

City of Monticello, Iowa

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Posted on November 16, 2023 at 12:00 p.m.

Amended and Re-posted November 17, 2023 at 4:30 p.m.

Monticello City Council Meeting November 20, 2023 at 6:00 p.m.

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

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

- Call to Order – 6:00 P.M.

- Pledge of Allegiance
- Moment of Silence in memory of Aaron McAtee
- Roll Call
- Agenda Addition/Agenda Approval

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

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

Approval of Council Mtg. Minutes	November	06, 2023	,
Approval of Payroll	November	02, 2023	
Approval of Payroll	November	16, 2023	
Approval of Treasurer's Reports	October	2023	
Approval of Bill List			

Resolutions:

1. **Consideration** of bids for the Wastewater Treatment Facility Improvements Project

2. **Resolution** awarding contract for the Wastewater Treatment Facility Improvements Project
3. **Resolution** approving purchase of home at 14432 190th Street and authorizing City Administrator to Close Real Estate Transaction
4. **Resolution** Scheduling Public Hearing on proposed Lease Agreement and Shared Well Agreement pertaining to property at 14432 190th Street for December 4, 2023 at 6:00 p.m.
5. **Resolution** To approve Amendment Professional Services Agreement between City of Monticello and Snyder & Associates related to Wastewater Treatment Plant Facility
6. **Resolution** Approving internal loan from various City Funds to Capital Improvement fund
7. **Resolution** Approving American Rescue Plan Act (ARPA) Allocation
8. **Resolution** Approving Purchase of “2023 GEHL ALT950 loader” from Kromminga Motors
9. **Resolution** Scheduling Public Hearing on City of Monticello 2023/2024 Fiscal Year budget amendments for December 18, 2023 at 6:00 p.m.

Reports / Potential Actions:

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

Executive Session:

19. **Executive Session** to discuss a real estate transaction pursuant to Iowa Code Section 21.5(1)(j)
20. **Discussion and Possible Motion** related to real estate transaction

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: November 20, 2023

Time: Nov 20, 2023 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85220323696>

Meeting ID: 852 2032 3696

One tap mobile

+13092053325,,85220323696# US

+13126266799,,85220323696# US (Chicago)

Dial by your location

- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)

Meeting ID: 852 2032 3696

Find your local number: <https://us02web.zoom.us/j/85220323696>

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

Mayor David Goedken called the meeting to order. Council present were: Candy Langerman, Wayne Peach, Scott Brighton, Chris Lux, Tom Yeoman and Brenda Hanken. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Public Works Director Nick Kahler and Police Chief Britt Smith. 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.

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

Yeoman moved to approve the consent agenda, Brighton seconded, roll call was unanimous.

Mayor made proclamation declaring November 25, 2023 to be Small Business Saturday in Monticello, Iowa and urged residents of the community, and communities across the country, to support small businesses and merchants on Small Business Saturday and Shop Small throughout the year.

Deb Bowman introduced the Monticello Main Street Board members and stated they had an eventful year. Quinn Behrends gave a PowerPoint presentation on Monticello Main Streets goals, activities and accomplishments. Langerman moved to approve Resolution #2023-148 Authorizing the Mayor to sign Main Street Iowa Program Continuation Agreement with Monticello Main Street and Iowa Economic Development Authority and the City of Monticello and further pledging continued support and participation in the Main Street Program, Peach seconded, roll call was unanimous.

Mayor advised this is the second years’ pledge in the amount of \$40,000 to Monticello Main Street. Peach moved to approve Resolution #2023-149 Appropriating funds necessary to meet the City’s Obligation to Monticello Main Street Iowa Program Agreement, Lux seconded, roll call was unanimous.

Langerman moved to approve Resolution #2023-150 Approving FY 2022-2023 Street Finance Report, Brighton seconded, roll call was unanimous.

Mayor stated Hinrichsen handed out the updated figures after a correction in the formula for the next several resolutions for the annual appropriations for developer agreements. Yeoman moved to approve Resolution #2023-151 Appropriating funds necessary to meet the City’s Obligation to Kardes Inc. per Development Agreement dated March 17, 2014, Peach seconded, roll call was unanimous.

Brighton moved to approve Resolution #2023-152 Appropriating funds necessary to meet the City’s Obligation to Cobblestone Inn & Suites (formerly known as Boulders Inn

Regular Council Meeting
November 6, 2023

Monticello) under the Development Agreement dated October 5, 2015; as amended November 20, 2017, Peach seconded, roll call was unanimous.

Yeoman moved to approve Resolution #2023-153 Appropriating funds necessary to meet the City's Obligation to Orbis Manufacturing, a subsidiary of Menasha Corporation per Development Agreement dated April 3, 2017, as amended by Resolution #19-27, dated April 15, 2019, Peach seconded, roll call was unanimous.

Langerman moved to approve Resolution #2023-154 Appropriating funds necessary to meet the City's Obligation to Lauren Welter, successor owner of 218 West First Street, Suite "A" per Development Agreement dated October 2, 2017, Brighton seconded, roll call was unanimous.

Langerman moved to approve Resolution #2023-155 Appropriating funds necessary to meet the City's Obligation to Paige Jacobs, LLC, successor owner of 218 West First Street, Suite "B" per Development Agreement dated October 2, 2017, Peach seconded, roll call was unanimous.

Peach moved to approve Resolution #2023-156 Appropriating funds necessary to meet the City's Obligation to Njs LLC, successor owner of 218 West First Street, Suite "C" per Development Agreement dated October 2, 2017, Langerman seconded, roll call was unanimous.

Yeoman moved to approve Resolution #2023-157 Appropriating funds necessary to meet the City's Obligation to Mercy Care Management, Inc per Development Agreement, dated July 7, 2019, Hanken seconded, roll call was unanimous.

Brighton moved to approve Resolution #2023-158 Appropriating funds necessary to meet the City's Obligation to McMATT Properties per Development Agreement, dated June 21, 2021, Hanken seconded, roll call was unanimous.

Langerman moved to approve Resolution #2023-159 Appropriating funds necessary to meet the City's Obligation to BR3 Development LLC per Development Agreement, dated March 1, 2021, Yeoman seconded, roll call was unanimous.

Yeoman moved to approve Resolution #2023-160 Appropriating funds necessary to meet the City's Obligation to Frontier Warehousing and Oak Street Commercial Cabinets, Inc dba Oak Street Manufacturing per Development Agreement, dated January 3, 2022, as amended November 7, 2022, Peach seconded, roll call was unanimous.

Hanken moved to approve Resolution #2023-161 Appropriating funds necessary to meet the City's Obligation to Theisen Real Estate LLC per Development Agreement, dated September 15, 2023, Langerman seconded, roll call was unanimous.

Hanken questioned if Royal Flush paid their fines owed to the City. Hinrichsen advised per pretreatment agreement with City, DNR and Royal Flush, they owed over \$40,000 to the City. State Auditors recommended staff contact bonding attorney on using the

development agreement payments to pay their fines instead of Royal Flush. Hinrichsen recommended appropriating the funds, which would not be paid to them until the fines are paid, as we did last year. Brighton moved to approve Resolution #2023-162 Appropriating funds necessary to meet the City's Obligation to Mike Beck and Ken McDermott, known as Royal Flush Truck Wash, Inc per Development Agreement, dated March 17, 2014, and as amended, dated June 3, 2019, Peach seconded, roll call was unanimous.

Langerman moved to approve Resolution #2023-163 Approving FY 2025 TIF Certification, Brighton seconded, roll call was unanimous.

Farnum advised the First Presbyterian Church suffered high water loss due to vandals that turned all the outdoor water spigots wide open several times over a weekend. Brighton moved to approve Resolution #2023-164 Approving \$152.91 Credit against First Presbyterian Church's Utility billing for the property located at 211 West First Street, Hanken seconded, roll call was unanimous.

Farnum advised the bonding will be used for the Chestnut Street Project, Improvements on the Sixth Street ditch and the South water tower painting. Yeoman moved to approve Resolution #2023-165 authorizing and approving a certain Loan Agreement, providing for the issuance of \$2,350,000 General Obligation Corporate Purpose Bonds, Series 2023 and providing for the levy of taxes to pay the same. Langerman seconded, roll call unanimous.

Farnum reported Library Board approved the placement of an intern with the Library from Advancement Services of Jones County's Career Connection program. The intern would work a total of 60 hours and be paid through the Career Connection program. Brighton moved to approve Resolution #2023-166 approving the hiring of a temporary library intern, Peach seconded, roll call unanimous.

Peach moved to approve Resolution #2023-167 Approving the Plat of Parcel 2023-82, which is a portion of the Cherry Street Right-of-Way previously vacated by Resolution 2023-38, Brighton seconded, roll call unanimous.

Goedken reported the Living Roadway Trust Fund program Integrated Roadside Vegetation Management has been around for years. The program is nice for conservation but will take extra work. Farnum reported City staff will use this to maintain the ditches in town. Jacob Oswald took the initiative working on this program and plan. Brighton moved to approve the City of Monticello Integrated Roadside Vegetation Management Plan and authorize Mayor and City Administrator to sign the plan and further authorizing Park Director to submit application to enter the Integrated Roadside Vegetation Management Program. Langerman seconded, roll call unanimous.

Farnum advised Oswald worked with Theisens and Monticello Schools to relocate trees from the Middle School property recently purchased by Theisens to the Austin Smith Playground. Oswald is looking for someone to attempt to relocate a few more larger trees.

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Farnum reported Theisens sold the former Family Foods Store, which they used for their gardens center, to a retail business.

Farnum reported bids for the Wastewater Treatment Facility Project were received, with the low bid being \$23,448,000, which is higher than the estimate but \$2M lower than the last bids. USDA is reviewing the bids and funding. Bids approval will be on the next agenda. Mary Phelan, 1040 Riverview Court, questioned if it was a fixed contract or if it allows for change orders. Farnum stated it allows for change orders, which you run into with projects this large.

Farnum advised he will be doing a goal setting session with the Ambulance Service this week.

Farnum reported the south water tower televising went well. The interior needs some work, however the outside is in good shape and can be painted over. Council will need to make a decision on what they want to do regarding the logo.

Hinrichsen reported the FY 2023 audit is near completion. The final annual report for FY 2023 was approved this evening and will be filed with State.

Kahler reported the contractor started taking down the trees. Delivery of dump truck chassis was expected at end of October and he will have to check on the status. Once truck chassis is delivered to Hendersons it will take 30 to 40 days to get the box and equipment installed.

Peach moved to adjourn the meeting at 7:02 P.M.

David Goedken, Mayor

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - NOVEMBER 2, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE					
October 16 - 29, 2023					
Chris Bell	\$ 56.00	\$ -	0.00	0.00	\$ 48.24
Jamie Coleman	2,413.00	381.00	0.00	37.13	1,951.74
Ron Herman, Jr.	884.00	-	0.00	0.00	717.72
Sonya Johnson	1,559.40	-	0.00	0.00	1,196.05
Jayna Koffron	1,808.80	16.80	0.00	0.00	1,369.46
Lori Lynch	3,173.85	-	0.00	0.00	2,115.41
Coletta Matson	3,379.20	1,267.20	0.00	36.00	2,352.71
Chloe Mogensen	844.80	-	0.00	0.00	657.08
Curtis Wyman	1,862.20	70.20	0.00	178.50	1,282.49
TOTAL AMBULANCE	\$ 15,981.25	\$ 1,735.20	0.00	251.63	\$ 11,690.90
CEMETERY					
October 16 - 29, 2023					
Sawyer Brokaw	\$ 180.00	\$ -	0.00	0.00	\$ 166.23
Dan McDonald	2,526.83	359.63	0.00	0.00	1,938.90
TOTAL CEMETERY	\$ 2,706.83	\$ 359.63	0.00	0.00	\$ 2,105.13
CITY HALL					
October 16 - 29, 2023					
Cheryl Clark	\$ 2,092.00	\$ -	0.00	17.25	\$ 1,440.32
Russ Farnum	3,711.54	-	0.00	0.00	2,501.77
Sally Hinrichsen	3,044.31	-	0.00	0.00	1,845.79
Nanci Tuel	2,208.96	-	0.00	0.00	1,648.38
TOTAL CITY HALL	\$ 11,056.81	\$ -	0.00	17.25	\$ 7,436.26
FIRE					
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
TOTAL FIRE	\$ 560.00	\$ -	0.00	0.00	\$ 506.81
LIBRARY					
October 16 - 29, 2023					
Faith Brehm	\$ 1,680.00	\$ -	0.00	0.00	\$ 1,278.80
Molli Hunter	1,254.86	11.66	0.00	0.00	989.03
Penny Schmit	1,476.01	-	0.00	0.00	894.08
TOTAL LIBRARY	\$ 4,410.87	\$ 11.66	0.00	0.00	\$ 3,161.91
MBC					
October 16 - 29, 2023					
Keegan Arduser	\$ 1,727.74	\$ -	0.00	0.00	\$ 1,358.54
Jacob Oswald	2,413.27	-	0.00	0.00	1,820.93
TOTAL MBC	\$ 4,141.01	\$ -	0.00	0.00	\$ 3,179.47
POLICE					
October 16 - 29, 2023					
Zach Buehler	\$ 385.32	\$ -	0.00	0.00	\$ 331.91
Peter Fleming	3,911.13	-	0.00	0.00	2,912.57
Dawn Graver	2,783.20	-	0.00	0.00	2,020.07
Erik Honda	2,838.36	-	0.00	24.00	2,119.02
Jordan Koos	2,859.36	-	0.00	32.25	1,932.71
Cole Millard	2,025.20	-	0.00	0.00	1,251.66
Britt Smith	3,393.62	-	0.00	0.00	2,503.59

