. The permittee shall place and keep leg bands on all of his chickens showing the permit number.

21. The applicant shall successfully complete an approved class in raising chickens in an urban setting prior to being issued a permit. The Permitting Officer shall maintain a current list of such approved classes.
22. Each chicken shall be banded at all times.
23. By the granting of the permit to raise chickens and the application thereof, the permittee authorizes that the City or its agents have the right to go onto permittee's property any time and without prior notice for the limited purpose of inspection of the premises to ensure that all applicable conditions have been met.
24. Within thirty (30) days after the expiration of any permit, the permittee shall apply for and secure a renewal of the permit in the manner provided for in this chapter. Failure to renew a permit within the time herein provided shall result in a delinquent fee, in addition to the regular permit fee, as set by the city council. All applicants shall be furnished with permit rules and regulations at the time the application is made. Permit rules and regulations shall be approved by resolution of the city council.
25. The permit is a limited license for the activity, and no vested zoning rights arise from the permit being issued.
26. The permit does not run with the land. Private restrictions on the use of the property shall remain enforceable and shall supersede the permit. The private restrictions include, but are not limited to, deed restrictions, condominium restrictions, neighborhood association bylaws, covenants and restrictions, and rental agreements. A permit issued to a person whose property is subject to private restrictions that prohibit keeping of chickens is void.
27. In the event that an applicant or permittee does not fully and strictly comply with the requirements of this section, the application may be denied or the permit may be revoked. If an application is denied or a permit is revoked, the applicant or permittee shall be so informed in writing and also informed of the right to appeal said decision.
28. In any instance where the City Clerk has denied, revoked, suspended, or not renewed a permit, the applicant or permit holder may appeal the Clerk's decision to the City Administrator within ten (10) business days of receipt by the applicant or holder of the permit

of the notice of the decision. The applicant or holder of the permit will be given an opportunity for a hearing. The decision of the City Administrator or any decision by the Clerk that is not appealed in accordance to this chapter shall be deemed final action.

29. When an application for a permit is denied or when a permit is revoked:

- a. The applicant may not re-apply for a new permit for a period of 1 year from the date of the denial or revocation unless the denial or revocation is due to administrative reasons only, as determined by the City Clerk.
- b. Any chickens shall be removed immediately.
- c. Any coop, fowl house, fencing or other structures shall be removed within ten (10) days of the date of the permit being denied or revoked.

30. An owner or possessor of animals on property that is newly annexed has ninety (90) days from the date of annexation to bring the property into compliance required by this section.

31. Any property owner possessing chickens in violation of the City's Animal Code prior to the date this ordinance becomes effective, which is an illegal nonconforming use, shall have thirty (30) days to meet all requirements of this section and all other applicable provisions of the City's code of Ordinances.

32. A violation of this subsection is a simple misdemeanor or a municipal infraction, as provided in Chapter 3 of this Code of Ordinances.

B. Repealer:

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

C. Severability:

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

D. Effective Date

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

Dena Himes, Mayor

Attest:

Sally Hinrichsen, City Clerk

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

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 06/09/17
Preparer: Doug Herman



Agenda Item: 9
Agenda Date: 06/19/2017

Communication Page

Agenda Items Description: Ordinance Amending Chapter 41.11 of the Monticello Code of Ordinances Re: Fireworks

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

Attachments & Enclosures:

Proposed Ordinance
Copy of Current State Code

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: I have updated the proposed ordinance Re: Fireworks for Council consideration. The updated Ordinance repeals existing Code and adopts State Code just as the first reading but the language of the proposed Ordinance is cleaned up.

Background Information: The Council directed me to proceed with the repeal of our Code and adoption of the new State Code as same pertains to the use and sale of fireworks.

The ordinance attached hereto has been updated since last meeting to specifically reference the adoption of the State Code and to make clear that the City will continue to consider applications related to the use of "Display Fireworks" as specifically allowed and provided by the State Code. (State Code attached hereto as well.)

The proposed ordinance is merely a better more detailed version of what the Council approved on the 5th of June.

Staff Recommendation: I recommend that the council waive the requirement for three separate readings and that the 2nd and 3rd readings of the proposed ordinance be considered for final passage tonight with the understanding that the Ordinance will take effect immediately.

