

City of Monticello, Iowa

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Monticello City Council Meeting May 20, 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 |
| | | Ambulance Director: | 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 | May | 6, 2024 |
| Approval of Payroll | May | 2, 2024 |
| Approval of Payroll | May | 16, 2024 |
| Approval of Bill List | | |
| Approval of Fire Board appointment of Dave Haag to fill vacancy term of Mark Spensley | | |
| Approval of Library Board appointment of Carol Engler to fill vacancy term of Kim Brooks | | |

Public Hearings:

1. **Public Hearing** on proposed City of Monticello Fiscal Year 2023/2024 budget amendments

2. **Resolution** Approving the City's Proposed Amendment #2 to the Fiscal Year 2023-2024 Budget

Resolutions:

3. **Resolution** Approving Pay Request #2 to Tank Pro, Inc., Re: South Water Tower Repainting and Maintenance Project in the amount of \$129,630.35
4. **Resolution** Approving Pay Request #1 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$889,162.99
5. **Resolution** Update and Approval of Waste Water Treatment Plant Change Order #1
6. **Resolution** Approving Rental Property Management Agreement for property at 14432 190th St
7. **Resolution** Approving Standard Lease for residential property at 14432 190th Street
8. **Resolution** Accept/Approve Easement with Michael D. and Susan M. Martin for the Chestnut Street Reconstruction Project
9. **Resolution** Approving Agreement with Jones County Economic Development for Administration of a TIF-funded Low and Moderate Income Housing Program

Motions:

10. **Motion** to approve Replacing Hydrant on Hillcrest & Replacing one manhole on South Maple E Grand and two new manholes put on S Chestnut and alley
11. **Motion** to accept funding for the library in the amount of \$15,000

Reports / Potential Actions:

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

21. Park and Recreation Director

Work Sessions:

22. Work Session Monticello Main Street to discuss goals and priorities for coming years

23. Discussion and possible motion on Trail committee

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

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

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

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

Topic: May 20, 2024 Council Meeting

Time: May 20, 2024 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89720786812>

Meeting ID: 897 2078 6812

One tap mobile

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+13126266799,,89720786812# US (Chicago)

Dial by your location

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• +1 312 626 6799 US (Chicago)

• +1 646 558 8656 US (New York)

• +1 646 931 3860 US

• +1 301 715 8592 US (Washington DC)

• +1 305 224 1968 US

• +1 360 209 5623 US

Meeting ID: 897 2078 681

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Regular Council Meeting
May 6, 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 and Mary Phelan. 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, and City Engineers Patrick Schwickerath and Nick Eisenbacher. Council member Scott Brighton arrived shortly after the meeting began. Police Chief Britt Smith arrived later during the meeting. The public was invited to attend the meeting in person, or to participate in the meeting electronically via “Zoom Meetings” or “Facebook” and were encouraged to communicate from the chat or message.

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

Open Forum: Bud Coyle, 515 N Sycamore, discussed issues regarding the mowing at cemetery. Kahler advised Public Works has been helping with the mowing until the summer help is approved this evening.

Steve Hanken, 823 South Main Street, advised the creek, that runs under South Main Street south of the Aquatic Center, walls are caving in and are in need of repair. Farnum advised that the City has been working with engineers on a plan that the DNR and Corp of Engineers will approve, as well as the necessary permits that will be required to repair the creek walls.

Phelan moved to approve the consent agenda; Langerman seconded. Roll call was unanimous.

Jackie Jacobs, 205 North Chestnut, read a letter to Council regarding her wish to keep the brick streets, which bring character to the neighborhood. She agreed the street was in need of repair but felt it was a travesty if the brick street was removed. She asked the council to reconsider putting the brick back in. Brighton arrived. Lisa Marie Eggers, 215 North Chestnut, stated the charm of the brick street and history of houses along the street is why they purchased their home. Eggers would like the bricks replaced, as it brings warmth and charm to the area. Mike Adams, 218 West 2nd Street, stated he would like the brick street also. Robert Bartz, 216 North Chestnut, stated the brick street was what drew them to this area. He asked the council to reconsider replacing the brick and the project came in under budget. Erich Eggers, 215 North Chestnut, stated his opposition with the Council decision to remove the brick street. He felt the bricks should be removed and repair the base and put the bricks back. Schwickerath advised the base bids came in under budget. Farnum stated the contract was ratified at the last Council meeting and the contractor is not willing to go back to the brick street at the bid prices. Jackie Jacobs stated the City makes amendments all the time. Ellwood moved to approve keeping the concrete street for the Chestnut Street Project. Motion died due to a lack of a second. Brighton moved to reconsider Brick Paver decision on the 2024 N. Chestnut Street Reconstruction Project, Ellwood seconded. Roll call vote was all nays.

Jackie Jacobs, 205 North Chestnut, stated at the neighborhood meeting with engineer and Farnum, she discussed boring in front of her property. She questioned why they are

boring in front of Joe and Jayne Tuetken's home but not hers. The cost to bore the entire water line would be an additional \$18,000.00. Farnum stated the water main is currently planned for construction six feet west of the curb line, which places it about two feet east of the trunks of the three maple trees in the terrace at 205 N. Chestnut. The water main can be moved another two feet easterly, which would place it 4 feet off the curb and four feet away from the trunk of the trees. This will move the trenching closer to the edge of the drip line. The water main cannot be moved any closer to the curb, as it violates the State engineering standards and future water main breaks could undermine the street. Brighton moved to approve boring of the entire water main on the 2024 N. Chestnut Street Reconstruction Project, seconded by Langerman. Roll call was all nays.

Farnum advised the public walk and the intersections by Jacobs' property will be lowered nearly two feet to meet the requirements for public sidewalks. In order to minimize the extent of regrading and impact on the slope of the front yard, Jacobs have asked for a retaining wall and she reached out to All American Lawn and Landscape and received a bid of \$6,000.00. Farnum advised this would be a city expense. Langerman moved to approve the quote of \$6,000.00 from All American Lawn and Landscape to do the retaining wall at 205 N Chestnut, Brighton seconded. Roll call was: Ayes: Langerman, Brighton and Breneman. Nays: Phelan, Ellwood and Goedken. Mayor Peach broke the tied vote and voted aye. Motion carried.

Farnum advised the City is providing a new tap into the new main, a new service stubbed to the sidewalk, and a new curb box. The contractor is then tying the existing home service pipes into the new curb boxes. When the initial plans were prepared for this project, the engineers did not find a water shut off for the Eggers property at 215 N. Chestnut, so a replacement tap and shut-off was not shown on the plans. This is because, as Mr. Eggers recently informed us, the water service for his property actually goes out the back, to Walnut Street. The City Engineer has added a new tap, stub, and curb box to the plans, and the additional cost to the City will be the unit prices for those three items. Mr. Eggers wants the City to run the line to his house, so if his water line from Walnut Street needs to be repaired or replaced, he could hook-up to the Chestnut Street water main. Goedken moved to approve the addition of a new water tap, service stub, and shut-off at the sidewalk for 215 N. Chestnut on the 2024 N. Chestnut Street Reconstruction Project, Brighton seconded. Roll call was unanimous.

Langerman moved to approve the installation of a new water service to the foundation at 215 N. Chestnut at City expense on the 2024 N. Chestnut Street Reconstruction Project, Goedken seconded. Roll call was all nays.

Goedken moved to approve Resolution #2024-72 Approving Change Order #1 and Change Order #2, in the increased amounts of \$38,953.00 and \$34,018.00 respectively, submitted by Tank Pro, Inc related to the South Water Tower Repainting and Maintenance Project. Brighton seconded. Roll call was unanimous.

Langerman moved to approve Resolution #2024-73 Approving Pay Request #1 to Tank Pro, Inc., Re: South Water Tower Repainting and Maintenance Project in the amount of \$87,523.50. Brighton seconded. Roll call was unanimous.

Phelan moved to approve Resolution #2024-74 authorizing a Loan Agreement and providing for the issuance of a Sewer Revenue Loan Agreement Anticipation Project Note, Series 2024. Ellwood seconded. Roll call was unanimous.

Brenneman moved to approve Resolution #2024-75 Approving the hiring and wage for Public Works/Cemetery summer staff, Goedken seconded. Roll call was unanimous.

Goedken moved to approve Resolution #2024- 76 Approving contracting with LL Pelling Co. to complete various sealcoating projects, Brenneman seconded. Roll call was unanimous. Smith arrived.

Goedken moved to approve Resolution #2024-77 Approving Settlement Agreement related to tobacco sale violation at Hy-Vee Dollar Fresh, Ellwood seconded. Roll call was unanimous.

Kahler stated the ash trees on Cedar Street are being taken down and were not part of the trees that were bid. Langerman moved to approve Resolution #2024-78 Accepting bid for Ash Tree Removal and awarding bid, Phelan seconded. Roll call was unanimous.

Phelan moved to approve Resolution #2024-79 Authorizing the City Clerk to make the Appropriate Transfers of Sums and Record the Same in the Appropriate Manner for FY 2025 for the City of Monticello. Brenneman seconded. Roll call was unanimous.

Eisenbacher reported while grading for the Biosolids Building at the Wastewater Treatment Facility, the builder found unsuitable materials, including concrete and trees. This change order amount includes moving the building about 50 feet to avoid the worst area; over-excavation of incompatible fill and poor soils; addition of structural fill; and redesign of the foundation, and addition of shoring trench supports for the extensive-depth excavation. The USDA approval is pending and they requested additional quotes on the shoring, which lowered the change order to a not to exceed amount of \$833,332.30. Bruce Builders is requesting, assuming Council approval of change order by May 7, 2024, a 83 calendar day scheduled extension. Eisenbacher has requested that Central Excavating proposal give a breakdown by loads for the unsuitable and suitable material and the overall cost will be determined by what the quantities for these materials are known. Langerman moved to approve Resolution #2024-80 Approving Change Order #1 in the increased not to exceed amount of \$833,332.30 as submitted by Bill Bruce Builders related to the Monticello Wastewater Treatment Plant Improvements, Brighton seconded. Roll call was unanimous.

Goedken moved to approve Resolution #2024-81 Approving Amendment to the Professional Services Agreement between City of Monticello and Snyder & Associates related to Wastewater Treatment Plant Facility. Brenneman seconded. Roll call was unanimous.

Farnum reviewed the proposed draft of the dwelling unit rental lease. Ellwood moved to table Approval of the Dwelling Unit Rental Agreement for the property at 14432 190th Street to the May 20th meeting, Brenneman seconded. Roll call was unanimous.

Ellwood moved to table resolution Adopting FY '25 Salary for the non-hourly employees, until performance reviews are completed. Brighton seconded. Roll call was unanimous.

Mayor recommended Council to view the State presentation of the results from the Monticello Main Street survey.

Farnum advised he was asked to be on committee to interview for the Chamber Director position.

Brehm gave an update on activities happening at the Library.

Kahler stated the Public Works staff will be working to get the cemetery mowing and trimming completed this week. They have been busy with tree removal, street sweeper and yard waste.

Smith stated that he turned the old squad car over to the Park & Rec Department.

Tjaden advised he received a quote from Pirc Tobin to repair the fire hydrant on Hillcrest, in the amount of \$16,000. When main was installed, no shutoffs were installed, so they will need to shut down the entire street. They will be replacing both fire hydrants. Consensus of the Council was to have Tjaden direct Pirc Tobin to proceed and they would take formal action at the May 20th meeting.

Tjaden reported he is getting quotes to replace manholes by Washington and Chestnut streets and Grand and Maple Streets. This will be on the May 20th meeting for approval.

Farnum stated Ryan Evans, owner of the Blind Pig inquired about using some of the parking space in front of his business for outdoor seating. Smith advised the State regulates the driving portion for the Street, however the City regulates the parking portion of the street. State has requested to have the ability to review the proposed plan and give their recommendation, as this will help with their liability. No action was taken as Evans was not present.

Brenneman moved to adjourn the meeting at 7:53 P.M.

Wayne Peach, Mayor

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - MAY 2, 2024

| DEPARTMENT | GROSS PAY | OT PAY | COMP HRS. ACCRUED | COMP TOTAL | NET PAY |
|------------------------|---------------------------|------------------|----------------------|---------------|---------------------|
| AMBULANCE | April 15 - 28,2024 | | | | |
| Brian Bronemann | \$ 635.40 | \$ - | 0.00 | 0.00 | \$ 545.83 |
| Jamie Coleman | 2,032.00 | - | 6.75 | 32.75 | 1,604.55 |
| Jordan Fullerton | 762.00 | - | 0.00 | 0.00 | 649.65 |
| Mason Hanson | 686.40 | - | 0.00 | 0.00 | 550.08 |
| Ron Herman, Jr. | 488.00 | - | 0.00 | 0.00 | 419.96 |
| Brandon Kent | 673.20 | - | 0.00 | 0.00 | 572.90 |
| Jayna Koffron | 1,792.00 | - | 0.00 | 48.75 | 1,363.54 |
| Lori Lynch | 3,173.85 | - | 0.00 | 0.00 | 2,101.46 |
| Coletta Matson | 3,062.40 | 950.40 | 0.00 | 36.00 | 1,974.77 |
| Chloe Mogensen | 607.20 | - | 0.00 | 0.00 | 412.51 |
| Mandy Norton | 266.60 | - | 0.00 | 0.00 | 227.71 |
| Shirlee Scott | 2,032.00 | - | 0.00 | 0.00 | 1,530.43 |
| Curtis Wyman | 1,872.00 | - | 3.00 | 201.00 | 1,295.05 |
| TOTAL AMBULANCE | \$ 18,083.05 | \$ 950.40 | 9.75 | 318.50 | \$ 13,248.44 |
| CEMETERY | April 15 - 28,2024 | | | | |
| Dan McDonald | \$ 1,967.20 | \$ - | 0.00 | 0.00 | \$ 1,454.36 |
| TOTAL CEMETERY | \$ 1,967.20 | \$ - | 0.00 | 0.00 | \$ 1,454.36 |
| CITY HALL | April 15 - 28,2024 | | | | |
| Cheryl Clark | \$ 2,092.00 | \$ - | 0.00 | 40.50 | \$ 1,438.25 |
| Russ Farnum | 3,711.54 | - | 0.00 | 0.00 | 2,462.49 |
| Sally Hinrichsen | 3,044.31 | - | 0.00 | 0.00 | 1,858.63 |
| Nanci Tuel | 1,849.43 | 8.63 | 0.00 | 0.00 | 1,351.96 |
| TOTAL CITY HALL | \$ 10,697.28 | \$ 8.63 | 0.00 | 40.50 | \$ 7,111.33 |
| FIRE | | | | | |
| Joe Bayne | \$ 208.33 | \$ - | 0.00 | 0.00 | \$ 192.39 |
| Billy Norton | 166.67 | - | 0.00 | 0.00 | 143.57 |
| Johnny Russ | 125.00 | - | 0.00 | 0.00 | 115.44 |
| TOTAL FIRE | \$ 500.00 | \$ - | 0.00 | 0.00 | \$ 451.40 |
| LIBRARY | April 15 - 28,2024 | | | | |
| 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 | 1,476.00 | - | 0.00 | 0.00 | 1,036.89 |
| TOTAL LIBRARY | \$ 4,399.20 | \$ - | 0.00 | 0.00 | \$ 3,309.22 |
| MBC | April 15 - 28,2024 | | | | |
| Grace Dupuy | \$ 1,576.92 | \$ - | 0.00 | 0.00 | \$ 1,212.70 |
| Jacob Oswald | 2,413.27 | - | 0.00 | 0.00 | 1,830.60 |
| TOTAL MBC | \$ 3,990.19 | \$ - | 0.00 | 0.00 | \$ 3,043.30 |
| POLICE | April 15 - 28,2024 | | | | |
| Zach Buehler | \$ 385.32 | \$ - | 0.00 | 0.00 | \$ 331.91 |
| Dawn Graver | 2,783.20 | - | 0.00 | 0.00 | 2,030.05 |
| Erik Honda | 2,838.36 | - | 0.00 | 34.50 | 2,129.31 |
| Jordan Koos | 2,952.97 | 25.53 | 9.00 | 15.00 | 2,007.08 |
| Cole Millard | 2,286.54 | - | 0.00 | 0.00 | 1,518.89 |

PAYROLL - MAY 2, 2024

| DEPARTMENT | GROSS PAY | OT PAY | COMP HRS. ACCRUED | COMP TOTAL | NET PAY |
|---------------------------|----------------------------|------------------|----------------------|---------------|---------------------|
| Britt Smith | 3,393.62 | - | 0.00 | 0.00 | 2,515.45 |
| Madonna Staner | 1,679.20 | - | 0.00 | 0.00 | 1,253.99 |
| Brian Tate | 3,090.36 | - | 0.00 | 46.75 | 2,232.77 |
| TOTAL POLICE | \$ 19,409.57 | \$ 25.53 | 9.00 | 96.25 | \$ 14,019.45 |
| ROAD USE | April 15 - 28, 2024 | | | | |
| Zeb Bowser | \$ 1,927.20 | \$ - | 0.00 | 5.50 | \$ 1,472.09 |
| Jacob Gravel | 1,927.21 | - | 0.00 | 0.00 | 1,423.06 |
| Nick Kahler | 2,457.46 | - | 0.00 | 0.00 | 1,760.05 |
| Jasper Scott | 1,927.21 | - | 0.00 | 0.00 | 1,483.56 |
| TOTAL ROAD USE | \$ 8,239.08 | \$ - | 0.00 | 5.50 | \$ 6,138.76 |
| SEWER | April 13 - 26, 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 | April 13 - 26, 2024 | | | | |
| Scott Hagen | \$ 1,987.20 | \$ - | 0.00 | 40.00 | \$ 1,571.22 |
| Josh Willms | 1,987.20 | - | 0.00 | 58.50 | 1,344.48 |
| TOTAL WATER | \$ 3,974.40 | \$ - | 0.00 | 98.50 | \$ 2,915.70 |
| TOTAL - ALL DEPTS. | \$ 74,051.51 | \$ 984.56 | 18.75 | 559.25 | \$ 53,738.16 |

PAYROLL - MAY 16, 2024

| DEPARTMENT | GROSS PAY | OT PAY | COMP HRS. ACCRUED | COMP TOTAL | NET PAY |
|------------------------------|--------------------------------|--------------------|----------------------|---------------|---------------------|
| AMBULANCE | April 29 - May 12, 2024 | | | | |
| Chris Bell | \$ 585.60 | \$ - | 0.00 | 0.00 | \$ 504.43 |
| Brian Bronemann | 96.00 | - | 0.00 | 0.00 | 82.70 |
| Jamie Coleman | 2,527.30 | 495.30 | 0.00 | 32.75 | 1,951.15 |
| Triniti Etzel | 256.00 | - | 0.00 | 0.00 | 190.32 |
| Jordan Fullerton | 508.00 | - | 0.00 | 0.00 | 437.58 |
| Mason Hanson | 653.40 | - | 0.00 | 0.00 | 526.74 |
| Ron Herman, Jr. | 272.00 | - | 0.00 | 0.00 | 234.09 |
| Sonya Johnson | 1,640.40 | - | 0.00 | 0.00 | 1,258.11 |
| Jayna Koffron | 1,792.00 | - | 22.50 | 71.25 | 1,363.54 |
| Lori Lynch | 3,173.85 | - | 0.00 | 0.00 | 2,101.46 |
| Coletta Matson | 4,488.00 | 2,376.00 | 0.00 | 36.00 | 3,041.60 |
| Kody Miles | 318.00 | - | 0.00 | 0.00 | 273.67 |
| Chloe Mogensen | 290.40 | - | 0.00 | 0.00 | 170.16 |
| Mandy Norton | 351.80 | - | 0.00 | 0.00 | 293.12 |
| Shannon Poe | 80.00 | - | 0.00 | 0.00 | 58.91 |
| Cory Reyner | 640.00 | - | 0.00 | 0.00 | 549.10 |
| Shirlee Scott | 2,032.00 | - | 0.00 | 0.00 | 1,530.43 |
| Curtis Wyman | 1,872.00 | - | 0.00 | 201.00 | 1,295.05 |
| TOTAL AMBULANCE | \$ 21,576.75 | \$ 2,871.30 | 22.50 | 341.00 | \$ 15,862.16 |
| CEMETERY | April 29 - May 12, 2024 | | | | |
| Dan McDonald | \$ 1,967.20 | \$ - | 0.00 | 0.00 | \$ 1,454.36 |
| Anthony Williams | 488.00 | - | 0.00 | 0.00 | 450.66 |
| TOTAL CEMETERY | \$ 2,455.20 | \$ - | 0.00 | 0.00 | \$ 1,905.02 |
| CITY HALL | April 29 - May 12, 2024 | | | | |
| Cheryl Clark | \$ 2,092.01 | \$ - | 0.00 | 40.50 | \$ 1,438.26 |
| Russ Farnum | 4,161.54 | - | 0.00 | 0.00 | 2,693.46 |
| Sally Hinrichsen | 3,044.31 | - | 0.00 | 0.00 | 1,858.63 |
| Nanci Tuel | 1,840.81 | - | 0.00 | 0.00 | 1,345.81 |
| TOTAL CITY HALL | \$ 11,138.67 | \$ - | 0.00 | 40.50 | \$ 7,336.16 |
| COUNCIL / MAYOR | | | | | |
| Josh Brenneman | \$ 300.00 | \$ - | 0.00 | 0.00 | \$ 276.78 |
| Scott Brighton | 300.00 | - | 0.00 | 0.00 | 276.78 |
| Jake 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 | April 29 - May 12, 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 | April 29 - May 12, 2024 | | | | |

