## City of Monticello, Iowa

www.ci.monticello.ia.us

Posted on February 29, 2024 at 1:00 p.m. Monticello City Council Meeting March 4, 2024 at 6:00 p.m. Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

Mayor:	Wayne Peach	Staff:	
City Council:		City Administrator:	Russell Farnum
At Large:	Josh Brenneman	City Clerk/Treas.:	Sally Hinrichsen
At Large:	Scott Brighton	Police Chief:	Britt Smith
At Large:	Jake Ellwood	Library Director:	Faith Brehm
At Large:	Dave Goedken	Public Works Dir.:	Nick Kahler
At Large:	Candy Langerman	Water/Wastewater Sup.:	Jim Tjaden
At Large:	Mary Phelan	Park & Rec Director:	Jacob Oswald
		<b>Ambulance Director:</b>	Lori Lynch
		City Engineer:	Patrick Schwickerath

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

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

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

Approval of Council Mtg. Minutes	February	19, 2024
Approval of Council Mtg/Work Session Minutes	February	26, 2024
Approval of Payroll	February	22, 2024
Approval of Bill List		

### **Resolutions:**

- **1. Resolution** Extending the Maturity Date of the City's Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note
- **2. Resolution** approving contract and performance and/or payment bonds for the South Water Tower Repainting and Maintenance project

- **3. Resolution** Scheduling Public Hearing on City of Monticello Fiscal Year 2023/2024 budget amendments for March 18, 2024 at 6:00 p.m.
- **4. Resolution** To approve the hiring a Monticello Ambulance Full-Time Paramedic and setting wage

<u>Discussion and possible resolutions:</u> Compensation Committee findings/recommendations

- **5. Resolution** Adopting FY '25 Salary for the non-hourly employees
- **6. Resolution** Acknowledging Monticello Library Director and Library Staff wages for FY '25

### **Ordinance:**

**7. Ordinance** amending the Monticello Code of Ordinances, by adding a new paragraph pertaining to Street Grades

### **Motions:**

8. Motion accepting the "Give to Grow" local donation

### **Reports / Potential Actions:**

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

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

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: March 4, 2024 Council Meeting

Time: Mar 4, 2024 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/89152369406

Meeting ID: 891 5236 9406

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### One tap mobile

- +16465588656,,89152369406# US (New York)
- +16469313860,,89152369406# US

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### Dial by your location

- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +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)
- +1 689 278 1000 US

Meeting ID: 891 5236 9406

Find your local number: https://us02web.zoom.us/u/kbMnKCPpeS

Regular Council Meeting February 19, 2024, 6:00 P.M. Community Media Center

Mayor Wayne Peach called the meeting to order. Council present were: Josh Brenneman, Jake Ellwood, Dave Goedken, Candy Langerman, Mary Phelan and Scott Brighton. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Public Works Director Nick Kahler, Library Director Faith Brehm, Water/Wastewater Superintendent Jim Tjaden, Police Chief Britt Smith and City Engineer Colton Ingels. 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.

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

Kaileen Weaver, Jones County Tourism Director, introduced herself and she is looking forward to working with Monticello.

Brighton moved to approve the consent agenda; Ellwood seconded. Roll call was unanimous.

Langerman moved to approve Resolution #2024-35 to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the 2024 N. Chestnut Street Reconstruction Project, and the taking of bids therefor. Brighton seconded. Roll call was unanimous.

Brighton moved to approve Resolution #2024-36 to Approve the use of a Term Sheet in connection with the issuance of a Sewer Revenue Loan Agreement Anticipation Project Note, Series 2024. Brenneman seconded. Roll call was unanimous.

Council reviewed the bids for the water tower painting project, with base bid including one logo and the bid alternate including two logos. Low bidder was Tank Pro Inc with base bid of \$233,880.00 and Bid Alt#1 of \$3,500.00, for a total of \$237,380.00. Brighton moved to approve Resolution #2024-37 awarding contract for the South Water Tower Repainting and Maintenance Project, with bid alternate for a total of \$237,380.00. Ellwood seconded. Roll call was unanimous.

Farnum advised the geothermal unit in City Hall failed and received a proposal to replace the heat pump for the unit. Goedken moved to approve Resolution #2024-38 Approving proposal to replace Heat Pump (Geothermal Water Furnace) in City Hall. Brenneman seconded. Roll call was unanimous.

Farnum advised City is not required to record Developer Agreements. Theisen's financial institution was requesting it to be recorded. City Attorney memorialized the Developer's Agreement with Theisen's and City and Theisen's attorney reviewed the Memorandum of Agreement and approved it. Goedken moved to approve Resolution #2024-39 Authorizing Mayor to sign, and Clerk to attest and record, Memorandum of Agreement (and Affidavit) with Theisen's Real Estate LLC. Ellwood seconded. Roll call was unanimous.

Kevin Schmidt addressed the council regarding his high utility bill. He had a toilet in the basement that was running and he did not notice it. Clerk's Office contacted him regarding his high usage and had water turned off until his plumber could cap it. He requested a partial adjustment; however, he was aware all the water entered into the sanitary sewer system. Brighton moved to approve Resolution #2024-40 Rejecting the request of a credit against Kevin Schmidt's utility account for the property located at 615 W Sixth Street. Langerman seconded. Roll call was unanimous.

Jones County Economic Development Executive Director, Derek Lumsden stated that he has been researching and working on the housing issues in Jones County for the last several years. In 2021, Jones County Economic Development worked with Representative Ashley Hinson's office to get a Community Project Funding application through Congress. In 2022, Jones County Economic Development was awarded with a \$500,000 grant to fund low-to-moderate income housing across Jones County. The goal will be to focus on a variety of housing in Jones County, including: New single-family homes, new multi-family dwellings, upper story housing, Homes for Iowa program housing, developing clean lots, a buy-down agreement, hazardous clean-up, and more. The City of Monticello has used Tax Increment Financing in the past to incentivize housing development in the community. As part of the law around Tax Increment Financing, the City is required to have a certain percentage of money set aside into an LMI (low-to-moderate income) fund. This funding must be spent on affordable housing projects within the City. Jones County Economic Development is requesting a partnership with the City of Monticello where the City would transfer their existing LMI set aside funds to Jones County Economic Development's HUD Housing Fund. This money would allow Jones County Economic Development to target more opportunities for affordable housing in Monticello while working to draw down funds from the federal government. All Monticello LMI set aside funds would be used inside the city limits of Monticello. Goedken moved to authorize Jones County EDC to use Monticello's TIF Low/Mod Setaside for CDBG Rehab program in Monticello, Brighton seconded. Roll call was unanimous.

Peach went over the Life Cycles of an Organization.

Farnum stated he drafted the letter in opposition of SSB 3131 related to the Library. Tyler and Jayme Freye sent Council members an email and would like to have a work session on their proposed development, which will be on next week's work session, along with the budget amendments.

Brehm reviewed the activities happening at the Library the next few weeks.

Hinrichsen reported the FY 2023 audit should be released soon and will get to the council once it is.

Council took a short break before the work session on the FY 2024-2025 budget. No action was taken.

Regular Council Meeting February 19, 2024

Council had a short work session on the FY 2024-2025 budget, related to Water, Sewer, Public Works, Road Use and Sanitation. The full budget proposal will be at next week's work session. Brighton moved to approve Resolution #2024-41 Setting Time and Place for a Public Hearing for the Purpose of Considering the Consolidated General Fund Tax Levy for the City's Fiscal Year 2024-2025 Budget. The Hearing was set for April 1, 2024 at 5:30 P.M. Langerman seconded. Roll call was unanimous.

Smith did a short Security/Emergency Training with staff and Council.

Brenneman moved to adjourn the meeting at 7:	:55 P.M.	
	Wayne Peach, Mayor	
Sally Hinrichsen, City Clerk/Treasurer		

Special Council Meeting/Work Session February 26, 2024, 6:00 P.M. Community Media Center

Mayor Wayne Peach called the meeting to order. Council present were: Josh Brenneman, Jake Ellwood, Dave Goedken, Candy Langerman, Scott Brighton and Mary Phelan. Also, present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Library Director Faith Brehm, Park & Rec Director Jacob Oswald, Public Works Director Nick Kahler, Water/Wastewater Superintendent Jim Tjaden, and Police Chief Britt Smith.

Brenneman moved to approve the agenda, switching discussion order of the wages committee work session to proceed 2024-2025 budget work session. Langerman seconded, roll call was unanimous.

Farnum reported he was working with Tyler Freye and Roger Stephen to provide sanitary sewer to the Freye proposed vet clinic. The proposal was to annex a portion of the Stephen property, including the Freye proposed lot, and create an Urban Renewal district to provide TIF funding to either pay for, or reimburse, the cost of extending the sewer. Due to the way the process of annexation and creation of an Urban Renewal District (for TIF funding) is required to proceed, there was not a way that the City could have the sewer in place to accommodate Freye's aggressive construction schedule, with construction starting in March and leading to opening the business in the fall. Tyler Freye, 960 Valley Drive, stated they would annex in 19 acres of Roger Stephens' property and his lot. This would be an opportunity for City to work with Roger Stephen to develop this area. Freye was looking for a timeline, for City to extend the sewer or if the City intends to extend the sewer. Freye has options for his septic system, to considered, based on what the council sets for a time line. Freye stated Farnum had talked to City consultant and they had no concerns on them connecting to the City sewer system. Farnum stated Freye vet clinic would be no where near the flow that would require a pretreatment agreement. Farnum reviewed possible options to extend the sewer. Consensus of the Council was to have Farnum work on possible options to support the extension of sewer and to proceed with the project.

Farnum reported the Compensation Committee discussed wages and recommended a 6 1/2 % across the Board for non-hourly staff, which is built into the budget. Phelan stated she was on the committee and wanted to amend her decision to 4%. After much discussion, consensus of Council was to place this on the next agenda for discussion, along with the acknowledgement of Library staff wages.

Farnum reviewed the proposed tax rate and how that would affect property owners, with the HF718 changes from 2023. Hinrichsen handed out a draft copy of the new School, County and City Budget Year Statement to Owners and Taxpayers that the County Auditor is required to mail by Iowa Code 24.2A. Consensus was to proceed with the budget as presented. This notice will not include all levy authorities in Jones County. Council previously set this hearing for April 1, 2024 at 5:30 PM.

Special Council Meeting/Work S	ession
February 26, 2024	

Council held a budget work session for amendment #1 for FY 2023-2024 budget. After review of the proposed amendments, consensus was to proceed with March 18<sup>th</sup> for hearing date and they will officially set that date at next meeting.

Ellwood moved to adjourn the meeting at 7:55 P.M.

Wayne Peach,	Mayor	
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Sally Hinrichsen, City Clerk/Treasurer

# PAYROLL - FEBRUARY 22, 2024

0 <b>DEPARTMENT</b>	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	-	NET PAY
AMBULANCE	February 5 - 18, 2024					
Chris Bell	\$ 80.00	\$ -	0.00	0.00	\$	68.91
Brian Bronemann	640.00	-	0.00	0.00		549.60
Jamie Coleman	2,555.88	523.88	0.00	30.38		1,971.05
Triniti Etzel	80.00	-	0.00	0.00		38.85
Jordan Fullerton	558.80	-	0.00	0.00		481.35
Mason Hanson	1,108.80	-	0.00	0.00		847.74
Ron Herman, Jr.	112.00	-	0.00	0.00		96.40
Sam Hunt	288.00	-	0.00	0.00		247.84
Jayna Koffron	1,792.00	-	0.00	45.75		1,363.54
Lori Lynch	3,173.85	-	0.00	0.00		2,134.76
Coletta Matson	2,112.00	-	0.00	36.00		1,414.49
Chloe Mogensen	310.20	-	0.00	0.00		186.19
Mandy Norton	224.00	-	0.00	0.00		192.95
Shannon Poe	247.70	-	0.00	0.00		203.21
Daniel Poirier	495.30	-	0.00	0.00		426.65
Reggie Welter	1,086.00	-	0.00	0.00		867.59
Curtis Wyman	1,872.00	 	6.75	189.00		1,295.05
TOTAL AMBULANCE	\$ 16,736.53	\$ 523.88	6.75	301.13	\$	12,386.17
CEMETERY	February 5 - 18, 2024					
Dan McDonald	\$ 2,022.53 \$ 2,022.53	\$ 55.33	0.00	0.00	\$	1,492.81
TOTAL CEMETERY	\$ 2,022.53	\$ 55.33	0.00	0.00	\$	1,492.81
CITY HALL	February 5 - 18, 2024					
Cheryl Clark	\$ 2,092.00	\$ -	0.00	40.50	\$	1,438.25
Russ Farnum	3,961.54	-	0.00	0.00		2,568.76
Sally Hinrichsen	3,044.31	-	0.00	0.00		1,858.63
Nanci Tuel	1,840.81	 	0.00	0.00		1,315.99
TOTAL CITY HALL	\$ 10,938.66	\$ -	0.00	40.50	\$	7,181.63
COUNCIL / MAYOR						
Josh Brenneman	\$ 300.00	\$ -	0.00	0.00	\$	276.78
Scott Brighton	300.00	-	0.00	0.00		276.78
Jacob Ellwood	300.00	-	0.00	0.00		277.05
Dave Goedken	300.00	-	0.00	0.00		276.78
Candy Langerman	300.00	-	0.00	0.00		277.05
Wayne Peach	500.00	-	0.00	0.00		421.75
Mary Phelan	300.00		0.00	0.00		277.05
TOTAL COUNCIL / MAYOR	\$ 2,300.00	\$ -	0.00	0.00	\$	2,083.24
LIBRARY	February 5 - 18, 2024					
Faith Brehm	\$ 1,680.00	\$ -	0.00	0.00	\$	1,284.55
Molli Hunter	1,243.20	-	0.00	0.00		987.78
Penny Schmit	1,476.01	-	0.00	0.00		1,036.89
TOTAL LIBRARY	\$ 4,399.21	\$ -	0.00	0.00	\$	3,309.22
MBC	February 5 - 18, 2024					
Grace Dupuy	\$ 1,576.92	\$ -	0.00	0.00	\$	1,212.70
Jacob Oswald	2,413.27	 	0.00	0.00		1,830.60

