

# City of Monticello, Iowa

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Posted on May 11, 2023 at 5:00 p.m.

Monticello City Council Meeting May 15, 2023 @ 6:00 p.m.

Monticello Renaissance Center, 220 E. 1<sup>st</sup> Street, Monticello, Iowa

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

- **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.)

<b>Approval</b> of Council Mtg. Minutes	May 3, 2023
<b>Approval</b> of Payroll	May 4, 2023
<b>Approval</b> of Bill List	
<b>Approval</b> of Treasurer's Report	April 2023
<b>Approval</b> of Jones County Fair alcohol license	
<b>Approval</b> of Monticello Chamber of Commerce alcohol license	

## **Public Hearings:**

1. **Public Hearing** on proposed plans, specifications, form of contract and estimate of cost for the proposed Wastewater Treatment Facility Improvements Project

2. **Resolution** finally approving and confirming plans, specifications, form of contract and estimate of cost for the Wastewater Treatment Facility Improvements Project
3. **Public Hearing** on proposed Budget Amendments for Fiscal Year 2022-2023
4. **Resolution** Amending the Current Budget for the Fiscal Year Ending June 30, 2023

### **Hearing**

5. **Tentatively scheduled Hearing** and possible motion on dog bite issue

### **Resolutions:**

6. **Resolution** Scheduling a public hearing for June 5, 2023 at 6:00 PM to receive input and to preliminarily accept a proposal for the purchase of 541 North Chestnut Street
7. **Resolution** 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
8. **Resolution** Scheduling Public Hearing on City of Monticello 2022/2023 Fiscal Year budget amendments for June 5, 2023 at 6:00 p.m.
9. **Resolution** To approve the hiring of two Monticello Ambulance Part-Time Paramedics and setting wage
10. **Resolution** To approve Support of Workforce Housing Application for BR5; on Lot 3 of BR3 Subdivision (east of Dollar Fresh)

### **Discussion and possible action items:**

11. **Discussion and possible action/Resolution** to approve agreement between Snyder & Associates and City of Monticello to Design and Oversee the East 1st Street Reconstruction & East 1st Street Shared Use Path Project

### **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

**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.

Monticello City Council meetings are recorded, by attending and choosing to participate you give your consent to be recorded. If you prefer not to be recorded, you may submit comments in writing.

**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: May 15, 2023 Council Meeting

Time: May 15, 2023 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87446277356>

Meeting ID: 874 4627 7356

One tap mobile

+16465588656,,87446277356# US (New York)

+16469313860,,87446277356# US

Dial by your location

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

Meeting ID: 874 4627 7356

Find your local number: <https://us02web.zoom.us/j/87446277356>

Regular Council Meeting  
May 1, 2023 – 6:00 P.M.  
Community Media Center

Mayor David Goedken called the meeting to order. Council present were: Chris Lux, Candy Langerman, Wayne Peach and Brenda Hanken. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Library Director Faith Brehm, Water /Wastewater Superintendent Jim Tjaden, Park and Rec Director Jacob Oswald, Police Chief Britt Smith, Public Works Director Nick Kahler and City Engineer Nick Eisenbacher. Council members absent were Scott Brighton and Tom Yeoman. The public was invited to attend the meeting in person, or to participate in the meeting electronically via “Zoom Meetings” or “Facebook” and were encouraged to communicate from the chat or message.

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

Langerman moved to approve the consent agenda; Peach seconded, roll call was unanimous.

Farnum advised the hearing is required to accept bids for the Wastewater Treatment Plant project. Eisenbacher advised bids are due June 1<sup>st</sup> and USDA will review bids, which could take 1 to 2 weeks. Once bids are approved by the USDA, City can award the bid. Contractor will need to sign contract, and submit other forms, before beginning construction. Peach moved to approve Resolution #2023-61 to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Water Treatment Plant Replacement Project and the taking of bids therefor, Hanken seconded, roll call was unanimous.

Langerman moved to approve Resolution #2023-62 to approve the 28E Agreement with the Monticello Community School District for the School Resource Officer Position. Peach seconded, roll call was unanimous.

Lux moved to approve Resolution #2023-63 Approving the hiring of Public Works employee and setting wage, Peach seconded, roll call unanimous.

Lux moved to approve Resolution #2023-64 approving final plat of Welter’s 2<sup>nd</sup> Addition. Peach seconded, roll call was unanimous.

Lux moved to approve Resolution #2023-65 Approving Monticello Area Chamber of Commerce Investment Agreement. Langerman seconded, roll call was unanimous.

Peach moved to approve Resolution #2023-66 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. Langerman seconded, roll call was unanimous.

Lux moved to approve Resolution #2023-67 Approving contracting with LL Pelling Co. to complete various sealcoating projects. Langerman seconded, roll call was unanimous.

Regular Council Meeting  
May 1, 2023

Farnum advised attorney no longer recommended a written agreement for employees, being the union approved to disband on June 30, 2023. Langerman moved to approve Resolution #2023-68 Adopting Wage Chart for Full Time Hourly Employees and Adopting Other Employee Benefits for July 1, 2023 through June 30, 2026. Peach seconded, roll call was unanimous.

Lux moved to approve Four Points RV Resorts of IA LLC dba Jellystone Monticello Fireworks Permit for the following dates: May 28th, July 2nd, September 23rd and 30th, and October 7th, 2023. Hanken seconded, roll call was unanimous.

Council discussed the proposed options related to the sale of 541 North Chestnut Street. Smith stated there could be some cost savings for someone to demolish and dig the basement at the same time. This would save the City the demolition costs and filling in the site. Council voiced concerns to ensure the project is completed in a timely manner, and to have conditions if not followed through, so City doesn't have what happened with another lot sold a few years ago. Langerman moved to approve to proceed with Option 3 - taking proposals and see what interest there is on the property and terms to be considered. Lux seconded, roll call was unanimous.

Lux moved to approve Ordinance #761 Amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to "Zoning Regulations", third and final reading in title only. Peach seconded. Roll call was unanimous.

Langerman moved to approve Ordinance #762 Amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Chapter 3 "Ward and Precinct Boundaries", third and final reading in title only, Peach seconded. Roll call was unanimous.

Lux moved to approve Ordinance #763 Amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Chapter 2 "Charter", third and final reading in title only, Hanken seconded. Roll call was unanimous.

Lux moved to approve Ordinance #764 Amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Chapter 15 "Mayor", Section 15.05 Voting, third and final reading in title only, Hanken seconded. Roll call was unanimous.

Hanken moved to approve Ordinance #765 Amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Chapter 17 "City Council", Section 17.01 Number and Term of Council, third and final reading in title only, Peach seconded. Roll call was unanimous.

Staff advised Iowa Code 384.84 requires utility rates to be set by ordinance and State Auditor has asked that the rates be set by ordinance and not resolution. There is no change to the rates from what was previously approved by the Council. Langerman moved to approve Ordinance #766 Amending the Code of Ordinances of the City of Monticello, Iowa, by amending provisions pertaining to Chapter 106 "Collection of Solid

Regular Council Meeting  
May 1, 2023

Waste”, Section 106.08 Collection Fees, third and final reading in title only, Lux seconded. Roll call was unanimous.

Farnum reported engineer has been working on Chestnut Street, 6<sup>th</sup> Street ditch and water tower project.

Farnum advised the earthwork should begin soon on the airport taxiway project.

Farnum updated Council on the proposed settlement with insurance company for the stop light system. Council gave Farnum direction on how to proceed with the insurance company.

Farnum reported Monticello Main Street Director Brain Wolken emailed information regarding Main Street meeting on May 16<sup>th</sup> and 17<sup>th</sup> in Marion, at no cost for City.

Smith reported they will be interviewing for a full-time ambulance position and will have five on-call candidates in training.

Oswald and Brehm updated Council on activities happening in May.

Peach moved to adjourn at 6:32 P.M.

Council held a short work session regarding the proposed FY 2023 budget amendments.

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David Goedken, Mayor

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Sally Hinrichsen, City Clerk/Treasurer

# PAYROLL - MAY 4, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
<b>AMBULANCE</b>	<b>April 17 - 30, 2023</b>				
Brian Bronemann	\$ 1,317.25	\$ -	0.00	0.00	\$ 1,034.96
Jacob Gravel	1,712.00	-	0.00	38.75	1,265.01
Ron Herman	448.00	-	0.00	0.00	385.54
Mary Intlekofer	1,952.00	-	0.00	52.25	1,365.76
Lori Lynch	2,178.40	-	0.00	0.00	1,507.33
Coletta Matson	1,952.00	-	6.75	15.75	1,469.06
Chloe Mogensen	390.40	-	0.00	0.00	326.32
Kaleb Payne	1,872.00	-	21.00	29.50	1,482.69
Curtis Wyman	1,888.55	176.55	4.50	70.00	1,300.80
<b>TOTAL AMBULANCE</b>	<b>\$ 13,710.60</b>	<b>\$ 176.55</b>	<b>32.25</b>	<b>206.25</b>	<b>\$ 10,137.47</b>
<b>CEMETERY</b>	<b>April 17 - 30, 2023</b>				
Dan McDonald	\$ 1,855.06	\$ 67.05	0.00	0.38	\$ 1,366.89
Anthony Williams	240.00	-	0.00	0.38	221.64
<b>TOTAL CEMETERY</b>	<b>\$ 2,095.06</b>	<b>\$ 67.05</b>	<b>0.00</b>	<b>0.76</b>	<b>\$ 1,588.53</b>
<b>CITY HALL</b>	<b>April 17 - 30, 2023</b>				
Cheryl Clark	\$ 1,824.51	\$ 8.51	0.75	23.25	\$ 1,254.54
Russ Farnum	3,711.54	-	0.00	0.00	2,501.77
Sally Hinrichsen	2,744.73	-	0.00	0.00	1,672.04
Nanci Tuel	1,618.40	-	0.00	0.00	1,052.08
<b>TOTAL CITY HALL</b>	<b>\$ 9,899.18</b>	<b>\$ 8.51</b>	<b>0.75</b>	<b>23.25</b>	<b>\$ 6,480.43</b>
<b>FIRE</b>					
Joe Bayne	\$ 208.33	\$ -	0.00	0.00	\$ 192.39
Billy Norton	166.67	-	0.00	0.00	143.57
Johnny Russ	60.00	-	0.00	0.00	55.41
Paul Warner	125.00	-	0.00	0.00	115.44
<b>TOTAL FIRE</b>	<b>\$ 560.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 506.81</b>
<b>LIBRARY</b>	<b>April 17 - 30, 2023</b>				
Faith Brehm	\$ 1,615.38	\$ -	0.00	0.00	\$ 1,233.91
Molli Hunter	1,184.00	-	0.00	0.00	937.89
Penny Schmit	1,405.61	-	0.00	0.00	756.08
<b>TOTAL LIBRARY</b>	<b>\$ 4,204.99</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,927.88</b>
<b>MBC</b>	<b>April 17 - 30, 2023</b>				
Keegan Arduser	\$ 1,384.62	\$ -	0.00	0.00	\$ 1,072.19
Jacob Oswald	2,193.88	-	0.00	0.00	1,668.50
<b>TOTAL MBC</b>	<b>\$ 3,578.50</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,740.69</b>
<b>POLICE</b>	<b>April 17 - 30, 2023</b>				
Peter Fleming	\$ 2,449.44	\$ -	0.00	0.25	\$ 1,723.56
Dawn Graver	2,620.20	-	0.00	0.00	1,907.14
Erik Honda	2,737.64	92.28	0.00	25.25	2,049.27
Blaine Kamp	2,583.84	-	0.00	19.00	1,953.04
Jordan Koos	2,829.92	184.56	0.00	21.50	1,942.29
Britt Smith	3,461.54	-	0.00	0.00	2,550.63
Madonna Staner	1,623.20	-	0.00	0.00	1,252.18

# PAYROLL - MAY 4, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Brian Tate	2,997.36	195.48	0.00	17.25	2,162.59
<b>TOTAL POLICE</b>	<b>\$ 21,303.14</b>	<b>\$ 472.32</b>	<b>0.00</b>	<b>83.25</b>	<b>\$ 15,540.70</b>
<b>ROAD USE</b>	<b>April 17 - 30, 2023</b>				
Zeb Bowser	\$ 1,609.20	\$ -	0.00	16.25	\$ 1,152.02
Nick Kahler	2,238.39	-	0.00	0.00	1,546.97
Jasper Scott	1,788.00	-	0.00	0.13	1,226.76
<b>TOTAL ROAD USE</b>	<b>\$ 5,635.59</b>	<b>\$ -</b>	<b>0.00</b>	<b>16.38</b>	<b>\$ 3,925.75</b>
<b>SEWER</b>	<b>April 15 - 28, 2023</b>				
Jim Tjaden	\$ 2,576.92	-	0.00	0.00	\$ 1,887.44
<b>TOTAL SEWER</b>	<b>\$ 2,576.92</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 1,887.44</b>
<b>SWIMMING POOL</b>	<b>April 15 - 28, 2023</b>				
Jill Flynn	\$ 1,000.00	-	0.00	0.00	\$ 923.50
<b>TOTAL SWIMMING POOL</b>	<b>\$ 1,000.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 923.50</b>
<b>WATER</b>	<b>April 15 - 28, 2023</b>				
Scott Hagen	\$ 1,848.01	\$ -	0.00	50.00	\$ 1,464.30
Josh Willms	1,848.00	-	0.00	0.00	954.67
<b>TOTAL WATER</b>	<b>\$ 3,696.01</b>	<b>\$ -</b>	<b>0.00</b>	<b>50.00</b>	<b>\$ 2,418.97</b>
<b>TOTAL - ALL DEPTS.</b>	<b>\$ 68,259.99</b>	<b>\$ 724.43</b>	<b>33.00</b>	<b>379.89</b>	<b>\$ 49,078.17</b>



# CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING		140.02		
AT&T MOBILITY	PD CELL PHONES		176.94		
BAKER PAPER CO INC	PD BUILDING SUPPLIES		78.02		
INFRASTRUCTURE TECHNOLOGY	PD COMPUTER SUPPORT FEES		84.10		
KIRKWOOD COMMUNITY COLLEGE	PD CPR TRAINING		72.00		
LAPORTE MOTOR SUPPLY	PD VEHICLE OPERATING		32.25		
LYNCH DALLAS, P.C.	PD ATTORNEY FEES		363.00		
MEDIACOM	PD TELEPHONE		22.25		
MONTICELLO COMM SCHOOL DISTRCT	PD FUEL		1,123.14		
TCM BANK NA	PD MINOR EQUIPMENT		422.54		
			-----		
	110 POLICE DEPARTMENT TOTAL		2,514.26		
STREET LIGHTS					
ALLIANT ENERGY-IES	E 1ST STREETLIGHTS		5,567.58		
			-----		
	230 STREET LIGHTS TOTAL		5,567.58		
AQUATIC CENTER					
CARRICO AQUATIC RESOURCES INC	POOL CHEMICALS		6,374.13		
JOHN DEERE FINANCIAL	POOL POWER WASHER		485.97		
TCM BANK NA	POOL OFFICE SUPPLIES		19.87		
			-----		
	440 AQUATIC CENTER TOTAL		6,879.97		
CEMETERY					
JOHN DEERE FINANCIAL	CEMETERY GROUNDS SUPPLIES		50.98		
MONTICELLO COMM SCHOOL DISTRCT	CEMETERY FUEL		257.98		
			-----		
	450 CEMETERY TOTAL		308.96		
SOLDIER'S MEMORIAL BOARD					
MEDIACOM	SLDR MEM TELEPHONE		19.54		
			-----		
	498 SOLDIER'S MEMORIAL BOARD TOTAL		19.54		
CLERK/CITY ADMIN					
MOLLI JENN HUNTER	JANITORIAL SERVICES		262.50		
			-----		
	620 CLERK/CITY ADMIN TOTAL		262.50		
ENGINEER					
SNYDER & ASSOCIATES, INC	ENGINEERING FEES		1,683.00		
			-----		
	640 ENGINEER TOTAL		1,683.00		
ATTORNEY					
LYNCH DALLAS, P.C.	ATTORNEY FEES		82.50		
			-----		
	641 ATTORNEY TOTAL		82.50		

# CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
CITY HALL/GENERAL BLDGS					
HOLIDAY INN AIRPORT	CH TRAVEL - HINRICHSEN	224.00			
IMFOA	CH TRAINING - HINRICHSEN	145.00			
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK	195.20			
JOHN DEERE FINANCIAL	CH BUILDING SUPPLIES	1.99			
JONES COUNTY AUDITOR	CH PRO FEES - SPECIAL ELECTION	2,840.39			
MEDIACOM	CH TELEPHONE	19.53			
		-----			
	650 CITY HALL/GENERAL BLDGS TOTAL		3,426.11		
			-----		
	001 GENERAL TOTAL		20,744.42		
MONTICELLO BERNDES CENTER					
PARKS					
ALLIANT ENERGY-IES	MBC ELECTRIC	917.94			
ERIC GLANZ	MBC SOFTBALL TOURNAMENT REFUND	350.00			
HASTY AWARDS, INC	MBC LEAGUE SUPPLIES	1,263.20			
MOLLI JENN HUNTER	JANITORIAL SERVICES	315.00			
INFRASTRUCTURE TECHNOLOGY	MBC LAPTOP COMPUTER	1,266.20			
JOHN DEERE FINANCIAL	MBC GROUNDS SUPPLIES	41.97			
STEVE MONK CONSTRUCTION	MBC MOWING CONTRACT	5,908.65			
MONTICELLO COMM SCHOOL DISTRICT	MBC FUEL	184.06			
MONTICELLO SPORTS	MBC LEAGUE SUPPLIES	91.77			
NEXT GENERATION PLBG & HTG LLC	MBC GROUNDS MAINTENANCE	240.00			
PEPSI COLA BOTTLING CO	MBC CONCESSIONS	1,392.90			
B.J. RIOS	MBC SOFTBALL TOURNAMENT REFUND	350.00			
TCM BANK NA	MBC TRAVEL & CONFERENCE	101.89			
		-----			
	430 PARKS TOTAL		12,423.58		
			-----		
	005 MONTICELLO BERNDES CENTER TOTAL		12,423.58		
FIRE					
FIRE					
AT&T MOBILITY	FIRE TABLET	41.27			
DINGES PARTNERS GROUP LLC	FIRE EQUIP REPAIR/MAINT	361.00			
FIRE SERVICE TRAINING BUREAU	FIRE TRAINING - TAYLOR	100.00			
INFRASTRUCTURE TECHNOLOGY	FIRE COMPUTER SUPPORT FEES	9.00			
MONTICELLO COMM SCHOOL DISTRICT	FIRE FUEL	633.36			
MONTICELLO FIRE ASSOCIATION	FIRE SERVICES	6,740.00			
RADIO COMMUNICATIONS CO INC	FIRE RADIOS	8,001.20			
SANDRY FIRE SUPPLY	FIRE MINOR EQUIPMENT	765.14			
		-----			
	150 FIRE TOTAL		16,650.97		
			-----		
	015 FIRE TOTAL		16,650.97		
AMBULANCE					
AMBULANCE					
AT&T MOBILITY	AMB CELL PHONES	66.54			
BAKER PAPER CO INC	AMB BUILDING SUPPLIES	78.02			

# CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES	688.44			
CR PHARMACY SERVICE INC	AMB MEDICAL SUPPLIES	241.00			
INFRASTRUCTURE TECHNOLOGY	AMB DATA PROCESSING	26.40			
MEDIACOM	AMB TELEPHONE	22.26			
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL	1,531.32			
JEFFREY NELSON	AMB OVERPAYMENT REFUND	22.00			
STERICYCLE, INC.	AMB PHARMACEUTICAL DISPOSAL	79.35			
TCM BANK NA	AMB MEDICAL SUPPLIES	308.50			
ZOLL MEDICAL CORPORATION	AMB MEDICAL SUPPLIES	537.20			
	160 AMBULANCE TOTAL		3,601.03		
	016 AMBULANCE TOTAL		3,601.03		
LIBRARY IMPROVEMENT					
LIBRARY					
INFRASTRUCTURE TECHNOLOGY	LIB IMP DESKTOP COMPUTER	1,500.00			
TCM BANK NA	LIB IMP SUMMER READING	165.42			
	410 LIBRARY TOTAL		1,665.42		
	030 LIBRARY IMPROVEMENT TOTAL		1,665.42		
LIBRARY					
LIBRARY					
BAKER & TAYLOR BOOKS	LIB BOOKS	206.18			
FAREWAY STORES #840-1	LIB PROGRAMS/PROMOTIONS	9.20			
MOLLI JENN HUNTER	JANITORIAL SERVICES	192.50			
MEDIACOM	LIB TELEPHONE	39.08			
MICRO MARKETING LLC	LIB AUDIO RECORDINGS	46.94			
TCM BANK NA	LIB OFFICE SUPPLIES	588.77			
WhenToWork, Inc.	LIB PROCESSING	110.00			
	410 LIBRARY TOTAL		1,192.67		
	041 LIBRARY TOTAL		1,192.67		
SUPER MAC FUND					
SUPER MAC FUND					
TCM BANK NA	SUPER MAC MICROPHONE KIT	59.95			
	499 SUPER MAC FUND TOTAL		59.95		
	045 SUPER MAC FUND TOTAL		59.95		
AIRPORT					
AIRPORT					
ALLIANT ENERGY-IES	20373 HWY 38 AIRPORT	41.00			
BAKER PAPER CO INC	AIRPORT BUILDING SUPPLIES	66.62			
INSURANCE ASSOCIATES, INC.	AIRPORT INSURANCE	137.00			

# CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
JOHN DEERE FINANCIAL	AIRPORT EQUIP REPAIR/MAINT	10.06			
MCALEER WATER CONDITIONING INC	AIRPORT BUILDING SUPPLIES	35.00			
MONTICELLO AVIATION INC	AIRPORT EQUIP REPAIR/MAINT	239.53			
MONTICELLO COMM SCHOOL DISTRICT	AIRPORT FUEL	46.32			
	280 AIRPORT TOTAL		575.53		
	046 AIRPORT TOTAL		575.53		
ROAD USE					
STREETS					
ALLIANT ENERGY-IES	22059 HWY 38	310.92			
AT&T MOBILITY	RU TABLET	82.54			
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT	70.00			
INFRASTRUCTURE TECHNOLOGY	RU SUPPLIES	9.90			
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	21.02			
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT	114.39			
MERCY PHYSICIAN ASSOCIATES	RU OSHA - BOWSER	62.00			
MID-IOWA SOLID WASTE EQUIP CO	RU EQUIP REPAIR/MAINT	120.17			
MONTICELLO COMM SCHOOL DISTRICT	RU FUEL	682.89			
PAUL'S PAINT & BODY OF IA LLC	RU EQUIP REPAIR/MAINT	18,432.01			
SNYDER & ASSOCIATES, INC	CHESTNUT STREET PROJECT	17,309.29			
SPAHN & ROSE LUMBER CO INC	RU STREET MAINTENANCE SUPPLIES	202.46			
	210 STREETS TOTAL		37,417.59		
	110 ROAD USE TOTAL		37,417.59		
PARK IMPROVEMENT					
CAPITAL PROJECTS					
BARD MATERIALS	PARK IMP - AUSTIN STRONG	165.38			
LASLEY ELECTRIC LLC	PARK IMP - AUSTIN STRONG	1,462.36			
	750 CAPITAL PROJECTS TOTAL		1,627.74		
	313 PARK IMPROVEMENT TOTAL		1,627.74		
AMBULANCE IMPROVEMENT					
AMBULANCE					
BOUND TREE MEDICAL, LLC	AMB IMP CAPITAL EQUIPMENT	4,707.11			
	160 AMBULANCE TOTAL		4,707.11		
	319 AMBULANCE IMPROVEMENT TOTAL		4,707.11		
CAPITAL IMPROVEMENT					
STORM WATER FUND					
SNYDER & ASSOCIATES, INC	SIXTH STREET DITCH PROJECT	802.02			

# CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	865 STORM WATER FUND TOTAL		802.02		
	332 CAPITAL IMPROVEMENT TOTAL		802.02		
BATY DISC GOLF COURSE PARKS STEVE MONK CONSTRUCTION	BATY DG MOWING		405.72		
	430 PARKS TOTAL		405.72		
	338 BATY DISC GOLF COURSE TOTAL		405.72		
TRUST/IOMA MARY BAKER LIBRARY INFRASTRUCTURE TECHNOLOGY	LIB BAKER DESKTOP COMPUTER		845.00		
	410 LIBRARY TOTAL		845.00		
	503 TRUST/IOMA MARY BAKER TOTAL		845.00		
WATER WATER	16540 190TH ST WATER TOWER		161.86		
ALLIANT ENERGY-IES	WATER CELL PHONE & TABLET		41.27		
AT&T MOBILITY	WATER SYSTEM		60.00		
HAWKINS WATER TREATMENT	WATER DATA PROCESSING		18.90		
INFRASTRUCTURE TECHNOLOGY	WATER SYSTEM		16.70		
IOWA ONE CALL	WATER SUPPLIES		58.42		
JOHN DEERE FINANCIAL	WATER CLOTHING		37.50		
LINDA KAHLER	OVERPAYMENT REFUND-L. MIRANDA		197.50		
ERIN LABARGE	WATER SYSTEM		3,011.76		
LASLEY ELECTRIC LLC	WATER SYSTEM		58.65		
STEVE MONK CONSTRUCTION	WATER FUEL		222.80		
MONTICELLO COMM SCHOOL DISTRCT	WATER BLDG REPAIR/MAINT		169.02		
WHITE HAWK PLUMBING & HEATING					
	810 WATER TOTAL		4,054.38		
	600 WATER TOTAL		4,054.38		
CUSTOMER DEPOSITS WATER	EVANS REAL ESTATE HOLDINGS WATER DEPOSIT REFUND		150.00		
	810 WATER TOTAL		150.00		
	602 CUSTOMER DEPOSITS TOTAL		150.00		

# CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
SEWER					
SEWER					
ALLIANT ENERGY-IES	1105 E 1ST STREET	2,861.03			
INFRASTRUCTURE TECHNOLOGY	SEWER DATA PROCESSING	7.40			
IOWA ONE CALL	SEWER SYSTEM	16.70			
JOHN DEERE FINANCIAL	SEWER SUPPLIES	54.72			
LINDA KAHLER	SEWER CLOTHING	37.50			
M TOWN TIRE & AUTO	SEWER EQUIP REPAIR/MAINT	132.19			
MONTICELLO COMM SCHOOL DISTRCT	SEWER FUEL	222.80			
NEXT GENERATION PLBG & HTG LLC	SEWER SYSTEM	280.00			
TCM BANK NA	SEWER EQUIP REPAIR/MAINT	746.07			
TRI COUNTY PROPANE LLC	SEWER UTILITIES	905.58			
WINDSTREAM IOWA-COMM. INC.	SEWER TELEPHONE	61.15			
	815 SEWER TOTAL		5,325.14		
	610 SEWER TOTAL		5,325.14		
SANITATION					
SANITATION					
JONES COUNTY SOLID WASTE	SANITATION LOAD TICKETS	9.90			
REPUBLIC SERVICES	RESIDENTIAL GARBAGE	37,443.98			
	840 SANITATION TOTAL		37,453.88		
	670 SANITATION TOTAL		37,453.88		
YARD WASTE SITE					
SANITATION					
ALLIANT ENERGY-IES	22411 BUSINESS HWY 151	29.92			
	840 SANITATION TOTAL		29.92		
	675 YARD WASTE SITE TOTAL		29.92		
STORM WATER					
STORM WATER FUND					
STEVE MONK CONSTRUCTION	STORMWATER MAINTENANCE	151.80			
	865 STORM WATER FUND TOTAL		151.80		
	740 STORM WATER TOTAL		151.80		
	Accounts Payable Total		149,883.87		

**CLAIMS REPORT  
CLAIMS FUND SUMMARY**

FUND NAME	AMOUNT
001 GENERAL	20,744.42
005 MONTICELLO BERNDES CENTER	12,423.58
015 FIRE	16,650.97
016 AMBULANCE	3,601.03
030 LIBRARY IMPROVEMENT	1,665.42
041 LIBRARY	1,192.67
045 SUPER MAC FUND	59.95
046 AIRPORT	575.53
110 ROAD USE	37,417.59
313 PARK IMPROVEMENT	1,627.74
319 AMBULANCE IMPROVEMENT	4,707.11
332 CAPITAL IMPROVEMENT	802.02
338 BATY DISC GOLF COURSE	405.72
503 TRUST/IOMA MARY BAKER	845.00
600 WATER	4,054.38
602 CUSTOMER DEPOSITS	150.00
610 SEWER	5,325.14
670 SANITATION	37,453.88
675 YARD WASTE SITE	29.92
740 STORM WATER	151.80
-----	
TOTAL FUNDS	149,883.87