PAYROLL - NOVEMBER 2, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Madonna Staner	1,679.20	-	0.00	0.00	1,291.09
Brian Tate	3,090.36	-	0.00	12.00	2,221.45
TOTAL POLICE	\$ 22,965.75	\$ -	0.00	68.25	\$ 16,584.07
ROAD USE	October 16 - 29, 2023				
Zeb Bowser	\$ 1,927.20	\$ -	0.00	1.25	\$ 1,462.42
Jacob Gravel	1,927.20	-	0.00	0.00	1,413.38
Nick Kahler	2,457.46	-	0.00	0.00	1,742.10
Jasper Scott	1,927.20	-	0.00	0.00	1,448.04
TOTAL ROAD USE	\$ 8,239.06	\$ -	0.00	1.25	\$ 6,065.94
SEWER	October 14 - 27, 2023				
Jim Tjaden	\$ 2,791.54	\$ -	0.00	0.00	\$ 2,036.17
TOTAL SEWER	\$ 2,791.54	\$ -	0.00	0.00	\$ 2,036.17
WATER	October 14 - 27, 2023				
Scott Hagen	\$ 1,987.20	\$ -	3.00	9.00	\$ 1,563.63
Josh Willms	1,987.20	-	3.00	15.38	1,465.11
TOTAL WATER	\$ 3,974.40	\$ -	6.00	24.38	\$ 3,028.74
TOTAL - ALL DEPTS.	\$ 76,827.52	\$ 2,106.49	6.00	362.76	\$ 55,795.40

PAYROLL - NOVEMBER 16, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	October 30 - November 12, 2023				
Brian Bronemann	\$ 738.00	\$ -	0.00	0.00	\$ 616.40
Shelley Bronemann	88.00	-	0.00	0.00	75.72
Jamie Coleman	3,927.48	1,895.48	0.00	37.13	2,911.48
Triniti Etzel	306.00	-	0.00	0.00	233.34
Conor Fortune	176.00	-	0.00	0.00	151.47
Mason Hanson	52.80	-	0.00	0.00	45.48
Amanda Husmann	206.38	-	0.00	0.00	177.77
Jayna Koffron	3,656.80	1,864.80	0.00	0.00	2,766.21
Lori Lynch	3,173.85	-	0.00	0.00	2,115.41
Coletta Matson	3,339.60	1,227.60	0.00	36.00	2,328.56
Chloe Mogensen	1,148.40	-	0.00	0.00	870.71
Mandy Norton	391.50	-	0.00	0.00	320.71
Hunter Schmidt	457.20	-	0.00	0.00	393.83
Reginald Welter	550.00	-	0.00	0.00	473.32
Curtis Wyman	1,872.00	-	0.00	178.50	1,289.30
TOTAL AMBULANCE	\$ 20,084.01	\$ 4,987.88	0.00	251.63	\$ 14,769.71
CEMETERY	October 30 - November 12, 2023				
Sawyer Brokaw	\$ 150.00	\$ -	0.00	0.00	\$ 138.52
Dan McDonald	1,967.20	-	0.00	0.00	1,444.70
TOTAL CEMETERY	\$ 2,117.20	\$ -	0.00	0.00	\$ 1,583.22
CITY HALL	October 30 - November 12, 2023				
Cheryl Clark	\$ 2,092.01	\$ -	0.00	17.25	\$ 1,440.32
Russ Farnum	3,961.54	-	0.00	0.00	2,607.33
Sally Hinrichsen	3,044.31	-	0.00	0.00	1,845.79
Nanci Tuel	1,849.43	8.63	0.00	0.00	1,314.57
TOTAL CITY HALL	\$ 10,947.29	\$ 8.63	0.00	17.25	\$ 7,208.01
COUNCIL / MAYOR					
Scott Brighton	\$ 300.00	\$ -	0.00	0.00	\$ 276.78
Dave Goedken	500.00	-	0.00	0.00	461.30
Brenda Hanken	300.00	-	0.00	0.00	277.05
Candy Langerman	300.00	-	0.00	0.00	277.05
Chris Lux	300.00	-	0.00	0.00	276.78
Wayne Peach	300.00	-	0.00	0.00	237.05
Tom Yeoman	300.00	-	0.00	0.00	277.05
TOTAL COUNCIL / MAYOR	\$ 2,300.00	\$ -	0.00	0.00	\$ 2,083.06
LIBRARY	October 30 - November 12, 2023				
Faith Brehm	\$ 1,680.00	\$ -	0.00	0.00	\$ 1,278.80
Molli Hunter	1,243.20	-	0.00	0.00	980.61
Penny Schmit	1,476.00	-	0.00	0.00	894.07
TOTAL LIBRARY	\$ 4,399.20	\$ -	0.00	0.00	\$ 3,153.48
MBC	October 30 - November 12, 2023				
Jacob Oswald	\$ 2,413.27	\$ -	0.00	0.00	\$ 1,820.93
TOTAL MBC	\$ 2,413.27	\$ -	0.00	0.00	\$ 1,820.93

PAYROLL - NOVEMBER 16, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
POLICE	October 30 - November 12, 2023				
Zach Buehler	\$ 385.32	\$ -	0.00	0.00	\$ 331.91
Dawn Graver	2,783.21	-	0.00	0.00	2,020.08
Erik Honda	3,032.65	126.71	0.00	24.00	2,253.60
Jordan Koos	2,867.87	-	0.00	0.00	1,937.80
Cole Millard	2,061.80	-	0.00	0.00	1,278.09
Britt Smith	3,393.62	-	0.00	0.00	2,474.19
Madonna Staner	1,679.20	-	0.00	0.00	1,291.09
Brian Tate	3,090.36	-	0.00	12.00	2,221.45
TOTAL POLICE	\$ 19,294.03	\$ 126.71	0.00	36.00	\$ 13,808.21
ROAD USE	October 30 - November 12, 2023				
Zeb Bowser	\$ 1,927.20	\$ -	0.00	0.25	\$ 1,462.42
Jacob Gravel	1,927.21	-	0.00	0.00	1,413.39
Nick Kahler	2,457.46	-	0.00	0.00	1,742.10
Jasper Scott	1,927.20	-	0.00	0.00	1,448.04
TOTAL ROAD USE	\$ 8,239.07	\$ -	0.00	0.25	\$ 6,065.95
SEWER	October 28 - November 10, 2023				
Jim Tjaden	\$ 2,791.54	\$ -	0.00	0.00	\$ 2,036.17
TOTAL SEWER	\$ 2,791.54	\$ -	0.00	0.00	\$ 2,036.17
WATER	October 28 - November 10, 2023				
Scott Hagen	\$ 1,987.20	\$ -	3.00	12.00	\$ 1,563.63
Josh Willms	1,987.20	-	3.00	18.38	1,465.12
TOTAL WATER	\$ 3,974.40	\$ -	6.00	30.38	\$ 3,028.75
TOTAL - ALL DEPTS.	\$ 76,560.01	\$ 5,123.22	6.00	335.51	\$ 55,557.49

City of Monticello
Cash On Hand By Bank
For October 31st, 2023

MJZ 11.13.23

Bank	Amount	Interest rate	Maturity date	Length of investment	Purpose
F & M Bank					
Total by Bank	\$0.00				
Citizens State Bank					
Savings # 6025641	\$238.67	0.150	N/A		Earl F Lehmann Trust Soldier Memorial
Checking #394486	\$13,999.44		N/A		
Total by Bank	\$14,238.11				
Dutrac Credit Union					
Total by Bank	\$0.00				
Fidelity Bank & Trust					
Total by Bank	\$0.00				
Ohnward Bank & Trust					
General Ckg/Sweep #40002008	\$2,920,815.57		N/A		General Checking General Savings Officiating Checking
Property Tax & Water #40001992	\$5,668,732.70		N/A		
Officiating Ckg #618231	\$8,481.67				
Total by Bank	\$8,598,029.94				
Total Cash on Hand- All Banks	\$8,612,268.05				
Plus Petty Cash	\$1,050.00				Clerk's Office, Library, Aquatic Center and Berndes Center
Adjust Bank Error					
Plus Outstanding Credit Card Pymt	\$332.54				
Less Outstanding Checks	\$4,093.06				
Treasurer's Balance	\$8,609,557.53				

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
- Friends of the Monticello Park & Rec

Date: 11.13.23

Reviewed by: [Signature]

Fund	Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Clerk's Cash In Bank	Investments	Investments	Ending Fund Balance
GENERAL FUNDS:														
	General	987777.87	589582.77	13014.86		103383.43	28750.00	1458212.07	750.00	960182.07	497270.00			1458212.07
	Soldiers Memorial Board	13818.34	425.00			243.90		13995.44			13999.44			13999.44
	Monticello Bendes Center	1461.07	5744.45	115.12		21583.57		-14262.93	100.00	-45629.29	31266.36			-14262.93
	Officialing	8479.44		2.23				8481.67			8481.67			8481.67
	Dare	6786.15		38.55				6804.70		6804.70				6804.70
	Canine	5652.38		28.07				5680.45		5680.45				5680.45
	Insurance Fund	48527.52		241.61		651.60		48117.53		5084.15	43049.46			48117.53
	Monticello Trees Forever	26948.18		153.56				27101.74		27101.74				27101.74
	Fire	185117.57	18509.00	913.41		7828.83		196711.15		22274.90	174436.25			196711.15
	Ambulance Operating	174042.92	38022.47	900.29	15833.33	47919.03		180879.98		68077.39	112802.59			180879.98
	Hotel/Motel Tax Fund	16738.58		95.38				16833.96		16833.96				16833.96
	Earl F Lehmann Trust	238.67						238.67			238.67			238.67
	Street Bond	750.00	500.00					1250.00		1250.00				1250.00
	Police Improvement	1666.41	28.00	9.49				1703.90		1703.90				1703.90
	Library Improvement	46239.02		236.42		493.15		45982.29		12607.45	33374.84			45982.29
	Library	33161.48	22897.62	173.63	12916.67	11692.48		57456.92	200.00	41335.29	15921.63			57456.92
	Equipment Set-A-Side	79073.81		401.42				79475.23		18849.29	60625.94			79475.23
	Super Mac	20547.56		104.36		1686.56		18965.36		3283.05	15682.31			18965.36
	Airport	98317.05	2930.93	517.08		4550.44		97214.62		43984.24	53230.38			97214.62
	Revolving Loan Fund	44815.57		232.26				45048.13		16539.84	28508.29			45048.13
SPECIAL REVENUE FUNDS:														
	Road Use Tax	411916.69	45469.64			49013.19		408373.14		8799.57	399573.57			408373.14
	Road Use Tax Set-Aside	167613.84		818.54				168432.38		168432.38				168432.38
	Employee Benefits	195172.29	230987.81			45035.00		381125.10		142855.14	238269.96			381125.10
	TIF Tax Collections	516675.75	217045.93	2019.21				735740.89		505276.04	230464.85			735740.89
	Slavka Gaehret Trust	213014.99		1042.98				214057.95		3325.45	210732.50			214057.95
	Police Forfeiture Acct	4.95						4.95		4.95				4.95
DEBT SERVICE FUNDS:														
	Debt Service	196332.20	157672.50	989.53				354994.23		202990.41	152003.82			354994.23
	TIF - Debt Payments	0.00						0.00						0.00
PERMANENT FUNDS:														
	ARPA Fund	612776.71	2150.00	585.23				612776.71		82520.60	39946.18			612776.71
	Park Improvements	119731.55		84.10				122466.78		14842.33	14842.33			122466.78
	Library Capital Improvements	14758.23		869.54				174245.80		28213.69	146032.11			14842.33
	Ambulance Improvements	173376.26		869.54				174245.80		28213.69	146032.11			174245.80
	TIF Projects	-37245.00	5655.00			5157.00		-36747.00		-36747.00				-36747.00
	Cemetery Improvements	38312.90	240.00	643.18				39196.08		12869.18	26326.90			39196.08
	Capital Improvements	-62850.86	16019.00	0.21		45233.64		-92065.29		-92109.94	44.65			-92065.29
	Low Income Housing	16284.28		79.92				16363.80		16363.80				16363.80
	Baty Disc Golf Course	10972.05		56.23				11028.28		5746.71	5281.57			11028.28
	Mary Maxine Redmond Trust	7224.17		35.87				7260.04		741.37	6518.67			7260.04
	Pocket Park	11259.82	150.00	59.80				11469.62		6092.24	5377.38			11469.62
PERMANENT FUNDS:														
	Cemetery Perpetual Care	181037.17	270.00	439.19				181746.36		1440.00	180306.36			181746.36
	Charles S Bidwell Book Trust	83794.52		409.92				84204.44		886.97	83317.47			84204.44
	Joanna Mary Baker Trust	37580.00		183.97		78.95		37685.62		493.39	37192.23			37685.62
ENTERPRISE FUNDS:														
	Water Operating	302426.99	40356.00	1553.00		18784.38		325551.61		115469.79	210081.82			325551.61
	Customer Deposits	115565.16	2300.00			1020.00		116845.16		15272.60	101572.56			116845.16
	Water Capital Improvements	154137.72	10546.93	1082.77		3369.59		162397.83		59287.29	103130.54			162397.83
	Sewer Operating	1633562.22	106540.35	8220.62		30016.66		1718306.53		376894.74	1341911.79			1718306.53
	Sewer Sinking	52185.38		297.38				52482.76		52482.76				52482.76
	Sewer Capital Improvements	96955.03	5268.94	788.94		42908.00		103012.91		39370.25	63642.66			103012.91
	Sanitation	235680.23	53409.20	1082.63				247264.06		106975.75	140288.31			247264.06
	Sanitation Capital Improvements	9049.93		51.57				9101.50		9101.50				9101.50
	Yard Waste	48054.71	3700.71	244.17		7770.34		44229.25		7652.28	36576.97			44229.25
	Storm Water Fund	78025.20	6741.62	411.11		438.34		84739.59		43424.85	41314.74			84739.59
AGENCY FUNDS														
	Self Funded Insurance	0.00	752.10			752.10		0.00						0.00
	Flex Spending	2293.42	1192.32			1063.98		2421.76		2421.76				2421.76
	Enterprise Flex Spending	107.48				107.48		107.48		107.48				107.48
TOTAL OF ALL FUNDS														
		7435925.87	1585078.29	39226.93	28750.00	450673.56	28750.00	8609557.53	1050.00	2917055.05	5668732.70	22719.78	0.00	8609557.53