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CITY CODE OF MONTICELLO, IOWA, BY
AMENDING CHAPTER 41.11 (FIREWORKS)**

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

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

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

SECTION 1. Section 41.11 “Fireworks Permit”, of the Monticello Code of Ordinances which currently reads as follows shall be repealed:

41.11 FIREWORKS PERMIT. It is unlawful for any person to use or explode any fireworks as defined in Section 727.2 of the Code of Iowa; provided the City may, upon application in writing, grant a permit for the display of fireworks by a City agency, fair associations, amusement parks and other organizations or groups of individuals approved by City authorities when such fireworks display will be handled by a competent operator. No permit shall be granted hereunder unless the operator or sponsoring organization has filed with the City evidence of insurance in the following amounts:

1. Personal Injury: – \$250,000.00 per person.
2. Property Damage: – \$50,000.00.
3. Total Exposure: – \$1,000,000.00.

SECTION 2. Section 41.11 “Fireworks Permit”, of the Monticello Code of Ordinances, as repealed above, shall be replaced with the following:

41.11 FIREWORKS. Chapter 727.2 of the Iowa Code, and other Iowa Code Sections referenced by Chapter 727.2, shall apply to the sale and use of Fireworks within the City limits of the City of Monticello. As allowed by Chapter 727.2(2)(a), the city may, upon application in writing, grant a permit for the use of “DISPLAY FIREWORKS”, as defined by Iowa Code Section 727.2(1)(b), by a city agency and other organization and groups of individuals approved by city authorities when such “DISPLAY FIREWORKS” will be handled by a competent operator. No permit shall be granted hereunder unless the operator or sponsoring organization has filed with the city evidence of insurance in the following amounts:

- a. Personal injury: \$500,000 per person / \$1,000,000 per occurrence
- b. Property Damage \$100,000

SECTION 3. REPEALER. All ordinances or parts thereof 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 this ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be effect immediately upon its' final passage.

First Reading passed by the City Council of Monticello, Iowa, on this 5th day of June, 2017.

Second and Third Readings passed by the City Council on this 19th day of June, 2017, after waiving the requirement that Ordinances be considered for approval at three separate meetings.

Dena Himes, Mayor

ATTEST:

Sally Hinrichsen, City Clerk

Iowa Code §727.2 Fireworks.

1. Definitions. For purposes of this section:

- a. "Consumer fireworks" includes first-class consumer fireworks and second-class consumer fireworks as those terms are defined in section 100.19, subsection 1. "Consumer fireworks" does not include novelties enumerated in chapter 3 of the American pyrotechnics association's standard 87-1 or display fireworks enumerated in chapter 4 of the American pyrotechnics association's standard 87-1.
- b. "Display fireworks" includes any explosive composition, or combination of explosive substances, or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, and includes fireworks containing any explosive or flammable compound, or other device containing any explosive substance. "Display fireworks" does not include novelties or consumer fireworks enumerated in chapter 3 of the American pyrotechnics association's standard 87-1.
- c. "Novelties" includes all novelties enumerated in chapter 3 of the American pyrotechnics association's standard 87-1, and that comply with the labeling regulations promulgated by the United States consumer product safety commission.

2. Display fireworks.

- a. A person, firm, partnership, or corporation who offers for sale, exposes for sale, sells at retail, or uses or explodes any display fireworks, commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars. However, a city council of a city or a county board of supervisors may, upon application in writing, grant a permit for the display of display fireworks by municipalities, fair associations, amusement parks, and other organizations or groups of individuals approved by the city or the county board of supervisors when the display fireworks will be handled by a competent operator, but no such permit shall be required for the display of display fireworks at the Iowa state fairgrounds by the Iowa state fair board, at incorporated county fairs, or at district fairs receiving state aid. Sales of display fireworks for such display may be made for that purpose only.
- b.
 - (1) A person who uses or explodes display fireworks while the use of such devices is prohibited or limited by an ordinance or resolution adopted by the county or city in which the firework is used commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.
 - (2) A person who uses or explodes display fireworks while the use of such devices is suspended by an order of the state fire marshal commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.