Fund	Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Investments Bank	Investments	Clerk's Cash In Bank	Ending Fund Balance	Reviewed by:
<b>GENERAL FUNDS:</b>															
	General	1027022.28	483210.67	7974.02	10000.00	207272.78	241616.75	1079317.44	775.00	319448.99			759093.45	1079317.44	
	Soldiers Memorial Board	13101.98	150.00			95.00		13156.98					13156.98	13156.98	
	Monticello Bernides Center	32629.19	5842.70	126.21	120450.00	34273.07		124775.03	100.00	94140.07			30534.96	124775.03	
	Tournament Fund	0.00	650.00	0.07		238.02		412.05					412.05	412.05	
	Dare	6770.94		30.61				6801.55		6801.55			6801.55	6801.55	
	Canine	5513.99		24.93				5538.92		5538.92			5538.92	5538.92	
	Insurance Fund	45625.98		177.66	10000.00	564.86		55238.78		13349.12			41889.66	55238.78	
	Monticello Trees Forever	42098.78		190.31				42290.09		42290.09			42290.09	42290.09	
	Fire	173110.58	7401.12	680.33	91943.00	21931.17	45000.00	206203.86		56381.99			149821.87	206203.86	
	Ambulance Operating	166361.61	41354.34	694.13	9583.37	39807.25		178226.20		93352.78			84873.42	178226.20	
	Hotel/Motel Tax Fund	26464.83		119.64				14584.47		14584.47			14584.47	14584.47	
	Earl F Lehmann Trust	238.55						238.55					238.55	238.55	
	Street Bond	750.00						750.00		750.00			750.00	750.00	
	Police Improvement	1479.90	7.00	6.69				1493.59		1493.59			1493.59	1493.59	
	Library Improvement	46810.55	340.00	189.45		1042.48		46297.52		13823.02			32474.50	46297.52	
	Library	53531.73	1040.38	231.07	11140.38	22712.66		43230.90	75.00	27661.95			15493.95	43230.90	
	Equipment Set-A-Side	61987.27		239.96	20009.00			82227.23		23234.64			58992.59	82227.23	
	Super Mac	16307.74		72.33	12500.00	1652.89		29227.18		13946.89			15280.29	29227.18	
	Airport	114294.58	3068.12	481.32		15695.60		102168.42		50367.90			51800.52	102168.42	
	Revolving Loan Fund	43653.66		178.41				43832.07		16091.81			27740.25	43832.07	
<b>SPECIAL REVENUE FUNDS:</b>															
	Road Use Tax	363398.29	84030.61		80000.00	38957.57	80000.00	328471.33		28897.76			298573.57	328471.33	
	Road Use Tax Set-Aside	83255.84		319.33	80000.00	163575.17		163575.17		80000.06			83575.17	163575.17	
	Employee Benefits	218204.81	180714.25			38172.70		360746.36		122476.40			238269.96	360746.36	
	TIF Tax Collections	530986.70	171417.06	1507.61		20000.00		693911.37		456015.46			227895.91	693911.37	
	Slavka Gehret Trust	207489.08		798.05				208287.13		3235.39			205051.74	208287.13	
	Police Forfeiture Acct	4.93						4.93		4.93			4.93	4.93	
<b>DEBT SERVICE FUNDS:</b>															
	Debt Service	349181.66	134082.51	980.46				484244.63		160440.54			323604.09	484244.63	
	TIF - Debt Payments	0.00						0.00					0.00	0.00	
<b>PERMANENT FUNDS:</b>															
	ARPA Grant	598899.78	8975.00	2289.43				599179.21		599179.21			599179.21	599179.21	
	Park Improvements	92508.69		391.62	12000.00	2299.95		111575.36		72651.26			38924.10	111575.36	
	Library Capital Improvements	14375.30		64.98				14440.28		14440.28			14440.28	14440.28	
	Ambulance Improvements	156327.07	4500.00	609.72				161436.79		19341.28			142095.51	161436.79	
	TIF Projects	0.00						0.00					0.00	0.00	
	Cemetery Improvements	22562.76	364.00	769.98	10000.00			33696.74		11264.55			22432.19	33696.74	
	Capital Improvements	56985.95	353.00	251.15				36460.72		25998.28			9461.44	35460.72	
	Low Income Housing	15862.12		60.84				15922.96		15922.96			15922.96	15922.96	
	Baty Disc Golf Course	8964.37		40.39				9004.76		8819.34			185.42	9004.76	
	Mary Maxine Redmond Trust	7037.01		27.13				7064.14		225.47			6838.67	7064.14	
	Pocket Park	10105.46		53.62	1000.00			11159.08		5924.12			5234.96	11159.08	
<b>PERMANENT FUNDS:</b>															
	Cemetery Perpetual Care	177987.30	404.00					178391.30		615.00			177776.30	178391.30	
	Charles S Bidwell Book Trust	81924.01		314.34		138.87		82099.48		36.63			82062.85	82099.48	
	Irma Mary Baker Trust	37768.52		145.02		46.74		37866.80		190.09			37676.71	37866.80	
<b>ENTERPRISE FUNDS:</b>															
	Water Operating	285480.29	28564.38	1167.95		30898.06	10000.00	274313.56		94679.11			179634.45	274313.56	
	Customer Deposits	109545.16	2300.00			365.00		111480.16		9807.60			101572.56	111480.16	
	Water Capital Improvements	111321.08	4943.81	648.54	10000.00	489.50		126423.93		27319.40			99104.53	126423.93	
	Sewer Operating	1242674.83	82385.64	4878.83		69353.90		1260585.40		177905.35			1082680.05	1260585.40	
	Sewer Sinking	50831.26		229.78				51061.05		51061.05			51061.05	51061.05	
	Sewer Capital Improvements	74612.60	4943.82	508.87		44865.89		80065.29		19459.89			60605.40	80065.29	
	Sanitation	200047.18	50202.68	827.78				206211.75		94043.44			112168.31	206211.75	
	Sanitation Capital Improvements	8815.11		39.85				8854.96		8854.96			8854.96	8854.96	
	Yard Waste	41765.60	3540.27	171.28		7774.75		37702.40		12025.08			25677.32	37702.40	
	Storm Water fund	67104.42	6997.50	289.44		438.40	10000.00	63652.98		43279.22			20373.74	63652.98	
	Self Funded Insurance	0.00	634.21			634.21		0.00					0.00	0.00	
	Flex Spending	2189.68	1053.88			444.53		2799.03		2799.03			2799.03	2799.03	
	Enterprise Flex Spending	107.48						107.48		107.48			107.48	107.48	
<b>TOTAL OF ALL FUNDS</b>															
		7106069.48	1313230.95	28803.14	398616.75	622296.23	398616.75	7825607.34	950.00	2345277.23	5465772.53	13807.58	5465772.53	7825607.34	0.00



City of Monticello  
Cash On Hand By Bank  
For April 30, 2023



Bank	Amount	Interest rate	Maturity date	Length of investment	Purpose
Account type & number					
<b>F &amp; M Bank</b>					
Total by Bank	\$0.00				
<b>Citizens State Bank</b>					
Savings # 6025641	\$238.55	0.150	N/A		Earl F Lehmann Trust Soldier Memorial
Checking #394486	\$13,156.98		N/A		
Total by Bank	\$13,395.53				
<b>Dutrac Credit Union</b>					
Total by Bank	\$0.00				
<b>Fidelity Bank &amp; Trust</b>					
Total by Bank	\$0.00				
<b>Ohnward Bank &amp; Trust</b>					
General Ckg/Sweep #40002008	\$2,377,278.08	5.16	N/A		General Checking General Savings
Property Tax & Water #40001992	\$5,465,772.53	5.16	N/A		
Tournament Ckg#618231	\$412.05	0.28			
Total by Bank	\$7,843,462.66				
Total Cash on Hand- All Banks	\$7,856,858.19				
Plus Petty Cash	\$950.00				Clerk's Office, Library, Aquatic Center and Berndes Center
Adjust Bank Error	\$0.00				
Plus Outstanding Credit Card Pymt	\$867.92				
Less Outstanding Checks	\$32,868.77				
Treasurer's Balance	\$7,825,807.34				

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

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

City of Monticello  
Bank Reconciliation Report  
For the Month of April 2023

Bank Balance		
General Checking	\$2,377,278.08	
Property Tax & Water	\$5,465,772.53	
Soldiers Memorial Ckg	\$13,156.98	
Earl F Lehmann Trust	\$238.55	
Tournament Ckg	\$412.05	
Total Bank Balance		<u>\$7,856,858.19</u>
Plus (Minus) Adjustment:		
Bank Charge/Error	<u>\$0.00</u>	
Total Adjustment		<u>\$0.00</u>
Plus Outstanding Credit Card Pymt:		
Credit Card Payments	<u>\$867.92</u>	
Total Outstanding Credit Card Pymts		<u>\$867.92</u>
Less Outstanding Checks:		
Financial/Payroll	\$32,868.77	
Soldiers Memorial	\$0.00	
Tournament Ckg	<u>\$0.00</u>	
Total Outstanding Checks		<u>\$32,868.77</u>
Plus Investments:		
Time Certificates	\$0.00	
Petty Cash	<u>\$950.00</u>	
Total Investments		<u>\$950.00</u>
Treasurer's Balance		<u><u>\$7,825,807.34</u></u>

Prepared By: Sally Hinrichsen 5-10-2023  
Sally Hinrichsen, City Clerk

Reviewed by: Russell Farnum 5-10-2023  
Russell Farnum, City Administrator

**TREASURER'S REPORT**  
**CALENDAR 4/2023, FISCAL 10/2023**

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	1,027,022.28	501,184.69	448,889.53	.00	1,079,317.44
003 SOLDIER MEMORIAL FUND	13,101.98	150.00	95.00	.00	13,156.98
005 MONTICELLO BERNDES CENT	32,629.19	126,418.91	34,273.07	.00	124,775.03
006 RECREATIONAL SET-A-SIDE	.00	.00	.00	.00	.00
007 TOURNAMENT CHECKING	.00	650.07	238.02	.00	412.05
008 DARE	6,770.94	30.61	.00	.00	6,801.55
009 POLICE CANINE UNIT	5,513.99	24.93	.00	.00	5,538.92
010 INSURANCE	45,625.98	10,177.66	564.86	.00	55,238.78
014 MONTICELLO TREES FOREVE	42,099.78	190.31	.00	.00	42,290.09
015 FIRE	173,110.58	100,024.45	66,931.17	.00	206,203.86
016 AMBULANCE	166,361.61	51,671.84	39,807.25	.00	178,226.20
018 HOTEL/MOTEL TAX	26,464.83	119.64	12,000.00	.00	14,584.47
022 EARL F LEHMANN TRUST	238.55	.00	.00	.00	238.55
023 TRUST FUND/STREET BOND	750.00	.00	.00	.00	750.00
026 POLICE IMPROVEMENT	1,479.90	13.69	.00	.00	1,493.59
030 LIBRARY IMPROVEMENT	46,810.55	529.45	1,042.48	.00	46,297.52
041 LIBRARY	53,531.73	12,411.83	22,712.66	.00	43,230.90
042 SPORTS COMPLEX	.00	.00	.00	.00	.00
044 EQUIPMENT SET-A-SIDE	61,987.27	20,239.96	.00	.00	82,227.23
045 SUPER MAC FUND	18,307.74	12,572.33	1,652.89	.00	29,227.18
046 AIRPORT	114,294.58	3,569.44	15,695.60	.00	102,168.42
050 REVOLVING LOAN FUND	43,653.66	178.41	.00	.00	43,832.07
110 ROAD USE	363,398.29	84,030.61	118,957.57	.00	328,471.33
111 ROAD USE SETASIDE	83,255.84	80,319.33	.00	.00	163,575.17
112 EMPLOYEE BENEFITS	218,204.81	180,714.25	38,172.70	.00	360,746.36
125 TIF -SPECIAL REVENUE	530,986.70	172,924.67	20,000.00	.00	683,911.37
178 TRUST/SLAVKA GEHRET FUN	207,489.08	798.05	.00	.00	208,287.13
180 POLICE FORFEITURE	4.93	.00	.00	.00	4.93
200 DEBT SERVICE	349,181.66	135,062.97	.00	.00	484,244.63
225 TIF - DEBT	.00	.00	.00	.00	.00
300 ARPA CAPITAL FUND	596,889.78	2,289.43	.00	.00	599,179.21
313 PARK IMPROVEMENT	92,508.69	21,366.62	2,299.95	.00	111,575.36
316 LIB CAPITAL IMPROVEMENT	14,375.30	64.98	.00	.00	14,440.28
319 AMBULANCE IMPROVEMENT	156,327.07	5,109.72	.00	.00	161,436.79
325 TIF PROJECT	.00	.00	.00	.00	.00
326 TRUST/CEMETERY IMPROVEM	22,562.76	11,133.98	.00	.00	33,696.74
328 FAMILY AQUATIC CENTER C	.00	.00	.00	.00	.00
332 CAPITAL IMPROVEMENT	56,985.95	604.15	22,129.38	.00	35,460.72
333 MYSBA CAPITAL FUND	.00	.00	.00	.00	.00
336 LOW INCOME HOUSING FUND	15,862.12	60.84	.00	.00	15,922.96
337 MDC FUNDS	.00	.00	.00	.00	.00
338 BATY DISC GOLF COURSE	8,964.37	40.39	.00	.00	9,004.76
339 MARY MAXINE REDMOND TRU	7,037.01	27.13	.00	.00	7,064.14
375 POCKET PARK	10,105.46	1,053.62	.00	.00	11,159.08
500 TRUST/CEMETERY PERPETUA	177,987.30	404.00	.00	.00	178,391.30
502 C.C. BIDWELL LIBRARY BO	81,924.01	314.34	138.87	.00	82,099.48
503 TRUST/IOMA MARY BAKER	37,768.52	145.02	46.74	.00	37,866.80
600 WATER	285,480.29	29,732.33	40,899.06	.00	274,313.56
601 WATER BOND SINKING	.00	.00	.00	.00	.00
602 CUSTOMER DEPOSITS	109,545.16	2,300.00	365.00	.00	111,480.16
603 WATER IMPROVEMENT	.00	.00	.00	.00	.00
604 WATER CAPITAL IMPROVEME	111,321.08	15,592.35	489.50	.00	126,423.93
610 SEWER	1,242,674.83	87,264.47	69,353.90	.00	1,260,585.40

**TREASURER'S REPORT**  
**CALENDAR 4/2023, FISCAL 10/2023**

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
611 SEWER RESERVE	.00	.00	.00	.00	.00
612 SEWER SINKING	50,831.26	229.79	.00	.00	51,061.05
613 SEWER CAPITAL IMPROVEME	74,612.60	5,452.69	.00	.00	80,065.29
614 SEWER IMPROVEMENT	.00	.00	.00	.00	.00
670 SANITATION	200,047.18	51,030.46	44,865.89	.00	206,211.75
671 SANITATION CAPITAL IMPR	8,815.11	39.85	.00	.00	8,854.96
675 YARD WASTE SITE	41,765.60	3,711.55	7,774.75	.00	37,702.40
740 STORM WATER	67,104.42	6,986.94	10,438.40	.00	63,652.96
820 INTERNAL REV SELF FUNDE	.00	634.21	634.21	.00	.00
950 FLEX SPENDING FUND	2,189.68	1,053.88	444.53	.00	2,799.03
951 ENTERPRISE FLEX SPENDIN	107.48	.00	.00	.00	107.48
Report Total	7,106,069.48	1,740,650.84	1,020,912.98	.00	7,825,807.34

**City Council Meeting**  
**Prep. Date:** 05/10/2023  
**Preparer:** Russell Farnum



**Agenda Item:** # 1 & 2  
**Agenda Date:** 05/15/2023

*Communication Page*

**Agenda Items Description:** Holding a Public Hearing on proposed plans, specifications, proposed form of contract and estimated cost for the new Waste Water Treatment Plant, and Resolution approving same

<b>Type of Action Requested:</b> Resolution									
<p><b>Attachments &amp; Enclosures:</b></p> <p>Resolution  Plans and Specs *</p>	<p><b>Fiscal Impact:</b></p> <table border="1" style="width: 100%;"> <tr> <td>Budget Line Item:</td> <td></td> </tr> <tr> <td>Budget Summary:</td> <td></td> </tr> <tr> <td>Expenditure:</td> <td></td> </tr> <tr> <td>Revenue:</td> <td></td> </tr> </table>	Budget Line Item:		Budget Summary:		Expenditure:		Revenue:	
Budget Line Item:									
Budget Summary:									
Expenditure:									
Revenue:									

**Synopsis:** This is a public hearing on, and final approval of, the documents for bidding the new Waste Water Treatment Plant (“WWTP”).