<b>PAYROLL - F</b>	EBRUA	RY 22	. 2024
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0 DEPARTMENT	G	ROSS PAY	(	OT PAY	COMP HRS. ACCRUED	COMP TOTAL		NET PAY
TOTAL MBC	\$	3,990.19	\$	-	0.00	0.00	\$	3,043.30
POLICE	Febru	ary 5 - 18, 2024						
Zach Buehler	\$	321.10	\$	_	0.00	0.00	\$	276.59
Dawn Graver		2,783.20	•	_	0.00	0.00		2,030.05
Erik Honda		2,905.94		-	9.00	34.50		2,176.31
Jordan Koos		3,693.34		51.06	0.00	42.00		2,622.52
Cole Millard		1,952.00		_	0.00	0.00		1,207.34
Britt Smith		3,393.62		_	0.00	0.00		2,486.05
Madonna Staner		1,679.20		-	0.00	0.00		1,300.76
Brian Tate		3,090.36		-	0.00	40.00		2,232.77
TOTAL POLICE	\$	19,818.76	\$	51.06	9.00	116.50	\$	14,332.39
ROAD USE	Febru	ary 5 - 18, 2024						
Zeb Bowser	\$	1,927.20	\$	-	0.00	32.50	\$	1,472.09
Jacob Gravel		1,927.20		-	0.00	54.00		1,423.05
Nick Kahler		2,457.46		-	0.00	0.00		1,760.05
Jasper Scott		1,927.20		-	0.00	0.00		1,449.86
TOTAL ROAD USE	\$	8,239.06	\$	-	0.00	86.50	\$	6,105.05
SEWER	Febru	ary 3 - 16, 2024						
Jim Tjaden	\$	2,791.54	\$	-	0.00	0.00	\$	2,046.20
TOTAL SEWER	\$	2,791.54	\$	-	0.00	0.00	\$	2,046.20
WATER	Febru	ary 3 - 16, 2024						
Scott Hagen	\$	1,987.20	\$	_	3.75	35.50	\$	1,571.22
Josh Willms	•	1,987.20		-	3.75	54.00	•	1,268.74
TOTAL WATER	\$	3,974.40	\$	-	7.50	89.50	\$	2,839.96
TOTAL - ALL DEPTS.	\$	75,210.88	\$	630.27	23.25	634.13	\$	54,819.97

VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total	CHECK CHECK# DATE
SHRED-MASTER .		300.00 125.00 214.50 88.60 50.00		
110	POLICE DEPARTMENT TOTAL	778.10	-	
STREET LIGHTS ALLIANT ENERGY-IES	E 1ST STREETLIGHTS	4,991.59	_	
230	STREET LIGHTS TOTAL	4,991.59		
	CEMETERY EQUIP REPAIR/MAINT	7.18 7.18	-	
ATTORNEY LYNCH DALLAS, P.C.	ATTORNEY FEES ATTORNEY TOTAL	950.50  950.50	-	
CITY HALL/GENERAL BLDGS FP MAILING SOLUTIONS	CH CONTRACTS CH OFFICE SUPPLIES CH MISC CONTRACT WORK	159.35 16.99 108.40 398.00	_	
650	CITY HALL/GENERAL BLDGS TOTAL	682.74		
001	GENERAL TOTAL	7,410.11	-	
JOHN DEERE FINANCIAL KROMMINGA MOTORS INC SHANNON LAGRANGE PEPSI COLA BOTTLING CO BRITT SMITH WELLS FARGO VENDOR FINANCIAL	MBC CAPITAL PROJECT MBC OFFICE SUPPLIES MBC 2022 POLARIS RANGER MBC DAMAGE DEPOSIT REFUND MBC CONCESSIONS MBC OFFICE SUPPLIES 2020 TOOLCAT PAYMENT	19.96 25.99 13,000.00 200.00 187.46 317.99 1,048.95	-	
430	PARKS TOTAL	14,800.35		
	MONTICELLO BERNDES CENTER TOTAL	14,800.35	-	
DARE				

	VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total	CHECK CHECK# DATE
	POLICE DEPARTMENT IOWA DARE ASSOCIATION	DARE DUES	100.00	(	
	110		100.00	-	
	008	3 DARE TOTAL	100.00	-	
	FIRE FIRE				
	RADIO COMMUNICATIONS CO INC	FIRE RADIO	1,327.00		
	150	) FIRE TOTAL	1,327.00	-	
	019	5 FIRE TOTAL	1,327.00	-	
	AMBULANCE AMBULANCE BOUND TREE MEDICAL, LLC LEGACY EMERGENCY VEHICLES LLC PHYSICIAN'S CLAIM COMPANY QUADMED INC UNITY POINT HEALTH	AMB MEDICAL SUPPLIES  AMB VEHICLE REPAIR/MAINT  AMB BILLING FEES  AMB MEDICAL SUPPLIES  AMB PHARMACY SUPPLIES	307.54 340.71 2,376.48 191.85 1,154.37	•	
	160	) AMBULANCE TOTAL	4,370.95	-	
	016	5 AMBULANCE TOTAL	4,370.95	-	
	LIBRARY IMPROVEMENT LIBRARY				
	FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS	83.34		
	410	) LIBRARY TOTAL	83.34		
	030	U LIBRARY IMPROVEMENT TOTAL	83.34	-	
	AIRPORT AIRPORT ALLIANT ENERGY-IES MONTICELLO AVIATION INC THREE RIVERS FARM SERVICE CO	20373 HWY 38 AIRPORT AIRPORT MANAGER AIRPORT-ROWLAND/KRAUS PROPERTY	703.50 2,333.33 35.00		
	280	) AIRPORT TOTAL	3,071.83	-	
		5 AIRPORT TOTAL	3,071.83	-	
APCLAIRP 04.22.22	ROAD USE STREETS ACCENT CONCRETE LLC ALLIANT ENERGY-IES Cit	RU STREET MAINTENANCE CONTRACT 22059 HWY 38 y of Monticello IA	7,120.50 372.58		OPER: CC

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VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL CHECK	CHECK # Date
ALTEC INDUSTRIES INC W.W. GRAINGER, INC JOHN DEERE FINANCIAL KROMMINGA MOTORS INC LAPORTE MOTOR SUPPLY NEXT GENERATION PLBG & HTG LLC SUPERIOR WELDING SUPPLY CO THOMPSON TRUCK & TRAILER, INC.	RU SUPPLIES	223.05 72.68 192.55 9.24 36.54 75.00 132.37 26.60		
210	STREETS TOTAL	8,261.11	-	
	ROAD USE TOTAL	8,261.11	-	
TIF PROJECT STREETS LYNCH DALLAS, P.C.	NORTH CHESTNUT STREET PROJECT	462.00	1	
•	STREETS TOTAL	462.00	-	
325	TIF PROJECT TOTAL	462.00	-	
CAPITAL IMPROVEMENT AIRPORT		15 400 00		
DBT TRANSPORTATION SERVICES	AIRPORT EQUIPMENT - AWOS	15,460.00	-	
280	AIRPORT TOTAL	15,460.00		
CAPITAL PROJECTS LYNCH DALLAS, P.C.	AIRPORT LAND/HOUSE	987.70	-	
750	CAPITAL PROJECTS TOTAL	987.70	<u> </u>	
332	CAPITAL IMPROVEMENT TOTAL	16,447.70	-	
	LIB BIDWELL BOOKS LIB BIDWELL BOOKS	459.91 31.00		
410	LIBRARY TOTAL	490.91	<del>-</del>	
502	C.C. BIDWELL LIBRARY BOOK TOTAL	490.91	-	
WATER WATER ALLIANT ENERGY-IES HAWKINS WATER TREATMENT IOWA ONE CALL THEODORE KRAUS	16540 190TH ST WATER TOWER WATER SYSTEM WATER SYSTEM WATER SYSTEM	209.08 500.50 8.15 2,674.11		

### **CLAIMS REPORT**

VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total	CHECK CHECK# DATE
810	WATER TOTAL	3,391.84	· <b>-</b>	
600	WATER TOTAL	3,391.84	 	
CUSTOMER DEPOSITS WATER				
CITY OF MONTICELLO JEANNE JOHNSON MACI LADEHOFF SCOTT SCHEIDECKER	SIMMONS/VERONICA WATER DEPOSIT REFUND WATER DEPOSIT REFUND WATER DEPOSIT REFUND	654.40 39.16 10.72 10.73		
810	WATER TOTAL	715.00	)	
602	CUSTOMER DEPOSITS TOTAL	715.00	) <u> </u>	
SEWER CAPITAL IMPROVEMENT SEWER LYNCH DALLAS, P.C. 815	SEWER LAB SUPPLIES SEWER SYSTEM SEWER SUPPLIES SEWER SUPPLIES SEWER LAB SUPPLIES SEWER TOTAL  SEWER TOTAL  SEWER TOTAL  SEWER TOTAL	25.94 8.15 84.97 299.38 195.54 	3 4 3	
	SEWER CAPITAL IMPROVEMENT TOTAL	429.00	1	
SANITATION SANITATION REPUBLIC SERVICES	RESIDENTIAL GARBAGE	24,868.78	}	
840	SANITATION TOTAL	24,868.78	}	
670	SANITATION TOTAL	24,868.78	· <b>-</b> }	
YARD WASTE SITE SANITATION				

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### **CLAIMS REPORT**

VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total Check	CHECK # Date
ALLIANT ENERGY-IES	22411 BUSINESS HWY 151	32.75		
840	SANITATION TOTAL	32.75	-	
675	YARD WASTE SITE TOTAL	32.75	-	
	Accounts Payable Total	86,876.65		

# CLAIMS REPORT CLAIMS FUND SUMMARY

001       GENERAL       7,410.11         005       MONTICELLO BERNDES CENTER       14,800.35         008       DARE       100.00         015       FIRE       1,327.00         016       AMBULANCE       4,370.95         030       LIBRARY IMPROVEMENT       83.34         046       AIRPORT       3,071.83         110       ROAD USE       8,261.11         325       TIF PROJECT       462.00         332       CAPITAL IMPROVEMENT       16,447.70         502       C.C. BIDWELL LIBRARY BOOK       490.91         600       WATER       3,391.84         602       CUSTOMER DEPOSITS       715.00         610       SEWER       613.98         613       SEWER CAPITAL IMPROVEMENT       429.00         670       SANITATION       24,868.78         675       YARD WASTE SITE       32.75		FUND NAME	AMOUNT
008       DARE       100.00         015       FIRE       1,327.00         016       AMBULANCE       4,370.95         030       LIBRARY IMPROVEMENT       83.34         046       AIRPORT       3,071.83         110       ROAD USE       8,261.11         325       TIF PROJECT       462.00         332       CAPITAL IMPROVEMENT       16,447.70         502       C.C. BIDWELL LIBRARY BOOK       490.91         600       WATER       3,391.84         602       CUSTOMER DEPOSITS       715.00         610       SEWER       613.98         613       SEWER CAPITAL IMPROVEMENT       429.00         670       SANITATION       24,868.78         675       YARD WASTE SITE       32.75	001	. GENERAL	
015       FIRE       1,327.00         016       AMBULANCE       4,370.95         030       LIBRARY IMPROVEMENT       83.34         046       AIRPORT       3,071.83         110       ROAD USE       8,261.11         325       TIF PROJECT       462.00         332       CAPITAL IMPROVEMENT       16,447.70         502       C.C. BIDWELL LIBRARY BOOK       490.91         600       WATER       3,391.84         602       CUSTOMER DEPOSITS       715.00         610       SEWER       613.98         613       SEWER CAPITAL IMPROVEMENT       429.00         670       SANITATION       24,868.78         675       YARD WASTE SITE       32.75	005	MONTICELLO BERNDES CENTER	14,800.35
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030       LIBRARY IMPROVEMENT       83.34         046       AIRPORT       3,071.83         110       ROAD USE       8,261.11         325       TIF PROJECT       462.00         332       CAPITAL IMPROVEMENT       16,447.70         502       C.C. BIDWELL LIBRARY BOOK       490.91         600       WATER       3,391.84         602       CUSTOMER DEPOSITS       715.00         610       SEWER       613.98         613       SEWER CAPITAL IMPROVEMENT       429.00         670       SANITATION       24,868.78         675       YARD WASTE SITE       32.75	016	S AMBULANCE	
046       AIRPORT       3,071.83         110       ROAD USE       8,261.11         325       TIF PROJECT       462.00         332       CAPITAL IMPROVEMENT       16,447.70         502       C.C. BIDWELL LIBRARY BOOK       490.91         600       WATER       3,391.84         602       CUSTOMER DEPOSITS       715.00         610       SEWER       613.98         613       SEWER CAPITAL IMPROVEMENT       429.00         670       SANITATION       24,868.78         675       YARD WASTE SITE       32.75	030	LIBRARY IMPROVEMENT	83.34
110       ROAD USE       8,261.11         325       TIF PROJECT       462.00         332       CAPITAL IMPROVEMENT       16,447.70         502       C.C. BIDWELL LIBRARY BOOK       490.91         600       WATER       3,391.84         602       CUSTOMER DEPOSITS       715.00         610       SEWER       613.98         613       SEWER CAPITAL IMPROVEMENT       429.00         670       SANITATION       24,868.78         675       YARD WASTE SITE       32.75	046	AIRPORT	
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332       CAPITAL IMPROVEMENT       16,447.70         502       C.C. BIDWELL LIBRARY BOOK       490.91         600       WATER       3,391.84         602       CUSTOMER DEPOSITS       715.00         610       SEWER       613.98         613       SEWER CAPITAL IMPROVEMENT       429.00         670       SANITATION       24,868.78         675       YARD WASTE SITE       32.75			462.00
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600       WATER       3,391.84         602       CUSTOMER DEPOSITS       715.00         610       SEWER       613.98         613       SEWER CAPITAL IMPROVEMENT       429.00         670       SANITATION       24,868.78         675       YARD WASTE SITE       32.75	502		
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610       SEWER       613.98         613       SEWER CAPITAL IMPROVEMENT       429.00         670       SANITATION       24,868.78         675       YARD WASTE SITE       32.75			
613       SEWER CAPITAL IMPROVEMENT       429.00         670       SANITATION       24,868.78         675       YARD WASTE SITE       32.75			
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675 YARD WASTE SITE 32.75			
TOTAL TUDO 00 070 07			
10TAL FUNDS 86.8/6.65		TOTAL FUNDS	86,876.65

City Council Meeting Prep. Date: 02/29/2024 Preparer: Russell Farnum



Agenda Item: # 1 Agenda Date: 03/04/2024

### Communication Page

**Agenda Items Description:** Resolution Extending the Maturity Date of the City's Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note

Type of Action Requested: Resolution	
Attachments & Enclosures: Resolution	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue:

**Synopsis:** This long title essentially means the City is asking for an extension on the State Revolving Fund loan for the design of the WWTF project.

