

City of Monticello, Iowa

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Posted on December 2, 2021 at 9:00 a.m.

Monticello City Council Meeting December 6, 2021 @ 6:00 p.m.

Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

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

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

Open Forum: If you wish to address the City Council on subjects pertaining to today's meeting agenda please wait until that item on the agenda is reached. If you wish to address the City Council on an item not on the agenda, please approach the lectern and give your name and address for the public record before discussing your item. Individuals are normally limited to speaking for no more than three (3) minutes on a topic and the Open Forum is by rule limited to a total of twenty (20) minutes.

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

Approval of Council Mtg. Minutes	November 15, 2021
Approval of Payroll	November 18, 2021
Approval of Payroll	December 2, 2021
Approval of Bill List	

Resolutions:

1. **Resolution** Approving Plat of Survey to Parcel 2021-64
2. **Resolution** Approving Plat of Survey to Parcels 2021-70 and 2021-71
3. **Resolution** Approving Plat of Survey to Parcel 2021-69
4. **Resolution** Approving a Preliminary and Final Plat of Brad Stephen's Second Addition
5. **Resolution** To approve agreement between the IDOT and the City of Monticello in Re: Highway 38 Overlay Project

6. **Resolution** To award the 2021 East 7th Street Utility Improvements Project to Pirc-Tobin Construction Inc in the amount of \$302,698.70
7. **Resolution** Approving Agreement for Engineering Services between HDR Engineering, Inc. and the City of Monticello for services and expenses related to the Taxiway Extension Project
8. **Resolution** Approving Loren & Lois Freese Tax Abatement Application related to Residential Improvements constructed at 502 Locust Court, Monticello, Iowa

Ordinances:

9. **Ordinance** #750 Adding New Subsections to Chapter 69, Parking Regulations, Section 08, No Parking Zones; on portions of South Gill Street, North Maple Street, East South Street and South Elm Street (3rd reading)
10. **Ordinance** #752 amending provisions pertaining to Water Deposit (2nd reading)
11. **Ordinance** #753 amending provisions pertaining to house moving Monticello Code 448 (2nd reading)

Reports / Potential Actions:

12. City Engineer
13. Mayor
14. City Administrator
15. City Clerk
16. Public Works Director
17. Police Chief
18. Water/Wastewater Superintendent
19. Park and Recreation Director
20. Library Director

Closed Session:

21. Closed Session under §21.5(1)(j) of the Iowa Code “To discuss purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property”

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.

Meeting Instructions for the Public

Due to the Covid-19 Virus the public will be admitted into this meeting with limited seating.

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

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

Topic: December 6, 2021 City Council Meeting

Time: Dec 6, 2021 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83672537813>

Meeting ID: 836 7253 7813

One tap mobile

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Meeting ID: 836 7253 7813

Find your local number: <https://us02web.zoom.us/j/83672537813>

Regular Council Meeting
November 15, 2021 – 6:00 P.M.
Community Media Center

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

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

Gary Feldmann, 713 West First Street questioned if Public Works would be extending the leaf pickup. Wolken stated this week for sure and could extend longer depending on the weather, as they need time to get truck ready to plow snow. Notice will be posted on Facebook.

Brighton moved the consent agenda, Hanken seconded, roll call unanimous.

Mayor Wolken opened the public hearing regarding the proposed re-districting wards for the City. Hinrichsen received no oral comments. County Auditor Whitney Hein sent a written comment stating she reviewed the proposed maps and felt option 5 was a good choice. Hinrichsen recommended the option 5 map, as the wards are only one off from the State’s recommended target population. Mayor closed the Public Hearing regarding the proposed re-districting wards for the City. Hanken moved to approve Resolution 2021-125 to approve the redistricting map following the 2020 census, Langerman seconded, roll call unanimous. Map approved was option 5.

Yeoman introduced and moved Ordinance #751 amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Ward and Precinct Boundaries, first reading in title only. Langerman seconded, roll call unanimous. Yeoman moved that the statutory rule requiring said ordinance be considered and voted on for passage at two prior Council meetings prior to the meeting at which it is to be finally passed be suspended with respect to Ordinance #751 amending provisions pertaining to Ward and Precinct Boundaries, be regarded as having been considered and voted on at two prior council meetings. Goedken seconded, roll call unanimous. Yeoman moved Ordinance #751 amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Ward and Precinct Boundaries, third and final reading in title only. Goedken seconded, roll call unanimous.

Langerman moved to approve Resolution 2021-126 Approving FY 2020-2021 Annual Financial Report, Goedken seconded, roll call unanimous.

Lux moved to approve Resolution 2021-127 Approving Richard and Kristen Myers Tax Abatement Application related to Residential Improvements constructed at 303 Grandview Avenue, Monticello, Iowa. Langerman seconded, roll call unanimous.

Hinrichsen stated this was property given to the City from Welter Storage, that they used as a parking lot next to the disc golf course. Hanken moved to approve Resolution 2021-128 to request Abatement of accrued Property Taxes on property owned by the City of Monticello for public purposes within the city limits of the City of Monticello. Brighton seconded, roll call unanimous.

Farnum stated the next several resolutions are related to the annual appropriations as stated in their development agreements. Goedken moved to approve Resolution 2021-129 Appropriating funds necessary to meet the City's Obligation to Innovative Ag. Services under the Development Agreement dated February 15, 2010, Lux seconded, roll call unanimous.

Farnum reported Royal Flush continues to work with the City to come into compliance and are currently hauling their waste off-site. Per agreement, City is obligated to pay as long as they are in business. Goedken moved to approve Resolution 2021-130 Appropriating funds necessary to meet the City's Obligation to Mike Beck and Ken McDermott, known as Royal Flush Truck Wash, Inc per Development Agreement, dated March 17, 2014, and as amended, dated June 3, 2019, Langerman seconded, roll call unanimous.

Goedken moved to approve Resolution 2021-131 Appropriating funds necessary to meet the City's Obligation to Mercy Care Management, Inc per Development Agreement, dated July 7, 2019, Langerman seconded, roll call unanimous.

Yeoman moved to approve Resolution 2021-132 Appropriating funds necessary to meet the City's Obligation to Cobblestone Inn & Suites (formerly known as Boulders Inn Monticello) under the Development Agreement dated October 5, 2015; as amended November 20, 2017, Goedken seconded. Roll call was unanimous except Yeoman who abstained as he is a shareholder.

Langerman moved to approve Resolution 2021-133 Appropriating funds necessary to meet the City's Obligation to Kardes Inc. per Development Agreement dated March 17, 2014, Hanken seconded, roll call unanimous.

Goedken moved to approve Resolution 2021-134 Appropriating funds necessary to meet the City's Obligation to MC Industries under the Development Agreement dated August 2, 2010, Lux seconded, roll call unanimous.

Langerman moved to approve Resolution 2021-135 Appropriating funds necessary to meet the City's Obligation to Lauren Welter, successor owner of 218 West First Street, Suite "A" per Development Agreement dated October 2, 2017, Goedken seconded, roll call unanimous.

Regular Council Meeting
November 15, 2021

Yeoman moved to approve Resolution 2021-136 Appropriating funds necessary to meet the City's Obligation to Paige Jacobs, LLC, successor owner of 218 West First Street, Suite "B" per Development Agreement dated October 2, 2017, Hanken seconded, roll call unanimous.

Goedken moved to approve Resolution 2021-137 Appropriating funds necessary to meet the City's Obligation to Njs LLC, successor owner of 218 West First Street, Suite "C" per Development Agreement dated October 2, 2017, Langerman seconded, roll call unanimous.

Yeoman moved to approve Resolution 2021-138 Appropriating funds necessary to meet the City's Obligation to Orbis Manufacturing, a subsidiary of Menasha Corporation per Development Agreement dated April 3, 2017, as amended by Resolution #19-27, dated April 15, 2019, Langerman seconded, roll call unanimous.

Langerman moved to approve Resolution 2021-139 Appropriating funds necessary to meet the City's Obligation to BR3 Development LLC per Development Agreement, dated March 1, 2021, Goedken seconded, roll call unanimous.

Langerman moved to approved Resolution 2021-140 Approving FY 2023 TIF Certification, Brighton seconded, roll call unanimous.

Langerman moved to approve Resolution 2021-141 Approving FY 2020-2021 Annual Urban Renewal Report, Goedken seconded, roll call unanimous.

Langerman moved to approve Resolution 2021-142 Approving Purchase / Lease of "2015 Case IH Magnum 180 tractor" from Scherrman's Implement Monticello, Goedken seconded. Hinrichsen inquired if they were purchasing outright or leasing a portion? Langerman moved to amend her motion to make a down payment of \$65,000 and to do a payment installment lease for the remainder over 5 years, Goedken seconded, roll call unanimous. On the amended motion, to approve Resolution 2021-142 Approving Purchase / Lease of "2015 Case IH Magnum 180 tractor" from Scherrman's Implement Monticello; with a down payment of \$65,000 and to do a payment installment lease for the remainder, over 5 years, roll call vote was unanimous

Brighton moved to approved Resolution 2021-143 Preliminarily approving proposed Development Agreement between the City of Monticello and Oak Street Manufacturing and scheduling a Public Hearing on the proposed agreement, Langerman seconded, roll call unanimous. Public Hearing will be held on January 3, 2022.

Yeoman moved to approve Resolution 2021-144 Preliminarily approving Proposed Amendment to Monticello Urban Renewal Plan to include Oak Street Manufacturing Project, and to schedule a Public Hearing on the proposed Urban Renewal Plan amendment for the 3rd day of January 2022 at 6:00 p.m., Goedken seconded, roll call unanimous.

Farnum stated the agreement with Matt Kumley is nearly identical to the proposed agreement with Creative Concepts who withdrew their proposal on October 4, 2021. Langerman moved to approved Resolution 2021-145 To Approve Development Agreement between City of Monticello and Matt Kumley dba Glass Tap, LLC, Hanken seconded. Audrey Savage, 717 West First Street asked for clarification on an abstention vote, if that counted as a “no” vote. She stated Yeoman has no financial interest in the Compadres building project; thus, should not be abstaining from voting on the Compadres building issue. Wolken stated we can’t compel the Council member to vote, they only needed four affirmative votes for the resolution to pass. Yeoman clarified for the record the facts of the process related to the Compadres building and the reason behind his abstention. Yeoman read a prepared statement, and stated “I want the record to reflect the facts of the case”. He further explained the City advertised for RFPs and received none. After an extension to that deadline, Kumley and Creative Concepts submitted RFPs and Council after reviewing them voted accordingly. Yeoman stated the reason he submitted his RFP anonymously was to keep the council from feeling obligated to vote in favor of or negatively against his proposal due to his involvement. “The goal was to get the property back on the tax rolls quickly and inexpensively as possible”, he said, a sentiment Yeoman also shared with Matt Kumley. Yeoman stated the two were getting along “swimmingly” on the project until he said Audrey Savage got involved. “The person behind this is Audrey Savage”, Yeoman read. “She enlisted two skills, Dave Schoon and Tom Osborne. They both railed about an LLC that never existed”. “Everything was done in public view,” continued Yeoman. “This fiasco by those three is nothing short of character assassination of the city council, the city administrator and the mayor”. Roll call unanimous except Yeoman who abstained, as he wants no blame for its failure and no credit for its success. Carried.

Hanken moved to approve Ordinance #750 amending the Code of Ordinances of the City of Monticello, Iowa, by Adding New Subsections to Chapter 69, Parking Regulations, Section 08, No Parking Zones; on portions of South Gill Street, North Maple Street, East South Street and South Elm Street, second reading in title only. Brighton seconded. Smith advised that East South Street should read the “North” side of Cedar Street to Main Street, instead of the “South”. Goedken moved to change the wording to read “East South Street on the North side of Cedar Street to Main Street” on the proposed Ordinance, Hanken seconded, roll call unanimous. The roll call was unanimous, on the motion to approve Ordinance #750 amending the Code of Ordinances of the City of Monticello, Iowa, by Adding New Subsections to Chapter 69, Parking Regulations, Section 08, No Parking Zones; on portions of South Gill Street, North Maple Street, East South Street and South Elm Street, second reading in title only.

Hinrichsen reported the water deposit is currently \$50, and the average monthly bill is approximately \$90. The water bills are for the previous month’s usage and by the time water is shut-off, they would have 2½ months of utility usage. After discussion, Council consensus was to increase the deposit to \$150.00 starting January 1, 2022. Brighton introduced and moved Ordinance #752 amending the Code of Ordinances of the City of Monticello, Iowa, by amending Chapter 90, Section 07 pertaining to Deposit, first reading in title only. Goedken seconded. Roll call unanimous.

Regular Council Meeting
November 15, 2021

Farnum reviewed the proposed changes to the house movers code. The proposed changes would protect the City and citizens of Monticello. Goedken introduced and moved Ordinance #753 amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to House Movers, first reading in title only. Brighton seconded. Roll call unanimous.

Hinrichsen stated the proposal to change the makeup of the Library Board was approved by the voters on the November 2021 ballot and recommended approving all three readings. Langerman introduced and moved Ordinance #754 amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Library Board of Trustees, first reading in title only. Hanken seconded, roll call unanimous. Goedken moved that the statutory rule requiring said ordinance be considered and voted on for passage at two prior Council meetings prior to the meeting at which it is to be finally passed be suspended and with respect to Ordinance #754 amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Library Board of Trustees, be regarded as having been considered and voted on at two prior council meetings. Brighton seconded, roll call unanimous. Yeoman moved Ordinance #754 amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Library Board of Trustees, third and final reading in title only. Goedken seconded, roll call unanimous.

Wolken requested to set up a compensation committee to review the job description for the non-bargaining staff to make a recommendation to the Council. Brenda Hanken, Scott Brighton and Chris Lux offered to serve on the committee.

Farnum has 5 plats for P & Z to review at their next meeting, which will be on the next Council meeting for approval.

Farnum stated the 7th Street Project bids are due this Thursday.

Farnum received the floor plans for the Glass Tap expansion related to the Compadres building and they are ready to get started.

Farnum reported the attorney is reviewing the employee handbook.

Farnum advised the 6th Street Ditch is on hold, as staff continues to look at options to fund the project. If City want to use the SRF funds, we need to wait until the wastewater plant project is underway.

Farnum received unexpected news that IEDA will not be accepting Water / Sewer CDBG applications for the January 1, 2022, round and the April round is unclear, as they have experienced a significant increase in the number of CDBG water/ sewer applications.

Farnum and engineers are working with Horsfield to resolve the North Sycamore issues.

Farnum stated Airport Board decided to extend the farm lease one more year due to an issue with the termination notice delivery.

Regular Council Meeting
November 15, 2021

Farnum reported the Main Street Iowa applications are due in July. Last year, Monticello finished third and they only accept two towns each year.

Smith updated Council on the nuisance behind Darrells, stating they got into compliance for only a short time. He sent notice to the landlord.

Smith reported they had a groundbreaking for the all-inclusive playground near the aquatic center.

Smith reported a homeowner attempting to remove a pine tree on South Sycamore, put the neighbor's house in jeopardy and they had to evacuate the home until tree was down. In the process, they damaged city trees in the right of way. Oswald is checking with Tree Board if tree could be trimmed or how the damage should be handled.

Oswald reported that the Fair Board requested permission to place an overhead wire underground at their expense.

Turnis gave an update on activities at the Library.

Mayor Wolken adjourned the meeting at 7:25 pm.

Brian Wolken, Mayor

Sally Hinrichsen, City Clerk

PAYROLL - NOVEMBER 18, 2021

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	November 1 - 14, 2021				
Brian Bronemann	\$ 756.30	\$ -	0.00	0.00	\$ 609.46
Shelley Bronemann	276.00	-	0.00	0.00	233.80
Jacob Gravel	1,683.64	15.64	0.00	0.00	1,220.41
Mason Hanson	532.70	-	0.00	0.00	423.70
Ben Hein	865.90	-	0.00	0.00	705.47
Ron Herman, Jr.	496.00	-	0.00	0.00	417.86
David Husmann	2,110.73	393.53	0.00	0.00	1,297.22
Mary Intlekofer	1,323.68	-	0.00	0.00	971.08
Sonya Johnson	1,065.00	-	0.00	0.00	830.10
Nick Kähler	224.00	-	0.00	0.00	192.77
Lori Lynch	2,152.19	77.79	0.00	0.00	1,464.49
Kody Miles	48.00	-	0.00	0.00	41.30
Chloe Mogensen	548.40	-	0.00	0.00	433.46
Mandy Norton	544.05	-	0.00	0.00	423.81
Shannon Poe	307.46	-	0.00	0.00	239.21
Shelly Searles	1,908.00	-	0.00	3.75	1,304.78
Sabrina Strella	281.43	-	0.00	0.00	229.22
Jenna Weih	2,282.14	454.14	0.00	0.00	1,638.27
Curtis Wyman	1,626.14	-	0.00	83.63	1,105.65
TOTAL AMBULANCE	\$ 19,031.76	\$ 941.10	0.00	87.38	\$ 13,782.06
CEMETERY	October 30 - November 12, 2021				
Dan McDonald	\$ 1,894.00	\$ -	0.00	0.00	\$ 1,392.40
TOTAL CEMETERY	\$ 1,894.00	\$ -	0.00	0.00	\$ 1,392.40
CITY HALL	October 31 - November 13, 2021				
Cheryl Clark	\$ 2,480.80	\$ -	0.00	19.13	\$ 1,810.68
Russ Farnum	3,903.85	-	0.00	0.00	2,643.54
Sally Hinrichsen	3,659.64	-	0.00	0.00	2,437.06
Nanci Tuel	2,354.16	-	0.00	0.00	1,758.44
TOTAL CITY HALL	\$ 12,398.45	\$ -	0.00	19.13	\$ 8,649.72
COUNCIL / MAYOR					
Scott Brighton	\$ 100.00	\$ -	0.00	0.00	\$ 92.26
Dave Goedken	100.00	-	0.00	0.00	92.26
Brenda Hanken	100.00	-	0.00	0.00	92.35
Candy Langerman	100.00	-	0.00	0.00	92.35
Chris Lux	100.00	-	0.00	0.00	92.26
Brian Wolken	300.00	-	0.00	0.00	274.78
Tom Yeoman	100.00	-	0.00	0.00	92.35
TOTAL COUNCIL / MAYOR	\$ 900.00	\$ -	0.00	0.00	\$ 828.61
LIBRARY	November 1 - 14, 2021				
Molli Hunter	\$ 987.20	\$ -	0.00	0.00	\$ 775.00
Penny Schmit	1,188.81	-	0.00	0.00	684.05
Michelle Turnis	1,705.44	-	0.00	0.00	1,084.35
TOTAL LIBRARY	\$ 3,881.45	\$ -	0.00	0.00	\$ 2,543.40

PAYROLL - NOVEMBER 18, 2021

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
MBC	November 1 - 14, 2021				
Jacob Oswald	\$ 2,089.42	\$ -	0.00	0.00	\$ 1,568.66
Shannon Poe	1,664.84	-	0.00	0.00	1,143.95
TOTAL MBC	\$ 3,754.26	\$ -	0.00	0.00	\$ 2,712.61
POLICE	November 1 - 14, 2021				
Zachary Buehler	\$ 2,153.32	\$ -	0.00	0.00	\$ 1,596.13
Peter Fleming	2,341.75	-	0.00	29.25	1,640.93
Dawn Graver	2,469.60	-	0.00	0.00	1,777.64
Erik Honda	2,538.95	-	0.00	0.75	1,883.77
John Klein	299.64	-	0.00	0.00	256.11
Jordan Koos	2,509.08	-	0.00	3.50	1,808.32
Britt Smith	3,071.06	-	0.00	0.00	2,249.23
Madonna Staner	1,576.00	-	0.00	0.00	1,192.70
Brian Tate	2,560.20	-	0.00	0.00	1,890.18
TOTAL POLICE	\$ 19,519.60	\$ -	0.00	33.50	\$ 14,295.01
ROAD USE	October 30 - November 12, 2021				
Zeb Bowser	\$ 1,744.00	\$ -	0.00	0.00	\$ 1,282.77
Jasper Scott	1,684.00	-	0.00	0.00	1,190.71
TOTAL ROAD USE	\$ 3,428.00	\$ -	0.00	0.00	\$ 2,473.48
SANITATION	October 30 - November 12, 2021				
Michael Boyson	\$ 1,744.00	\$ -	0.00	0.00	\$ 1,226.86
Nick Kahler	2,131.80	-	0.00	0.00	1,466.35
TOTAL SANITATION	\$ 3,875.80	\$ -	0.00	0.00	\$ 2,693.21
SEWER	October 30 - November 12, 2021				
Tim Schultz	\$ 1,992.00	\$ -	0.00	3.50	\$ 1,384.89
Jim Tjaden	2,461.54	-	0.00	0.00	1,781.80
TOTAL SEWER	\$ 4,453.54	\$ -	0.00	3.50	\$ 3,166.69
WATER	October 30 - November 12, 2021				
Daniel Pike	\$ 1,992.68	\$ 36.68	0.00	35.00	\$ 1,425.03
TOTAL WATER	\$ 1,992.68	\$ 36.68	0.00	35.00	\$ 1,425.03
TOTAL - ALL DEPTS.	\$ 75,129.54	\$ 977.78	0.00	178.51	\$ 53,962.22

PAYROLL - DECEMBER 2, 2021

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE					
November 15 - 28, 2021					
Jacob Gravel	\$ 2,230.95	\$ 562.95	0.00	0.00	\$ 1,602.27
David Husmann	1,908.00	-	0.00	0.00	1,204.62
Mary Intlekofer	178.88	-	0.00	0.00	86.56
Brandon Kent	137.14	-	0.00	0.00	118.13
Lori Lynch	2,865.27	583.43	0.00	0.00	1,895.60
Chloe Mogensen	365.60	-	0.00	0.00	301.77
Shelly Searles	2,814.30	1,287.90	0.00	3.75	1,857.01
Jenna Weih	2,222.16	394.16	0.00	0.00	1,601.98
Curtis Wyman	1,834.80	-	0.00	3.63	1,250.90
TOTAL AMBULANCE	\$ 14,557.10	\$ 2,828.44	0.00	7.38	\$ 9,918.84
CEMETERY					
November 13 - 26, 2021					
Dan McDonald	\$ 1,744.00	\$ -	0.00	0.00	\$ 1,263.32
TOTAL CEMETERY	\$ 1,744.00	\$ -	0.00	0.00	\$ 1,263.32
CITY HALL					
November 14 - 27, 2021					
Cheryl Clark	\$ 1,772.00	\$ -	1.50	20.63	\$ 1,202.60
Russ Farnum	3,653.85	-	0.00	0.00	2,495.93
Sally Hinrichsen	2,614.03	-	0.00	0.00	1,648.61
Nanci Tuel	1,574.40	-	0.00	0.00	1,055.76
TOTAL CITY HALL	\$ 9,614.28	\$ -	1.50	20.63	\$ 6,402.90
FIRE					
Joe Bayne	\$ 208.33	\$ -	0.00	0.00	\$ 191.39
Chris Hinrichs	60.00	-	0.00	0.00	55.41
Billy Norton	166.67	-	0.00	0.00	143.57
Paul Warner	125.00	-	0.00	0.00	115.44
TOTAL FIRE	\$ 560.00	\$ -	0.00	0.00	\$ 505.81
LIBRARY					
November 15 - 28, 2021					
Molli Hunter	\$ 987.20	\$ -	0.00	0.00	\$ 775.00
Penny Schmit	1,188.80	-	0.00	0.00	684.03
Michelle Turnis	1,705.44	-	0.00	0.00	1,084.35
TOTAL LIBRARY	\$ 3,881.44	\$ -	0.00	0.00	\$ 2,543.38
MBC					
November 15 - 28, 2021					
Jacob Oswald	\$ 2,089.42	\$ -	0.00	0.00	\$ 1,568.66
Shannon Poe	1,664.84	-	0.00	0.00	1,143.95
TOTAL MBC	\$ 3,754.26	\$ -	0.00	0.00	\$ 2,712.61
POLICE					
November 15 - 28, 2021					
Zachary Buehler	\$ 2,520.96	\$ -	0.00	0.00	\$ 1,851.45
Peter Fleming	2,369.30	-	0.00	29.25	1,657.98
Dawn Graver	2,469.61	-	0.00	0.00	1,777.64
Erik Honda	2,658.43	89.61	0.00	0.75	1,965.23
Jordan Koos	2,568.82	-	0.00	3.50	1,844.45
Britt Smith	3,071.06	-	0.00	0.00	2,249.23
Madonna Staner	1,576.01	-	0.00	0.00	1,192.71
Brian Tate	2,530.08	-	0.00	0.00	1,869.62

PAYROLL - DECEMBER 2, 2021

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
TOTAL POLICE	\$ 19,764.27	\$ 89.61	0.00	33.50	\$ 14,408.31
ROAD USE	November 13 - 26, 2021				
Zeb Bowser	\$ 1,776.70	\$ 32.70	0.00	0.00	\$ 1,305.86
Jasper Scott	1,684.00	-	0.00	0.00	1,190.70
TOTAL ROAD USE	<u>\$ 3,460.70</u>	<u>\$ 32.70</u>	<u>0.00</u>	<u>0.00</u>	<u>\$ 2,496.56</u>
SANITATION	November 13 - 26, 2021				
Michael Boyson	\$ 1,744.00	\$ -	0.00	0.00	\$ 1,226.86
Nick Kahler	2,131.80	-	0.00	0.00	1,466.35
TOTAL SANITATION	<u>\$ 3,875.80</u>	<u>\$ -</u>	<u>0.00</u>	<u>0.00</u>	<u>\$ 2,693.21</u>
SEWER	November 13 - 26, 2021				
Tim Schultz	\$ 2,178.75	\$ 186.75	0.00	3.50	\$ 1,508.89
Jim Tjaden	2,461.54	-	0.00	0.00	1,781.80
TOTAL SEWER	<u>\$ 4,640.29</u>	<u>\$ 186.75</u>	<u>0.00</u>	<u>3.50</u>	<u>\$ 3,290.69</u>
WATER	November 13 - 26, 2021				
Daniel Pike	\$ 1,956.00	\$ -	0.00	27.00	\$ 1,403.03
TOTAL WATER	<u>\$ 1,956.00</u>	<u>\$ -</u>	<u>0.00</u>	<u>27.00</u>	<u>\$ 1,403.03</u>
TOTAL - ALL DEPTS.	\$ 67,808.14	\$ 3,137.50	1.50	92.01	\$ 47,638.66