TREASURER'S REPORT
CALENDAR 10/2023, FISCAL 4/2024

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	987,777.87	602,567.63	132,133.43	.00	1,458,212.07
003 SOLDIER MEMORIAL FUND	13,818.34	425.00	243.90	.00	13,999.44
005 MONTICELLO BERNDES CENT	1,461.07	5,859.57	21,583.57	.00	14,262.93-
006 RECREATIONAL SET-A-SIDE	.00	.00	.00	.00	.00
007 OFFICIATING FUND	8,479.44	2.23	.00	.00	8,481.67
008 DARE	6,766.15	38.55	.00	.00	6,804.70
009 POLICE CANINE UNIT	5,652.38	28.07	.00	.00	5,680.45
010 INSURANCE	48,527.52	241.61	651.60	.00	48,117.53
014 MONTICELLO TREES FOREVE	26,948.18	153.56	.00	.00	27,101.74
015 FIRE	185,117.57	19,422.41	7,828.83	.00	196,711.15
016 AMBULANCE	174,042.92	54,756.09	47,919.03	.00	180,879.98
018 HOTEL/MOTEL TAX	16,738.58	95.38	.00	.00	16,833.96
022 EARL F LEHMANN TRUST	238.67	.00	.00	.00	238.67
023 TRUST FUND/STREET BOND	750.00	500.00	.00	.00	1,250.00
026 POLICE IMPROVEMENT	1,666.41	37.49	.00	.00	1,703.90
030 LIBRARY IMPROVEMENT	46,239.02	236.42	493.15	.00	45,982.29
041 LIBRARY	33,161.48	35,987.92	11,692.48	.00	57,456.92
042 SPORTS COMPLEX	.00	.00	.00	.00	.00
044 EQUIPMENT SET-A-SIDE	79,073.81	401.42	.00	.00	79,475.23
045 SUPER MAC FUND	20,547.56	104.36	1,686.56	.00	18,965.36
046 AIRPORT	98,317.05	3,448.01	4,550.44	.00	97,214.62
050 REVOLVING LOAN FUND	44,815.87	232.26	.00	.00	45,048.13
110 ROAD USE	411,916.69	45,469.64	49,013.19	.00	408,373.14
111 ROAD USE SETASIDE	167,613.84	818.54	.00	.00	168,432.38
112 EMPLOYEE BENEFITS	195,172.29	230,987.81	45,035.00	.00	381,125.10
125 TIF -SPECIAL REVENUE	516,675.75	219,065.14	.00	.00	735,740.89
178 TRUST/SLAVKA GEHRET FUN	213,014.99	1,042.96	.00	.00	214,057.95
180 POLICE FORFEITURE	4.95	.00	.00	.00	4.95
200 DEBT SERVICE	196,332.20	158,662.03	.00	.00	354,994.23
225 TIF - DEBT	.00	.00	.00	.00	.00
300 ARPA CAPITAL FUND	612,776.71	.00	.00	.00	612,776.71
313 PARK IMPROVEMENT	119,731.55	2,735.23	.00	.00	122,466.78
316 LIB CAPITAL IMPROVEMENT	14,758.23	84.10	.00	.00	14,842.33
319 AMBULANCE IMPROVEMENT	173,376.26	869.54	.00	.00	174,245.80
325 TIF PROJECT	37,245.00-	5,655.00	5,157.00	.00	36,747.00-
326 TRUST/CEMETERY IMPROVEM	38,312.90	883.18	.00	.00	39,196.08
328 FAMILY AQUATIC CENTER C	.00	.00	.00	.00	.00
332 CAPITAL IMPROVEMENT	62,850.86-	16,019.21	45,233.64	.00	92,065.29-
333 MYSBA CAPITAL FUND	.00	.00	.00	.00	.00
336 LOW INCOME HOUSING FUND	16,284.28	79.52	.00	.00	16,363.80
337 MDC FUNDS	.00	.00	.00	.00	.00
338 BATY DISC GOLF COURSE	10,972.05	56.23	.00	.00	11,028.28
339 MARY MAXINE REDMOND TRU	7,224.17	35.87	.00	.00	7,260.04
375 POCKET PARK	11,259.82	209.80	.00	.00	11,469.62
500 TRUST/CEMETERY PERPETUA	181,037.17	709.19	.00	.00	181,746.36
502 C.C. BIDWELL LIBRARY BO	83,794.52	409.92	.00	.00	84,204.44
503 TRUST/IOMA MARY BAKER	37,580.00	183.97	78.35	.00	37,685.62
600 WATER	302,426.99	41,909.00	18,784.38	.00	325,551.61
601 WATER BOND SINKING	.00	.00	.00	.00	.00
602 CUSTOMER DEPOSITS	115,565.16	2,300.00	1,020.00	.00	116,845.16
603 WATER IMPROVEMENT	.00	.00	.00	.00	.00
604 WATER CAPITAL IMPROVEME	154,137.72	11,629.70	3,369.59	.00	162,397.83
610 SEWER	1,633,562.22	114,760.97	30,016.66	.00	1,718,306.53

TREASURER'S REPORT
CALENDAR 10/2023, FISCAL 4/2024

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
611 SEWER RESERVE	.00	.00	.00	.00	.00
612 SEWER SINKING	52,185.38	297.38	.00	.00	52,482.76
613 SEWER CAPITAL IMPROVEME	96,955.03	6,057.88	.00	.00	103,012.91
614 SEWER IMPROVEMENT	.00	.00	.00	.00	.00
670 SANITATION	235,680.23	54,491.83	42,908.00	.00	247,264.06
671 SANITATION CAPITAL IMPR	9,049.93	51.57	.00	.00	9,101.50
675 YARD WASTE SITE	48,054.71	3,944.88	7,770.34	.00	44,229.25
740 STORM WATER	78,025.20	7,152.73	438.34	.00	84,739.59
820 INTERNAL REV SELF FUNDE	.00	752.10	752.10	.00	.00
950 FLEX SPENDING FUND	2,293.42	1,192.32	1,063.98	.00	2,421.76
951 ENTERPRISE FLEX SPENDIN	107.48	.00	.00	.00	107.48
Report Total	7,435,925.87	1,653,055.22	479,423.56	.00	8,609,557.53

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING		929.83		
BLACK HILLS ENERGY	4801 5237 59		54.20		
MCALFEER WATER CONDITIONING INC	PD SOFTENER SALT		22.00		
MONTECELLO COMM SCHOOL DISTRCT	PD FUEL		899.04		
MONTECELLO EXPRESS INC	PD SUPPLIES		150.50		
	110 POLICE DEPARTMENT TOTAL		2,055.57		
STREETS					
HENNICK TREE SERVICE LLC	RU TREE REMOVAL		34,000.00		
	210 STREETS TOTAL		34,000.00		
STREET LIGHTS					
ALLIANT ENERGY-IES	416 E 2ND STREETLIGHTS		292.42		
	230 STREET LIGHTS TOTAL		292.42		
AQUATIC CENTER					
BLACK HILLS ENERGY	6214 3735 03		39.40		
JOHN DEERE FINANCIAL	POOL BLDG REPAIR/MAINT		39.48		
NEXT GENERATION PLBG & HTG LLC	POOL BLDG REPAIR/MAINT		540.00		
RIVER SMITH	POOL LIFEGUARD CERTIFICATION		190.00		
HAYDEN M TOMKINS	POOL LIFEGUARD RECERTIFICATION		190.00		
BROCK A WESTPHAL	POOL LIFEGUARD RECERTIFICATION		150.00		
	440 AQUATIC CENTER TOTAL		1,148.88		
CEMETERY					
MONTECELLO COMM SCHOOL DISTRCT	CEMETERY FUEL		271.87		
	450 CEMETERY TOTAL		271.87		
SOLDIER'S MEMORIAL BOARD					
MEDIACOM	SLDR MEM TELEPHONE		19.99		
LADCO	SLDR MEM BLDG REPAIR/MAINT		244.62		
	498 SOLDIER'S MEMORIAL BOARD TOTAL		264.61		
CITY HALL/GENERAL BLDGS					
BAKER PAPER CO INC	CH BUILDING SUPPLIES		44.50		
BLACK HILLS ENERGY	1287 4080 48		119.49		
MEDIACOM	CH TELEPHONE		19.99		
MONTECELLO EXPRESS INC	CH ADVERTISING		497.94		
MONTECELLO ROTARY CLUB	CH DUES - FARNUM		160.00		
LADCO	CH BLDG REPAIR/MAINT		1,467.75		
	650 CITY HALL/GENERAL BLDGS TOTAL		2,309.67		
	001 GENERAL TOTAL		40,343.02		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MONTICELLO BERNDES CENTER					
PARKS					
ALLIANT ENERGY-IES	MBC ELECTRIC		1,149.00		
BLACK HILLS ENERGY	3293 7656 61		170.02		
FAREWAY STORES #840-1	MBC BUILDING SUPPLIES		26.10		
JOHN DEERE FINANCIAL	MBC GROUNDS SUPPLIES		263.97		
STEVE MONK CONSTRUCTION	MBC MOWING CONTRACT		58.65		
MONTICELLO COMM SCHOOL DISTRCT	MBC FUEL		221.93		
MONTICELLO EXPRESS INC	MBC ADVERTISING		163.50		
NEXT GENERATION PLBG & HTG LLC	MBC BLDG REPAIR/MAINT		240.00		
SACRED HEART SCHOOL	MBC DAMAGE DEPOSIT REFUND		500.00		
SPAHN & ROSE LUMBER CO INC	MBC GROUNDS SUPPLIES		125.08		
RACHEL STEGER	MBC YOUTH ACTIVITY REFUND		60.00		
ZACHARY D LONG	MBC BLDG REPAIR/MAINT		41.00		
WHITE HAWK PLUMBING & HEATING	MBC BLDG REPAIR/MAINT		130.16		
	430 PARKS TOTAL		3,149.41		
	005 MONTICELLO BERNDES CENTER TOTAL		3,149.41		
FIRE					
FIRE					
BLACK HILLS ENERGY	7971 7910 14		58.55		
JOHN DEERE FINANCIAL	FIRE VEHICLE REPAIR/MAINT		26.97		
KIRKWOOD COMMUNITY COLLEGE	FIRE TRAINING - HUSMANN		150.00		
MCALEER WATER CONDITIONING INC	FIRE SOFTENER SALT		35.20		
MONTICELLO COMM SCHOOL DISTRCT	FIRE FUEL		412.45		
MUNICIPAL EMERGENCY SERVICES	FIRE SUPPLIES		426.99		
	150 FIRE TOTAL		1,110.16		
	015 FIRE TOTAL		1,110.16		
AMBULANCE					
AMBULANCE					
AARON'S AUTOMOTIVE LLC	AMB VEHICLE OPERATING		132.08		
BLACK HILLS ENERGY	4801 5237 59		54.21		
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES		245.54		
IOWA DEPT OF HUMAN SERVICES	AMB REFUND		1,453.88		
JOHN DEERE FINANCIAL	AMB VEHICLE OPERATING		.57		
MCALEER WATER CONDITIONING INC	AMB SOFTENER SALT		22.00		
MONTICELLO COMM SCHOOL DISTRCT	AMB FUEL		1,080.79		
MONTICELLO EXPRESS INC	AMB OFFICE SUPPLIES		120.50		
JOSHUA PRUITT	AMB MEDICAL DIRECTOR		500.00		
	160 AMBULANCE TOTAL		3,609.57		
	016 AMBULANCE TOTAL		3,609.57		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
LIBRARY IMPROVEMENT LIBRARY FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS		82.11		
	410 LIBRARY TOTAL		82.11		
	030 LIBRARY IMPROVEMENT TOTAL		82.11		
LIBRARY LIBRARY BAKER & TAYLOR BOOKS	LIB BOOKS		167.44		
CULLIGAN TOTAL WATER -	LIB BUILDING SUPPLIES		12.65		
FAREWAY STORES #840-1	LIB PROGRAMS/PROMOTIONS		8.96		
JOHN DEERE FINANCIAL	LIB BUILDING SUPPLIES		19.75		
MEDIACOM	LIB TELEPHONE		39.99		
LADCO	LIB BLDG REPAIR/MAINT		244.63		
	410 LIBRARY TOTAL		493.42		
	041 LIBRARY TOTAL		493.42		
AIRPORT AIRPORT ALLIANT ENERGY-IES	20373 HWY 38 AIRPORT ELECTRIC		46.88		
BOOMERANG CORP	AIRPORT DRIVEWAY		7,280.00		
	280 AIRPORT TOTAL		7,326.88		
	046 AIRPORT TOTAL		7,326.88		
ROAD USE STREETS ALLIANT ENERGY-IES	STOP SIGNS - N MAIN ST		43.26		
BEHREND'S CRUSHED STONE	RU STREET MAINTENANCE SUPPLIES		239.30		
BLACK HILLS ENERGY	5682 1986 07		60.11		
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT		55.85		
AK BROWN ENTERPRISES LLC	RU LIGHT SYSTEMS & STRUCTURES		69.00		
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT		218.63		
K&S MACHINING AND METAL	RU EQUIP REPAIR/MAINT		76.24		
KIMBALL MIDWEST	RU SUPPLIES		198.08		
KROMMINGA MOTORS INC	RU EQUIP REPAIR/MAINT		743.80		
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT		11.36		
MCALLISTER ELECTRICAL SERVICES	RU LIGHT SYSTEMS & STRUCTURES		1,601.27		
MONTICELLO COMM SCHOOL DISTRICT	RU FUEL		1,352.57		
L.L. PELLING CO	RU STREET MAINTENANCE SUPPLIES		790.00		
ROTO-ROOTER	RU STREET MAINTENANCE CONTRACT		1,890.00		
SPAHN & ROSE LUMBER CO INC	RU SUPPLIES		199.99		
THOMPSON TRUCK & TRAILER, INC.	RU EQUIP REPAIR/MAINT		630.18		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	210 STREETS TOTAL		8,179.64		
	110 ROAD USE TOTAL		8,179.64		
ROAD USE SETASIDE STREETS					
TRUCK COUNTRY OF IOWA, INC.	2024 WESTERN STAR CHASSIS		120,762.00		
	210 STREETS TOTAL		120,762.00		
	111 ROAD USE SETASIDE TOTAL		120,762.00		
PARK IMPROVEMENT CAPITAL PROJECTS					
THEODORE KRAUS	PARK IMP PICKLEBALL COURT		8,844.22		
	750 CAPITAL PROJECTS TOTAL		8,844.22		
	313 PARK IMPROVEMENT TOTAL		8,844.22		
CAPITAL IMPROVEMENT CAPITAL PROJECTS					
HDR ENGINEERING INC	CAP IMP 2021 TAXIWAY/APRON		30,180.61		
	750 CAPITAL PROJECTS TOTAL		30,180.61		
	332 CAPITAL IMPROVEMENT TOTAL		30,180.61		
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					
CENTER POINT PUBLISHING	LIB BAKER BOOKS		49.14		
	410 LIBRARY TOTAL		49.14		
	503 TRUST/IOMA MARY BAKER TOTAL		49.14		
WATER					