**<u>Background:</u>** In 2020 the City secured a State Revolving Fund (SRF) loan to perform the design engineering for the new Wastewater Treatment plant. The loan was zero interest rate for a period of three years. That three-year period terminates near the end of March, 2024.

The initial draw on the interim financing for the USDA loan was intended to include the payoff for this loan (\$595,000). However, once we draw on the interim financing, the City will have to start paying interest on that note.

The State has been routinely extending the interest-free SRF loans for additional 3-year periods, at zero interest. This Resolution will allow the City to request a 3-year extension, which will not require payment until near the end of the project. This extension will save thousands in interest over the coming 3-year period.

**Recommendation:** Approval of the resolution is recommended.

# INTERIM LOAN AND DISBURSEMENT AGREEMENT MATURITY EXTENSION

Monticello, Iowa

435926-33

March 4, 2024

The City Council of the City of Monticello, Iowa, met on March 4, 2024, at 6:00 o'clock p.m., at the Community Media Center, Monticello, Iowa. The Mayor presided and the roll being called, there were present and absent the following named Council Members:

Present:		
Absent:		
outstanding Sewer Re After due consideration resolution next hereina	venue Loan and Disbursement Agreement And and discussion, Council Member  fter set out and moved its adoption. The motion we are and passed with record vote as follows:	nticipation Project Note introduced the was seconded by Council
Ayes:		
Nays:	<u>.</u>	

Thereupon, the resolution was declared adopted, as follows:

Sally Hinrichsen, City Clerk/Treasurer

Attest:

Wayne Peach, Mayor

••••	
On motion and vote, the meeting adjourned.	
	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen, City Clerk/Treasurer	

## STATE OF IOWA

**ATTESTATION CERTIFICATE:** 

STATE OF IOWA
JONES COUNTY
SS:
CITY OF MONTICELLO

I, the undersigned, City Clerk of the City of Monticello, do hereby certify that I have in my possession or have access to the complete records of the City Council; that I have carefully compared the transcript hereto attached with the aforesaid records; and that said transcript hereto attached is a true, correct and complete copy of all the records relating to the extension of the maturity date of the City's Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note, as shown therein.

WITNESS MY HAND this day of	, 2024.
	Sally Hinrichsen, City Clerk/Treasurer

# AMENDMENT TO IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT

### (SEWER REVENUE)

This Amendment (the "Amendment") to IFA Interim Loan and Disbursement Agreement is made and entered into as of March 4, 2024, by and between the City of Monticello, Iowa (the "Participant") and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the "Lender"), and amends that certain IFA Interim Loan and Disbursement Agreement dated March 19, 2021 by and between the Lender and the Participant (the "Original Agreement").

WHEREAS, the Lender, in cooperation with the Iowa Department of Natural Resources, is authorized to undertake the creation, administration and financing of the Iowa Water Pollution Control Works Financing Program and the Drinking Water Facilities Financing Program established in Iowa Code Sections 455B.291 through 455B.299; and

WHEREAS, the Participant has requested, and the Lender has agreed, to extend the Maturity Date set forth in the Original Agreement; and

WHEREAS, the City Council of the Participant has approved the extension of the Maturity Date by resolution on March 4, 2024;

NOW, THEREFORE, the parties agree as follows:

- <u>Section 1.</u> Notwithstanding anything to the contrary therein, the Maturity Date of the Original Agreement shall be March 19, 2027.
- <u>Section 2.</u> Except as otherwise provided in this Amendment, the provisions of the Original Agreement, as heretofore amended, are hereby ratified, approved and confirmed and incorporated herein.

above written.	S
	CITY OF MONTICELLO, IOWA
	By:
Attest:	siy iis 2 suon, may or

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first

Sally Hinrichsen, City Clerk/Treasurer

	IN WITNESS	WHEREOF, I have	hereunto	affixed 1	my	signature	all	as	of	the	date	first
above	written.											

IOWA FINANCE AUTHORITY
By:
Its:



February 26, 2024

Honorable Mayor and Council Members City of Monticello, IA 200 E 1<sup>st</sup> St. Monticello, IA 52310

RE: SOUTH WATER TOWER REPAINTING AND MAINTENANCE – RECOMMENDATION TO APPROVE CONTRACTS

Dear Mayor and Council Members:

We have received and reviewed the contracts, bonds, and insurance sent by Tank Pro Inc. for the South Water Tower Repainting and Maintenance project. The documents all conform to specifications.

We recommend that the City approve the contracts, bonds, and insurance for the project at the next council meeting.

If you have any questions relating to the approval of these documents, please do not hesitate to call.

Respectfully,

SNYDER & ASSOCIATES, INC.

Patrick Williams Project Engineer

Enclosure

Cc: Tank Pro Inc.

# MINUTES OF MEETING TO APPROVE CONTRACT AND BONDS

Monticello, Iowa

March 4, 2024

The City Council of the City of Monticello, Iowa, met on March 4, 2024 at 6:00 p.m., at the City Hall, Monticello, Iowa, pursuant to the rules of the Council.

The meeting was called to order by the Mayor and the roll being called, there were present the following named Council Members:

Present:				·				
Absent:				·				
and moved the approving an ex Repainting and	e consideration adoption of the ecuted contract I Maintenance and passed with	resolution n and performa Project. T	ext hereinal nce and/or p The motion	fter set o ayment b	out, the sa	me bei	ng a r th Wat	ter Tower
Ayes: _								
Nays: _					·			
Thereup	on, the resolutio	n was declare	ed adopted,	as follow	vs:			

#### RESOLUTION NO.

Resolution approving contract and performance and/or payment bonds for the South Water Tower Repainting and Maintenance Project

WHEREAS, the City Council of the City of Monticello, Iowa, has heretofore awarded a contract for the South Water Tower Repainting and Maintenance Project and fixed the amount of the performance and/or payment bonds to be furnished by such contractor, and instructed and authorized the Mayor and City Clerk to execute the said contract on behalf of the City, subject to the approval of the Council; and

WHEREAS, the said contract has been duly signed by the contractor and by the Mayor and City Clerk, and upon examination by this Council the same appears to be in proper form; and

WHEREAS, the contractor has filed satisfactory performance and/or payment bonds in the required amount;

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

- Section 1. The aforementioned contract and performance and/or payment bonds are hereby approved and declared to be binding upon the parties thereto.
- Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved March 4, 2024.

Wayne Peach, Mayor

• • • •

There being no further business to com-	ne before the meeting, it was upon motion adjourned.
	Warna Dacale Marian
A 44 4 -	Wayne Peach, Mayor
Attest:	
Sally Hinrichsen City Clerk/Treasurer	

### **ATTESTATION CERTIFICATE:**

STATE OF IOWA	
JONES COUNTY	SS:
CITY OF MONTICELLO	

I, the undersigned, City Clerk of the City of Monticello, Iowa, hereby certify that the attached is a true, correct and complete copy of the proceedings related to the approval of the executed contract and performance and/or payment bonds for the South Water Tower Repainting and Maintenance Project, including a true, correct and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this 4th day of March, 2024.

Sally Hinrichsen, City Clerk/Treasurer

CONT	RACT NO	
DATE		

#### CONTRACT

THIS CONTRACT, made and entered into at	this	_ day of
, 2024, by and between the	City of Monticello, Iowa by its Mayor,	upon order of
its City Council hereinafter called the "Jurisdiction," ar	nd <u>Tank Pro Inc</u> ., hereinafter called the	'Contractor."

#### WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the *City Clerk, Monticello City Hall*. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2023 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

The Monticello South Water Tower Repainting Maintenance Project includes, removal of existing interior and exterior coatings, repainting the interior and exterior of the 500,000 gallon, elevated water tower, adding a new mesh screen to the overflow outlet, and replacing the tower logo. Tank repairs may be added to the project as determined to be necessary by the City of Monticello and their Engineer.

CONTRACT

State of	
State of) SS	
County)	
On this day of, 20_ State of, personally appea me known to be the identical person(s) acknowledged that (he) (she) (they) execute	, before me, the undersigned, a Notary Public in and for the ared, to named in and who executed the foregoing instrument, and the instrument as (his) (her) (their) voluntary act and deed.
	Notary Public in and for the State of
	Notary Public in and for the State of, 20
LIMITED LIABILITY COMPANY ACKN	NOWLEDGMENT
LIMITED LIABILITY COMPANY ACKNOState of) SSCounty)	
State of	, before me a Notary Public in and for said county, personally sonally known, who being by me duly sworn did say that person, that (the seal affixed to said instrument is the seal of said, and that said instrument was signed, by authority of its managers and the said execution of said instrument to be the voluntary act and deed of
State of	, before me a Notary Public in and for said county, personally sonally known, who being by me duly sworn did say that person, that (the seal affixed to said instrument is the seal of said, and that said instrument was signed, by authority of its managers and the said execution of said instrument to be the voluntary act and deed of
State of	, before me a Notary Public in and for said county, personally sonally known, who being by me duly sworn did say that person, that (the seal affixed to said instrument is the seal of said, and that said instrument was signed, by authority of its managers and the said execution of said instrument to be the voluntary act and deed of

### CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the lump sum price below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing.

<u>Two Hundred Thirty Three Thousand Eight Hundred Eighty</u> Dollars (amount in words)

(\$233,880.00) (amount in figures)

### PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, <u>Tank Pro Inc.</u>, as Principal (hereinafter the "Contractor" or "Principal" and <u>Swiss Re Corporate Solutions America Insurance Corporation</u>, as Surety are held and firmly bound unto <u>City of Monticello, Iowa</u>, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of <u>Two Hundred Thirty Three Thousand Eight Hundred Eighty</u> dollars (\$233,880.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2024, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

The Monticello South Water Tower Repainting Maintenance Project includes, removal of existing interior and exterior coatings, repainting the interior and exterior of the 500,000 gallon, elevated water tower, adding a new mesh screen to the overflow outlet, and replacing the tower logo. Tank repairs may be added to the project as determined to be necessary by the City of Monticello and their Engineer.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of <u>Two Hundred Thirty Three Thousand Eight Hundred Eighty</u> dollars (\$233,880.00), which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

- 1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
- 2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
  - 3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
    - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **two** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
    - B. To keep all work in continuous good repair; and
    - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

- 4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
  - D. That no provision of this Bond or of any other contract shall be valid that limits to less that five years after the acceptance of the work under the Contract the right to sue on this Bond.
  - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Jones County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly, and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

itness our hands, in triplicate, this	day of, 2024.
Surety Countersigned By:	PRINCIPAL:
Kut Jalle Signature of Agent	Tank Pro Inc. Contractor
	4.4
	By: Phillip Sterran
Kurt Feller Printed Name of Agent	Signature Title
TrueNorth Companies	SURETY:
Company Name	SURETT.
500 1st Street SE	Swiss Re Corporate Solutions America Insurance Corporation
Company Address	Surety Company
Cedar Rapids, IA 52401	By: Jane W. Sull
City, State, Zip Code	Signature Attorney-in-Fact Officer
(319) 364-5193	Jason D. Smith
Company Telephone Number	Printed Name of Attorney-in-Fact Officer
	TrueNorth Companies Company Name
	500 1st Street SE
EODM ADDDOVED DV.	Company Address
FORM APPROVED BY:	Cedar Rapids, IA 52401 City, State, Zip Code
	_(319) 364-5193
Attorney for Jurisdiction	Company Telephone Number

#### NOTE:

- 1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
- 2. This bond must be sealed with the Surety's raised, embossing seal.
- 3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
- 4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

#### SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

#### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ROBERT L. KOLLSMITH, JACQUELINE K. PETERS, SAMANTHA SPILMAN, M. LYNN KIMBLE, TIMOTHY J. FOLEY, JENNIFER LUSE, JASON D. SMITH

JAMES M. SMITH, DAVID M. OWEN, BRAD BENGTSON, LUKAS SCHRODER, AARON COLLINS, LAURI MENEOUGH, KURT FELLER, and DORA B. STEVENS

#### JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

#### TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

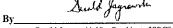
FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



authorized officers



By
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC



Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

& Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their

this 10 day of NOVEMBER, 20 22

Swiss Re Corporate Solutions America Insurance Corporation
State of Illinois
County of Cook

Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared <u>Erik Janssens</u>, Senior Vice President of SRCSAIC and Senior Vice President of SRCSAIC and Vice President of WIC and <u>Gerald Jagrowski</u>, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
HOTARY PUBLIC, STATE OF ELLNOWS
My Commission Explore Month 28, 2005
Christian Manisco
Christian Manisco
Christian Manisco

> Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not contention to the certificate notice in nearly discontinuous				
PRODUCER		CONTACT TrueNorth Risk Management		
TrueNorth		PHONE (A/C, No, Ext): 319-366-2723	FAX (A/C, No): 877-810-6374	
500 1st St SE Cedar Rapids IA 52401		E-MAIL ADDRESS: certs@truenorthcompanies.com		
- Coddi / (apiaciii ) - III		INSURER(S) AFFORDING COVERAGE	NAIC#	
		INSURER A: Employers Mutual Casualty Compar	ny 21415	
INSURED	TANKPRO-01	INSURER B : Admiral Insurance Company	24856	
Tank Pro, Inc.		INSURER C: American Interstate Insurance Comp	pany 31895	
5500 Watermelon Rd Northport AL 35473-5177		INSURER D: Allied World Assurance Company (U	J.S.) Inc. 19489	
Notalpoit / L 504/ 5 5 17 1		INSURER E :		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 793442797

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL S	UBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Y	1140	5S48049	5/15/2023	5/15/2024	DAMAGE TO RENTED	\$ 1,000,000 \$ 500,000
	CLAIMS-MADE 17 OCCOR							\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY	Υ		5M48049	5/15/2023	5/15/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	V HIRED V NON-OWNED						PROPERTY DAMAGE (Per accident)	\$
	AUTOS ONLY AUTOS ONLY							\$
В	UMBRELLA LIAB X OCCUR			BEX0960318005	5/15/2023	5/15/2024	EACH OCCURRENCE	\$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	DED X RETENTION \$ 0							\$
С	WORKERS COMPENSATION			AVWCAL3178362023	5/15/2023	5/15/2024	X PER OTH- STATUTE ER	
	AND EMPLOYERS' LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE  N						E.L. EACH ACCIDENT	\$ 1,000,000
1	OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D A	Contractors Pollution Installation Floater			03138141 5P48049	5/15/2023 5/15/2023	5/15/2024 5/15/2024	Each Poll Cond/Aggr Limit	5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

If Yes is indicated above for add'l insd, forms Gen Liab CG7578 02/19 (premises), CG7174.3 10/13 (completed operations) and Auto Liab CA7450 02/22 applies. If Yes is indicated above for waiver of subrogation, forms Gen Liab CG7578 02/19, Auto Liab CA7450 02/22 and WC WC000313 04/84 applies. Coverage is extended for work performed and required under written contract with the above named insured. Excess is following form per policy conditions, providing and explusions.