PAYROLL - MAY 16, 2024

| DEPARTMENT | GROSS PAY | OT PAY | COMP HRS. ACCRUED | COMP TOTAL | NET PAY |
|---------------------------|--------------------------------|--------------------|----------------------|---------------|---------------------|
| Grace Dupuy | \$ 1,656.92 | \$ - | 0.00 | 0.00 | \$ 1,286.58 |
| Keziah McQuillen | 30.00 | - | 0.00 | 0.00 | 27.70 |
| Jacob Oswald | 2,613.27 | - | 0.00 | 0.00 | 2,015.30 |
| Peyton Schilling | 167.75 | - | 0.00 | 0.00 | 154.92 |
| Ambrose Williams | 375.00 | - | 0.00 | 0.00 | 346.31 |
| TOTAL MBC | \$ 4,842.94 | \$ - | 0.00 | 0.00 | \$ 3,830.81 |
| POLICE | April 29 - May 12, 2024 | | | | |
| Dawn Graver | \$ 2,783.20 | \$ - | 0.00 | 0.00 | \$ 2,030.05 |
| Erik Honda | 2,838.36 | - | 0.00 | 34.50 | 2,129.31 |
| Jordan Koos | 2,859.36 | - | 0.00 | 15.00 | 1,950.76 |
| Cole Millard | 2,898.86 | 448.72 | 0.00 | 0.00 | 1,952.73 |
| Britt Smith | 3,393.62 | - | 0.00 | 0.00 | 2,486.05 |
| Madonna Staner | 1,679.20 | - | 0.00 | 0.00 | 1,253.99 |
| Brian Tate | 3,163.94 | - | 0.00 | 46.75 | 2,283.92 |
| TOTAL POLICE | \$ 19,616.54 | \$ 448.72 | 0.00 | 96.25 | \$ 14,086.81 |
| POOL | April 26 - May 9, 2024 | | | | |
| Jill Flynn | \$ 1,222.22 | \$ - | 0.00 | 0.00 | \$ 1,128.72 |
| TOTAL POOL | \$ 1,222.22 | \$ - | 0.00 | 0.00 | \$ 1,128.72 |
| ROAD USE | April 29 - May 12, 2024 | | | | |
| Zeb Bowser | \$ 1,927.20 | \$ - | 0.00 | 2.50 | \$ 1,472.09 |
| Jacob Gravel | 1,927.21 | - | 0.00 | 0.00 | 1,423.06 |
| Nick Kahler | 2,457.46 | - | 0.00 | 0.00 | 1,760.05 |
| Jasper Scott | 1,954.30 | 27.10 | 0.00 | 0.00 | 1,505.44 |
| TOTAL ROAD USE | \$ 8,266.17 | \$ 27.10 | 0.00 | 2.50 | \$ 6,160.64 |
| SEWER | April 27 - May 10, 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 | April 27 - May 10, 2024 | | | | |
| Scott Hagen | \$ 1,987.20 | \$ - | 0.00 | 40.00 | \$ 1,571.22 |
| Josh Willms | 1,987.20 | - | 0.00 | 58.50 | 1,263.84 |
| TOTAL WATER | \$ 3,974.40 | \$ - | 0.00 | 98.50 | \$ 2,835.06 |
| TOTAL - ALL DEPTS. | \$ 82,583.64 | \$ 3,347.12 | 22.50 | 578.75 | \$ 60,584.04 |

CLAIMS REPORT

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|---------------------------------|------------------------------------|----------|-----------------|--------|---------------|
| GENERAL | | | | | |
| POLICE DEPARTMENT | | | | | |
| ELECTRONIC ENGINEERING CO | PD CAPITAL EQUIPMENT | 8,077.00 | | | |
| INFRASTRUCTURE TECHNOLOGY | PD COMPUTER SUPPORT FEES | 89.34 | | | |
| JOHN DEERE FINANCIAL | PD EQUIP REPAIR/MAINT | 9.99 | | | |
| LAPORTE MOTOR SUPPLY | PD VEHICLE OPERATING | 5.59 | | | |
| MONTICELLO COMM SCHOOL DISTRICT | PD FUEL | 1,048.57 | | | |
| | | | | | |
| | 110 POLICE DEPARTMENT TOTAL | | 9,230.49 | | |
| | | | | | |
| STREET LIGHTS | | | | | |
| ALLIANT ENERGY-IES | 416 E 2ND STREETLIGHTS | 195.59 | | | |
| MCALLISTER ELECTRICAL SERVICES | RU STREETLIGHT REPAIRS | 185.85 | | | |
| | | | | | |
| | 230 STREET LIGHTS TOTAL | | 381.44 | | |
| | | | | | |
| AQUATIC CENTER | | | | | |
| INFRASTRUCTURE TECHNOLOGY | POOL OFFICE SUPPLIES | 8.98 | | | |
| MONTICELLO EXPRESS INC | POOL OFFICE SUPPLIES | 15.99 | | | |
| | | | | | |
| | 440 AQUATIC CENTER TOTAL | | 24.97 | | |
| | | | | | |
| CEMETERY | | | | | |
| JOHN DEERE FINANCIAL | CEMETERY GROUNDS SUPPLIES | 58.99 | | | |
| MONTICELLO COMM SCHOOL DISTRICT | CEMETERY FUEL | 183.65 | | | |
| | | | | | |
| | 450 CEMETERY TOTAL | | 242.64 | | |
| | | | | | |
| SOLDIER'S MEMORIAL BOARD | | | | | |
| IOWA FIRE PROTECTION | ANNUAL SPRINKLER INSPECTION | 195.75 | | | |
| MEDIACOM | SLDR MEM TELEPHONE | 19.86 | | | |
| | | | | | |
| | 498 SOLDIER'S MEMORIAL BOARD TOTAL | | 215.61 | | |
| | | | | | |
| ENGINEER | | | | | |
| SNYDER & ASSOCIATES, INC | ENGINEERING FEES | 4,462.55 | | | |
| | | | | | |
| | 640 ENGINEER TOTAL | | 4,462.55 | | |
| | | | | | |
| CITY HALL/GENERAL BLDGS | | | | | |
| INFRASTRUCTURE TECHNOLOGY | CH MISC CONTRACT WORK | 225.74 | | | |
| IOWA FIRE PROTECTION | ANNUAL SPRINKLER INSPECTION | 391.50 | | | |
| JOHN DEERE FINANCIAL | CH BUILDING SUPPLIES | 32.99 | | | |
| DAVID B MCNEILL | CH BUILDING SUPPLIES | 4.69 | | | |
| MEDIACOM | CH TELEPHONE | 19.86 | | | |
| MONTICELLO EXPRESS INC | CH OFFICE SUPPLIES | 1,384.25 | | | |
| MONTICELLO ROTARY CLUB | CH DUES - FARNUM | 160.00 | | | |
| | | | | | |
| | 650 CITY HALL/GENERAL BLDGS TOTAL | | 2,219.03 | | |
| | | | | | |
| | 001 GENERAL TOTAL | | 16,776.73 | | |

CLAIMS REPORT

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|------------------------------------|---------------------------------|----------|-----------------|--------|---------------|
| MONTICELLO BERNDES CENTER PARKS | | | | | |
| ALLIANT ENERGY-IES | MBC ELECTRIC | 926.77 | | | |
| FAREWAY STORES #840-1 | MBC BUILDING SUPPLIES | 38.59 | | | |
| INFRASTRUCTURE TECHNOLOGY | MBC CAPITAL EQUIPMENT | 6,452.44 | | | |
| JOHN DEERE FINANCIAL | MBC GROUNDS SUPPLIES | 6.99 | | | |
| KARDES INC | MBC FUEL | 8.71 | | | |
| MONTICELLO COMM SCHOOL DISTRICT | MBC FUEL | 130.39 | | | |
| MONTICELLO SPORTS | MBC LEAGUE SUPPLIES | 384.00 | | | |
| LINDA J NIGHTINGALE-BARTELS | MBC EMERGENCY MEDICAL FEES | 18.81 | | | |
| | | ----- | | | |
| 430 | PARKS TOTAL | 7,966.70 | | | |
| | | ----- | | | |
| 005 | MONTICELLO BERNDES CENTER TOTAL | 7,966.70 | | | |
| TOURNAMENT FUND-GEN CKG PARKS | | | | | |
| THE CONE SHOPPE | MBC TOURNAMENT CONCESSIONS | 275.00 | | | |
| EXPRESS PRINTING & DESIGN LLC | MBC TOURNAMENT AWARDS | 200.00 | | | |
| FAREWAY STORES #840-1 | MBC TOURNAMENT CONCESSIONS | 714.58 | | | |
| JOHN DEERE FINANCIAL | MBC TOURNAMENT CONCESSIONS | 113.93 | | | |
| MONTICELLO COMM SCHOOL DISTRICT | MBC TOURNAMENT CONCESSIONS | 350.00 | | | |
| MYERS-COX CO. | MBC TOURNAMENT CONCESSIONS | 1,837.34 | | | |
| PEPSI COLA BOTTLING CO | MBC TOURNAMENT CONCESSIONS | 2,720.12 | | | |
| | | ----- | | | |
| 430 | PARKS TOTAL | 6,210.97 | | | |
| | | ----- | | | |
| 012 | TOURNAMENT FUND-GEN CKG TOTAL | 6,210.97 | | | |
| FIRE FIRE | | | | | |
| HUGHES GARAGE & AUTO SALES LLC | FIRE VEHICLE REPAIR/MAINT | 683.90 | | | |
| INFRASTRUCTURE TECHNOLOGY | FIRE COMPUTER SUPPORT FEES | 17.98 | | | |
| JOHN DEERE FINANCIAL | FIRE SUPPLIES | 10.99 | | | |
| KARDES INC | FIRE FUEL | 52.64 | | | |
| MERCY PHYSICIAN ASSOCIATES | FIRE PHYSICAL - STADTMUELLER | 1,290.00 | | | |
| MONTICELLO COMM SCHOOL DISTRICT | FIRE FUEL | 401.81 | | | |
| MONTICELLO FIRE ASSOCIATION | FIRE SERVICES | 3,725.00 | | | |
| | | ----- | | | |
| 150 | FIRE TOTAL | 6,182.32 | | | |
| | | ----- | | | |
| 015 | FIRE TOTAL | 6,182.32 | | | |
| AMBULANCE AMBULANCE | | | | | |
| BOUND TREE MEDICAL, LLC | AMB MEDICAL SUPPLIES | 437.40 | | | |
| INFRASTRUCTURE TECHNOLOGY | AMB DATA PROCESSING | 25.48 | | | |
| JOHN DEERE FINANCIAL | AMB VEHICLE OPERATING | 12.99 | | | |
| DAVID B MCNEILL | AMB BLDG REPAIR/MAINT | 4.00 | | | |
| MONTICELLO COMM SCHOOL DISTRICT | AMB FUEL | 937.89 | | | |
| QUADMED INC | AMB MEDICAL SUPPLIES | 214.60 | | | |

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|---------------------------------|--------------------------------|----------|-----------------|--------|---------------|
| RADIO COMMUNICATIONS CO INC | AMB RADIO MAINTENANCE | 159.20 | | | |
| UNITY POINT HEALTH | AMB PHARMACY SUPPLIES | 451.42 | | | |
| | | ----- | | | |
| | 160 AMBULANCE TOTAL | 2,242.98 | | | |
| | | ----- | | | |
| | 016 AMBULANCE TOTAL | 2,242.98 | | | |
| LIBRARY IMPROVEMENT LIBRARY | | | | | |
| JOHN DEERE FINANCIAL | LIB IMP PROGRAMS/PROMOTIONS | 67.64 | | | |
| | | ----- | | | |
| | 410 LIBRARY TOTAL | 67.64 | | | |
| | | ----- | | | |
| | 030 LIBRARY IMPROVEMENT TOTAL | 67.64 | | | |
| LIBRARY LIBRARY | | | | | |
| BAKER & TAYLOR BOOKS | LIB BOOKS | 123.60 | | | |
| CENTER POINT PUBLISHING | LIB BOOKS | 44.94 | | | |
| CULLIGAN TOTAL WATER - | LIB BUILDING SUPPLIES | 17.15 | | | |
| IOWA FIRE PROTECTION | ANNUAL SPRINKLER INSPECTION | 195.75 | | | |
| IOWA PUBLISHING CORP | LIB MAGAZINES | 19.95 | | | |
| MEDIACOM | LIB TELEPHONE | 39.73 | | | |
| | | ----- | | | |
| | 410 LIBRARY TOTAL | 441.12 | | | |
| | | ----- | | | |
| | 041 LIBRARY TOTAL | 441.12 | | | |
| AIRPORT AIRPORT | | | | | |
| ALLIANT ENERGY-IES | 20373 HWY 38 AIRPORT ELECTRIC | 37.77 | | | |
| MCALER WATER CONDITIONING INC | AIRPORT BUILDING SUPPLIES | 61.40 | | | |
| MONTICELLO COMM SCHOOL DISTRICT | AIRPORT FUEL | 159.01 | | | |
| JEFFREY LEE NAGEL | AIRPORT SNOW REMOVAL | 1,120.00 | | | |
| | | ----- | | | |
| | 280 AIRPORT TOTAL | 1,378.18 | | | |
| | | ----- | | | |
| | 046 AIRPORT TOTAL | 1,378.18 | | | |
| ROAD USE STREETS | | | | | |
| ALLIANT ENERGY-IES | STOP SIGNS - N MAIN ST | 41.43 | | | |
| DIAMOND VOGEL PAINT CENTER 227 | RU STREET MAINTENANCE SUPPLIES | 2,865.00 | | | |
| HOTSY CLEANING SYSTEMS | RU SUPPLIES | 294.00 | | | |
| INFRASTRUCTURE TECHNOLOGY | RU UTILITIES | 11.48 | | | |
| J&R SUPPLY INC | RU STREET MAINTENANCE SUPPLIES | 2,975.00 | | | |
| JOHN DEERE FINANCIAL | RU EQUIP REPAIR/MAINT | 242.17 | | | |
| LAPORTE MOTOR SUPPLY | RU EQUIP REPAIR/MAINT | 21.18 | | | |
| MONTICELLO COMM SCHOOL DISTRICT | RU FUEL | 522.89 | | | |
| MATHY CONSTRUCTION | RU STREET MAINTENANCE SUPPLIES | 161.60 | | | |

CLAIMS REPORT

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|---|---------------------------------|----------|--------------|--------|------------|
| VERMEER IOWA & N MISSOURI | RU EQUIP REPAIR/MAINT | 539.61 | | | |
| | 210 STREETS TOTAL | 7,674.36 | | | |
| | 110 ROAD USE TOTAL | 7,674.36 | | | |
| TIF PROJECT STREETS SNYDER & ASSOCIATES, INC | NORTH CHESTNUT STREET PROJECT | 2,865.00 | | | |
| | 210 STREETS TOTAL | 2,865.00 | | | |
| | 325 TIF PROJECT TOTAL | 2,865.00 | | | |
| CAPITAL IMPROVEMENT STORM WATER FUND SNYDER & ASSOCIATES, INC | SIXTH STREET DITCH PROJECT | 5,087.50 | | | |
| | 865 STORM WATER FUND TOTAL | 5,087.50 | | | |
| | 332 CAPITAL IMPROVEMENT TOTAL | 5,087.50 | | | |
| TRUST/IOMA MARY BAKER LIBRARY CENTER POINT PUBLISHING | LIB BAKER BOOKS | 30.71 | | | |
| | 410 LIBRARY TOTAL | 30.71 | | | |
| | 503 TRUST/IOMA MARY BAKER TOTAL | 30.71 | | | |
| WATER WATER FAREWAY STORES #840-1 | WATER LAB SUPPLIES | 12.46 | | | |
| STATE HYGIENIC LABORATORY | WATER LAB TESTS | 79.00 | | | |
| INFRASTRUCTURE TECHNOLOGY | WATER DATA PROCESSING | 20.48 | | | |
| MONTICELLO COMM SCHOOL DISTRICT | WATER FUEL | 41.72 | | | |
| MONTICELLO EXPRESS INC | WATER SUPPLIES | 19.99 | | | |
| | 810 WATER TOTAL | 173.65 | | | |
| | 600 WATER TOTAL | 173.65 | | | |
| WATER CAPITAL IMPROVEMENT WATER SNYDER & ASSOCIATES, INC | WATER TOWER PAINTING | 3,012.75 | | | |
| | 810 WATER TOTAL | 3,012.75 | | | |

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|-------------------------------------|---------------------------|-----------|-----------------|--------|---------------|
| 604 WATER CAPITAL IMPROVEMENT TOTAL | | 3,012.75 | | | |
| SEWER | | | | | |
| SEWER | | | | | |
| ALLIANT ENERGY-IES | 1105 E 1ST ST | 2,869.38 | | | |
| BRIAN CROWLEY | SEWER EQUIP REPAIR/MAINT | 141.90 | | | |
| STATE HYGIENIC LABORATORY | SEWER LAB TESTS | 1,012.50 | | | |
| INFRASTRUCTURE TECHNOLOGY | SEWER DATA PROCESSING | 8.98 | | | |
| MONTICELLO COMM SCHOOL DISTRICT | SEWER FUEL | 41.72 | | | |
| MONTICELLO EXPRESS INC | SEWER SUPPLIES | 19.99 | | | |
| TRI COUNTY PROPANE LLC | SEWER UTILITIES | 1,933.26 | | | |
| 815 SEWER TOTAL | | 6,027.73 | | | |
| 610 SEWER TOTAL | | 6,027.73 | | | |
| SANITATION | | | | | |
| SANITATION | | | | | |
| JULIE FROST | SAN ELECTRONIC TAG REFUND | 15.00 | | | |
| MONTICELLO COMM SCHOOL DISTRICT | SANITATION FUEL | 210.29 | | | |
| MONTICELLO EXPRESS INC | SANITATION ADVERTISING | 91.20 | | | |
| REPUBLIC SERVICES | DUMPSTER COLLECTIONS | 13,692.38 | | | |
| 840 SANITATION TOTAL | | 14,008.87 | | | |
| 670 SANITATION TOTAL | | 14,008.87 | | | |
| Accounts Payable Total | | 80,147.21 | | | |

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

| | FUND NAME | AMOUNT |
|-----|---------------------------|-----------|
| 001 | GENERAL | 16,776.73 |
| 005 | MONTICELLO BERNDEN CENTER | 7,966.70 |
| 012 | TOURNAMENT FUND-GEN CKG | 6,210.97 |
| 015 | FIRE | 6,182.32 |
| 016 | AMBULANCE | 2,242.98 |
| 030 | LIBRARY IMPROVEMENT | 67.64 |
| 041 | LIBRARY | 441.12 |
| 046 | AIRPORT | 1,378.18 |
| 110 | ROAD USE | 7,674.36 |
| 325 | TIF PROJECT | 2,865.00 |
| 332 | CAPITAL IMPROVEMENT | 5,087.50 |
| 503 | TRUST/IOMA MARY BAKER | 30.71 |
| 600 | WATER | 173.65 |
| 604 | WATER CAPITAL IMPROVEMENT | 3,012.75 |
| 610 | SEWER | 6,027.73 |
| 670 | SANITATION | 14,008.87 |
| | ----- | |
| | TOTAL FUNDS | 80,147.21 |

City Council Meeting
Prep. Date 5/14/2024
Preparer: Sally Hinrichsen



Agenda Item: # 1 & 2
Agenda Date: 5/20/2024

Communication Page

Agenda Items Description: Public Hearing on Budget Amendments and Resolution Approving the City's Proposed Amendment #2 to the Fiscal Year 2023-2024 Budget

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

Attachments & Enclosures:

Resolution

Proposed amendment lists

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Public Hearing required to amend budget

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

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

Revenues: Revenues decrease by \$21,514 after the amendments. The "Revenue amendments" page attachment discloses each line that is proposed to be amended. (A reduction in revenues shown by a "-" with an increase being merely the number, no "-" or "+".