**Background:** The City has worked 3 years in the preparation of engineering, financing and preparing the items necessary to go to bid on the construction of the DNR-mandated new WWTP. From here, the anticipated schedule is as follows:

- Monday May 15th - Public hearing on plans, specification, form of contract and estimate of cost for the Wastewater Treatment Plant Improvements
- Thursday May 18th – Pre-bid meeting at the WWTP
- Thursday June 1st is the Bid Opening (Virtual)
- Bid tab, Engineer’s recommendation and the Attorneys recommendation is sent to USDA for review.
- June 5<sup>th</sup> Council meeting – Provide Council with an update on the bid results
- June 19th Council Meeting – Consideration of Bid for Wastewater Treatment Plant Improvements & Resolution awarding contract for Wastewater Treatment Plant Improvements (pending USDA approval)
- July – Approval of the contract, performance and payment bonds. (Timing will depend on how fast everything is signed and provided to the City.)

The Project includes the following Work: The Wastewater Treatment Plant project includes, but is not limited to, furnishing all labor, material and equipment necessary for construction and installation of: submersible pumps in the raw influent lift station, screening wash and compactor, replacing grit classifier equipment, cast-in place tanks for an activated sludge treatment system, various in tank equipment for the active sludge treatment system, non-contact ultraviolet disinfection system, precast effluent reuse lift station and submersible pumps, precast effluent pump station and submersible

pumps, precast manholes, new precast controls building, rotary sludge dewatering press, precast building and storage area for sludge handling, non-potable water storage tank, non-potable water booster pump station, water main extension, non-potable water main, force main, gravity sewer main, aeration blowers, demolition of existing tanks and buildings, sludge removal, site work, paving, electrical, mechanical, plumbing and other miscellaneous items.

**Recommendation:** Hold the public hearing. Assuming there are no substantive comments presented, a motion to approve the Resolution is recommended.

MINUTES OF MEETING TO APPROVE  
PLANS AND SPECIFICATIONS, FORM  
OF CONTRACT AND ESTIMATE OF  
COST

435926-33 (L)

Monticello, Iowa

May 15, 2023

The City Council of the City of Monticello, Iowa, met at 6:00 p.m., on May 15, 2023, at the Community Media Center, Monticello, Iowa, pursuant to published notice. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The Mayor announced that this was the time and place set for hearing on the plans and specifications, form of contract and estimate of cost for the proposed Wastewater Treatment Facility Improvements Project.

Upon investigation, it was found that \_\_\_\_\_ persons had appeared and filed objections to the proposed plans, specifications, form of contract and estimate of cost for the Wastewater Treatment Facility Improvements Project as follows:

**(Insert the word “no” in the blank space above or list here the names of objectors and the types of objections, if any are filed.)**

The City Council heard said objectors and evidence for or against the proposed Wastewater Treatment Facility Improvements Project; whereupon, the Mayor declared the hearing closed.

Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption, seconded by Council Member \_\_\_\_\_; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the said motion duly carried and the resolution adopted as follows:



RESOLUTION NO. \_\_\_\_\_

Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Wastewater Treatment Facility Improvements Project

WHEREAS, the City Council of the City of Monticello, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed Wastewater Treatment Facility Improvements Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on May 15, 2023;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Monticello, Iowa, as follows:

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved May 15, 2023.

---

David Goedken, Mayor

Attest:

---

Sally Hinrichsen, City Clerk

• • • •

On motion and vote, the meeting adjourned.

---

David Goedken, Mayor

Attest:

---

Sally Hinrichsen, City Clerk

**ATTESTATION CERTIFICATE:**

STATE OF IOWA  
COUNTY OF JONES  
CITY OF MONTICELLO

SS:

I, the undersigned, City Clerk of the City of Monticello, Iowa, hereby certify that the attached is a true, correct and complete transcript of the proceedings had and action taken by the City Council up to the present time in connection with the Wastewater Treatment Facility Improvements Project, including a true, correct and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

City Council Meeting  
Prep. Date: 5/3/2023  
Preparer: Sally Hinrichsen



Agenda Item: #3 & 4  
Agenda Date: 05/15/2022

*Communication Page*

**Agenda Items Description:** Public Hearing on Budget Amendments and Resolution Approving the City's Proposed Amendment #1 to the Fiscal Year 2022-2023 Budget

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

**Attachments & Enclosures:**

Resolution
Proposed amendment lists
Public notice

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Synopsis:** Public Hearing required to amend budget

**Background Information:** The Council typically considers annual budget amendments once or twice per year. Amendments come about for various reasons, including but not limited to the following:

1. Council decides to move forward on projects not contemplated when budget was prepared.
2. Project carry over beyond end of one FY into next FY when plan was for project to be done prior to new FY.
3. Revenues or Expenses otherwise come in over or under budget.
4. A grant of donation for a specific purpose comes in unexpectedly.

**Revenues:** Revenues decrease by \$1,667,682 after the amendments. The three pages of "Revenue amendments" attachment discloses each line that is proposed to be amended, most showing increases, some showing decreases, resulting in the net decrease of \$1,667,682. The decrease is mainly the bonding that was proposed this year will not happen until next year (A reduction in revenues shown by a "-" with an increase being merely the number, no "-" or "+").

**Expenses:** Expenses decrease by \$629,606. The three pages "Expense Amendments" attachment discloses the expenses that increased or decreased in the 3<sup>rd</sup> column, expenses decreases be denoted with a "-" and increases being merely the number.

**Staff Recommendation:** It is recommended that the Mayor open the Public Hearing, accept public comment, close the Public Hearing, and thereafter have a motion and second to approve the FY 2023 Budget Amendments

# The City of Monticello, Iowa

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

RESOLUTION #

Amending the Current Budget for the Fiscal Year Ending June 30, 2023

**WHEREAS**, the City Council of Monticello, Jones County, Iowa in said County met on May 15, 2023, at 6:00 PM to take up the proposed amendment. The proposed amendment was considered and taxpayers were heard for and against the amendment.; and

**WHEREAS**, the Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Jones County, Iowa, following notice published on May 3, 2023 and the public hearing held on May 15, 2023, the current budget is amended as set out in the attached adoption to be certified to the Auditor of Jones County.

**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 15<sup>th</sup> day of May, 2023.

---

David Goedken, Mayor

Attest:

---

Sally Hinrichsen, City Clerk/Treasurer

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**

City of MONTICELLO  
Fiscal Year July 1, 2022 - June 30, 2023

The City of MONTICELLO will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

**Meeting Date/Time:** 5/15/2023 06:00 PM

**Contact:** Sally Hinrichsen

**Phone:** (319) 465-3577

**Meeting Location:** Monticello Renaissance Center, 220 East First Street, Monticello, Iowa

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	2,021,054	0	2,021,054
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	2,021,054	0	2,021,054
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	500,000	0	500,000
Other City Taxes	6	464,366	15,000	479,366
Licenses & Permits	7	240,075	31,627	271,702
Use of Money & Property	8	264,502	112,283	376,785
Intergovernmental	9	1,699,624	412,676	2,112,300
Charges for Service	10	2,810,723	271,635	3,082,358
Special Assessments	11	22,300	0	22,300
Miscellaneous	12	219,335	191,637	410,972
Other Financing Sources	13	3,250,000	-2,734,274	515,726
Transfers In	14	1,366,961	31,734	1,398,695
<b>Total Revenues &amp; Other Sources</b>	<b>15</b>	<b>12,858,940</b>	<b>-1,667,682</b>	<b>11,191,258</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Public Safety	16	1,643,864	49,862	1,693,726
Public Works	17	879,402	124,750	1,004,152
Health and Social Services	18	0	0	0
Culture and Recreation	19	891,210	49,747	940,957
Community and Economic Development	20	215,614	27,392	243,006
General Government	21	646,818	172,066	818,884
Debt Service	22	641,336	0	641,336
Capital Projects	23	940,750	374,901	1,315,651
Total Government Activities Expenditures	24	5,858,994	798,718	6,657,712
Business Type/Enterprise	25	3,793,583	-1,460,058	2,333,525
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>9,652,577</b>	<b>-661,340</b>	<b>8,991,237</b>
Transfers Out	27	1,366,961	31,734	1,398,695
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>11,019,538</b>	<b>-629,606</b>	<b>10,389,932</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>1,839,402</b>	<b>-1,038,076</b>	<b>801,326</b>
Beginning Fund Balance July 1, 2022	30	3,936,260	1,433,842	5,370,102
<b>Ending Fund Balance June 30, 2023</b>	<b>31</b>	<b>5,775,662</b>	<b>395,766</b>	<b>6,171,428</b>

**Explanation of Changes:** Revenue increases include: donations and grant funds that were received for various departments. City has taken over softball and baseball programs, as MYBSA disbands, so the revenue for registration and concession stand is reflected. City did not bond for capital projects, like Sixth Street ditch, wastewater treatment plant, street project and south water tower repainting, as expected, so the overall revenue shows a decrease. Expenses include: Operation costs related to the softball and baseball programs, along with equipment and supplies purchased with grant funds that were received throughout the year by various departments. The cost of City's general insurance and supplies increased. City intended to bond to begin construction on various capital projects, such as the south water tower repainting and wastewater treatment facility, however these projects did not get approved as quickly as expected, so most of those expenses will be in future budgets. City intends to bond early in the next fiscal year to cover the costs related to these projects.

Fiscal Year 2022-2023 Budget First Amendments - Revenues dated April 24, 2023

Budget Line Item	Current Budget	Proposed Budget	Increase/Decrease	For
General				
Trans in Canine	4426	200	-\$4,226	
Gas Franchise	42000	73627	\$31,627	
Interest	10000	42000	\$32,000	
Auditorium & Room Rent	3000	7200	\$4,200	
CH Room Deposit	1000	2700	\$1,700	
Bullet Proof Vest Grant	0	693	\$693	
State grants	1500	5819	\$4,319	STEP, camera grant
Iowa Ded-Catalyst Grant	0	100000	\$100,000	
Pool Lessons	13000	17950	\$4,950	
Refunds & Reimbursements	20000	10500	-\$9,500	liability ins reimbursement
COAP Enforcement Liaison	0	2839	\$2,839	
Tax Lien Fees & Payments	300	6115	\$5,815	
Ground/Property	0	15000	\$15,000	Bradley/Faust
Berndes Center				
Interest	500	900	\$400	
Room Rental	20000	20833	\$833	
MBC Leagues & Classes Regist	18000	33000	\$15,000	
Refunds & Reimbursements	1200	1650	\$450	
Concessions	2000	8500	\$6,500	tournaments
Transfer In	126950	120450	-\$6,500	moved to aquatic center
Tournament Officiating				
Leagues & Classes Registration	0	25000	\$25,000	tournaments
Police Canine Unit				
Interest	0	150	\$150	
Canine Donations	6000	1000	-\$5,000	
Miscellaneous Income	0	300	\$300	sold dog cage
Trees Forever				
Interest	300	900	\$600	
Tree Grants	0	22500	\$22,500	Trees Forever
Ambulance				
Interest	600	3500	\$2,900	
Ambulance Revenue	300000	426000	\$126,000	
Ambulance Miscellaneous	0	1736	\$1,736	
Hotel/Motel Tax				
Hotel/Motel Tax	25000	40000	\$15,000	
Interest	250	700	\$450	
Police Improvement				
Tobacco Sting	0	525	\$525	
Library Improvement				
Interest	350	1000	\$650	
Deposit/Donations	6000	10000	\$4,000	
Comm Foundation Grant	2500	3000	\$500	
Library				
Interest	200	1100	\$900	

Revenue #1

Equipment Set-a-side				
Transfer In Gen for Pool Setaside	0	10000	\$10,000	
Interest	400	1500	\$1,100	
Donations	0	2610	\$2,610	Comm Bldg
Airport				
Interest	500	3500	\$3,000	
Airport Fuel Sales	8000	9500	\$1,500	
Road Use				
Road Use Taxes	500960	540960	\$40,000	
Refunds & Reimbursements	0	38687	\$38,687	
Sale of Equipment	0	726	\$726	
Road Use Set-a-Side				
Interest	500	2200	\$1,700	
TIF Revenue				
Interest	2000	8500	\$6,500	
Slavka Gehret Fund				
Interest	2100	5200	\$3,100	
ARPA Capital Fund				
Interest	2000	14000	\$12,000	
Park Improvement				
Interest	\$200	\$2,200	\$2,000	
Donations & Deposits	\$10,000	\$46,200	\$36,200	
Austin Strong Playground	\$3,000	\$80,451	\$77,451	
Fundraising Revenue	\$0	\$1,208	\$1,208	
Transfer in Pool Setaside	\$10,000	\$0	-\$10,000	Moved to General Setaside
Ambulance Improvement				
Delaware Co Township Taxes	\$15,000	\$0	-\$15,000	
Interest	\$100	\$3,600	\$3,500	
Transfer In	\$0	\$6,000	\$6,000	
Capital Improvements				
Trans In a port grant match	\$66,300	\$102,760	\$36,460	
Interest	\$1,500	\$1,000	-\$500	
22A/port Taxiway/IDOT Gratr	\$64,000	\$0	-\$64,000	
AIP Grant-22 Taxiway/Apron	\$596,700	\$940,000	\$343,300	
Bonding Proceeds	\$250,000	\$0	-\$250,000	doing next Fiscal Year
Low Income Housing				
Interest	\$100	\$425	\$325	
Baty Disc Golf				
Interest	\$100	\$425	\$325	
Donations & Deposits	\$0	\$6,680	\$6,680	Comm Foundation -Baty
Water Operating				
Interest	\$1,000	\$5,500	\$4,500	
Water Capital Improvement				
Interest	\$700	\$3,500	\$2,800	
Equipment Set-a-Side	\$20,000	\$60,500	\$40,500	
Sewer Operating				
Interest	\$2,000	\$25,000	\$23,000	