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
WATER					
BLACK HILLS ENERGY	5682 1986 07		150.01		
STATE HYGIENIC LABORATORY	WATER LAB TESTS		58.00		
STEVE MONK CONSTRUCTION	WATER SYSTEM		58.65		
MONTICELLO COMM SCHOOL DISTRICT	WATER FUEL		258.86		

	810 WATER TOTAL		525.52		

	600 WATER TOTAL		525.52		
WATER CAPITAL IMPROVEMENT					
WATER					
PIRC-TOBIN CONSTRUCTION INC	WATER MAIN REPAIRS		2,177.21		

	810 WATER TOTAL		2,177.21		

	604 WATER CAPITAL IMPROVEMENT TOTAL		2,177.21		
SEWER					
SEWER					
ALLIANT ENERGY-IES	1105 E 1ST ST		3,216.09		
BLACK HILLS ENERGY	5682 1986 07		60.11		
DEMMEER OIL COMPANY	SEWER UTILITIES		355.25		
GIESE SHEET METAL CO. INC.	SEWER SYSTEM		517.50		
STATE HYGIENIC LABORATORY	SEWER LAB TESTS		1,320.50		
MONTICELLO COMM SCHOOL DISTRICT	SEWER FUEL		258.86		
TRI COUNTY PROPANE LLC	SEWER UTILITIES		1,005.20		

	815 SEWER TOTAL		6,733.51		

	610 SEWER TOTAL		6,733.51		
SEWER CAPITAL IMPROVEMENT					
SEWER					
PIRC-TOBIN CONSTRUCTION INC	SEWER MANHOLE REPAIRS		17,288.91		

	815 SEWER TOTAL		17,288.91		

	613 SEWER CAPITAL IMPROVEMENT TOTAL		17,288.91		
SANITATION					
SANITATION					
BLACK HILLS ENERGY	5682 1986 07		60.11		
JONES COUNTY SOLID WASTE	SANITATION LOAD TICKETS		7.80		
MONTICELLO EXPRESS INC	SANITATION AD - LEAF CLEAN UP		492.00		
REPUBLIC SERVICES	DUMPSTER COLLECTIONS		13,787.17		

	840 SANITATION TOTAL		14,347.08		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	670 SANITATION TOTAL		14,347.08		
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		265,759.93		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND NAME	AMOUNT
001 GENERAL	40,343.02
005 MONTICELLO BERNDEN CENTER	3,149.41
015 FIRE	1,110.16
016 AMBULANCE	3,609.57
030 LIBRARY IMPROVEMENT	82.11
041 LIBRARY	493.42
046 AIRPORT	7,326.88
110 ROAD USE	8,179.64
111 ROAD USE SETASIDE	120,762.00
313 PARK IMPROVEMENT	8,844.22
332 CAPITAL IMPROVEMENT	30,180.61
338 BATY DISC GOLF COURSE	405.72
503 TRUST/IOMA MARY BAKER	49.14
600 WATER	525.52
604 WATER CAPITAL IMPROVEMENT	2,177.21
610 SEWER	6,733.51
613 SEWER CAPITAL IMPROVEMENT	17,288.91
670 SANITATION	14,347.08
740 STORM WATER	151.80

TOTAL FUNDS	265,759.93

City Council Meeting
Prep. Date: 11/16/2023
Preparer: Russell Farnum



Agenda Item: # 1 & 2
Agenda Date: 11/20/2023

Communication Page

Agenda Items Description: Consideration of bids for the Wastewater Treatment Facility Improvements Project and Resolution awarding contract for the Wastewater Treatment Facility Improvements Project

Type of Action Requested: Resolution

Attachments & Enclosures:

Bid tabulation
Proceedings
Resolution

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

Synopsis: New bids for the construction of the Wastewater Treatment Facility Improvements Project were received on October 24, 2023. The bids received are in the attached bid tab.

The apparent low bidder is Bill Bruce Builders of Eldridge, IA, in the amount of \$23,448,000. All bids ranged from this amount to a high bid of \$25,449,000.

Snyder and Associates (City Engineer) and the City Attorney have performed due diligence on that contractor and reviewed the bid documents submitted, and the results are satisfactory. Although a relatively new firm, Bill Bruce Builders has staff that are well-versed in the construction industry. The City is waiting for USDA concurrence on awarding the bid and covering the amount that exceeds the City’s prior loan and grant approvals. The City staff have provided the USDA all requested information, it is a matter of waiting for confirmation to award the bid.

Council must consider the bids at this meeting, which consists of the Mayor reading the bidders and their bid amounts.

However, the bid cannot be awarded until the USDA concurs, which may be by the meeting, or may be later. If we receive concurrence before Monday’s meeting, we will recommend that the Council approve the Resolution awarding the contract. If not, the Council should make a motion to adjourn the meeting to December 4, 2023, at 6:00 pm.

MINUTES OF MEETING TO CONSIDER
BIDS

435926-33 (L)

Monticello, Iowa

November 20, 2023

The City Council of the City of Monticello, Iowa, met at 6:00 p.m., on November 20, 2023, at the Community Media Center, Monticello, Iowa, pursuant to posted 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 bids for the construction of the Wastewater Treatment Facility Improvements Project had been received before 10:00 a.m. on October 24, 2023, via the QuestCDN Virtubid system. At such time, and via a telephone bid opening conference accessed by calling 1-515-598-4967 and dialing the conference ID:180605988#, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and Snyder & Associates, Inc. (the "Project Engineers") made their recommendations thereon to the City Council. The bids received for the construction of the Wastewater Treatment Facility Improvements Project are as follows:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
Bill Bruce Builders, Inc 900 East Franklin Street, Eldridge, IA 52748	\$23,448,000
WRH, Inc PO Box 256, Amana, IA 52203	\$24,490,000
Tricon General Contractors 1230 East 12th St., Dubuque, IA 52001	\$25,200,000
Portzen Construction, Inc 205 Stone Valley Drive, Dubuque, IA 52003	\$25,449,000

It was moved by Council Member _____ and seconded by Council Member _____ that this meeting be adjourned to _____, 2023, at _____ o'clock ____ .m., at the _____, Monticello, Iowa, at which time and place the City Council will meet to further consider such proposals.

The Mayor put the question on 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 meeting was adjourned to the said time and place.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk

MINUTES OF MEETING TO AWARD
CONTRACT

435926-33

Monticello, Iowa

_____, 2023

The City Council of the City of Monticello, Iowa, met on _____, 2023, at _____ o'clock __.m., at the Community Media Center, in the City, pursuant to adjournment and the rules of this Council.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

The City Council further considered proposals received for the proposed Wastewater Treatment Facility Improvements Project and embodied its findings in the resolution next hereinafter referred to.

Council Member _____ introduced the resolution next hereinafter set out, and moved that the said resolution be adopted; 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 said resolution duly adopted.

RESOLUTION NO. _____

Resolution awarding contract for the Wastewater Treatment Facility Improvements Project

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Monticello, Iowa, and as required by law, bids and proposals were received by this Council for the Wastewater Treatment Facility Improvements Project (the "Project"); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project;

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

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
_____	\$ _____

Section 2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, said contract not to be binding until approved by resolution of this City Council.

Section 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved _____, 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.

City Clerk

BID TABULATION
WWTP Improvements Project (#8733937)
Monticello
Snyder & Associates Project Number: 120.1109.08
10/24/2023
10:00 AM CDT

ITEM NO.	DESCRIPTION	Contractor		Bill Bruce Builders, Inc	WRH, Inc	Tricon General Contractors	Portzen Construction, Inc
		EST. QTY.	UNIT	900 East Franklin Street, Eldridge, IA 52748	PO Box 256, Amana, IA 52203	1230 East 12th St., Dubuque, IA 52001	205 Stone Valley Drive, Dubuque, IA 52003
				LUMP SUM AMOUNT	LUMP SUM AMOUNT	LUMP SUM AMOUNT	LUMP SUM AMOUNT
Base Bid Total	Wastewater Treatment Plant Improvements	1	LS	\$23,448,000	\$24,490,000	\$25,200,000	\$25,449,000
TOTAL (Lump Sum)				\$23,448,000	\$24,490,000	\$25,200,000	\$25,449,000

City Council Meeting
Prep. Date: 11/14/2023
Preparer: Russell Farnum



Agenda Item: # 3 & 4
Agenda Date: 11/20/2023

Communication Page

Agenda Items Description: Purchase of 14432 190th Street and setting a Public Hearing on a Lease Agreement

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution
Purchase Agreement/Contract
Well Agreement and Garage Lease

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

Synopsis: Mike and Emily Kraus own the home at 14432 190th Street, but are building a new home at a different location and will be selling this property soon. Knowing this property was designated for future acquisition by the Airport, the Kraus's offered the City the first right to purchase the property.

This resolution authorizes purchase of the property as directed by Council after closed session on September 18.

Background: The home is a 2400 square foot, 3-bedroom ranch with 3 bathrooms and an attached 2-car garage, located on 1.58 acres. There is a detached shed and a detached 2-car garage, a finished 1900-square foot walk-out basement, and 2 patios. The site is partially wooded and heavily landscaped. The contract purchase price is \$475,000.

There is a shared well with the neighboring property owned by Mike First. A part of the condition of purchase is that First will own and maintain the well, and provide water to the City at no cost, in exchange for First's use of the 2-car detached garage at no cost. These terms will require formal action by the City at the next Council meeting, including holding a public hearing and approving the lease agreement and revised shared well agreement at the next Council meeting. That is why the next item is a Resolution setting a public hearing for the next meeting.

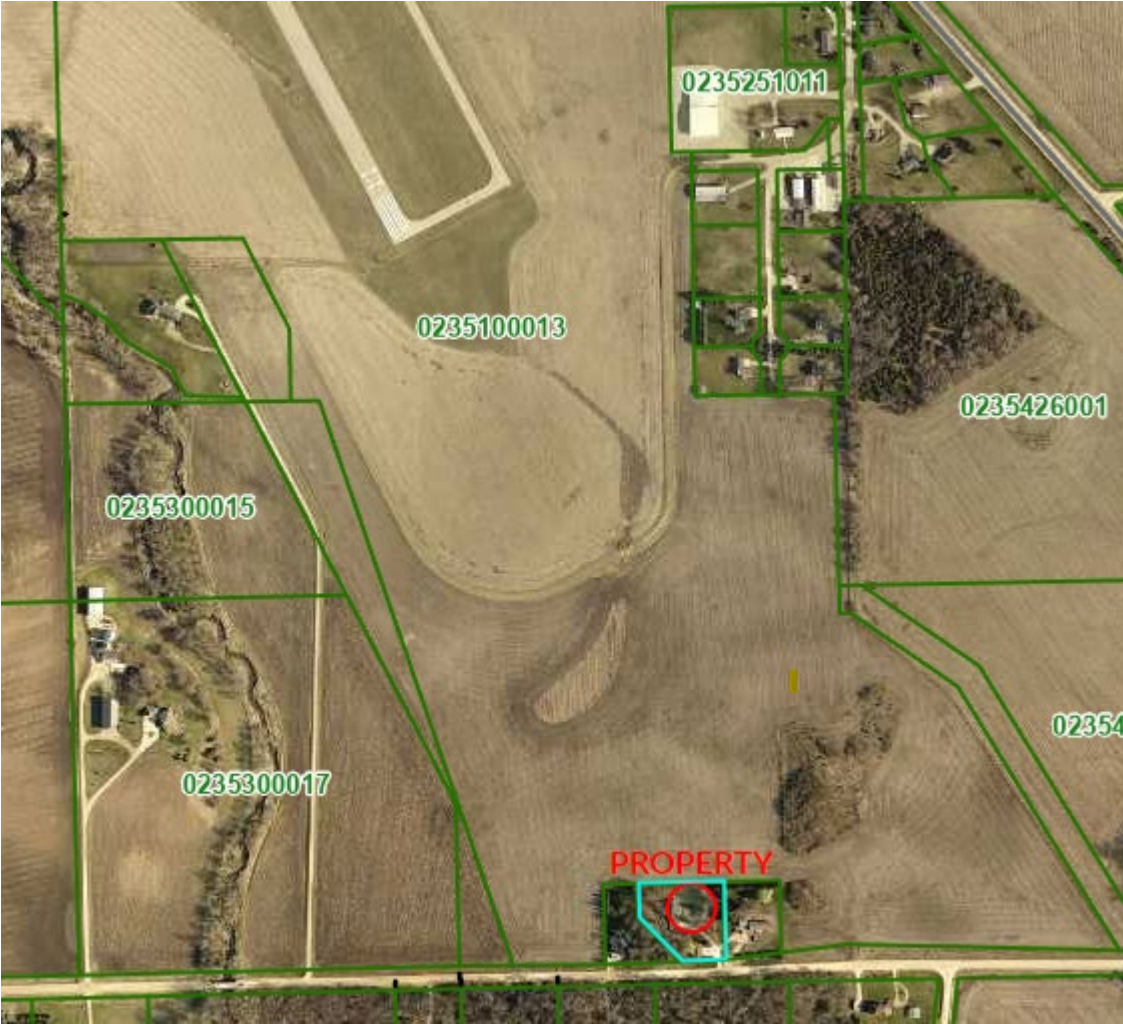
The Airport Layout plan clearly shows acquisition of this property, as well as others nearby, as a priority to assure clear airspace for the future runway extension to the south.