Re: Monticello South Water Tower Repainting Maintenance Project 30 day notice of cancellation (10 days due to non-payment) applies to the general liability, auto and workers compensation policies.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Monticello, Iowa 200 East First Street Monticello IA 52310	AUTHORIZED REPRESENTATIVE

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

# A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If Physical Damage Coverage is provided by this coverage form for an "auto" you own, the Physical Damage Coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

#### **B. BLANKET ADDITIONAL INSUREDS**

The Who Is An Insured provision under Section II – Covered Autos Liability Coverage is amended to include the following as an "insured":

- 1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
- With respect to the insurance afforded to the additional "insured" described above, the following is added to Section – C. Limit Of Insurance Covered Autos Liability Coverage:

The most we will pay on behalf of the additional "insured" is the amount of insurance:

(1) Required by the written contract or agreement described above, or

(2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations; whichever is less.

#### C. EMPLOYEES AS INSUREDS

The following is added to the Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

#### 2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For Hired Auto Physical Damage Coverage any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

## E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who is An insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

1. 17. 135.

(1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

#### F. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

#### G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in Section II — Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

#### I. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- **b.** Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

#### J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside

a covered private passenger "auto". The deductible is waived for these services.

#### K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

# L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is \$5,000, in addition to the sublimit in Paragraph C.1.b. of the Limits Of Insurance provision under Section III — Physical Damage Coverage.

#### M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

- (1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of \$100,000, Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

# AA. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

Section IV — Business Auto Conditions, B. General Conditions, 5. Other Insurance c. is replaced by the following:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

- 1. Such "insured" is a Named Insured under such other insurance; and
- You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### AC. MENTAL ANGUISH

**Section V – Definitions, C.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

#### AD. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Section II Who Is An Insured is amended to include as an additional insured:
  - Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
  - Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement described in Paragraph A.1.; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

#### **Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E. All other terms and conditions of this policy remain unchanged.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

#### A. EXPECTED OR INTENDED INJURY

**Section I – Coverage A,** Exclusion **a.** is amended as follows:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### **B. NON-OWNED WATERCRAFT**

**Section I – Coverage A, Exclusion g.(2) is amended as follows:** 

- (2) A watercraft you do not own that is:
  - (a) Less than 60 feet long; and
  - (b) Not being used to carry person(s) or property for a charge;

#### C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions j.(3) and (4) is amended to add the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE			
Limits Of Insurance	Deductible		
\$5,000 Each Occurrence	\$250 Per Claim		
\$10,000 Annual Aggregate			

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:
  - (1) insureds;
  - (2) claims made or "suits" brought;
  - (3) persons or organizations making claims or bringing "suits".

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The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

#### D. PROPERTY DAMAGE - ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs j.(3), j.(4), j.(6) and k. do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance is changed accordingly.

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### E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III** – **Limits of Insurance.** 

#### F. MEDICAL PAYMENTS

If Section I – Coverage C. Medical Payments Coverage is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

#### G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### H. SUBSIDIARIES AS INSUREDS

Section II - Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

# I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- **b.** Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law;
- Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, Section II – Who Is An Insured of this policy.
- 2. As provided herein, the insurance coverage provided to such additional insureds is limited to:
  - a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (1) In connection with your premises; or
  - (2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:
  - (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
    - (b) The construction, erection or removal of elevators; or
    - (c) The ownership, maintenance or use of any elevators covered by this insurance.
  - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

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This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "productscompleted operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
  - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by any vendor;
  - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Subparagraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- (1) This insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

- The license granted to you by such person(s) or organization(s) expires; or
- Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- Any Co-owner of Insured Premises, but only with respect to their liability as coowner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
- 3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
- 4. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- **a.** Required by the contract or agreement; or
- **b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

# K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

## L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

**Section II – Who Is An Insured,** Paragraph **3.a.** is replaced by the following:

**3.a.** Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

#### M. DAMAGE TO PREMISES RENTED TO YOU

**Section III – Limits of Insurance**, Paragraph **6.** is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

#### N. MEDICAL PAYMENTS - INCREASED LIMITS

**Section III – Limits of Insurance,** Paragraph **7.** is replaced by the following:

7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

# O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
  - You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership,
  - (3) A member or manager, if you are a limited liability company;
  - (4) An "executive officer" or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An "executive officer" or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.

# P. PRIMARY AND NONCONTRIBUTORY ADDITIONAL INSURED EXTENSION

Section IV — Commercial General Liability Conditions Paragraph 4. Other Insurance is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

# Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. Representations is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

# R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV — Commercial General Liability Condition Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- "Your work" included in the "productscompleted operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

#### S. MENTAL ANGUISH

**Section V – Definition 3.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

#### T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

City Council Meeting Prep. Date: 2/28/2024 Preparer: Sally Hinrichsen



Agenda Item: # 3 Agenda Date: 3/4/2024

### Communication Page

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

<u>Type of Action Requested</u> : 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

**<u>Background Information</u>**: 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 March 18, 2024 at 6:00 p.m.

### The City of Monticello, Iowa

#### **RESOLUTION** #

Scheduling Public Hearing on City of Monticello Fiscal Year 2023/2024 budget amendments for March 18, 2024 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 18<sup>th</sup> day of March, 2024 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 18<sup>th</sup> day of March, 2024 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 4<sup>th</sup> day of March, 2024.

	Wayne Peach, Mayor	
Attest:		
Sally Hinrichsen, City Clerk/Treasurer		

City Council Meeting Prep. Date: 02/28/2024 Preparer: Lori Lynch



Agenda Item: # 4 Agenda Date: 3/4/2024

### Communication Page

Agenda Items Description: Hiring a Full Time Paramedic and setting wage(s)				
Type of Action Requested: Resolution				
Fiscal Impact: Budget Line Item:				
Budget Summary: Expenditure: Revenue:				

**Synopsis:** Shirlee Scott applied for a full time position. Director Lynch would like to hire her.

**Background:** Shirlee Scott comes to us from Paramount Ambulance service. She wants to work for progressive service. She has several years in EMS.

Her first shift would be the first week of March.

She will be a great addition to the City's paramedic staff.

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

### The City of Monticello, Iowa

#### **RESOLUTION #**

To approve the hiring a Monticello Ambulance Full-Time Paramedic and setting wage

**WHEREAS**, a Monticello Full-Time Ambulance Paramedic position has been available with the resignation of paramedic, and

WHEREAS, The Ambulance Director interviewed candidates for the Full-time position, and

**WHEREAS**, The Ambulance Director felt Shirlee Scott would be a great addition to the Full-Time Paramedic roster and wishes to offer the position to her, and

**WHEREAS**, The City Council has set forth starting wages for Paramedics at \$25.40 per hour, and

**WHEREAS**, The City Administrator recommends hiring the Monticello Ambulance Full-Time Paramedic and

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

**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

**NOW, THEREFORE**, The Council hereby authorizes the hiring a Monticello Ambulance Full-Time Paramedic with a starting wage of \$25.40.

	this 4 <sup>th</sup> day of March 2024.
	Wayne Peach, Mayor
Attest:	

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting Prep. Date: 02/28/2024 Preparer: Russell Farnum



**Agenda Item: 5 & 6 Agenda Date:** 03/04/2024

### Communication Page

<b>Agenda Items Description:</b>	Discussion and Possible Motion on Compensation Committee	
recommendations	•	

Type of Action Requested: Discussion/Motion/Resolution				
<b>Attachments &amp; Enclosures:</b>	Fiscal Impact:			
Committee Communication Page	Budget Line Item:			
Hourly Pay Scale resolution	Budget Summary:			
Tipton Survey and Summary Page	Expenditure:			
Salary History	Revenue:			

**Synopsis:** The Compensation Committee met and recommended salary adjustments of 6.5% for all non-hourly full-time employees, and Library staff.

All other full time (hourly) staff are covered under a 3-year pay scale that was approved by Council in 2023. This 3-year scale phased in some major adjustments for hourly staff that were behind similar communities.

Attached is the information provided to the Compensation Committee:

- 1. Communication Page;
- 2. The 3-year Hourly pay scales;
- 3. A recent salary survey completed by the City of Tipton (this is not in a format that is "easy to read"):
- 4. A one-page summary of the Tipton survey reflecting the Monticello positions (note, there were some transcription errors in the FTE column on the summary version given the Committee, those have been corrected on this sheet, it did not impact the salary numbers)
- 5. Salary history of the Non-hourly and Library staff, with examples of different raises by %- this information has also been updated per the February 26 Council comments.

**Recommendation:** Discussion and direction is requested. If Council determines an adjustment, a motion to adopt the Resolution(s) with those raises, is appropriate.

Comp. Comt. Meeting Prep. Date: 01/22/2024 Preparer: Russell Farnum



Agenda Item: #

**Agenda Date:** 01/24/2024

### Communication Page

Agenda Items Description: Compensation Committee Discussion				
Type of Action Requested: Discussion and Direct	ction			
Attachments & Enclosures:	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue:			

<u>Overview</u>: The Compensation Committee reviews and makes recommendations on the salaries and wages of City staff. In the past, the Committee has focused upon the annual raises of non-exempt (salaried) staff.

Ultimately it is the City Council's decision to approve all positions and wages, in four general categories (below):

Most of the City's full time, hourly staff used to be represented by unions with a contract. The last union voluntarily disbanded last year at the end of their contract. The Council then set forth all of the hourly, full-time wages for the next three years per Resolution 23-68 (I've also attached Resolution 23-81, and Resolution 23-95, both of which amended 23-68 for various reasons). These wage scales are attached.

Over the prior union contract, many hourly employees saw their pay fall behind their peers in nearby and similar communities, some by as much as 25%. A salary study that had been completed by Dyersville made the disparity very clear. At that time, the Compensation Committee decided to "phase in" major adjustments over a 2-year period, with another 5% adjustment in the third year. These wage scales reflect that implementation.

Because of the massive work that went into creating this equitable pay scale, further adjustments are not recommended at this time.

Non-exempt (salaried) staff are adjusted annually by the Compensation Committee recommendation and Council approval. There are no salary ranges, merit pay grids, or other step programs for any of these positions. Salary histories are attached are attached for reference.

Library Staff salaries are recommended by the Library Board, and forwarded for Council approval. In November, the Library Board included 5% raises for Molly and Penny in the proposed Library budget.

Part time, temporary or seasonal employees are generally set every spring (or when hiring) by Council, generally without specific review by the Compensation Committee. This includes the pool staff and manager, part time summer help, interns, and other similar positions. This was never meant to bypass the committee, generally just the "way it's been done".

### **Salaried Staff:**

The following positions and their current salaries are below. The chart also shows what dollar amounts would be with 5, 8 and/or 10% adjustments. *Please note I am not recommending any specific amounts, this is just to provide a ballpark for Committee consideration:* 

Name	Position	Sala	ary	5%	Adjust	8%	Adjust	109	% Adjust
Russ Farnum	City Administrator *	\$	96,500	\$	101,325	\$	104,220	\$	106,150
Britt Smith	Police Chief	\$	87,194	\$	91,554	\$	94,170	\$	95,913
Sally Hinrichsen	City Clerk/Treasurer	\$	77,072	\$	80,926	\$	83,238	\$	84,779
Nick Kahler	Public Works Director	\$	62,854	\$	65,997	\$	67,882	\$	69,139
Lori Lynch	Ambulance Director	\$	82,000	\$	86,100	\$	88,560	\$	90,200
Jacob Oswald	Parks and Rec Director	\$	62,745	\$	65,882	\$	67,765	\$	69,020
Grace DuPuy	Recreation Coordinator **	\$	41,000	\$	43,050	\$	44,280	\$	45,100
Jim Tjaden	Water & Sewer Superintendent	\$	71,020	\$	74,571	\$	76,702	\$	78,122
Faith Brehm	Library Director	\$	43,680	\$	45,864	\$	47,174	\$	48,048

<sup>\*</sup> No raise granted FY24 due to residency non-compliance

I've also attached a 2023 salary study completed by Tipton, for reference. The information in that study is more recent than the prior Dyersville study.

<sup>\*\*</sup> Adjustment eligible upon completion of first 6-months

### THE CITY OF MONTICELLO, IOWA

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

#### **RESOLUTION #2023-68**

Adopting Wage Chart for Full Time Hourly Employees and Adopting Other Employee Benefits for July 1, 2023 through June 30, 2026

**WHEREAS,** The City Council has determined adjustments to the wage scales and other benefits are necessary;

**NOW THEREFORE BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve the amendment of the wage increases and benefit changes as set out below, all of said changes to take effect and be applicable to the first payroll issued during the month of July:

### **Section 1, Wages for Full Time Hourly Employees:**

- A. The City shall pay its full-time hourly employees the wages as shown on Exhibit A attached hereto and made a part of this Resolution by this reference
- B. Wage increases as noted within Exhibit A hereto shall take effect with the first payroll issued during the month of July.
- C. The City Council shall have the right to place new employees at a starting wage at any point in the wage scale, taking account the new employee's years of experience.