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING		577.61		
BAKER PAPER CO INC	PD SUPPLIES		50.05		
MILES HATCHEL	PD TOBACCO COMPLIANCE CHECKS		50.00		
JOHN DEERE FINANCIAL	PD MINOR EQUIPMENT		64.44		
THE PRAETORIAN GROUP	PD POLICEONE ACADEMY		658.00		

	110 POLICE DEPARTMENT TOTAL		1,400.10		
STREET LIGHTS					
ALLIANT ENERGY-IES	E FIRST STREETLIGHTS		5,347.86		

	230 STREET LIGHTS TOTAL		5,347.86		
AQUATIC CENTER					
DIAMOND PI COMPANY	POOL CONCESSIONS		127.50		

	440 AQUATIC CENTER TOTAL		127.50		
CEMETERY					
ACCENT CONSTRUCTION	CEMETERY GROUNDS SUPPLIES		170.00		

	450 CEMETERY TOTAL		170.00		
SOLDIER'S MEMORIAL BOARD					
LADCO	SLDR MEM BLDG REPAIR/MAINT		481.41		

	498 SOLDIER'S MEMORIAL BOARD TOTAL		481.41		
CLERK/CITY ADMIN					
MOLLI JENN HUNTER	JANITORIAL SERVICES		356.25		

	620 CLERK/CITY ADMIN TOTAL		356.25		
ATTORNEY					
LYNCH DALLAS, P.C.	ATTORNEY FEES		990.00		

	641 ATTORNEY TOTAL		990.00		
CITY HALL/GENERAL BLDGS					
ANDY'S ELECTRIC INC	CH BLDG REPAIR/MAINT		205.00		
FP MAILING SOLUTIONS	CH CONTRACTS		98.85		
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK		389.00		
DORIS PORTER	CH AUDITORIUM RENT REFUND		100.00		
LADCO	CH BLDG REPAIR/MAINT		1,912.81		

	650 CITY HALL/GENERAL BLDGS TOTAL		2,705.66		

	001 GENERAL TOTAL		11,578.78		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MONTICELLO BERNDES CENTER					
PARKS					
BAKER PAPER CO INC	MBC BUILDING SUPPLIES		274.64		
FAREWAY STORES #840-1	MBC CONCESSIONS		36.69		
FRATERNAL ORDER OF EAGLES	MBC DAMAGE DEPOSIT REFUND		200.00		
MOLLI JENN HUNTER	JANITORIAL SERVICES		356.25		
INFRASTRUCTURE TECHNOLOGY	MBC OFFICE SUPPLIES		57.50		
JOHN DEERE FINANCIAL	MBC GROUNDS SUPPLIES		138.93		
LASLEY ELECTRIC LLC	MBC BLDG REPAIR/MAINT		117.99		
M TOWN TIRE & AUTO	MBC EQUIP REPAIR/MAINT		217.00		
NEXT GENERATION PLBG & HTG LLC	MBC BLDG REPAIR/MAINT		615.89		
WELLS FARGO VENDOR FINANCIAL	2020 TOOLCAT PAYMENT		1,048.95		

	430 PARKS TOTAL		3,063.84		

	005 MONTICELLO BERNDES CENTER TOTAL		3,063.84		
POLICE CANINE UNIT					
POLICE DEPARTMENT					
JOHN DEERE FINANCIAL	PD CANINE SUPPLIES		267.35		

	110 POLICE DEPARTMENT TOTAL		267.35		

	009 POLICE CANINE UNIT TOTAL		267.35		
FIRE					
FIRE					
FIRE SERVICE TRAINING BUREAU	FIRE TRAINING - TAYLOR		50.00		
JOHN DEERE FINANCIAL	FIRE SUPPLIES		5.38		
LAPORTE MOTOR SUPPLY	FIRE SUPPLIES		37.88		
SANDRY FIRE SUPPLY	FIRE MINOR EQUIPMENT		319.00		

	150 FIRE TOTAL		412.26		

	015 FIRE TOTAL		412.26		
AMBULANCE					
AMBULANCE					
AIRGAS USA, LLC	AMB MEDICAL SUPPLIES		106.97		
BAKER PAPER CO INC	AMB SUPPLIES		50.05		
FREESE MOTORS INC	AMB VEHICLE OPERATING		1,415.25		
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES		2,296.33		
STERICYCLE, INC.	AMB PHARMACEUTICAL DISPOSAL		79.35		
STRYKER SALES CORPORATION	AMB STAIR PRO		3,558.64		

	160 AMBULANCE TOTAL		7,506.59		

	016 AMBULANCE TOTAL		7,506.59		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
LIBRARY					
LIBRARY					
BAKER & TAYLOR BOOKS	LIB BOOKS	319.71			
CASCADE PUBLIC LIBRARY	LIB BOOKS	14.00			
FAREWAY STORES #840-1	LIB PROGRAMS/PROMOTIONS	52.91			
MOLLI JENN HUNTER	JANITORIAL SERVICES	225.00			
JOHN DEERE FINANCIAL	LIB BUILDING SUPPLIES	15.82			
MICRO MARKETING LLC	LIB BOOKS	60.88			
OVERDRIVE	LIB AUDIO RECORDINGS	65.00			
PENNY SCHMIT	LIB PROGRAMS/PROMOTIONS	20.52			
LADCO	LIB BLDG REPAIR/MAINT	481.40			

	410 LIBRARY TOTAL		1,255.24		

	041 LIBRARY TOTAL		1,255.24		
AIRPORT					
AIRPORT					
JOHN DEERE FINANCIAL	AIRPORT EQUIP REPAIR/MAINT	158.76			
MONTICELLO AVIATION INC	AIRPORT MANAGER	4,047.33			

	280 AIRPORT TOTAL		4,206.09		

	046 AIRPORT TOTAL		4,206.09		
ROAD USE					
STREETS					
ALLIANT ENERGY-IES	22059 HWY 38	324.50			
BEHREND'S CRUSHED STONE	RU STREET MAINTENANCE SUPPLIES	511.60			
BROWN SUPPLY CO INC	RU EQUIP REPAIR/MAINT	1,442.00			
ROBERT P CLAUSSEN	RU EQUIP REPAIR/MAINT	475.00			
RODNEY COOHEY	RU STREET MAINTENANCE SUPPLIES	2,394.00			
HOTSY CLEANING SYSTEMS	RU SUPPLIES	274.62			
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	219.85			
KROMMINGA MOTORS INC	RU EQUIP REPAIR/MAINT	414.20			
LAPORTE MOTOR SUPPLY	RU VEHICLE OPERATING SUPPLIES	121.46			
MONTICELLO MACHINE SHOP INC	RU LIGHT SYSTEMS & STRUCTURES	165.40			
THOMAS W YEOMAN	RU CURB & GUTTER - N CHESTNUT	6,232.00			

	210 STREETS TOTAL		12,574.63		

	110 ROAD USE TOTAL		12,574.63		
TRUST/IOMA MARY BAKER					
LIBRARY					
CENTER POINT PUBLISHING	LIB BAKER BOOKS	47.94			
INFRASTRUCTURE TECHNOLOGY	LIB BAKER TECH SUPPORT FEES	345.00			

	410 LIBRARY TOTAL		392.94		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	503 TRUST/IOMA MARY BAKER TOTAL		392.94		
WATER					
WATER					
ALLIANT ENERGY-IES	16540 190TH ST WATER TOWER		180.49		
HAWKINS WATER TREATMENT	WATER SYSTEM		376.61		
INFRASTRUCTURE TECHNOLOGY	WATER DATA PROCESSING		14.00		
	810 WATER TOTAL		571.10		
	600 WATER TOTAL		571.10		
CUSTOMER DEPOSITS					
WATER					
CITY OF MONTICELLO	COLLINS/SARAH		688.99		
SARAH COLLINS	WATER DEPOSIT REFUND		8.54		
DENNIS LEWIS	WATER DEPOSIT REFUND		37.47		
	810 WATER TOTAL		735.00		
	602 CUSTOMER DEPOSITS TOTAL		735.00		
SEWER					
SEWER					
P ASSOCIATES, INC. B	SEWER SYSTEM		9,211.56		
DORSEY & WHITNEY LLP	SEWER LEGAL FEES		4,000.00		
GIESE SHEET METAL CO. INC.	SEWER SYSTEM		41,900.00		
STATE HYGIENIC LABORATORY	SEWER LAB TESTS		1,842.00		
	815 SEWER TOTAL		56,953.56		
	610 SEWER TOTAL		56,953.56		
SEWER CAPITAL IMPROVEMENT					
SEWER					
SNYDER & ASSOCIATES, INC	SEWER FACILITY EVALUATION		56,500.00		
	815 SEWER TOTAL		56,500.00		
	613 SEWER CAPITAL IMPROVEMENT TOTAL		56,500.00		
SANITATION					
SANITATION					
ALLIANT ENERGY-IES	22411 BUSINESS HWY 151		31.81		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
REPUBLIC SERVICES	RESIDENTIAL GARBAGE	23,433.42			
	840 SANITATION TOTAL	23,465.23			
	670 SANITATION TOTAL	23,465.23			
	Accounts Payable Total	179,482.61			

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

	FUND NAME	AMOUNT
001	GENERAL	11,578.78
005	MONTICELLO BERNDES CENTER	3,063.84
009	POLICE CANINE UNIT	267.35
015	FIRE	412.26
016	AMBULANCE	7,506.59
041	LIBRARY	1,255.24
046	AIRPORT	4,206.09
110	ROAD USE	12,574.63
503	TRUST/IOMA MARY BAKER	392.94
600	WATER	571.10
602	CUSTOMER DEPOSITS	735.00
610	SEWER	56,953.56
613	SEWER CAPITAL IMPROVEMENT	56,500.00
670	SANITATION	23,465.23

	TOTAL FUNDS	179,482.61

City Council Meeting
Prep. Date: 12/01/21
Preparer: Russell Farnum



Agenda Item: # 1
Agenda Date: 12/06/2021

Communication Page

Agenda Items Description: Resolution Approving Plat of Survey for Parcel 2021-64 (Jason Smith)

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

Attachments & Enclosures:

Final Plat
Resolution

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

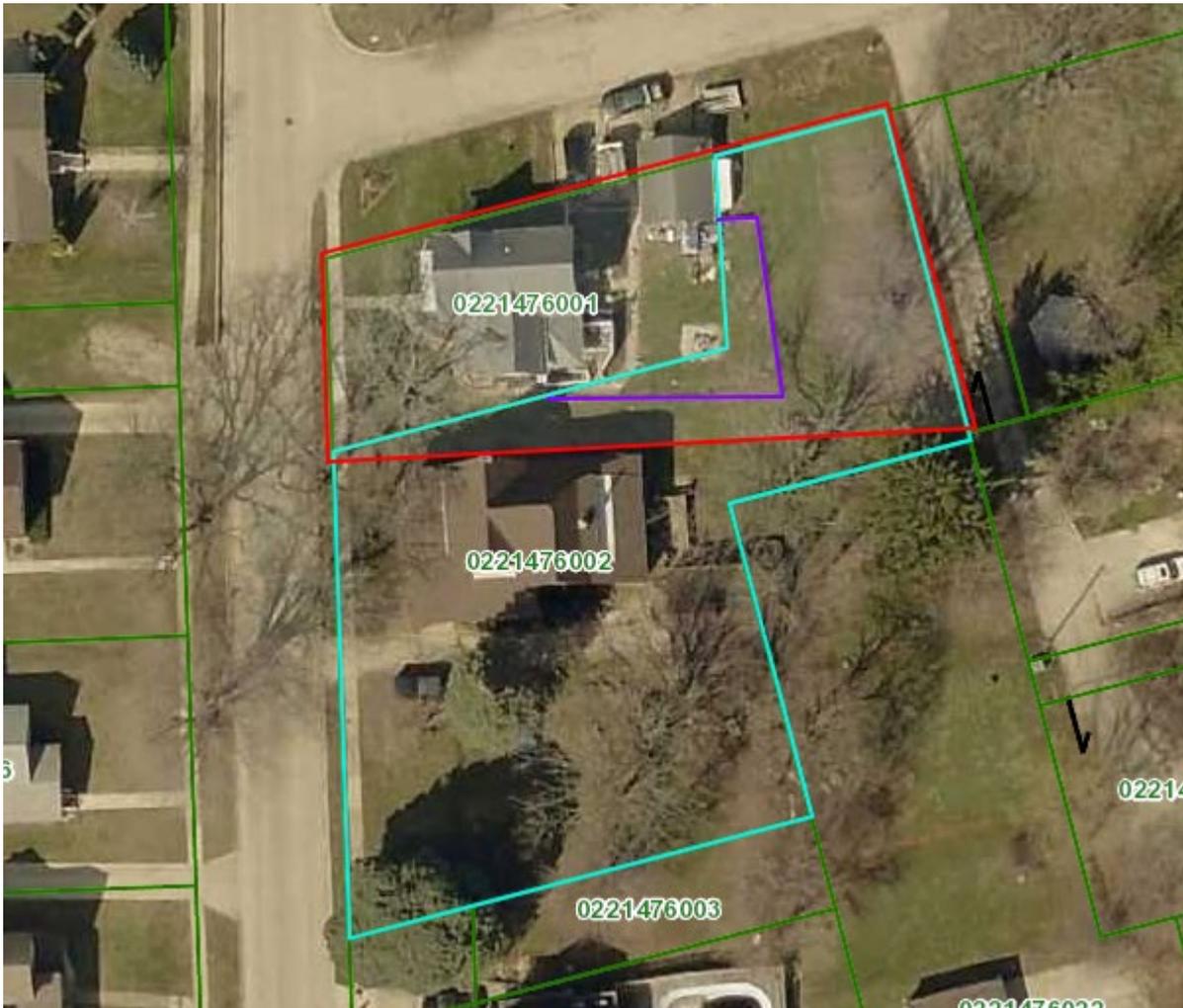
Synopsis: Jason Smith owns the home at the corner of 4th Street and Gill. The property has a very small lot, and the home to the south has a very large lot that wraps around Smith’s home. Smith wishes to buy a portion of land from the owner of the home to the south. The accompanying plat accomplishes that and sort of “squares off” the neighboring lots.

Background Information: Smith owns a tiny lot that is nonconforming in many ways. Inadvertently, the garage was built on public right of way, the fence protrudes onto neighboring land, and the home is almost on the 4th Street right of way. The owners of the home to the south passed away, and when finding that the heirs were selling it, Mr. Smith approached them to buy the land east of his home.



They agreed and the surveyor has submitted a plat which separates that land from the home to the south, and adds it to Smith’s property. The diagram below shows Smith’s lot on an aerial photo.

The aerial photo below shows more detail, with the neighboring lot outlined in turquoise and the Smith's fence shown in purple. If this plat is approved, the Smith's new lot will be as outlined in the red, below. The new lot will meet the setback requirements for the houses, as well as sufficient size, frontage and access requirements for the Smith property.



The property is zoned R-1 Single Family Residential. Because this area was platted prior to 1996, the front yard setback is 25 feet, the rear yard is 25 feet, the side yard is eight feet, and the corner side yard is fifteen feet. This addition to the Smith's property will bring the rear and side yards into compliance. Unfortunately, the setback nonconformities on 4th Street cannot easily be corrected. However, this plat will allow substantial room for relocation of the garage in the future, if it ever needs to be rebuilt.

This also still maintains a compliant side yard setback for the home to the south. It's also important to note this proposal does not create a new lot, it transfers a portion of property from one owner to a neighboring property. There are no concerns that this action will create a nonconforming lot in the future.

Staff Recommendation:

The Planning and Zoning Board reviewed this request at their regular meeting of November 23, and recommended approval by a unanimous vote. While not correcting all of the nonconformities on this property, this subdivision makes a dramatic improvement. Approval of the plat is recommended.

The City of Monticello, Iowa

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

RESOLUTION #

Approving Plat of Survey to Parcel 2021-64

WHEREAS, The Plat of Survey to Parcel 2021-64 has been presented to the City Council for approval, same being located within the City Limits of the City of Monticello, and

WHEREAS, The Plat of Survey was created to parcel off property titled in Kevin McDermott and located at the southeast corner of Gill and 4th Street, same to be transferred to a neighboring property owner Jason Smith, and

WHEREAS, The City Planning and Zoning Board has reviewed the Plat of Survey and recommends that it be approved, and

WHEREAS, The City Council finds that the Plat of Survey to Parcel 2021-64 should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Plat of Survey to Parcel 2021-64.

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 6th day of December, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

RECORDER'S INDEX

LOCATION: PART OF VACATED LOCUST STREET, PART OF LOT 262, AND PART OF LOT 267 1/2, ALSO KNOWN AS VACATED WALNUT STREET OF RAILROAD ADDITION TO CITY OF MONTICELLO, JONES COUNTY, IOWA

REQUESTOR: JASON SMITH

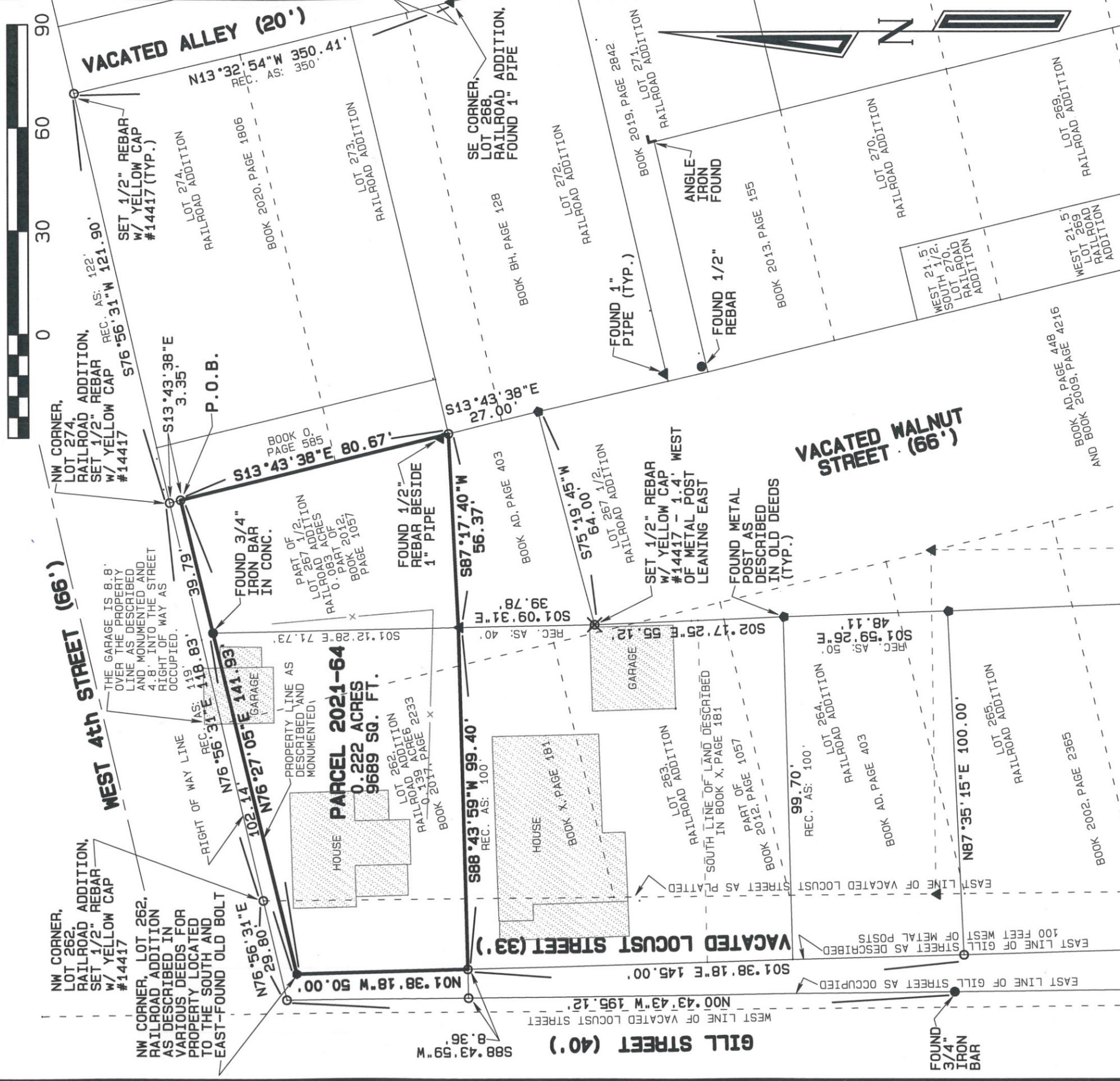
PROPRIETOR: JASON L. SMITH AND JESSIE L. SMITH AND KEVIN T. MCDERMOTT

SURVEYOR: DAVID P. SCHNEIDER
SURVEYOR COMPANY: SCHNEIDER LAND SURVEYING AND PLANNING, INC.

RETURN TO: DAVID P. SCHNEIDER
 P.O. BOX 128 FARLEY, IOWA
 Ph#563-744-3631 daves@yousq.net

PLAT OF SURVEY

PART OF LOT 262, PART OF VACATED LOCUST STREET AND PART OF LOT 267 1/2 (ALSO KNOWN AS PART OF VACATED WALNUT STREET), ALL IN RAILROAD ADDITION TO THE CITY OF MONTICELLO, JONES COUNTY, IOWA
 GRAPHIC SCALE 1"=30'



TOTAL AREA
 0.222 ACRES
 9689 SQ. FT.

SURVEY DESCRIPTION:
 SEE SHEET 2



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

David P. Schneider
 Date: 11/12/2021
 David P. Schneider P.L.S. P14417
 My license renewal date is December 31, 2021.

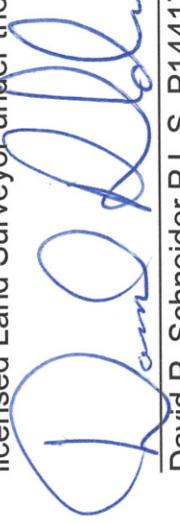
SCHNEIDER
 Land Surveying & Planning, Inc.
 P.O. Box 128
 Farley, Iowa 52046
 Ph# 563-744-3631
 daves@yousq.net
 Project: 2628
 Survey Date: 10/5/2021
 Sheet: 1 of 2

Pages or sheets covered by this seal: THIS SHEET ONLY

Survey Description – Parcel 2021-64:

Part of Lot 262, part of vacated Locust Street and part of Lot 267½ (also known as part of vacated Walnut Street, all in Railroad Addition to the City of Monticello, Jones County, Iowa, previously described in a Warranty Deed-Joint Tenancy filed August 21, 2017, as Document No. 2017 2233 and part of the land described in a Quit Claim Deed filed April 3, 2012 in Document No. 2012 0870 and refiled April 20, 2012 in Document No. 2012 1057, all in the office of the Recorder of Jones County, Iowa and more particularly described as follows: Commencing at the northwest corner of Lot 274 of Railroad Addition to the City of Monticello, Jones County, Iowa; thence S13°43'38"E, 3.35 feet along the west line of said Lot 274 to the point of beginning; thence continuing S13°43'38"E, 80.67 feet along the west line of said Lot 274 and Lot 273 in Railroad Addition to the City of Monticello, Jones County, Iowa; thence S87°17'40"W, 56.37 feet to a found iron pipe at a point described as 100 feet east of the east line of Gill Street and 50 feet south of the northwest corner of Lot 262 in Railroad Addition to the City of Monticello, Jones County, Iowa; thence S88°43'59"W, 99.40 feet to the east line of Gill Street; thence N01°38'18"W, 50.00 feet to an old bolt found at a point described as the northwest corner of Lot 262 in Railroad Addition to the City of Monticello, Jones County, Iowa on the east line of Gill Street and the south line of Fourth Street; thence N76°27'05"E, 141.93 feet along a line described as the south line of Fourth Street to the point of beginning, containing 0.222 acres.

I hereby certify that this land survey document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

 11/12/2021

David P. Schneider P.L.S. P14417 Date:

My license renewal date is December 31, 2021.

Pages or sheets covered by this seal: Surveyor's Certificate Only



Schneider Land Surveying & Planning, Inc.

P.O. Box 128 Farley, Iowa 52046

Phone: 563-744-3631

Email: daves@yousq.net

Job No. 2628

Date: 10/5/2021

City Council Meeting
Prep. Date: 12/01/21
Preparer: Russell Farnum



Agenda Item: # 2
Agenda Date: 12/06/2021

Communication Page

Agenda Items Description: Resolution approving Plat of Survey of Parcels 2021-70 and 2021-71 (Yeoman)

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

Attachments & Enclosures:

Final Plat
Resolution

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Tom and Diane Yeoman wish to subdivide a parcel of land into three lots, to sell the southwestern acre and a half to Brian Crowley for future expansion of the Crowley’s repair business. The other new lot will be 4.79 acres fronting on Hardscrabble Road, and the remainder of the existing parcel that is already improved with the Yeoman and Company manufacturing facility.