3. Consumer fireworks and novelties.

- a. A person or a firm, partnership, or corporation may possess, use, or explode consumer fireworks in accordance with this subsection and subsection 4.
- b. A person, firm, partnership, or corporation who sells consumer fireworks to a person who is less than eighteen years of age commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars. A person who is less than eighteen years of age who purchases consumer fireworks commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.
- c.
 - (1) A person who uses or explodes consumer fireworks or novelties while the use of such devices is prohibited or limited by an ordinance adopted by the county or city in which the fireworks are used commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.
 - (2) A person who uses or explodes consumer fireworks or novelties while the use of such devices is suspended by an order of the state fire marshal commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.

4. Limitations.

- a. A person shall not use or explode consumer fireworks on days other than June 1 through July 8 and December 10 through January 3 of each year, all dates inclusive.
- b. A person shall not use or explode consumer fireworks at times other than between the hours of 9:00 a.m. and 10:00 p.m., except that on the following dates consumer fireworks shall not be used at times other than between the hours specified:
 - (1) Between the hours of 9:00 a.m. and 11:00 p.m. on July 4 and the Saturdays and Sundays immediately preceding and following July 4.
 - (2) Between the hours of 9:00 a.m. on December 31 and 12:30 a.m. on the immediately following day.
 - (3) Between the hours of 9:00 a.m. and 11:00 p.m. on the Saturdays and Sundays immediately preceding and following December 31.
- c. A person shall not use consumer fireworks on real property other than that person's real property or on the real property of a person who has consented to the use of consumer fireworks on that property.
- d. A person who violates this subsection commits a simple misdemeanor. A court shall not order imprisonment for violation of this subsection.

5. Applicability.

- a. This section does not prohibit the sale by a resident, dealer, manufacturer, or jobber of such fireworks as are not prohibited by this section, or the sale of any kind of fireworks if they are to be shipped out of the state, or the sale or use of blank cartridges for a show or the theater, or for signal purposes in athletic sports or by railroads or trucks, for signal purposes, or by a recognized military organization.
- b. This section does not apply to any substance or composition prepared and sold for medicinal or fumigation purposes.
- c. Unless specifically provided otherwise, this section does not apply to novelties.

City Council Meeting
Prep. Date: 06/09/17
Preparer: Doug Herman



Agenda Item: Reports
Agenda Date: 06/19/2017

Communication Page

Agenda Items Description: Misc. Reports

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

- Board Openings: Tree Board; ECIA Board
- Engineer Report (See Attached)
 - Need to set special assessment interest rate for E. South Street Reconstruction not to exceed the 9%, as set by the State
 - 6th Street Ditch Rehabilitation Project Update

6th Street Ditch:

- The plans and specs are at 90% completion.
- Council to provide direction for plan preparation and easement/property acquisition.



Memorandum

To: Doug Herman, Mayor & City Council

Date: 06-14-2017

From: Lindsay Beaman, P.E., Casey Zwolinski, E.I.

RE: 6th Street Ditch Rehabilitation Project Update

Dear Doug,

We are currently working on the plans and specifications for the 6th Street Ditch Rehabilitation project. The current plan set is at 90% completion, any city comments will be incorporated into the final design. This includes construction phasing or removing certain sections of the proposed ditch out of the plan set. Attached to this memo is a construction cost estimate and easement exhibits for the three phases. The first phase is located on the far west side of the project near North Chestnut Street. The second phase is near HWY 38 on the west side of the highway. The third phase includes all of the proposed work east of HWY 38. In the exhibits, seed mixture Type 1 is residential grass that is typically mowed while Type 2 & 3 is taller grass used for the proposed ditch slopes that is not intended to be mowed. This taller grass seed mixture can reach a maximum height of 2 to 3 feet. The City should evaluate long term maintenance needs for the ditch and inform the adjacent property owner's on the City's decision.

We have had correspondence with the Army Corps of Engineers (ACOE) regarding Mr. Intlekofer and the ACOE permit for this project. The ACOE is waiting on council action to see if the section that Mr. Intelkofer has disturbed will be incorporated into this project. Once the City makes an official decision, we will then submit plans and specifications to the ACOE for their approval. It will approximately take the ACOE 2 to 4 weeks to review the plans and specifications before approving the ACOE permit.

The phases below highlight the proposed work near the adjacent property owners.