#### Section 2, Longevity Pay:

- A. Longevity Pay, as outlined in the Employee Handbook, shall herein be modified and apply for all full-time hourly employees, for continuous service to the City, as follows:
  - i. At the beginning of the 10th year of employment, employee will receive an additional \$ 0.25 per hour wage increase, in addition to any steps or other adjustments in effect at the time.
  - ii. At the beginning of the 15th year of employment, employee will receive an additional \$ 0.50 per hour wage increase, in addition to any steps or other adjustments in effect at the time.
  - iii. At the beginning of the 20th year of employment, employee will receive an additional \$ 0.75 per hour wage increase, in addition to any steps or other adjustments in effect at the time.
  - iv. At the beginning of the 25<sup>th</sup> year of employment, employee will receive an additional \$1.00 per hour wage increase, in addition to any steps or other adjustments in effect at the time.

- B. Longevity Pay shall be subject to the same payroll deductions that are applied to regular wages.
- C. Longevity Pay shall not be retroactive. It shall be effective as of the date of this Resolution, moving forward.

### **Section 3, City Contributions toward Health Insurance:**

- A. Beginning July 1, 2023, the City shall provide the following contribution toward employee health insurance coverage:
  - i. For Single coverage, the City shall pay the full premium;
  - ii. For Single + Spouse, or Single + Dependent coverage, the City shall pay the equivalent of:
    - a) the Single premium, plus
    - b) \$70.00, plus
    - c) \$250.00.
  - iii. For Family coverage, the City shall pay the equivalent of:
    - a) the Single premium, plus
    - b) \$70.00, plus
    - c) \$500.00.
- B. The difference between the City contribution and the cost of the selected contribution shall be the responsibility of the Employee.
- C. The City has the right to change insurance plans to provide coverage and deductibles similar to, but not necessarily identical to, the coverage outlined in the Employee Handbook.

#### Section 4, Other:

Sally Hinrichsen, City Clerk/Treasurer

- A. This Resolution shall be effective July 1, 2023 and shall continue through June 30, 2026.
- B. This Resolution shall be interpreted under the laws of the state of Iowa.
- C. If any term or provision of this Resolution is held invalid or unenforceable, the remaining provisions and terms shall not be affected.

IN TESTIMONY WHEREOF, I have hereunto subscribed

	my name and caused the Great Seal for the City of Monticello Iowa to be affixed. Done this 1 <sup>st</sup> day of May, 2023.
Attest:	David Goedken, Mayor

	FY23/24 (Starting July 1, 2023)										
			Years Co	mpleted w	ith City*						
Department/Position	Starting	Post Prob	Year 1	Year 2	Year 3	Year 4	Year 5				
Water/Wastewater											
Licensed Operator	24.7	25.25	25.8	26.35	26.9	27.45	28				
Operator **	21.54	22.09	22.64	23.19	23.74	24.29	24.84				
Public Works											
Public Works Worker	20.79	21.34	21.89	22.44	22.99	23.54	24.09				
Cemetery Sexton	20.79	21.34	21.89	22.44	22.99	23.54	24.09				
City Clerk's Office											
Payroll/Utility Billing	21.85	22.4	22.95	23.5	24.05	24.6	25.15				
Account Clerk	18.96	19.51	20.06	20.61	21.16	21.71	22.26				
Ambulance	1										
Lead Paramedic							29.23				
Paramedic	25.4	26.4	26.4	26.4	26.4	26.4	26.4				
AEMT	22.4	23.4	23.4	23.4	23.4	23.4	23.4				
EMT	20.4	21.4	21.4	21.4	21.4	21.4	21.4				
Police Department											
Non-Certified	24.4	24.9	25.4								
Police Officer	28.49	28.49	29.88	31.28	32.11	33.50	33.79				
School Resource Officer		^^^ Also Ce	ert P/T				33.79				
Sergeant							36.29				
Admin Assistant							20.99				
*May be adjusted based up	on experienc	e									
** \$1/hr increase for each	grade license	(in both wa	ter and was	tewater, no	t just one)	achieved af	ter hire				
*** FY 25/26 SRO pay to be	e determined	depending	upon Schoo	I and City's	continued f	unding agre	ement				
^^^Certified Part-Time Offi	cers shall be	olaced at sta	arting step i	n the range							

		FY24/25 (Starting July 1, 2024)										
			Years Co	mpleted w	ith City*							
Position	Starting	Post Prob	Year 1	Year 2	Year 3	Year 4	Year 5					
Water/Wastewater												
Licensed Operator	27	27.55	28.1	28.65	29.2	29.75	30.3					
Operator **	23.28	23.83	24.38	24.93	25.48	26.03	26.58					
Public Works												
Public Works Worker	22.53	23.08	23.63	24.18	24.73	25.28	25.83					
Cemetery Sexton	22.53	23.08	23.63	24.18	24.73	25.28	25.83					
City Clerk's Office												
Payroll/Utility Billing	24.3	24.85	25.4	25.95	26.5	27.05	27.6					
Account Clerk	23.16	23.71	24.26	24.81	25.36	25.91	26.46					
Ambulance												
Lead Paramedic							30.55					
Paramedic	26.72	27.72	27.72	27.72	27.72	27.72	27.72					
AEMT	23.57	24.57	24.57	24.57	24.57	24.57	24.57					
EMT	20.42	21.42	21.42	21.42	21.42	21.42	21.42					
Police Department	+											
Non-Certified	27.08	27.64	28.19									
Police Officer	31.80	31.80	33.28	34.77	35.64	37.12	37.43					
School Resource Officer							35.82					
Sergeant		^^^ Also Co	ert P/T				39.93					
Admin Assistant							22.74					
*May be adjusted based u	<u> </u>											
** \$1/hr increase for each												
*** FY 25/26 SRO pay to b	e determine	d depending	g upon Scho	ol and City'	s continued	funding agr	eement					

<sup>\*\*\*</sup> FY 25/26 SRO pay to be determined depending upon School and City's continued funding agreement

^^Certified Part-Time Officers shall be placed at starting step in the range

	FY25/26 (Starting July 1, 2025)										
			Years Co	ompleted w	ith City*						
Position	Starting	Post Prob	Year 1	Year 2	Year 3	Year 4	Year 5				
Water/Wastewater											
Licensed Operator	28.35	28.93	29.51	30.08	30.66	31.24	31.82				
Operator **	23.99	24.57	25.56	26.13	26.71	27.29	27.87				
Public Works											
Public Works Worker	23.66	24.23	24.81	25.39	25.97	26.54	27.12				
Cemetery Sexton	23.66	24.23	24.81	25.39	25.97	26.54	27.12				
City Clerk's Office											
Payroll/Utility Billing	25.52	26.09	26.67	27.25	27.83	28.40	28.98				
Account Clerk	24.32	24.90	25.47	26.05	26.63	27.21	27.78				
Ambulance	1										
Lead Paramedic							31.94				
Paramedic	28.11	29.11	29.11	29.11	29.11	29.11	29.11				
AEMT	24.79	25.79	25.79	25.79	25.79	25.79	25.79				
EMT	21.49	22.49	22.49	22.49	22.49	22.49	22.49				
Police Department											
Non-Certified	28.37	28.95	29.53								
Police Officer	32.75	32.75	34.28	35.80	36.71	38.23	38.54				
School Resource Officer							*** TBD				
Sergeant		^^^ Also Co	ert P/T				41.04				
Admin Assistant							23.82				
*May be adjusted based up	on experienc	е									
** \$1/hr increase for each {		•			-						
*** FY 25/26 SRO pay to be			-		continued fo	unding agre	ement				
^^^Certified Part-Time Office	cers shall be p	laced at sta	ırting step iı	n the range							

Population	2363	2682	3791	2386	4477	2796	6064	6128	4040	3627
FT EE	24	19	23	18	19	21	52	46	28	43
<u>Position</u>	<u>Bellevue</u>	Bloomfield	Carter Lake	<u>Cascade*</u>	<u>Dyersville</u>	Grundy Center***	Independence*	<u>Maquoketa*</u>	<u>Monticello</u>	Osage*
					4					
City Manager	\$81,284.00			\$104,000.00	\$137,904.00		\$126,000.00	\$131,962.50	\$96,500.00	\$80,000.00
Admin Asst					\$46,545.00			\$43,971.20	\$47,860.60	
Ambulance Service Director						\$67,454.00			\$61,318.40	
Aquatic Supervisor^			\$44,500.00				\$59,571.00		\$39,600.00	\$47,257.00
City Clerk		\$50,000.00	\$76,294.40	\$55,640.00		\$55,515.00			\$79,152.00	\$55,000.00
City Worker I	\$45,510.00	\$49,795.20	\$39,520.00	\$45,677.00	\$54,122.00	\$54,392.00	\$54,517.00	\$47,923.20	\$50,107.20	\$47,257.00
City Worker II	\$49,108.00		\$43,180.80	\$61,277.00	\$55,204.00	\$54,662.00	\$54,517.00	\$63,440.00	\$50,107.20	\$47,257.00
City Worker II	\$49,108.00			\$55,140.00	\$54,122.00		\$54,517.00	\$60,819.20	\$50,107.20	\$47,257.00
City Worker II							\$54,517.00			\$47,257.00
Maint Worker II- Refuse	\$52,728.00									
Chief of Police	\$80,205.00	\$75,000.00	\$122,470.40	\$69,628.00	\$101,804.00	\$57,512.00	\$92,571.00	\$92,700.00	\$88,234.00	\$83,865.00
Dir of Public Works	\$72,217.00	\$52,000.00	\$65,000.00	\$69,077.00	\$104,040.00	\$84,822.00	\$70,356.00	\$83,570.04	\$63,894.00	\$54,080.00
ED Director										
Electric Supt	\$97,739.00	\$66,726.40						\$104,532.00		\$85,987.20
Finance Director/ACM					\$79,822.00		\$61,023.00			
Fleet Manager		\$52,000.00								
Line Mechanic Foreman				\$60,570.00			\$79,976.00	\$84,531.20		\$82,700.80
Gas Journeyman		\$49,795.20		\$52,873.60						\$71,614.40
Gas Superintendent		\$52,000.00		\$56,097.60						\$78,395.20
Library Director	\$50,939.00		\$58,240.00	\$49,025.00		\$46,322.00	\$77,552.00	\$62,300.00	\$43,680.00	
Line Mechanic- Apprentice	\$56,680.00	\$54,745.60		\$55,067.00			\$72,779.20	\$58,676.80		\$69,659.20
Line Mechanic- Apprentice	\$52,769.00			\$52,874.00				\$51,438.40		\$58,052.80
Line Mech App- 1st Phase	\$47,528.00									\$58,052.80
Line Mech App- 2nd Phase	\$49,358.40			\$52,873.60						\$61,921.60
Line Mech App- 3rd Phase										\$65,790.40
Line Mech App- 4th Phase										\$69,659.20
Line Mech- Non-Certified										\$73,528.00
Line Mech Journeyman	\$65,811.20									\$77,417.60
Meter Reader							\$64,272.00	\$68,120.00		\$51,875.20
Paramedic	\$57,833.00					\$50,816.00	. ,	• •	\$54,912.00	• •
Police Officer	\$64,958.00	\$58,240.00	\$81,348.80	\$58,490.00	\$69,249.00	\$46,613.00	\$68,411.00	\$70,634.48	\$74,343.36	\$62,400.00
Police Officer	\$63,356.00	\$58,240.00	\$74,505.60	•	\$67,891.00	\$46,613.00	\$68,411.00	\$70,634.48	\$73,797.36	\$62,400.00
Police Officer	\$62,566.00	\$58,240.00	\$68,161.60		\$62,400.00		\$68,411.00	\$70,634.48	\$73,164.00	\$56,160.00
Police Officer	,	\$58,240.00	\$65,062.40		\$62,400.00		\$68,411.00	\$66,033.48		\$54,912.00
Sergeant/Investigator		. ,	\$89,273.60		\$89,400.00		\$70,907.00	\$77,697.93	\$80,349.36	\$65,728.00
Power Plant Operator			,		,		\$80,350.40	\$84,250.00	,	\$78,395.20
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# City of Tipton Salary Comparisons

City Worker II (Addl)

Population FT EE <u>Position</u>	2363 24 <u>Bellevue</u>	2682 19 <u>Bloomfield</u>	3791 23 <u>Carter Lake</u>	2386 18 <u>Cascade*</u>	4477 19 <u>Dyersville</u>	2796 21 Grundy Center***	6064 52 <u>Independence*</u>	6128 46 <u>Maquoketa*</u>	4040 28 <u>Monticello</u>	3627 43 <u>Osage*</u>
Recreation/JKFAC Manager Utility Account Clerk Utility Account Clerk		\$52,000.00 \$42,244.80	\$65,000.00		\$56,827.00		\$78,587.00 \$39,769.60	\$47,318.95	\$62,745.00	\$49,920.00 \$51,875.20
A Results shown also include Park Recreation Coordinator (non-department head).  A Average top-out numbers for Paramedics in the MedicEMS survey. Lowest top-out was \$25.42 and highest was \$43.86; starting average was \$22.68  A Cities included in this column: Sac City, Alta, La Porte City, Milford, Forest City, Winterset, and Eldridge		\$52,000.00					\$73,454.00		\$72,580.00	
Other City Positions Accts Payable Clerk	Ć67.74F.00	\$42,244.80	¢70, 220, 90		ĆE2 000 00	¢47,402,00	Ć48 F0C 00	ĆE 240.00	¢5.4.202.00	¢47.500.00
Deputy City Clerk Financial Clerk	\$67,745.00		\$70,220.80		\$53,098.00	\$47,403.00	\$48,506.00	\$58,240.00 \$55,452.80	\$54,392.00	\$47,560.00
Office Assistant Chamber-Main St Dir			\$44,740.80			\$43,326.00	\$43,139.00			
Telecom Manager Telecom Customer Rep Telecom Customer Rep Telecom Office Mgr										\$78,395.20
Telecom System Tech Telecom System Tech										\$66,081.60 \$66,081.60
Communications Director Airport Manager City Worker I (Addl) City Worker I (Addl) City Worker I (Addl) City Worker II (Addl)				\$50,000.00			\$60,154.00			,00,001.00