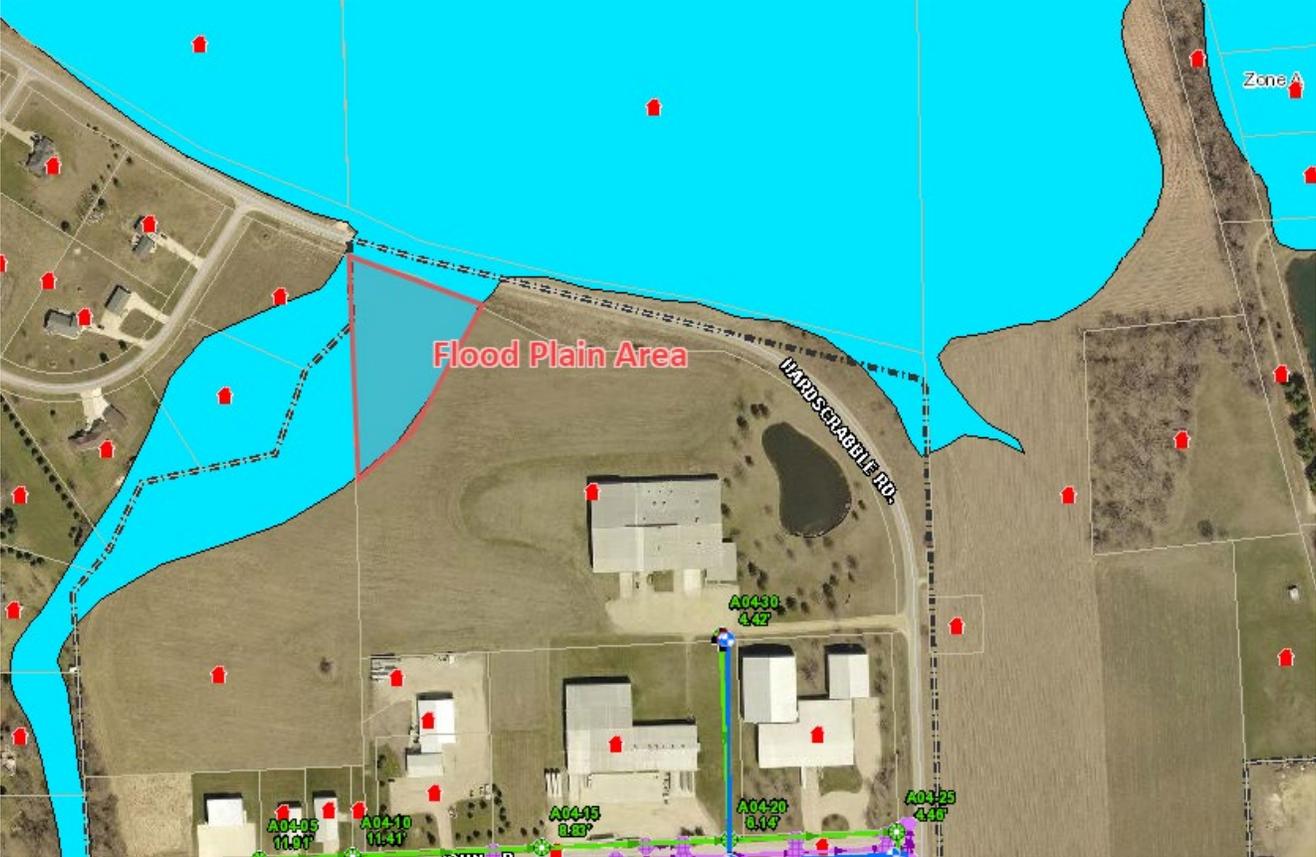
Background Information: The subject property is zoned M-1 Manufacturing and Industrial, currently consists of 18.78 acres, and houses the Yeoman and Company manufacturing facility. The property includes a large open area to the west of the existing facility, this is the portion of land proposed to be subdivided into two additional lots, yielding 3 lots in total.



The proposed plat is compliant with the zoning and subdivision ordinances, except the property proposed to be sold to Crowley does not have street frontage. This is acceptable because if the property is sold to Crowley, the additional Crowley property has frontage on John Drive and access through his own property. If that lot is to be sold separately, at some point Yeoman will have to provide an access easement either through Yeoman and Company property, or the lot to the north. This should be noted on the plat for the record.

No new utilities or roadways are necessary to service this subdivision, and none are planned.

There is a portion of the northwest corner of Parcel 2021-70 that is included in the mapped flood plain area. This should be noted on the final plat.



Staff Recommendation: This proposal complies with the zoning and subdivision code, except for two items, one is the street frontage for Parcel 2021-71, and the other is for the flood plain on Parcel 2021-70. Appropriate plat notes shall be added to address these two issues.

The Planning and Zoning Board reviewed the plat at their November 23 meeting, and recommended approval by a 5-0 vote. Approval is recommended subject to those notes being added to the plat.

The City of Monticello, Iowa

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

RESOLUTION #

Approving Plat of Survey to Parcels 2021-70 and 2021-71

WHEREAS, The Plat of Survey to Parcels 2021-70 and 2021-71 has been presented to the City Council for approval, same being located within the City Limits of the City of Monticello, and

WHEREAS, The Plat of Survey was created to parcel off property titled in Thomas W. Yeoman & Diane Schafer and located at 16525 Hardscrabble Road, same to be transferred to a neighboring property owner Brian Crowley, and a second parcel for future development along Hardscrabble Road, and

WHEREAS, The City Planning and Zoning Board has reviewed the Plat of Survey and recommends that it be approved, subject to several notes being added to the plat, and

WHEREAS, The City Council finds that the Plat of Survey to Parcels 2021-70 and 2021-71 should be approved, subject to the plat notes being added as recommended by the Planning and Zoning Board.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Plat of Survey to Parcels 2021-70 and 2021-71, subject to the following condition:

1. That plat note be added that private access easement shall be granted to the benefit of Parcel 2021-71, if said parcel is ever sold separately from Parcel 2006-47; and
2. That a plat note be added showing the flood plain limits on Parcel 2021-70.

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 6th day of December, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

INDEX LEGEND

LOCATION: SECTION 16, T86N, R3W, E1/2 SW 1/4
 PROPRIETORS: THOMAS W. YEOMAN & DIANE R. SCHAFER-YEOMAN
 REQUESTOR: TOM YEOMAN
 SURVEYOR: BILL BURGER
 SURVEYOR COMPANY: WM. BURGER LANDSURVEYOR
 RETURN TO: BILL BURGER, 510 3RD STREET WEST COURT, WORTHINGTON, IA 52078 | (563) 855-2028

PREPARED BY BILL BURGER

510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078

(563) 855 2028

PLAT OF SURVEY

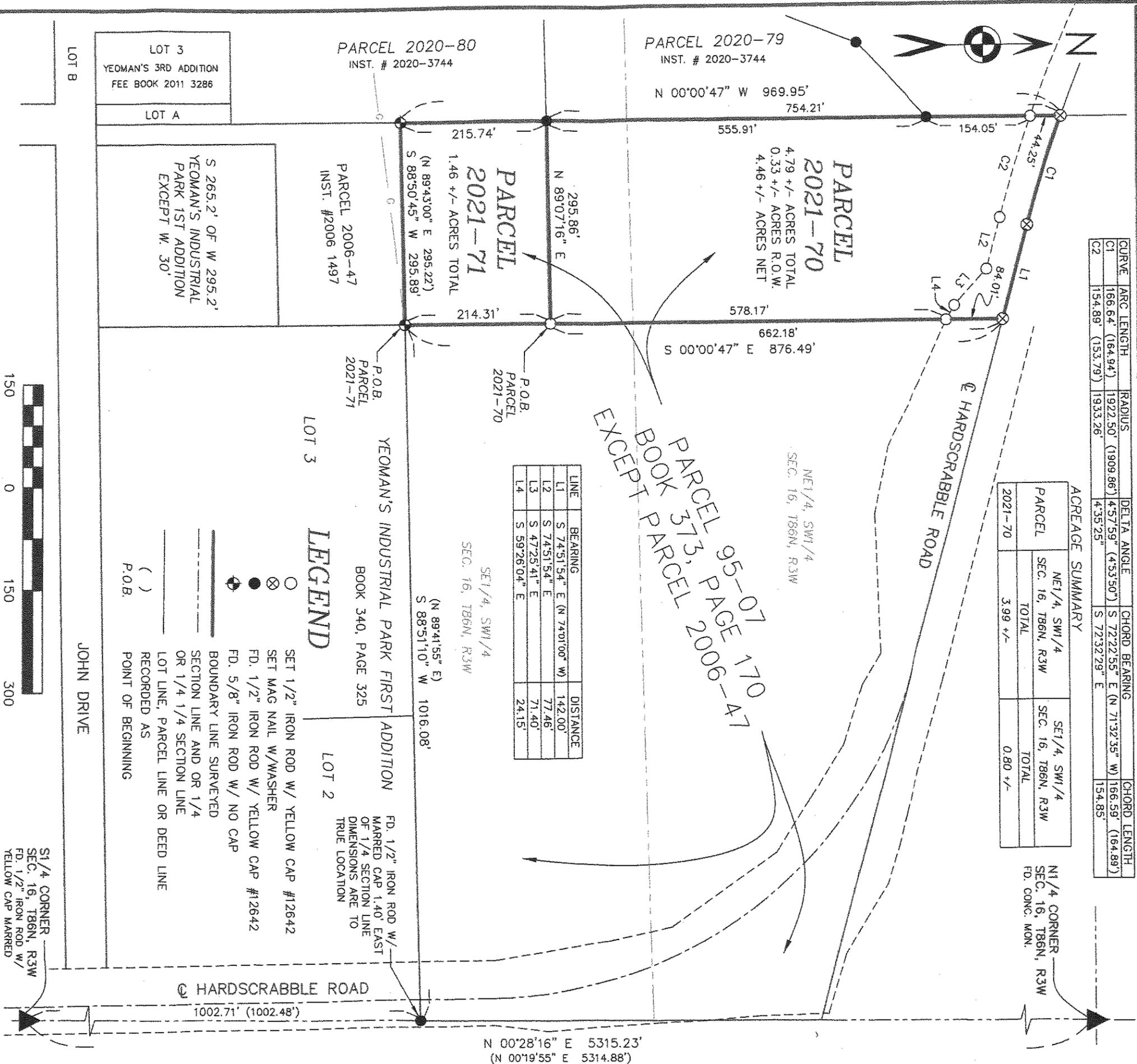
PARCEL 2021-70 PART OF PARCEL 95-07 IN THE E1/2 OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF MONTICELLO, JONES

PARCEL 2021-71 PART OF PARCEL 95-07 IN THE E1/2 OF THE SOUTHWEST QUARTER (SW1/4) SECTION SIXTEEN (16), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	166.64' (164.94')	1922.50' (1909.86')	4°57'59" (4°53'50")	S 72°22'55" E (N 71°32'35" W)	166.59' (164.89')
C2	154.89' (153.79')	1933.26'	4°35'25"	S 72°32'29" E	154.85'

ACREAGE SUMMARY			
PARCEL	NE1/4, SW1/4	SE1/4, SW1/4	
	SEC. 16, T86N, R3W	SEC. 16, T86N, R3W	
TOTAL	3.99 +/-	0.80 +/-	

N1/4 CORNER - SEC. 16, T86N, R3W
 FD. CONC. MON.



LINE	BEARING	DISTANCE
L1	S 74°51'54" E (N 74°01'00" W)	142.00'
L2	S 74°51'54" E	77.46'
L3	S 47°25'41" E	71.40'
L4	S 59°26'04" E	24.15'

LEGEND

- SET 1/2" IRON ROD W/ YELLOW CAP #12642
- ⊗ SET MAG NAIL W/WASHER
- FD. 1/2" IRON ROD W/ YELLOW CAP #12642
- ⦿ FD. 5/8" IRON ROD W/ NO CAP
- BOUNDARY LINE SURVEYED
- SECTION LINE AND OR 1/4 OR 1/4 1/4 SECTION LINE
- LOT LINE, PARCEL LINE OR DEED LINE
- () POINT OF BEGINNING



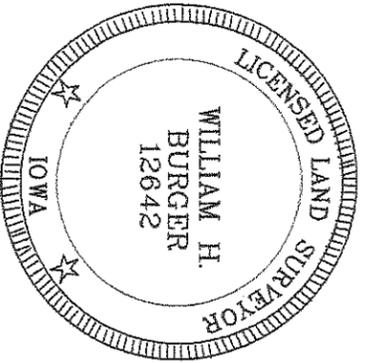
DATE OF SURVEY: 11/2/2021

SCALE: 1" = 150'

SHEET 1 OF 4

PROPRIETORS: SEE INDEX LEGEND ABOVE

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022



NO. OF SHEETS COVERED BY THIS SEAL: 1

WILLIAM H. BURGER

#12642

DATE

Wm. Burger
 Landsurveyor
 510 3rd Street West Court
 Worthington, Iowa 52078

City Council Meeting
 Prep. Date: 12/01/21
 Preparer: Russell Farnum



Agenda Item: # 3
 Agenda Date: 12/06/2021

Communication Page

Agenda Items Description: Resolution approving Plat of Survey to Parcel 2021-69 (Outback Farms LLC)

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

Attachments & Enclosures:

Final Plat
Resolution

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Outback Farms LLC has proposed to subdivide off the farmstead from the rest of the cropland on Hardscrabble Road. The attached plat provides for that.

Background Information:

The subject property is an unincorporated farm improved with a small farmstead, located northwest of Monticello on Hardscrabble Road. The property is surrounded by crop ground, the Maquoketa River and Outback Campground are located to the north. The land is pictured on the next page.

By Iowa Code, Chapter 354.9, any subdivision plats within 2 miles of a municipality must be submitted to the municipality for review and approval. This property is about 1.4 miles north (“as the crow flies”) of the City’s current municipal boundary.

The proposed lot is about 3.5 acres in size. This land is outside any future growth anticipated by the City and there are no future land use plans that would apply to this property. The City may never grow out this far, and if it did, the land uses would likely be residential in nature.

Staff Recommendation:

This subdivision is being handled correctly and will have no negative impact upon the long-range growth and development of Monticello. The Planning and Zoning Board reviewed this request at their regular meeting of November 23, and unanimously recommended approval. Approval is recommended.



Outback Farms LLC Parcel 2021-69 Locator Map (above) and Detail Photo (below)



The City of Monticello, Iowa

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

RESOLUTION #

Approving Plat of Survey to Parcel 2021-69

WHEREAS, The Plat of Survey to Parcel 2021-69 for property at 17652 Hardscrabble Road has been presented to the City Council for approval, same being located within the two-mile jurisdiction of the City limits of the City of Monticello, and

WHEREAS, The Plat was created to subdivide off the farmstead on this site from surrounding agricultural property, and

WHEREAS, The City Planning and Zoning Board has reviewed the Plat of Survey and recommends that it be approved, and

WHEREAS, The City Council finds that the Plat of Survey for property at 17652 Hardscrabble Road should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Plat of Survey to Parcel 2021-69.

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 6th day of December, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

INDEX LEGEND

LOCATION: SE1/4, SW1/4 SEC. 8, T86N, R3W
 REQUESTOR: MIKE McDONOUGH
 PROPRIETOR: OUTBACK FARMS LLC
 SURVEYOR: BILL BURGER
 SURVEYOR COMPANY: WM. BURGER LANDSURVEYOR
 BILL BURGER, 510 3RD STREET WEST COURT,
 WORTHINGTON, IA 52078 | (563) 855-2028

PREPARED BY BILL BURGER

510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078

(563) 855 2028

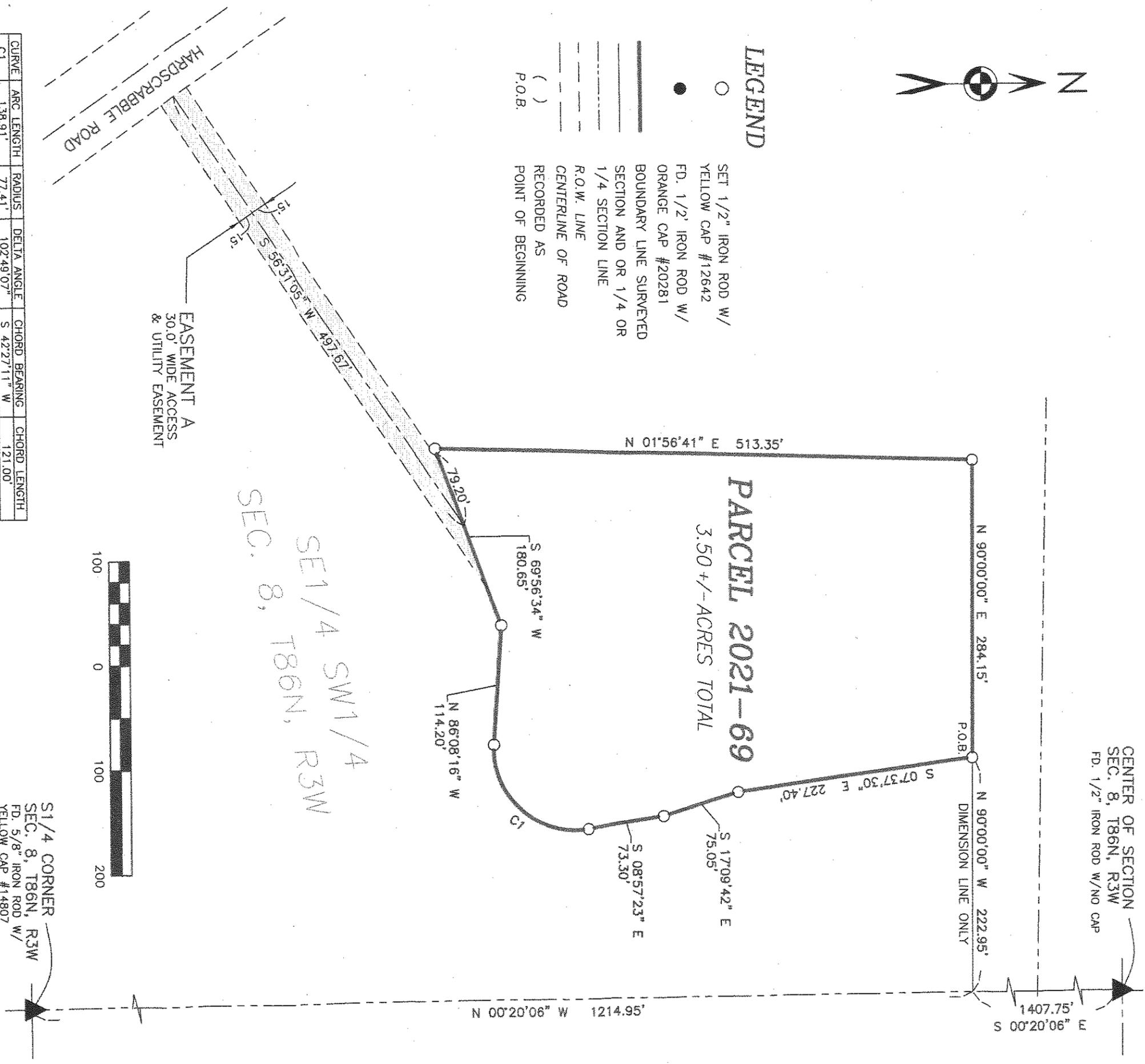
PLAT OF SURVEY

PARCEL 2021-69 PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION EIGHT (8), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN JONES COUNTY, IOWA



LEGEND

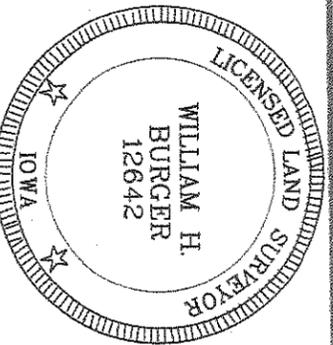
- SET 1/2" IRON ROD W/ YELLOW CAP #12642
- FD. 1/2" IRON ROD W/ ORANGE CAP #20281
- BOUNDARY LINE SURVEYED SECTION AND OR 1/4 OR 1/4 SECTION LINE
- R.O.W. LINE
- CENTERLINE OF ROAD
- () RECORDED AS
- P.O.B. POINT OF BEGINNING



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	138.91'	77.41'	102°49'07"	S 42°27'11" W	121.00'



S1/4 CORNER
 SEC. 8, T86N, R3W
 FD. 5/8" IRON ROD W/
 YELLOW CAP #14807



DATE OF SURVEY: 9/15/2021
 PROPRIETORS: SEE INDEX LEGEND

SCALE: 1" = 100' SHEET 1 OF 3

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

WILLIAM H. BURGER

#12642

DATE

11/4/21

Wm. Burger
 Landsurveyor
 510 3rd Street West Court
 Worthington, Iowa 52078

City Council Meeting
Prep. Date: 12/01/21
Preparer: Russell Farnum



Agenda Item: # 4
Agenda Date: 12/6/2021

Communication Page

Agenda Items Description: Resolution approving Final Plat of Brad Stephen’s Second Addition (Roger Stephen)

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

Attachments & Enclosures:

Preliminary and Final Plats
Resolution

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Roger Stephen has submitted a plat for subdivision of a single unincorporated parcel, as well as a private drive, on the Stephens farm property.

Background Information: The property is southeast of Monticello Implement and south of the Monticello Nursing and Rehab Center, along a private road named “Bradley Drive”. A decade or so ago, a cabin/garage was constructed near the creek, east of the large pond, on a handshake deal with a third party. For a variety of reasons, the lot was never subdivided.

The overall farm property extends along the east side of South Main Street to nearly Highway 151, from Stephens Motors south to just past Culligan and Goodyear. There is a major trunk sewer line that follows Kitty Creek on the east side of the farm, and water is along South Main Street. The land is primarily used for cropland, although there are multiple commercial buildings and a small campground clustered near the south end. The property is also used for sand mining, due a large vein that is present, running north/south through the center of property. This is being dredged and stockpiled, creating a large lake on the property.

Mr. Stephen has been working on a plan for the overall future development of his property. The property/farm is currently unincorporated but is adjacent to the City Limits and can be readily annexed when ready to develop. Mr. Stephen has spoken with staff about annexation and the possibility of annexing portions of the larger farm as it is developed. That seems like a rational approach, and Staff will be working with Mr. Stephen on a pre-annexation and development agreement as that potential development moves to fruition.

Because Mr. Stephens’ proposed project concept wraps around the central lake, it is unlikely that much development will occur until that sand vein is tapped out, and the lake created in its final form.

In the meantime, Mr. Stephen needs to get the ownership of the cabin/garage settled. While the proposed subdivision does not meet the City standards for public improvements and access, the plat

does provide for a private roadway easement to service the proposed new lot. A future plan to subdivide and develop the property will create streets that meet City requirements.

The lot has sufficient dimension and size to meet City zoning requirements, although the cabin/garage structure does not meet the City's setback requirements. If ever annexed, the structure would be nonconforming. The garage is also actually constructed over the City's sewer main. While not problematic today, at some time in the future, major maintenance on that sewer line may threaten the stability of the soils under the garage.

Staff Recommendation: This plat addresses a single-lot situation that exists today, which should have been resolved a decade ago. It meets County requirements for a plat outside the City, and has very little impact on the long-term growth or development of Monticello.

The Planning and Zoning Board reviewed this request at their regular meeting of November 23. They recommended approval (by a 5-0 vote) with the understanding that Mr. Stephens cannot subdivide any more parcels from this property until working with the City on an annexation, preliminary plat, and development agreement for any additional development of the property. That requirement is in the accompanying Resolution that approves this plat.

The City of Monticello, Iowa

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

RESOLUTION #

Resolution Approving Final Plat of Brad Stephen's Second Addition

WHEREAS, The Preliminary Plat and Final Plat of Brad Stephen's Second Addition has been presented to the City Council for approval, same being located within the two-mile jurisdiction of the City limits of the City of Monticello, and

WHEREAS, The City Planning and Zoning Board has reviewed the Final Plat and recommends that it be approved, subject to conditions, and

WHEREAS, The City Council has reviewed the Final Plat and finds that it should be approved, subject to the conditions outlined below.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Final Plat of Brad Stephen's Second Addition; subject to the following condition:

1. No more parcels shall be subdivided from this property until the City approves an annexation, preliminary plat, and development agreement for any additional development of the property.

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 6th day of December, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

PLAT APPROVED BY:
 JONES COUNTY BOARD OF SUPERVISORS:
 CHAIRPERSON _____ DATE _____

PRELIMINARY PLAT

BRAD STEPHEN'S SECOND ADDITION

JONES COUNTY, IOWA

PLAT PREPARED BY:
 MMS CONSULTANTS INC.
 1917 S. GILBERT STREET
 IOWA CITY, IA 52240

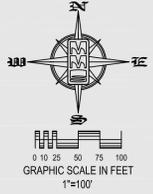
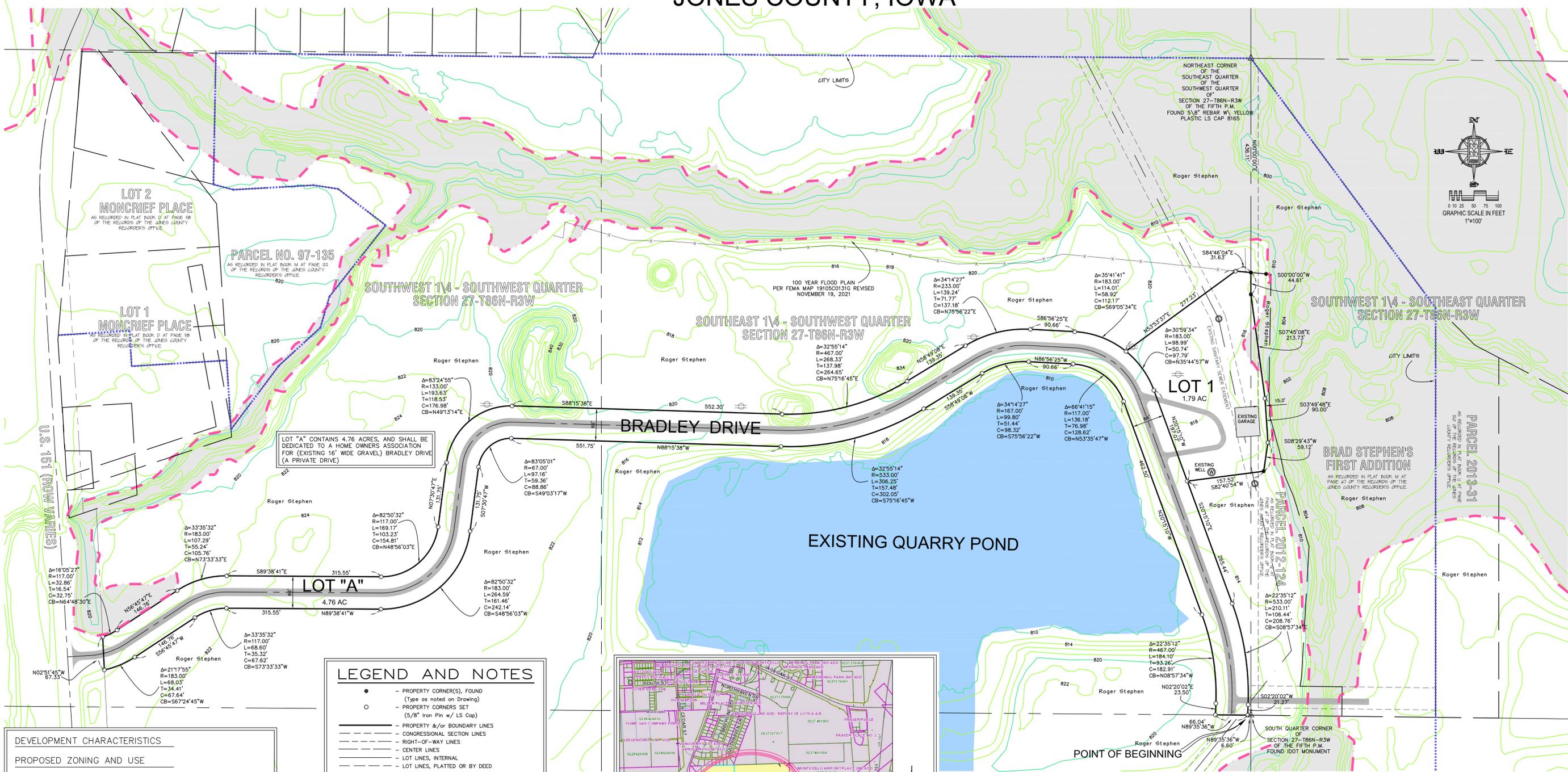
OWNER/SUBDIVIDER:
 ROGER W STEPHEN
 1011 SOUTH MAIN STREET
 MONTICELLO, IOWA 52310

6.55 AC



CIVIL ENGINEERS
 LAND PLANNERS
 LAND SURVEYORS
 LANDSCAPE ARCHITECTS
 ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
 IOWA CITY, IOWA 52240
 (319) 351-8282
 www.mmsconsultants.net



DEVELOPMENT CHARACTERISTICS

PROPOSED ZONING AND USE

CURRENT ZONING = R

PRINCIPAL STRUCTURE
 WIDTH = 150
 AREA = 1 ACRE MIN.
 FRONT YARD SETBACK = 30'
 REAR YARD SETBACK = 30'
 SIDE YARD SETBACK = 10'

ACCESSORY BUILDING (PRIVATE GARAGE)
 LOT AREA = NA
 REAR YARD SETBACK = 15'
 SIDE YARD SETBACK = 10'

WATER SYSTEM

LOT 1 HAS AN EXISTING WELL LOCATION SHOWN

SANITARY SEWER

LOT 1 IS CONNECTED TO CITY SEWER

PUBLIC IMPROVEMENTS

THERE ARE NO PUBLIC IMPROVEMENTS OR DISTURBED AREAS FOR THIS SUBDIVISION.