Expenses: Expenses decrease by \$488,375. The "Expense Amendments" page attachment discloses the expenses that increased or decreased in the 3rd column, expenses decreases be denoted with a "-" and increases being merely the number.

Staff Recommendation: It is recommended that the Mayor open the Public Hearing, accept public comment, close the Public Hearing, and thereafter have a motion and second to approve the FY 2024 Budget Amendments #2

The City of Monticello, Iowa

RESOLUTION #

**Approving the City's Proposed Amendment #2 to
the Fiscal Year 2023-2024 Budget**

WHEREAS, the City Council of Monticello, Jones County, Iowa in said County met on May 20, 2024, at 6:00 PM to take up the proposed amendment. The proposed amendment was considered and taxpayers were heard for and against the amendment.; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Jones County, Iowa, following notice published on May 8, 2024 and the public hearing held on May 20, 2024, the current budget is amended as set out in the attached adoption to be certified to the Auditor of Jones County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 20th day of May, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

| NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET | | | | |
|---|----|---|-----------------------|---|
| City of MONTICELLO | | | | |
| Fiscal Year July 1, 2023 - June 30, 2024 | | | | |
| The City of MONTICELLO will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024 | | | | |
| Meeting Date/Time: 5/20/2024 06:00 PM | | Contact: Sally Hinrichsen | Phone: (319) 465-3577 | |
| Meeting Location: 220 East First Street, Renaissance Center, Monticello, Iowa | | | | |
| There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals . | | | | |
| REVENUES & OTHER FINANCING SOURCES | | Total Budget as Certified or Last Amended | Current Amendment | Total Budget After Current Amendment |
| Taxes Levied on Property | 1 | 2,204,493 | 0 | 2,204,493 |
| Less: Uncollected Delinquent Taxes - Levy Year | 2 | 0 | 0 | 0 |
| Net Current Property Tax | 3 | 2,204,493 | 0 | 2,204,493 |
| Delinquent Property Tax Revenue | 4 | 0 | 0 | 0 |
| TIF Revenues | 5 | 550,000 | 0 | 550,000 |
| Other City Taxes | 6 | 639,229 | 0 | 639,229 |
| Licenses & Permits | 7 | 258,450 | 0 | 258,450 |
| Use of Money & Property | 8 | 594,693 | 20,000 | 614,693 |
| Intergovernmental | 9 | 1,753,231 | 0 | 1,753,231 |
| Charges for Service | 10 | 2,787,121 | 0 | 2,787,121 |
| Special Assessments | 11 | 21,470 | 0 | 21,470 |
| Miscellaneous | 12 | 486,372 | 0 | 486,372 |
| Other Financing Sources | 13 | 11,995,700 | 0 | 11,995,700 |
| Transfers In | 14 | 3,845,935 | -41,514 | 3,804,421 |
| Total Revenues & Other Sources | 15 | 25,136,694 | -21,514 | 25,115,180 |
| EXPENDITURES & OTHER FINANCING USES | | | | |
| Public Safety | 16 | 1,920,014 | 7,950 | 1,927,964 |
| Public Works | 17 | 1,342,320 | 71,000 | 1,413,320 |
| Health and Social Services | 18 | 0 | 0 | 0 |
| Culture and Recreation | 19 | 1,059,105 | 0 | 1,059,105 |
| Community and Economic Development | 20 | 542,463 | 900 | 543,363 |
| General Government | 21 | 822,847 | 0 | 822,847 |
| Debt Service | 22 | 821,656 | 0 | 821,656 |
| Capital Projects | 23 | 3,150,580 | 11,000 | 3,161,580 |
| Total Government Activities Expenditures | 24 | 9,658,985 | 90,850 | 9,749,835 |
| Business Type/Enterprise | 25 | 12,202,781 | -537,711 | 11,665,070 |
| Total Gov Activities & Business Expenditures | 26 | 21,861,766 | -446,861 | 21,414,905 |
| Transfers Out | 27 | 3,845,935 | -41,514 | 3,804,421 |
| Total Expenditures/Transfers Out | 28 | 25,707,701 | -488,375 | 25,219,326 |
| Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out | 29 | -571,007 | 466,861 | -104,146 |
| Beginning Fund Balance July 1, 2023 | 30 | 6,382,098 | 0 | 6,382,098 |
| Ending Fund Balance June 30, 2024 | 31 | 5,811,091 | 466,861 | 6,277,952 |
| Explanation of Changes: Revenue changes are from increased interest revenue and re-appropriation for fund transfers. The City received an extension of the SRF Design loan, and payment was reduced, appropriated funds for ash tree removal, airport expenses, East First Street Project, sewer manholes and sanitation pick-up fees. | | | | |



May 10th, 2024

City of Monticello, IA
200 E 1st St.
Monticello, IA 52310

RE: SOUTH WATER TOWER REPAINTING AND MAINTENANCE
PAY REQUEST #2

Honorable Mayor and City Council,

Enclosed for your review and approval is Pay Request #2 for work on the South Water Tower Repainting and Maintenance project.

We have reviewed the pay estimate and find it in agreement with the work completed to date. We, therefore, recommend approval of Pay Request #2 in the amount of **\$129,630.35** to Tank Pro Inc.

Payment for this period includes completion of interior wet painting, completion of interior dry surface preparation and priming, partial completion of interior dry finish painting, and completion of tank exterior surface preparation and priming.

Feel free to contact me to discuss further if needed. Thank you.

Respectfully,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Patrick Williams'.

Patrick Williams
Project Engineer

Enclosure Pay Request #2

cc: Tank Pro Inc.

| | | | | | | | | |
|---|------------------------------------|---------------|----------------------|--------------------------|------------------|---|---------------|-------------------|
| TANK PRO, INC. 5500 Watermelon Road NORTHPORT, ALABAMA 35473 | | | | | | | PAGE 1 OF 3 | |
| PERIODIC ESTIMATE FOR PARTIAL PAYMENT | | | | | | | | |
| NAME AND LOCATION OF PROJECT City of Monticello,, IA | | | Description of Tank: | | 500K South Tower | | | |
| PERIODIC ESTIMATE NO. 2 | | | | Date: 4/18/2024-5/5/2024 | | | | |
| 1. COST OF WORK COMPLETED TO DATE UNDER ORIGINAL CONTRACT ONLY Entries must be limited to work and costs under the original contract only. (Work and cost data under change orders is to be shown in Part 2 of this form) Columns (1) through (5). Enter figures from contract documents. Columns (6) and (7). Show all work completed this period under original contract. Column (8) and (9). Show all work completed to date under original contract. | | | | | | What day does the board meet monthly to approve pay request. What date will the check be cut and mailed after the montly approval? | | |
| ITEM NO. (1) | DESCRIPTION OF ITEM (2) | QUANT. (3) | COST PER UNIT (4) | TOTAL COST UNIT (5) | QUANT. (6) | TOTAL COST (7) | QUANT. (8) | TOTAL COST (9) |
| 1 | South Tank | | | | | | | |
| 1 | Mobilization | 1 | 7500 | \$ 7,500.00 | 0% | \$ - | 100% | \$ 7,500.00 |
| 2 | Interior Wet Blast and Prime | 1 | 70880 | \$ 70,880.00 | 0% | \$ - | 100% | \$ 70,880.00 |
| 3 | Interior Wet Stripe | 1 | 10000 | \$ 10,000.00 | 0% | \$ - | 100% | \$ 10,000.00 |
| 4 | Interior Wet Finish | 1 | 20000 | \$ 20,000.00 | 100% | \$ 20,000.00 | 100% | \$ 20,000.00 |
| 5 | Interior Dry Wash & Spot Tool | 1 | 15000 | \$ 15,000.00 | 100% | \$ 15,000.00 | 100% | \$ 15,000.00 |
| 6 | Interior Dry Partial Blast & Prime | 1 | 7500 | \$ 7,500.00 | 50% | \$ 3,750.00 | 100% | \$ 7,500.00 |
| 7 | Interior Dry Partial Finish | 1 | 7500 | \$ 7,500.00 | 50% | \$ 3,750.00 | 50% | \$ 3,750.00 |
| 8 | Exterior Wash & Spot Prime | 1 | 55000 | \$ 55,000.00 | 100% | \$ 55,000.00 | 100% | \$ 55,000.00 |
| 9 | Exterior Intermediate | 1 | 18500 | \$ 18,500.00 | 0% | \$ - | 0% | \$ - |
| 10 | Exterior Finish | 1 | 18500 | \$ 18,500.00 | 0% | \$ - | 0% | \$ - |
| 11 | LOGO | 2 | 3500 | \$ 7,000.00 | 0% | \$ - | 0% | \$ - |
| 12 | | 1 | 1 | \$ - | 0% | \$ - | 0% | \$ - |
| 13 | | 1 | 1 | \$ - | 0% | \$ - | 0% | \$ - |
| 14 | | 1 | 1 | \$ - | 0% | \$ - | 0% | \$ - |
| | | 1 | 1 | \$ - | 0% | \$ - | 0% | \$ - |
| | | 1 | 1 | \$ - | 0% | \$ - | 0% | \$ - |
| | | 1 | 1 | \$ - | 0% | \$ - | 0% | \$ - |
| | | 1 | 1 | \$ - | 0% | \$ - | 0% | \$ - |
| | | 1 | 1 | \$ - | 0% | \$ - | 0% | \$ - |
| | | | | | | | | |
| | TOTAL OF COST COLUMNS | | | \$ 237,380.00 | | \$ 97,500.00 | | \$ 189,630.00 |

| 2. SCHEDULE OF CONTRACT CHANGE ORDERS List every change order issued to date of this request even if no work has been done under one or more such orders. | | | ADDITIONS TO ORIGINAL CONTRACT PRICE | | DEDUCTIONS FROM CONTRACT PRICE AS SHOWN ON CHANGE ORDERS (6) |
|--|-------------|------------------------------|--|---|---|
| CONTRACT CHANGE ORDER | | DESCRIPTION (3) | TOTAL COST OF ITEMS ADDED BY CHANGE ORDER (4) | COST OF CHANGE ORDER ITEMS COMPLETED TO DATE (5) | |
| NO. (1) | DATE (2) | | | | |
| 1 | 4/22/2024 | Exterior Surface Prep Change | \$ 38,953.00 | \$ 38,953.00 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTALS | | | \$ 38,953.00 | \$ 38,953.00 | \$ - |

3. Weather days during this pay period

4. Weather days to date including this pay period

5. ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

6. ANALYSIS OF WORK PERFORMED

7. CERTIFICATION OF CONTRACTOR

4 Days

11 Total Days

(a) Original contract amount (Col. 5-front of this form)

(b) Plus: Additions scheduled in column 4 above

(c) Less: Deductions scheduled in column 6 above

(d) Adjusted contract amount to date

(a) Cost of original contract work performed to date (Col. 9-front of this form)

(b) Extra work performed to date (Col. 5 above)

(c) Total cost of work performed to date

(d) Add: Materials stored at close of this Period (Attach detail Schedule)

(e) Subtotal of (c) and (d)

(f) Less: Amount retained in accordance with contract terms 5%

(g) Net Amount Earned to Date

(h) Less: Amount of previous payments

(i) BALANCE DUE THIS PAYMENT

\$ 237,380.00

\$ 38,953.00

\$ -

\$ 276,333.00

\$ 189,630.00

\$ 38,953.00

\$ 228,583.00

\$ -

\$ 228,583.00

\$ 11,429.15

\$ 217,153.85

\$ 87,523.50

\$ 129,630.35

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with work covered by prior Applications for Payment numbered 1 through 8 inclusive; and (2) title to all materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract and/or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this Periodic Estimate; that no part of the "Balance Due This Payment" has been received, and that the undersigned and his subcontractors have - (check applicable time)

a. ☒ Complied with all the labor provisions of said contract.

b. ☐ Complied with all the labor provisions of said contract except in those instances where an honest dispute exists with respect to said labor provisions. (If (b) is checked, describe briefly nature of dispute.)

TANK PRO, INC.

(Contractor)

By


James Rollins

(Signature of Authorized Representative)

DATE: 5/6/2024

Title VP of Operations

6. ENGINEER'S RECOMMENDATION

I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor; that all work and/or material included in this Periodic Estimate has been inspected by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with requirements of the referenced contract; and that partial payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date and payment of the BALANCE DUE THIS PAYMENT is recommended.

BY:

PROJECT REPRESENTATIVE

BY:



PROJECT ENGINEER

DATE:

DATE: 5-10-2024

7. OWNER'S APPROVAL OF PAYMENT

APPROVED:

APPROVED:

DATE

DATE



TANKPRO INC.

5500 Watermelon Rd. Northport, Alabama 35473
Phone: (205) 750-0444 • Fax: (205) 750-0464
Email: tankpro@tankproinc.com

May 6, 2024

City of Monticello
200 East First Street
Monticello, IA 52310

RE: Weather Delays: 500,000 SOUTH TOWER WATER TANK

Below you will find a list of days lost due to weather delays. Please make note for future reference for possible change order for the lost days due to weather.

Current Application Period: April 18, 2024-May 5, 2024

| | | | |
|-----------|-----------|-----------|----------|
| 4/19/2024 | 4/28/2024 | 4/29/2024 | 5/3/2024 |
|-----------|-----------|-----------|----------|

Respectfully,

James Rollins
VP of Operations

| Climatological Data for ANAMOSA 3 SSW, IA - May 2024 | | | | | | | | | |
|---|-------------|---------|---------|-----------|-----|-----|---------------|----------|------------|
| Date | Temperature | | | | HDD | CDD | Precipitation | New Snow | Snow Depth |
| | Maximum | Minimum | Average | Departure | | | | | |
| 2024-05-01 | 76 | 39 | 57.5 | 4.1 | 7 | 0 | 0.09 | 0.0 | 0 |
| 2024-05-02 | 69 | 52 | 60.5 | 6.7 | 4 | 0 | T | 0.0 | 0 |
| 2024-05-03 | 65 | 44 | 54.5 | 0.4 | 10 | 0 | 1.06 | 0.0 | 0 |
| 2024-05-04 | 72 | 42 | 57.0 | 2.5 | 8 | 0 | 0.00 | 0.0 | 0 |
| 2024-05-05 | 68 | 41 | 54.5 | -0.4 | 10 | 0 | 0.07 | 0.0 | 0 |
| 2024-05-06 | 68 | 49 | 58.5 | 3.3 | 6 | 0 | 0.00 | 0.0 | 0 |
| 2024-05-07 | M | M | M | M | M | M | M | M | M |
| 2024-05-08 | M | M | M | M | M | M | M | M | M |
| 2024-05-09 | M | M | M | M | M | M | M | M | M |
| 2024-05-10 | M | M | M | M | M | M | M | M | M |
| 2024-05-11 | M | M | M | M | M | M | M | M | M |
| 2024-05-12 | M | M | M | M | M | M | M | M | M |
| 2024-05-13 | M | M | M | M | M | M | M | M | M |
| 2024-05-14 | M | M | M | M | M | M | M | M | M |
| 2024-05-15 | M | M | M | M | M | M | M | M | M |
| 2024-05-16 | M | M | M | M | M | M | M | M | M |
| 2024-05-17 | M | M | M | M | M | M | M | M | M |
| 2024-05-18 | M | M | M | M | M | M | M | M | M |
| 2024-05-19 | M | M | M | M | M | M | M | M | M |
| 2024-05-20 | M | M | M | M | M | M | M | M | M |
| 2024-05-21 | M | M | M | M | M | M | M | M | M |
| 2024-05-22 | M | M | M | M | M | M | M | M | M |
| 2024-05-23 | M | M | M | M | M | M | M | M | M |
| 2024-05-24 | M | M | M | M | M | M | M | M | M |
| 2024-05-25 | M | M | M | M | M | M | M | M | M |
| 2024-05-26 | M | M | M | M | M | M | M | M | M |
| 2024-05-27 | M | M | M | M | M | M | M | M | M |
| 2024-05-28 | M | M | M | M | M | M | M | M | M |
| 2024-05-29 | M | M | M | M | M | M | M | M | M |
| 2024-05-30 | M | M | M | M | M | M | M | M | M |
| 2024-05-31 | M | M | M | M | M | M | M | M | M |
| Sum | 418 | 267 | - | - | 45 | 0 | 1.22 | 0.0 | - |
| Average | 69.7 | 44.5 | 57.1 | 2.8 | - | - | - | - | 0.0 |
| Normal | 65.6 | 43.1 | 54.3 | - | 66 | 1 | 0.82 | M | - |
| Above Normals represent the month through 2024-05-06. | | | | | | | | | |

| |
|---|
| Observations for each day cover the 24 hours ending at the time given below (Local Standard Time). Observation times may have changed during this period. |
| Max Temperature : 5am, 6am |
| Min Temperature : 5am, 6am |
| Precipitation : 5am, 6am |
| Snowfall : 5am, 6am |
| Snow Depth : 5am, 6am |

Climatological Data for ANAMOSA 3 SSW, IA - April 2024

| Date | Temperature | | | | HDD | CDD | Precipitation | New Snow | Snow Depth |
|------------|-------------|---------|---------|-----------|-----|-----|---------------|----------|------------|
| | Maximum | Minimum | Average | Departure | | | | | |
| 2024-04-01 | 55 | 39 | 47.0 | 4.2 | 18 | 0 | 0.62 | 0.0 | 0 |
| 2024-04-02 | 44 | 38 | 41.0 | -2.2 | 24 | 0 | 0.61 | 0.0 | 0 |
| 2024-04-03 | 39 | 33 | 36.0 | -7.6 | 29 | 0 | 1.28 | T | T |
| 2024-04-04 | 39 | 33 | 36.0 | -8.0 | 29 | 0 | T | T | 0 |
| 2024-04-05 | 45 | 34 | 39.5 | -4.9 | 25 | 0 | 0.00 | 0.0 | 0 |
| 2024-04-06 | 53 | 28 | 40.5 | -4.3 | 24 | 0 | 0.00 | 0.0 | 0 |
| 2024-04-07 | 55 | 35 | 45.0 | -0.2 | 20 | 0 | 0.06 | 0.0 | 0 |
| 2024-04-08 | 56 | 42 | 49.0 | 3.5 | 16 | 0 | 0.19 | 0.0 | 0 |
| 2024-04-09 | 66 | 40 | 53.0 | 7.1 | 12 | 0 | 0.00 | 0.0 | 0 |
| 2024-04-10 | 63 | 38 | 50.5 | 4.2 | 14 | 0 | 0.00 | 0.0 | 0 |
| 2024-04-11 | 70 | 39 | 54.5 | 7.9 | 10 | 0 | 0.00 | 0.0 | 0 |
| 2024-04-12 | 61 | 46 | 53.5 | 6.5 | 11 | 0 | 0.08 | 0.0 | 0 |
| 2024-04-13 | 62 | 34 | 48.0 | 0.7 | 17 | 0 | 0.00 | 0.0 | 0 |
| 2024-04-14 | 77 | 35 | 56.0 | 8.3 | 9 | 0 | 0.00 | 0.0 | 0 |
| 2024-04-15 | 83 | 48 | 65.5 | 17.5 | 0 | 1 | 0.00 | 0.0 | 0 |
| 2024-04-16 | 76 | 47 | 61.5 | 13.1 | 3 | 0 | 0.00 | 0.0 | 0 |
| 2024-04-17 | 71 | 56 | 63.5 | 14.8 | 1 | 0 | 0.57 | 0.0 | 0 |
| 2024-04-18 | 59 | 40 | 49.5 | 0.5 | 15 | 0 | 0.02 | 0.0 | 0 |
| 2024-04-19 | 50 | 33 | 41.5 | -7.9 | 23 | 0 | 0.34 | 0.0 | 0 |
| 2024-04-20 | 54 | 30 | 42.0 | -7.7 | 23 | 0 | 0.00 | 0.0 | 0 |
| 2024-04-21 | 42 | 29 | 35.5 | -14.5 | 29 | 0 | 0.00 | 0.0 | 0 |
| 2024-04-22 | 59 | 31 | 45.0 | -5.4 | 20 | 0 | 0.00 | 0.0 | 0 |
| 2024-04-23 | 63 | 31 | 47.0 | -3.7 | 18 | 0 | T | 0.0 | 0 |
| 2024-04-24 | 68 | 39 | 53.5 | 2.5 | 11 | 0 | 0.00 | 0.0 | 0 |
| 2024-04-25 | 60 | 37 | 48.5 | -2.9 | 16 | 0 | 0.00 | 0.0 | 0 |
| 2024-04-26 | 62 | 39 | 50.5 | -1.2 | 14 | 0 | 0.00 | 0.0 | 0 |
| 2024-04-27 | 64 | 45 | 54.5 | 2.5 | 10 | 0 | 0.09 | 0.0 | 0 |
| 2024-04-28 | 79 | 58 | 68.5 | 16.1 | 0 | 4 | 0.22 | 0.0 | 0 |
| 2024-04-29 | 67 | 59 | 63.0 | 10.3 | 2 | 0 | 0.33 | 0.0 | 0 |
| 2024-04-30 | 60 | 39 | 49.5 | -3.6 | 15 | 0 | 0.00 | 0.0 | 0 |
| Sum | 1802 | 1175 | - | - | 458 | 5 | 4.41 | T | - |
| Average | 60.1 | 39.2 | 49.6 | 1.5 | - | - | - | - | 0.0 |
| Normal | 59.2 | 37.0 | 48.1 | - | 509 | 2 | 4.00 | M | - |

Observations for each day cover the 24 hours ending
at the time given below (Local Standard Time).
Observation times may have changed during this period.