Phase 1 (Near North Chestnut Street)

The proposed work in this area includes removal of trees, replacement of driveways with curb and gutter, removal and reinstallation of chain link and wood fences, replacement of storm sewer pipes, removal of existing concrete retaining walls, installation of reinforced concrete retaining walls, grading, and seeding. This proposed work will require the City to obtain temporary and permanent easements from adjacent property owners. To allow the City access to maintain this ditch, additional permanent easements will be needed along the centerline of the proposed ditch.

Phase 2 (West Side of HWY 38)

The proposed work in this area includes removal of trees, replacement of driveways with curb and gutter, replacement of sidewalks, removal of existing channel rock, installation of channel rock, grading, and seeding. The proposed centerline of the ditch will be shifted away from the existing ditch to decrease the limits of the construction onto adjacent properties while increasing the hydraulic capacity of the ditch during storm events. This proposed work will require the City to obtain temporary and permanent easements from adjacent property owners. To allow the City access to maintain this ditch, additional permanent easements will be needed along the centerline of the proposed ditch.

Phase 3 (East Side of HWY 38)

The proposed work in this area includes removal of trees, removal of existing channel rock, installation of channel rock, removal of existing stone wall, installation of a reinforced concrete retaining wall, grading, and seeding. The proposed centerline of the ditch will be shifted away from the existing ditch to decrease the limits of construction onto adjacent properties while increasing the hydraulic capacity of the ditch during storm events. In addition to this proposed shift, some adjacent property owners will see an added benefit because they will no longer need to cut grass on the other side of the ditch. These same property owners will also have a larger area between their home and the ditch. This proposed work will require the City to obtain temporary and permanent easements from adjacent property owners. Additional permanent easements will be needed along the centerline of the proposed ditch to allow the City access to maintain the ditch.

ENGINEER'S OPINION OF PROBABLE COST - 6TH STREET DITCH REHABILITATION (06/14/17)