LEGEND AND NOTES	
●	PROPERTY CORNER(S), FOUND (Type as noted on Drawing)
○	PROPERTY CORNERS SET (5/8" Iron Pin w/ LS Cap)
---	PROPERTY &/or BOUNDARY LINES
---	CONGRESSIONAL SECTION LINES
---	RIGHT-OF-WAY LINES
---	CENTER LINES
---	LOT LINES, INTERNAL
---	LOT LINES, PLATTED OR BY DEED
---	EASEMENT LINES, WIDTH & PURPOSE NOTED
(R)	RECORDED DIMENSIONS
(M)	MEASURED DIMENSIONS
⊙	UTILITY POLE
⊙	UTILITY POLE W/ LIGHT
⊙	FIRE HYDRANT, EXISTING
⊙	SANITARY SEWER LINE W/ MANHOLE
⊙	STORM SEWER LINE W/ MANHOLE
⊙	WATER SHUT OFF VALVE
⊙	EXISTING SIGN
⊙	BENCHMARK LOCATION
⊙	EXISTING TELEPHONE CAN
⊙	SANITARY SEWER CLEANOUT
⊙	EXISTING CHAIN LINK FENCE
⊙	WATER LINES
⊙	ELECTRICAL LINES
⊙	TELEPHONE LINES
⊙	GAS LINES
⊙	OVERHEAD
⊙	UNDERGROUND
⊙	EXISTING TREE
⊙	EXISTING PINE TREE

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS
 ERROR OF CLOSURE IS LESS THAN 1 FOOT IN 20,000 FEET
 CONTOUR INTERVAL = 2 FOOT



DESCRIPTION - BRAD STEPHEN'S SECOND ADDITION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL OF SECTION 27, TOWNSHIP 86 NORTH, RANGE 3 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, JONES COUNTY IOWA, DESCRIBED AS FOLLOWS:

Commencing at the South Quarter Corner of Section 27, Township 86 North, Range 3 West, of the Fifth Principal Meridian, Jones County, Iowa; Thence N89°35'36"W, along the South Line of the Southeast Quarter of the Southwest Quarter of said Section 27, a distance of 6.60 feet, to the POINT OF BEGINNING; Thence continuing N89°35'36"W, along said South Line, 66.04 feet; Thence N02°20'02"E, 23.50 feet; Thence Northwesterly, 184.10 feet, along a 467.00 foot radius curve, concave Southwesterly, whose 182.91 foot chord bears N08°57'34"W; Thence N20°15'10"W, 462.50 feet; Thence Northwesterly, 136.18 feet, along a 117.00 foot radius curve, concave Southwesterly, whose 128.62 foot chord bears N53°35'47"W; Thence N86°56'25"W, 90.66 feet; Thence Southwesterly, 99.80 feet, along a 167.00 foot radius curve, concave Southeasterly, whose 98.32 foot chord bears S75°56'22"W; Thence S58°49'08"W, 139.35 feet; Thence Southwesterly, 306.25 feet, along a 533.00 foot radius curve, concave Northwesterly, whose 302.05 foot chord bears S75°16'45"W; Thence N88°15'38"W, 551.75 feet; Thence Southwesterly, 97.16 feet, along a 67.00 foot radius curve, concave Southeasterly, whose 88.86 foot chord bears S49°03'17"W; Thence S07°30'47"W, 131.75 feet; Thence Southwesterly, 264.59 feet, along a 183.00 foot radius curve, concave Northwesterly, whose 242.14 foot chord bears S48°56'03"W; Thence N89°38'41"W, 315.55 feet; Thence Southwesterly, 68.60 feet, along a 117.00 foot radius curve, concave Southeasterly, whose 67.62 foot chord bears S73°33'33"W; Thence S56°45'47"W, 146.76 feet; Thence Southwesterly, 68.03 feet, along a 183.00 foot radius curve, concave Northwesterly, whose 67.64 foot chord bears S67°24'45"W, to a Point on the Easterly Right-of-Way Line of U.S. 151; Thence N02°51'45"W, along said Easterly Right-of-Way Line, 67.33 feet; Thence Northeasterly, 32.86 feet, along a 117.00 foot radius curve, concave Northwesterly, whose 32.75 foot chord bears N64°48'30"E; Thence N56°45'47"E, 146.76 feet; Thence Northeasterly, 107.29 feet, along a 183.00 foot radius curve, concave Southeasterly, whose 105.76 foot chord bears N73°33'33"E; Thence S89°38'41"E, 315.55 feet; Thence Northeasterly, 169.17 feet, along a 117.00 foot radius curve, concave Southwesterly, whose 154.81 foot chord bears N48°56'03"E; Thence N07°30'47"E, 131.75 feet; Thence Northeasterly, 193.63 feet, along a 133.00 foot radius curve, concave Southwesterly, whose 176.98 foot chord bears N49°13'14"E; Thence S88°15'38"E, 552.30 feet; Thence Northeasterly, 268.33 feet, along a 467.00 foot radius curve, concave Northwesterly, whose 264.65 foot chord bears N75°56'22"E; Thence S86°56'25"E, 90.66 feet; Thence Southeasterly, 114.01 feet, along a 233.00 foot radius curve, concave Southwesterly, whose 137.18 foot chord bears S69°05'34"E; Thence N53°53'37"E, 277.23 feet; Thence S84°46'04"E, 31.63 feet, to a Point on the East Line of the Southeast Quarter of the Southwest Quarter of said Section 27; Thence S00°00'00"W, along said East Line, 44.61 feet; Thence S07°45'08"E, 213.73 feet; Thence S03°49'48"E, 90.00 feet; Thence S08°29'43"W, 59.12 feet; Thence S82°40'54"W, 157.52 feet; Thence S20°15'10"E, 265.44 feet; Thence Southeasterly, 210.11 feet, along a 533.00 foot radius curve, concave Southwesterly, whose 208.76 foot chord S08°57'34"E; Thence S02°20'02"W, 21.27 feet, to the Point of Beginning. Said Tract of Land contains 6.55 Acres, and is subject to easements and restrictions of record.

Date	Revision
09-28-2021	PER GDM REVIEW - RLW

PRELIMINARY PLAT

BRAD STEPHEN'S SECOND ADDITION

JONES COUNTY IOWA

MMS CONSULTANTS, INC.
 Date: 09-28-2021
 Designed by: RS Field Book No:
 Drawn by: RLW Scale: 1"=100'
 Checked by: GDM Sheet No:
 Project No: IOWA CITY 1
 7502-002 of 1

LEGEND AND NOTES

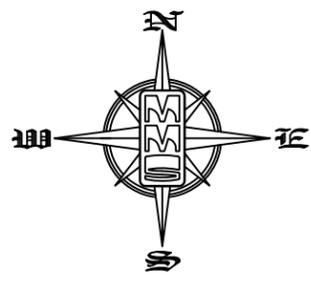
- CONGRESSIONAL CORNER, FOUND
- CONGRESSIONAL CORNER, REESTABLISHED
- CONGRESSIONAL CORNER, RECORDED LOCATION
- PROPERTY CORNER(S), FOUND (as noted)
-
- CUT "X"
- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- RIGHT-OF-WAY LINES
- CENTER LINES
- LOT LINES, INTERNAL
- LOT LINES, PLATTED OR BY DEED
- EASEMENT LINES, WIDTH & PURPOSE NOTED
- EXISTING EASEMENT LINES, PURPOSE NOTED
- RECORDED DIMENSIONS
- MEASURED DIMENSIONS
- CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	21°17'55"	183.00'	68.03'	34.41'	67.64'	N67°24'45"E
C2	33°35'32"	117.00'	68.60'	35.32'	67.62'	N73°33'33"E
C3	82°50'32"	183.00'	264.59'	161.46'	242.14'	N48°56'03"E
C4	83°05'01"	67.00'	97.16'	59.36'	88.86'	N49°03'17"E
C5	32°55'14"	533.00'	306.25'	157.48'	302.05'	N75°16'45"E
C6	34°14'27"	167.00'	99.80'	51.44'	98.32'	N75°56'22"E
C7	66°41'15"	117.00'	136.18'	76.98'	128.62'	S53°35'47"E
C8	20°15'10"	291.51'	103.04'	52.07'	102.51'	S10°07'35"E
C9	20°15'10"	357.51'	126.37'	63.85'	125.72'	N10°07'35"W
C10	30°59'34"	183.00'	98.99'	50.74'	97.79'	N35°44'57"W
C11	35°41'41"	183.00'	114.01'	58.92'	112.17'	N69°05'34"W
C12	34°14'27"	233.00'	139.24'	71.77'	137.18'	S75°56'22"W
C13	32°55'14"	467.00'	268.33'	137.98'	264.65'	S75°16'45"W

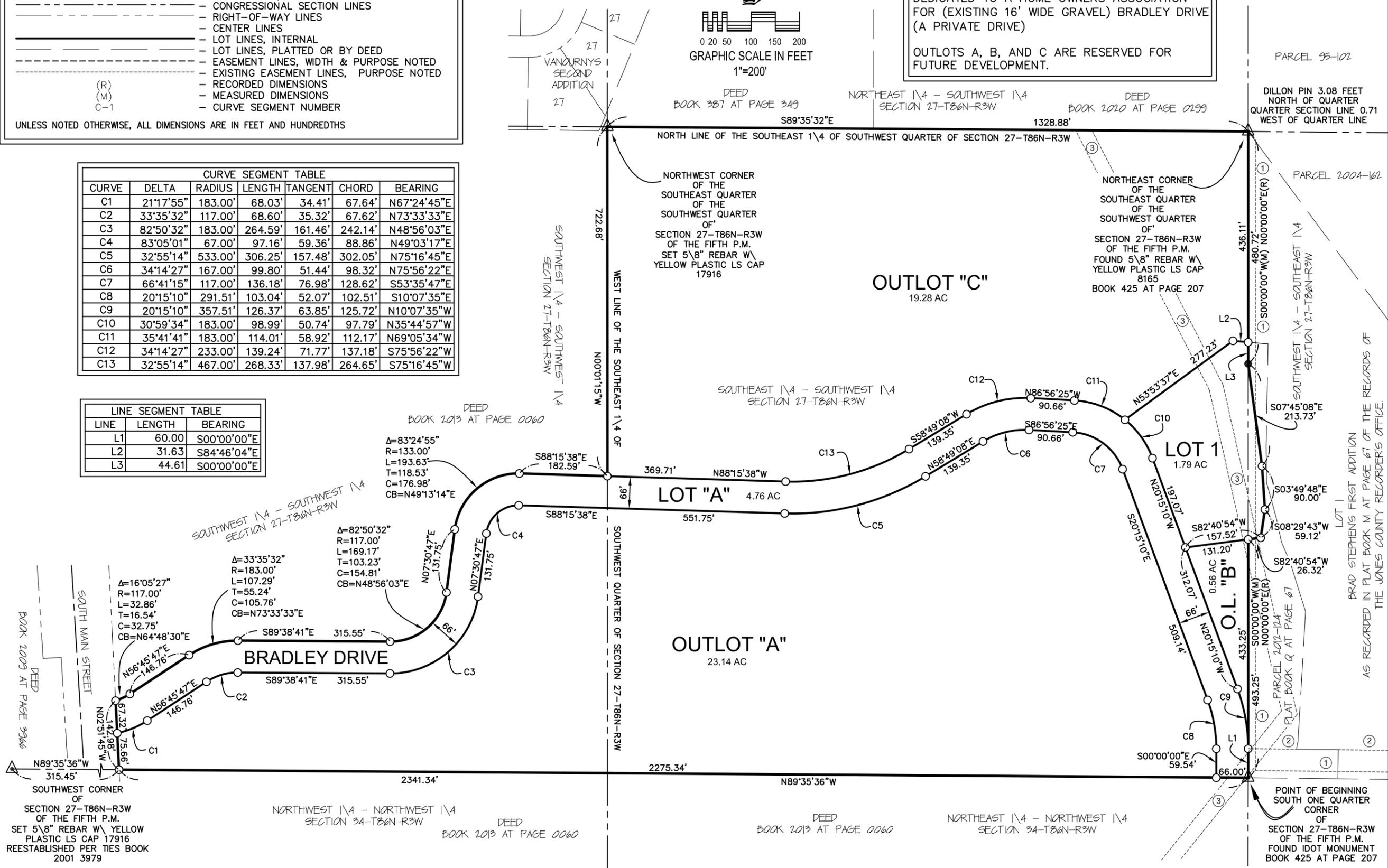
LINE	LENGTH	BEARING
L1	60.00	S00°00'00"E
L2	31.63	S84°46'04"E
L3	44.61	S00°00'00"E

FINAL PLAT BRAD STEPHEN'S SECOND ADDITION (SHEET 2 OF 2) JONES COUNTY, IOWA



LOT "A" CONTAINS 4.76 ACRES, AND SHALL BE DEDICATED TO A HOME OWNERS ASSOCIATION FOR (EXISTING 16' WIDE GRAVEL) BRADLEY DRIVE (A PRIVATE DRIVE)

OUTLOTS A, B, AND C ARE RESERVED FOR FUTURE DEVELOPMENT.



MMS

CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282

www.mmsconsultants.net

Date	Revision

FINAL PLAT BRAD STEPHEN'S SECOND ADDITION

JONES COUNTY
IOWA
MMS CONSULTANTS, INC.

Date:	10-28-2021
Designed by:	RRN
Field Book No:	1328
Drawn by:	RLW
Scale:	1"=200'
Checked by:	RRN
Sheet No:	2
Project No:	IC 7502-002
of:	2

City Council Meeting
Prep. Date: 12/1/21
Preparer: Russell Farnum



Agenda Item: # 5
Agenda Date: 12/06/2021

Communication Page

Agenda Items Description: Resolution Approving Preconstruction Agreement for Iowa 38 Resurfacing Project

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

Attachments & Enclosures:

Draft Agreement
Resolution

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Iowa DOT will be performing a grind – and – overlay project on Route 38 from near the Monticello Airport, through downtown, and north on Cedar Street to just past 9th Street. This work will begin around June, 2022.

Portions of this work will include sidewalk improvements that will increase accessibility, and related peripheral work. As part of the project, it made sense to include some additional work on side streets at the impacted intersections. Such additional work includes grinding and repaving the parking lanes through downtown (on First Street) as well as portions of 2nd and 3rd Streets, just past the Cedar Street intersections.

Background Information: The IDOT project includes a grinding and repaving with four inches (4”) of Hot Mix Asphalt. This is a welcome improvement project. It was also a large factor in getting the 7th Street project bid completed, so that the Cedar Street manhole and other utilities at that intersection could be replaced prior to this repaving project.

As part of the City’s ongoing maintenance agreement with IDOT, when they perform a project like this, it is the City’s responsibility to pay for the parking lane repaving along First Street. Additionally, the City is responsible for paying for any utilities that are required to be adjusted or moved, and any additional work that may be advantageous to have completed at the same time. In reviewing the project, the City identified several adjacent street sections that will also be bid for a grind/overlay at the same time. This additional work included the following (from north to south):

- 5th Street
 - Mill and fill the west leg of the intersection to the limits of the concrete (22’).
- 4th Street
 - Mill and fill the east leg of the intersection to approximately 5’ past the crosswalk (25’).

- 3rd Street
 - Mill and fill the west leg of the intersection approximately 66' west of the DOT limit.
 - If the unit price is good, this may be a good time to go all the way to the PCC limit at the Farley intersection.
 - Mill and fill the east leg of the intersection to the back of crosswalk on the south half and 43' on the north half to address a low point in the existing asphalt.
- 2nd Street
 - Mill and fill the west leg of the intersection to the concrete limit (20')
 - Mill and fill the east leg of the intersection around the concrete limits (irregular) and to the back of the crosswalk (20')
- Locust Street
 - Mill and fill the north leg to the end of curb return radius
- Park Blvd
 - Runout new asphalt to the front (south side) of the existing crosswalk.
- El Camino Real
 - Runout new asphalt to the front (south side) of the storm intakes.

When combined with the parking lanes on First Street, the City's portion of this project is estimated at \$72,858.77 (which will be adjusted once IDOT has actual bid amounts). However, credit is granted for cost of the 7th Street sidewalk improvements at Cedar Street (estimated \$24,797). So, the \$72,858.77 City share, adjusted by the \$24,797 sidewalk credit, nets a City cost of approximately \$48,061. This funding will come from previously bonded street improvement money.

Staff Recommendation: The agreement will be adjusted with final bid numbers, once received. Otherwise, this is a standard formula and format used by IDOT and approval is recommended.

THE CITY OF MONTICELLO, IOWA

RESOLUTION

To approve agreement between the IDOT and the City
of Monticello in Re: Highway 38 Overlay Project

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

WHEREAS, The City of Monticello has worked with the DOT related to their proposed improvements to Iowa 38 within Monticello, and,

WHEREAS, The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Hot Mix Asphalt (HMA) resurfacing on Iowa 38 in Monticello, from east of U.S. 151 northwesterly to East 9th Street.

WHEREAS, The City has requested the reconstruction of pedestrian curb ramps and sidewalks at the intersection of Iowa 38 and 7th Street as part of a separate city administered sewer project within the city. The DOT will reimburse the LPA for its share of the project costs estimated at \$24,797. The actual amount of reimbursement will be based on actual quantities constructed and contract unit prices

WHEREAS, As part of the HMA paving project, the LPA also requested milling and HMA resurfacing of parking areas and city streets, PCC patching, and delivery of HMA millings or crushed stone. The LPA will reimburse the DOT for its share of the project costs estimated at \$72,858.77. The actual amount of reimbursement will be based on actual quantities construction and contract unit prices

WHEREAS, The City worked with the IDOT to put together an agreement that will result in the work listed above and resurfacing of that portion of Highway 38 between from east of U.S. 151 northwesterly to East 9th Street, with the DOT covering costs associated thereto as outlined in an agreement between the parties, same being identified by the IDOT as STPN-038-3(61)—2J-53, and with the City covering costs associated with the milling and HMA resurfacing of parking areas and city streets, PCC patching, and delivery of HMA millings or crushed stone, and

WHEREAS, The City Council finds that the resurfacing and other work to be completed according to the agreement STPN-038-3(61)—2J-53, to be in the best interests of the City, and further finds that the proposed agreement, as recommended for approval by the City Engineer and the City Administrator, is also appropriate.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 6th day of December, 2021, that the proposed Agreement between

the IDOT and the City of Monticello, IDOT Agreement # STPN-038-3(61)—2J-53 should be and is hereby approved, with the Mayor being authorized to execute same on behalf of the City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 6th day of December, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project**

County	<u>Jones</u>
City	<u>Monticello</u>
Project No.	<u>STPN-038-3(61)--2J-53</u>
Iowa DOT	
Agreement No.	<u>2022-6-051</u>
Staff Action No.	<u></u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Monticello, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Iowa 38 within Jones County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Hot Mix Asphalt (HMA) resurfacing on Iowa 38 in Monticello, from east of U.S. 151 northwesterly to East 9th Street. See Exhibit A for location.

- b. The LPA has requested the reconstruction of pedestrian curb ramps and sidewalks at the intersection of Iowa 38 and 7th Street as part of a separate city administered sewer project within the city. The DOT will reimburse the LPA for its share of the project costs estimated at \$24,797. The actual amount of reimbursement will be based on actual quantities constructed and contract unit prices (See Exhibit B for estimated costs).

- c. As part of the HMA paving project, the LPA also requested milling and HMA resurfacing of parking areas and city streets, PCC patching, and delivery of HMA millings or crushed stone. The LPA will reimburse the DOT for its share of the project costs estimated at \$72,858.77. The actual amount of reimbursement will be based on actual quantities construction and contract unit prices (See Exhibit C for estimated costs).

2. Project Costs

- a. The net reimbursement from the LPA to the DOT for its share of the project costs is estimated to be \$48,061.77 (Exhibit C \$72,858.77 less Exhibit B \$24,797.00.) The amount paid by the LPA upon completion of construction and proper billing by the DOT will be determined by the actual quantities in place and the accepted bid at the contract letting.

- b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. Iowa 38 through-traffic will be maintained during the construction.

4. Right of Way and Permits

- a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all city-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

5. Construction & Maintenance

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.
- c. General Parking Requirements:
 - i. On primary highways at signalized intersections, parking will be prohibited a distance of 20 feet in advance of the near sidewalk or traffic-control signal and a distance of 20 feet beyond the far sidewalk. At non-signalized intersections, parking will be prohibited 55 feet in advance of the near sidewalk and 22 feet beyond the far sidewalk.
 - ii. On minor side streets controlled with stop signs, with two through lanes and two parking lanes (parallel or diagonal), parking will be prohibited a distance of 35 feet in advance of the near sidewalk or stop sign and a distance of 35 feet beyond the far sidewalk. On minor side streets controlled with stop signs, with four through lanes and two parallel or diagonal parking lanes, parking will be prohibited a distance of 35 feet in advance of the near sidewalk or stop sign and a distance of 20 feet beyond the far sidewalk.
 - iii. On minor side streets with traffic control signals, with two through lanes and two parallel parking lanes, parking will be prohibited a distance of 20 feet in advance of the near sidewalk or traffic signal and a distance of 35 feet beyond the far sidewalk. On minor side streets with four through

lanes and parallel or diagonal parking lanes, parking will be prohibited a distance of 20 feet in advance of the near sidewalk or traffic signal and a distance of 20 feet beyond the far sidewalk.

- iv. If not already covered by an existing ordinance, the parking restrictions listed above will be outlined in a new ordinance which will be enacted by the LPA. The new ordinance would go into effect no later than such time as the project is completed and opened to through traffic. Parking shall be prohibited along Iowa 38, within the project limits.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding 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, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2022-6-051 as of the date shown opposite its signature below.

CITY OF MONTICELLO:

By: _____ Date _____, 20__.

Title: Mayor

I, _____, certify that I am the Clerk of the City, and that _____, who signed said Agreement for and on behalf of the City was duly authorized to execute the same on the ____ day of _____, 20__.

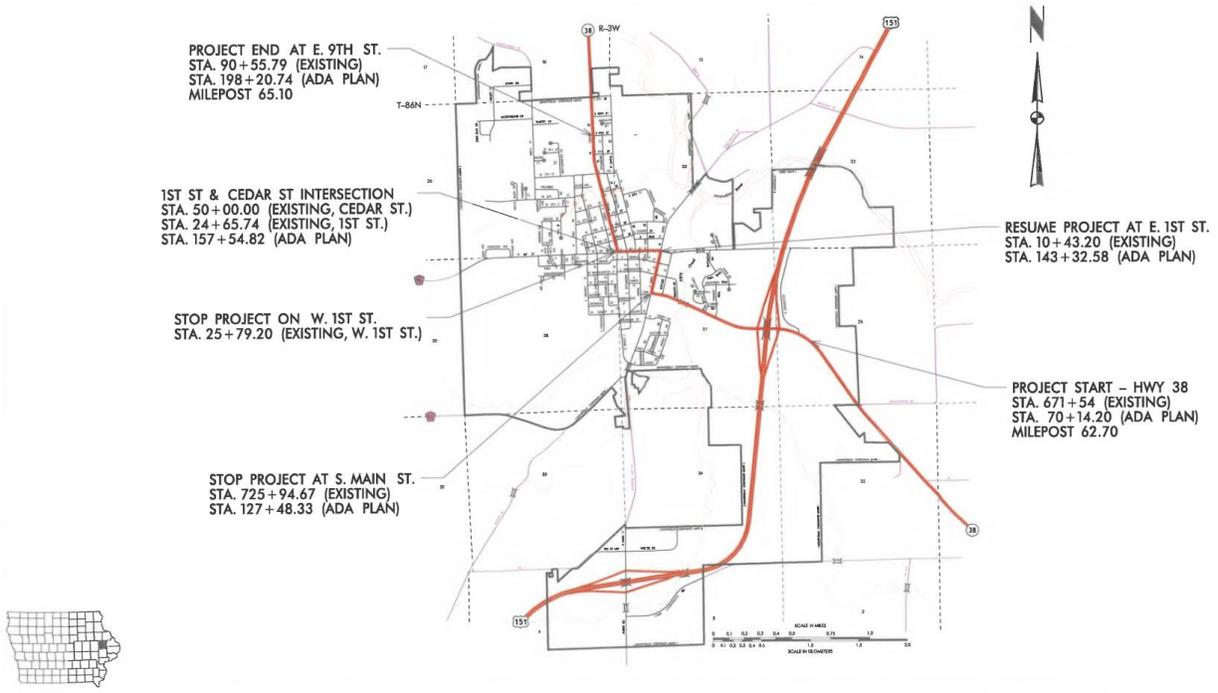
Signed: _____
City Clerk of Monticello, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.