The purchase was not planned at this time as the runway extension is not a pending project. However, the time to purchase property is when it becomes available for sale. If the City waited until the runway was pending and used eminent domain proceedings, costs rise quickly, in addition to the increases in property value that would accrue over time.

The purchase of the property is eligible for FAA funding at 90%, with a 10% local match. So, although the City is acquiring the property for \$475,000, the City’s actual cost will be \$47,500. The City can use its annual FAA Non-Primary Entitlement Funds for such purchases, which will need to be banked and reimbursed in one lump-sum at a later date. For that reason, a subsequent action on this Council agenda is to approve an in-house loan for the purchase of this property, which allows the City to borrow against its own cash to buy the property, and documents the transaction for future FAA reimbursements as well as proper accounting procedures.

In addition, the City can, and is expected to, rent the home from the time it is acquired until the time it needs to be demolished for the runway extension, thereby creating a revenue stream for the City and the Airport.

The property is shown below:



Recommendation: Approval of the purchase is recommended.

The City of Monticello, Iowa

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

RESOLUTION #2023-____

Resolution approving purchase of home at 14432 190th Street and authorizing City Administrator to Close Real Estate Transaction

WHEREAS, The City Council previously authorized the City Administrator to pursue the purchase of the property located at 14432 190th Street in Monticello after discussing the purchase during closed session on 9/18/2023, and

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

WHEREAS, The City Council finds that the terms of the purchase agreement are substantially consistent with the terms agreed to by the City Council during the closed session of 9/18/2023 and finds all other provisions including the shared well agreement and garage lease to be agreeable, subject to subsequent Council approval by law.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby authorize the City Administrator and/or City Attorney to accept a deed and to close on the property located at 14432 190th Street and to execute all necessary documents on behalf of the City and expend those sums necessary to provide for said sale.

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 __th day of November, 2023.

Dave Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk

Prepared by:	Douglas D. Herman Lynch Dallas, P.C. PO Box 2457 Cedar Rapids, Iowa 52406-2457 Telephone: 319-365-9101 Facsimile: 319-365-9512	Taxpayer/Return Address: City of Monticello, Iowa 200 E. 1 st Street Monticello, Iowa 52310
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RESIDENTIAL PURCHASE AGREEMENT

TO: Michael W. Kraus and Emily M. Kraus ("SELLERS")

The undersigned BUYER hereby offer to buy and the undersigned SELLERS, by their acceptance, agree to sell the real property situated in Jones County, Iowa, locally known as 14432 190th Street, Monticello, Iowa, and legally described as follows:

LOT 2 of B & L ADDITION TO JONES COUNTY, IOWA (formerly a part of Parcel A) in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of SECTION 35, TOWNSHIP 86, NORTH, RANGE 3, West of the 5th P.M., as shown in the PLAT OF SURVEY recorded in PLAT BOOK R, PAGE 49 (and in Document No. 2015-3560) of the Jones County, Iowa records, containing 1.39 acres, inclusive of 0.26 acre public highway.

TOGETHER WITH Access Easement A as shown on said Plat of Survey.

SUBJECT TO and TOGETHER WITH the Joint Well and Water Agreement – Amended recorded in Document No. 2019-2807 of the Jones County, Iowa records.

SUBJECT TO the rights of the public in all highways and to all easements, agreements, and restrictive covenants of record.

a/k/a Parcel No.: 0235451009

with such legal description to be determined and confirmed per the abstract of title for such real estate, together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions:

1. **PURCHASE PRICE.** The purchase price for the Property shall be four-hundred seventy-five thousand dollars (\$475,000.00) (the "Purchase Price"). The Purchase Price, via cashier's check, wire transfer or other immediately available funds, shall be paid in full at the time of closing with adjustment for closing costs to be added or deducted from this amount.

2. **REAL ESTATE TAXES.**

a. SELLERS shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

b. SELLERS shall pay its prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given (ending June 30, 2024), due and payable in the subsequent fiscal year (commencing July 1, 2024). BUYERS shall be given a credit for such proration at closing based upon the last known actual net real estate taxes payable according to public record.

c. BUYERS shall pay all subsequent real estate taxes.

d. SELLERS shall pay all revenue stamps/transfer taxes assessed as a result of this transaction pursuant to Iowa Code Chapter 428A.

3. **SPECIAL ASSESSMENTS.**

a. SELLERS shall pay in full all special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year possession is delivered to BUYER, and all prior installments thereof.

b. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.

c. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

d. BUYERS shall pay all other special assessments.

4. **RISK OF LOSS AND INSURANCE.** SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agrees to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The Property shall be

deemed substantially damaged or destroyed if it cannot be restored to its condition, as it was before the damage, on or before the closing date, normal wear and tear excepted.

5. POSSESSION AND CLOSING. If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on or before December 31, 2023, by mutual agreement of the Parties, and any adjustments of insurance, taxes, interest and all charges attributable to SELLERS' possession shall be made as of the date of possession. Closing shall occur after approval of title and prior to possession by BUYER. SELLERS agree to permit BUYER to inspect the Property within twenty-four (24) hours prior to closing to ensure that the Property is in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession.

This transaction shall be considered closed upon the delivery of the title transfer documents to BUYER and receipt of all funds and other documents then due at closing from BUYER under this Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the Property, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants. The following appliances are included: stove, built in microwave, and dishwasher, water softener, and any others but for and not including the clothes washer and dryer and refrigerator. SELLERS have agreed to install a used refrigerator in the kitchen, in place of the current refrigerator they will be taking with them.

The propane tank currently located on the Property is specifically excluded as a fixture, however, if the BUYER wish to assume the rental agreement with Three Rivers FS and make all future rental payments on such propane tank, then such propane tank will remain on the Property. BUYER shall be entitled to any remaining propane in the tank without additional compensation or credit to SELLERS.

7. CONDITION OF THE PROPERTY.

a. The Property as of the date of this Agreement, including all improvements, will be preserved by SELLERS in its present condition until possession is delivered to BUYER, ordinary wear and tear excepted.

8. ABSTRACT AND TITLE. SELLERS shall promptly obtain an abstract of title to the Property continued through the date of the acceptance of this Agreement, and deliver it to BUYER'S attorney for examination. It shall show merchantable title in SELLERS name in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar

Association. SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving twenty (20) days written notice to the other party. The abstract shall become the property of BUYERS when the Purchase Price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by SELLERS or its assignees.

9. **SURVEY.** BUYER may, at BUYER'S expense prior to closing, have the Property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLERS shall pay the cost thereof.

10. **DEED.** Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYER by Warranty Deed, free and clear of all liens, restrictions, and encumbrances, except as otherwise provided in this Agreement.

11. **USE OF PURCHASE PRICE.** At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

12. **REMEDIES OF THE PARTIES.**

a. If BUYER fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made by BUYER, including the Earnest Money Payment, shall be forfeited; or, at SELLERS' option, upon thirty (30) days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty (30) days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

b. In the event of the default by SELLERS hereunder, BUYER may, at BUYER'S option, elect to enforce the terms of this Agreement, or demand and be entitled to an immediate refund of the entire Earnest Money Payment and terminate this Agreement. SELLERS agrees that BUYER, among BUYER'S remedies, shall be entitled to demand specific performance of this Agreement.

c. BUYER and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

d. Upon a default by BUYER or SELLERS, the non-defaulting party shall also be able to recover from the defaulting party all costs and reasonable attorney's fees required in order to enforce this Agreement.

13. **NOTICE.** Any notice under this Agreement shall be in writing and shall be deemed served when it is delivered by personal delivery or by ordinary mail, postage prepaid, addressed to the parties at the addresses given below.

14. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. SELLERS and BUYER agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.

15. **SHARED WELL AGREEMENT.** The Parties agree to the approval of an updated shared well agreement by City and the neighboring property owner, Mike and Lisa First consistent with the attached "Addendum A". (The Well will become the property of the neighboring property owner, First, and the pressure tank will be removed from the subject property to First property at SELLER expense, with water to be continued to be provided to City property, all at SELLER expense in advance of closing.

16. **ADDITIONAL PROVISIONS.**

a. **No Real Estate Agent or Broker.** Neither party has used the services of a real estate agent or broker in connection with this transaction. SELLERS agrees to indemnify BUYERS and BUYERS agree to indemnify SELLERS for any claim by a real estate agent or broker arising out of or related to this transaction that was hired or contracted by that party.

b. **No Financing Contingency.** This Agreement is not contingent upon BUYERS obtaining financing to obtain the Purchase Price required to be paid by BUYERS to SELLERS at the closing.

c. **General Provisions.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

d. **Construction.** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

e. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

f. **Entire Agreement.** This Agreement constitutes the entire agreement

between the parties hereto pertaining to the subject matters hereof, and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof.

g. **Amendments.** No amendment, waiver, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by the parties or by their duly authorized agents. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.

h. **Severability.** In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable, and if, for any reason, a court finds that any provision of this Agreement is invalid, illegal or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.

i. **Construction.** It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid. It is agreed that if any provision of this Agreement shall be found by any court of competent jurisdiction to be unclear and ambiguous, that the rule of contract construction that any such provision be construed against the party who prepared the instrument shall not apply.

j. **Captions.** The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define the provisions of this Agreement.

k. **Legal Counsel.** Each of the parties to this Agreement has been afforded the opportunity to seek legal counsel with respect to how the terms and conditions of this Agreement may affect them. By their execution of this Agreement, each of the parties to this Agreement acknowledge that they have sought independent legal counsel or have been afforded the opportunity to do so and have decided not to exercise such right.

l. **Voluntary Sale / Vacant.** SELLERS acknowledge and agree by the execution hereof that the sale of Property to BUYER is voluntary, that SELLERS approached BUYER to determine if BUYER had interest in purchasing the Property, and that BUYER has made no promises related to the purchase of the property not specifically included within this Agreement, including but not limited to any additional compensation related to SELLERS moving from the Property as SELLERS had already made the decision to move from the Property and were seeking a buyer for Property.

M. **Plantings/Landscaping.** BUYER agrees that SELLERS may remove plants/landscaping around the home prior to closing. SELLERS agree to leave the area where landscaping is removed in a safe and level condition.

N. **Power to Shed.** BUYER acknowledges that power to a shed on property of SELLERS comes from a neighboring property and that said power will be eliminated in advance of closing.

O. **Garage Rental Provisions.** BUYER agrees to enter into a Lease Agreement with the neighboring property, Mike and Lisa First, to rent the detached garage on City property consistent with the attached "Addendum B".

17. **CONTINGENT ON CITY COUNCIL APPROVAL.** BUYER Governing Board (City Council) has agreed to the purchase of the Property, however, BUYER'S agreement to purchase Property as set forth herein is subject to formal consideration and approval of this "Purchase Agreement" by Resolution of the City Council which shall occur no later than November 7, 2023. Failure of the City Council to approve this purchase agreement within said timeframe shall make this Agreement voidable by SELLERS.

18. **CONTINGENT UPON AMENDED JOINT USE WELL AND WATER AGREEMENT.** SELLERS agree to negotiate, prepare and file an amendment to the current agreement referenced in Paragraph 15 above consistent with the terms and provisions set out within Addendum B to this Agreement. The City Council will, in its resolution approving this Purchase Agreement, give discretion and authority to the City Administrator and City Attorney to review and approve the required Amended Joint Use Well and Water Agreement without further review and approval of the City Council.

18. **CERTIFICATION.** BUYERS and SELLERS each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly, on behalf of any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to its breach of the foregoing certification.

19. **ACCEPTANCE.** When accepted, this Residential Purchase Agreement shall become a binding contract, subject to the contingencies set forth in this Residential Purchase Agreement.

Offer made on:

Offer Accepted on:

Dated: _____, 2023

Dated: November 3, 2023, 2023

BUYERS:

City of Monticello, Iowa
200 E. 1st Street
Monticello, Iowa 52310

SELLERS:

Mike Kraus and Emily Kraus
14432 190th Street
Monticello, Iowa 52310

Dave Goedken, Mayor


Michael W. Kraus

Sally Hinrichsen, City Clerk


Emily M. Kraus

**Addendum "A" for
Inspection of Private Sewage Disposal System**

Buyer and Seller agree on the following initialed alternative to comply with the time of transfer inspection of private sewage disposal systems:

X There is a private sewage disposal system on this Property which serves the Property.

Seller has obtained or shall obtain at Seller's expense within forty-five (45) days a certified inspector's report which documents the condition of the private sewage disposal system, that it is of sufficient capacity to serve the Property, that the continued use of the system is permitted, and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. Seller shall attach the inspection report to the Groundwater Hazard Statement to be filed at closing.

If Seller receives an unsatisfactory report, the basis of which cannot be resolved between Buyer and Seller within sixty (60) days of delivery of a copy to Buyer, then upon written notice from Buyer to Seller, this agreement shall be null and void and all earnest money paid hereunder shall be returned immediately to Buyer.

___ There is a private sewage disposal system on this Property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. Buyer shall execute a binding acknowledgment with the County Board of Health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. Buyer shall attach a copy of the binding acknowledgment to the Groundwater Hazard Statement to be filed at closing. When the inspection is completed, an amended Groundwater Hazard Statement shall be filed with the certified inspection and shall include the document numbers of both the real estate transfer document and the original Groundwater Hazard Statement

___ Seller agrees at closing to deposit the sum of n/a dollars into escrow with n/a ("Escrow Agent") to reimburse Buyer for expenses incurred for the cost of the inspection and any required modifications to the private disposal system. Escrow Agent shall pay to Buyer, up to the amount held in escrow, amounts for required modifications after any such modifications are completed and upon submission to Escrow Agent of a detailed invoice. If no modifications are required, the entire escrow account shall be returned to Seller. Any funds remaining in the escrow account after any required modifications shall be returned to Seller. Seller shall not be responsible for any cost in excess of the escrow deposit. There is a private sewage disposal system on this Property. The building to which the sewage disposal system is connected will be demolished without being occupied. Buyer shall execute a binding acknowledgement with the county board of health to demolish the building within an agreed upon time period. Buyer shall attach a copy of the binding acknowledgement to the Groundwater Hazard Statement to be filed at closing. There is a private sewage disposal system on this Property. The private sewage disposal system has been installed within the past two years pursuant to permit number. n/a

Addendum "B"
Terms and Provisions to be Incorporated into
Amended Joint Use Well and Water Agreement

BUYER and SELLERS agree that SELLERS will see to the negotiation, preparation, and recording of an Amended Agreement, to address and/or include terms consistent with the following:

1. The current Amended Joint Use Well and Water Agreement will be replaced with a new Joint Use Well and Water Agreement.
2. The new Joint Use Well and Water Agreement will include the following general terms and provisions.
 - a. The owner of 14242 will be given an Easement across 14432 as necessary to access, repair, power, and maintain the well.
 - b. The owner of 14242 will be deemed to be the Owner of the well, and be solely responsible for the repair, maintenance, and powering of the well pump.
 - c. A shared Pressure Tank shall be located on 14242 for use by 14242 and 14432. 14432 shall be given an easement across 14242 for purposes of necessary water service line to the Pressure Tank. Maintenance of this service line shall be the responsibility of 14432. Maintenance, repair, replacement of the pressure tank shall be the responsibility of 14242.
 - d. So long as well remains operable and in place on 14432, the owner/occupant of 14432 shall be provided water from the well at no cost/reimbursement to 14242.
 - e. Should the well ever fail, where a new well needs to be drilled, this well shall be capped and abandoned per law and regulation at the sole expense of 14242 and this agreement will cease to exist, 14242 not allowed to replace the well on the property of 14432.