Max Temperature : 7am, 6am, 5am, 4am

Min Temperature : 7am, 6am, 5am, 4am

Precipitation : 7am, 6am, 5am, 4am

Snowfall : 7am, 6am, 5am, 4am

Snow Depth : 7am, 6am, 5am, 4am

The City of Monticello, Iowa

RESOLUTION #

Approving Pay Request #2 to Tank Pro, Inc., Re: South Water Tower Repainting and Maintenance Project in the amount of \$129,630.35

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

WHEREAS, Tank Pro, Inc. contracted with the City to sand blast, prime, paint and do maintenance on the South water tower, and

WHEREAS, Tank Pro, Inc. has submitted their second pay request in the gross amount of \$136,453.00 which, after reducing same by the contractually agreed upon 5% retainer, reduces the current amount due to \$129,630.35, and

WHEREAS, The Council finds that the pay request is supported by the work completed and that the City Engineer has recommended approval of said pay request.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the second pay request from Tank Pro, Inc., in the amount of \$129,630.35, same reflecting the maintenance of a 5% retainer in the current amount of \$11,429.15.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 20th day of May 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



May 1, 2024

Mayor and City Council
City of Monticello
200 East 1st Street
Monticello, IA 52310

RE: CONTRACTOR'S APPLICATION FOR PAYMENT #1 - WASTEWATER
TREATMENT PLANT IMPROVEMENTS – BILL BRUCE BUILDERS, INC

Dear Mayor and City Council:

Enclosed for your review and approval is the Contractor's Application for Payment #1 for work completed on the Wastewater Treatment Plant Improvement Project.

Application for Payment includes costs associated with bonds, insurance, precast structural concrete stored materials, SWPPP, water main installation, initial excavations for the biosolids building, shop drawings and demolition of the cold storage building.

I have reviewed the application for payment and find it in agreement with the work completed to date. I, therefore, recommend approval of the Application for Payment #1 in the amount of **\$801,958.69** to Bill Bruce Builders, Inc.

Respectfully,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Nick Eisenbacher', is written over a light blue horizontal line.

Nick Eisenbacher, P.E.
Project Engineer

Enclosure: Bill Bruce Builders, Inc Contractor's Application for Payment #1

cc: Karen Howe & David Kull, USDA Rural Development; Russ Farnum and Jim Tjaden City of Monticello

Contractor's Application for Payment

| | |
|--|---|
| Owner: <u>City of Monticello</u> | Owner's Project No.: <u>120.1109.08</u> |
| Engineer: <u>Snyder & Associates, Inc.</u> | Engineer's Project No.: <u>120.1109.08</u> |
| Contractor: <u>Bill Bruce Builders, Inc.</u> | Contractor's Project No.: <u>20231024</u> |
| Project: <u>Wastewater Treatment Plant (WWTP) Improvements</u> | |
| Contract: <u>Wastewater Treatment Plant Improvements</u> | |
| Application No.: <u>1</u> Application Date: <u>4/19/2024</u> | |
| Application Period: From <u>1/16/2024</u> to <u>4/19/2024</u> | |

| | |
|--|--------------------|
| 1. Original Contract Price | \$ 23,448,000.00 - |
| 2. Net change by Change Orders | \$ - |
| 3. Current Contract Price (Line 1 + Line 2) | \$ 23,448,000.00 - |
| 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ 844,167.04 - |
| 5. Retainage | |
| a. <u>5%</u> X <u>\$ 685,048.04 -</u> Work Completed | \$ 34,252.40 - |
| b. <u>5%</u> X <u>\$ 159,119.00 -</u> Stored Materials | \$ 7,955.95 - |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ 42,208.35 - |
| 6. Amount eligible to date (Line 4 - Line 5.c) | \$ 801,958.69 - |
| 7. Less previous payments (Line 6 from prior application) | |
| 8. Amount due this application | \$ 801,958.69 - |
| 9. Balance to finish, including retainage (Line 3 - Line 4) | \$ 22,646,041.31 - |

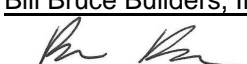
Contractor's Certification


The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

| |
|---|
| Contractor: <u>Bill Bruce Builders, Inc.</u> |
| Signature: <u></u> Date: <u>5/1/2024</u> |

| | |
|---|--------------------------|
| Recommended by Engineer | Approved by Owner |
| By: <u></u> | By: _____ |
| Title: <u>Project Engineer</u> | Title: _____ |
| Date: <u>5/1/2024</u> | Date: _____ |
| Approved by Funding Agency | |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Progress Estimate - Lump Sum Work

| | |
|-------------|--|
| Owner: | City of Monticello |
| Engineer: | Snyder & Associates, Inc. |
| Contractor: | Bill Bruce Builders, Inc. |
| Project: | Wastewater Treatment Plant (WWTP) Improvements |
| Contract: | Wastewater Treatment Plant Improvements |

Contractor's Application for Payment

| | |
|--------------------------|-------------|
| Owner's Project No: | 120.1109.08 |
| Engineer's Project No: | 120.1109.08 |
| Contractor's Project No. | 20231024 |

Application No.: 1 Application Period: From 1/16/2024 to 4/19/2024 Application Date: 04/19/24

| A | B | C | D | E | F | G | H | I |
|-------------------|---|--------------------|--|----------------|---|--|--------------|------------------------------------|
| ITEM # | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED | | MATERIALS PRESENTLY STORED (Not in D or E) | TOTAL COMPLETED & STORED TO DATE (D + E + F) | % (G / C) | BALANCE TO FINISH (C - G) |
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | |
| Original Contract | | | | | | | | |
| 1 | Insurance - Bond | 175,724.00 | | 175,724.00 | | 175,724.00 | 100% | 0.00 |
| 2 | Insurance - Builders Risk | 36,000.00 | | 36,000.00 | | 36,000.00 | 100% | 0.00 |
| 3 | Insurance - General Liability | 135,000.00 | | 135,000.00 | | 135,000.00 | 100% | 0.00 |
| 4 | Preconstruction | 12,000.00 | | 12,000.00 | | 12,000.00 | 100% | 0.00 |
| 5 | General Conditions - 36 Months | 2,002,468.00 | | 55,624.11 | | 55,624.11 | 3% | 1,946,843.89 |
| 6 | Submittals | 50,000.00 | | 12,500.00 | | 12,500.00 | 25% | 37,500.00 |
| 7 | Concrete Reinforcing | 1,207,086.00 | | | | 0.00 | 0% | 1,207,086.00 |
| 8 | Cast-In-Place Concrete | 950,000.00 | | | | 0.00 | 0% | 950,000.00 |
| 9 | Rebar Labor | 1,000,000.00 | | | | 0.00 | 0% | 1,000,000.00 |
| 10 | Concrete - Aeromod | 1,610,500.00 | | | | 0.00 | 0% | 1,610,500.00 |
| 11 | Concrete - BioSolids | 927,500.00 | | | | 0.00 | 0% | 927,500.00 |
| 12 | Concrete - Generator | 12,800.00 | | | | 0.00 | 0% | 12,800.00 |
| 13 | Concrete - Controls & UV Building | 260,000.00 | | | | 0.00 | 0% | 260,000.00 |
| 14 | Concrete - Truck Dump Oil Sand Interceptor | 30,000.00 | | | | 0.00 | 0% | 30,000.00 |
| 15 | Concrete Paving | 130,000.00 | | | | 0.00 | 0% | 130,000.00 |
| 16 | Mobilization | 300,000.00 | | | | 0.00 | 0% | 300,000.00 |
| 17 | Placement on Project | 179,200.00 | | | | 0.00 | 0% | 179,200.00 |
| 18 | Digging for Electrical/Concrete around pipes | 100,000.00 | | | | 0.00 | 0% | 100,000.00 |
| 19 | Sluice Gates/Slides Gates Install | 50,000.00 | | | | 0.00 | 0% | 50,000.00 |
| 20 | Liquid Process Pipe Install | 50,000.00 | | | | 0.00 | 0% | 50,000.00 |
| 21 | Shaftless Screw Conveyor - Labor | 20,000.00 | | | | 0.00 | 0% | 20,000.00 |
| 22 | Seondary Containment Scale - Labor | 10,000.00 | | | | 0.00 | 0% | 10,000.00 |
| 23 | Ploymer Blending and Feed Equipment - Labor | 10,000.00 | | | | 0.00 | 0% | 10,000.00 |
| 24 | Rotary Press System - Labor | 20,000.00 | | | | 0.00 | 0% | 20,000.00 |
| 25 | Precast Structural Concrete - Engineering | 24,000.00 | | 24,000.00 | | 24,000.00 | 100% | 0.00 |
| 26 | Precast Structural Concrete - Wall Panels | 368,127.00 | | | 130,359.00 | 130,359.00 | 35% | 237,768.00 |
| 27 | Precast Structural Concrete - 10" Hollowcore | 96,927.00 | | | | 0.00 | 0% | 96,927.00 |
| 28 | Precast Structural Concrete - 8" Hollowcore | 28,760.00 | | | 28,760.00 | 28,760.00 | 100% | 0.00 |
| 29 | Precast Structural Concrete - Trucking | 16,320.00 | | | | 0.00 | 0% | 16,320.00 |
| 30 | Precast Structural Concrete - Wash | 14,100.00 | | | | 0.00 | 0% | 14,100.00 |
| 31 | Precast Strucutral Concrete - Caulking & Grouting | 45,500.00 | | | | 0.00 | 0% | 45,500.00 |
| 32 | Precast & Steel Erection | 199,400.00 | | | | 0.00 | 0% | 199,400.00 |
| 33 | Masonry | 150,000.00 | | | | 0.00 | 0% | 150,000.00 |
| 34 | Structural Steel Fabrication | 199,750.00 | | | | 0.00 | 0% | 199,750.00 |
| 35 | Rough Carpentry - Labor | 66,000.00 | | | | 0.00 | 0% | 66,000.00 |
| 36 | Demolition of Metal Panels | 12,800.00 | | | | 0.00 | 0% | 12,800.00 |
| 37 | Metal Panel Install | 45,980.00 | | | | 0.00 | 0% | 45,980.00 |
| 38 | EPDM Roofing | 192,400.00 | | | | 0.00 | 0% | 192,400.00 |
| 39 | Sectional Doors | 76,462.00 | | | | 0.00 | 0% | 76,462.00 |
| 40 | FRP Aluminum Hybrid Doors | 77,155.00 | | | | 0.00 | 0% | 77,155.00 |
| 41 | Aluminum Framed Entrances and Storefronts | 30,090.00 | | | | 0.00 | 0% | 30,090.00 |
| 42 | Painting | 124,931.00 | | | | 0.00 | 0% | 124,931.00 |
| 43 | Specialties | 8,030.00 | | | | 0.00 | 0% | 8,030.00 |
| 44 | Lab Equipment - End Loader | 179,000.00 | | | | 0.00 | 0% | 179,000.00 |
| 45 | Lab Equipment - Hotsy Pressure Washer | 7,800.00 | | | | 0.00 | 0% | 7,800.00 |
| 46 | Refrigerated Composite Sampler | 27,500.00 | | | | 0.00 | 0% | 27,500.00 |
| 47 | Plumbing / HVAC | 499,980.00 | | | | 0.00 | 0% | 499,980.00 |
| 48 | Electrical - General Conditions (temp pwer, submittals & Mob) | 144,025.00 | | | | 0.00 | 0% | 144,025.00 |
| 49 | Electrical - Service Equipment | 675,000.00 | | | | 0.00 | 0% | 675,000.00 |
| 50 | Electrical - Site Work | 310,613.00 | | | | 0.00 | 0% | 310,613.00 |
| 51 | Electrical - Building Power and Equipment | 310,612.00 | | | | 0.00 | 0% | 310,612.00 |
| 52 | Lagoon Sludge Removal | 93,900.00 | | | | 0.00 | 0% | 93,900.00 |
| 53 | SWPPP Installation | 43,795.00 | | 1,344.20 | | 1,344.20 | 3% | 42,450.80 |
| 54 | SWPPP Inspections | 14,600.00 | | 2,000.00 | | 2,000.00 | 14% | 12,600.00 |
| 55 | Retaining Walls | 43,207.00 | | | | 0.00 | 0% | 43,207.00 |
| 56 | MOBILIZATION | 219,649.00 | | 21,964.89 | | 21,964.89 | 10% | 197,684.11 |

| | | | | | | | | |
|-------------------------|---|------------------|------|---------------|---------------|---------------|---------|------------------|
| 57 | TOPSOIL STRIP SALVAGE SPREAD | 58,971.00 | | 5,710.00 | | 5,710.00 | 10% | 53,261.00 |
| 58 | SITE GRADING | 148,842.00 | | 3,492.00 | | 3,492.00 | 2% | 145,350.00 |
| 59 | ROCK SURFACING AND SUBBASE | 62,214.00 | | | | 0.00 | 0% | 62,214.00 |
| 60 | WATER MAIN AND SERVICES | 322,021.00 | | 115,869.48 | | 115,869.48 | 36% | 206,151.52 |
| 61 | PRV VALVE VAULT | 61,312.00 | | | | 0.00 | 0% | 61,312.00 |
| 62 | 4" SANITARY FORCE MAIN | 34,589.00 | | | | 0.00 | 0% | 34,589.00 |
| 63 | 8" SANITARY GRAVITY MAIN | 72,519.00 | | | | 0.00 | 0% | 72,519.00 |
| 64 | 10" SANITARY FORCE MAIN | 19,920.00 | | | | 0.00 | 0% | 19,920.00 |
| 65 | 16" SANITARY GRAVITY MAIN | 21,984.00 | | | | 0.00 | 0% | 21,984.00 |
| 66 | 18" SANITARY GRAVITY MAIN | 128,356.00 | | | | 0.00 | 0% | 128,356.00 |
| 67 | SANITARY MANHOLES | 254,293.00 | | | | 0.00 | 0% | 254,293.00 |
| 68 | MH-11 DIGESTED SLUDGE PS & VV | 94,292.00 | | | | 0.00 | 0% | 94,292.00 |
| 69 | EFFLUENT PS & VV | 424,757.00 | | | | 0.00 | 0% | 424,757.00 |
| 70 | BYPASS PUMPING | 145,830.00 | | | | 0.00 | 0% | 145,830.00 |
| 71 | STORM SEWER AND DRAIN TILE | 59,390.00 | | | | 0.00 | 0% | 59,390.00 |
| 72 | TRUCK DUMP TANK & SANITARY | 52,864.00 | | | | 0.00 | 0% | 52,864.00 |
| 73 | STRUCTURE EXCAVATION | 334,347.00 | | 11,010.00 | | 11,010.00 | 3% | 323,337.00 |
| 74 | STRUCTURE BACKFILL | 283,748.00 | | | | 0.00 | 0% | 283,748.00 |
| 75 | STRUCTURE SUBBASE | 204,903.00 | | | | 0.00 | 0% | 204,903.00 |
| 76 | DEMO | 304,279.00 | | 5,878.57 | | 5,878.57 | 2% | 298,400.43 |
| 77 | DEWATERING | 164,411.00 | | | | 0.00 | 0% | 164,411.00 |
| 78 | Wall Mounted Walkways - Install | 34,000.00 | | | | 0.00 | 0% | 34,000.00 |
| 79 | Stop Logs / Stainless Steel Sluices Gates & Slide Gates | 94,800.00 | | | | 0.00 | 0% | 94,800.00 |
| 80 | Split-Clarator Secondary Clarifier | 688,417.00 | | | | 0.00 | 0% | 688,417.00 |
| 81 | Wall Mounted Aerators | 371,879.00 | | | | 0.00 | 0% | 371,879.00 |
| 82 | Sludge Management | 10,959.00 | | | | 0.00 | 0% | 10,959.00 |
| 83 | Plant Process Controls | 123,612.00 | | | | 0.00 | 0% | 123,612.00 |
| 84 | Wall mounted Walkways | 308,612.00 | | | | 0.00 | 0% | 308,612.00 |
| 85 | Actuagted Valves | 93,971.00 | | | | 0.00 | 0% | 93,971.00 |
| 86 | Sluice Gates & Hand Lift Stop Plates | 21,206.00 | | | | 0.00 | 0% | 21,206.00 |
| 87 | Aeration Blower and Controls | 649,681.00 | | | | 0.00 | 0% | 649,681.00 |
| 88 | Probe Module & Sensor Probes | 19,213.00 | | | | 0.00 | 0% | 19,213.00 |
| 89 | Clarifier Algae Control | 20,857.00 | | | | 0.00 | 0% | 20,857.00 |
| 90 | Bio-P Selector Tank Mixing | 65,643.00 | | | | 0.00 | 0% | 65,643.00 |
| 91 | Installation Materials and Spare Parts | 91,750.00 | | | | 0.00 | 0% | 91,750.00 |
| 92 | Manufacturer's Services | 14,500.00 | | | | 0.00 | 0% | 14,500.00 |
| 93 | Freight | 14,400.00 | | | | 0.00 | 0% | 14,400.00 |
| 94 | Variable Frequency Motor Controllers / Controls / Submersible Pumps | 1,514,000.00 | | | | 0.00 | 0% | 1,514,000.00 |
| 95 | Fabricated Stainless Steel - Labor | 100,750.00 | | | | 0.00 | 0% | 100,750.00 |
| 96 | Fabricated Stainless Steel - Materials | 170,000.00 | | | | 0.00 | 0% | 170,000.00 |
| 97 | 30% with Purchase Agreement - Enaqua | 45,897.00 | | | | 0.00 | 0% | 45,897.00 |
| 98 | 30% on Return of Approved Submittal - Enaqua | 45,897.00 | | | | 0.00 | 0% | 45,897.00 |
| 99 | 30% on Delivery of Goods to Jobsite - Enaqua | 45,897.00 | | | | 0.00 | 0% | 45,897.00 |
| 100 | 10% Following Start Up on System - Enaqua | 15,299.00 | | | | 0.00 | 0% | 15,299.00 |
| 101 | Girt Classifying & Washer | 104,099.00 | | | | 0.00 | 0% | 104,099.00 |
| 102 | Checical Containments & Scales / Polymer Blending & Feed Equipment Checical Feed / Shaftless Screw Conveyor | 280,527.00 | | | | 0.00 | 0% | 280,527.00 |
| 103 | Liquid Process Piping - Man Holes, Valves, and Piping | 190,648.00 | | | | 0.00 | 0% | 190,648.00 |
| 104 | Fournier - Rotary Press Submittals | 75,220.95 | | | | 0.00 | 0% | 75,220.95 |
| 104.1 | Fournier - Rotary Press | 426,252.05 | | | | 0.00 | 0% | 426,252.05 |
| 105 | Utility Materials - Piping, valves, vaults | 931,480.00 | | 66,930.79 | | 66,930.79 | 7% | 864,549.21 |
| Orginal Contract Totals | | \$ 23,448,000.00 | \$ - | \$ 685,048.04 | \$ 159,119.00 | \$ 844,167.04 | \$ 0.04 | \$ 22,603,832.96 |

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:City of Monticello

Engineer:Snyder & Associates, Inc.