James R. Schnoebelen, P.E.
District Engineer
District 6

Location Map for 3R Project, STPN-038-3(61)--2J-53, Jones County, City of Monticello



East 7th Street Utility Improvements - DOT Share
 STPN-038-3(61)--2J-53
 Engineer's Opinion of Probable Construction Costs
 November 2, 2021

Item No.	DOT Item Code	SUDAS Item Code	Item Description	Unit	Quantity	Unit Cost	Total Cost
1	2105-8425015	2010-D-1	TOPSOIL, ON-SITE	CY	37	\$15.00	\$555.00
2	2105-8425005	2010-D-3	TOPSOIL, OFF-SITE	CY	37	\$35.00	\$1,295.00
3	2109-8225100	2010-G	SUBGRADE PREPARATION	SY	67	\$4.00	\$268.00
4	2113-0001000	2010-H	SUBGRADE TREATMENT, TYPE 4, GEOGRID	SY	67	\$7.00	\$469.00
5	2115-0100000	2010-I	SUBBASE, MODIFIED, 12"	SY	67	\$14.00	\$938.00
6	2512-1750006	7010-E	CURB AND GUTTER, MATCH EXISTING WIDTH	LF	166	\$40.00	\$6,640.00
7	2511-6745900	7030-A	REMOVAL OF SIDEWALK	SY	104	\$9.00	\$936.00
8	2511-7526004	7030-E	SIDEWALK, PCC, 4"	SY	58	\$46.00	\$2,668.00
9	2511-7526006	7030-E	SIDEWALK, PCC, 6"	SY	71	\$60.00	\$4,260.00
10	2511-7528101	7030-G	DETECTABLE WARNING, CAST IRON	SF	80	\$48.00	\$3,840.00
11	2213-6745500	7040-I	CURB AND GUTTER REMOVAL	LF	166	\$8.00	\$1,328.00
12	2528-8445110	8030-A	TEMPORARY TRAFFIC CONTROL	LS	0.2	\$3,000.00	\$600.00
13	2601-2636044 / 2601-2634105	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 1)	AC	0.1	\$10,000.00	\$1,000.00
						SUBTOTAL	\$24,797.00
						TOTAL (ROUNDED)	\$25,000.00

Estimate Items Report

Version HMA Resurfacing
Project PRJ-23040 PHASE-3

Item Number	Item Description	Units	Quantity	Cost Used	Suggested Cost	Line Total	Estimator Notes
100% paid for by Iowa DOT				SubTotal:		\$985,820.28	
2121-7425020	GRANULAR SHLD, TYPE B	TON	389.750	\$34.34	\$34.34	\$13,384.02	
2122-5500060	PAVED SHLD, HMA, 6"	SY	1,751.980	\$37.35	\$37.35	\$65,436.45	
2128-0000200	CONTRACTOR STOCKPILED SHLD MAT'L	TON	2,500.000	\$10.72	\$10.72	\$26,800.00	
2212-0475095	CLEAN+PREPARATION OF BASE	Mile	2.150	\$1,465.11	\$1,465.11	\$3,149.99	
2212-5070310	PATCH, FULL-DEPTH REPAIR	SY	274.200	\$192.61	\$192.61	\$52,813.66	
2212-5070330	PATCH BY COUNT (REPAIR)	EA	17.000	\$163.56	\$163.56	\$2,780.52	
2212-5075001	HMA SURF PATCH	TON	20.000	\$349.96	\$349.96	\$6,999.20	
2213-2713300	EXCAVATION, CL 13, WIDEN	CY	598.900	\$26.39	\$26.39	\$15,804.97	
2213-8200000	BASE WIDENING, HMA	TON	435.710	\$40.20	\$40.20	\$17,515.54	
2214-5145160	PAV'T, SCARIFICATION	TON	5,167.350	\$14.62	\$14.62	\$75,546.66	
2214-7450050	BLADING+SHAPING SHLD MAT'L	STA	80.850	\$44.83	\$44.83	\$3,624.51	
2303-1042500	HMA HT INTERMEDIATE, 1/2"	TON	2,806.420	\$44.80	\$44.80	\$125,727.62	
2303-1043504	HMA HT SURF, 1/2", FRIC L-4	TON	3,057.530	\$47.16	\$47.16	\$144,193.11	
2303-1258284	ASPH BINDER, PG 58-28H	TON	413.460	\$528.15	\$528.15	\$218,368.90	
2303-6911000	HMA PAV'T SAMPLE	LS	1.000	\$3,469.53	\$3,469.53	\$3,469.53	
2303-7000610	PAY ADJ I/D-HMA MIXTURE LABORATORY VOIDS	EA	3,445.460	\$1.05	\$1.05	\$3,617.73	
2303-7000620	PAY ADJ I/D-HMA MIXTURE FIELD VOIDS	EA	3,445.460	\$1.05	\$1.05	\$3,617.73	
2317-7000120	PAY ADJ I/D-HMA PAV'T SMOOTHNESS	EA	7,602.560	\$1.03	\$1.03	\$7,830.64	
2435-0600010	MANHOLE ADJUSTMENT, MINOR	EA	18.000	\$1,961.73	\$1,961.73	\$35,311.14	
2520-3350015	FIELD OFFICE	EA	1.000	\$5,090.75	\$5,090.75	\$5,090.75	
2527-9263109	PAINTED PAV'T MARK, WATERBORNE/SOLVENT	STA	357.300	\$31.31	\$31.31	\$11,187.06	
2527-9263137	PAINTED SYMBOL+LEGEND, WATERBORNE/SOLVNT	EA	17.000	\$120.78	\$120.78	\$2,053.26	
2528-8445110	TRAFFIC CONTROL	LS	1.000	\$17,547.60	1.78 %	\$17,547.60	
2528-8445113	FLAGGER	EA	0.000	\$548.75	\$0.00	\$0.00	
2528-8445115	PILOT CAR	EA	0.000	\$856.11	\$856.11	\$0.00	
2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	0.000	\$403.35	\$0.00	\$0.00	
2529-8174010	SUBBASE, (PATCH)	SY	69.400	\$17.71	\$17.71	\$1,229.07	
2533-4980005	MOBILIZATION	LS	1.000	\$35,883.86	3.64 %	\$35,883.86	
2540-4480507	LONGITUDINAL JOINT REPAIR	LF	7,137.000	\$9.88	\$9.88	\$70,513.56	

Report Date: 10/29/2021 11:13:34 AM

Report Created By: lleon@lleon.com

Estimate Items Report

Version HMA Resurfacing
Project PRJ-23040 PHASE-3

Item Number	Item Description	Units	Quantity	Cost Used	Suggested Cost	Line Total	Estimator Notes
2542-1006001	CRACK & JOINT CLEAN & FILL (PCC PAV'T)	Mile	0.100	\$72,311.97	\$72,311.97	\$7,231.20	
2542-1007000	SEALER MATERIAL (PCC PAV'T)	LB	100.000	\$0.92	\$0.92	\$92.00	
2554-0212040	VALVE BOX ADJ, MINOR	EA	9.000	\$1,000.00	\$0.00	\$9,000.00	
100% paid for by the City of Monticello					SubTotal:	\$72,858.77	
2128-0000200	CONTRACTOR STOCKPILED SHLD MAT'L	TON	625.650	\$16.58	\$16.58	\$10,373.28	
2214-5145160	PAV'T, SCARIFICATION	TON	534.900	\$14.62	\$14.62	\$7,820.24	
2303-1042500	HMA HT INTERMEDIATE, 1/2"	TON	339.710	\$44.80	\$44.80	\$15,219.01	
2303-1043504	HMA HT SURF, 1/2", FRIC L-4	TON	351.120	\$47.16	\$47.16	\$16,558.82	
2303-1258284	ASPH BINDER, PG 58-28H	TON	41.450	\$528.15	\$528.15	\$21,891.82	
2527-9263109	PAINTED PAV'T MARK, WATERBORNE/SOLVENT	STA	8.880	\$31.31	\$31.31	\$278.03	
2529-5070110	PATCH, FULL-DEPTH FINISH, BY AREA	SY	2.200	\$229.57	\$229.57	\$505.05	
2529-5070120	PATCH, FULL-DEPTH FINISH, BY COUNT	EA	1.000	\$212.52	\$212.52	\$212.52	
Total:						\$1,058,679.05	

City Council Meeting
Prep. Date: 12/1/2021
Preparer: Russell Farnum



Agenda Item: # 6
Agenda Date: 12/06/2021

Communication Page

Agenda Items Description: Bid Award for 7th Street Improvements

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

Attachments & Enclosures:
 City Engineer letter, Bid Tab, and Bidder List

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

Synopsis: After several reiterations, a much-revised 7th Street project has been bid and the bid tab is enclosed. The apparent low bidder is Pirc-Tobin at \$302,698.70.

Background Information: The revised 7th Street project was discussed at length at a work session in June, and the revised engineering was reviewed at the City Council meeting on November 1, the City Council approved the proposed plans, specifications, form of contract and estimate of cost for the East 7th Street Utility Improvements Project.

There were 31 parties that downloaded the plan sets, and five contractors submitted bids, as summarized below:

<u>7th Street Bids</u>	
<i>Engineers' Estimate</i>	<i>\$ 261,166.00</i>
Pirc-Tobin	\$ 302,698.70
Eastern Iowa Exc & Conc	\$ 321,010.85
Midwest Concrete	\$ 324,720.20
<i>Average Bid</i>	<i>\$ 338,323.17</i>
Boomerang	\$ 347,999.50
Tschiggfrie	\$ 395,186.60

Pirc-Tobin is the apparent low bidder, with a bid about 14% above the engineer's estimate. The City Engineer believes that the primary reason for the higher bids is the unknown supply costs that could

vary dramatically between the bid submittal and the time this contract is awarded. Compared to the original 7th Street project low bid at \$442,719.55, this is still a 32% cost savings over the prior project.

This project is budgeted and will be paid for with previous bond revenues that were earmarked for the 7th Street project.

Staff Recommendation: Award the bid to Pirc-Tobin in the amount of \$302,698.70.

The City of Monticello, Iowa

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

RESOLUTION

To award the 2021 East 7th Street Utility Improvements
Project to Pirc-Tobin Construction Inc in the amount of \$302,698.70

WHEREAS, the Council previously scheduled, published notice, and held a hearing on the final plans and specifications, proposed form of contract, and cost estimate for the 2021 East 7th Street Utility Improvements Project, and

WHEREAS, the Council previously approved the final plans and specifications, form of contract, and cost estimate, and

WHEREAS, the Council finds that bids on this project were sought and that five bids were received, with the lowest responsive, responsible bidder, being Pirc-Tobin Construction. with a bid in the amount of \$302,698.70, and

WHEREAS, the Council finds that the low bid of Pirc-Tobin Construction should be accepted and a contract entered into between the City and Pirc-Tobin Construction to complete the work set out in said bid, consistent with the bid and contract documents, the award of a contract consistent herewith being recommended by the City Engineer.

NOW, THEREFORE, It Is Resolved by the City Council of the City of Monticello, Iowa, on this 6th day of December, 2021, that the 2021 East 7th Street Utility Improvements Project shall be awarded to Pirc-Tobin Construction Inc., in the amount of \$302,698.70, the bid being received, with the Mayor being authorized to execute contract documents on behalf of the City Council after the review and approval of said documents by the City Engineer.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

Plan Holder Report as of 11/18/2021 02:00:14 PM**SNYDER & ASSOCIATES, INC.**

East 7th Street Utility Improvements (eBidDoc #8054057)

Contact: Sara A. Blong
 Phone: 319-362-9394
 E-mail: sblong@snyder-associates.com
 Bid Date: 11/18/2021 11:00 AM CST

[Help](#)

Company	Contact	Designation	Bus. Types	Entry Date	Doc Type	Comments
Municipal Pipe Tool Company 515 5th Street PO Box 398 Hudson, IA 50643	Courtney Schumacher Phone: 319-988-4205 Fax: 319-988-3506 Email: bids@municipipe.com	Prime Bidder	TGB, Vet Pref, VOSB	10/19/2021	eBidDoc	
Eastern Iowa Excavating and Concrete 121 NIXON ST SE PO BOX 189 Cascade, IA 52033	Lynne Phone: 563-852-5120 Fax: 563-852-6020 Email: office@easterniowaexcavating.com	Prime Bidder		10/19/2021	eBidDoc	
Hydro-Klean 333 NW 49th Place Des Moines, IA 50313	Jill Lomp Phone: 515-283-0500 Fax: 515-283-0505 Email: jlomp@hksolutionsgroup.com	Subcontractor		10/19/2021	eBidDoc	
Midwest Concrete Inc. 9835 Cottingham Road Peosta, IA 52068	Ryan Coates Phone: 563-845-0947 Fax: Email: midwestconcrete@yahoo.com	Prime Bidder		10/19/2021	eBidDoc	
Pirc-Tobin Construction Inc 2660 Old Quaas Road Alburnett, IA 52202	Estimator Phone: 563-590-6852 Fax: Email: bids@pirtobin.com	Prime Bidder		10/19/2021	eBidDoc	
Boomerang 13225 Circle Dr. Suite A P.O. Box 227 Anamosa, IA 52205	Dawn King Phone: 319-462-4435 Fax: 319-462-2599 Email: bids@boomerangcorp.com	Prime Bidder		10/20/2021	eBidDoc	
Master Builders Of Iowa 221 Park Street Des Moines, IA 50309	Cindy Adams Phone: 515-288-7339 Fax: 515-288-8718 Email: mbiplanroom-dsm@mbionline.com	Plan Room		10/20/2021	eBidDoc	
Shay Enterprise 1789 Tavern Ln Tacoma, WA 98402	Tamara Shay Phone: 253-985-6691 Fax: Email: tshayenterprise@gmail.com	Other		10/20/2021	eBidDoc	
Insituform Technologies 580 Goddard Ave Chesterfield, MO 63005	Chrissy Koller Phone: 6365308610 Fax: 696-898-5094 Email: ckoller@aegion.com	Subcontractor		10/20/2021	eBidDoc	
La Crosse Builders Exchange 709 Gillette St. Suite 2 La Crosse, WI 54603	LAXBX Phone: 608-781-1819 Fax: 608-781-1718 Email: planroom@laxbx.com	Plan Room		10/20/2021	eBidDoc	
County Materials - Iowa City 270 Izaak Walton Road 270 Izaak Walton Road Iowa City, IA 52246	Leslie Shalla Phone: 319-371-7815- Fax: 877-445-8354 Email: leslie.shalla@countymaterials.com	Supplier		10/20/2021	eBidDoc	
Dodge Data & Analytics Next Member Numbe 2860 S State Hwy 161 Ste. 160 #501 Grand Prairie, TX 75052	Adam Bouman Phone: 513.666.3354 Fax: 800-768-5594 Email: dodge.docs@construction.com	Plan Room		10/21/2021	eBidDoc	
Visu-Sewer W230 N4855 Betker Drive Pewaukee, WI 53072	Randy Belanger Phone: 262-695-2340 Fax: 262-695-2359 Email: estimating@visu-sewer.com	Prime Bidder		10/21/2021	eBidDoc	
Works In Progress 400 SW 7th Street Stuart, FL 34994	Pamela Exton Phone: 7727812144 Fax: 772-781-2144 Email: bids@thecj.com	Plan Room		10/22/2021	eBidDoc	
Hurst & Sons 2425 W 4th Street Waterloo, IA 50701	Hurst & Sons Phone: 319.235.0407 Fax: 319.235.7049 Email: hurstsonscontractors@mchsi.com	Prime Bidder		10/25/2021	Paper	
SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366	Theresa Messer Phone: 636-385-1000 Fax: Email: bideippe@sakcon.com	Prime Bidder		10/25/2021	eBidDoc	

Iowa Concrete Paving Assn 360 SE Delaware Ave Ankeny, IA 50021	Breanna Johnson Phone: 515-963-0606 Fax: Email: icpa@concretestate.org	Unknown		10/25/2021	eBidDoc	
Kenway Excavating, Inc PO Box 218 Walford, IA 52351	Charlie Phone: 319-366-3667 Fax: Email: chris@kenwayex.com	Subcontractor		10/27/2021	eBidDoc	
Lincoln Builders Bureau 5910 S 58th St Suite C Lincoln, NE 68516	Michelle Gonzales Phone: 402-421-8332 Fax: 402-421-8334 Email: info@buildersbureau.com	Plan Room		10/29/2021	eBidDoc	
Northern Dewatering Inc. 14405 Northdale Blvd Rogers, MN 55374	Von Bergstrom Phone: 763-428-2616 Fax: 763-428-2671 Email: vonb@northerndewatering.com	Subcontractor		11/01/2021	eBidDoc	
Floorcoat Midwest PO BOX 245 Truman, MN 56088	Richard Hanson Phone: 507-327-5545 Fax: 507-776-3075 Email: floorcoatmidwest@gmail.com	Subcontractor	SBE	11/03/2021	eBidDoc	
Quad Cities Winwater Co. 3535 S 11th Avenue Eldridge, IA 52748	Alex Regenos Phone: 563-223-9540 Fax: 563-223-9539 Email: amregenos@winwaterworks.com	Supplier		11/05/2021	eBidDoc	
Construction Products Marketing Group, LLC 7111 James Avenue Richfield, MN 55423	Landon Wallace Phone: 612-242-8996 Fax: Email: lwallace@cpmgroup.ne	Supplier		11/07/2021	eBidDoc	
Connolly Construction Inc 18409 N Cascade Rd Peosta, IA 52068	Danielle Connolly Phone: 563-876-3225 Fax: 563-876-3115 Email: connollybids@gmail.com	Prime Bidder		11/09/2021	eBidDoc	
Tschiggfrie Exc. Co. 425 Julien Dubuque Dr. Dubuque, IA 52003	Lora Trierwieler Phone: (563) 557-7450 Fax: (563) 557-7585 Email: quotes@tschiggfrie.net	Prime Bidder		11/09/2021	eBidDoc	
Braun Intertec 11001 Hampshire Avenue South Bloomington, MN 55438	Guy Locke Phone: 952-995-2000 Fax: Email: glocke@braunintertec.com	A/E Consultant		11/10/2021	eBidDoc	
Tschiggfrie Exc. Co. 425 Julien Dubuque Dr. Dubuque, IA 52003	Ben Kramer Phone: (563) 557-7450 Fax: (563) 557-7585 Email: quotes@tschiggfrie.net	Prime Bidder		11/10/2021	eBidDoc	
J & K Contracting LLC 10703 Justin Dr Urbandale, IA 50322	Jared Bouska Phone: 515-233-5500 Fax: 515-278-2351 Email: jared@jkcia.com	Prime Bidder		11/11/2021	eBidDoc	
Horsfield Construction, Inc. 505 E Main St Epworth, IA 52045	Scott Borgerding Phone: 563-876-3335 Fax: 563-876-3487 Email: bids@horsfieldinc.com	Prime Bidder		11/12/2021	eBidDoc	
CIT Sewer Solutions 530 Dubois Ave 530 Dubois Ave McCallsburg, IA 50154	Shane Jacobson Phone: 5152908295 Fax: 5152908295 Email: shane@citsewer.com	Subcontractor		11/12/2021	eBidDoc	
Select Signing 3164 122 St Amana, IA 52203	Wes Pudil Phone: 319-440-0929 Fax: Email: selectsigninginc@gmail.com	Subcontractor		11/16/2021	eBidDoc	
hardrock sawing & drilling p.o 718 keshena, WI 54135	larry dvoratchek Phone: 715-799-3823 Fax: 715-831-7840 Email: hardrock@genevaonline.com	Subcontractor	WBE,DBE,MBE,SBE	11/16/2021	eBidDoc	

December 1, 2021

Mr. Russ Farnum, City Administrator
City of Monticello
200 East First Street
Monticello, IA 52310

RE: East 7th Street Utility Improvements
Recommendation for Award

Mr. Farnum and City Council:

On Thursday, November 18th, 2021 the City received five bids for the **East 7th Street Utility Improvements** project, which were opened and read aloud virtually. We reviewed the unit price extensions on all bids and found no errors. The bid tabulation is enclosed. The engineer's opinion of probable cost for the project base bid was \$261,166. The five bids received ranged from \$302,698.70 to \$395,186.60. The low bid for the project was submitted by Pirc-Tobin Construction, Inc. of Alburnett with a total bid of **\$302,698.70**.

We, hereby, recommend that the City award the **East 7th Street Utility Improvements** project to **Pirc-Tobin Construction, Inc** for \$302,698.70.

I will be in attendance at the Council meeting on December 6th to answer any question you may have with regard to this project.

Sincerely,

SNYDER & ASSOCIATES, INC.



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

Enclosure: Bid Tabulation

cc: Sally Hinrichsen, City Clerk/Treasurer
Charles Arnold, Pirc-Tobin Construction, Inc.

TABULATION OF BIDS
EAST 7TH STREET UTILITY IMPROVEMENTS
CITY OF MONTICELLO
121.0022.08
Bid Date/Time: November 18, 2021 at 11:00 AM