TIME OF TRANSFER INSPECTION TOT# 7613 SCOTT HAGEN CERT # 10544

Site Information

Parcel Description: **Jones County Lovell Township Section 35**
Address: **14432 190th St., Monticello, IA 52310** County: **Jones**

Owner Information

Property is owned by a business: **No**
Business Name:
Owner Name: **Mike Kraus**
Email Address:
Address: **14432 190th St., Monticello, IA 52310**
Phone No: **319-480-3997**

Site related information

No Of Bedrooms: **3** Inspection Date: **10/16/2023**
Facility Type: **Residential** Currently Occupied: **Yes**
Last Occupied: System Installation Date:
Permit issued by County: **N/A** Permit Number:
All plumbing fixtures enter septic system: **Yes** County contacted for records: **Yes**
Property Information Comments:

Primary Treatment

Tank 1

Tank Name: Tank 1	Type: Septic Tank	Tank Size (Gal): 1250
Tank Material: Concrete	Tank Corrosion Type: Slight	Liquid Level Type: Normal
No. of Compartments: 2	Pump Tank Chamber: No	Licensed Pumper Name: Monti Plumbing
Date Pumped: 10/16/2023	Meets Setback to Well: Yes	Well Type: Private
Distance To Well (Ft.): 100'	Is Accessible: Yes	Lid Intact: Yes



TIME OF TRANSFER INSPECTION TOT# 7613 SCOTT HAGEN CERT # 10544

Owner Name: Mike Kraus

Address: 14432 190th St. , Monticello , IA 52310

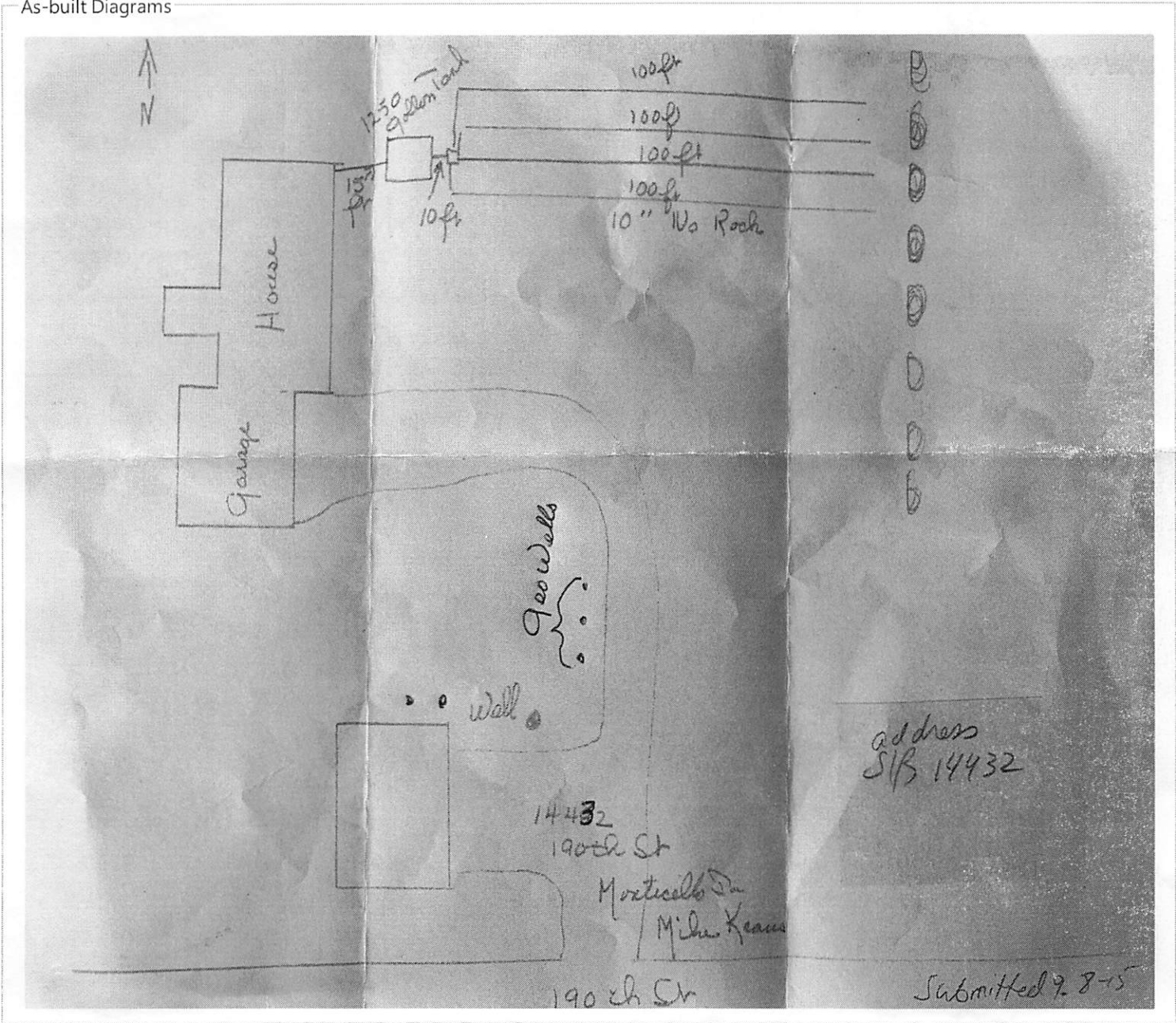
County: Jones

Inspection Date: 10/16/2023

Submitted Date: 10/16/2023

This page certifies a Time of Transfer inspection was conducted and submitted for the property listed above in accordance with Subrule 567 IAC 69.2(8).

As-built Diagrams



Invoice No. 3820326-1023

Owner: Michael and Emily Kraus

Date: October 11, 2023

JONES COUNTY ABSTRACT & TITLE COMPANY, INC.

408 West Main Street • PO Box 487 • Anamosa, IA 52205

Phone: (319) 462-4168 • Fax: (319) 462-5772

Lot 2 og B & L Addition in SW SE 35-86-3

Continuation from 11-8-1991 to 10-11-2023

Abstract picked up by Doug Herman.
Statement attached.

350.00

\$ 350.00

Invoice No. 3820326-1023

Owner: Michael and Emily Kraus

Date: October 11, 2023

JONES COUNTY ABSTRACT & TITLE COMPANY, INC.

408 West Main Street • PO Box 487 • Anamosa, IA 52205

Phone: (319) 462-4168 • Fax: (319) 462-5772

Lot 2 og B & L Addition in SW SE 35-86-3

Continuation from 11-8-1991 to 10-11-2023

Abstract picked up by Doug Herman.
Statement attached.

350.00

\$ 350.00

Please Remit this Portion with Your Payment

Preparer: Doug Herman, Lynch Dallas, PC 526 Second Ave S.E. P.O. Box 2457, Cedar Rapids, IA 52406 Phone: 319.365.9101 Email: dherman@clynchdallas.com **Return To:** Same

Shared Well and Water Use Agreement

KNOW ALL BY THESE PRESENTS:

That the City of Monticello, Iowa (hereinafter referred to as “City”) owns property as described below (hereinafter referred to as “City Property”) on which is located a water well (hereinafter referred to as “Well”) that at the time of said purchase was subject of a Well Agreement, as amended, between the prior owner of City Property and Michael L. First and Lisa M. First (hereinafter referred to as “First”, being owners of the neighboring or adjacent property (hereinafter referred to as “First Property”) the intent of this agreement being to rescind the prior agreement and to replace it with the terms and conditions set forth herein. The City and the Firsts, hereafter jointly referred to as “Parties”)

The legal description of City Property on which the Well is located is as follows:

LOT 2 of B & L ADDITION TO JONES COUNTY, IOWA (formerly a part of Parcel A) in the SW¹/₄ SE¹/₄ of SECTION 35, TOWNSHIP 86, NORTH, RANGE 3, West of the 5th P.M., as shown in the PLAT OF SURVEY recorded in PLAT BOOK R, PAGE 49 (and in Document No. 2015-3560) of the Jones County, Iowa records, containing 1.39 acres, inclusive of 0.26 acre public highway.

The legal description of the First Property is as follows:

LOT 3 of B & L ADDITION TO JONES COUNTY, IOWA COMPRISED OF PARCEL A IN SECTION 35, TOWNSHIP 86, NORTH, RANGE 3 West of the 5th P.M., Jones County, Iowa

WHEREAS, the Parties agrees that a Well is located on City Property, (Hereinafter referred to as the “Well”), and

WHEREAS, the Parties agree that water is provided from the Well to both the City Property and the First Property, and

WHEREAS, The Parties agree that it is necessary and appropriate to enter into a Well and Water Use Agreement to make clear the rights and responsibilities of the Parties regarding the shared use of the Well, and

WHEREAS, The Parties agree that due to the changed circumstances tied to the recent purchase of City Property by the City of Monticello, that the “Joint Use Well and Water Agreement” dated August 9, 2019, filed of record on August 12, 2019 as Jones County Recorder Document #2019-2221 and amended as disclosed by the re-recorded “Joint Use Well and Water Agreement - Amended” dated September 20, 2019 and filed of record on October 11, 2019 as Jones County Recorded Document #2019-2807, should be rescinded and replaced with this Agreement.

NOW THEREFORE, in furtherance of the above and foregoing, the Parties do hereby agree as follows:

1. From the execution of this Agreement forward, First shall be the owner of the Well located on City Property.
2. City hereby grants First an easement across that portion of City Property for the installation, maintenance, repair and replacement of a water service line from the Well to the First Property. All expense of the First service line shall be the responsibility of First. Any damage caused by First to install, maintain, repair and replace the First service line shall be remedied by First at First’ expense, returning the property of City to as good a condition as existed prior to said activities. City agrees to not place any structures or to make any permanent plantings above any area needed by First to exercise the easement rights granted herein.
3. City shall be solely responsible for the installation, maintenance, repair and replacement of any water service lines from the Well serving the City Property at City expense.
4. The pressure tank, electric components and all necessary appurtenances, and electricity necessary to furnish to operate the Well and any related infrastructure to City and First Property shall be located and maintained on the First Property, and First shall be solely responsible for the care, maintenance, repair and replacement of the pressure tank.
5. City Property and First Property shall each be entitled to water from the Well upon and subject to the following terms and conditions:
 - a. All costs of construction, installation, repair, maintenance or treatment to the Well and any related infrastructure shall be the sole responsibility of First.
 - b. If the Well System fails at any point, and is deemed to be non-repairable, this Agreement shall automatically terminate.
 - i. Upon a determination that the Well System has failed, it shall be abandoned in accordance with then existing and applicable local and state regulations at the sole cost of First.
 - c. The Parties agree that neither Party shall be liable to the other for any failure to provide water from the Well to the other, absent reckless or intentional acts of a Party resulting in said failure, or negligent failure to maintain the Well and/or related infrastructure by First.

- d. The Parties further agree that neither is making any representation to the other regarding the quality of the water or safety of the water for drinking purposes. The Parties acknowledge their individual responsibility to take such steps deemed necessary and appropriate by each Party to determine the quality and safety of the Water produced by the Well. However, the Parties agree to not do anything that may negatively impair the safety and quality of the water being produced by the Well for consumption. The Parties further agree, that in the event of any action, accidental or otherwise of either Party, that may negatively impact the safety or quality of the Water, to notify the other Party and to have the Water tested at the expense of the Party causing or creating the need for the testing, with the results to be promptly obtained and shared with the other Party.
6. The Parties agree that neither Party shall have the right to assign any of their rights for the use of the water produced by the Well to any other entity or business not located on either City Property or First Property.
7. This Agreement shall be deemed to be a covenant running with the land and shall be binding upon the Parties, their successors in interest, heirs, and assigns.
8. This Agreement shall supersede and replace any prior or oral agreements regarding the Well, and related infrastructure.
9. The Parties agree that this Agreement will terminate upon the occurrence of one of the following events:
 - a. First drilling a well on First Property.
 - b. By Mutual Agreement of the Parties.
 - c. In accordance with Paragraph 5(b) above.
10. The Parties agree that all City obligations as set forth above, shall terminate and be of no further force and effect upon the City permanently choosing to no longer draw water from the Well. In that event, City will provide First at least thirty (30) days' prior notice of the intent of the City to terminate any and all future use of Water from the Well System. In the event of such cessation of use by City, the Parties agree as follows:
 - a. First will continue to have permanent access to the Well to draw water from the Well to serve the First Property.
 - b. First's rights shall terminate upon the failure of the Well. If the Parties cannot agree upon whether the Well System is non-repairable, after communication between the Parties with an effort made to reach mutual agreement, the decision on whether the Well System is non-repairable will rest solely within the discretion of City.
 - i. Upon a determination that the Well System has failed, it shall be abandoned in accordance with then existing and applicable local and state regulations at the sole cost of First.
11. **Consideration.** The Parties acknowledge, by the execution hereof, the receipt of adequate and valuable consideration from one another. City and First agree that City will pay First \$100.00 per month for water usage at City Property unless and until City terminates its' use of the Well, by informing First and disconnecting any service lines from the well to City Property, after which the City shall have no further obligation to pay the above-referenced monthly fee.