# City of Tipton Salary Comparisons

Population	2363	2682	3791	2386	4477	2796	6064	6128	4040	3627
FT EE	24	19	23	18	19	21	52	46	28	43
<u>Position</u>	<u>Bellevue</u>	<u>Bloomfield</u>	Carter Lake	Cascade*	<u>Dyersville</u> <u>G</u>	rundy Center***	Independence*	Maquoketa*	Monticello	Osage*
Ci. Mada at I. (Addil)										
City Worker II (Addl)					¢64 542 00			¢60 545 30		¢54.700.00
PW Foreman					\$61,512.00	¢64,602,00		\$68,515.20		\$51,708.00
Street Supt	667 274 00		¢07.000.00			\$61,693.00	¢02 205 00	60476446		
Asst. Police Chief	\$67,371.00		\$97,968.00		677 420 00	\$56,160.00	\$82,295.00	\$84,764.16		
Sergeant			\$89,273.60		\$77,438.00			\$77,697.93	470.000.00	
Police Officer- SRO			450 200 40				450 444 00	460 000 50	\$72,363.20	
Police Officer			\$60,382.40				\$68,411.00	\$60,092.52		
Police Officer							\$68,411.00	\$60,092.52		
Police Officer							\$68,411.00	\$62,195.76		
Police Officer							\$68,411.00	\$62,195.76		
Police Officer							\$68,411.00			
Police Admin Asst		\$42,244.80	\$44,137.60				\$44,450.00		\$43,659.20	\$45,302.00
Head Dispatcher								\$66,030.44		
Dispatch								\$51,071.10		
Dispatch								\$60,030.44		
Dispatch								\$51,071.10		
Dispatch								\$52,858.59		
Dispatch								\$51,071.10		
Dispatch								\$60,030.44		
Building Official							\$68,286.00			
Community Center Event Mgr			\$44,500.00				\$54,309.00			
Park & Rec Admin Asst										
Parks & Rec Coord							\$59,620.00			
Parks & Rec Coord Sr										
Parks Foreman										
Parks Technician							\$54,309.00			
Asst Lib Director							\$59,717.00			
Librarian			\$42,640.00			\$34,278.00	\$45,635.00	\$51,272.00	\$38,386.00	
Librarian			\$39,520.00			\$32,136.00	, -,	\$40,140.00	\$32,323.20	
Cemetery			,,			7-2,2-3-3-3		¥,=	\$51,147.20	
Fire Chief							\$71,006.00		,,	
Fire Lt.							\$55,349.00			
Fire Lt.							\$55,349.00			
Paramedic (Addl)						\$49,378.00	455,5 .5.00		\$52,832.00	
Paramedic (Addl)						\$44,512.00			<del>+32,032.00</del>	
Paramedic (Addl)						\$43,370.00				
rarameure (Addi)						γ <del>-</del> 3,370.00				

City of Tipton
Salary Comparisons

Population FT EE	2363 24	2682 19	3791 23	2386	4477 19	2796 21	6064 52	6128 46	4040	3627 43
<u>Position</u>	<u>Bellevue</u>	<u>Bloomfield</u>	Carter Lake	<u>Cascade*</u>	<u>Dyersville</u> Gru	undy Center***	Independence*	Maquoketa*	<u>Monticello</u>	Osage*
AEMT									\$48,672.00	
EMT/Fire Coord.			\$60,000.00							
Utilities Gen Mgr				\$68,517.00			\$116,391.00	\$123,374.00		\$100,298.00
Utilities Asst GM							\$98,614.00			
Utility Office Manager							\$51,025.00	\$41,558.40		\$78,395.20
<b>Utility Customer Service Rep</b>	\$51,480.00						\$33,425.60	\$32,448.00		
Utility Accountant								\$57,000.00		
Meter Reader (Addl)										\$51,875.20
Line Mechanic (Addl)	\$70,486.00						\$75,816.00	\$80,371.20		\$77,417.60
Line Mechanic (Addl)										
Line Mechanic (Addl)										
Line Mechanic (Addl)										
Line Mechanic Apprent.				\$51,813.00						
Electric Mechanic/Operator							\$62,462.40	\$64,335.20		\$71,614.40
Electric Mechanic/Operator								\$45,052.80		
Electric Mechanic/Operator										
Electric Office Asst										
Electric Groundman								\$35,297.60		
Water Operator		\$49,795.20			\$60,044.00	\$54,662.00	\$52,770.00			
Water Operator Sr							\$54,517.00			
Wastewater Operator					\$60,306.00	\$55,266.00	\$52,770.00			
Wastewater Operator Sr							\$54,517.00			
Wastewater Maintenance									¢54.667.20	
Water/WW Operator									\$51,667.20	
Water/WW Operator							¢54.517.00		\$51,667.20	
WW Lab Tech	\$78,187.00						\$54,517.00			\$54,600.00
Water Superintendent Wastewater Supt.	\$78,187.00									\$54,600.00
wastewater supt.	00.00 ئورى/د									\$34,000.00

City of Tipton \* City + Separate Utilities \*\* Utilities Only Salary Comparisons \*\*\*City Only Population 2611 4938 2924 3723 3,756 3,627 3149 FT EE 20 49 29 19 **Greenfield Survey** Library Rock Rapids\* **Vinton** Others 2K-7K^^^ Size D Ave Position Wilton # Mean Median Tipton \$108,952.00 City Manager \$97,850.00 \$81,112.00 \$104,556.45 \$100,925.00 \$120,189.94 5 Admin Asst \$43,825.00 \$35,963.00 \$43,632.96 \$43,971.20 \$48,755.20 Ambulance Service Director 2 \$64,386.20 \$64,386.20 \$62,521.06 Aquatic Supervisor^ \$50.400.00 \$48,265.60 \$47,257.00 \$37,311.04 City Clerk \$84,000.00 \$52,868.00 8 \$63,558.68 \$55,577.50 \$57,636.80 City Worker I \$52,769.00 \$49,504.00 \$49,257.80 \$49,649.60 12 \$54.600.00 \$55.140.80 12 \$53.549.48 \$54.558.50 City Worker II \$54,100.00 \$57,616.00 \$54,600.00 \$52,062.00 9 \$53.081.38 \$54,122.00 \$49,119.20 City Worker II City Worker II \$54,600.00 \$51,293.00 4 \$51,916.75 \$52,905.00 \$46,779.20 2 Maint Worker II- Refuse \$50,440.00 \$51,584.00 \$51,584.00 \$52,070.72 Chief of Police \$86,652.00 \$78,140.00 \$84,173.00 13 \$85,611.88 \$84,173.00 \$95,818.84 Dir of Public Works \$72,749.00 \$84,000.00 \$68,610.00 \$71,780.80 14 \$72,585.42 \$71,068.40 \$76,883.12 **ED Director** 0 #DIV/0! #NUM! \$60,392.02 **Electric Supt** 5 \$88,223.48 \$86,132.80 \$93,600.00 \$86,132.80 Finance Director/ACM 3 \$70,981.67 \$72,100.00 \$72,100.00 \$98,716.80 2 Fleet Manager \$64.958.40 \$58,479,20 \$58,479,20 \$65,898.56 Line Mechanic Foreman \$77,708.80 5 \$77,097.36 \$79,976.00 Gas Journeyman \$66,560.00 4 \$60,210.80 \$59,716.80 \$55,253.12 Gas Superintendent 3 \$62,164.27 \$56,097.60 \$52,448.50 Library Director \$51,171.00 \$79,494.00 \$53,726.00 \$50,409.13 \$54,250.56 12 \$56,425.72 \$48,782.50 Line Mechanic- Apprentice \$59,904.00 \$61.073.11 \$58,676,80 \$57.116.80 Line Mechanic- Apprentice 4 \$53,783.55 \$52,821.50 \$56,534.40 \$55,504.80 \$57,293.60 Line Mech App- 1st Phase \$59,904.00 Line Mech App- 2nd Phase \$60,195.20 \$56,087.20 \$56,534.40 2 Line Mech App- 3rd Phase \$68,702.40 \$67,246.40 \$67,246.40 2 Line Mech App- 4th Phase \$69,971.20 \$69,815.20 \$69,815.20 3 Line Mech- Non-Certified \$74,880.00 \$67,121.60 \$71,843.20 \$73,528.00 Line Mech Journeyman \$76,377.60 3 \$73,202.13 \$76,377.60 Meter Reader \$55.162.00 4 \$59.857.30 \$59.717.00 3 Paramedic \$54.520.33 \$54.912.00 \$50,275.68 Police Officer \$59,030.00 \$63,814.00 \$66,476.80 13 \$64,923.73 \$64,958.00 \$70,294.22 Police Officer \$59,030.00 \$63,814.00 11 \$64,426.59 \$63,814.00 \$70,294.22 Police Officer \$59,030.00 \$63,814.00 10 \$64,258.11 \$63,190.00 \$65,891.28 Police Officer \$59,030.00 \$60,195.00 8 \$61,785.49 \$61,297.50 \$61,503.62 Sergeant/Investigator \$75,696.00 \$69,430.00 \$77,310.24 \$76,696.97 \$74,387.04 5 **Power Plant Operator** \$70,512.00 \$78,582.40 \$78,418.00 \$78,582.40 \$70,304.00

City of Tipton Salary Comparisons			arate Utilities Utilities Only ***City Only						
Population	2611	4938	2924	3723			3,756	3,627	3149
FT EE	20	49	19	<b>Greenfield Survey</b>	Library				29
<u>Position</u>	Rock Rapids*	<u>Vinton</u>	Wilton	Others 2K-7K^^^	Size D Ave	<u>#</u>	<u>Mean</u>	<u>Median</u>	<u>Tipton</u>
Recreation/JKFAC Manager		\$84,000.00				7	\$64,154.14	\$62,745.00	\$64,023.96
Utility Account Clerk	\$58,240.00	7 - 1,000 - 100		\$45,739.20		6	\$47,531.29	\$46,529.08	\$46,571.20
Utility Account Clerk	700/= 10100			¥ 15/1 551=5		0	#DIV/0!	#NUM!	\$46,571.20
Water/Wastewater Supv.	\$66,560.00	\$84,000.00	\$67,036.00			6	\$69,271.67	\$69,808.00	\$74,131.72
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^ Results shown also include Park & Recreation Coordinator (non-department head). ^^ Average top-out numbers for Paramedics in the MedicEMS survey. Lowest top-out was \$25.42 and highest was \$43.86; starting average was \$22.68 ^^^ Cities included in this column: Sac City, Alta, La Porte City, Milford, Forest City, Winterset, and Eldridge									
Other City Positions		900000							
Accts Payable Clerk						1	\$42,244.80	\$42,244.80	
Deputy City Clerk				\$52,000.00		9	\$55,462.76	\$53,098.00	
Financial Clerk						1	\$55,452.80	\$55,452.80	
Office Assistant						2	\$43,939.90	\$43,939.90	
Chamber-Main St Dir						1	\$43,326.00	\$43,326.00	
Telecom Manager		\$120,000.00				2	\$99,197.60	\$99,197.60	
Telecom Customer Rep		\$62,400.00				1	\$62,400.00	\$62,400.00	
Telecom Customer Rep		\$46,883.00				1	\$46,883.00	\$46,883.00	
Telecom Office Mgr		\$53,560.00				1	\$53,560.00	\$53,560.00	
Telecom System Tech						1	\$66,081.60	\$66,081.60	
Telecom System Tech						1	\$66,081.60	\$66,081.60	
Communications Director						1	\$50,000.00	\$50,000.00	
Airport Manager					8 8 8	1	\$60,154.00	\$60,154.00	
City Worker I (Addl)	\$52,769.00					1	\$52,769.00	\$52,769.00	
City Worker I (Addl)	\$52,769.00					1	\$52,769.00	\$52,769.00	
City Worker I (Addl)	\$47,486.00					1	\$47,486.00	\$47,486.00	
City Worker II (Addl)		\$54,600.00				1	\$54,600.00	\$54,600.00	
City Worker II (Addl)		\$53,123.00				1	\$53,123.00	\$53,123.00	

City of Tipton Salary Comparisons Population	2611		arate Utilities Utilities Only ***City Only 2924	3723			3,756	3,627	3149
FT EE	20	49	19	Greenfield Survey	Library		•	•	29
<u>Position</u>	Rock Rapids*	<u>Vinton</u>	Wilton	Others 2K-7K^^^	Size D Ave	<u>#</u>	<u>Mean</u>	Median	<u>Tipton</u>
City Worker II (Addl)		\$52,416.00				1	\$52,416.00	\$52,416.00	
PW Foreman						3	\$60,578.40	\$61,512.00	
Street Supt						1	\$61,693.00	\$61,693.00	
Asst. Police Chief						5	\$77,711.63	\$82,295.00	
Sergeant		\$67,642.00				4	\$78,012.88	\$77,567.97	
Police Officer- SRO		\$59,030.00				2	\$65,696.60	\$65,696.60	
Police Officer		\$59,030.00	\$60,195.00			5	\$61,622.18	\$60,195.00	
Police Officer						2	\$64,251.76	\$64,251.76	
Police Officer						2	\$65,303.38	\$65,303.38	
Police Officer						2	\$65,303.38	\$65,303.38	
Police Officer						1	\$68,411.00	\$68,411.00	
Police Admin Asst		\$47,008.00				6	\$44,466.93	\$44,293.80	
Head Dispatcher						1	\$66,030.44	\$66,030.44	
Dispatch						1	\$51,071.10	\$51,071.10	
Dispatch						1	\$60,030.44	\$60,030.44	
Dispatch						1	\$51,071.10	\$51,071.10	
Dispatch						1	\$52,858.59	\$52,858.59	
Dispatch						1	\$51,071.10	\$51,071.10	
Dispatch						1	\$60,030.44	\$60,030.44	
<b>Building Official</b>		\$63,000.00				2	\$65,643.00	\$65,643.00	
Community Center Event Mgr						2	\$49,404.50	\$49,404.50	
Park & Rec Admin Asst		\$46,218.00				1	\$46,218.00	\$46,218.00	
Parks & Rec Coord						1	\$59,620.00	\$59,620.00	
Parks & Rec Coord Sr		\$42,000.00				1	\$42,000.00	\$42,000.00	
Parks Foreman		\$59,966.00				1	\$59,966.00	\$59,966.00	
Parks Technician	\$52,769.00					2	\$53,539.00	\$53,539.00	
Asst Lib Director						1	\$59,717.00	\$59,717.00	
Librarian		\$41,600.00	\$31,850.00			7	\$40,808.71	\$41,600.00	
Librarian		\$32,136.00				5	\$35,251.04	\$32,323.20	
Cemetery						1	\$51,147.20	\$51,147.20	
Fire Chief						1	\$71,006.00	\$71,006.00	
Fire Lt.						1	\$55,349.00	\$55,349.00	
Fire Lt.						1	\$55,349.00	\$55,349.00	
Paramedic (Addl)						2	\$51,105.00	\$51,105.00	
Paramedic (Addl)						1	\$44,512.00	\$44,512.00	
Paramedic (Addl)						1	\$43,370.00	\$43,370.00	
					•		•	•	