Item #	Item Code	Description	Unit	Estimated Quantity			Unit Cost	Extended Cost		
				Phase 1	Phase 2	Phase 3		Phase 1	Phase 2	Phase 3
1	2010-108-C-0	Clearing and Grubbing	LS	1	1	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
2	2010-108-D-1	Topsoil, On-site, 6"	CY	112.5	658.5	341.1	\$ 28.00	\$ 3,150.00	\$ 18,438.00	\$ 9,550.80
3	2010-108-E-3	Topsoil, Off-Site, 2"	CY	48.3	293.3	147.8	\$ 42.00	\$ 2,016.60	\$ 11,992.80	\$ 6,207.90
4	2010-108-E-0	Excavation, Class 10	CY	12	623	128	\$ 19.00	\$ 228.00	\$ 11,837.00	\$ 2,432.00
5	2010-108-I-0	Subbase, 4" (Modified)	SY	161	35	0	\$ 4.00	\$ 644.00	\$ 140.00	\$ -
6	2010-108-I-0	Subbase 12" (Modified)	SY	16	235	0	\$ 12.00	\$ 192.00	\$ 2,700.00	\$ -
7	4020-108-A-1	Storm Sewer, Trenched, RCP, 36"	LF	10	0	0	\$ 140.00	\$ 1,400.00	\$ -	\$ -
8	4020-108-C-0	Removal of Storm Sewer, 36"	LF	8	0	0	\$ 400.00	\$ 3,200.00	\$ -	\$ -
9	7010-108-E-0	Curb and Gutter, 7"	LF	3	50	0	\$ 150.00	\$ 440.00	\$ 2,250.00	\$ -
10	7030-108-A-0	Removal of Sidewalk	SY	0	13	0	\$ 25.00	\$ -	\$ 325.00	\$ -
11	7030-108-A-0	Removal of Driveway	SY	161	35	0	\$ 20.00	\$ 3,220.00	\$ 700.00	\$ -
12	7030-108-E-0	Sidewalk, PCC, 3"	SY	0	13	0	\$ 80.00	\$ -	\$ 780.00	\$ -
13	7030-108-H-1	Driveway, Paved, PCC, 6"	SY	161	35	0	\$ 45.00	\$ 7,245.00	\$ 1,575.00	\$ -
14	7030-108-H-2	Temporary, Granular	TON	51	11	0	\$ 35.00	\$ 1,785.00	\$ 385.00	\$ -
15	7010-108-E-0	Curb and Gutter, Removal	LF	32	50	0	\$ 70.00	\$ 2,240.00	\$ 3,500.00	\$ -
16	8010-108-C-0	Traffic Control	LS	1	1	1	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
17	9010-108-A-0	Conventional Seeding, Seeding, Fertilizing, and NO Mulching, Type 2	AC	0.05	0.38	0.22	\$ 3,000.00	\$ 150.00	\$ 1,140.00	\$ 660.00
18	9010-108-A-0	Conventional Seeding, Seeding, Fertilizing, and NO Mulching, Type 1	AC	0.03	0.58	0.22	\$ 2,500.00	\$ 125.00	\$ 950.00	\$ 550.00
19	9010-108-A-0	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	0.08	0.44	0.2	\$ 5,000.00	\$ 400.00	\$ 2,200.00	\$ 1,000.00
20	9010-108-E-0	Warranty, 1-year	LS	1	1	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
21	9040-108-A-2	SWPPP Management	LS	1	1	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
22	9040-108-F-1	Wattles, Open Weave, 15"	LF	67	266	192	\$ 5.00	\$ 335.00	\$ 1,330.00	\$ 960.00
23	9040-108-F-2	Wattles, Removal	LF	67	266	192	\$ 2.00	\$ 134.00	\$ 532.00	\$ 384.00
24	9040-108-J-1	Rip Rap, Bendway Weirs, Class A	TON	0	10.2	12.3	\$ 50.00	\$ -	\$ 510.00	\$ 215.00
25	9040-108-J-0	Rip Rap, Toe Protection, Class E	TON	0	223.5	348.5	\$ 60.00	\$ -	\$ 13,410.00	\$ 20,910.00
26	9040-108-J-0	Rip Rap, Class E	TON	2.3	35	11.1	\$ 50.00	\$ 115.00	\$ 1,750.00	\$ 655.00
27	9040-108-R-0	Turf Reinforcement Mats, Type 2	SQ	22	166	39	\$ 75.00	\$ 1,630.00	\$ 12,375.00	\$ 7,425.00
28	9040-108-V-0	Temporary Sediment and Erosion Controls	LS	1	1	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
29	9060-108-D-0	Removal and Reinstallation of Existing Fence, Wood, 6"	LF	101	0	0	\$ 20.00	\$ 2,020.00	\$ -	\$ -
30	9060-108-D-0	Removal and Reinstallation of Existing Fence, Chain Link, 4"	LF	24	0	0	\$ 43.00	\$ 1,032.00	\$ -	\$ -
31	11,020-108-A	Mobilization	LS	1	1	1	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
32	11,020-108-A	Construction Fencing	LF	350	930	850	\$ 2.50	\$ 875.00	\$ 2,325.00	\$ 2,125.00
33	11,060-108-A	Concrete Washout	LS	1	1	1	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
34	2401-6750001	Removals, As Per Plan	LS	1	1	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
35	2402-0425030	Granular Backfill	CY	32.3	0	96.8	\$ 30.00	\$ 969.00	\$ -	\$ 2,904.00
36	2402-2720000	Excavation, Class 10	CY	60.2	0	25.2	\$ 30.00	\$ 1,806.00	\$ -	\$ 7,584.00
37	2402-2725005	Foundation Treatment Material	TON	0	0	93	\$ 35.00	\$ -	\$ -	\$ 3,255.00
38	2403-0109000	Structural Concrete (Misc)	CY	107.1	0	58.3	\$ 750.00	\$ 80,325.00	\$ -	\$ 43,725.00
39	2403-2775000	Reinforcing Steel	LB	1568	0	7543	\$ 1.00	\$ 15,680.00	\$ -	\$ 7,543.00
40	2501-8400172	Temporary Shoring	LS	0	0	1	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
Subtotal								\$ 166,238.60	\$ 115,334.60	\$ 180,187.40
Contingency 5% ±								\$ 8,311.93	\$ 5,766.73	\$ 9,009.37
Total								\$ 174,550.53	\$ 121,101.33	\$ 189,196.77