Revenue #2



Sewer Capital Improvements				
Equipment Set-a-Side	\$20,000	\$60,500	\$40,500	
Bond Proceeds	\$3,000,000	\$500,000	-\$2,500,000	bidding in late FY 2023
Sanitation				
Interest	\$500	\$3,800	\$3,300	
Yard Waste Site				
Interest	\$150	\$1,000	\$850	
Storm Water				
Stormwater Fee	50000	67500	\$17,500	
Sales Tax	3200	5385	\$2,185	
TOTAL			-\$1,667,682	

Revenue \*3

Fiscal Year 2022-2023 Proposed Budget First Amendments - Expenditures dated April 24, 2023

Budget Line Item	Current Budget	Proposed Budget	Increase/Decrease	For
Police				
PT COAP Grant	0	2105	\$2,105	
City Share Soc Sec/Medicare	0	154	\$154	
City Share IPERS	0	168	\$168	
Unemployment Compensation	350	535	\$185	
Vehicle Oper Supplies	14000	19000	\$5,000	
General Insurance	15700	18068	\$2,368	
Other Attorney Fees	500	2000	\$1,500	
Operating Supplies	3500	4750	\$1,250	
Other Capital Equipment	0	4595	\$4,595	new camera system with grant
Streets - General				
Rep/Maint on Equip	0	18000	\$18,000	dump truck repairs
Street Maint Supplies	5000	0	-\$5,000	
Roadway/Streets Construction	10000	0	-\$10,000	
Streetlights				
Light Structures	20000	46800	\$26,800	
Aquatic Center				
Pool Manager	0	6000	\$6,000	from MBC
General Insurance	8000	10842	\$2,842	
Office Supplies	500	1000	\$500	from MBC
Cemetery				
Tractor Operating Supplies	3250	3750	\$500	
Utility Services	2200	3000	\$800	
Soldier's Memorial-General Fund				
Rep/Maint of Bldg	2000	3200	\$1,200	
General Insurance	3525	4298	\$773	
Attorney				
Other Attorney Fees	30000	20000	-\$10,000	
City Hall				
Rep/Maint on Bldg	10000	30000	\$20,000	air conditioning units, lights
General Insurance	30000	37611	\$7,611	
Computer Support Fees	8000	9000	\$1,000	Gworks /copier
County Contributions	27000	42500	\$15,500	Main Street & Chamber
Misc Contract Work	15000	130000	\$115,000	Glass Tap grant/Bradley house
Furniture & Fixtures	0	7655	\$7,655	phone system
Transfers				
Trans to Rec Center	126950	120450	-\$6,500	moved to aquatic center manager
Berndes Center				
Salaries-MBC staff	64000	44000	-\$20,000	
Janitorial Services	3000	5000	\$2,000	
Utilities	20000	33696	\$13,696	
General Insurance	12350	18882	\$6,532	
League Exp/Sponsors	13000	18000	\$5,000	for tournaments
MBC Pro Fees	15000	1304	-\$13,696	
Concessions	1500	8000	\$6,500	for tournaments concessions
Office Supplies	5000	7000	\$2,000	computer
Tournament Officiating				

Expense \* 1

REC Contract Services	0	12000	\$12,000	tournament refs
Self Funded Insurance				
Cem City Self Insurance	400	2500	\$2,100	
Police Canine				
Transfer out	4426	200	-\$4,226	
Trees Forever				
Trees	6000	22500	\$16,500	Trees Forever \$12000/Alliant\$4500
Ambulance				
Overtime	16000	20000	\$4,000	
Workers Compensation	40000	30000	-\$10,000	
Utility Services	5000	6500	\$1,500	
Telephone	1600	3000	\$1,400	phone system
General Insurance	9955	10882	\$927	
Patient/Mutual Aid Fees	0	400	\$400	
Billing Fees	22000	37000	\$15,000	PCC & Collection Co.
Refunds	2500	11000	\$8,500	Iowa GEMT
Scientific & Medical Supplies	10000	14000	\$4,000	
Radio and Radio Equipment	8000	12560	\$4,560	P25 radio upgrades
Hotel/Motel				
County Contributions	0	15000	\$15,000	Main Street
Park/Tourism/Economic Dev	15000	15300	\$300	JCED & Chamber dues
Police Improvement				
Minor Equipment	0	1072	\$1,072	weapon
Library Improvement				
Books	3500	6000	\$2,500	donation
Equipment Set-a-Side				
Transfer to Ambulance Imp	0	6000	\$6,000	IV Fusion pumps/protocol update
Super MAC				
Video/Audio	0	2000	\$2,000	
Airport				
Repair/Maint to Bldg	1500	20000	\$18,500	
Repair/Maint to Equip	6500	61000	\$54,500	AWOS
Other Capital Equip	1000	3000	\$2,000	
Trans to Cap Imp	66300	102760	\$36,460	IDOT/AIP grants
Road Use				
Rep /Maint on Bldgs	5000	7000	\$2,000	
Tree & Stump Removal	10000	26000	\$16,000	
Vehicle Oper Supplies	15000	17000	\$2,000	
Other Capital Equipment	0	7950	\$7,950	tractor payment
Snow Removal	30000	22000	-\$8,000	not renting tractor
TIF Special Revenue				
Kardes Rebate	23254	23344	90	
Cobblestone Inn Agreement	42450	42200	-250	
Royal Flush Agreement	50756	78336	27580	utility bill increase
Orbis Agreement	61436	61544	108	
Mercy Care	14218	14222	4	
Lauren Welter rebate	1142	1096	-46	
Paige Jacobs rebate	1216	1168	-48	
NJS LLC rebate	1142	1096	-46	
Police Forfeiture				
Forfeiture Minor Equipmennt	0	1178.3	\$1,178	weapon

Expenses #2

Park Improvement				
Special Events	0	2213	\$2,213	
Refunds	0	325	\$325	tournaments
Fundraising Payouts	0	630	\$630	
Austin Smith Playground	50000	145533	\$95,533	Inclusive Playground
Cemetery Improvements				
Grnd Oper/Maint	0	3500	\$3,500	
Capital Improvement				
E 7th Street Reconstruction	25000	30700	\$5,700	7th St & Oak St
A/port Taxiway/Apron	743000	940000	\$197,000	
Community Building	0	20000	\$20,000	blinds
Sixth Street Ditch	0	30000	\$30,000	engineering
North Chestnut Street	0	20000	\$20,000	engineering
Water Operating				
Vehicle Oper Supplies	3000	6500	\$3,500	
General Insurance	14075	18062	\$3,987	
Other Capital Equipment	50000	65370	\$15,370	
Water Capital Improvement				
Water Tower Painting	0	10000	\$10,000	
Sewer Capital Improvements				
Sewer Facility Improvements	2150000	650000	-\$1,500,000	
Yard Waste Site				
Pro Fee-Yard Waste	30000	35000	\$5,000	
Storm Water				
Sales Tax	3300	5385	\$2,085	
Total			-\$629,606	

Expense #3

**City Council Meeting**  
**Prep. Date:** 05/10/2023  
**Preparer:** Russell Farnum



**Agenda Item:** # 6  
**Agenda Date:** 05/15/2023

*Communication Page*

**Agenda Items Description:** Set public hearing on sale of 541 Chestnut Street

**Type of Action Requested:** Resolution

**Attachments & Enclosures:**

<b><u>Fiscal Impact:</u></b>	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Synopsis:** The City has purchased the nuisance property at 541 Chestnut. Interested buyers have reached out to Chief Smith about purchasing the land. At the May 1 meeting, Council directed Staff to begin the RFP process for interested purchasers, with proposals due June 1 for consideration at the June 5 City Council meeting.

In order to make a decision at the June 5 meeting, Council will have to hold a public hearing on the proposals at the same meeting. This resolution schedules said hearing.

**Recommendation:** Approval of the Resolution scheduling a public hearing for June 5 is recommended.

# THE CITY OF MONTICELLO, IOWA

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

RESOLUTION # \_\_\_

Scheduling a public hearing for June 5, 2023 at 6:00 PM to receive input and to preliminarily accept a proposal for the purchase of 541 North Chestnut Street

**WHEREAS**, The City Council agreed to accept proposals on City owned property located 541 North Chestnut Street, and

**WHEREAS**, The City has received proposals related to the property and based thereon finds that a Public Hearing should be scheduled on the proposed sale of the property, and

**WHEREAS**, At the Public Hearing, the Council will receive and consider public input related to the potential sale of said property, and the Council will decide whether or not to sell the property, to sell a portion of the property, or to not sell the property at all and the conditions, if any, tied to the Council decision.

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 15<sup>th</sup> day of May, 2023 that a Public Hearing on the proposed sale of City owned property located 541 North Chestnut Street should be scheduled for the 5<sup>th</sup> day of June, 2023 at 6:00 p.m., with notice to be published in the Monticello Express as required by the Iowa Code.

**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 15<sup>th</sup> day of May, 2023.

---

Dave Goedken, Mayor

*Attest:*

---

Sally Hinrichsen, City Clerk

## **Notice Request for Proposals**

The City of Monticello is accepting proposals for the sale of the City-owned property at 541 N. Chestnut Street (Parcel ID 02-21-432-002). The lot is 50 feet wide and 110 feet deep (more or less) and is zoned R-1 Single Family Residential. The lot is occupied by a single-family home, and a detached, 2-car garage, both of which need to be demolished.

Proposals should include the purchase price, proposed plan for development (site plans, building elevations, etc.), construction timeframe, and other terms or special requests. Proposals should be in keeping with the single-family zoning of this neighborhood.

All proposals are due at City Hall by 5 pm on Wednesday, May 31, 2023. The City Council will hold a hearing to consider the proposals received, at the regular meeting of June 5. Criteria used to weigh the proposals includes, but not limited to, the following considerations:

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

The City Council will then decide which proposal will bring the greatest benefit to the City. The City Council may or may not take action on June 5, and may ask for any proposal to be modified to meet terms agreeable to the City.

Please direct questions to Russ Farnum, City Administrator, at 319-465-3577 or by e-mail at [rfarnum@ci.monticello.ia.us](mailto:rfarnum@ci.monticello.ia.us).

City Council Meeting  
Prep. Date: 5/3/2023  
Preparer: Sally Hinrichsen



Agenda Item: #7  
Agenda Date: 5/15/2023

*Communication Page*

**Agenda Items Description:** Resolution to request abatement of accrued and future taxes on City owned Property utilized for public purposes within the City limits of the City of Monticello

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

**Attachments & Enclosures:**

resolution

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Synopsis:** Taxes accrued on Parcel 0216300043 - Northridge Estates Third Addition includes Lot A, a parcel created to describe the Right-of-Way of John Drive, a City street located within the City limits.

**Background Information:** City Accepting Dedication of portion of John Drive and public improvements located within the right-of-way thereof same being identified as Lot A in Northridge Estates Third Addition, City of Monticello, Jones County, Iowa, with Resolution 2022-122 on October 24, 2022. This lot is the Right-of-Way of John Drive and dedicated to the City by Highland Corporation. Being a street dedication, the City was not paid accrued taxes. By State Code the City can request that the County abate the taxes and the County really has no choice but to do so.

Parcel 0216300043 (Lot A in Northridge Estates Third Addition, street right-of-way)

The proposed resolution will result in the abatement of any and all accrued and accruing taxes.

**Staff Recommendation:** Staff recommends that the City request that the County officially abate any and all taxes past due and/or accrued on the above referenced property as provided by the Iowa Code.

Iowa Code 445.63 Abatement of taxes.

When taxes are owing against a parcel owned or claimed by the state or a political subdivision of this state and the taxes were owing before the parcel was acquired by the state or a political subdivision of this state, the county treasurer shall give notice to the appropriate governing body which shall pay the amount of the taxes due. **If the governing body fails to**



**immediately pay the taxes due, the board of supervisors shall abate all of the taxes.**

# The City of Monticello, Iowa

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

## RESOLUTION #

**Resolution** 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.

**WHEREAS**, The City of Monticello recently Accepting Dedication of portion of John Drive and public improvements located within the right-of-way thereof same being identified as Lot A in Northridge Estates Third Addition, City of Monticello, Jones County, Iowa, same being described by the following Tax Parcel ID: 0216300043, and

**WHEREAS**, The City accepted the street dedication and City did not, therefore, collect sums from the property owner to pay previously accrued property taxes, and

**WHEREAS**, The Council finds it appropriate, under the circumstances, to request the abatement of all accrued and accruing taxes related to said parcel, whether past due or accrued and not yet due, and to so inform the County Treasurer so that the County Board of Supervisors can take action to formally abate said taxes as required by §445.63 of the Iowa Code.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby direct the City Clerk to inform the County Treasurer of the decision of the City Council to request the abatement of the taxes accrued and accruing on the above-described tax parcel consistent with §445.63 of the Iowa Code.

**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 15<sup>th</sup> day of May 2023.

---

David Goedken, Mayor

Attest:

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Sally Hinrichsen, City Clerk

**The City of Monticello, Iowa**

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

***RESOLUTION #2022-122***

**Accepting Dedication of portion of John Drive and public improvements located within the right-of-way thereof same being identified as Lot A in Northridge Estates Third Addition, City of Monticello, Jones County, Iowa**

***WHEREAS,*** The City of Monticello, Iowa is an incorporated City within Jones County, Iowa; and

***WHEREAS,*** Highland Corporation previously saw to the Plat of Northridge Estates Third Addition, City of Monticello, Iowa, the Council approved said Plat, and said final plat was recorded on September 10, 2021 as Jones County Recorder Document # 2021-3249, and

***WHEREAS,*** The Final Plat of Northridge Estates Third Addition includes Lot A, a parcel created to describe the Right-of-Way of John Drive, a City street located within the City limits, same being titled in Highland Corporation, and

***WHEREAS,*** The Council finds that the street and other infrastructure improvements including water main, hydrants, valves, sanitary main, and storm sewer improvements have been utilized by the public for many years and maintained by the City, and

***WHEREAS,*** The Council finds that the owners of the property have executed a formal Dedication of said parcel, a copy of same being appended hereto, and

***WHEREAS,*** The Council finds, based upon the above and foregoing, that the proposed dedication of those public improvements should be accepted, said public improvements to be maintained and preserved by the City of Monticello for the use, enjoyment, and benefit of the citizens of Monticello.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby accept the dedication of the property identified as Lot A within the Final Plat of Northridge Estates Third Addition, City of Monticello, Jones County, Iowa as described within the body of this Resolution. The Clerk is directed to record this Resolution and attached Dedication.

**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 24<sup>th</sup> day of October, 2022.

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David Goedken, Mayor

*Attest:*

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Sally Hinrichsen, City Clerk/Treasurer

**City Council Meeting**  
**Prep. Date:** 5/9/2023  
**Preparer:** Sally Hinrichsen



**Agenda Item:** #8  
**Agenda Date:** 05/15/2022

*Communication Page*

**Agenda Items Description:** Resolution scheduling Public Hearing on the City of Monticello FY 2022/2023 Budget Amendments for June , 2023

**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:** Proposed Amendments to FY '2023 Budget

**Background Information:** Every year, generally once or twice, we amend the budget to conform to actual revenue and expense. Expenses are more important than revenue from an amendment process, however, we attempt to recognize new/unanticipated revenues as well as expenditures not planned or anticipated at budget creation.