ITEM	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 PIRC-TOBIN CONSTRUCTION, INC ALBURNETT, IA		2 EASTERN IOWA EXCAVATING & CONCRETE, LLC CASCADE, IA		3 MIDWEST CONCRETE, INC. PEOSTA, IA		4 BOOMERANG, CORP. ANAMOSA, IA		5 TSHIGGFRIE EXCAVATING, CO. DUBUQUE, IA		BID AVERAGE	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2010-A	GRUBBING	UNIT	27.2	\$ 50.00	\$ 1,360.00	\$ 35.00	\$ 952.00	\$ 30.50	\$ 829.60	\$ 50.00	\$ 1,360.00	\$ 50.00	\$ 1,360.00	\$ 92.00	\$ 2,502.40	\$ 51.50	\$ 1,400.80
2	2010-D-1	TOPSOIL, ON-SITE	CY	55	\$ 15.00	\$ 825.00	\$ 12.50	\$ 687.50	\$ 20.25	\$ 1,113.75	\$ 15.00	\$ 825.00	\$ 10.00	\$ 550.00	\$ 30.00	\$ 1,650.00	\$ 17.55	\$ 965.25
3	2010-D-3	TOPSOIL, OFF-SITE	CY	55	\$ 35.00	\$ 1,925.00	\$ 32.00	\$ 1,760.00	\$ 51.50	\$ 2,832.50	\$ 35.00	\$ 1,925.00	\$ 50.00	\$ 2,750.00	\$ 41.00	\$ 2,255.00	\$ 41.90	\$ 2,304.50
4	2010-G	SUBGRADE PREPARATION	SY	127	\$ 4.00	\$ 508.00	\$ 1.00	\$ 127.00	\$ 10.00	\$ 1,270.00	\$ 3.00	\$ 381.00	\$ 1.00	\$ 127.00	\$ 3.80	\$ 482.60	\$ 3.76	\$ 477.52
5	2010-H	SUBGRADE TREATMENT, TYPE 4, GEOGRID	SY	127	\$ 7.00	\$ 889.00	\$ 11.00	\$ 1,397.00	\$ 20.25	\$ 2,571.75	\$ 21.00	\$ 2,667.00	\$ 2.00	\$ 254.00	\$ 6.80	\$ 863.60	\$ 12.21	\$ 1,550.67
6	2010-I	SUBBASE, MODIFIED, 12"	SY	127	\$ 14.00	\$ 1,778.00	\$ 14.50	\$ 1,841.50	\$ 15.50	\$ 1,968.50	\$ 14.00	\$ 1,778.00	\$ 20.00	\$ 2,540.00	\$ 15.00	\$ 1,905.00	\$ 15.80	\$ 2,006.60
7	2010-J-3-a	REMOVAL OF KNOWN PIPE AND CONDUIT, WATER, 4"	LF	45	\$ 8.00	\$ 360.00	\$ 6.90	\$ 310.50	\$ 24.00	\$ 1,080.00	\$ 25.00	\$ 1,125.00	\$ 20.00	\$ 900.00	\$ 8.50	\$ 382.50	\$ 16.88	\$ 759.60
8	2010-K-1	FILLING AND PLUGGING OF KNOWN PIPE CILVERTS, PIPES, CONDUITS, WATER MAIN, 4"	LF	413	\$ 5.50	\$ 2,271.50	\$ 3.00	\$ 1,239.00	\$ 14.00	\$ 5,782.00	\$ 10.00	\$ 4,130.00	\$ 2.00	\$ 826.00	\$ 2.70	\$ 1,115.10	\$ 6.34	\$ 2,618.42
9	2010-L	COMPACTION TESTING	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,330.20	\$ 1,330.20	\$ 1,850.00	\$ 1,850.00	\$ 2,575.00	\$ 2,575.00	\$ 1,600.00	\$ 1,600.00	\$ 1,900.00	\$ 1,900.00	\$ 1,851.04	\$ 1,851.04
10	3010-C	TRENCH FOUNDATION	TON	30	\$ 49.00	\$ 1,470.00	\$ 40.00	\$ 1,200.00	\$ 29.65	\$ 889.50	\$ 40.00	\$ 1,200.00	\$ 50.00	\$ 1,500.00	\$ 27.00	\$ 810.00	\$ 37.33	\$ 1,119.90
11	3010-D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	66	\$ 50.00	\$ 3,300.00	\$ 20.00	\$ 1,320.00	\$ 36.25	\$ 2,392.50	\$ 45.00	\$ 2,970.00	\$ 35.00	\$ 2,310.00	\$ 37.00	\$ 2,442.00	\$ 34.65	\$ 2,286.90
12	3010-F	TRENCH COMPACTION TESTING	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,330.20	\$ 1,330.20	\$ 1,850.00	\$ 1,850.00	\$ 2,575.00	\$ 2,575.00	\$ 1,700.00	\$ 1,700.00	\$ 1,900.00	\$ 1,900.00	\$ 1,871.04	\$ 1,871.04
13	3010-G	LIME BACKFILL	CY	140	\$ 30.00	\$ 4,200.00	\$ 23.00	\$ 3,220.00	\$ 31.50	\$ 4,410.00	\$ 31.00	\$ 4,340.00	\$ 60.00	\$ 8,400.00	\$ 34.00	\$ 4,760.00	\$ 35.90	\$ 5,026.00
14	4010-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC C900, 8"	LF	112	\$ 80.00	\$ 8,960.00	\$ 125.00	\$ 14,000.00	\$ 118.50	\$ 13,272.00	\$ 85.00	\$ 9,520.00	\$ 125.00	\$ 14,000.00	\$ 150.00	\$ 16,800.00	\$ 120.70	\$ 13,518.40
15	4010-H	REMOVAL OF SANITARY SEWER, PVC, 8"	LF	64	\$ 7.00	\$ 448.00	\$ 6.90	\$ 441.60	\$ 11.50	\$ 736.00	\$ 10.00	\$ 640.00	\$ 1.00	\$ 64.00	\$ 16.00	\$ 1,024.00	\$ 9.08	\$ 581.12
16	4020-A-1	STORM SEWER, TRENCHED, RCP, 12"	LF	65	\$ 57.00	\$ 3,705.00	\$ 78.50	\$ 5,102.50	\$ 53.50	\$ 3,477.50	\$ 80.00	\$ 5,200.00	\$ 130.00	\$ 8,450.00	\$ 76.00	\$ 4,940.00	\$ 83.60	\$ 5,434.00
17	4020-D	REMOVAL OF STORM SEWER, VCP, 12"	LF	65	\$ 10.00	\$ 650.00	\$ 8.40	\$ 546.00	\$ 9.75	\$ 633.75	\$ 10.00	\$ 650.00	\$ 20.00	\$ 1,300.00	\$ 8.00	\$ 520.00	\$ 11.23	\$ 729.95
18	4050-A-1	PRE-REHABILITATION CLEANING AND INSPECTION, 8"	LF	312	\$ 4.00	\$ 1,248.00	\$ 5.60	\$ 1,747.20	\$ 5.25	\$ 1,638.00	\$ 5.15	\$ 1,606.80	\$ 4.70	\$ 1,466.40	\$ 4.00	\$ 1,248.00	\$ 4.94	\$ 1,541.28
19	4050-B	REMOVE PROTRUDING SERVICE CONNECTIONS	EA	6	\$ 500.00	\$ 3,000.00	\$ 168.00	\$ 1,008.00	\$ 165.00	\$ 990.00	\$ 155.00	\$ 930.00	\$ 620.00	\$ 3,720.00	\$ 520.00	\$ 3,120.00	\$ 325.60	\$ 1,953.60
20	4050-C-1	CIPP MAIN LINING	LF	312	\$ 60.00	\$ 18,720.00	\$ 57.00	\$ 17,784.00	\$ 55.00	\$ 17,160.00	\$ 53.00	\$ 16,536.00	\$ 42.00	\$ 13,104.00	\$ 33.00	\$ 10,296.00	\$ 48.00	\$ 14,976.00
21	5010-A-1	WATER MAIN, TRENCHED, PVC AWWA C900 (DR-18), 8"	LF	440	\$ 64.00	\$ 28,160.00	\$ 58.00	\$ 25,520.00	\$ 70.50	\$ 31,020.00	\$ 71.00	\$ 31,240.00	\$ 80.00	\$ 35,200.00	\$ 80.00	\$ 35,200.00	\$ 71.90	\$ 31,636.00
22	5010-A-1	WATER MAIN, TRENCHED, DIP, 8" (W/ NITRILE GASKETS)	LF	0	\$ 103.00	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15.00	\$ -
23	5010-C-2	FITTING, ALL FITTINGS, WATER MAIN	LB	908	\$ 10.00	\$ 9,080.00	\$ 13.00	\$ 11,804.00	\$ 18.50	\$ 16,798.00	\$ 15.00	\$ 13,620.00	\$ 12.50	\$ 11,350.00	\$ 19.00	\$ 17,252.00	\$ 15.60	\$ 14,164.80
24	5010-E-1	WATER SERVICE PIPE, TYPE K COPPER, 1" (FIELD VERIFY SIZE)	LF	56	\$ 100.00	\$ 5,600.00	\$ 200.00	\$ 11,200.00	\$ 53.00	\$ 2,968.00	\$ 103.00	\$ 5,768.00	\$ 150.00	\$ 8,400.00	\$ 100.00	\$ 5,600.00	\$ 121.20	\$ 6,787.20
25	5010-E-2	WATER SERVICE CORPORATION, 1" (FIELD VERIFY SIZE)	EA	7	\$ 300.00	\$ 2,100.00	\$ 473.00	\$ 3,311.00	\$ 550.00	\$ 3,850.00	\$ 1,025.00	\$ 7,175.00	\$ 420.00	\$ 2,940.00	\$ 1,300.00	\$ 9,100.00	\$ 753.60	\$ 5,275.20
26	5010-E-3	WATER SERVICE CURB STOP AND BOX, 6"	EA	4	\$ 400.00	\$ 1,600.00	\$ 551.00	\$ 2,204.00	\$ 600.00	\$ 2,400.00	\$ 1,100.00	\$ 4,400.00	\$ 470.00	\$ 1,880.00	\$ 970.00	\$ 3,880.00	\$ 738.20	\$ 2,952.80
27	5020-A	VALVE, GATE, 8"	EA	3	\$ 1,750.00	\$ 5,250.00	\$ 1,900.00	\$ 5,700.00	\$ 3,000.00	\$ 9,000.00	\$ 2,850.00	\$ 8,550.00	\$ 2,100.00	\$ 6,300.00	\$ 3,200.00	\$ 9,600.00	\$ 2,610.00	\$ 7,830.00
28	5020-C	FIRE HYDRANT ASSEMBLY	EA	1	\$ 4,300.00	\$ 4,300.00	\$ 5,800.00	\$ 5,800.00	\$ 7,500.00	\$ 7,500.00	\$ 5,900.00	\$ 5,900.00	\$ 6,200.00	\$ 6,200.00	\$ 8,400.00	\$ 8,400.00	\$ 6,760.00	\$ 6,760.00
29	5020-D	FLUSHING DEVICE (BLOWOFF), 2"	EA	2	\$ 1,530.00	\$ 3,060.00	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,100.00	\$ 2,200.00	\$ 2,200.00	\$ 4,400.00	\$ 2,600.00	\$ 5,200.00	\$ 1,880.00	\$ 3,760.00
30	5020-I	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1	\$ 610.00	\$ 610.00	\$ 897.00	\$ 897.00	\$ 800.00	\$ 800.00	\$ 1,250.00	\$ 1,250.00	\$ 500.00	\$ 500.00	\$ 970.00	\$ 970.00	\$ 883.40	\$ 883.40
31	6010-A	MANHOLE, SW-301, 48"	EA	4	\$ 6,000.00	\$ 24,000.00	\$ 6,850.00	\$ 27,400.00	\$ 7,250.00	\$ 29,000.00	\$ 5,900.00	\$ 23,600.00	\$ 10,000.00	\$ 40,000.00	\$ 9,900.00	\$ 39,600.00	\$ 7,980.00	\$ 31,920.00
32	6010-B	INTAKE, SW-501	EA	2	\$ 2,900.00	\$ 5,800.00	\$ 3,500.00	\$ 7,000.00	\$ 3,500.00	\$ 7,000.00	\$ 2,550.00	\$ 5,100.00	\$ 5,000.00	\$ 10,000.00	\$ 3,900.00	\$ 7,800.00	\$ 3,690.00	\$ 7,380.00
33	6010-H	REMOVE MANHOLE	EA	4	\$ 700.00	\$ 2,800.00	\$ 863.00	\$ 3,452.00	\$ 725.00	\$ 2,900.00	\$ 1,250.00	\$ 5,000.00	\$ 2,200.00	\$ 8,800.00	\$ 910.00	\$ 3,640.00	\$ 1,189.60	\$ 4,758.40
34	6010-H	REMOVE INTAKE	EA	2	\$ 600.00	\$ 1,200.00	\$ 666.00	\$ 1,332.00	\$ 675.00	\$ 1,350.00	\$ 1,250.00	\$ 2,500.00	\$ 250.00	\$ 500.00	\$ 740.00	\$ 1,480.00	\$ 716.20	\$ 1,432.40
35	6020-D	MANHOLE LINING WITH HAND PLACED CEMENTITIOUS MORTAR LINER, 1/2" THICKNESS	VF	30	\$ 300.00	\$ 9,000.00	\$ 450.00	\$ 13,500.00	\$ 425.00	\$ 12,750.00	\$ 725.00	\$ 21,750.00	\$ 500.00	\$ 15,000.00	\$ 190.00	\$ 5,700.00	\$ 458.00	\$ 13,740.00
36	7010-E	CURB AND GUTTER, MATCH EXISTING WIDTH	LF	244	\$ 40.00	\$ 9,760.00	\$ 28.00	\$ 6,832.00	\$ 26.00	\$ 6,344.00	\$ 25.00	\$ 6,100.00	\$ 50.00	\$ 12,200.00	\$ 65.00	\$ 15,860.00	\$ 38.80	\$ 9,467.20
37	7030-A	REMOVAL OF SIDEWALK	SY	104	\$ 9.00	\$ 936.00	\$ 15.00	\$ 1,560.00	\$ 21.50	\$ 2,236.00	\$ 15.00	\$ 1,560.00	\$ 10.00	\$ 1,040.00	\$ 6.90	\$ 717.60	\$ 13.68	\$ 1,422.72
38	7030-A	REMOVAL OF DRIVEWAY	SY	18	\$ 12.00	\$ 216.00	\$ 13.00	\$ 234.00	\$ 30.00	\$ 540.00	\$ 15.00	\$ 270.00	\$ 10.00	\$ 180.00	\$ 9.30	\$ 167.40	\$ 15.46	\$ 278.28
39	7030-E	SIDEWALK, PCC, 4"	SY	58	\$ 46.00	\$ 2,668.00	\$ 99.50	\$ 5,771.00	\$ 43.00	\$ 2,494.00	\$ 80.00	\$ 4,640.00	\$ 64.00	\$ 3,712.00	\$ 51.00	\$ 2,958.00	\$ 67.50	\$ 3,915.00
40	7030-E	SIDEWALK, PCC, 6"	SY	71	\$ 60.00	\$ 4,260.00	\$ 133.00	\$ 9,443.00	\$ 58.00	\$ 4,118.00	\$ 110.00	\$ 7,810.00	\$ 72.00	\$ 5,112.00	\$ 64.00	\$ 4,544.00	\$ 87.40	\$ 6,205.40
41	7030-G	DETECTABLE WARNING, CAST IRON	SF	80	\$ 48.00	\$ 3,840.00	\$ 50.50	\$ 4,040.00	\$ 44.00	\$ 3,520.00	\$ 45.00	\$ 3,600.00	\$ 50.00	\$ 4,000.00	\$ 66.00	\$ 5,280.00	\$ 51.10	\$ 4,088.00
42	7030-H-1	DRIVEWAY, PAVED, PCC, 5"	SY	18	\$ 54.00	\$ 972.00	\$ 78.00	\$ 1,404.00	\$ 86.00	\$ 1,548.00	\$ 60.00	\$ 1,080.00	\$ 70.20	\$ 1,263.60	\$ 60.00	\$ 1,080.00	\$ 70.84	\$ 1,275.12
43	7030-H-2	DRIVEWAY, GRANULAR	SY	16	\$ 10.00	\$ 160.00	\$ 15.50	\$ 248.00	\$ 18.75	\$ 300.00	\$ 35.00	\$ 560.00	\$ 25.00	\$ 400.00	\$ 8.60	\$ 137.60	\$ 20.57	\$ 329.12
44	7040-A	FULL DEPTH PATCHES	SY	283	\$ 150.00	\$ 42,450.00	\$ 150.00	\$ 42,450.00	\$ 155.00	\$ 43,865.00	\$ 150.00	\$ 42,450.00	\$ 120.00	\$ 33,960.00	\$ 210.00	\$ 59,430.00	\$ 157.00	\$ 44,431.00
45	7040-B	SUBBASE OVER-EXCAVATION	TON	18	\$ 34.00	\$ 612.00	\$ 46.50	\$ 837.00	\$ 39.00	\$ 702.00	\$ 58.00	\$ 1,044.00	\$ 36.00	\$ 648.00	\$ 28.00	\$ 504.00	\$ 41.50	\$ 747.00
46	7040-I	CURB AND GUTTER REMOVAL	LF	244	\$ 8.00	\$ 1,952.00	\$ 3.00	\$ 732.00	\$ 20.50	\$ 5,002.00	\$ 15.00	\$ 3,660.00	\$ 10.00	\$ 2,440.00	\$ 8.20	\$ 2,000.80	\$ 11.34	\$ 2,766.96
47	8020-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	4.8	\$ 150.00	\$ 720.00	\$ 500.00	\$ 2,400.00	\$ 715.00	\$ 3,432.00	\$ 155.00	\$ 744.00	\$ 625.00	\$ 3,000.00	\$ 720.00	\$ 3,456.00	\$ 543.00	\$ 2,606.40
48	8020-C	PAINTED PAVEMENT MARKINGS, DURABLE	STA	3.5	\$ 300.00	\$ 1,050.00	\$ 770.00	\$ 2,695.00	\$ 1,650.00	\$ 5,775.00	\$ 361.00	\$ 1,263.50	\$ 1,450.00	\$ 5,075.00	\$ 1,700.00	\$ 5,950.00	\$ 1,186.20	\$ 4,151.70
49	8020-K	PAVEMENT MARKINGS REMOVED	STA	1.3	\$ 100.00	\$ 130.00	\$ 475.00	\$ 617.50	\$ 1,200.00	\$ 1,560.00	\$ 618.00	\$ 803.40	\$ 1,100.00	\$ 1,430.00	\$ 1,300.00	\$ 1,690.00	\$ 938.60	\$ 1,220.18
50	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 8,750.00	\$ 8,750.00	\$ 9,200.00	\$ 9,200.00	\$ 10,146.00	\$ 10,146.00	\$ 8,250.00	\$ 8,250.00	\$ 9,500.00	\$ 9,500.00	\$ 9,169.20	\$ 9,169.20
51	8940-E	REMOVAL AND SALVAGE OF SIGN	EA	6	\$ 300.00	\$ 1,800.00	\$ 84.00	\$ 504.00	\$ 300.00	\$ 1,800.00	\$ 150.00	\$ 900.00	\$ 275.00	\$ 1,650.00	\$ 320.00	\$ 1,920.00	\$ 225.80	\$ 1,354.80
52	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 1)	AC	0.2	\$ 10,000.00	\$ 2,000.00	\$ 8,400.00	\$ 1,680.00	\$ 16,000.00	\$ 3,200.00	\$ 8,500.00	\$ 1,700.00	\$ 12,000.00	\$ 2,400.00	\$ 17,300.00	\$ 3,460.		

City Council Meeting
 Prep. Date: 12/02/21
 Preparer: Russell Farnum



Agenda Item: # 7
 Agenda Date: 12/06/2021

Communication Page

Agenda Items Description: Approval of Contract with HDR for Design Engineering, Bid and Construction Management services for Apron/Taxiway Improvement at Monticello Airport

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

Attachments & Enclosures:

Draft Agreement, Tasks and Scope

Fiscal Impact:

Budget Line Item:	Airport Improvements
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: This is the engineering contract for the southeast extension of the Taxiway and Apron at the Monticello Airport. The project provides the taxiway connecting the existing airport facilities to potential new hangar areas to the southeast. A concept plan is included with the packet materials. This is part of the Airport’s 5-year Capital Improvement Plan (CIP).

Iowa DOT has provided funding for the design and construction project in the amount of \$64,000, with \$596,700 provided by the FAA. The City’s match, from Airport funds, is \$82,300.

Background Information:

The Monticello Airport, including Federal Fiscal Year (FFE) 2022 NPE (Non-Priority Entitlement) funding will have \$600,000 in its improvements account. Nearly \$150,000 of that will be “rolling off” as it remains unspent from FFY 2019. In addition to that, Iowa DOT has awarded a grant for this project, so the funding splits are outlined below.

Source	Total	Grant Assistance	Local-Monticello
IA DOT AIP	80,000	64,000	16,000
FAA NPE	663,000	596,700	66,300
Total	743,000	660,000	82,300

This project was sized to fit the available FAA NPE dollars, and is timely as the private sector (Weber Stone) has proposed a new 10,000 SF box hangar in this area. This project also opens up more pads for additional private hangars in the future.

Since the project is being funded from 2 different programs, project development will have to be undertaken commensurate with program requirements (design, bidding & construction phases). Project documentation & close out will also differ. Lastly, the projects are related and as such should be designed as a whole and then broken into separate projects.

Early coordination with the private sector is essential. The private sector will be responsible for design and construction of the hangar site. The taxiway elevation will be a factor in determining the hangar floor elevation. It would make the most sense to have the design firm also prepare the site plan for the proposed hangar.

All taxiway and apron improvements must meet FAA design standards.

Staff Recommendation: HDR is the City's official planning and engineering firm for the Airport, and this project is fully funded and part of the Capital Improvements Plan for the Airport. Approval is recommended.

THE CITY OF MONTICELLO, IOWA

RESOLUTION

Approving Agreement for Engineering Services between HDR Engineering, Inc. and the City of Monticello for services and expenses related to the Taxiway Extension Project

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

WHEREAS, The Monticello Airport Board previously presented and the City Council previously approved the Airport Five Year Capital Improvement Plan (CIP), said plan including the Taxiway Extension Project, and

WHEREAS, The Airport Board previously undertook a request for proposals process to identify both an Engineering Firm and an Airport Planner with whom to move forward with on FAA eligible projects, with HDR/Snyder & Associates/Braun Intertec team as Monticello Airport Engineer, for Airfield Development Projects and Airport Planning and Environmental Services, and

WHEREAS, the approval of this agreement is one of the required steps to move forward with a request for FAA funding, which is anticipated at 90% of the project costs, said project being contingent upon the future approval by the FAA of this project, and

WHEREAS, the City Administrator reports that he has been in regular contact with the FAA and working with them to ensure the submittal of all appropriate and required documents.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 6th day of December 2021, that the Contract for Engineering Services between the City of Monticello and HDR Engineering is hereby approved and the Mayor is hereby directed to execute same on behalf of the Monticello City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 6th day of December, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this _____ day of _____, 20_____, between the City of Monticello, Iowa, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER" or "CONSULTANT," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of this Agreement shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER’s Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached HDR Engineering, Inc. Terms and Conditions.

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

“OWNER”

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
“ENGINEER”

BY: _____

NAME: Matthew B. Tondl

TITLE: Senior Vice President

ADDRESS: 1917 South 67th Street
Omaha, NE 68106

EXHIBIT A
TASK ORDER

This Task Order pertains to an Agreement by and between _____, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated _____, 20____, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:
PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER’S FEE:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20__.

"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence.

OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.

ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER

beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.)

and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

TASK ORDER 01

PROJECT NAME: Apron/Taxiway Improvement Design & Bidding Phase Services

This Task Order pertains to an Agreement by and between the City of Monticello, Iowa (the “OWNER”), and HDR Engineering, Inc. (the “ENGINEER”), dated _____ (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

PART 1.0 PROJECT DESCRIPTION:

The City of Monticello, Iowa (OWNER) desires to retain HDR Engineering, Inc. (ENGINEER) to provide design and bidding phase services for Apron/Taxiway Improvement at the Monticello Regional Airport (Project). The Project will be funded in part by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and, therefore, will be completed in accordance with FAA Order 5100.38D *Airport Improvement Program Handbook* and the FAA Central Region *AIP Sponsor Guide*.

The Project includes design of the apron taxilane addition and taxiway connecting the south terminal area to the existing Taxiway A (approximately 734’ of taxilane and 332’ of taxiway) including concrete paving, site grading, airfield lighting and signage improvements, and stormwater management.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

The Work Breakdown Structure (WBS) for this project contains six tasks listed below and described in subsequent sections of this Scope of Services.

Summary of Tasks:

1. Project Administration
 - 1.1. Project Management
 - 1.2. Grant Administration Support
 - 1.3. Quality Control Review of Project Deliverables
2. Design Phase
 - 2.1. Topographic Survey
 - 2.2. Geotechnical Investigation
 - 2.3. Engineer’s Design Report
 - 2.4. Construction Safety & Phasing Plan (CSPP)
 - 2.5. Drawings
 - 2.6. Project Manual
 - 2.7. Project Kickoff and Review Meetings
3. Bidding Phase
 - 3.1. Bidding Documents
 - 3.2. Pre-Bid Conference
 - 3.3. Interpretations, Clarifications, and Addenda

- 3.4. Bid Opening and Evaluation
- 3.5. Contract Award
- 4. Reimbursable Expenses
- 5. Subconsultant – Snyder and Associates, Inc.
- 6. Subconsultant – Braun Intertec,

TASK 1 – PROJECT ADMINISTRATION

ENGINEER will provide project management and cost/schedule controls for the Project. Also included are administrative activities such as grant administration and quality control reviews.

SUBTASKS:

- 1.1. Project Management: Includes activities for ENGINEER to manage subconsultants and monitor project schedules, manpower assignments, and internal cost controls throughout the Project. Also included are efforts to prepare and process invoices and monthly progress reports and to maintain project correspondence.
- 1.2. Grant Administration: ENGINEER will assist the OWNER in completing the required documentation for the Project’s FAA AIP grant application per the FAA Central Region *AIP Sponsor Guide* and Iowa DOT AIP program guidance.
- 1.3. Quality Control Review of Project Deliverables: ENGINEER will conduct internal quality control reviews of project deliverables in accordance with the ENGINEER’s Quality Management System (QMS) manual, based on the fundamental principles and guidelines set forth by the ISO 9001:2015 international standard for quality management.

TASK 2 – DESIGN PHASE

ENGINEER will prepare a set of Bidding Documents that complies with federal, state, and local regulations based on current FAA standards defined in FAA Advisory Circulars (AC) as well as sound engineering principals and best practices. The Project Manual (except for Procurement and Contracting Requirements) and Drawings will be signed and sealed by a licensed Professional Engineer in the State of Iowa.

Following receipt of comments on the deliverables identified in this section from the FAA and/or the OWNER, the ENGINEER will provide a written response to each comment within seven calendar days and hold a teleconference with FAA and/or the OWNER as needed to resolve open comments. Revisions to the deliverable(s) resulting from the comment resolutions will be incorporated into the next design submission or a revised deliverable will be provided within 14 calendar days if there are no further submissions planned.

SUBTASKS:

- 2.1. Topographic Survey: ENGINEER will obtain a topographic survey of the project site including airfield lighting features along the project site and upstream and downstream stormwater management features. The survey will be completed in the NAD83 Iowa State Planes, US Foot coordinate system. ENGINEER will review the site survey with the project surveyor to verify that topographic, pavement, and utilities information within the project site have been properly identified. A PDF plot of the survey will be

furnished to the OWNER, signed and sealed by a Registered Land Surveyor in the State of Iowa. Topographic survey will be provided by Snyder and Associates, Inc.

- 2.2. Geotechnical Investigation: ENGINEER will obtain a geotechnical investigation of the project site and a geotechnical report to support the design of airfield concrete pavement. This scope of work includes a total of six (6), 10-foot soil borings. Laboratory tests will be performed per ASTM standards to obtain the soil parameters necessary to complete the design. ENGINEER will review the laboratory results and geotechnical report provided by the geotechnical sub-consultant to verify that the information is accurate and suitable the design of airfield concrete pavement. Geotechnical investigation will be provided by Braun Intertec, Inc. and the final geotechnical report will be furnished to the OWNER.
- 2.3. Engineer's Design Report: ENGINEER will prepare an Engineer's Design Report that documents the design considerations, engineering analysis and design selections that occur early in the project design phase. The report will justify the design decisions made and provide rationale for the selections based on aircraft requirements, economic analysis of alternative designs, site conditions, and airport operational concerns.

The general outline of the Engineer's Design Report, subject to minor modifications, will be as shown below:

- General Scope of the Project
- Photographs
- Listing of Applicable AIP Standards
- Considerations for Airport Operational Safety
- Pavement Design
- Drainage Design
- Airfield Lighting and Signage
- NAVAIDS
- Pavement Marking
- Environmental Considerations
- Utility Lines in Work Area
- Miscellaneous Work Items
- Application of Life Cycle Cost Analysis
- Sponsor Requested Modifications to AIP Construction Standards
- Delineation of AIP Non-Participating Work
- DBE Participation
- Project Schedule
- Engineer's Estimate of Probable Cost
- Preliminary Project Budget
- Pre-Design Meeting Minutes

ENGINEER will submit the Engineer's Design Report to FAA and the OWNER for review and comment at the 30% design stage.

- 2.4. Construction Safety & Phasing Plan (CSPP): ENGINEER will prepare a Construction Safety & Phasing Plan (CSPP) per the requirements described in FAA AC 150/5370-2G *Operational Safety on Airports During Construction* and submit the CSPP to FAA via the Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) portal. The goal of the CSPP is to identify aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard.

The general outline of the CSPP, subject to minor modifications, will be as shown below:

- Coordination
- Phasing
- Areas and Operations Affected by the Construction Activity
- Protection of Navigational Aids (NAVAIDs)
- Contractor Access
- Wildlife Management
- Foreign Object Debris (FOD) Management
- Hazardous Materials (HAZMAT) Management
- Notification of Construction Activities
- Inspection Requirements
- Underground Utilities
- Penalties
- Special Conditions
- Runway and Taxiway Visual Aids
- Marking and Signs for Access Routes
- Hazard Marking and Lighting
- Work Zone Lighting for Night Construction
- Protection of Runway and Taxiway Safety Areas, Object Free Areas, Obstacle Free Zones, and Approach/Departure Surfaces
- Other Limitations on Construction

ENGINEER will submit a CSPP to FAA and the OWNER at the 30% and 90% design stages for review and comment.