Contractor:Bill Bruce Builders, Inc.

Project:Wastewater Treatment Plant (WWTP) Improvements

Contract:Wastewater Treatment Plant Improvements

Owner's Project No:120.1109.08

Engineer's Project No:120.1109.08

Contractor's Project No:20231024

Application No.:1

Application Period:From1/16/2024to4/19/2024

Application Date:04/19/24

| A | B | C | D | E | F | G | H | I |
|---------------|---------------------|--------------------|--|----------------|---|--|--------------|------------------------------------|
| ITEM # | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED | | MATERIALS PRESENTLY STORED (Not in D or E) | TOTAL COMPLETED & STORED TO DATE (D + E + F) | % (G / C) | BALANCE TO FINISH (C - G) |
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | |
| Change Orders | | | | | | | | |
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Contractor's Application for Payment

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|--------------------|--|
| Owner: | City of Monticello |
| Engineer: | Snyder & Associates, Inc. |
| Contractor: | Bill Bruce Builders, Inc. |
| Project: | Wastewater Treatment Plant (WWTP) Improvements |
| Contract: | Wastewater Treatment Plant Improvements |

| | |
|--------------------------|-------------|
| Owner's Project No: | 120.1109.08 |
| Engineer's Project No: | 120.1109.08 |
| Contractor's Project No. | 20231024 |

Application No.: 1 Application Period: From 1/16/2024 to 4/19/2024

Application Date: 04/19/24

[illegible]

The City of Monticello, Iowa

RESOLUTION #

Approving Pay Request #1 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$889,162.99

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

WHEREAS, Bill Bruce Builders, Inc. contracted with the City for the construction of public improvements described in general, as construction of the Wastewater Treatment Facility Improvements Project, and

WHEREAS, Bill Bruce Builders, Inc. has submitted their first pay request in the gross amount of \$935,961.04 which, after reducing same by the contractually agreed upon 5% retainer, reduces the current amount due to \$889,162.99, and

WHEREAS, The Council finds that the pay request is supported by the work completed and that the City Engineer has recommended approval of said pay request.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the first pay request from Bill Bruce Builders, Inc., in the amount of \$889,162.99, same reflecting the maintenance of a 5% retainer in the current amount of \$46,798.05.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 20th day of May 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 05/14/2024
Preparer: Russell Farnum



Agenda Item: # 5
Agenda Date: 05/20/2024

Communication Page

Agenda Items Description: Approval of Updated Waste Water Treatment Plant Change Order #1

Type of Action Requested: Resolution

Attachments & Enclosures:
Resolution

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

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Synopsis: USDA indicated that this change order would be approved by them if approved by the City. The City Council reviewed and approved this change order as a not-to-exceed price at the May 6 Council meeting.

Since then, Bruce Builders has provided an alternate bid on the shoring, with a bid of \$295,000 instead of \$360,000, for a reduction in cost of \$65,000.

The revised Change Order is attached.

Recommendation: To assure USDA compliance, Council approval is recommended.

The City of Monticello, Iowa

RESOLUTION

Finally, Approving Change Order #1 in the amount of \$763,990.30, as submitted by Bill Bruce Builders related to the Monticello Wastewater Treatment Plant Improvements

WHEREAS, Bill Bruce Builders is contracted with the City to complete the Monticello Wastewater Treatment Plant Improvements, and

WHEREAS, Bill Bruce Builders has submitted Change Order #1 tied to shifting the Biosolids Building and provide removal of unsuitable soils. This proposal includes removal of unsuitable materials, import of suitable materials, and tire disposal offsite as outlined in Central Excavating proposal. This includes shoring as outlined by Peterson Contractors. This includes providing testing as outlined in Braun Interec proposal. Bruce Builders will be providing additional extended general conditions. Please note, this is assuming approval of change order by May 7, 2024 and 83 calendar day scheduled extension, with the increased not to exceed amount of \$833,332.30. Council approved the not to exceed amount with Resolution 2024-80, dated May 6, 2024, and

WHEREAS, Bill Bruce Builders has submitted modified Change Order #1 tied to shifting the Biosolids Building and provide removal of unsuitable soils. Surveying will be by Snyder and Associates. Since the unknown unsuitable soils are unknown, this is the best estimated quantities and additional soil removal maybe required, along with dewatering. Dewatering and additional quantities above Central Excavating's Proposal is not included. These would be requested in future change order, and

WHEREAS, The City Engineer has reviewed the proposed modified Change Order #1 in the amount of \$763,990.30 and recommends that it be approved by the City Council.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve modified Change Order #1 submitted by Bill Bruce Builders related to the Monticello Wastewater Treatment Plant Improvements in the increased amount of \$763,990.30.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 20th day of May, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

CHANGE ORDER NO.: 1

Owner: City of Monticello

Engineer: Snyder & Associates

Contractor: Bill Bruce Builders

Project: Wastewater Treatment Plant
Improvements

Contract Name: Wastewater Treatment
Plant Improvements

Date Issued: January 17, 2024

Owner's Project No.:

Engineer's Project No.:
121.1109

Contractor's Project No.:

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Per ITC #06, Bill Bruce Builders and subcontractor's propose to shift the Biosolids Building and provide removal of unsuitable soils. This proposal includes removal of unsuitable materials, import of suitable materials, and tire disposal offsite as outlined in Central Excavating proposal. This includes shoring as outlined by Jim Schroeder Construction. This includes providing testing as outlined in Braun Interec proposal. Bruce Builders will be providing additional extended general conditions. Please note, this is assuming approval of change order by May 7, 2024 and 83 calendar day scheduled extension. Bill Bruce Builders and subcontractors exclude the items listed on each proposal. Surveying will be by Snyder and Associates. Since the unknown unsuitable soils are unknown, this is the best estimated quantities and additional soil removal maybe required, along with dewatering. Dewatering and additional quantities above Central Excavating proposal is not included. These would be requested in future change order. Refer to Central Excavating proposal for unit prices for these additional costs. Note, shoring will be left in place and cut below grade.

Attachments:

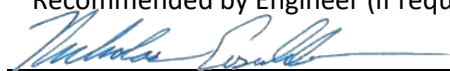
Bill Bruce Builders Change Request #1 dated 5/1/24.

Change in Contract Times

| Change in Contract Price | | Change in Contract Times | |
|--|--|--|--------------------|
| Original Contract Price: | | Original Contract Times: | |
| \$ 23,448,000.00 | | Substantial Completion: | September 26, 2026 |
| | | Ready for final payment: | November 25, 2026 |
| N/A from previously approved Change Orders No. 0 | | N/A from previously approved Change Orders No.0 to No. 0 | |
| \$ 0 | | Substantial Completion: | September 26, 2026 |
| | | Ready for final payment: | November 25, 2026 |
| Contract Price prior to this Change Order: | | Contract Times prior to this Change Order: | |
| \$ 23,448,000.00 | | Substantial Completion: | September 26, 2026 |
| | | Ready for final payment: | November 25, 2026 |
| Increase this Change Order: | | Increase this Change Order: | |
| \$ 763,990.30 | | Substantial Completion: | December 23, 2026 |
| | | Ready for final payment: | January 27, 2027 |
| Contract Price incorporating this Change Order: | | Contract Times with all approved Change Orders: | |
| \$ 24,211,990.30 | | Substantial Completion: | December 23, 2026 |
| | | Ready for final payment: | January 27, 2027 |
| | | | |
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Recommended by Engineer (if required)

By:



Title:

Project Engineer

Date:

5/9/2024

Authorized by Owner

By:

Title:

Date:

Accepted by Contractor

Approved by Funding Agency (if applicable)



Bill Bruce Builders
900 E Franklin Street
Eldridge, IA 52748

Change Request

Date: 5/1/2024

Project: Monticello Wastewater Treatment Plant Improvements

Change Order #: 1
ITC #: 6
Date Submitted: 5/1/2024
Due Date: 5/7/2024

This Change Order Increases the amount of days to complete the job by 83 calendar days.

Description:

Per ITC #06, Bill Bruce Builders and subcontractor's propose to shift the Biosolids Building and provide removal of unsuitable soils. This proposal includes removal of unsuitable materials, import of suitable materials, and tire disposal offsite as outlined in Central Excavating proposal. This includes shoring as outlined by Jim Schroeder Construction. This includes providing testing as outlined in Braun Intertec proposal. Bruce Builders will be providing additional extended general conditions. Please note, this is assuming approval of change order by May 7, 2024 and 83 calendar day scheduled extension. Bill Bruce Builders and subcontractors exclude the items listed on each proposal. Surveying will be by Snyder and Associates. Since the unknown unsuitable soils are unknown, this is the best estimated quantities and additional soil removal maybe required, along with dewatering. Dewatering is not included. These would be requested in future change order. Refer to Central Excavating proposal for unit prices for these additional costs. Note, shoring will be left in place and cut below grade.

Subcontractor Cost:

| | |
|--|----------------------|
| Central Excavating, Inc | \$ 295,517.78 |
| Jim Schroeder Construction | \$ 295,000.00 |
| Absolute Group - Type 2 Seed and Straw Mulch - .5 AC | \$ 1,000.00 |
| Absolute Group - SWPPP Inspections - 3 Months | \$ 1,050.00 |
| Cut Piles 3' below of grade | \$ 1,860.00 |
| Total Subcontractor Cost: | \$ 594,427.78 |
| Subcontractor Mark-up | \$ 29,721.39 |

Special Consultants/Other Expenses


| | |
|--|---------------------|
| Braun Intertec | \$ 57,932.00 |
| Office Trailer - \$750/month - 3 Months | \$ 2,250.00 |
| Porta-John - \$205/month - 3 months | \$ 615.00 |
| Transportation Cost - Superintendent - 123miles round trip/day - \$0.67/mile | \$ 4,862.19 |
| Total Special Consultants/Other Expenses | \$ 65,659.19 |

Contractor Cost:

| | |
|--|---------------------|
| On-Site Superintendent - 59 working days, 8hrs/day = 472MH | \$ 33,512.00 |
| Project Manager - 59 working days, 2 hrs/day = 118MH | \$ 9,912.00 |
| Ast. Project Manager - 59 working days, 3 hrs/day = 177MH | \$ 10,620.00 |
| Total Contractor Cost: | \$ 54,044.00 |
| Contractor Mark-up | \$ 8,106.60 |

| | | |
|--|--------------------------|----------------------|
| | Subtotal Amount | \$ 751,958.96 |
| | P&P Bond | \$ 5,639.69 |
| | GL Insurance | \$ 4,511.75 |
| | Builder's Risk Insurance | \$ 1,879.90 |
| | Grand Total | \$ 763,990.30 |

Approved By

Engineer:

Name:

5/9/2024
Date:

Owner:

Name:

Date:

CENTRAL EXCAVATING^{INC.}

Bettendorf, Iowa

May 1, 2024

Bill Bruce
Bill Bruce Builders, Inc.
900 E. Franklin Street
Eldridge, IA 52748

RE: Monticello WWTP Improvements – ITC #6 Pricing

Central Excavating, Inc. is in receipt of ITC #6 dated 4/24/2024. The shoring is priced separately and not included in this proposal. See attached sheet for pricing breakdown.

ITC #6 Net Change **\$295,517.78/LUMP SUM**

Unit Prices:

Removal of Unsuitable Materials Offsite \$24.85/CY

- Assumes 9 CY/Load for Tandem Dump Truck.

Import of Suitable Materials \$21.90/TN

- Lime Screenings to be measured by Scale Tickets

Tire Disposal Offsite \$3,790.00/Tandem Dump Truck Load

- Includes sorting of tires, loading, hauling and disposal fees. One truck load is included in lump sum pricing above.

Unit Prices Not Included in Lump Sum Above:

Macadam Stone Base (If needed) \$34.35/TN

- Large Clean Stone to Be Utilized to Stabilize Excavation Bottom if Ground Water is Present at Bottom of Over-Excavation

Engineering Fabric (If needed) \$6.00/SY

- (To separate Macadam Stone and Lime Screenings at Bottom of Excavation)

Excludes

- Dewatering for Over-Excavation
- Erosion & Sediment Control, Seeding of Stockpiles, and Traffic Control
- Site and Trench Compaction Testing
- Winter Conditions

Thank You,
Jesse Spain
Central Excavating

1805 State Street, Suite 104, Bettendorf, IA 52722

T (563) 357-0969 E jesse@centralexc.com

Change Order Request

CENTRAL EXCAVATING, INC
1805 STATE STREET, SUITE 104
BETTENDORF, IA 52722

Central No:

CC-2404

Date:

5/1/2024

To:

BILL BRUCE BUILDERS
900 E. FRANKLIN STREET
ELDRIDGE, IA 52748

Attention:

BILL BRUCE

Project Name:

MONTICELLO WWTP IMPROVEMENTS

Project No:

Remarks or Description of Work:

ITC #6

CHANGES PER REVISED CIVIL SHEETS PROVIDED IN ITC #6, INCLUDING RELOCATION OF BIOSOLIDS BUILDING, ASSOCIATED GRADING, AND OVER-EXCAVATION AND BACKFILL OF UNSUITABLE MATERIAL FOUND BENEATH PROPOSED BIOSOLIDS BUILDING

GRADING CHANGES LINE ITEM ASSUMES ONSITE MATERIAL CAN BE USED IN GREEN SPACE AROUND BUILDING

GRADING SUPPORT FOR SHORING INSTALL INCLUDES GRADING A WORKING BENCH FOR SHORING INSTALL AND EQUIPMENT SUPPORT FOR LAGGING INSTALL.

TIRE DISPOSAL OFFSITE INCLUDES SORTING TIRES OFF, LOADING, HAULING AND DISPOSAL FEES PER TANDEM TRUCK LOAD

ADDITIONAL MOBILIZATION INCLUDES REVISING MACHINE CONTROL FILE, MOB FOR NECESSARY EQUIPMENT, AND LAYOUT OF PILING LOCATIONS FOR SHORING SUBCONTRACTOR.

DEWATERING OF OVER-EXCAVATION AREA IS NOT INCLUDED

| | Description | Unit Type | Quantity | Unit Price | Extension |
|--------|---|-----------|----------|---------------|---------------|
| ADD | GRADING CHANGES ON SHEET C2.02 | CY | 1259 | 17.46 | \$ 21,982.14 |
| DEDUCT | AGGREGATE SURFACING | TN | -105 | 21.86 | \$ (2,295.30) |
| DEDUCT | ELIMINATE MH-7 | EA | 1 | \$ (7,964.85) | \$ (7,964.85) |
| DEDUCT | DEDUCT 8" GRAVITY SEWER | LF | -32 | \$ 64.68 | \$ (2,069.76) |
| DEDUCT | DEDUCT 4" FORCE MAIN SEWER | LF | -38 | \$ 49.86 | \$ (1,894.68) |
| ADD | ADD 4" GRAVITY SEWER TO MH-6 FROM TD-2 | LF | 38 | \$ 49.86 | \$ 1,894.68 |
| ADD | ADD 36" CATCH BASIN FOR 4" GRAVITY SEWER | EA | 1 | \$ 6,085.65 | \$ 6,085.65 |
| DEDUCT | DEDUCT 6" WATER MAIN | LF | -50 | \$ 40.07 | \$ (2,003.50) |
| ADD | OVER-EXCAVATION OF UNSUITABLE MATERIAL | CY | 3980 | \$ 24.85 | \$ 98,903.00 |
| ADD | IMPORT SUITABLE MATERIAL | TN | 6766 | \$ 21.90 | \$ 148,175.40 |
| ADD | GRADING SUPPORT FOR SHORING INSTALLATION | LS | 1 | \$ 23,425.00 | \$ 23,425.00 |
| ADD | TIRE DISPOSAL OFFSITE (TANDEM DUMP TRUCK) | EA | 1 | \$ 3,780.00 | \$ 3,780.00 |
| ADD | ADDITIONAL MOBILIZATION | LS | 1 | \$ 7,500.00 | \$ 7,500.00 |
| | | | | | \$ - |
| | SHORING IS PRICED SEPARATELY AND NOT INCLUDED ON THIS PROPOSAL. | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |

TOTAL \$ 295,517.78

Central Excavating, Inc.

By: Jesse Spain

Date: 5/1/2024

JIM SCHROEDER CONSTRUCTION, INC

General Contractor

Bridges - Culverts - Pile Driving - Wastewater & Water Treatment Plants

500 South Second Street, Bellevue, Iowa 52031-1326

Phone (563) 872-5591 Fax (563) 872-3690

May 7, 2024

Central excavating

Re: Monticello WWTP- Temp. Shoring

Attn: Jesse Spain

Proposal

Jim Schroeder Construction, Inc. will provide all labor and equipment, H Pile, and wood lagging to construct a 160' soldier pile wall as per the drawings supplied by Jesse Spain on 5-3-24.

Our scope of work includes the following:

- 1) Mobilization
- 2) Furnish and install approximately 42- HP soldier piles.
- 3) Furnish and install 3"x12" untreated wood lagging to depths from 12' to 18'.
- 4) Furnish and place any required clean stone behind lagging.

Lump Sum cost to complete this work \$ 295,000.00

Please Note: Suitable access to the site to be provided by Central Excavating.

A suitable level crane pad to be provided by Central Excavating.

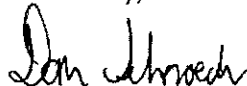
Any required silt fence or erosion control items to be provided by Central Excavating.

We have not included any dewatering. It is assumed that the bottom of the Lagging will be above the ground water elevation.

It is assumed that bedrock is below the required pile tip elevation of 770.00

Thank you for the opportunity to quote this project. Please call me if you have any questions or need further information.