City of Tipton Salary Comparisons			arate Utilities Utilities Only ***City Only						
Population	2611	4938	2924	3723			3,756	3,627	3149
FT EE	20	49	19	<b>Greenfield Survey</b>	Library				29
<u>Position</u>	Rock Rapids*	<u>Vinton</u>	<u>Wilton</u>	Others 2K-7K^^^	Size D Ave	<u>#</u>	<u>Mean</u>	<u>Median</u>	<u>Tipton</u>
AEMT						1	\$48,672.00	\$48,672.00	
EMT/Fire Coord.						1	\$60,000.00	\$60,000.00	
Utilities Gen Mgr	\$105,000.00	\$120,000.00		\$108,548.00		7	\$106,018.29	\$108,548.00	
Utilities Asst GM	\$89,000.00			\$87,848.00		3	\$91,820.67	\$89,000.00	
Utility Office Manager	\$58,240.00			\$51,709.00		5	\$56,185.52	\$51,709.00	
Utility Customer Service Rep						3	\$39,117.87	\$33,425.60	
Utility Accountant						1	\$57,000.00	\$57,000.00	
, Meter Reader (Addl)						1	\$51,875.20	\$51,875.20	
Line Mechanic (Addl)	\$74,880.00	\$91,894.00		\$76,377.60		7	\$78,177.49	\$76,377.60	
Line Mechanic (Addl)	, ,	\$82,846.00		. ,		1	\$82,846.00	\$82,846.00	
Line Mechanic (Addl)		\$82,846.00				1	\$82,846.00	\$82,846.00	
Line Mechanic (Addl)		\$82,846.00				1	\$82,846.00	\$82,846.00	
Line Mechanic Apprent.		, , , , , , , , ,				1	\$51,813.00	\$51,813.00	
Electric Mechanic/Operator		\$70,512.00				4	\$67,231.00	\$67,423.60	
Electric Mechanic/Operator		\$70,512.00				2	\$57,782.40	\$57,782.40	
Electric Mechanic/Operator		\$56,409.00				1	\$56,409.00	\$56,409.00	
Electric Office Asst		\$49,462.00				1	\$49,462.00	\$49,462.00	
Electric Groundman		ψ .5) .02.00				1	\$35,297.60	\$35,297.60	
Water Operator				\$58,115.20		5	\$55,077.28	\$54,662.00	
Water Operator Sr		\$60,008.00		\$73,840.00		3	\$62,788.33	\$60,008.00	
Wastewater Operator	\$53,248.00	<b>400,000.00</b>		φ7.5,610.00		4	\$55,397.50	\$54,257.00	
Wastewater Operator Sr	φ33,2 10.00	\$60,008.00		\$60,320.00		3	\$58,281.67	\$60,008.00	
Wastewater Maintenance		\$50,960.00		<b>700,320.00</b>		1	\$50,960.00	\$50,960.00	
Water/WW Operator		\$54,621.00				2	\$53,144.10	\$53,144.10	
Water/WW Operator		754,021.00				1	\$51,667.20	\$51,667.20	
WW Lab Tech						1	\$54,517.00	\$54,517.00	
Water Superintendent				\$81,369.60		3	\$71,385.53	\$78,187.00	
Wastewater Supt.				\$74,318.40		3	\$66,428.13	\$70,366.00	
ννασιονατοι συρτ.				7/4,310.40	8	3	700,420.13	770,300.00	

City of Tipton 10/15/2023 22:26

Calan	/ Comparisons
Salai	Culliparisons

	Outside Comps					
Population						
FT EE						
<u>Position</u>	<u>Cedar County</u>	Mid-American	Estherville Study Me	edicEMS^^ Coralville		
City Manager			\$122,060.95	\$218,691.00		
Admin Asst			\$44,111.27	\$56,992.00		
Ambulance Service Director			Ç	68,910.40		
Aquatic Supervisor^			\$55,954.86	\$98,467.00		
City Clerk			\$75,420.02	\$83,740.00		
City Worker I	\$59,696.00		\$49,826.30	\$49,536.00		
City Worker II	\$60,465.60		\$54,091.37	\$58,608.00		
City Worker II	\$60,465.60		\$54,091.37	\$58,608.00		
City Worker II	\$60,465.60		\$54,091.37	\$58,608.00		
Maint Worker II- Refuse	\$47,008.00		\$54,091.37	\$58,608.00		
Chief of Police	\$148,463.22		\$93,159.23	\$145,329.00		
Dir of Public Works	\$79,372.80		\$87,912.85	\$108,950.00		
ED Director			\$103,108.14			
Electric Supt			\$101,292.53			
Finance Director/ACM	\$79,126.84		\$86,126.58	\$149,697.00		
Fleet Manager	\$62,212.80	\$78,270.40	\$67,958.70	\$65,124.00		
Line Mechanic Foreman			\$89,627.10			
Gas Journeyman		\$86,028.80				
Gas Superintendent						
Library Director			\$64,066.80	\$153,046.00		
Line Mechanic- Apprentice			\$84,933.33			
Line Mechanic- Apprentice			\$64,063.01			
Line Mech App- 1st Phase		\$72,342.40				
Line Mech App- 2nd Phase		\$75,420.80				
Line Mech App- 3rd Phase		\$80,163.20				
Line Mech App- 4th Phase		\$84,468.80				
Line Mech- Non-Certified						
Line Mech Journeyman		\$100,526.40				
Meter Reader		\$76,918.40	\$63,086.40			
Paramedic			Ş	68,910.40		
Police Officer	\$92,047.00		\$64,410.27	\$85,181.00		
Police Officer	\$92,047.00		\$64,410.27	\$85,181.00		
Police Officer	\$92,047.00		\$64,410.27	\$85,181.00		
Police Officer	\$92,047.00		\$64,410.27	\$85,181.00		
Sergeant/Investigator	\$126,193.74		\$69,930.90	\$120,931.00		
Power Plant Operator			\$64,726.00			

City of Tipton

10/15/2023 22:26

Salary Comparisons

#### Population

FT EE

<u>Position</u>	Cedar County	Mid-American	Estherville Study MedicEMS^^	<u>Coralville</u>
Recreation/JKFAC Manager	\$82,798.98		\$72,928.04	\$128,814.00
Utility Account Clerk			\$49,807.34	\$92,435.00
Utility Account Clerk			\$49,807.34	\$74,110.00
Water/Wastewater Supv.			\$84,319.92	

Outside Comps

& Recreation Coordinator (non-department head).

^^ Average top-out numbers for

Paramedics in the MedicEMS

survey. Lowest top-out was

\$25.42 and highest was \$43.86;

starting average was \$22.68

^^^ Cities included in this column:

Sac City, Alta, La Porte City,

Milford, Forest City, Winterset, and

Eldridge

#### Other City Positions

Accts Payable Clerk

Deputy City Clerk

Financial Clerk

Office Assistant

Chamber-Main St Dir

Telecom Manager

Telecom Customer Rep

Telecom Customer Rep

Telecom Office Mgr

Telecom System Tech

Telecom System Tech

**Communications Director** 

Airport Manager

City Worker I (Addl)

City Worker I (Addl)

City Worker I (Addl)

City Worker II (Addl)

City Worker II (Addl)

<sup>^</sup> Results shown also include Park

City of Tipton

10/15/2023 22:26

**Salary Comparisons** 

**Outside Comps** 

Population

FT EE

<u>Position</u> <u>Cedar County</u> <u>Mid-American</u> <u>Estherville Study MedicEMS^^</u> <u>Coralville</u>

City Worker II (Addl)

PW Foreman

Street Supt

Asst. Police Chief \$126,193.74

Sergeant

Police Officer- SRO

Police Officer

Police Officer

Police Officer

Police Officer

Police Officer

Police Admin Asst

Head Dispatcher

Dispatch

Dispatch

Dispatch

Dispatch

Dispatch

Dispatch

**Building Official** 

Community Center Event Mgr

Park & Rec Admin Asst

Parks & Rec Coord

Parks & Rec Coord Sr

Parks Foreman

Parks Technician

Asst Lib Director

Librarian

Librarian

Cemetery

Fire Chief

Fire Lt.

Fire Lt.

Paramedic (Addl)

Paramedic (Addl)

Paramedic (Addl)

City of Tipton **Salary Comparisons**  10/15/2023 22:26

Population

FT EE

**Position** Cedar County Mid-American Estherville Study MedicEMS^^ Coralville

**Outside Comps** 

**AEMT** 

EMT/Fire Coord.

Utilities Gen Mgr

Utilities Asst GM

**Utility Office Manager** 

**Utility Customer Service Rep** 

**Utility Accountant** 

Meter Reader (Addl)

Line Mechanic Apprent.

Electric Mechanic/Operator

Electric Mechanic/Operator

Electric Mechanic/Operator

Electric Office Asst

Electric Groundman

Water Operator

Water Operator Sr

Wastewater Operator

Wastewater Operator Sr

Wastewater Maintenance

Water/WW Operator

Water/WW Operator

WW Lab Tech

Water Superintendent \$112,528.00

Wastewater Supt. \$124,072.00

	osition			City Admin	mbulan	e Dietor		jity (leh		Police Chief		pwdiretor	librandret	ģ	Parks and Rec Director	115	Superintendent
City	Population	FTE			6.		•	<i>ა</i>					<b>♦</b> 50.0		Q*	12.	
Bellevue	2363	24	\$	81,284			_	50.000	\$	80,205	\$	72,217	\$ 50,9	39	<b>.</b>		
Bloomfield	2682	19					\$	50,000	\$	75,000	\$	52,000	ć F0.3	40	\$ 52,000	\$	52,000
Carter Lake	3791	23	۲	104 000			\$	76,294	\$	122,470	\$	65,000	\$ 58,2		\$ 65,000		
Cascade	2386	18		104,000			\$	55,640	\$	69,628	\$	69,077	\$ 49,0	25	ć FC 027		
Dyersville	4477	19 21	\$	137,904	۲	C7 4F4	۲.	FF F1F	\$	101,804	т	104,040	¢ 4C 3	22	\$ 56,827		
Grundy Center	2796	52	\$	126,000	\$	67,454	\$	55,515	\$	57,512 92,571	\$	84,822 70,356	\$ 46,3 \$ 77,5		¢ 70 F07	\$	73,454
Independence	6064 6128	46							\$	92,700	\$	83,570			\$ 78,587	Ş	75,454
Maquoketa Monticello	4040	28		131,963 96,500	\$	61,318	\$	79,152	\$	88,234	\$	63,894	\$ 62,3 \$ 43,6		\$ 62,745	\$	72,580
Osage	3627	43		80,000	Ş	01,510	\$	55,000	\$	83,865	\$	54,080	ې 45,0	00	\$ 49,920	Ş	72,360
Rock Rapids	2611	20		97,850			۲	33,000	٧	65,665	\$	72,749	\$ 51,1	71	7 45,520	\$	66,560
Tipton	3149	29	\$	120,190	\$	62,521	\$	57,637	\$	95,818	\$	76,883	\$ 48,7		\$ 64,023	\$	74,131
Vinton	4938	49		108,952	7	02,321	\$	84,000	\$	86,652	\$	84,000	\$ 79,4		\$ 84,000	\$	84,000
Wilton	2924	19		81,112			\$	52,868	\$	78,140	\$	68,610	\$ 73,7		φ σ-,σσσ	\$	67,036
Greenfield Surve			~	01,111			7	32,000	\$	84,173	\$	71,780	\$ 50,4			Ψ	- 07,030
Library Class D**									7	01,170	7	72,700	\$ 54,2				
Mean			\$	104,556	\$	64,386	\$	63,558	\$	85,612	\$	72,585	\$ 56,4		\$ 64,154	\$	69,271
Median			\$	100,925	\$	64,386	\$	55,577	\$	84,173	\$	71,068	\$ 52,4		\$ 62,745	\$	69,808
*Survey of other communities 2,000-7,000 population  ** Monticello is an accredited Class D Library																	