12. **Amendment, Modification and Waiver.** Changes, amendments, modifications, or waivers of any condition, provision, or term in this Agreement shall not be valid or of any effect unless made in writing, signed by Parties and/or their successors and assigns, and specifying with particularity the extent and nature of such amendment, modification, or waiver.
13. **Approval by the City.** This Agreement shall not be binding upon Grantor or Grantee until it has received the final approval and acceptance by Resolution of the Monticello City Council.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or discussions between the parties, which are merged herewith, with respect to the subject matter hereof.
15. **Governing Law / Jurisdiction.** This Agreement shall be governed by Iowa law with jurisdiction of any disputed claim resting with the Jones County District Court.
16. **Construction.** Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context. The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement. This Agreement shall be considered to have been jointly drafted by the Parties.
17. **Captions.** The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement.
18. **Acknowledgement.** The Parties, by signing this Agreement, acknowledge having carefully read the same, having had an opportunity to consult with counsel concerning the legal effect of this Agreement and its various terms and conditions, and have signed the Agreement voluntarily and without duress or coercion.

City and First do HEREBY COVENANT with the other that they hold the Property set forth herein by title in fee simple and that each have good and lawful authority to enter into this Agreement.

IN WITNESS WHEREOF I have hereunto affixed my hand this _____ day of _____, 2023.

By: _____
Michael L. First

By: _____
Lisa M. First

STATE OF IOWA)
) §
COUNTY OF JONES)

This instrument was acknowledged before me on this ___ day of _____, 2023, by Michael L. First and Lisa M. First, known to me to be the identical persons named herein, who swore and affirmed that they executed same voluntarily as an expression of their voluntary act and deed.

Notary Public in and for said State of Iowa

IN WITNESS WHEREOF I have hereunto affixed my hand this _____ day of _____, 2023.

By _____
_____, Mayor

STATE OF IOWA)
) §
COUNTY OF JONES)

This instrument was acknowledged before me on this ___ day of _____, 2023, by _____ and Sally Hinrichsen, Mayor and City Clerk, respectively, for the City of Monticello, Iowa, known to me to be the identical persons named herein, who swore and affirmed that they executed same at the direction and authority of the City Council as an expression of their voluntary act and deed and the voluntary act and deed of the City Council.

Notary Public, State of Iowa



LEASE – RESIDENTIAL GARAGE SPACE

THIS LEASE, made and entered into this by and between City of Monticello, Iowa ("Landlord"), whose address, for the purpose of this lease, is 200 E. 1st Street, Monticello, IA 52310 and Michael L. First and Lisa M. First ("Tenant"), whose address for the purpose of this lease is 14242 190th Street, Monticello, IA 52310.

The parties agree as follows:

- 1. PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Jones County, Iowa:

Accessory Detached Garage located on the following described property, with necessary access across said following described property to access Garage:

LOT 2 of B & L ADDITION TO JONES COUNTY, IOWA (formerly a part of Parcel A) in the SW¹/₄ SE¹/₄ of SECTION 35, TOWNSHIP 86, NORTH, RANGE 3, West of the 5th P.M., as shown in the PLAT OF SURVEY recorded in PLAT BOOK R, PAGE 49 (and in Document No. 2015-3560) of the Jones County, Iowa records, containing 1.39 acres, inclusive of 0.26 acre public highway.

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term of five (5) years beginning on _____, and ending on _____, upon the condition that Tenant performs as provided in this lease.

The above referenced five (5) year term shall automatically renew for additional one (1) year terms absent written notice of termination from one party to the other at least ninety (90) days prior to the end of the then current term. The Parties acknowledge that it is contemplated that the periodic rental rate shall be revisited at our about the end of the initial five (5) year term.

- 2. RENT.** Tenant agrees to pay Landlord as rent \$100.00 per month, in advance commencing on _____, and on the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 5% per annum. The Parties agree, however, that so long as the Shared Well and Water Use Agreement, entered into by the Parties as a separate agreement, remains in place, where City agreed to pay First \$100.00 per month for water and well service to City Property, that First will not pay rent to City under this Agreement with First's obligation to pay rent being offset by City's obligation to pay for water and well service to City Property. At such time as City (Landlord herein) no longer has an obligation to pay for water or well service under the

aforementioned agreement, First shall be obligated to make regular monthly rental payments to Landlord consistent with the terms hereof.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.
4. **USE.** Tenant shall use the premises only for Storage of personal property of Tenant.
5. **CARE AND MAINTENANCE.**
 - A. Tenant takes the premises as is, except as herein provided.
 - B. Should the Garage, in the opinion of Tenant, need repairs, Tenant and Landlord will meet to discuss the repairs proposed as necessary, or desired. Landlord, in its sole discretion may decide whether or not to make any repairs to the Garage, or to allow Tenant at Tenant's expense to make any repairs to the Garage during any lease term. Should Landlord not agree to make requested repairs nor to allow Tenant to make requested repairs, at Tenant's expense, Tenant may terminate this Lease Agreement upon thirty (30) days written notice to Landlord.
 - C. Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements agreed to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises agreed to by Landlord, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Unless otherwise provided, and if the premises include the ground floor, Tenant agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises.
6. **UTILITIES AND SERVICES.** Tenant shall also pay for any and all utilities serving the garage. Tenant may decide which utilities are desired in the Tenant's sole discretion. **Landlord will not be furnishing or covering the expense of any utilities.** Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.
7. **SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.
8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord.
9. **INSURANCE.**
 - A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

- B. LIABILITY INSURANCE.** Tenant shall provide liability coverage for premises, whether under Tenant's homeowner's policy or other general liability insurance and shall provide proof of same to Landlord. This policy shall be endorsed to include the Landlord as an additional insured.
- 10. LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.
- 11. INDEMNITY** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
- 12. DAMAGE.** In the event of damage to the premises, so that Tenant is unable to use the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other **within thirty (30) days** after such notice; and both parties shall thereafter be released from all future obligations hereunder.
- 13. MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.
- 14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

- A.** Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to use the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankrupt; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

- B.** Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

- C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.
- 15. SIGNS.** Landlord, during the last sixty (60) days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.
- 16. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.
- 17. PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
- 18. CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
- 19. ADDITIONAL PROVISIONS.**
- a. To be effective and enforceable, this lease must be approved by the Monticello City Council after scheduling and holding a Public Hearing.

IN WITNESS WHEREOF we have hereunto affixed our hand this _____ day of _____, 2023.

By: _____
Michael L. First

By: _____
Lisa M. First

STATE OF IOWA)
) §
COUNTY OF JONES)

This instrument was acknowledged before me on this ___ day of _____, 2023, by Michael L. First and Lisa M. First, known to me to be the identical persons named herein, who swore and affirmed that they executed same voluntarily as an expression of their voluntary act and deed.

Notary Public in and for said State of Iowa

IN WITNESS WHEREOF I have hereunto affixed my hand this _____ day of _____, 2023.

By _____
_____, Mayor

STATE OF IOWA)
) §
COUNTY OF JONES)

This instrument was acknowledged before me on this ___ day of _____, 2023, by _____ and Sally Hinrichsen, Mayor and City Clerk, respectively, for the City of Monticello, Iowa, known to me to be the identical persons named herein, who swore and affirmed that they executed same at the direction and authority of the City Council as an expression of their voluntary act and deed and the voluntary act and deed of the City Council.

Notary Public, State of Iowa

The City of Monticello, Iowa

RESOLUTION #2023-___

Scheduling Public Hearing on proposed Lease Agreement and Shared Well Agreement pertaining to property at 14432 190th Street for December 4, 2023 at 6:00 p.m.

WHEREAS, the procedures set forth in Iowa Code require Council to set a public hearing before entering into a lease for a term greater than three years, and

WHEREAS, the City is purchasing a property that has a shared well agreement which contains provisions for leasing a portion of the real estate for greater than 3 years, therefore requiring a public hearing to allow public input before considering the approval of the lease, with notice of the Public Hearing to be published in the Monticello Express in advance thereof consistent with the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby schedule a Public Hearing on the proposed lease and shared well agreement pertaining to property at 14432 190th Street for December 4, 2023 at 6:00 p.m. and directs that notice of said public hearing 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 of the City of Monticello, Iowa to be affixed hereto. Done this 20th day of November, 2023.

Dave Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 11/16/2023
Preparer: Russell Farnum



Agenda Item: # 5
Agenda Date: 11/20/2023

Communication Page

Agenda Items Description: Amendment to Professional Services Agreement between City of Monticello and Snyder & Associates related to Wastewater Treatment Plant Facility

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution
Amendment to Agreement

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

Synopsis: This amendment covers the additional services for re-bidding the WWTF project and adding inspection services to cover the extended construction timeframe that was granted contractors in order to create a more beneficial bidding scenario.

A condition of USDA financing is that a resident inspector representing the City be on-site daily for the supervision of construction. Since the construction timeframe was extended from 730 days to 915 days, this amendment will cover the additional staffing for that timeframe.

The additional engineering contract cost is \$49,300 lump-sum for the additional contract administration (for amending and re-bidding the project) and estimated \$150,000 for the additional on-site inspection time (“resident project representative”).

Recommendation: Approval is recommended.

The City of Monticello, Iowa

RESOLUTION

To approve Amendment Professional Services Agreement
between City of Monticello and Snyder & Associates related
to Wastewater Treatment Plant Facility

WHEREAS, The City Council previously entered into an agreement to hire Snyder and Associates to design the Wastewater Treatment Plant Facility, and

WHEREAS, Since entering that agreement, the City has decided to use USDA funding for the project, which required extra documents. The first contract amendment was to change Snyder & Associates professional services agreement for design and construction services to the USDA-required EICDC documents, as well as adding some additional scope and fees, and

WHEREAS, The bids came in higher than expected and were rejected and bid documents were changed, which required extra documents. This contract amendment is adjusting Snyder & Associates professional services agreement for re-design and construction services, as well as adding some additional scope and fees, and

WHEREAS, Snyder has proposed an amendment to the previously approved Engineering Services Agreement and the Council finds that same should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Amendment to Snyder and Associates Wastewater Treatment Plant Facility project, providing for design and construction observation and supervision.

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 20th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **November 16, 2020**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: 12/5/2023 .

Background Data

Effective Date of Owner-Engineer Agreement: November 16, 2020

Owner: City of Monticello

Engineer: Snyder and Associates, Inc.

Project: Wastewater Treatment Plant Improvements

Nature of Amendment:

 X Additional Services to be performed by Engineer

 X Modifications of payment to Engineer

 X Modifications to time(s) for rendering services

Description of Modifications:

Due to the nature of the lead times for equipment, the completion date of the project was extended to provide the contractor with enough time to complete the work once materials and equipment have been procured. The completion time for construction was increased from 730 days to 915 days. This amendment is to increase the fees for Construction Administration and for Resident Project Representative for the additional time. We are requesting the following increases for each phase: Construction Administration Phase \$49,300 Lump Sum; Resident Project Representative \$150,000 Estimated Maximum – Standard Hourly Rates Method of Payment (EJCDC Exhibit C – RPR-2)

Agreement Summary:

Original agreement amount:	\$ <u>580,000</u>
Net change for prior amendments:	\$ <u>1,100,000</u>
This amendment amount:	\$ <u>199,300</u>
Adjusted Agreement amount:	\$ <u>1,879,300</u>

Change in time for services (days or date, as applicable): 185

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print name: _____

By: Lindsay Beaman
Print name: Lindsay Beaman, P.E.

Title: _____

Title: Business Unit Leader

Date Signed: _____

Date Signed: November 8, 2023

City Council Meeting
Prep. Date: 11/15/2023
Preparer: Russell Farnum



Agenda Item: # 6
Agenda Date: 11/20/2023

Communication Page

Agenda Items Description: Approving internal loan from various City Funds to Capital Improvement fund

<u>Type of Action Requested:</u> Resolution					
<u>Attachments & Enclosures:</u> Resolution	<u>Fiscal Impact:</u> Budget Line Item: <table border="1"><tr><td> </td></tr></table> Budget Summary: <table border="1"><tr><td> </td></tr></table> Expenditure: <table border="1"><tr><td> </td></tr></table> Revenue: <table border="1"><tr><td> </td></tr></table>				

Synopsis: The City Council directed staff to purchase portions of the Rowland Trust property and the home on 190th Street for future airport use. These purchases are eligible for 90% reimbursement (of the purchase price and expenses) through FAA funding for airport improvements. However, that money is not readily available and has to be drawn down in future years.

The solution is to arrange an internal loan from other cash in City funds, to purchase the property with cash we have on hand now, which will be paid back later, with interest, by the FAA reimbursements.

This Resolution documents that loan for both auditing and FAA proof requirements.

Background: The Airport has future expansion plans outlined in the Airport Layout Plan, which includes extensions of the north/south (15/33) and east/west (9/27) runways. These projects, while in the future, both require additional land to be purchased. The two properties, the Rowland Trust farm and the home at 190th Street, both came up for willing sale by the owners, and were offered directly to the City.

The Rowland Trust property is being purchased in two parcels; a 100' wide strip that assures access to the north end of the property, being almost 15 acres total with a purchase price of \$176,254.68. The City also got a REAP grant to help pay for this acquisition for a future trail, in the amount of \$75,000, leaving the City balance at \$101,254.68.

The larger Rowland Trust parcel is 47.3 acres with a total purchase price of \$556,531.80; and the 190th Street home is \$425,000. In total, the loan will be in the amount of \$1,132,786.48 for the purchase of the properties, plus legal, closing costs, and other expenses, which is why the amount is set at not greater than \$1,200,000.

This money will be paid back within 10 years by a combination of FAA funding at 90% reimbursement, and lease revenues generated by the property through ag leases and renting the home. The net cost to the City for purchasing these properties will be less than \$115,000.

Recommendation: Approval is recommended.