Sincerely,



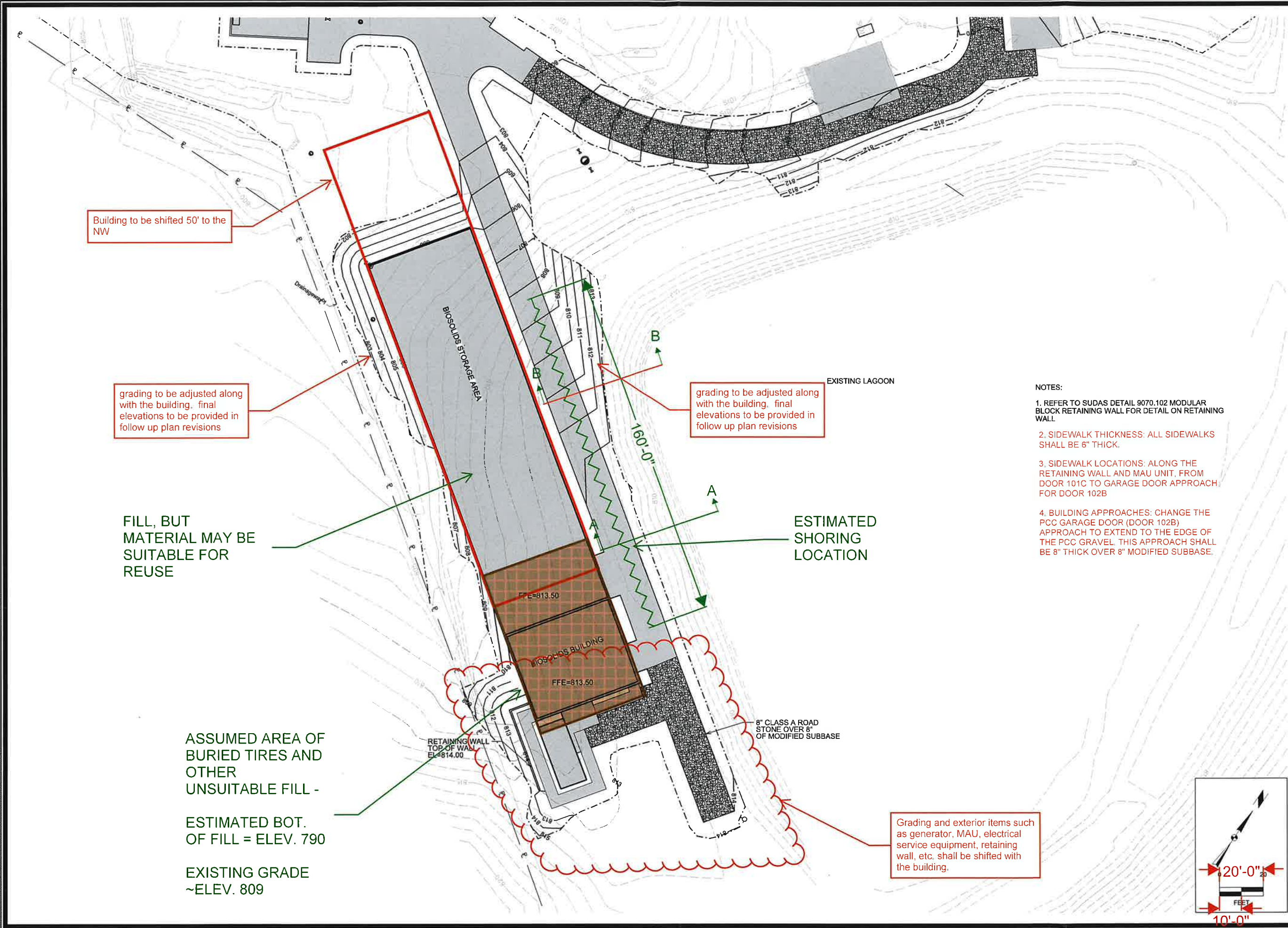
Dan Schroeder, President

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Sheet
1 of 1

9/11/2023
2:34:22 PM

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Building to be shifted 50' to the NW

grading to be adjusted along with the building. final elevations to be provided in follow up plan revisions

FILL, BUT MATERIAL MAY BE SUITABLE FOR REUSE

ASSUMED AREA OF BURIED TIRES AND OTHER UNSUITABLE FILL -

ESTIMATED BOT. OF FILL = ELEV. 790

EXISTING GRADE ~ELEV. 809

grading to be adjusted along with the building. final elevations to be provided in follow up plan revisions

ESTIMATED SHORING LOCATION

Grading and exterior items such as generator, MAU, electrical service equipment, retaining wall, etc. shall be shifted with the building.

NOTES:

1. REFER TO SUDAS DETAIL 9070.102 MODULAR BLOCK RETAINING WALL FOR DETAIL ON RETAINING WALL
2. SIDEWALK THICKNESS: ALL SIDEWALKS SHALL BE 6" THICK.
3. SIDEWALK LOCATIONS: ALONG THE RETAINING WALL AND MAU UNIT, FROM DOOR 101C TO GARAGE DOOR APPROACH, FOR DOOR 102B
4. BUILDING APPROACHES: CHANGE THE PCC GARAGE DOOR (DOOR 102B) APPROACH TO EXTEND TO THE EDGE OF THE PCC GRAVEL. THIS APPROACH SHALL BE 8" THICK OVER 8" MODIFIED SUBBASE.

WASTEWATER TREATMENT IMPROVEMENTS

GRADING PLAN [A]

MONTICELLO, IOWA

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC.



Project No: 1201109

Sheet C2.02

REVISION

DATE

BY

Scale: 1"= 20'

Field Bk

Pg:

Sheet C2.02

Project No: 1201109

Checked By: LRB

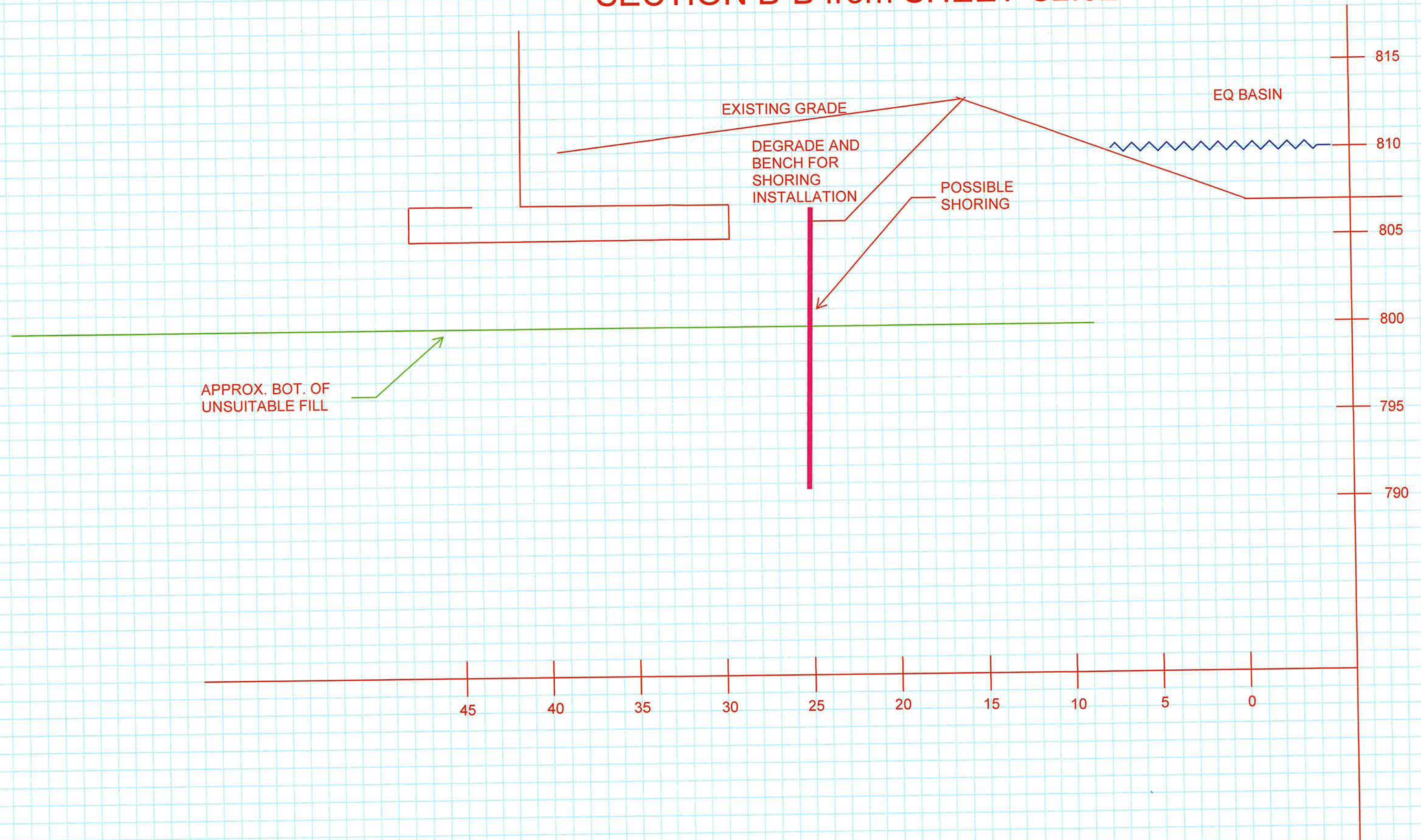
Date: 9/13/2023

Engineer: NAE

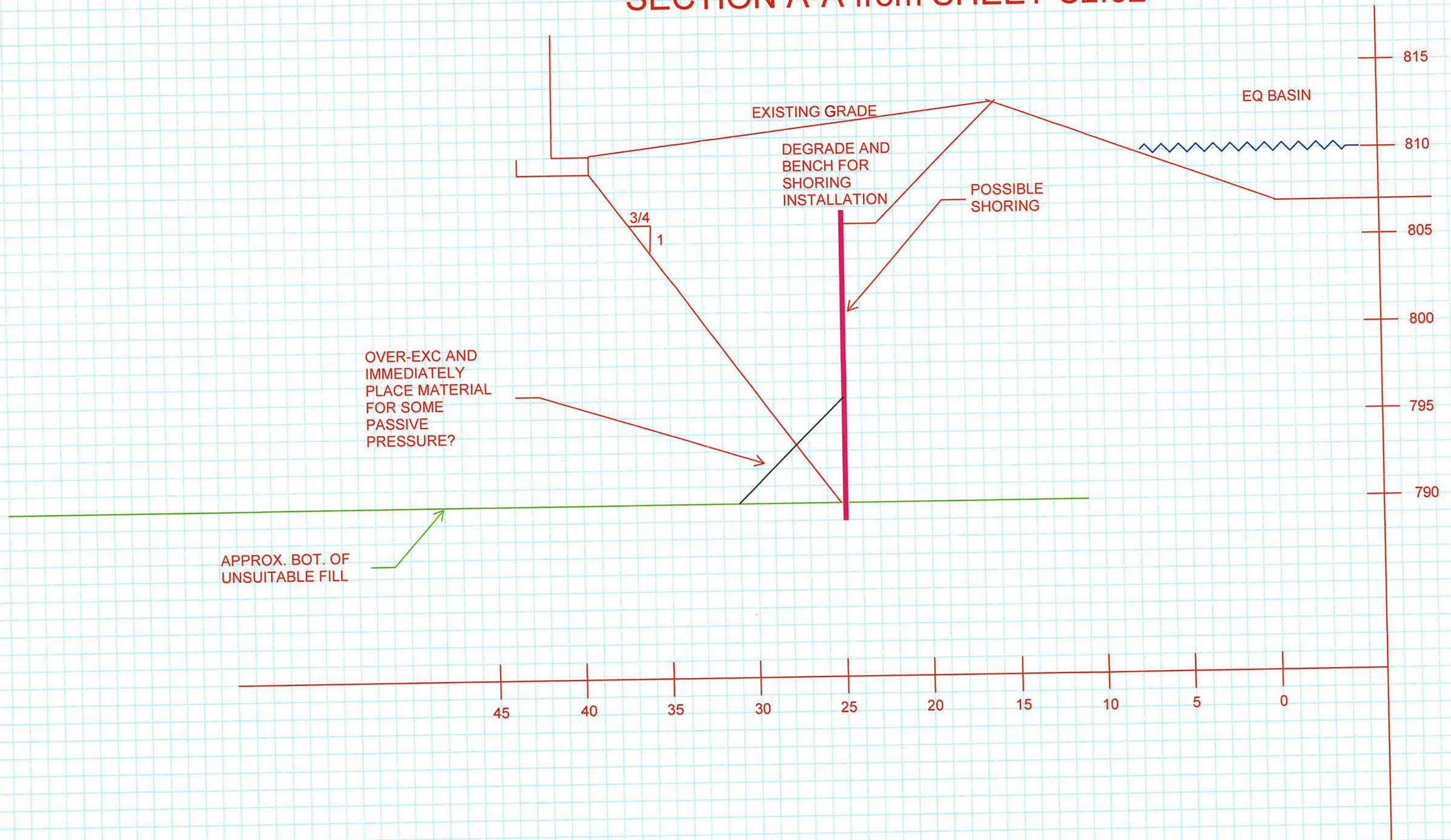
Technician: RWS

Project No: 1201109

SECTION B-B from SHEET C2.02



SECTION A-A from SHEET C2.02



April 19, 2023

Revised Proposal QTB186943

Bill Bruce
Bruce Builders, LLC
900 East Franklin Street
Eldridge, IA 52748

Re: Revised Proposal for Construction Materials Testing Services
Monticello WWTP
1105 East 1st Street
Monticello, Iowa

Dear Mr. Bruce:

Braun Intertec Corporation is pleased to submit this revised proposal to provide construction materials testing services for the Monticello WWTP project at the referenced site.

Since our inception in 1957, we have grown into one of the largest employee-owned engineering firms in the nation. With around 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

We have a history of completing projects with your firm including working with you on projects such as the Mechanicsville WWTP and the Tipton Solid Waste Facility. We believe that our past reputation and record of performance should be considered when evaluating this proposal.

Our Understanding of the Project

This project will initially include the demolition of existing tanks and buildings and sludge removal. New construction involves submersible pumps, screening wash and compaction equipment, placing grid classifier equipment, cast-in-place concrete tanks for active sludge treatment, various tank equipment, non-contact ultraviolet disinfection system, precast effluent reuse lift and pump stations, manholes, a new precast control building, rotary sludge dewatering press, precast buildings and storage area, water main extension and various other utility installation. Other civil improvements include site grading to fill in the emptied lagoon and for the roadway berms and PCC pavement and gravel surfacing. The Aero-mod in-ground tank and building will be constructed over an existing lagoon to be abandoned.

Test pits were completed below the Biosolids building on March 29th and April 5, 2024, to determine the extent of existing fill. We understand the two remediation options below are being considered.

- Removal of the existing fill and replacement with suitable backfill.
- Use a system of Rammed Aggregate Piers to improve the soils below the building. This option would involve a design/installation contractor.

As requested, we are providing an estimated additional fee for each option in this revised proposal.

Available Information

This proposal was prepared using the following documents and information.

- Advertisement for Bid dated September 19, 2023.
- Project plans and specifications prepared by Snyder & Associates, Inc., dated September 13, 2023.
- A Geotechnical Exploration Report prepared by Allender Butzke Engineers, Inc., dated October 25, 2021.
- A meeting on April 9, 2024 with Snyder and Associates, Bruce Builders, and Central Excavating representatives to discuss existing fill.

Project Approach and Staff Qualifications

Communications

Braun Intertec inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day inspections are performed. We strive to have our inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician - Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Scope of Services

Services are performed under the direction of a licensed professional engineer, either on a full-time or periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, foundations or pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed adjacent to walls, and in utility trenches, to determine if the relative compaction was achieved.
- Provide proof-roll observations of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting slabs.
- Engineering oversight and review of the services provided.

Concrete Related Services

- Prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians.
- Perform laboratory compressive strength testing of the concrete samples.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the project team.

Soil Related Services (Option 1)

- Observe the removal of existing fill and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, foundations or pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Test compacted fill placed below the biosolids building as soil correction backfill, to determine if the relative compaction was achieved.

Rammed Aggregate Pier Related Services (Option 2)

- Observe the installation of the rammed aggregate piers on a continuous basis.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- This project will begin in the Spring of 2024 and be substantially complete in 915 calendar days.
- Based on email communication with Nick Eisenbacher on April 3, 2024, we understand that Snyder and Associates will be performing field testing for slump, air, and temperature on the plastic concrete.
- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- Per the project plans and specifications, special inspections and testing for concrete reinforcement, masonry, and structural steel will be provided by the Owner. We can provide these services, if requested, at our current Schedule of Charges.
- No special site-specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal on a time and materials basis for the estimated fees shown below:

| Service and Phase | Estimated Fee |
|---|-----------------------|
| Base Bid: Soils Testing | \$15,005 |
| Base Bid: Compressive Strength Testing | \$19,052 |
| <u>Base Bid: Project Management</u> | <u>\$6,670</u> |
| Option 1 - Remove and Replace (Phase 2) | \$17,205 |
| Option 2 - Rammed Aggregate Piers (Phase 3) | \$17,275 |

A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed**. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Ian Breitlow at 319.423.2317 or ibreitlow@braunintertec.com or Ben Butler at 319.329.3036 or bbutler@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Ian Breitlow, EIT
Staff Engineer



Benjamin Butler, PE
Business Unit Manger

Attachments:

Base Bid Cost Estimate Table Sheet
Option 1 and 2 Cost Estimate Sheet
General Conditions – CMT (1/1/18)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Base Bid Cost Estimate Sheet

QTB186943
Monticello WWTP

Client:

Bruce Builders, LLC
Bill Bruce
900 E Franklin Street
Eldridge, IA 52748

Work Site Address:

1105 East 1st Street
Monticello, IA 52310

Service Description:

Construction Materials Testing Services

| | Description | Quantity | Units | Unit Price | Extension |
|---------------------|---|------------|--------------|-----------------|--------------------|
| Phase 1 | Construction and Materials Testing | | | | |
| Activity 1.1 | Soil Observations and Testing | | | | \$15,005.00 |
| 206 | Excavation Observations | 21.00 | Hour | 68.00 | \$1,428.00 |
| | <i>Work Activity Detail</i> | <i>Qty</i> | <i>Units</i> | <i>Hrs/Unit</i> | <i>Extension</i> |
| | Foundation Excavations | 7.00 | Trips | 3.00 | 21.00 |
| 209 | Sample pick-up | 6.00 | Hour | 58.00 | \$348.00 |
| | <i>Work Activity Detail</i> | <i>Qty</i> | <i>Units</i> | <i>Hrs/Unit</i> | <i>Extension</i> |
| | Proctor Sampling | 2.00 | Trips | 3.00 | 6.00 |
| 211 | Proofroll Observations | 21.00 | Hour | 68.00 | \$1,428.00 |
| | <i>Work Activity Detail</i> | <i>Qty</i> | <i>Units</i> | <i>Hrs/Unit</i> | <i>Extension</i> |
| | Pavement Subgrade | 7.00 | Trips | 3.00 | 21.00 |
| 207 | Compaction Testing - Nuclear | 132.00 | Hour | 58.00 | \$7,656.00 |
| | <i>Work Activity Detail</i> | <i>Qty</i> | <i>Units</i> | <i>Hrs/Unit</i> | <i>Extension</i> |
| | Foundation Wall Backfill | 7.00 | Trips | 8.00 | 56.00 |
| | General Grading/Embankment | 7.00 | Trips | 4.00 | 28.00 |
| | Utility Backfill | 12.00 | Trips | 4.00 | 48.00 |
| 1308 | Nuclear moisture-density meter charge, per hour | 132.00 | Each | 10.00 | \$1,320.00 |
| 1861 | CMT Trip Charge | 42.00 | Each | 50.00 | \$2,100.00 |
| 1318 | Moisture Density Relationship (Standard), per sample | 5.00 | Each | 145.00 | \$725.00 |
| Activity 1.2 | Compressive Strength Testing of Concrete | | | | \$19,052.00 |
| 261 | Concrete Cylinder Casting | 154.00 | Hour | 58.00 | \$8,932.00 |
| | <i>Work Activity Detail</i> | <i>Qty</i> | <i>Units</i> | <i>Hrs/Unit</i> | <i>Extension</i> |
| | Footings | 6.00 | Trips | 3.50 | 21.00 |
| | Wet Wells Taper | 1.00 | Trips | 3.50 | 3.50 |
| | Top Logs | 1.00 | Trips | 3.50 | 3.50 |
| | Mat Slabs | 1.00 | Trips | 3.50 | 3.50 |
| | Walls | 13.00 | Trips | 3.50 | 45.50 |
| | Elevated Slabs | 2.00 | Trips | 3.50 | 7.00 |
| | Generator Foundation | 2.00 | Trips | 3.50 | 7.00 |
| | Slab on Grade | 11.00 | Trips | 3.50 | 38.50 |
| | PCC Pavement | 7.00 | Trips | 3.50 | 24.50 |
| 278 | Concrete Cylinder Pick up | 40.00 | Hour | 58.00 | \$2,320.00 |
| 1861 | CMT Trip Charge | 54.00 | Each | 50.00 | \$2,700.00 |
| 1364 | Compressive strength of concrete cylinders (ASTM C 39),per specimen | 204.00 | Each | 25.00 | \$5,100.00 |
| | <i>Work Activity Detail</i> | <i>Qty</i> | <i>Units</i> | <i>Hrs/Unit</i> | <i>Extension</i> |
| | Footings | 6.00 | Sets | 4.00 | 24.00 |
| | Wet Wells Taper | 1.00 | Sets | 4.00 | 4.00 |
| | Top Logs | 1.00 | Sets | 4.00 | 4.00 |