All we are doing tonight is scheduling the public hearing to consider the proposed budget amendments. Staff will provide a more detailed analysis of the proposed amendments between now and the next meeting. Notice will be published in the Express as required by the Iowa Code.

A few items come up since the 1<sup>st</sup> Budget amendment notice was published. These items will be in this amendment notice.

**Staff Recommendation:** It is recommended that the Council approve the proposed resolution scheduling public hearing on the proposed FY '23 budget amendments for June , 2023 at 6:00 p.m.

# The City of Monticello, Iowa

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

RESOLUTION #

## **Scheduling Public Hearing on City of Monticello 2022/2023 Fiscal Year budget amendments for June 5, 2023 at 6:00 p.m.**

**WHEREAS,** The Iowa Code requires that prior to a budget Program will exceed the amount originally budgeted for that Program that the City of Monticello hold a Public Hearing on all proposed budget amendments for the 2022/2023 fiscal year, prior to the final approval of same, and

**WHEREAS,** Notice of the Public Hearing must be published at least ten but no more than twenty days prior to the Public Hearing, and

**WHEREAS,** Notice shall be published in the Monticello Express, scheduling Public Hearing for the 5th day of June, 2023 at 6:00 P.M. at the Community Media Center, City Council Chambers, Monticello, Iowa, and

**WHEREAS,** The City Clerk is instructed to see to the publication of the appropriate Notice in the Monticello Express, consistent with the above dictates, so that the Public Hearing may be held as scheduled herein.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby schedule Public Hearing on the proposed 2022/2023 budget amendment for the 5<sup>th</sup> day of June, 2023 at 6:00 p.m. to be held in the City Council Chambers at the Mary Lovell LeVan Renaissance Center in Monticello, Iowa.

**IN TESTIMONY WHEREOF,** I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 15<sup>th</sup> day of May, 2023.

---

David Goedken, Mayor

Attest:

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Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting  
Prep. Date: 05/10/2023  
Preparer: Russell Farnum



Agenda Item: # 9  
Agenda Date: 05/15/2023

*Communication Page*

**Agenda Items Description:** Hiring two P/T Paramedics

**Type of Action Requested:** Resolution

**Attachments & Enclosures:**  
  
Resolution

<b><u>Fiscal Impact:</u></b>	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Synopsis:** Britt Smith, Lori Lynch and Russ Farnum interviewed two part time paramedic candidates on May 2. Both candidates are well qualified and willing to accept the positions.

**Background:** Due to the departure of Jake Gravel from the full-time position of paramedic, Britt prepared hiring announcements and sought out new candidates for the position. During our application period two candidates applied, both of whom are well qualified, but only want part-time work. Cody Falkers has been an EMT since 2013 and Paramedic since 2017. Jamie Coleman is currently an Advanced EMT and will be graduating Kirkwood with a Paramedic qualification later this month. Coleman’s hire will be at the A-EMT level temporarily until he graduates as Paramedic.

**Recommendation:** A motion to approve is recommended.

# The City of Monticello, Iowa

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

RESOLUTION # \_\_\_

To approve the hiring of two Monticello  
Ambulance Part-Time Paramedics and setting wage

**WHEREAS**, Monticello Ambulance hires Part-Time Paramedics to assist in the covering of open shifts vacated by our Full-Time staff due to time-off requests, sick time usage, and other various special events., and

**WHEREAS**, The City Administrator, the Police Chief, and the Lead Paramedic, interviewed candidates for the positions, and

**WHEREAS**, The interview committee felt both candidates were great additions to the Part-Time Paramedic roster and wish to offer both of them a Part-Time Paramedic position, and

**WHEREAS**, The City Council has set forth starting wages for Paramedics at \$23.40 until June 30, 2023, and \$25.40 per hour starting on July 1, 2023, and

**WHEREAS**, The City Administrator recommends hiring the two Monticello Ambulance Part-Time Paramedics and

**WHEREAS**, The Council finds it appropriate to follow the recommendation of the interview panel and the City Administrator, and further finds that the wages set are fair and reasonable and should, therefore, be approved.

**NOW, THEREFORE**, The Council hereby authorizes the hiring two Monticello Ambulance Part-Time Paramedics with a starting wage of \$23.40 until June 30, 2023, and \$25.40 per hour thereafter.

**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 15<sup>th</sup> day of May 2023.

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David Goedken, Mayor

Attest:

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Sally Hinrichsen, City Clerk/Treasurer



**City Council Meeting**  
**Prep. Date:** 05/09/2023  
**Preparer:** Russell Farnum



**Agenda Item:** # 10  
**Agenda Date:** 05/15/2023

*Communication Page*

**Agenda Items Description:** Resolution in Support of Workforce Housing Application for BR5; on Lot 3 of BR3 Subdivision (east of Dollar Fresh)

<b><u>Type of Action Requested:</u></b> Resolution	
<b><u>Attachments &amp; Enclosures:</u></b>  Resolution Building Elevation	<b><u>Fiscal Impact:</u></b> Budget Line Item: Budget Summary: Expenditure: Revenue:

**Synopsis:** Brian Ridge, owner of BR3 development (that developed the Dollar Fresh project) is interested in constructing a 12-unit apartment building on the additional lot they added east of Dollar Fresh. The holding company for this project is now “BR5” instead of BR3. The proposal is to construct “workforce” housing through the Iowa Economic Development Workforce Housing Tax Credit program.

In order to qualify to submit for the program, they need a Resolution of Support from the City, and a commitment to contribute a minimum of \$1,000 per unit (\$12,000 total) to the project.

The developer requires this Resolution of Support to meet the June 30 deadline for application to the Iowa Workforce program. If accepted and funded through the Iowa Workforce program, BR5 would still negotiate a development agreement with the City pertaining to the details of the project, which is likely to also include a TIF subsidy.

**Background:**

This property is a 1.25 acre lot located on East 1<sup>st</sup> Street, north of Locust. When BR3 submitted the Final Plat of BR3 subdivision for approval by the City, they reserved ownership of this additional lot for future development.

The engineering plans that were approved as part of this subdivision only addressed development of the Dollar Fresh site, which is on Lot 1 of the subdivision. Although some grading work and other improvements were completed on Lot 2, there was neither a site plan nor civil engineering plans submitted for the subject property. Therefore, there is not sufficient information provided to address concerns such as flood plain, service locations, curb cut, building location, parking, or any other details at this time. The developer will have to provide that information as an engineered site plan prior to

development. That will all depend upon the granting of State Workforce funding for this project. Conceptual plans are attached for Council consideration.

The lot is split between C-1 General Commercial, and C-2 Central Commercial zoning. The developer will also have to re-zone to an appropriate Residential district as part of the development approvals for this project.

However, the developer is not asking to construct the building yet. They are asking for the City to support their proposal in an application to the State for workforce housing funding. This is the first step in a multiple-step process. Future steps will include approval of the Development Agreement and submittal of the rezoning request, with appropriate engineering and other plans for the actual construction of the project. If the State funding is approved, these steps would occur over the summer.



*Proposed site outlined in green*

**Recommendation:** Council approved a similar request around this time last year, but the project did not receive State funding. Supporting this request allows BR5 to submit for financing the project through the Iowa Workforce Housing program, and only commits the City to funding \$12,000 toward the project if the State funding is approved. There is a June 30 deadline to apply for that program, so action would be necessary at this Council meeting.

This Resolution of Support does not obligate the City to ultimately approve the rezoning or other approvals that are necessary down the road.

# The City of Monticello, Iowa

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

## RESOLUTION #\_\_\_\_

To approve Support of Workforce Housing Application for BR5;  
on Lot 3 of BR3 Subdivision (east of Dollar Fresh)

**WHEREAS**, BR5 Properties (the "Developer") is proposing the construction of a 12-unit apartment building on East First Street near the north end of Locust Street, known as Lot 2 of BR3 Subdivision (the "Project") with an overall investment of over \$2,000,000, and has submitted an application for Workforce Housing Tax Credit (WHTC) funds through the Iowa Economic Development Authority (IEDA), and

**WHEREAS**, the WHTC funds require the City to provide local match funds for the proposed Project at no less than \$1,000 per dwelling unit, and

**WHEREAS**, the City has an affordable housing fund and a property tax abatement through Chapter 10 of the Municipal Code, and the proposed Project qualifies for those programs, and

**WHEREAS**, the Project is located within the City's Urban Revitalization Area which provides a mechanism for the City's local match, and

**WHEREAS**, if the Project is approved for State funding the City will consider entering into a Development Agreement with the Developer pertaining to incentives provided by the City for the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTICELLO, IOWA, as follows:**

1. The City Council hereby expresses its support of the application submitted by BR5 Properties, Inc. for Workforce Housing Tax Credit funds.
2. The local match funds of \$12,000 are hereby approved subject to the Project being awarded Workforce Housing Tax Credit funds, and subject to other terms and funding which will be negotiated as part of an anticipated future Development Agreement.

3. Upon the award of Workforce Housing Tax Credit Funds, the City Manager, or designee, is authorized to negotiate a Development Agreement with BR5 Properties, Inc. memorializing the commitment of the parties to the proposed Project, including the City participation identified herein.

**IN THE TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 15<sup>th</sup> day of May 2023.

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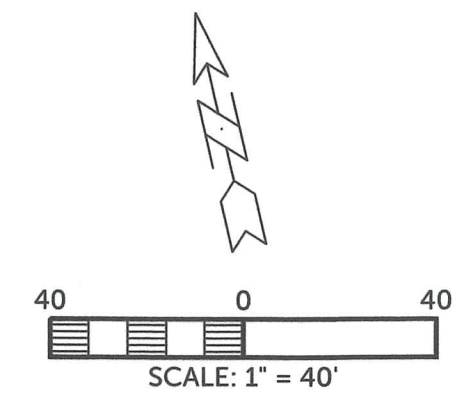
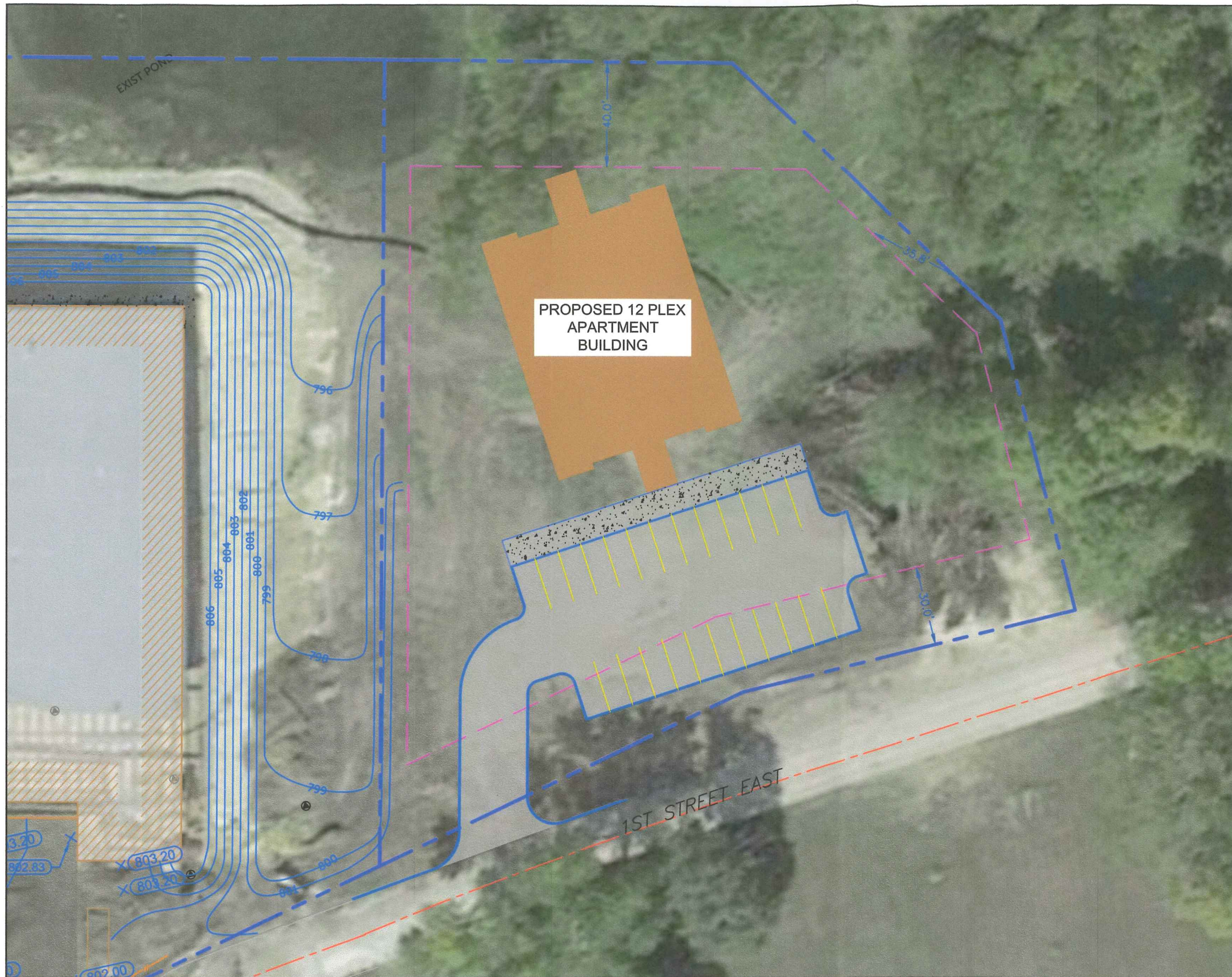
David Goedken, Mayor

*Attest:*

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Sally Hinrichsen, City Clerk/Treasurer





**ZONING SUMMARY:**

ZONING: C-1 GENERAL COMMERCIAL DISTRICT

FRONT YARD SETBACK: 30'  
 SIDE YARD SETBACK: 10'  
 REAR YARD SETBACK: : 40'

**BURRINGTON GROUP, INC.**  
 Civil Engineering | Land Surveying  
 105 W. Main Street Manchester, Iowa 52057  
 Phone 563-927-2434 burringtongroup.com

DRAWN BY: JAW	APPROVED BY:
DATE: 6/2/2022	PROJECT NO:

PROJECT

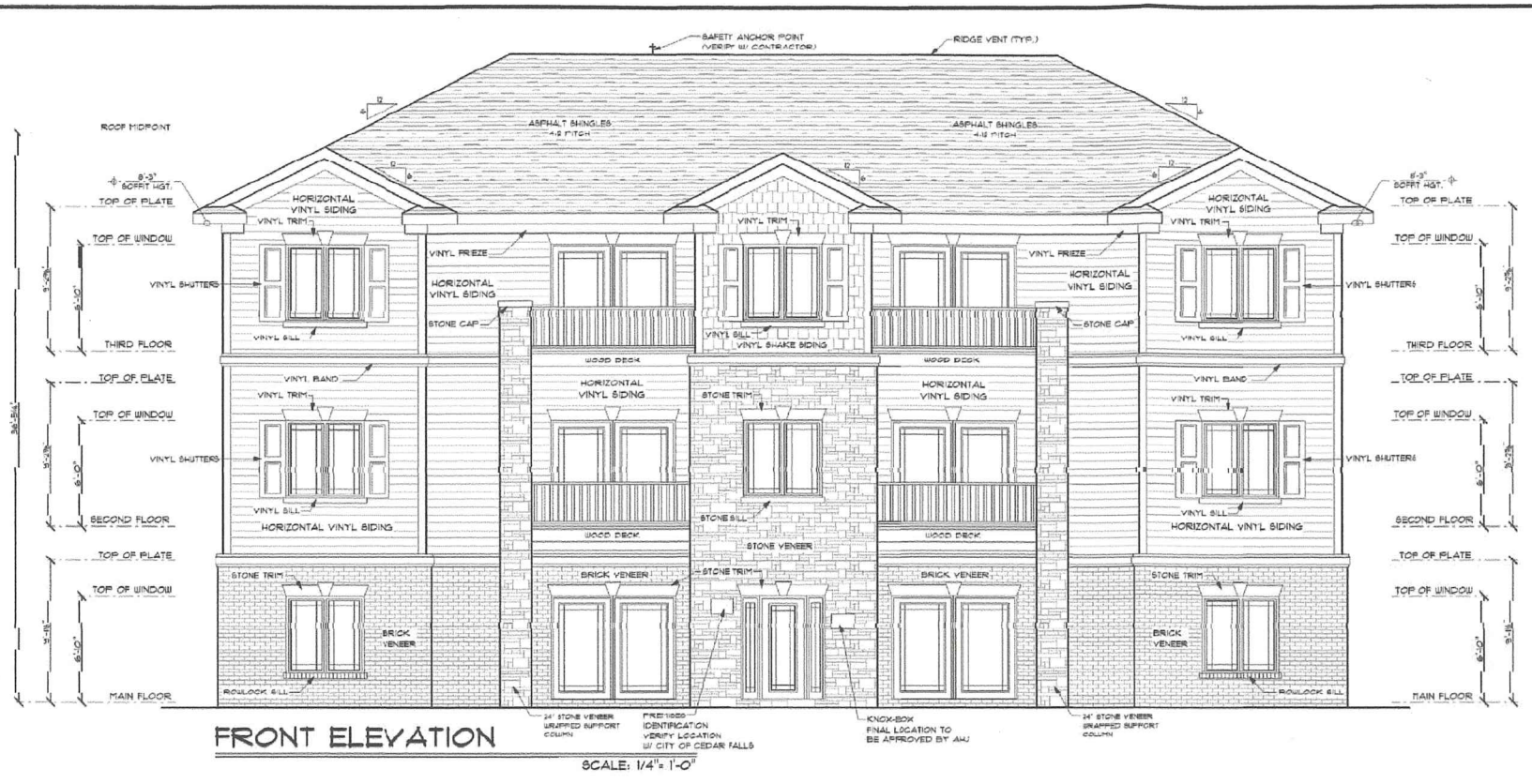
**BR3 APARTMENTS  
 MONTICELLO, IOWA**

SHEET NAME

**CONCEPT SITE  
 PLAN**

SHEET NO.	OF
1	1





**FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"

**BUILDING CODE REVIEW:**

2009 IBC

TOTAL BUILDING SIZE: 4810 SQ. FT. x 3 STORIES = 0.830 SQ. FT.

CONSTRUCTION TYPE: TYPE V-B

LOCATION ON PROPERTY: REFER TO SITE PLANS AS PROVIDED BY CIVIL ENGINEERS

OCCUPANCY CLASSIFICATION (CHAPTER 5): GROUP R-3

OCCUPANT LOAD (TABLE 1004.1.1): RESIDENTIAL: 200 GROSS / OCCUPANTS + 21 PER FLOOR

ALLOWABLE AREA + HGT. (TABLE 503): GROUP R-3 SPRINKLED (N/PAIRS) - 3 STORY MAXIMUM: 60'0" HEIGHT MAX.; 1000 SQ. FT. MAX AREA PER FLOOR

AREA SEPARATION (TABLE 202.2.2): N/A

EXIT TRAVEL DISTANCE (TABLE 1030.1): GROUP R-3 250 FEET MAX IN SPRINKLED BLDG / ACTUAL DISTANCE: 33'-0"

REQUIRED EXITS (TABLE 1031.1): (2) REQ'D

EXITS PROVIDED: (2) PROVIDED

SPRINKLER SYSTEM REQ'D (CHAPTER 9): SPRINKLER SYSTEM IS REQ'D (N/PAIRS)

EMERGENCY EXIT LIGHTING (TABLE 1006.1): REQ'D AS PER SECTION / SEE PLAN FOR PLACEMENT

FIRE EXTINGUISHERS (SECTION 904): REQ'D AS PER SECTION + INTERNATIONAL FIRE CODE / SEE PLANS

HANDICAP ACCESSIBLE REQUIREMENTS (CHAPTER 11): GROUP R-3 / (4) "TYPE B" REQ'D / (4) PROVIDED @ MAIN FLOOR

INTERIOR FINISHES (TABLE 803.5): GROUP R-3 / CLASS "C" SMOKE + FLAME SPREAD

**MATERIALS NOTES:**

- IT IS THE OWNER OR CONTRACTOR'S RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO PREVENT AGAINST THE BUILD-UP OF MOISTURE OR MOLD.
- CONSTRUCTION MATERIALS REFERENCED HEREIN ARE FOR INFORMATION PURPOSES ONLY AND MAY NOT COMPLY WITH YOUR LOCAL, COUNTY OR STATE REGULATIONS. OWNER OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CHECK AND SELECTION OF ALL CONSTRUCTION MATERIALS.
- FINISHES TO BE INSTALLED:
- AT WALL AND ROOF INTERSECTIONS:
  - W/ SHIP-LAP TRIM OR A SHIP-LAP IN TRIP BUMP OR DIRECTION.
  - AROUND ROOF OPENINGS
  - AT WIND BREAKING MATERIAL CHANGES, ETC.
  - ICE PROTECTION.
- LAYERS OF INSULATION IDENTIFIED TOGETHER OR BY A SELF-IDENTIFYING POLYMER FLOORING BARRIER SHALL EXTEND WITH THE SHEET EDGE TO A POINT AT LEAST 1" BEYOND THE EXTERIOR WALL LINE OF THE BUILDING.
- ROOF DRAINAGE:
  - COLLECT AND DISCHARGE ALL ROOF DRAINAGE TO THE GROUND SURFACE AT LEAST 5 FEET FROM FOUNDATION WALLS OR TO AN APPROVED DRAINAGE SYSTEM.
  - ROOF GUTTERS:
    - VERIFY HELL HGTS. ON TRUSSES. ALL HELL HGTS. MAY NOT BE THE SAME.
    - WALL HGTS. + RAFTERS AREAS MAY NEED TO BE ADJUSTED UP OR DOWN TO MATCH HELL + FINISHED AREA. (2) RAFTERS LINE. MATCH UP. VERIFY HGTS. W/ TRUSS MFR.
  - ROOF VENTILATION:
    - PROVIDE RIDGE VENTS AND SHIRT VENTS AS REQ'D BY CODE.



**REAR ELEVATION**  
SCALE: 1/4" = 1'-0"

City Council Meeting  
Prep. Date: 05/10/2023  
Preparer: Russell Farnum



Agenda Item: # 11  
Agenda Date: 05/15/2023

*Communication Page*

**Agenda Items Description:** Engineering Scope of Work - East First Street - street improvements and trail/sidewalk connection from Main to Willow Trail

**Type of Action Requested:** Discussion and Possible Motion

**Attachments & Enclosures:**  
  
Draft Engineering Scope of Services

<b>Fiscal Impact:</b>	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

**Synopsis:** The City Administrator asked the City Engineer to prepare a Scope of Work and Professional Services Agreement to complete the engineering of East First Street between Main Street and the Kitty Creek bridge. Council discussion and direction on how much work should be completed as part of this scope is requested.

**Background:** As we discussed with the capital planning worksession, it would be wise to hold off performing the street reconstruction until the WWTF construction is complete. However, there has been pressure from the public to provide the pedestrian connection from downtown to the Willow Trail.

In order to assure that connection is built correctly, it was recommended that the entire section of First Street, from Main Street to the bridge, be engineered. That way, the pedestrian improvements will be built in the correct location and elevations, and not have to be reconstructed in 3 years, when the street is rebuilt. In order to start that engineering, I asked Snyder and Associates to outline the scope of work and prepare a PSA for the engineering.

The engineering fee per this scope is lump-sum \$109,000. Per Patrick Schwickerath:

*“This includes preparing design plans for the reconstruction of 1st Street and construction of the shared use path to provide a trail connection from Main Street to Kitty Creek. The street design is to be developed to allow for the shared use path to be constructed and minimize impacts to it in the future when the road is reconstructed.*

*The agreement includes wetland and stream delineation to determine potential construction impacts and to minimize them, geotechnical analysis to determine subsurface conditions to*

*allow for proper roadway design, preparation of acquisition plats for right-of-way updates and dedication for the roadway and shared use path work, and hydraulic analysis to obtain a floodplain permit for the proposed work. The items noted in this paragraph total approximately \$33,000. These are services that have not typically been needed for past street projects in Monticello.”*

So, the proposal includes some items that are not necessary to be completed *at this time* - in order to build the trail connection. However, they will still be necessary prior to completing the final engineering for construction of the roadway improvements, along with the final engineering for the roadway improvements. Those include:

## **II SCOPE OF WORK**

### **B. BASIC ENGINEERING SERVICES**

#### **1. Design Services**

- a. Wetland and Stream Delineation (except for the portion of trail in the flood plain areas)
- e. Special Assessment Documentation (depending upon private properties impacted by the proposed trail connection)
- f. Temporary Construction Easements (depending upon private properties impacted by the proposed trail connection)
- g. Right-of-way delineation and dedication services
- i. Hydraulic Analysis

These services and how they relate to the overall cost, the necessity of moving forward with the project, and the timing of any of this work, can be discussed with the Council at the meeting.

**Recommendation:** Council discussion and direction is recommended.



# THE CITY OF MONTICELLO, IOWA

## RESOLUTION #

Approving agreement between Snyder & Associates and City of Monticello to Design and Oversee the East 1st Street Reconstruction & East 1st Street Shared Use Path Project

**WHEREAS**, The City Council has determined it appropriate to reconstruct East 1st Street and construct the on East 1st Street Shared Use Path, and

**WHEREAS**, Snyder & Associates has prepared and presented a proposed agreement, same subject to review and approval by the City prior to taking effect, and

**WHEREAS**, the Council finds that the proposed agreement should be approved and the Mayor authorized to execute same.

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 15<sup>th</sup> day of May 2023, that the proposed "Standard Professional Services Agreement" between the City of Monticello and Snyder & Associates is hereby approved.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 15<sup>th</sup> day of May, 2023.

---

David Goedken, Mayor

*Attest:*

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Sally Hinrichsen, City Clerk/Treasurer



# STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form)

**NOW ON THIS** 15th day of May, 2023, **Snyder & Associates, Inc.**,  
5005 Bowling Street, SW, Suite A, Cedar Rapids, IA 52404, (hereinafter, Professional), and  
**The City of Monticello**

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: E. 1st Street Reconstruction & E. 1st Street Shared Use Path
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
  - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
  - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
  - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
  - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
  - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.
6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.
8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.
  - 8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.
  - 8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.
  - 8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.
  - 8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:
  - 9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.
  - 9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

- 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
  - 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.
  - 9.5. Review and examine (and shall seek the advice of an attorney, insurance counselor, financial and other advisors or consultants, as Client deems necessary relative to such review and examination) all studies, reports, sketches, drawings, specifications, proposals, alternate solutions, sample or proposed legal documents and other documents submitted by Professional and render to Professional written interim and/or final decisions thereto.
  - 9.6. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.
  - 9.7. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
  - 9.8. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.
10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.
- 10.1.** Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.
- 10.2.** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 18, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:

11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1.1 above).

11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. **LIMITATION:** In allocating the risks of this Project, Client agrees that: **To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Professional and the Professional's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed, in the aggregate, the total compensation received by the Professional under this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted unless otherwise prohibited by law.**

14. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction

documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

14.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

14.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

14.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

14.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

15. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

16. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

17. **SUSPENSION OF SERVICES:** If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

17.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

17.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

18. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

18.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

18.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

18.3. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

19. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

19.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

19.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- 19.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- 19.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- 19.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- 19.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

19.3. In the event of any termination that is not the fault of the Professional, the client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

20. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

21. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 16 above).

22. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

23. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

- |                                    |                |
|------------------------------------|----------------|
| <b>Exhibit A Scope of Services</b> | <b>Exhibit</b> |
| <b>Exhibit</b>                     | <b>Exhibit</b> |

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

City of Monticello (Client)

**SNYDER & ASSOCIATES, INC. (Professional)**

By: \_\_\_\_\_  
(Authorized agent)

By: \_\_\_\_\_  
(Authorized agent)

\_\_\_\_\_  
(Printed or typed signature)

Lindsay Beaman  
(Printed or typed signature)

Route executed copy to:

**SCOPE OF SERVICES  
CITY OF MONTICELLO  
E. 1<sup>ST</sup> STREET RECONSTRUCTION  
& E 1<sup>ST</sup> STREET SHARED USE PATH  
EXHIBIT “A”**

**I. GENERAL**

This Scope of Engineering Services outlines the items required to develop preliminary plans for the reconstruction of E. 1<sup>st</sup> Street including the replacement of deteriorated public utility infrastructure and development of final construction plans and construction of a shared use path (i.e. trail) adjacent to E 1<sup>st</sup> Street. The project limits include the E. 1<sup>st</sup> Street right-of-way from Business 151 east to the trail through the Baty Disc Golf Course.

The project is to generally include a preliminary design for the reconstruction of street pavement with Portland cement concrete (PCC), shared use paths and/or sidewalk and ADA ramps, water main, storm sewer and sanitary sewer for E. 1<sup>st</sup> Street within the limits described above and shown below. Utility replacement will include pipes beneath the proposed pavement and potentially those within the project limits dependent upon direction from the City and/or a field review and/or City provided televising of existing infrastructure. The roadway reconstruction is to include an urban section (i.e. with curb and gutter) from Business 151 with a left turn lane that transitions to either a rural section or an urban section with a sloped curb at or near the intersection of E. 1<sup>st</sup> Street and the former intersection of S. Locust Street and extends eastward to the bridge over Kitty Creek. The reconstructed portion of E 1<sup>st</sup> Street shall extend east to the PCC pavement west of the Kitty Creek bridge. Utilities to be reviewed and likely replaced within the E. 1<sup>st</sup> Street corridor include water main, storm sewer and sanitary sewer. The sanitary sewer on Grand Street should be connected eastward via a new sanitary sewer, to the manhole within the Baty Disc Golf Course. The sanitary sewer beneath the former Locust Street pavement and north of Grand Street is to be abandoned in place. Ditches are to remain part of the street section north of E. 1<sup>st</sup> Street between S. Locust Street and the Kitty Creek bridge. The roadway alignment is to be redesigned to meet SUDAS design standards where practical. The Professional will prepare right-of-way plats and easement exhibits for submittal to the Client. Acquisitions and/or right-of-way dedication are to be completed by the client.