															Approved by Comp				
												Approve	ed by Comp		Committe				
												Commit	tee 1/10/22		e 1/17/23	4%	5%		6.50%
	FY 17	FY 18	FY18 %	FY 19	FY19 %	FY 20	FY20 %	FY 21	FY21 %	FY22	FY229	%	FY23	FY23 %	FY24				
Russ										\$ 95,000		1.6 Russ	\$ 96,500	*	\$ 96,500	\$ 100,360.00	\$ 101,325.00	\$ 1	.02,772.50
Britt	\$61,682	\$63,533	3.00%	\$65,120	2%	\$71,121	9%	\$77,900	10%	6 \$ 79,848		2.5 Britt	\$ 90,000	12.7	\$ 87,194	\$ 90,681.76	\$ 91,553.70	\$	92,861.61
Sally	\$60,365	\$61,573	2.00%	\$63,112	2%	\$64,690	3%	\$66,307	29	6 \$ 67,965		2.5 Sally	\$ 71,363	8	\$ 77,072	\$ 80,154.88	\$ 80,925.60	\$	82,081.68
Nick	\$19.20	\$19.65	2.34%	\$20.10	2%	\$52,500	25%	\$54,075	39	6 \$ 55,427		2.5 Nick	\$ 58,198	8	\$ 62,854	\$ 65,368.16	\$ 65,996.70	\$	66,939.51
Lori	\$21.25	\$21.70	2.12%	\$22.15	2%	\$23.75	7%	\$25.30	79	6 \$ 25.93		2.5 Lori	\$ 27.23	7.3	\$ 86,100	\$ 89,544.00	\$ 90,405.00	\$	91,696.50
Jacob		\$48,000		\$48,000	0%	\$49,200	3%	\$53,000	89	6 \$ 54,325		2.5 Jacob	\$ 57,041	10	\$ 62,745	\$ 65,254.80	\$ 65,882.25	\$	66,823.43
Shannon				\$40,000		\$41,000	3%	\$42,230	3%	6 \$ 43,286		2.5 Shannon	\$ 45,450						
Kegan												Kegan	\$ 36,000	10	\$ 39,600				
Grace												Grace			\$ 41,000	\$ 42,640.00	\$ 43,050.00	\$	43,665.00
Jim	\$23.30	\$23.75	1.93%	\$24.20	2%	\$58,000	15%	\$61,000	59	6 \$ 64,000		4.9 Jim	\$ 67,000	6	\$ 71,020	\$ 73,860.80	\$ 74,571.00	\$	75,636.30
Faith***												Faith	\$ 42,000	4	\$ 43,680	***	\$ 45,864.00	\$	46,519.20
Penny Sch	mit***											Penny	\$ 18.45			***	\$ 19.37	\$	19.65
, Molli Hun												Molli	\$ 15.54			***	\$ 16.32	\$	16.55

<sup>\*\*\*</sup> Salary and Raises set by Library Board, Council can set higher but will need subsequent Library Board concurrence

# The City of Monticello, Iowa

#### **RESOLUTION #**

Adopting FY '25 Salary for the non-hourly employees

**WHEREAS**, most hourly permanent employees were granted 3 years of wage increases and other benefits by Resolution 2023-68, and

WHEREAS, most part-time and seasonal employees were hired and granted wages by prior Resolutions of the Council, and

WHEREAS, the Library staff wages are set by the Library Board, and

WHEREAS, Department Heads and several other employees or positions are not covered by the prior Resolutions and do not have negotiated employment agreements (City Clerk, Public Works Director, Water/Wastewater Director, Park and Rec. Director, Park and Recreation Superintendent, Ambulance on-call personnel and volunteers), and

WHEREAS, Other employees or positions still need salaries set forth annually (City Administrator, Police Chief), and

**WHEREAS**, The City Council has historically approved wage or salary increases for those positions annually, and

WHEREAS, based upon the recommendation of the City Administrator the wages of On-Call Ambulance staff/volunteers are proposed to be set as follows (in accordance with Resolution 2023-68):

On-Call/Driver: \$ 8.00/Hour All employees regardless of Certification when **On-Call** EMT: \$20.42/Hour **When On-A-Call/Treating or Transporting a Patient** AEMT: \$23.57/Hour **When On-A-Call/Treating or Transporting a Patient** \$26.72/Hour **When On-A-Call/Treating or Transporting a Patient** 

**WHEREAS**, The Airport Manager is a "contract" position with the manager being paid an annual stipend by the City with the annual increase normally being based upon the recommendation of the Airport Commission, which recommended a stipend of \$30,000 for FY'25, and

**WHEREAS**, the Council finds that the following positions: City Administrator, Public Works Director, Water/Wastewater Superintendent, City Clerk, Park and Rec. Director, Park and Rec Superintendent, Ambulance Director and Police Chief should receive a salary as stated below to take effect with the 1<sup>st</sup> pay period including July 1, 2024:

Russ Farnum (City Administrator)	\$
Nick Kahler (Director of Public Works)	\$
Sally Hinrichsen (City Clerk)	\$
Jacob Oswald (Park and Rec Director)	\$
Grace Dupuy (Park and Rec Superintendent)	\$
Jim Tjaden (Water/Wastewater Superintendent)	\$
Lori Lynch (Ambulance Director)	\$
Britt Smith (Police Chief)	\$

**WHEREAS,** in Resolutions 2023-68, 2023-81, and 2023-95, the Council granted revisions to the Longevity Pay, which shall apply to all permanent, full-time staff as follows:

### **Longevity Pay:**

- A. Longevity Pay, as outlined in the Employee Handbook, shall herein be modified and apply for all full-time employees, for continuous service to the City, as follows:
  - i. At the beginning of the 10th year of employment, employee will receive an additional \$ 0.25 per hour wage increase, in addition to any steps or other adjustments in effect at the time.
  - ii. At the beginning of the 15th year of employment, employee will receive an additional \$ 0.50 per hour wage increase, in addition to any steps or other adjustments in effect at the time.
  - iii. At the beginning of the 20th year of employment, employee will receive an additional \$ 0.75 per hour wage increase, in addition to any steps or other adjustments in effect at the time.
  - iv. At the beginning of the 25<sup>th</sup> year of employment, employee will receive an additional \$1.00 per hour wage increase, in addition to any steps or other adjustments in effect at the time.
- B. Longevity Pay shall be subject to the same payroll deductions that are applied to regular wages.

WHEREAS, in Resolution 2023-68, 2023-81, and 2023-95, the Council granted revisions to the City contribution toward health insurance, which shall apply to all permanent, full-time staff as follows:

### **City Contributions toward Health Insurance:**

- A. Beginning July 1, 2023, the City shall provide the following contribution toward employee health insurance coverage:
  - i. For Single coverage, the City shall pay the full premium;

- ii. For Single + Spouse, or Single + Dependent coverage, the City shall pay the equivalent of:
  - a) the Single premium, plus
  - b) \$70.00, plus
  - c) \$250.00.
  - iii. For Family coverage, the City shall pay the equivalent of:
    - a) the Single premium, plus
    - b) \$70.00, plus
    - c) \$500.00.
- B. The difference between the City contribution and the cost of the selected health insurance coverage shall be the responsibility of the Employee.
- C. The City has the right to change insurance plans to provide coverage and deductibles similar to, but not necessarily identical to, the coverage outlined in the Employee Handbook, and

WHEREAS, all of the above wage increases have been accounted for within the proposed FY '25 Budget,

**NOW THEREFORE BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve of the wages and salary increases as set out above, all of said wages and salaries shall be retroactive, if necessary, in order to take effect and be applicable to the first payroll issued during the month of July, 2024.

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

	this 4 <sup>th</sup> day of March, 2024.	
Au .	Wayne Peach, Mayor	
Attest:		
Sally Hinrichsen, City (	Clerk/Treasurer	

# The City of Monticello, Iowa

#### **RESOLUTION #**

Acknowledging Monticello Library Director and Library Staff wages for FY '25

WHEREAS, Most City employees' wages are covered by employment agreements where wages and planned increases were bargained for and previously determined, and

**WHEREAS**, the Library Director and Library staff are not covered by the employment agreement and their wages are set by the Library Board which approved 5% wage increases as part of the FY '25 budget, and Compensation Committee recommended a 6½% increase.

	Faith Brehm (Library Director)	\$ Salary
	Molli Hunter (Technology and Adult Services)	\$ per hour
	Penny Schmit (Youth Services and Outreach)	\$ per hour
And		

**WHEREAS,** in Resolution 2023-68, the Council granted revisions to the Longevity Pay, which shall apply to all permanent, full-time staff as follows:

### **Longevity Pay:**

- A. Longevity Pay, as outlined in the Employee Handbook, shall herein be modified and apply for all full-time employees, for continuous service to the City, as follows:
  - i. At the beginning of the 10th year of employment, employee will receive an additional \$ 0.25 per hour wage increase, in addition to any steps or other adjustments in effect at the time.
  - ii. At the beginning of the 15th year of employment, employee will receive an additional \$ 0.50 per hour wage increase, in addition to any steps or other adjustments in effect at the time.
  - iii. At the beginning of the 20th year of employment, employee will receive an additional \$ 0.75 per hour wage increase, in addition to any steps or other adjustments in effect at the time.
  - iv. At the beginning of the 25<sup>th</sup> year of employment, employee will receive an additional \$1.00 per hour wage increase, in addition to any steps or other adjustments in effect at the time.
- B. Longevity Pay shall be subject to the same payroll deductions that are applied to regular wages.

**WHEREAS,** in Resolution 2023-68, the Council granted revisions to the City contribution toward health insurance, which shall apply to all permanent, full-time staff as follows:

### **City Contributions toward Health Insurance:**

- A. Beginning July 1, 2023, the City shall provide the following contribution toward employee health insurance coverage:
  - i. For Single coverage, the City shall pay the full premium;
  - ii. For Single + Spouse, or Single + Dependent coverage, the City shall pay the equivalent of:
    - a) the Single premium, plus
    - b) \$70.00, plus
    - c) \$250.00.
  - iii. For Family coverage, the City shall pay the equivalent of:
    - a) the Single premium, plus
    - b) \$70.00, plus
    - c) \$500.00.
- B. The difference between the City contribution and the cost of the selected health insurance coverage shall be the responsibility of the Employee.
- C. The City has the right to change insurance plans to provide coverage and deductibles similar to, but not necessarily identical to, the coverage outlined in the Employee Handbook, and

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

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

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

	this 4 <sup>th</sup> day of March, 2024.	
Attest:	Wayne Peach, Mayor	
Sally Hinrichsen, City Cle	erk/Treasurer	

City Council Meeting Prep. Date: 4/29/2024 Preparer: Sally Hinrichsen



Agenda Item: 7 Agenda Date: 3/4/2024

### Communication Page

**Agenda Items Description:** Ordinance amending the Monticello Code of Ordinances, by adding a new paragraph pertaining to Street Grades

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

Attachments & Enclosures: Resolution	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure:
	Revenue:

**Synopsis:** Monticello City Code Chapter 138 lists the official grades for permanent street improvements.

**Background:** As City make permanent street improvements, we are to maintain a list of street grades.

The street grades for Sycamore and Chestnut have been prepared by the City Engineer and are ready to be approved.

**Recommendation:** Approval of the ordinance is recommended.

### ORDINANCE NO.

An ordinance amending the Monticello Code of Ordinances, by adding a new paragraph pertaining to Street Grades

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

SECTION 1. PARAGRAPH ADDED. Chapter 138, Section 02, of the Code of Ordinances of the City of Monticello, is hereby adopted to read as follows:

**138.02 RECORDS MAINTAINED.** The Clerk shall maintain a record of all established grades and furnished information concerning such grades upon request:

North Chestnut Street – From the southerly line of West  $2^{nd}$  Street to the northerly line of West  $3^{rd}$  Street

<u>Station</u>	Centerline Grade
12+47.8	847.13 South end of return – West 2 <sup>nd</sup> Street
12+87.8	848.37 Centerline of West 2 <sup>nd</sup> Street
13+00	848.73
14+00	851.78
15+00	854.48
16+00	859.74
17+00	863.74
17+03.2	863.83 Centerline of West 3 <sup>rd</sup> Street
17+42.2	863.36 North end of return – West 3 <sup>rd</sup> Street

North Sycamore Street – From the northerly line of East  $1^{\rm st}$  Street to the southerly line of East  $7^{\rm th}$  Street

<u>Station</u>	Centerline Grade
10+78.8	828.10 North end of return – East 1st Street
11+00	827.85
12+00	826.01
13+00	825.10
14+00	824.53
15+00	823.66
15+22.6	824.11 Centerline of East 2 <sup>nd</sup> Street
16+00	824.56
17+00	825.27
18+00	825.98
19+00	826.69
19+39.1	826.97 Centerline of East 3 <sup>rd</sup> Street
20+00	827.40

21+00	828.11
22+00	828.82
23+00	829.53
23+51.6	829.89 Centerline of East 4 <sup>th</sup> Street
24+00	830.07
25+00	829.53
26+00	829.85
27+00	830.34
28+00	830.09
29+00	829.49
30+00	828.90
31+00	828.70
32+00	829.10
32+02.9	829.11 Centerline of East 6 <sup>th</sup> Street
33+00	829.10
34+00	828.70
35+00	828.20
36+00	827.70
37+00	826.82
37+42.3	826.44 North end of return – East 7 <sup>th</sup> Street

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved by the Council this	th day of		2024.				
			Wayn	e Peach , Mayor			
ATTEST:							
Sally Hinrichsen, City Clerk							
I certify that the foregoing was published as	Ordinance No	_on the	day of	, 2024.			
		S	ally Hinrichser	n, City Clerk			

City Council Meeting Prep. Date: 2/29/2024 Preparer: Russ Farnum



Agenda Item: # 8 Agenda Date: 3/4/2024

### Communication Page

Agenda Items Description: Monticello Give to Grow Recognition Installation								
Type of Action Requested: Motion								
Attachments & Enclosures:	Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue:							

### **Synopsis:**

Monticello Give to Grow has been fundraising money as part of the Small-Town Dreams Initiative. A blessing from city council is being request to install a TV for recognition.

### **Background Information:**

A little over a year ago, a group of local community members came together and applied to be accepted into the Small-Town Dreams Initiative, which has successfully been done.

Through the initiative, the group was posed a challenge: Monticello can receive \$100,000 to start an endowment, from an anonymous donor, for the community by raising matching amounts locally. By the end of the campaign, the community will have built a \$450,000 endowment that will grow in perpetuity and pay out \$25,000 a year for grantmaking.

To date, the Give to Grow team has raised over \$165,000 and presented our first \$15,000 grant to Monticello Main Street for their mural project that will be completed this Spring.

One of the goals prior to this mural project being done is to have a recognition display installed in the lobby outside of the City Council Chamber. The Give to grow team has discussed several options and would like to move forward with the installation of a TV. This TV will be donated to the group and allow them the ability to add donors and inform the public on projects Give to Grow support, as well as the possibility of other local information on upcoming events, etc.

### **Staff Recommendation:**

A motion to approve is item is recommended.

City Council Meeting Prep. Date: 2/29/2024 Preparer: Sally Hinrichsen



Agenda Item: # 9-18 Agenda Date: 3/04/2024

## Communication Page

Agenda Items Description: Reports	
<u>Type of Action Requested</u> : Motion; Resolution; Ordinance; Reports; Public Hearing; Closed Session	
Attachments & Enclosures:	Fiscal Impact:
	Budget Line Item:
	Budget Summary:
	Expenditure:
	Revenue:

## Reports / Potential Actions:

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