Base Bid Cost Estimate Sheet

QTB186943
Monticello WWTP

| | | | | | |
|-----------------------|-----------------------------|-------------------|-------------|---------------|--------------------|
| | <i>Mat Slabs</i> | <i>2.00 Sets</i> | <i>4.00</i> | <i>8.00</i> | |
| | <i>Walls</i> | <i>26.00 Sets</i> | <i>4.00</i> | <i>104.00</i> | |
| | <i>Elevated Slabs</i> | <i>2.00 Sets</i> | <i>4.00</i> | <i>8.00</i> | |
| | <i>Generator Foundation</i> | <i>2.00 Sets</i> | <i>4.00</i> | <i>8.00</i> | |
| | <i>Slab on Grade</i> | <i>11.00 Sets</i> | <i>4.00</i> | <i>44.00</i> | |
| Activity 1.3 | Project Management | | | | \$6,670.00 |
| 238 | Project Assistant | 10.00 | Hour | 75.00 | \$750.00 |
| 226 | Project Manager | 35.00 | Hour | 140.00 | \$4,900.00 |
| 128 | Senior Engineer | 6.00 | Hour | 170.00 | \$1,020.00 |
| Phase 1 Total: | | | | | \$40,727.00 |

Option 1 and 2 Cost Estimate Sheet

B2402740 - Change Order 1

Monticello WWTP

4/19/2024

| Change Order Details | | | | | | | |
|--|-----|--|--------|--|--------|--|--------------------|
| Phase: 2 -Option 1 - Remove and Replace | | | | | | | \$17,205.00 |
| Activity: 2.1 -Soils Observations and Testing | | | | | | | \$17,205.00 |
| 206 -Excavation Observations | Add | | 80.00 | | 68.00 | | 5,440.00 |
| 207 -Compaction Testing - Nuclear | Add | | 80.00 | | 58.00 | | 4,640.00 |
| 1308 -Nuclear moisture-density meter charge, per hour | Add | | 80.00 | | 10.00 | | 800.00 |
| 1861 -CMT Trip Charge | Add | | 20.00 | | 50.00 | | 1,000.00 |
| 1318 -Moisture Density Relationship (Standard), per sample | Add | | 5.00 | | 145.00 | | 725.00 |
| 126 -Project Engineer | Add | | 20.00 | | 145.00 | | 2,900.00 |
| 128 -Senior Engineer | Add | | 10.00 | | 170.00 | | 1,700.00 |
| Phase: 3 -Option 2 - Rammed Aggregate Piers | | | | | | | \$17,275.00 |
| Activity: 3.1 -Soil Observations and Testing | | | | | | | \$17,275.00 |
| 240 -Observations, Piles & Piers | Add | | 150.00 | | 90.00 | | 13,500.00 |
| 1861 -CMT Trip Charge | Add | | 15.00 | | 50.00 | | 750.00 |
| 126 -Project Engineer | Add | | 15.00 | | 145.00 | | 2,175.00 |
| 128 -Senior Engineer | Add | | 5.00 | | 170.00 | | 850.00 |

General Conditions

Construction Material Testing and Special Inspections

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

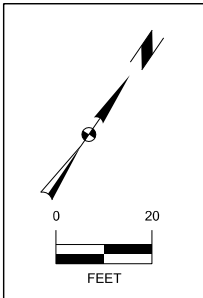
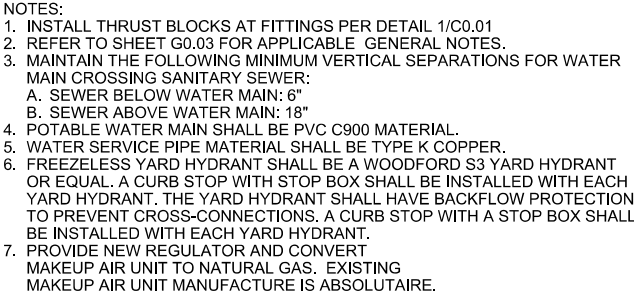
8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



WASTEWATER TREATMENT IMPROVEMENTS

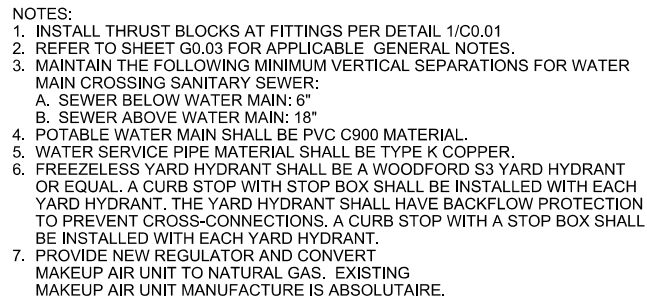
SITE PLAN - POTABLE WATER MAIN [A]

SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com



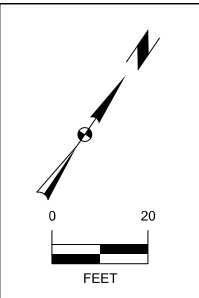
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| Project No: | 1201109 |
| Sheet | C1.01 |



319-362-9394 | www.snyder-associates.com

Project No: **1201109**

Sheet **C1.02**



- NOTES:
1. INSTALL THRUST BLOCKS AT FITTINGS PER DETAIL 1/C0.01
 2. REFER TO SHEET G0.03 FOR APPLICABLE GENERAL NOTES.
 3. GRAVITY SEWER MATERIAL SHALL BE PVC C900.
 4. ALL LIQUID CARRY PIPES SHALL HAVE A MINIMUM OF 5-FT OF GROUND COVER
 5. ALL MANHOLES STRUCTURES WITH RIM ELEVATIONS BELOW 809.60 ARE REQUIRED TO HAVE FLOOD PROOF HATCHES
 6. PIPING AND VALVES ASSOCIATED WITH THE TRUCK DUMP AREA ARE A PART OF THE BASE BID. SEE SUPPLEMENTAL SPECIFICATIONS FOR ADDITIONAL INFORMATION.

[illegible]

WASTEWATER TREATMENT IMPROVEMENTS

SITE PLAN - SANITARY SEWER [A]

MONTICELLO, IOWA

SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

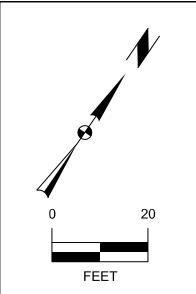
Sheet C1.05



SNYDER
& ASSOCIATES

Project No: 1201109

Sheet C1.05



NOTE:
THE CHANGES IN SEWER ALIGNMENT WERE ONLY CHANGED
ON THIS SHEET. SHEETS C1.01 & C1.02 SHOW THE ALIGNMENT BUT DO NOT HAVE ANY NOTES.
THESE SHEETS WILL NOT BE REISSUED, BUT THE CHANGES SHOWN HERE STILL APPLY TO ALL SHEETS.

- NOTES:
1. INSTALL THRUST BLOCKS AT FITTINGS PER DETAIL 1/C0.01
 2. REFER TO SHEET G0.03 FOR APPLICABLE GENERAL NOTES.
 3. GRAVITY SEWER MATERIAL SHALL BE PVC C900.

WASTEWATER TREATMENT IMPROVEMENTS

SITE PLAN - SANITARY SEWER [A]

MONTICELLO, IOWA

SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snvyder-associates.com

319-362-9394 | www.snyder-associates.com

SNYDER
 & ASSOCIATES

Project No: 1201109

Sheet C1.06

MONTICELLO, IOWA

5005 BOWLING STREET S.W.
CEDAR RAPIDS. IA 52404

319-362-9394 | www.snyder-associates.com

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Project No: 1201109

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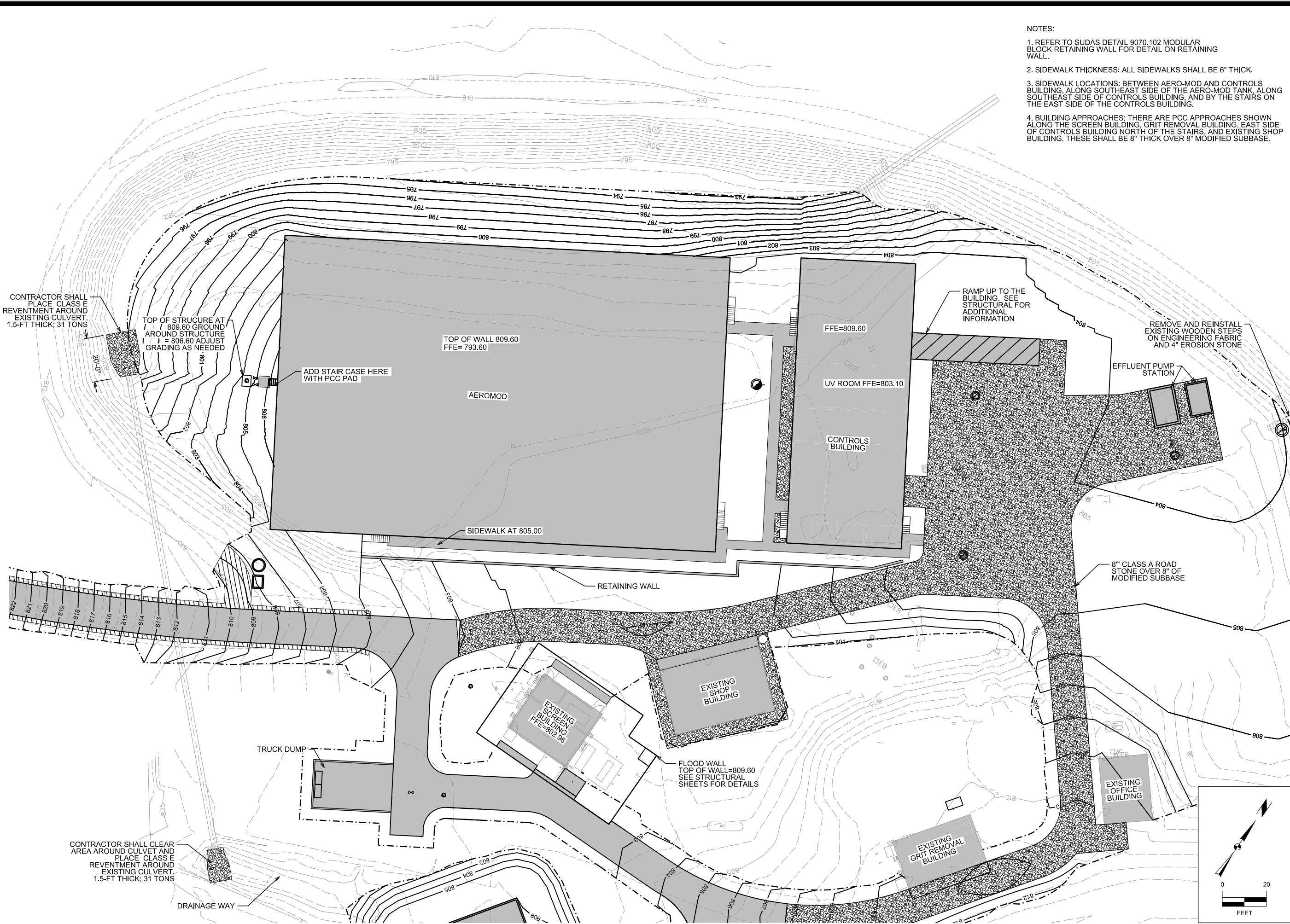
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NOTES:

1. REFER TO SUDAS DETAIL 9070.102 MODULAR BLOCK RETAINING WALL FOR DETAIL ON RETAINING WALL.
2. SIDEWALK THICKNESS: ALL SIDEWALKS SHALL BE 6" THICK.
3. SIDEWALK LOCATIONS: BETWEEN AERO-MOD AND CONTROLS BUILDING, ALONG SOUTHEAST SIDE OF THE AERO-MOD TANK, ALONG SOUTHEAST SIDE OF CONTROLS BUILDING, AND BY THE STAIRS ON THE EAST SIDE OF THE CONTROLS BUILDING.
4. BUILDING APPROACHES: THERE ARE PCC APPROACHES SHOWN ALONG THE SCREEN BUILDING, GRIT REMOVAL BUILDING, EAST SIDE OF CONTROLS BUILDING NORTH OF THE STAIRS, AND EXISTING SHOP BUILDING. THESE SHALL BE 8" THICK OVER 8" MODIFIED SUBBASE.

WASTEWATER TREATMENT IMPROVEMENTS

GRADING PLAN [A]

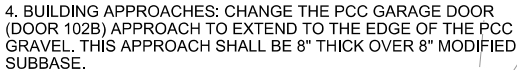
SNYDER & ASSOCIATES, INC.



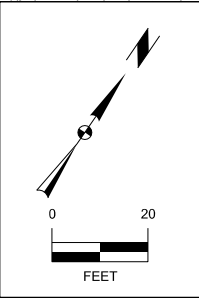
Project No: 1201109

Sheet C2.01

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| Engineer: | NAE | Checked By: | LRB | Scale: 1"= 20' |
| Technician: | RWS | Date: | 9/13/2023 | Field Bk: |
| Project No: | 1201109 | Sheet | C2.01 | |



8" CLASS A ROAD
STONE OVER 8"
OF MODIFIED SUBBASE

319-362-9394 | www.snyder-associates.com

Sheet C2.02

[illegible]

City Council Meeting
Prep. Date: 05/16/2024
Preparer: Russell Farnum



Agenda Item: # 6 & 7
Agenda Date: 05/20/2024

Communication Page

Agenda Items Description: Approve Property Manager Agreement and Lease for 14432 190th St

Type of Action Requested: Resolution (2)

Attachments & Enclosures:
Resolution (2)

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

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Synopsis: Attached are two resolutions related to renting the home the City purchased at 14432 190th Street for the future expansion of the airport.

The first is a property management agreement with Steve Reyhons. Many of you know Steve, who is recently retired from Alliant. Steve owns several rental homes and has the time and capability to perform basic property management for this property. His duties are outlined in the agreement, the biggest portion of which is finding and screening for good tenants. He will also be the first line of communication for repairs and maintenance that may be required. I had approached both local real estate firms and neither was interested in performing these duties for the City property. Steve expressed his interest and after discussion, I believe he will do a good job on the City's behalf.

When I spoke with them, the other real estate firms did note that the typical fee for said services is 10% of the rent. Steve and I agreed that \$200 per month was reasonable based upon the rent the City is requesting for this home.

Also attached is a lease agreement for the property, which was discussed at the last Council meeting. The agreement was changed to a 12 month term with the understanding that early termination would be acceptable with proper notice. The lease has a rent of \$2200 per month, with a \$2200 deposit. However, we are finding that is pretty pricy for our area. Council direction on "how low" they want to go on the rent would be welcome. Based upon discussion with Steve, he felt we should get just below \$2000 per month. An airport board member that is a local realtor felt the rent should be in the \$1600-1800 range. I believe the house is worth every penny of the asking rent but it's also not generating any revenue if it's not rented.

Recommendation: Council direction on the rent and deposit amounts is requested. Approval of both resolutions is recommended.

The City of Monticello, Iowa

RESOLUTION #2024-____

Approving property management service contract with Steve Reyhons

WHEREAS, the City of Monticello is desirous of assistance managing the rental of residential property at 14432 190th St, and

WHEREAS, Steve Reyhons desires to provide those services at a rate to \$200 per month, and

WHEREAS, The City Council finds it to be in the City's best interest to agree to the proposed management contract with Steve Reyhons.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the property management contract between the City of Monticello and Steve Reyhons.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 20th day of May, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

IOWA PROPERTY MANAGEMENT AGREEMENT

1. **THE PARTIES.** This Property Management Agreement (“Agreement”) made on May 6, 2024 is by and between:

Owner: City of Monticello, with a mailing address of 200 E. 1st Street, Monticello IA 52310 (“Owner”), and

Manager: Steve Reyhons, with a mailing address of Monticello IA 52310 (“Manager”).

The Owner and Manager shall each be referred to as a “Party” and collectively as the “Parties.” Both Parties agree to the following:

2. **PROPERTY.** The Owner hereby appoints the Manager the exclusive right to rent, lease, operate, and manage the property located at 14432 190th Street, Monticello IA 52310 with the following legal description: Lot 2 of B&L Addition, hereinafter known as the “Property.” The Property is currently used as a Single Family Detached Home.
3. **TERM.** This Agreement shall be for a term of 12 Months beginning on the date of [START DATE] and ending on [END DATE] (“Term”).

After the Term expires, this Agreement shall continue on a month-to-month basis with either Party having the option to terminate by providing thirty (30) days’ notice.

4. **MANAGEMENT SERVICES.** The Manager agrees to provide the following Services under this Agreement: (check all that apply)

- ☒ - Leasing. Advertising, screening, and negotiating with tenants.
- ☒ - Eviction. Notifying tenants of lease violations and removal.
- ☒ - Rent Collection*. Collecting rent and any other fees from tenants.
- ☒ - Property Maintenance. Handling the day-to-day repairs on the Property.
- ☐ - Financial Reports. As mentioned in Section 8 of this Agreement.
- ☐ - Other. None.

Hereinafter known as the “Services.”

5. **RIGHT TO LEASE.** In order to enter into a lease agreement with a tenant, the Manager is: (check one)

- ☒ - REQUIRED to obtain the Owner’s written approval.
- ☐ - NOT REQUIRED to obtain the Owner’s written approval.

* In accordance with section 13. Distributions

- 6. SECURITY DEPOSITS.** The Manager is allowed to collect security deposits from tenants. Returning security deposits to tenants shall be the responsibility of the: (check one)

- ☐ - Manager.
☒ - Owner.

Any security deposits collected by either the Manager or Owner must be placed in a bank account with an interest rate in accordance with Governing Law. The total amount for any security deposits or prepaid rent collected from a tenant(s) of the Property shall be disclosed in writing and may be affixed to this Agreement.

- 7. MANAGER'S COMPENSATION.** The Owner agrees to pay the Manager the following fees for the services provided under this Agreement: (check all that apply)

- ☒ - Management fee in the amount of \$200 per month.
☐ - New lease fee in the amount of \$0.
☐ - Renewal of lease fee in the amount of \$0.
☐ - Fee for each month's rentals in the amount equal to 0% of each month's rentals.
☐ - Other fee in the amount of \$0 per none.

- 8. REPORTS.** The Manager agrees to provide the following statements, reports, and disclosures to the Owner on a periodic basis: (check all that apply)

- ☐ - Income statements provided ☐ monthly ☐ quarterly ☐ annually.
☐ - Maintenance reports provided ☐ monthly ☐ quarterly ☐ annually.
☐ - Occupancy reports provided ☐ monthly ☐ quarterly ☐ annually.
☐ - Rent rolls provided ☐ monthly ☐ quarterly ☐ annually.
☒ - Tenant screening reports provided ☐ monthly ☐ quarterly ☒ at lease execution.
☐ - Other. provided ☐ monthly ☐ quarterly ☐ annually.

- 9. RIGHT TO SELL.** In the event the Property is marketed to be sold by the Owner during the Term of this Agreement, the Manager: (check one)

- ☐ - SHALL HAVE exclusive rights of representation under terms agreed upon in a separate listing agreement.
☒ - SHALL NOT HAVE any rights to sell the Property under any circumstance, terms, or conditions.

- 10. KEY-SAFE / LOCKBOX.** The use of a key-safe / lockbox on the Property is: (check one)

- ☐ - REQUIRED to be used by the Manager for shared access.
☒ - NOT REQUIRED to be used by the Manager.

11. TERMINATION. During the Term of this Agreement, both Parties may terminate this Agreement by mutual and written agreement. Both Parties shall also retain the right to terminate this Agreement, with or without cause, by providing the other Party at least 30 days' notice. On termination, the Owner shall pay to Manager any fees, commissions, or expenses owed under the terms of this Agreement.

This Agreement shall automatically terminate: (1) on the Owner's voluntary sale of the Property; (2) upon foreclosure of the Property, transfer in lieu thereof, or exercise of a lender's remedies; or (3) in the event of total condemnation of the Property. In case of a sale, the Owner shall notify the Manager as soon as such sale is negotiated.

12. REPAIRS AND MAINTENANCE. The Manager shall obtain prior approval from the Owner for all expenditures over \$500 for any single item.