The final design for the shared use path adjacent to E 1<sup>st</sup> Street is to be completed. A bid package for the construction of the shared use path along with a water main extension from the E. 1<sup>st</sup> Street/S. Locust Street intersection to serve a potential development east of Dollar Fresh is included with this scope of services. The shared use path alignment is to be located adjacent to E. 1<sup>st</sup> Street and within the existing right-of-way where practical. It is anticipated that a portion of the shared use path alignment may be located north of E. 1<sup>st</sup> Street and a portion of it may extend outside of the existing right-of-way and south into the Baty Disc Golf Course. The Professional shall work with the Client to determine an acceptable shared use path alignment that is ADA compliant (unless technically infeasible), minimizes tree removal (as practicable), and limits impacts to the disc golf course.

## **II. SCOPE OF WORK**

### **A. GENERAL**

The Professional shall provide Basic Services, Construction Services and Additional Services as required for the development, design and construction of the above project as follows:

### **B. BASIC ENGINEERING SERVICES**

The Professional will provide the basic services as follows:

#### **1. DESIGN SERVICES**

##### **a. Wetland and Stream Delineation**

The Professional will provide Wetland and Stream Delineation for the above-referenced project. The Delineation will be performed during the growing season to determine the upper boundaries of wetland and stream areas at the project site. The Professional will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. On-site visits will be performed during the growing season to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The boundary of each wetland and stream located within the project limits will be surveyed. Fieldwork will be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and Regional Supplements. The Professional will provide copies (when requested) of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.

The Client will coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation.

##### **b. Concept Design – The Professional shall prepare a concept design which shall include the general street and shared use path alignment and reconstruction limits, typical sections, a proposed street profile, storm sewer, sanitary sewer and water main replacement limits, identification of utility conflicts and potential tree protection/removals. The concept design shall be submitted to the City for their review. A field review of the concept design shall be completed and comments shall be provided to the Professional. The concept design shall include typical pavement sections (B sheets) (including paved shoulder and/or sloped curb and gutter options between S. Locust Street and the Kitty Creek bridge) and plan and profile sheets (D & E sheets). The D and E sheets shall include proposed pavement and utility improvements. The concept design shall be used**

for subsequent project design. Modifications to these design parameters by the City following review and approval may result in additional design services which would need to be approved by the City and invoiced as an Other Service as described below.

- c. Geotechnical Engineering Services – The Professional shall team with a subconsultant to have three soil borings completed within the existing E. 1<sup>st</sup> Street pavement along with a report. The subconsultant shall perform laboratory testing on the samples to evaluate site conditions and develop engineering recommendations for the project.

Based on the results of the geotechnical evaluation, the subconsultant shall prepare a geotechnical report that included testing performed, boring logs and a diagram of the site/boring layout. The report shall further include the following:

- Boring logs with field and laboratory data;
- Stratification based on visual soil classification;
- Groundwater levels observed during and after the completion of drilling;
- Alignment location and exploration plans;
- Subsurface exploration procedures;
- Description of subsurface conditions;
- Earthwork recommendations for pavement/side path subgrade preparation and utility trench backfill;
- Excavation and dewatering considerations
- Recommended minimum pavement thickness;

- d. Preliminary Plans – The Professional shall prepare a preliminary design (i.e. approximately 50% complete) which shall include the following plan sheets complying with the SUDAS plan organization table 1D-1.01: A, B, C, D, E, G, H, J, M, P, Q (removals), R, S and W (cross-sections may or may not be included). The street and utility reconstruction should be developed to a level that should minimize impacts on the final design following the construction of the shared use path. A preliminary lighting layout based on decorative street lights similar to those on E. Second Street should be included. The preliminary plans shall be submitted to the City for their review. A field review of the preliminary design shall be completed, and comments shall be provided to the Professional. The preliminary plans shall be used for subsequent project design. Modifications to these design parameters by the City following review and approval of the preliminary plans may result in additional design services which would need to be approved by the City and invoiced as an Other Service as described below.
- e. Assessment Documentation – The Professional shall prepare the preliminary Assessment documents for the reconstruction of E. 1<sup>st</sup> Street within the limits described above. The assessment documents should include the assessment plat and schedule. The assessment documents should include driveway, sidewalk and curb and gutter adjacent to privately owned property. Sidewalk assessments shall be for a 4-foot width rather than the full width of the shared use path. The inclusion of additional items may result in additional design services which would need to be approved by the City and invoiced as Other Services described below.
- f. Temporary Construction Easement – It is not anticipated that temporary construction easements will be needed for the shared use path construction. The project limits are anticipated to remain within the existing and proposed right-of-way limits, city owned property (i.e. Baty Disc Golf Course/Willow Park) and the existing utility easements.

- g. Right-of-Way – It is anticipated that the shared use path project will require dedication of additional right-of-way that currently is part of the Baty Disc Golf Course/Willow Park and the parcel at the NE corner of Business 151 and E. 1<sup>st</sup> Street (i.e. the Dollar Fresh Market) location. Right-of-Way documents shall be submitted with the preliminary plan submittal.
- h. Plans, Specifications and Contract Documents – The Professional shall complete a check submittal for the E. 1<sup>st</sup> Street Shared Use Path project detailed herein including, plans, specifications (generally conforming to the 2023 Iowa Statewide Urban Design and Specifications – SUDAS) and contract documents for the project. The Professional shall furnish copies of check plans (95%) to the City for review and approval. These plans shall generally include the following plan sheets complying with the SUDAS plan organization table 1D-1.01: A, B, C, D, G, H, J, M (water extension for potential BR3 Apartment improvements), Q (removals), R, S and W sheets. The comments and review recommendations will then be incorporated into the final plans and specifications. Coordination with franchise utilities regarding conflicts, potential relocation and bid alternative items shall be included. The following design elements will be included in the preparation of the final plans:
- Quantity estimate and general notes
  - Construction details
  - Plan and profile sheets for the shared use path (drainage infrastructure not planned for these improvements)
  - Inclusion of subbase and PCC reinforcing (if desired by the Client)
  - Intersection detail including pedestrian ramp design and connection to existing sidewalk
  - Construction details including utility/fixture adjustments (if needed)
  - Tree removals
  - Traffic control and staging plan
  - Removal plan
  - Utility relocation plans and/or coordination requirements
- i. Hydraulic Analysis – The Professional shall acquire the effective FEMA hydraulic model, update the model to include current data and proposed improvements, develop a base flood profile and proposed conditions profile, show a no-rise scenario (assuming that is practicable), prepare a report and submit the information to the Iowa DNR Flood Plain Development Permit Applications Division. A floodplain permit application will be submitted and the associated permit will be needed due to the shared use path being proposed for construction within the floodplain.
- j. Opinion of Probable Costs – The Professional shall prepare an opinion of probable construction costs during the completion of the preliminary and final plans for the project based upon the design developed. Opinions of probable costs prepared by the Professional represent the best judgments as a design professional familiar with the construction industry. The Professional does not guarantee that the actual costs will not vary from the cost opinion prepared by the Professional.

- k. The Professional shall provide periodic email updates that could be provided to the City Council. The Professional will be in attendance at periodic Council meetings to answer questions related to the progress and schedule of the project.
- l. The Professional shall attend Council meetings following the concept and preliminary designs are complete to provide a summary of the current design components and review comments and/or questions with the Council unless directed otherwise by City staff.

## 2. ADVERTISING SERVICES

Upon receipt of authorization by the City to proceed the Professional shall perform the following services for the project:

- a. Preparation of Construction Contract Documents – The Professional shall assist legal counsel of the City and/or City staff in the preparation of the construction contract documents.
- b. Advertising – The Professional shall notify Contractors, assist the City with the use of QuestCDN for the bid letting, distribute plan sets, answer questions from potential contractors, subcontractors and suppliers, determine need of and issue addenda (as necessary) and coordinate with City staff during this phase of services.
- c. Bidding – The Professional shall setup and attend the online meeting at which bids are received via QuestCDN, shall tabulate the bids and make recommendations to the City Council, in writing, regarding the awarding of the construction contract.

## C. CONSTRUCTION SERVICES (SHARED USE PATH ONLY)

### 1. CONSTRUCTION ADMINISTRATION

- a. Preconstruction Conference – The Professional shall arrange and conduct a preconstruction conference with the Contractor and City to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
- b. Contractor Payment Requests - The Professional shall review the requests of the contractor for progress payments and shall approve a request, based on site observations, which recommends payments and is a declaration that the contractor's work has progressed to the point indicated.
- c. Notification of Nonconformance - The Professional shall notify the City of any known work which does not generally conform to the construction contract, make recommendations to the City for the correction of nonconforming work and, at the request of the City, see that these recommendations are implemented by the contractor.
- d. Shop Drawings - The Professional shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.
- e. Change Orders - The Professional shall negotiate and prepare change orders for approval by the City.

- f. Substantially Complete and Final Site Observation - The Professional shall perform a site observation to determine if the project is substantially complete according to the plans and specifications and make a recommendation on final payment. This shall include the development of a punch list of items to be completed by the contractor for completion along with subsequent site review and correspondence.
- g. If the Contractor exceeds the estimated calendar days/completion date in completing construction of the project, or if change orders or project additions require additional calendar days, the Professional will be compensated for any additional administration, construction observation and staking services when authorized by the City.
- h. Final Acceptance - It is understood that the City will accept any portion of a project only after a recommendation by the Professional. Final acceptance of a project by the City shall not release the Contractor from the responsibility that the work is free of defects in materials and workmanship.
- i. Assessment Documentation – The Professional shall prepare the final Assessment documents for the E. 1<sup>st</sup> Street Shared Use Path within the limits described above. The assessment documents should include the assessment plat and schedule.

## 2. CONSTRUCTION STAKING

The Professional shall be responsible for providing construction staking for the project. The construction documents will contain a provision that the Professional will provide one set of stakes for each construction operation of the project. Any staking that is destroyed due to construction will be replaced at the Contractor's expense.

## 3. CONSTRUCTION OBSERVATION

The Professional will provide periodic site observation for the project during the Construction Phase. The time spent on site is dependent upon the contractor's schedule, rate of progress, and type of work. It is estimated that observation services will be provided on a full-time basis during the paving operations and half-time during utility installation and site grading. If a contractor requests a waiver of any provisions of the plans and specifications, the Professional will make a recommendation to the City on the request. The Professional will give guidance to the project during the construction period, including the following:

- a. Observation of the work for general compliance with plans and specifications.
- b. Keep a record or log of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.
- c. Resident Construction Services provide the Owner with representation at the job site during the Construction Phase of the project, which results in an increase in the probability that the project will be constructed in substantial compliance with the plans and specifications. However, such Resident Services do not guarantee the Contractor's performance. Nor do such Resident Services include responsibility for construction means, techniques, procedures or safety used in constructing the work described in this agreement.

- d. The Professional will coordinate the acceptance testing and monitoring according to the specifications including the services provided by an independent testing laboratory. Testing services by an independent laboratory may be performed on behalf of the Consultant and included with subsequent invoices.

**D. SCHEDULE**

The project shall generally follow the schedule listed below. The actual schedule may deviate due to unknown project conflicts, project modifications from the City or other unknown conflicts.

<b>Milestones</b>	<b>Date</b>
Contract Approved	May-23
Concept Design	June/July-23
Preliminary Plans Complete	September-23
Check Plans Complete	December/January-23
Submit final Signed Bid Documents	January/February-24
File Bid Documents with Clerk	January/February -24
Bid Letting	February/March-24
Public Hearing & Award of Project	March/April-24
Begin Construction	April/May-24
Construction Complete	October-24

**E. OTHER SERVICES**

The City may request Other Services from the Professional not included in the Scope of Services as outlined. Other Services may include, but not be limited to, expanding the scope of a project or the work to be completed; requesting the development of various documents; extending the time to complete a project through no fault of the Professional; or requesting additional work items that increase the Engineering Services and corresponding costs. Included in potential additional work items are wetland and stream permitting, bat habitat survey, landscaping plan, easement and/or right-of-way document preparation beyond what is included above, assistance with the acquisition of easements, property owner meetings, public meetings, water, sanitary and/or storm sewer design beyond what is included above, final design lighting for the shared use path improvements, modification of the project design following City approval of the design concept and/or preliminary design, additional services for the reconstruction of E. 1<sup>st</sup> Street beyond what is described above and televising and/or potholing of utilities for condition assessment. Upon initiation of Other Services, the Professional will submit, in writing to the City, the estimated costs. Such costs will be based on the current hourly rates and fixed expenses as outlined in the enclosed Engineer’s Standard Fee Schedule.

**III. COMPENSATION AND TERMS OF PAYMENT**

**A. BASIC ENGINEERING SERVICES**

Compensation for the Basic Engineering Services by the Professional shall be the lump sum of \$109,500.



**B. CONSTRUCTION SERVICES**

Compensation for the Construction Services by the Professional shall be on the basis of hourly rates and will be estimated following the advertisement and letting phase of the project. An amendment to the agreement for Construction Services will be presented to the City.

**C. OTHER SERVICES**

Other Services by the Professional may be required for the project. These services will be based on the current hourly rates and fixed expenses and the City will be billed for actual direct hours spent. The City shall authorize services in by email prior to the Professional initiating any Other Services.



# STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate
<b>PROFESSIONAL</b>	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	\$245.00/hour
Principal I	\$230.00/hour
Senior	\$210.00/hour
VIII	\$192.00/hour
VII	\$182.00/hour
VI	\$173.00/hour
V	\$161.00/hour
IV	\$149.00/hour
III	\$137.00/hour
II	\$123.00/hour
I	\$109.00/hour
<b>TECHNICAL</b>	
CADD, Survey, Construction Observation	
Lead	\$146.00/hour
Senior	\$140.00/hour
VIII	\$130.00/hour
VII	\$120.00/hour
VI	\$108.00/hour
V	\$98.00/hour
IV	\$88.00/hour
III	\$80.00/hour
II	\$73.00/hour
I	\$64.00/hour
<b>ADMINISTRATIVE</b>	
II	\$75.00/hour
I	\$61.00/hour
<b>REIMBURSABLES</b>	
Mileage	current IRS standard rate
Outside Services	As Invoiced

City Council Meeting  
Prep. Date 5/09/2023  
Preparer: Sally Hinrichsen



Agenda Item: # 12-20  
Agenda Date: 5/15/2023

*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