The City of Monticello, Iowa

RESOLUTION

Approving internal loan from various City Funds to Capital Improvement fund

WHEREAS, Council directed staff to negotiate with Rowland Family Trust and Mike & Emily Kraus to purchase the properties for future airport expansion and agreed to doing internal loans to cover cost until reimbursed with AIP funding, and

WHEREAS, From a bookkeeping and accounting standpoint, it is necessary to transfer money to the Capital Improvement fund to zero them out at the end of each the fiscal year with an amount not to exceed \$1,220,000 to be transferred to the Capital Improvement fund. said transfers to be made from General Fund Cash Reserves, Slavka Gerhet Trust, Customer Deposits fund, Water Operating fund and Sewer Operating fund, with those funds to pay back as soon as possible, anticipating the repayment of the loans to the funds over the course of not more than ten years, from the Airport fund, AIP grant funding and/or other FAA or Iowa DOT sources, and

WHEREAS, Airport Fund will transfer up to \$100,000 to the Capital Improvement fund to cover the costs of these purchases. Once all other funds have been paid back in full, any remaining funds will reimburse the Airport fund, and

WHEREAS, The Council finds the loans to be appropriate and in the best interests of the City and further finds that the loans should be repaid to the funds listed above with 4% interest or the same interest rate as the City receives from the sweep account saving each month, whichever is higher.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve internal loans as explained above, to the Capital Improvement from the funds listed above, with the amount from each fund to be determined and the end of the Fiscal Year 2024, in the amounts not to exceed \$1,214,286.48. These funds to be paid back over the course of not more than ten years. The City Clerk/Treasurer is directed to account for and oversee the repayment of these loans.

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 20th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 11/15/2023
Preparer: Russell Farnum



Agenda Item: # 7
Agenda Date: 11/20/2023

Communication Page

Agenda Items Description: State and Local Fiscal Recovery Funds (“SLFRF” - American Rescue Plan Act post-COVID recovery funding)

Type of Action Requested: Approval of Allocation of ARPA/SLFRF Funding

Attachments & Enclosures:

Resolution

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

Synopsis: In 2020 the US Congress passed post-COVID fiscal recovery funding through the “SLFRF” State and Local Fiscal Recovery Funds program.

Monticello was granted a total of \$580,149.03. Council originally earmarked that toward the wastewater treatment facility, but with the USDA financing we could not co-mingle federal funding sources.

The funding must be allocated by Dec. 31, 2024, and spent by Dec. 31, 2026. To clear up the bookwork it seems easiest to allocate the funds to some projects that are eligible, and reimburse the general fund for those expenditures.

That will still leave \$580,149.03 surplus in the general fund which can be used for other purposes without restriction.

Recommendation: Approval of the attached Resolution is recommended.

RESOLUTION

**RESOLUTION APPROVING AMERICAN RESCUE
PLAN ACT (ARPA) ALLOCATION**

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the public health and economic impacts of the COVID-19 public health emergency; and

WHEREAS, ARPA created the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) that provided direct funding to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency; and

WHEREAS, the City of Monticello has accepted an allocation of SLFRF in the amount of \$580,149.03, payable in two tranches; and

WHEREAS, the City of Monticello is in receipt of both tranches in the amount of \$580,149.03; and

WHEREAS, SLFRF provides needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency; and

WHEREAS, Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund “government services.”; and

WHEREAS, Recipients may elect a “standard allowance” of \$10 million to spend on government services through the period of performance; and

WHEREAS, All recipients may elect to use this standard allowance instead of calculating lost revenue using the formula provided by the U.S. Department of the Treasury, including those with total allocations of \$10 million or less; and

WHEREAS, the City of Monticello has the need to fund government services while in the recovery phase of the COVID-19 pandemic.

NOW, THEREFORE IT BE RESOLVED, the City Council of the City of Monticello, Iowa, authorize the following:

Section 1. The following allocation of ARPA funding to fund government services under the replacing lost public sector revenue spending category as follows:

Park Improvement	\$30,000.00
Fraser Farm trail	\$101,254.68
General Fund (including Fire, Ambulance,	

Library, Trees Forever and Berndes Center

up to \$580,149.03

Total

\$580,149.03

Passed and Adopted by the City Council of the City of Monticello, Iowa on the 20th day of November, 2023.

David Goedken, Mayor

ATTEST:

Sally Hinrichsen, City Clerk/Treasurer

Communication Page

Agenda Items Description: Purchase of a GEHL ALT950 loader

<u>Type of Action Requested:</u> Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session													
<u>Attachments & Enclosures:</u> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;">Gehl ALT950 Brochure and Pictures</td></tr> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;"> </td></tr> </table>		Gehl ALT950 Brochure and Pictures			<u>Fiscal Impact:</u> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 60%;">Budget Line Item:</td><td style="width: 40%;"> </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:	
Gehl ALT950 Brochure and Pictures													
Budget Line Item:													
Budget Summary:													
Expenditure:													
Revenue:													

Synopsis: Public Works has a 2018 New Holland backhoe that is used on a daily basis. We would like to replace the backhoe with a new 2023 Gehl ALT950 telescopic articulated loader. This machine is a replacement for the backhoe that will work much better for what we need to do.

Background Information: Traditionally we have always had a backhoe, but rarely use the backhoe attachment as a mini excavator is more maneuverable and with smaller buckets for digging around the many other utilities that are in the ground now. The bucket on our backhoe is not a quick-attach, which means to change to a different bucket requires driving out the pins and can take hours of time.

For water and sewer breaks, most commonly the plumber assisting with the break brings their own equipment. We can rent a mini-hoe hourly for the rare times we need it, at a much more practical price than owning and maintaining that piece of equipment.

That means the backhoe is basically a loader only at this point to us, which is used to load salt into salt trucks, and most often used to push piles up at the yard waste site. When running at the yard waste site, a lot of dust and debris gets in between the radiators in the front of the backhoe. This causes several problems but the biggest one is overheating due to the air not being able to move through the radiators.

We typically use a combination of a homemade air nozzle that we made to fit in between radiators and a hose/pressure washer to get the debris out. Eventually, even with cleaning between them, the fins of the radiator get plugged and we must take the front end of the backhoe apart and clean each radiator. This generally takes us anywhere from 1 1/2hrs to a day or two depending on how plugged it is.

The wheel loader would do everything that we currently do with the backhoe and more. The boom on the loader telescopes so we would be able to push piles up more and keep them from spreading out. The engine is in the rear so we would not have to worry as much about plugging the radiator. It has a

bigger motor, better hydraulics, and can lift more so moving the larger logs around would not put as much stress on the machine like it does with the skid loader and backhoe.

The wheel loader has hydraulic fittings plumbed to the front so we can put a multitude of attachments on it. For instance, if we put a grapple on front, we could use it for removing logs from the yards when we take them down and would not have to get up into the yards as much. We could use the loader to load snow piles from cul-de-sacs and parking lots. We currently use a skid loader to do these and it takes forever and puts a lot of wear on the tires with all the spinning around to load the trucks. Having a loader that articulates (machine that bends in the middle) would take care of a lot of that. It could also be used to clean the City parking lots and cul-de-sacs much more efficiently. The loader travels faster so going from spot to spot would be quicker and overall reduce the time it takes to get them cleaned.

It would also be a lot faster to get sand and salt stockpiled in the shop and the salt trucks loaded in the winter. A longer boom and larger loader bucket will make loading quicker and safer.

The loader could also run a snowblower if we chose to go down that road in the future and get away from using our current snowblower with a leased tractor. That would require an upgrade to the snowblower that we are not ready to do yet.

The numbers that we were given for this deal are as follows:

\$193,179.00
-\$53,124.00 (Government discount)
= \$140,055.00 (Our price)
-\$70,000.00 (Backhoe trade)
=\$70,055.00 (Final price)

We can use cash from the sale of snowblower tractor and use sanitation money to pay the balance beings of how much we use the loader at the yard waste site. If Council wants, we can finance a small amount through GEHL, and make payments like we did for the tractor. If we finance, this purchase will need to come back to Council for a public hearing, but I can adjust lines in my budget to make the payment so no extra money is needed.

Staff Recommendation: We recommend the approval of purchasing a GEHL ALT950 with a trade-in of the 2018 New Holland backhoe.

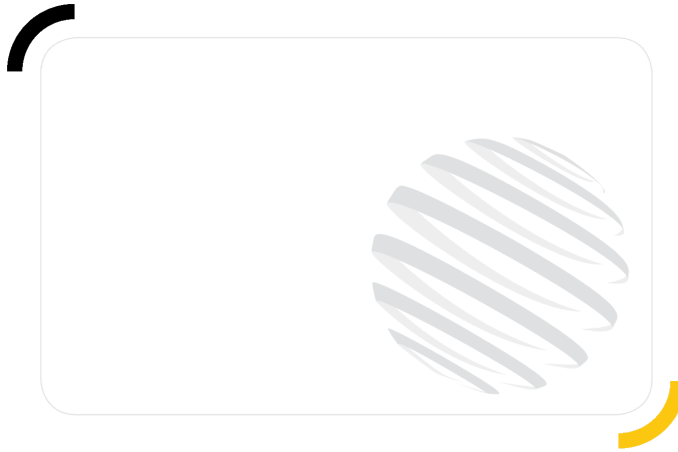
ALT950

AL/ALT



GEHL®

Capacities		Metric	Imperial
Static tipping load with forks (straight)		4978 kg	10975 lb
Static tipping load with forks (full turn)		4147 kg	9143 lb
Max. payload with forks as per EN 474-3 (80%)		3300 kg	7275 lb
Max. lifting height (below forks)	h3	5.20 m	17 ft 1 in
Max. outreach		3.30 m	10 ft 10 in
Reach at max. height		1.20 m	3 ft 11 in
Breakout force with bucket		6730 daN	6730 daN
Static tipping load with pallet forks - Straight with cab		4978 kg	10975 lb
Weight and dimensions			
Unladen weight (with forks)		8490 kg	18717 lb
Overall length to carriage (with hitch)	l11	5.72 m	18 ft 9 in
Wheelbase	y	2.50 m	8 ft 2 in
Overall height with cab	h17	2.70 m	8 ft 10 in
Tilt-up angle	a4	9 °	9 °
Tilt-down angle	a5	156 °	156 °
External turning radius (over tyres)	Wa1	4.20 m	13 ft 9 in
Articulation angle	a19	44 °	44 °
Overall width less bucket	b1	2.29 m	7 ft 6 in
Overall length - Less Bucket	l2	5.72 m	18 ft 9 in
Standard tires		Alliance - A580 - 460/70 R24 159A8	Alliance - A580 - 460/70 R24 159A8
Ground clearance	m4	0.39 m	1 ft 3 in
Performances			
Crowd		3.50 s	3.50 s
Dump		2.70 s	2.70 s
Engine			
Engine brand		Deutz	Deutz
Engine model		TCD 4.1 L4	TCD 4.1 L4
Engine norm		Tier 4	Tier 4
Number of cylinders / Capacity of cylinders		4 - 4038 cm ³	4 - 246 in ³
I.C. Engine power rating / Power (kW)		143 Hp / 105 kW	143 Hp / 105 kW
Max. torque / Engine rotation		550 Nm / 2300 rpm	406 ft/lbs / 2300 rpm
Engine cooling system		3 water radiators + air + hydraulic oil	3 water radiators + air + hydraulic oil
Transmission			
Transmission type		M-Varioshift	M-Varioshift
Max. travel speed (may vary according to applicable regulations)		40 km/h	25 mi/h
Travel speed (laden)		40 km/h	25 mi/h
Differential lock		Limited slip differential on front and rear axles	Limited slip differential on front and rear axles
Parking brake		Manual	Manual
Hydraulics			
Hydraulic pump type		Variable displacement pump	Variable displacement pump
Hydraulic flow - Pressure		158 l/min / 270 bar	42 US gpm / 3916 PSI
Tank capacities			
Hydraulic oil		150 l	40 US gal
Fuel tank		150 l	40 US gal
Diesel Exhaust fluid (AdBlue® type)		10 l	3 US gal
Noise and vibration			
Noise at driving position (LpA) tested following NF EN 12053 norm		72 dB	72 dB
Noise to environment (LwA)		107 dB	107 dB
Vibration to whole hand/arm		< 2.52 m/s ²	< 2.52 m/s ²
Miscellaneous			
Safety cab homologation		Cabin ROPS - FOPS Level 2	Cabin ROPS - FOPS Level 2



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The City of Monticello, Iowa

RESOLUTION

Approving Purchase of "2023 GEHL ALT950 loader" from Kromminga Motors

WHEREAS, The City of Monticello Public Works Department. has proposed the purchase of a GEHL ALT950 loader and has presented the Council with information about the proposed purchase, and

WHEREAS, The Public Works Department finds that the loader could be used by the City on various projects and tasks, and

WHEREAS, The proposed GEHL ALT950 loader can be purchased with Sanitation and Road Use funds as the primary uses are on the streets and at the landscape waste site, and

WHEREAS, the Public Works Department. estimates the life of the GEHL ALT950 loader to be approximately fifteen (15) years, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the purchase of a GEHL ALT950 loader from Kromminga Motors, with the trade in of the 2018 New Holland backhoe with a net purchase price of \$70,055 as proposed.

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 20th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 11/15/2023
Preparer: Sally Hinrichsen



Agenda Item: # 9
Agenda Date: 11/20/2022

Communication Page

Agenda Items Description: Resolution scheduling Public Hearing on the City of Monticello FY 2023/2024 Budget Amendments for December 18, 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 '2024 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.

Staff Recommendation: It is recommended that the Council approve the proposed resolution scheduling public hearing on the proposed FY '24 budget amendments for December 20, 2023 at 6:00 p.m.

The City of Monticello, Iowa

RESOLUTION

Scheduling Public Hearing on City of Monticello 2023/2024 Fiscal Year budget amendments for December 18, 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 2023/2024 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 18th day of December, 2023 at 6:00 P.M. in the City Council Chambers at the Mary Lovell LeVan Renaissance Center, 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 2023/2024 budget amendment for the 18th day of December, 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 20th day of November, 2023.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 11/15/2023
Preparer: Sally Hinrichsen



Agenda Item: # 10-18
Agenda Date: 11/20/2023

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:

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