2.5. Drawings: ENGINEER will develop project drawings to graphically illustrate the physical location and dimensions of project elements in an accurate and concise manner.

The anticipated set of drawings includes the following sheets:

- Cover Sheet
- Construction Safety & Phasing Plan
- Survey Control
- Stormwater Pollution Prevention Plan
- Site Demolition Plan
- Pavement Plan
- Typical Sections
- Pavement Details
- Pavement Jointing Plan
- Spot Elevations
- Pavement Marking Plan
- Grading & Storm Drainage Plan
- Airfield Lighting & NAVAIDs Plan
- Airfield Lighting & NAVAIDs Details

ENGINEER will submit 30% drawings to the OWNER and FAA for review and comment.

ENGINEER will submit 90% drawings to FAA and the OWNER for review and comment and will submit the final bidding documents to FAA and the OWNER following comment resolution from the 90% design submittal.

ENGINEER will seek and obtain a “Pavement Design Approval Letter” from FAA Central Region prior to advertising the project for bidding.

ENGINEER will produce a Stormwater Pollution Prevention Plan (SWPPP) for the project and obtain a “Stormwater Discharge Authorization” from the Iowa Department of Natural Resources prior to advertising the project for bidding.

ENGINEER will review the proposed grading plan with the Monticello Regional Airport staff.

2.6. Project Manual: ENGINEER will prepare a project manual consisting of the following components:

- Procurement and Contracting Requirements
 - Advertisement for Bids
 - Instructions to Bidders
 - Proposal Forms
 - General Conditions
 - Supplementary Conditions
 - Contract Agreement Form

- Federal Contract Provisions
- General Provisions
- Technical Specifications

As a condition of receiving an AIP grant, the project manual will conform to AIP procurement provisions and the standards and guidelines established within applicable Advisory Circulars (AC 150/5370-10H: *Standard Specifications for Construction of Airports*) or accepted industry standards if FAA standards do not exist.

ENGINEER will submit an outline of the project manual to the OWNER and FAA at the 30% design stage for review and comment.

ENGINEER will submit a pre-final project manual to FAA and the OWNER at the 90% design stage for review and comment and will submit the final bidding documents to FAA and the OWNER following comment resolution from the 90% design submittal.

The ENGINEER will seek and obtain an “Authorization to Bid” from FAA Central Region prior to advertising the project for bidding.

- 2.7. Project Kickoff and Review Meetings: ENGINEER will organize and lead an in-person project kickoff meeting at the airport with the OWNER within one-week following Notice-to-Proceed. The purpose of the meeting will be the review the project scope and schedule, address OWNER concerns, visit the project site, and collect data to facilitate the development of the project deliverables.

ENGINEER will organize and lead in-person design review meetings at the airport or other nearby location with the OWNER approximately one-week following the 30% and 90% design submittals. The purpose of the meetings will be to provide updates on project schedule, discuss OWNER and FAA review comments on deliverables, and visit the project site as needed.

TASK 2 DELIVERABLES:

1. Final Topographic Survey PDF plot
2. Final Geotechnical Report
3. 30% Design Submittal
 - Engineer’s Design Report – to OWNER and FAA
 - Resolve comments and re-submit to FAA for final concurrence
 - Construction Safety & Phasing Plan (CSPP) – to OWNER and FAA
 - Resolve comments and incorporate edits into 90% CSPP
 - Drawings – to OWNER
 - Resolve comments and incorporate edits into 90% drawings
 - Project Manual Outline – to OWNER
 - Resolve comments and incorporate edits into 90% project manual
4. 90% Design Submittal

- Construction Safety & Phasing Plan (CSPP) – to OWNER and FAA
 - Resolve comments and re-submit to FAA for final concurrence
 - Drawings – to OWNER and FAA
 - Resolve comments and incorporate edits into bidding documents
 - Project Manual – to OWNER and FAA
 - Resolve comments and incorporate edits into bidding documents
5. Bidding Documents
- Drawings – to OWNER and FAA
 - print and ship to OWNER six hard copies, full size (22” x 34”)
 - Project Manual – to OWNER and FAA
 - print and ship to OWNER six hard copies (8.5” x 11”)

TASK 3 – BIDDING PHASE

ENGINEER will assist the OWNER with procuring a construction contractor to perform the work defined in the bidding documents.

SUBTASKS:

- 3.1. Bidding Documents: ENGINEER will print and ship up to six hard copies of the Issued for Bidding project manual and full-size (22” x 34”) drawings to be made available to prospective bidders. ENGINEER will open and manage a project on the QuestCDN plan room site on behalf of the City of Monticello, act as the soliciting agent, and post the bidding documents at the direction of the OWNER.
- 3.2. Pre-Bid Conference: ENGINEER will organize and lead a pre-bid conference at the MXO Terminal Building to clarify and explain construction methods, procedures, and safety measures required by the contract. The pre-bid conference will include a site visit for prospective bidders coordinated with airfield management.
- 3.3. Interpretations, Clarifications, and Addenda: ENGINEER will respond to prospective bidder’s questions during solicitation and issue addenda as needed.
- 3.4. Bid Opening and Evaluation: ENGINEER will attend the bid opening with the OWNER at the MXO Terminal Building, evaluate bids, develop a bid tabulation for the project, and provide a recommendation to the City on the award to the lowest responsive and responsible bidder. ENGINEER will evaluate bids for responsiveness looking for issues such as bid errors, proper extension of all unit prices, bid irregularities, unbalanced bids, bidder responsiveness, bid guarantee, qualified bids, DBE utilization, and Buy America Certifications.
- 3.5. Contract Award: ENGINEER will prepare a Request for Concurrence with Award of Contract and submit to FAA and assist the OWNER with executing the construction contract with the successful bidder per FAA requirements. ENGINEER will issue a Notice-to-Proceed to the contractor on behalf of the OWNER.

TASK 3 DELIVERABLES:

1. Interpretations, Clarifications, and Addenda during solicitation
2. Bid Tabulation
3. Recommendation for Award
4. Request for Concurrence with Award of Contract
5. Notice-to-Proceed to Contractor

TASK 4 – REIMBURSABLE EXPENSES

Reimbursable expenses will be charged to Task 4. Expense types may include:

- Car Rental
- Express Mail/Postage/Freight
- Fuel – Car Rental
- Meals
- Office / Field Supplies
- Reproduction

TASK 5 – SUBCONSULTANT – SNYDER AND ASSOCIATES, INC.

Subconsultant payments to Snyder and Associates, Inc. will be charged to Task 5.

TASK 6 – SUBCONSULTANT – Braun Intertec

Subconsultant payments to Braun Intertec will be charged to Task 6.

TENTATIVE PROJECT SCHEDULE (SUBJECT TO CHANGE)

November 17th, 2021: Assumed Notice-to-Proceed
 November 30th, 2021: Final topographic survey received
 December 3rd, 2021 – 30% Design Submittal
 December 22nd, 2021 - FAA Comment on Engineer’s Design Report and CSPP Received
 December 22nd, 2021: Final geotechnical report received
 January 12th, 2022 – 90% Design Submittal
 January 28th, 2022 – FAA Comment on 90% Drawings and Project Manual Received
 February 4th, 2022 – Project Posted for Bidding
 March 7th, 2022 – Bid Opening at MXO Terminal Building
 April 1st, 2022 – FAA Deadline to Submit FY2022 Grant Applications Based on Bids
 April 4th, 2022 – Award of Construction Contract
 April 29th, 2022 - Anticipated End of Task Order

ASSUMPTIONS

- Construction phase services are not included as part of this task order. These services may be provided as part of a supplemental task order.

- The ENGINEER assumes that downstream stormwater management impacts caused by this project are negligible, and no modification to the storm drainage network downstream of the project site is needed.
- The ENGINEER assumes Monticello Regional Airport staff will coordinate Lease Hold tenants.

PART 3.0 OWNER’S RESPONSIBILITIES:

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

PART 4.0 PERIODS OF SERVICE:

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Part 2.0 by April 29th, 2022, or at such other time as may be mutually agreed between the parties.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER’S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER’S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER’S compensation shall be equitably adjusted.

PART 5.0 ENGINEER’S FEE:

Compensation for ENGINEER’S services under this Agreement shall be on the basis of lump sum. The amount of the lump sum is Sixty-Three Thousand and Five-Hundred dollars (\$63,500).

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

PART 6.0 OTHER:

Additional federal contract provisions required for projects funded by the Airport Improvement Program, which are attached to this task order, are incorporated into this Agreement by this reference as if fully set forth herein.

This Task Order is executed this __ day of _____, 2021.

CITY OF MONTICELLO, IOWA
“OWNER”

HDR ENGINEERING, INC.
“ENGINEER”

BY: _____

BY: _____

NAME: Russ Farnum

TITLE: City Administrator

ADDRESS: 200 East First Street
Monticello, Iowa 52310

NAME: Matthew B. Tondl

TITLE: Senior Vice President

ADDRESS: 1917 South 67th Street
Omaha, NE 68106

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The

Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are

incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
- 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.



**Apron/Taxiway Improvement
Design and Bidding Phase Services
Monticello Regional Airport, Iowa**



Tasks	Hours	Fee
TASK 1 - PROJECT ADMINISTRATION		
1.1 Project Management	44	\$6,194
1.2 Grant Administration	24	\$4,196
1.3 Quality Control Review of Project Deliverables	10	\$1,932
Subtotals	78	\$12,322
TASK 2 - DESIGN PHASE		
2.1 Topographic Survey	4	\$348
2.2 Geotechnical Investigation	4	\$587
2.3 Engineer's Design Report	20	\$2,220
2.4 Construction Safety & Phasing Plan (CSPP)	20	\$2,220
2.5 Drawings	93	\$10,569
2.6 Project Manual	20	\$2,935
2.7 Project Kickoff and Review Meetings	30	\$4,924
Subtotals	191	\$23,803
TASK 3 - BIDDING PHASE		
3.1 Bidding Documents	8	\$1,179
3.2 Pre-Bid Conference	12	\$1,938
3.3 Interpretations, Clarifications, and Addenda	4	\$590
3.4 Bid Opening and Evaluation	8	\$1,343
3.5 Contract Award	8	\$1,179
Subtotals	40	\$6,229
<hr style="border: 2px solid red;"/>		
Total Direct Labor + Overhead + Profit	309	\$42,354
Task 4: Other Direct Costs (ODC)		\$2,596
Task 5: Subconsultant - Snyder & Associates		\$9,800
Task 6: Subconsultant - Braun Intertec, Inc.		\$8,750
Total Fee		\$63,500

TASK ORDER 02

PROJECT NAME: Apron/Taxiway Improvement Construction Phase Services

This Task Order pertains to an Agreement by and between the City of Monticello, Iowa (the “OWNER”), and HDR Engineering, Inc. (the “ENGINEER”), dated _____ (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

PART 1.0 PROJECT DESCRIPTION:

The City of Monticello, Iowa (OWNER) desires to retain HDR Engineering, Inc. (ENGINEER) to provide construction phase services for Apron/Taxiway Improvement at the Monticello Regional Airport (Project). The Project will be funded in part by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and, therefore, will be completed in accordance with FAA Order 5100.38D *Airport Improvement Program Handbook* and the FAA Central Region *AIP Sponsor Guide*.

The Project includes expansion of the apron taxilane addition and taxiway connecting the south box hangar and tee hangar to the existing Taxiway A (approximately 734’ of taxilane and 332’ of taxiway) including concrete paving, site grading, airfield lighting and signage improvements, and stormwater management.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

The Work Breakdown Structure (WBS) for this project contains six tasks listed below and described in subsequent sections of this Scope of Services.

Summary of Tasks:

1. Project Administration
 - 1.1. Project Management
 - 1.2. Grant Administration Support
 - 1.3. Quality Control Review of Project Deliverables
2. Construction Phase
 - 2.1. Construction Management Program (CMP)
 - 2.2. Pre-Construction Conference
 - 2.3. NOTAMs and FAA Form 7460
 - 2.4. Review and Approve Submittals
 - 2.5. Contract Modifications
 - 2.6. Contractor Payment Requests
 - 2.7. Monitoring Labor and Civil Rights Requirements
 - 2.8. On-Site Construction Observation
 - 2.9. Quality Assurance (QA) Testing
 - 2.10. Daily and Weekly Reports

- 2.11. FAA Quarterly Performance Reports
- 2.12. Final Inspection
- 3. Grant Closeout
 - 3.1. Final Construction Report
 - 3.2. Record Documents
 - 3.3. Sponsor Amendment Request Letter (as needed)
 - 3.4. As-Built Airport Layout Plan
 - 3.5. As-Built Airports GIS
 - 3.6. Part 139 Signage and Marking Plan
 - 3.7. Airport Diagram Modification
- 4. Reimbursable Expenses
- 5. Subconsultant

TASK 1 – PROJECT ADMINISTRATION

ENGINEER will provide project management and cost/schedule controls for the Project. Also included are administrative activities such as grant administration and quality control reviews.

SUBTASKS:

- 1.1. Project Management: Includes activities for ENGINEER to manage subconsultants and monitor project schedules, manpower assignments, and internal cost controls throughout the Project. Also included are efforts to prepare and process invoices and monthly progress reports and to maintain project correspondence.
- 1.2. Grant Administration: ENGINEER will assist the OWNER and Iowa DOT as needed to complete required documentation for the Project's FAA AIP grant per the FAA Central Region *AIP Sponsor Guide*.
- 1.3. Quality Control Review of Project Deliverables: ENGINEER will conduct internal quality control reviews of project deliverables in accordance with the ENGINEER's Quality Management System (QMS) manual, based on the fundamental principles and guidelines set forth by the ISO 9001:2015 international standard for quality management.

TASK 2 – CONSTRUCTION PHASE

ENGINEER will act as the Engineer and Resident Project Representative (RPR) during the construction phase of the Project (as defined in the project specifications) and will provide and maintain competent technical supervision at the construction site throughout the life of the Project. Services will be in accordance with FAA AIP Sponsor Guide No. 1000 - *Construction Phase*. The purpose of this role is to verify Contractor conformance with the approved plans and specifications as well as with AIP standards. This scope of services and Not-to-Exceed amount is based on a contract time (notice-to-proceed to substantial completion) of 150 calendar days including a 60-calendar day period from initial land disturbance to final site stabilization.

SUBTASKS:

- 2.1. Construction Management Program (CMP): ENGINEER will complete a Construction Management Program (CMP) for the Project per the requirements described in FAA

AIP Sponsor Guide No. 1030 - *Construction Management Program* and FAA AC 150/5370-12B: *Quality Management for Federally Funded Airport Construction Projects*. The CMP details the measures and procedures necessary to verify compliance with the quality control provisions of the construction contract. The completed CMP will be submitted to FAA at least ten days prior to the pre-construction meeting and prior to issuance of a Notice-to-Proceed to the Contractor. ENGINEER will address FAA comments on the CMP within 7 calendar days of receipt of comments.

- 2.2. Pre-Construction Conference: ENGINEER will organize and lead an on-site pre-construction conference shortly after the award of the construction contract in accordance with FAA AIP Sponsor Guide No. 1040 - *Preconstruction Conference: Development Projects*. The pre-construction conference offers a forum for all interested parties to discuss the scope of the project and its impact on normal airport operations. The primary purpose of the conference is to thoroughly discuss critical project issues such as contract requirements, operational safety, construction phasing and sequencing, airport security, quality control, acceptance testing, labor requirements, EEO obligations, DBE requirements and other pertinent matters. ENGINEER will schedule the pre-construction conference immediately following FAA's concurrence with the award of contract to the apparent low bid Contractor and prepare an agenda and meeting minutes.
- 2.3. NOTAMs and FAA Form 7460: ENGINEER will work with the Airport Manager to issue Notices to Airmen (NOTAM) as required during construction and create and manage airspace cases for construction equipment and stockpiles on the FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) website.
- 2.4. Review and Approve Submittals: ENGINEER will review shop drawing submittals for general conformance with the approved contract drawings and specifications and verify conformity with AIP provisions of the contract such as compliance with Buy America provisions. This review will note any deviations or exceptions made by the Contractor. This task's Not-to-Exceed amount includes initial review of each submittal identified in the project's front-end documents and technical specifications prepared by the ENGINEER and review of one re-submittal. Excessive re-submittals may require a contract amendment to increase the Not-to-Exceed amount.
- 2.5. Contract Modifications: ENGINEER will review and respond to requests for interpretation, issue field orders as necessary, review and respond to Contractor change proposals, and facilitate construction contract modifications per the provisions of the construction contract and the FAA Central Region *AIP Sponsor Guide*.
- 2.6. Contractor Payment Requests: ENGINEER will review monthly contractor applications for payment and verify installed construction quantities. For each application for payment, ENGINEER will either indicate in writing a recommendation of payment and present the application to the OWNER or return the application to the Contractor indicating in writing reasons for refusing to recommend payment. This subtask includes survey spot checks on alignment, verifying proper cross sections of the completed pavement layers, and verifying final cross sections. Miscellaneous surveying services will be provided by a subconsultant.

- 2.7. Monitoring Labor and Civil Rights Requirements: ENGINEER will verify that the Contractor complies with applicable labor and civil rights noted in the construction contract and federal provisions throughout the Project. Tasks include:
- weekly review of payroll records and wage rate interviews (frequency as necessary) to ascertain the Contractor compliance with the applicable wage rate determination;
 - monitoring of the Contractor's work force to verify proper classifications for the work being performed;
 - verification of the Contractor's compliance with applicable requirements of the E.E.O provision;
 - monitoring and verification of actual participation by DBE subcontractors including commercial useful functions;
 - confirmation that the Contractor has properly posted the required notices in a prominent and conspicuous location.
- 2.8. On-Site Construction Observation: ENGINEER will provide on-site construction observation as needed to maintain competent technical supervision at the construction site throughout the duration of the Project. Tasks include:
- provide qualified Resident Project Representative (RPR) to monitor Contractor's conformance with Contract requirements;
 - document Contractor's performance, observe acceptance testing of construction materials and verify installed construction quantities;
 - coordinate Contractor's activities and progress with the Owner;
 - monitor Contractor's compliance with approved CSPP;
 - maintain construction diary that documents daily work activities and contract time;
 - prepare and submit progress reports;
 - attend and conduct a final walk through and inspection of the completed project with the Contractor and Owner;
 - monitor completion of punch list items.

This task's Not-to-Exceed amount is based on up to 160 hours of on-site inspection by the RPR. In addition, 24 hours are included for the Engineer to be on-site at the start of critical operations such as concrete placement and as needed throughout the Project.

- 2.9. Quality Assurance (QA) Testing: ENGINEER will subcontract a testing laboratory meeting the requirements described in FAA AIP Sponsor Guide Nos. 1030 - *Construction Management Program* to perform Quality Assurance (QA) testing per the P-501 Cement Concrete Pavement project specification.
- 2.10. Daily and Weekly Reports: ENGINEER will maintain records that sufficiently describe the work accomplished:
- 2.10.1. Daily Records: At a minimum, the following will be recorded each day:

- Daily weather conditions and temperatures;
- Worked accomplished that day, including exact location;
- Work day count and contract time;
- Percentage estimate of physical work completed to date;
- Hours worked per day;
- Quality and Quantity of material delivered on-site;
- Type and amount of equipment in use;
- Size of work force including presence of Contractor's supervisor;
- Acceptance tests conducted and results obtained;
- Corrective actions taken by the Contractor;
- Status of approved Safety Plan measures;
- Identification of critical construction issues.

2.10.2. Weekly Reports: ENGINEER will prepare weekly construction progress and inspection reports conforming to FAA Form 5370-1. ENGINEER will send the completed forms to FAA.

2.11. FAA Quarterly Performance Reports: ENGINEER will prepare and submit to FAA Quarterly Performance Reports using the form provided by FAA Central Region (<https://www.faa.gov/airports/central/aip/>).

2.12. Final Inspections: ENGINEER will organize and conduct final inspections for the Project per FAA AIP Sponsor Guide No. 1074 - *Final Acceptance* and prepare a record of the final inspection that identifies the date of the inspection, those present, and outstanding issues that affect final acceptance. The record will note any deficiencies and unfinished work along with a date for completion of any corrective action. The record of final inspection will include a statement that indicates whether or not the ENGINEER finds the project work be in substantial compliance with the requirements of the contract. ENGINEER will assist the OWNER with completion of FAA Form 5100-129 *Construction Project Final Acceptance - Airport Improvement Program Sponsor Certification*.

TASK 3 – GRANT CLOSEOUT

ENGINEER will provide the necessary grant close-out documentation in accordance with FAA AIP Sponsor Guide No. 1600 – *Grant Closeout*. Barring unforeseen circumstances, the closeout documentation will be complete within 90 days of the Owner’s acceptance of the Project from the Contractor.

3.1. Final Construction Report: At the end of the project, ENGINEER will prepare a Final Construction Report per FAA AIP Sponsor Guide No. 1620 – *Construction Project Closeout*. Content will include:

- Brief Narrative of Work Accomplished;

- Project Photographs;
 - Summary of Key Milestone Dates;
 - Contract Time;
 - Labor Provisions;
 - Environmental Requirements;
 - Summary of DBE Utilization;
 - Contract Change Orders and Quantity Adjustments;
 - Construction Material Testing and Acceptance.
- 3.2. Record Documents: ENGINEER will prepare and distribute a record set of documents to include: Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings.
- 3.3. Sponsor Amendment Request Letter (as needed): If required, the ENGINEER will author a written request to the FAA to amend the AIP grant amount and provide adequate justification for any increases. Such an amendment may be required based on final, installed work quantities.
- 3.4. As-Built Airport Layout Plan: ENGINEER will update MXO's Airport Layout Plan to show the apron improvements and obtain conditional approval from FAA Central Region.
- 3.5. As-Built Airports GIS: ENGINEER will update Airports GIS (AGIS) to show the apron improvements. The data will be validated and verified by the NOAA.
- 3.6. Airport Diagram Modification: ENGINEER will assist the Sponsor and coordinate with FAA Central Region to modify MXO's Airport Diagram to reflect the geometry changes to the terminal apron.

TASK 4 – REIMBURSABLE EXPENSES

Reimbursable expenses will be charged to Task 4. Expense types may include:

- Car Rental
- Express Mail/Postage/Freight
- Fuel – Car Rental
- Meals
- Office / Field Supplies
- Reproduction

TASK 5 – SUBCONSULTANT.

Subconsultant payments will be charged to Task 5 as needed.

PROJECT DELIVERABLES

1. Construction Management Program (CMP)
2. Pre-Construction Conference Meeting Minutes
3. FAA OE/AAA Airspace Cases

4. Engineer's Responses to Contractor Submittals
5. Contract Modifications
6. Engineer's Recommendations for Contractor Payment Requests
7. Daily Construction Observation Records
8. Weekly Construction Progress and Inspection Reports
9. FAA Quarterly Performance Report(s)
10. Quality Assurance (QA) Test Results
11. Record of Final Inspection
12. Final Construction Report
13. Record Documents
14. Sponsor Amendment Request Letter (as needed)
15. As-Built Airport Layout Plan, Airports GIS, Part 139 Signage and Marking Plan, and Airport Diagram Modification

TENTATIVE PROJECT SCHEDULE (SUBJECT TO CHANGE)

March 25th, 2022: Submit Draft Construction Management Program (CMP)

April 8th, 2022: Submit Final Construction Management Program (CMP)

April 25th, 2022: Pre-Construction Conference

Spring/Summer 2022: Construction - Submit Construction Observation Records, Review Submittals and Contractor Payment Requests, Execute Construction Contract Modifications, etc.

Summer/Fall 2022 – Final Inspection, Final Construction Report, and Grant Closeout Activities

October 31st, 2022 – Anticipated End of Contract

ASSUMPTIONS

- The Construction Contract Time from Notice-to-Proceed to Final Completion is 180 calendar days including a 60-calendar day period from initial land disturbance to final site stabilization.
- No significant labor or civil rights compliance issues will be encountered during the project requiring detailed investigation.
- Quality Assurance (QA) testing will only be performed as required in the P-501 Cement Concrete Pavement specification. Other QA testing activities have been delegated in the project specifications to the Contractor's lab in the presence of the RPR.
- Construction staking is not included in this Scope of Services. The Contractor is responsible to establish all layout required for the construction of the project.

PART 3.0 OWNER'S RESPONSIBILITIES:

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

PART 4.0 PERIODS OF SERVICE:

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Part 2.0 by **October 31st, 2022**, or at such other time as may be mutually agreed between the parties.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

PART 5.0 ENGINEER'S FEE:

Compensation for ENGINEER'S services under this Task Order 02 shall be on the basis of cost-plus-fixed-fee. ENGINEER'S fixed fee will be Three-Thousand Nine-Hundred and Fourteen dollars (\$3,914). Cost shall be an amount equal to salary cost times a factor of 147.06. Reimbursable expenses incurred in connection with such services shall be in addition to ENGINEER'S compensation.

Total compensation for ENGINEER'S services under this Agreement shall not exceed Forty-Seven Thousand dollars (\$47,000).

Compensation terms are defined as follows:

Cost, as used in "Cost-Plus-Fixed Fee," shall mean Direct Labor Cost plus Overhead Costs, plus Reimbursable Expense.

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Fixed Fee shall mean a fixed amount of fee that is added to the Cost in a Cost-Plus-Fixed Fee basis of payment. The sum of Cost and Fixed Fee shall be the compensation for the Scope of Services. The Costs may vary, but the Fixed Fee shall remain the same provided the Scope of Services does not change.

Overhead Costs, as used in "Cost-Plus-Fixed Fee," shall mean indirect costs which include payroll and administrative expenses. For this Agreement, overhead costs shall be One-Hundred Forty-Seven and Six-Hundredth's percent (147.06%) of Direct Labor Cost.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense.

PART 6.0 OTHER:

Additional federal contract provisions required for projects funded by the Airport Improvement Program, which are attached to this task order, are incorporated into this Agreement by this reference as if fully set forth herein.

This Task Order is executed this ____ day of _____, 2021.

CITY OF MONTICELLO, IOWA
"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: _____

NAME: Russ Farnum

NAME: Matthew B. Tondl

TITLE: City Administrator

TITLE: Senior Vice President

ADDRESS: 200 East First Street
Monticello, Iowa 52310

ADDRESS: 1917 South 67th Street
Omaha, NE 68106

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The

Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are

incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

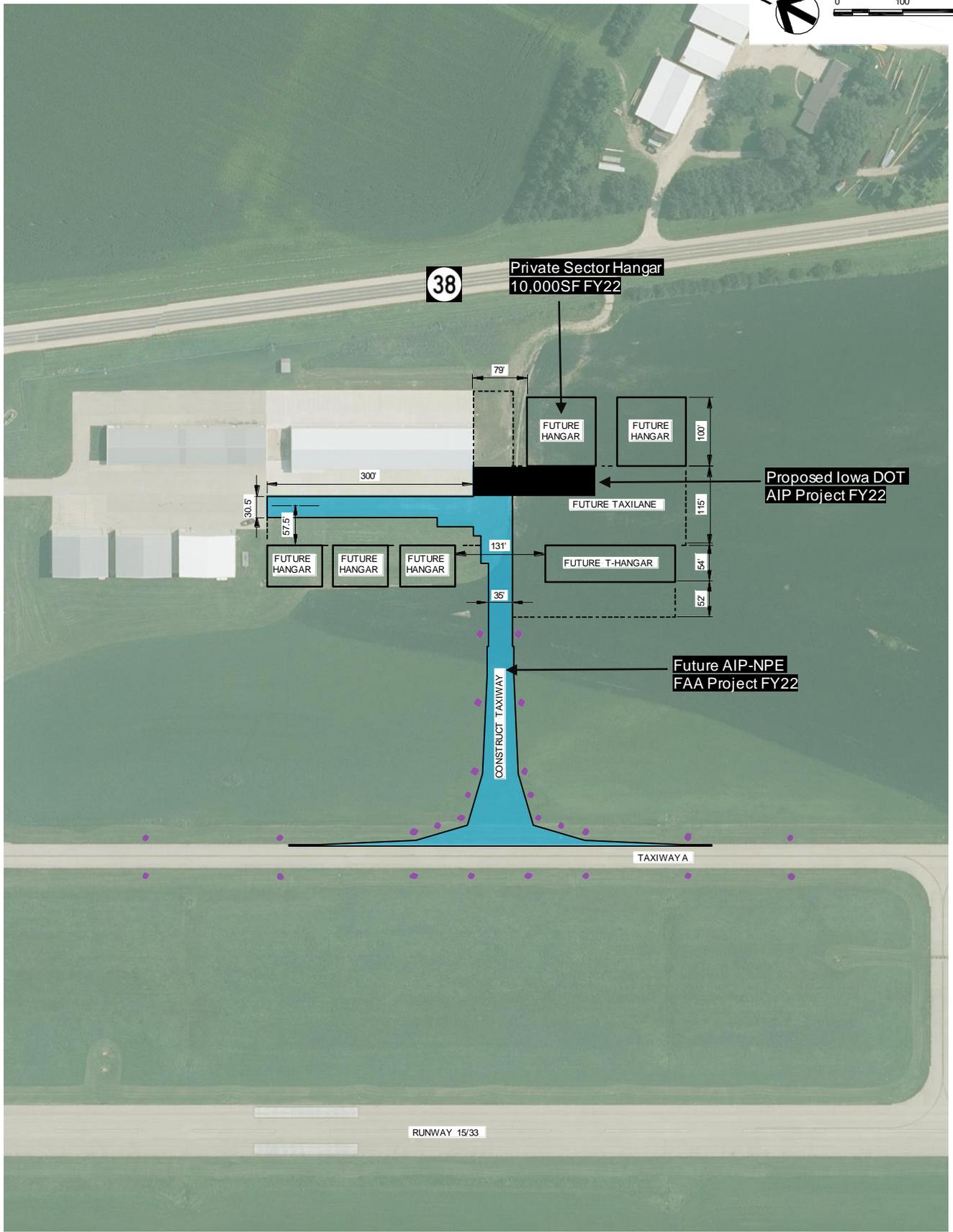
Contractor must include this requirement in all subcontracts that exceeds \$150,000.



MXO Apron/Taxiway Improvement
Construction Phase Services
Monticello Regional Airport, Iowa



Tasks	Hours	Cost
TASK 1 - PROJECT ADMINISTRATION		
1.1 Project Management	36	\$4,553
1.2 Grant Administration	16	\$2,737
1.3 Quality Control Review of Project Deliverables	4	\$637
Subtotals	56	\$7,927
TASK 2 - CONSTRUCTION PHASE		
2.1 Construction Management Program (CMP)	6	\$808
2.2 Pre-Construction Conference	8	\$1,149
2.3 NOTAMs and FAA Form 7460	2	\$269
2.4 Review and Approve Submittals	12	\$1,616
2.5 Contract Modifications	4	\$539
2.6 Contractor Payment Requests	6	\$808
2.7 Monitoring Labor and Civil Rights Requirements	4	\$539
2.8 On-Site Construction Observation	192	\$20,118
2.9 Quality Assurance (QA) Testing	12	\$1,186
2.10 Daily and Weekly Reports	8	\$1,077
2.11 FAA Quarterly Performance Reports	2	\$269
2.12 Final Inspection	8	\$1,223
Subtotals	264	\$29,601
TASK 3 - GRANT CLOSEOUT		
3.1 Final Construction Report	4	\$946
3.2 Record Documents	2	\$17,728
3.3 Sponsor Amendment Request Letter	2	\$109
3.4 As-Built Airport Layout Plan	2	\$109
3.5 As-Built GIS	2	\$430
3.6 Airport Diagram Modification	2	\$269
Subtotals	14	\$19,591
Estimated Cost = Direct Labor + Overhead (147.03%)		
	334	\$39,413
Fixed Fee		
		\$3,941
Reimbursable Expenses:		
Task 3: Reimbursable Expenses		\$3,646
Total Compensation Not-to-Exceed		\$47,000



CONSTRUCT TAXIWAY



MONTICELLO REGIONAL AIRPORT
MONTICELLO, IOWA

DATE
14 April 2021
EXHIBIT NO.
EXHIBIT 1

City Council Meeting
Prep. Date: 12/01/2021
Preparer: Sally Hinrichsen



Agenda Item: # 8
Agenda Date: 12/06/2021

Communication Page

Agenda Items Description: Resolution to approve standard Residential Tax Abatement related to property located at 502 Locust Court, Monticello

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:	

Synopsis: Abatement Application filed by Loren & Lois Freese related to residential improvements constructed at 502 Locust Court, Monticello, Iowa

Background Information: This Resolution provides the tax abatement as set out in the Code for residential properties. The new value added by the improvement, up to \$75,000, is exempt from taxation for five years.

Staff Recommendation: Staff recommend that the Council approve the proposed resolution providing for the Standard Tax Abatement as set out above.

The City of Monticello, Iowa

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

RESOLUTION

Approving Loren & Lois Freese Tax Abatement Application related to Residential Improvements constructed at 502 Locust Court, Monticello, Iowa

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

WHEREAS, Loren & Lois Freese have completed and filed an Application for Tax Abatement related to residential property located at 502 Locust Court and

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

WHEREAS, The Council further finds that the estimated completion date of the improvements was October 15, 2021, and finds, based thereon, that the Jones County Assessor will need to determine how many years of tax abatement remain on this property, being tied to the date on which the property was deemed to be 100% complete for taxation purposes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Application for Tax Abatement filed by Loren & Lois Freese as set forth above, consistent with Chapter 10 of the Monticello Code of Ordinances, said Application bearing the date of October 20, 2021 and being signed Lois Freese and further directs the Monticello City Clerk to file same with the Jones County Assessor as prescribed by law.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 6th day of December, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 10/21/2021
Preparer: Britt Smith



Agenda Item: # 9
Agenda Date: 12/06/2021

Communication Page

Agenda Items Description: Ordinance for the addition of a no parking zones.

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: To amend Chapter 69.08 No Parking Zones:

- add South Gill Street on the East Side from First Street to Bradview Court.
- add North Maple Street on the West Side from 3rd Street 100 feet South.
- add East South Street on the North Side from Cedar Street to Main Street.
- add South Elm Street on the East Side from First Street to Grand Street.

Background Information:

The South Gill Street No Parking Zone request comes from a resident of Park Drive. South Gill Street serves as one of the only two exits of the Faust's Willow Ridge Addition. With parking permitted on both sides of the street it makes only one lane passable for ingress and egress to the addition. In previous years, none of the residents along this section of roadway ever used the street parking. As new residents have moved in, parking became utilized on both sides of the street. I had personally spoken to the resident on the East side and requested they only park on the West side of the street. The resident agreed and complied which resolved the issue without formal changes within the code. A new resident has moved in and has again started using the East side for parking. In addition to this, cars routinely park on South Gill during Funerals and Visitations at Goettsch's. Making this a posted No Parking Zone will eliminate this issue.

The North Maple Street No Parking Zone for Sacred Heart School bus drop off has already been approved by the Council and signs have been placed, we had planned to add it to the Code of Ordinances the next time we made a revision.

The East South Street No Parking Zone is currently a signed no parking zone along the North side of the street. This was signed as no parking when the South Street reconstruction project was done a few

years ago, but never added into the code. Adding it now would just match our code with current practice.

The South Elm Street No Parking Zone request comes from a business owner along this section of street. Permitting parking in this area was of more significant importance when the school was in use, but now just causes congestion for two-way traffic with a narrow street.

Staff Recommendation: I recommend that the Council consider approval of the Ordinances to Chapter 69 of the City of Monticello Code of Ordinances. (3rd and final reading)

ORDINANCE NO. 750

An Ordinance Amending the Code of Ordinances of the City of Monticello, Iowa, by Adding New Subsections to Chapter 69, Parking Regulations, Section 08 No Parking Zones on portions of South Gill Street, North Maple Street, East South Street and South Elm Street.

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

Section 1: NEW SUBSECTION. The Code of Ordinances of the City of Monticello, Iowa, is amended by adding the new Subsections 29, 30, 31 and 32, which are hereby adopted to read as follows:

29. South Gill Street on the East Side from First Street to Bradview Court.
30. North Maple Street on the West Side from 3rd Street 100 feet South.
31. East South Street on the North Side from Cedar Street to Main Street.
32. South Elm Street on the East Side from First Street to Grand Street.

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

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

Passed by the Council the _____ day of _____, 2021, and approved this _____ day of _____, 2021.

Brian Wolken, Mayor

Attest:

Sally Hinrichsen, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance # _____ on the _____ day of _____, 2021.

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 11/26/2021
Preparer: Sally Hinrichsen



Agenda Item: # 10
Agenda Date: 12/06/2021

Communication Page

Agenda Items Description: Ordinance amending provisions pertaining to Deposit (utility)

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: To amend Chapter 90.07 Deposit (Utility)

Background Information:

The City has not increased the Utility bill deposit for over 20 years. With the recent utility bill increases, staff recommends increasing the deposit amount. The average monthly utility bill is approximately \$90 per month and a minimum bill is approximately \$56 per month

The current deposit is \$50.00.

Water meters are read the 1st of each month and bills are mailed the last day of the month. For example: Meter is read October 1st, which is water used from Sept 1st to Sept 30th. These bills are mailed October 31st and due November 20th.

Water bills are due on the 20th of every month, if not paid, a \$6.00 penalty is assessed to account. If bill is not paid by the end of the month, a notice is mailed giving them 10 days to pay account. If balance is still outstanding, a disconnect door hanger (orange card) is hung, which adds a \$25.00 fee and customer is given 24 hours to pay bill or water is subject to shut off.

By the time they are subject to shut off, they would have 2 ½ months of utility usage. (Past due bill, current bill and approximately 12-13 days)

Clerk’s Office reached out to surrounding communities on their deposit amounts:

- Dyersville \$150.
- Maquoketa \$100.
- Cascade \$ 70.

Shellsburg	\$235.
Strawberry Point	\$200. plus \$150. for electric
Wyoming	\$100 owners - \$200 tenants
Olin	\$200.
Kalona	\$100.
Manchester	\$ 75. (looking to increase)
Earlville	\$ 75. Owner - \$175 rentals (looking to increase)
Springville	\$150.

Staff Recommendation: Staff recommends that the Council consider approval of the Ordinance to increase the deposit amount, they feel is justified. (1st reading)

ORDINANCE NO. 752

An ordinance amending the Code of Ordinances of the City of Monticello, Iowa, by amending Chapter 90, Section 07 pertaining to Deposit

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

SECTION 1. SECTION MODIFIED. Chapter 90, Section 07, of the Code of Ordinances of the City of Monticello, is repealed and the following adopted in lieu thereof:

90.07 DEPOSIT. Before granting an application for water service or consenting to assignment of water service, the City shall have the right to require the sum of \$150.00 to be placed on deposit with the City for the purpose of establishing or maintaining any customer or assignee's credit. The deposit shall be held by the City during the time water service is provided to the customer, except the deposit may be returned to the customer if the customer requests discontinuance of service due to permanent change in residence outside the City. When a deposit is returned, there shall first be deducted therefrom any unpaid or delinquent amounts for City utilities. No interest shall accrue on the deposit.

SECTION 2. 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 3. WHEN EFFECTIVE. This ordinance shall be in effect on January 1, 2022, after its final passage, approval and publication as provided by law.

Passed and approved by the Council this _____ day of December, 2021.

Brian Wolken, Mayor

ATTEST:

Sally Hinrichsen, City Clerk

City Council Meeting
 Prep. Date: 11/12/21
 Preparer: Russell Farnum



Agenda Item: # 11
 Agenda Date: 12/06/2021

Communication Page

Agenda Items Description: Discussion and Possible Action on Updating Chapter 123 of the Municipal Code, House Moving

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

Attachments & Enclosures:

Ordinance

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: In reviewing this chapter based upon a recent inquiry, Staff identified multiple deficiencies in the regulations, including inadequate bonding and insurance requirements and no particular inspection or verification procedures.

In dealing with the careful planning and risk to expensive public improvements that moving a structure involves, Staff think that the accompanying updates are necessary and required to protect the interests of the City and its citizens.

Background Information: The attached draft outlines the changes that are presented and recommended for approval. Please note it is drafted in legal “redline” format, where the language to be removed is shown in ~~strikethrough~~, and the language proposed to be added is underlined.

In the Application section, provisions are added which require the applicant to provide the route, and the equipment and methods by which the structure is proposed to be moved. For example, will the building be on a flatbed trailer, a bunch of dollies, or hung by chains from an excavator?

In addition to the weight (which impacts the City’s roads) the applicant shall provide the dimensions of the structure. The applicant also needs professional certification that the structure is sound enough to be moved by the methods proposed, that it’s free of asbestos and other hazardous materials, and if being moved into the City, that it is adequately designed for its final purpose.

Additionally, if a structure is being moved into a residential zoning district, the applicant must obtain the consent of the adjacent property owners. If that cannot be obtained, the permit can only be issued by the Council. This is similar to the City’s fencing requirements, which allows the Council to mediate any concerns that may be presented by the future neighbors.

If a structure is being moved into the City (or to a new location in the City), the application to move the building must be accompanied by the building permit application for placement of the structure at the new location.

In 123.04, the old bond requirement was a paltry \$10,000. As Council knows from the recent \$6,000 bill to replace a small portion of guardrail on Amber Road, public infrastructure is expensive. In order to protect the City's infrastructure from damage from moving the building, the bond amount should not be less than \$100,000.

In 123.05, the insurance amounts were also reviewed and updated, with \$1 million liability and \$2 million aggregate coverage. The prior amounts were \$50,000 per person and \$100,000 per accident. In addition, the applicant needs to prove that his vehicles that will be used in the moving process are also insured.

Chapter 123.06, regarding issuance of the permit, outlines a review and approval process, where previously, the Clerk merely had to issue the permit once all the paperwork was submitted. This gives the Police Chief and Public Works Director an opportunity to make sure that everything is appropriately planned in order to protect the City's streets and other infrastructure, as well as the public safety.

Chapter 132.07 requires close coordination with law enforcement during the actual move, and allows the City to charge a fee for its time spent on traffic control and other issues related to the move.

Chapter 123.12 provides for a final inspection once the building is placed upon its foundation at a new location in the City. The applicant must provide certification that the building meets all Iowa building code requirements, as though it were a new structure, including electrical, HVAC, plumbing and structural requirements.

Chapter 123.13 provides for some minor exceptions to this code, including moving a small shed or similar structure with a licensed vehicle, and for motor homes or mobile homes that are designed to be moved on their own wheels.

Staff Recommendation:

These updates are necessary to provide protection to the City's infrastructure and to protect the public health, safety and welfare. Approval is recommended.

ORDINANCE NO. 753

An ordinance amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to House Movers

**CHAPTER 123
HOUSE MOVERS**

[123.01](#) House Mover Defined

[123.02](#) Permit Required

[123.03](#) Application

[123.04](#) Bond Required

[123.05](#) Insurance Required

[123.06](#) Permit Issued

[123.07](#) Public Safety

[123.08](#) Time Limit

[123.09](#) Removal by City

[123.10](#) Protect Pavement

[123.11](#) Overhead Wires

123.01 HOUSE MOVER DEFINED.

A "house mover" means any person who undertakes to move a building or similar structure upon, over or across public streets or property when the building or structure is of such size that it requires the use of skids, jacks, dollies, or any other specialized moving equipment.

123.02 PERMIT REQUIRED.

It is unlawful for any person to engage in the activity of house mover as herein defined without a valid permit from the City for each house, building or similar structure to be moved.

123.03 APPLICATION.

Application for a house mover's permit shall be made in writing to the Clerk. The application shall include:

1. Name and Address. The applicant's full name and address and, if a corporation, the names and addresses of its principal officers.
2. Building Location. An accurate description of the present location and future site of the building or similar structure to be moved.

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3. Storage Location. If the building is proposed to be temporarily stored/located within the City limits before being permanently placed on a foundation or lot consistent with the provisions of Section 123.08. Storage shall not exceed seven (7) days.

4. Routing Plan, Equipment and Method. A routing plan, outline of all equipment and the methods by which the structure are to be moved shall be provided by the applicant. The Routing Plan, Equipment and Method are subject to the approval of ~~approved by~~ the Police Chief, ~~street superintendent~~ Public Works Director, and impacted public utility officials. The route approved shall be the shortest route compatible with the greatest public convenience and safety.

5. Weight and Dimensions. The applicant must provide reliable evidence of the weight and dimensions of the structure, including height, width and length, to the satisfaction of the City. ~~For example, The weight shall be~~ determined by a certified scale or otherwise estimated and certified by a ~~Registered Professional or Structural Engineer.~~

6. Structural and Code Evaluation. The applicant must provide certification, signed and sealed by a Registered Professional or Structural Engineer that the building is structurally sound, and capable of being moved with the methods and equipment proposed. The applicant shall provide certification that the structure is free of all asbestos and hazardous materials. The applicant shall provide proof, signed and sealed by a Registered Professional Engineer or Iowa Licensed Architect, that any building being moved to a location within the Corporate Limits is adequately designed for its ultimate purpose, and meets all provisions of the Iowa State Building Code for a new structure, including HVAC, Plumbing, Electrical, and Structural.

7. Notice to Neighbors. For any building proposed to be relocated within, or moved to a location in, any residentially-zoned lot in the City, the applicant shall provide a list of all adjacent property owners, with the written consent and signature of at least one owner of each and every adjacent property. For this section, adjacent property shall be any property that abuts, or lies immediately across the street, easement or alley, from the property onto which the proposed structure is being moved. If consent cannot be obtained from all adjacent property owners, the permit shall not be issued without City Council approval.

8. Building Permit Application Required. For any building proposed to be moved to a location within the Corporate Limits, a complete building permit application shall be submitted concurrently with the house moving permit application, setting forth all building permit and zoning requirements for the placement of the structure at the new location. This shall include, at a minimum, a site plan showing the building and foundation location, all parking, utility service locations, and all other information otherwise required for a building permit. The building permit fee is in addition to the house moving permit fee.

96. Fees. Fees as set by Resolution of the City Council, to cover all costs incurred by the City including but not limited to law enforcement and public works time and materials, shall be enumerated on an attachment to the Application and collected in advance of the issuance of a permit.

123.04 BOND REQUIRED.

The applicant shall post with the Clerk a ~~performance~~ bond in the minimum sum of One Hundred Thousand Dollars (\$100,000.00) issued by a surety company authorized to issue such bonds in the

State. The bond shall guarantee the permittee's [performance and shall serve as security for](#) payment ~~offor~~ any damage done to the City or to public property, and payment of all costs incurred by the City in the course of moving the building or structure.

123.05 INSURANCE REQUIRED.

1. Each applicant shall also file a certificate of comprehensive public liability insurance with coverage limits of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate of insurance, with the City of Monticello named as additional insured. The certificate shall also provide that the policy cannot be revoked, canceled, or modified in any way until the City has been notified by certified mail at least ten days prior to the proposed action, indicating that the applicant is carrying public liability insurance in effect for the duration of the permit covering the applicant and all agents and employees for the following minimum amounts:

2. The applicant shall also furnish to the City a business automobile insurance certificate with minimum limits of \$2,000,000/\$2,000,000 bodily injury and \$2,000,000 property damage. This coverage shall include the vehicle pulling the trailer and trailer with load, to protect for losses while the building is being moved on the public streets and/or highways.

~~—1. Bodily Injury — \$50,000.00 per person; \$100,000.00 per accident.~~

~~—2. Property Damage — \$50,000.00 per accident.~~

123.06 PERMIT ISSUED.

1. For buildings located in the City which are being moved to a location outside the corporate boundaries, and/or for buildings that will be moved through the City to a location outside the corporate limits, the permit application shall be reviewed by the Police Chief, Public Works Director, City Administrator and other appropriate staff. Upon approval of the application, route, methods, bond, insurance certificate, and payment of the required fee, the Clerk shall issue the permit.

2. For buildings being moved into the City from a location outside the City, or from a current location in the City to a different location within the City, the permit application shall be reviewed by the Police Chief, Public Works Director, City Administrator and other appropriate staff. Upon approval of the application, route, methods, bond, insurance certificate, consent of adjacent property owners, and payment of the required fee, the Clerk shall issue the permit. If, pursuant to Chapter 123.03, paragraph 7, the consent of adjacent property owners has not been obtained, the Clerk shall schedule the permit application for review by the City Council at a regular meeting. The Clerk shall not schedule the permit application for Council review until the application is complete and all other documents are in order.

3. No permit shall be issued for any application that will result in, or cause, a violation of any other Chapter or any other provision of the Monticello Code of Ordinances.

~~—Upon approval of the application, filing of bond and insurance certificate, and payment of the required fee, the Clerk shall issue a permit. A separate permit shall be required for each house, building or similar structure to be moved.~~

123.07 PUBLIC SAFETY.

~~The permittee shall coordinate with law enforcement to provide the escort so that the move can be supervised and traffic can be controlled. At all times when any structure is in motion upon any street, alley, sidewalk or public property, the permittee shall maintain flag persons at the closest intersections or other possible channels of traffic to the sides, behind and ahead of the building or structure. At all times when the building or structure is at rest upon any street, alley, sidewalk or public property the permittee shall maintain adequate warning signs or lights at the intersections or channels of traffic to the sides, behind and ahead of the building or structure.~~

~~If extenuating circumstances arise where there is a breakdown or extended period that law enforcement or public works must provide traffic control, the permittee will be billed at an hourly rate as set by Resolution of the City Council.~~

~~—At all times when a building or similar structure is in motion upon any street, alley, sidewalk or public property, the permittee shall maintain flag persons at the closest intersections or other possible channels of traffic to the sides, behind and ahead of the building or structure. At all times when the building or structure is at rest upon any street, alley, sidewalk or public property the permittee shall maintain adequate warning signs or lights at the intersections or channels of traffic to the sides, behind and ahead of the building or structure.~~

123.08 TIME LIMIT.

No house mover shall permit or allow a building or similar structure to remain upon any street or other public way for a period of more than 12 hours without having first secured the written approval of the City. No house mover shall maintain a building or similar structure, including but not limited to a home/house within the City limits on a trailer, blocks, jacks or similar moving equipment or temporary base for a period of time in excess of seven (7) days ~~if said structure is to be placed on a permanent foundation within the City limits~~. No house mover shall maintain a building or similar structure, including but not limited to a home/house within the City limits on a trailer, blocks, jacks or similar moving equipment or temporary base for a period of time in excess of 48 hours if said structure is not to be placed on a permanent foundation within the City limits.

123.09 REMOVAL BY CITY.

In the event any building or similar structure is found to be in violation of Section [123.08](#), the City is authorized to remove such building or structure and assess the costs thereof against the permit holder and the surety on the permit holder's [performance](#) bond.

123.10 PROTECT PAVEMENT.

It is unlawful to move any ~~house structure~~ or building of any kind over any pavement, unless the wheels or rollers upon which the house or building is moved are at least one inch in width for each 1,000 pounds of weight of such building. If there is any question as to the weight of a house or building, the ~~estimate of the City's~~ [determination as to such weight](#) shall be final.

123.11 OVERHEAD WIRES.

The holder of any permit to move a building shall see that all telephone, cable television and electric wires and poles are removed when necessary and replaced in good order, and shall be liable for the costs of the same.

123.12 FINAL INSPECTION

Prior to occupancy, any structure moved into the City Limits shall be inspected by an Iowa Licensed Architect and written confirmation, signed and sealed by the Architect, that the completed structure meets all provisions of the Iowa State Building Code for a new structure as installed.

123.13 EXCEPTIONS

The only exceptions to this Chapter are:

1. Buildings or structures under 100 square feet and under 12 feet in height that are intended to be unoccupied storage or accessory structures, provided said structures are transported safely and adequately secured to a trailer or other licensed motor vehicle;

2. Manufactured or Modular Homes that are licensed and transported on their own structural frame with wheels.

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City Council Meeting
Prep. Date 12/01/2021
Preparer: Sally Hinrichsen



Agenda Item: # 12-20
Agenda Date: 12/06/2021

Communication Page

Agenda Items Description: Reports

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Reports / Potential Actions:

- 12. City Engineer
- 13. Mayor
- 14. City Administrator
- 15. City Clerk
- 16. Public Works Director
- 17. Police Chief
- 18. Water/Wastewater Superintendent
- 19. Park and Recreation Director
- 20. Library Director