The Owner hereby gives power to the Manager to supervise repairs, improvements, alterations, and decorations to the Property, as well as purchase and pay bills for services and supplies. Prior approval for lesser amounts shall not be required for monthly or recurring operating charges or if emergency expenditures over the aforementioned maximum amount are, in the Manager's opinion, needed to protect the Property from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or rental agreement or by law, including, but not limited to, maintaining the Property in a condition fit for human habitation as required by applicable law.

13. DISTRIBUTIONS. The Manager shall not responsible for collecting monthly rents, Tenant shall make payment directly to Owner at 200 E. 1st St., Monticello, IA. If Tenant becomes more than 10 days past due, Owner shall notify Manager, who shall take appropriate efforts to collect the rent. When collected, Manager shall make distributions to the Owner within 15 days after rent has been collected.

Manager may invoice the Owner on a monthly basis for Management Fees and any expenses related to the upkeep and maintenance of the Property, including receipts.

14. LEAD-BASED PAINT. The Owner shall be responsible for providing information about the Property in regard to lead-based paint. It is understood that in accordance with 42 U.S. Code § 4852d, all occupants of residential property must be made aware of the existence of lead-based paint in residential dwellings built prior to January 1, 1978. (NOTE: Not Applicable as home constructed in 1994)

15. FINANCIAL STATEMENTS TO OWNER. The Manager shall render statements of receipts, expenses, and other charges for the Property as requested by the Owner with no more than one (1) statement per month.

16. OTHER COMPENSATION. Unless otherwise stated, this Agreement does not include the Manager's service of preparing the Property for sale or refinance, modernization, fire or major damage restoration, rehabilitation, financial accounting or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending any association or condominium meetings, and any other obligation not listed as a Service. If the Owner requests the Manager to perform services not included in this Agreement, a fee shall be agreed upon before such services are performed.

17. EQUAL HOUSING OPPORTUNITY. The Property is offered in compliance with federal, state, and local anti-discrimination laws.

18. REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS OF PARTIES.

The Owner agrees, represents, and warrants that:

- a) Owner will provide all documentation, records, disclosures, and any Loan Documents, as defined in Section 34 of this Agreement, required by law or required by the Manager to manage and operate the Property, and immediately notify the Manager if the Owner becomes aware of any change in such documentation, records, or disclosures, or any matter affecting the habitability of the Property.
- b) Owner will maintain the Property in a condition fit for human habitation as required by applicable state and local laws.
- c) Owner shall pay all interest on Tenants' security deposits as required by Governing Law.
- d) Owner shall carry and pay for:
 - i. Public and premises liability insurance in an amount of no less than one million dollars (\$1,000,000.00); and
 - ii. Property damage and worker's compensation insurance adequate to protect the interest of the Owner and the Manager. The Manager shall be, and the Owner authorizes the Manager to be, named as an additional insured party on the Owner's policies.
- e) Owner will pay any late charges, penalties, or interest imposed by lenders or other parties for failure to make payment only if the failure is due to insufficient funds in the Manager's trust account available for such payment. In addition, the Owner agrees to replace any funds required if there are insufficient funds in the Manager's trust account to cover such responsibilities of the Owner.

The Owner further represents that, unless otherwise specified in writing, they are unaware of the following:

- a) Any recorded notice of default affecting the Property;
- b) Any delinquent amounts due under any loan secured by the Owner or other obligations affecting the Property;
- c) Any bankruptcy, insolvency, or similar proceeding affecting the Property;
- d) Any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Property or Owner's ability to lease the Property or transfer possession of ownership; and
- e) Any current, pending, or proposed special assessments affecting the Property.

The Owner shall promptly notify the Manager in writing if the Owner becomes aware of any of the aforementioned items in this section during the Term of this Agreement.

The Manager agrees, represents, and warrants that:

- a) Manager is fully qualified and licensed, if and to the extent required by Governing Law, to manage a property of the same type and size as the Property and perform all obligations assumed by Manager hereunder.
- b) Manager will use their best efforts to ensure the Property is maintained in an attractive condition and in a good state of repair as required by this Agreement and in accordance with widely accepted industry standards.
- c) Manager will carry out the Services in accordance with the terms of this Agreement and Governing Law.

19. INDEMNIFICATION. Owner shall, and Owner does hereby agree to, indemnify, defend, and forever hold harmless Manager and Manager's members, directors, officers, and employees from and against any loss (except to the extent covered by insurance carried by Manager or Owner or required to be carried by Manager hereunder) which Manager or Manager's members, directors, officers, and employees may suffer or incur, or which may be asserted against Manager or Manager's members, directors, officers, and employees, whether meritorious or not, and which arises in connection with the performance of Manager's duties and obligations under the terms of this Agreement, which indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement regarding any occurrence preceding such expiration or termination; provided, however, that in no event shall the indemnity provided under this Section extend to any loss caused by the gross negligence or willful misconduct of Manager or its agents or employees.

Manager shall, and Manager does hereby agree to, indemnify, defend, and forever hold harmless Owner and Owner's members, directors, officers, and employees from and against any loss (except to the extent covered by insurance carried by

Manager or Owner or required to be carried by Owner hereunder) which Owner or Owner's members, directors, officers, or employees may suffer or incur, or which may be asserted against Owner or Owner's members, directors, officers, or employees, whether meritorious or not, caused by the gross negligence or willful misconduct of Manager or its agents or employees, or acts by Manager outside of the scope of authority granted under this Agreement, which indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement regarding any occurrence preceding such expiration or termination; provided, however, that in no event shall the indemnity provided under this Section extend to any loss caused by the gross negligence or willful misconduct of Owner or its agents or employees.

- 20. TAX WITHHOLDING.** The Owner shall be responsible for all tax withholding and payments of revenues and incomes to local, state, and federal authorities.
- 21. ACCORDANCE WITH FEDERAL AND STATE LAW.** All services provided by the Manager shall comply with federal, state, or local law requiring the delivery of agreements, reports, notices, and the posting of signage or notices.
- 22. EVICTIONS.** The Owner hereby gives power to the Manager to sign and serve notices on the Owner's behalf and prosecute actions to evict tenants; recover possession of the Property; recover rents and other sums due; and, when expedient, settle, compromise, and release claims, actions, and suits or reinstate tenancies.
- 23. LEASE ALTERATIONS.** The Owner reserves all rights of approval to approve, renew, modify, or cancel rental agreements and leases for the Property, or any part thereof, and collect and give receipts for rents, other fees, charges, and security deposits. The Owner hereby gives power to the Manager to recruit potential tenants, initiate lease discussions or alterations, and otherwise act as the Owners' agent and manager as outlined herein.
- 24. DUE DILIGENCE.** The Manager accepts the appointment of the Owner and agrees to use due diligence in the performance of this Agreement while furnishing their services to properly lease, maintain, and continue the operation and management of the Property.
- 25. TRUST ACCOUNTS.** (Not Applicable)
- 26. ADVERTISING.** The Owner grants the Manager the right to display "For Rent / Lease" and similar signage on the Property and advertise the availability of space through publications and online marketing methods.
- 27. HIRING CONTRACTORS.** The Owner retains all rights to contract, hire, supervise, and discharge firms and persons, including utilities, required for the operation and maintenance of the Property.

28. EXPENSE PAYMENTS. The Owner hereby gives power to the Manager to pay no more than \$500 for expenses and costs for the Property without prior direction of the Owner. The expenses and costs may include, but are not limited to, fees and charges for advertising or other promotion of the availability of the Property, expenses for goods and services, repairs, maintenance or other varied and sundry expenses. Owner agrees to promptly reimburse Manager for all such expenses.

29. TENANT FEES. The Owner agrees that the Manager may receive and keep fees and charges from tenants for:

- a) Requesting an assignment of lease or sublease of the Property;
- b) Processing rental applications for credit and background checks;
- c) Returned (NSF) checks;
- d) Late payments; and
- e) Any other services that are not in conflict with this Agreement.

30. AGENCY RELATIONSHIPS. (Not Applicable)

31. NOTICES. Any written notice to the Owner or the Manager required under this Agreement shall be served by sending such notice by First Class Mail or by electronic means. Such notice shall be sent to the respective address in Section 1 of this Agreement.

32. ARBITRATION. All disputes arising under this agreement shall be governed by and interpreted in accordance with the Governing Law in Section 35, without regard to principles of conflict of laws. The Parties to this Agreement will submit all disputes arising under this Agreement to arbitration before a single arbitrator of the American Arbitration Association ("AAA"). The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the Parties, except that such arbitrator shall be an attorney admitted to practice under the state of Governing Law. No Party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. Nothing contained herein shall prevent the Party from obtaining an injunction.

The following matters shall be excluded from arbitration hereunder:

- a) A judicial or non-judicial foreclosure or other action proceeding to enforce a deed of trust or mortgage;
- b) An unlawful detainer action;
- c) The filing or enforcement of a mechanic's lien; and
- d) Any matter that is within the jurisdiction of a court of probate, small claims, or bankruptcy.

The filing of a court action to enable the recording of a notice of pending action for an order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of this section.

33. ATTORNEY FEES. In any action, proceeding, or arbitration between the Owner and the Manager regarding the obligation to pay compensation under this Agreement, the prevailing Owner or Manager shall be entitled to reasonable attorneys' fees and costs from the non-prevailing Owner or Manager, except as provided in Section 32.

34. LENDER CONSIDERATIONS. (Not Applicable)

35. GOVERNING LAW. This Agreement shall be governed under the laws in the State of Iowa ("Governing Law").

36. ADDITIONAL TERMS & CONDITIONS. (None)

37. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the Parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Owner and Manager agree to the terms and conditions and shall be bound until the end of the Term.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Owner's Signature _____ Date: [MM/DD/YYYY]

Title: Mayor

Print Name: Wayne Peach

Manager's Signature _____ Date: [MM/DD/YYYY]

Title: Manager

Print Name: Steve Reyhons

The City of Monticello, Iowa

RESOLUTION

Approving Standard Lease for residential property at 14432 190th Street

WHEREAS, the City Council purchased property at 14432 190th Street, and wishes to rent the property, and

WHEREAS, the attached Lease includes terms and conditions found acceptable to the City, and

WHEREAS, The Council finds that entry into the residential lease agreement is appropriate and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the proposed lease agreement and directs the Mayor to execute the Lease on behalf of the City Council and further directs the City Administrator to obtain the signature of future tenants in accordance therewith.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 20th day of May, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



DWELLING UNIT RENTAL AGREEMENT (Residential Lease)

IT IS AGREED, by and between City of Monticello, Landlord, and _____, Tenant(s):

That Landlord hereby lets to Tenant, and Tenant hereby leases from Landlord, the following described premises situated in Jones County, Iowa, to-wit:

14432 190th Street, Monticello, IA 52310

hereinafter referred to as the "dwelling unit," in consideration of the mutual promises of the parties herein, and upon the following terms, provisions and conditions:

- 1. TERM.** The duration of this Rental Agreement shall be from _____, to and including _____, (One Year Term) however, Landlord agrees to terminate this lease with Tenant provided Tenant gives a minimum of 30 days' notice to the Landlord.
- 2. RENT.** Tenant agrees to pay to Landlord, as rental for said term, as follows: \$2200 per month, in advance, the first rent payment becoming due upon execution of the lease, and the same amount per month, in advance, on the 1st day of each month thereafter during the term of this Rental Agreement, with interest on all delinquent rental at 10% per annum. All sums shall be paid to the Landlord at 200 E 1st Street, Monticello, IA 52310, or at such other place as Landlord may, from time to time, direct. Tenant shall pay a late fee of \$10.00 per day, not to exceed \$300.00 per month. All partial month rents shall be pro-rated. Insufficient fund fees shall be those charged to Landlord by its bank, plus \$10, plus all late fees.
- 3. DEPOSIT SECURITY.** At the time of execution of this Rental Agreement, Tenant shall pay to Landlord in trust the sum of \$2200, (not to exceed two months' rent) to be held and disbursed as a rental deposit pursuant to the provisions of the Iowa Uniform Residential Landlord and Tenant Act.
- 4. USE-ABSENCES.** Unless otherwise agreed in writing, Tenant shall occupy and use the above-described property as a dwelling unit for a single family. Tenant shall notify Landlord of any anticipated extended absence from the premises not later than the first day of the extended absence.
- 5. UTILITIES.** Utilities shall be furnished and paid for by the party indicated on the following:

| | |
|---------------|---|
| Electricity | Tenant |
| LP | (Tank Full) Tenant to fill tank at end of lease to level that existed at lease commencement |
| Water/Sewer | Well Water and Septic, Landlord |
| Garbage | Tenant |
| Trash Removal | Tenant |
| Other | Cable, Internet, Phone – Tenant |

- 6. UTILITY RATES.** Tenant hereby acknowledges that Landlord, or the person authorized to enter into this Rental Agreement on Landlord's behalf, has heretofore fully explained to Tenant

the utility rates, charges and services for which Tenant will be required to pay, other than those to be paid by Tenant directly to the utility company furnishing service.

7. MAINTENANCE BY LANDLORD. Landlord shall:

- (a) Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- (b) Make all repairs and do whatever is necessary to put and keep the dwelling unit in a fit and habitable condition.
- (c) Keep all common areas of the premises in a clean and safe condition, but Landlord shall not be liable for any injury caused by any objects or materials which belong to, or which may have been placed by, a tenant in the common areas of the premises used by Tenant.
- (d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, supplied or required to be supplied by Landlord.
- (e) Supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by direct utility connection.

8. MAINTENANCE BY TENANT. Tenant shall:

- (a) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- (b) Keep that part of the premises that Tenant occupies and uses as clean and safe as the condition of the premises permit.
- (c) Dispose from the dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.
- (d) Keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits.
- (e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, in the premises.
- (f) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so.
- (g) Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

9. RULES. All existing rules concerning the Tenant's use and occupancy of the premises have been furnished to the Tenant in writing, and appended hereto as **Addendum A**. Additionally, Landlord may, from time to time, and in the manner provided by law, adopt further or amended written rules concerning the Tenant's use and occupancy of the premises.

10. ACCESS. Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; provided, however, that Landlord may enter the dwelling

without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act. (See also Landlord access rights reserved in the Additional Provisions section of this Lease Agreement.)

11. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Rental Agreement, nor sublet the dwelling unit, or any portion thereof, without the prior written consent of Landlord.

12. FIXTURES AND IMPROVEMENTS. Tenant shall leave upon, and surrender to Landlord, with the premises at the termination of this Rental Agreement, all locks, brackets for curtains, and all other fixtures attached to doors, windows or woodwork, and all alterations, additions or improvements made by Tenant, without any payment therefor. Tenant shall make no structural alterations without Landlord's written consent.

13. FIRE OR CASUALTY DAMAGE. If the dwelling unit or premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Tenant may (i) immediately vacate the premises and notify Landlord within fourteen (14) days of Tenant's intention to terminate this Rental Agreement, in which case this Rental Agreement shall terminate as of the date of vacating, or (ii) if continued occupancy is lawful, vacate only that part of the dwelling until rendered unusable by the fire or casualty, in which case, Tenant's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the dwelling unit. If this Rental Agreement is terminated under the provisions of this paragraph, Landlord shall return to Tenant all prepaid rent and security recoverable under the Iowa Uniform Residential Landlord and Tenant Act. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.

14. NONPAYMENT OF RENT. In addition to Landlord's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Tenant fails to pay the rent within three (3) days after notice by Landlord of nonpayment and the Landlord's intention to terminate this Rental Agreement if the rent is not paid within that period of time, then Landlord may terminate this Rental Agreement.

15. PRESENT AND CONTINUING HABITABILITY. Tenant has inspected the property and fixtures, and acknowledges that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition. In the event that the condition changes so that, in Tenant's opinion, the habitability and rental value of the premises are affected, then Tenant shall promptly give reasonable notice to Landlord.

16. NOTICES. Any notice, for which provision is made in this Rental Agreement, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways pursuant to the Iowa Uniform Residential Landlord and Tenant Act: Landlord shall serve notice on Tenant by one or more of the following methods, except as provided in Iowa Code Section 562A.29A:

1. Hand delivery to Tenant.

2. Delivery evidenced by an acknowledgment of delivery that is signed and dated by a resident of the dwelling unit who is at least eighteen years of age.
3. Personal service pursuant to Rule of Civil Procedure 1.305, Iowa Court Rules, for the personal service of original notice.
4. Mailing by both regular mail and certified mail to the address of the dwelling unit or to an address provided by Tenant for mailing.
5. Posting on the primary entrance door of the dwelling unit.
6. A method of providing notice that results in the notice actually being received by Tenant.

Tenant shall serve notice on Landlord by one or more of the following methods:

1. Hand delivery to Landlord or Landlord's agent.
2. Delivery evidenced by an acknowledgment of delivery that is signed and dated by Landlord or Landlord's agent.
3. Personal service pursuant to Rule of Civil Procedure 1.305, Iowa Court Rules, for the personal service of original notice.
4. Delivery to an employee or agent of Landlord at Landlord's business office.
5. Mailing by both regular mail and certified mail to the address of Landlord's business office or to an address designated by Landlord for mailing.
6. A method providing notice that results in the notice actually being received by Landlord.

For purposes hereof, the place for the payment of rental as provided in Paragraph 2 above, shall be the place designated by Landlord for the receipt of any such notice; and, unless otherwise provided herein, Landlord shall receive and receipt for all notices and demands upon the owner of the premises. Notice served by mail is deemed completed four days after the notice is deposited in the mail and postmarked for delivery, whether or not the recipient signs a receipt for the notice. (Note: a three-day Notice to Quit is governed by Iowa Code Section 562A.27).

17. CONSTRUCTION. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.

18. ENTIRE AGREEMENT. This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference to this Rental Agreement, or the premises leased, or any repairs, alterations or improvements, or any change in the term of this Rental Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.

19. LEAD-BASED PAINT. If the dwelling unit was constructed before 1978, Tenant acknowledges that Landlord has delivered to Tenant copies of the form Disclosure of Information on Lead-Based Paint and/or Lead/Based Paint Hazards, and the EPA pamphlet Protect Your Family From Lead in Your Home. (*Note – Dwelling was constructed in 1994*)

20. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States

Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.

- 21. TERMINATION.** In addition to the termination rights under this Rental Agreement, Landlord and Tenant may terminate this Rental Agreement as provided by the Iowa Uniform Residential Landlord and Tenant Act or as otherwise provided by law.
- 22. COMPLIANCE WITH LAW; PARTIAL INVALIDITY.** Nothing contained in this Rental Agreement shall be construed as waiving any of Landlord’s or Tenant’s rights under the law. In all respects, the terms and provisions of this Rental Agreement are to be construed to comply with all requirements of the Iowa Uniform Residential Landlord and Tenant Act (IURLTA) and all applicable laws. If any term or provision of this Rental Agreement is determined to be invalid pursuant to IURLTA or other law, such invalid term or provision shall be severed from the contract, and the remainder of the contract shall continue in full force and effect as though the invalid term or provision was not contained herein. If any part of this Rental Agreement shall be in conflict with the law, the conflicting part shall be invalid and unenforceable to the extent that it is in conflict, but shall not invalidate this Rental Agreement or affect the validity or enforceability of any other provision of this Rental Agreement. Any term of this Rental Agreement that provides for any numerical amount that would be in conflict with a legal limitation amount shall be construed to be equal to the legal limitation amount.
- 23. RENTER’S INSURANCE.** Tenant is advised and understands that the personal property of Tenant is not insured by the Landlord against any damage or loss. Tenant is advised to procure renter’s insurance to protect the Tenant’s property and for liability claims.
- 24. SMOKE DETECTORS.** Tenant shall inspect the smoke detectors within three (3) days after taking possession of the dwelling unit. If such detector(s) are not working, Tenant shall notify Landlord promptly. Tenant shall be responsible for keeping smoke detector(s) in working order and with working batteries. Tenant shall not disable or alter such detectors.
- 25. SMOKING.** There shall be **no smoking or vaping** anywhere within the dwelling unit. Tenant shall not permit any occupant, guest or invitee to violate this provision.
- 26. ADDITIONAL PROVISIONS.**
- a. **APPLIANCES:** Owner provides Refrigerator, Dishwasher, Stove/Range, Microwave/Range Hood, Garbage Disposal, Central Vacuum, Water Softener, and Whirlpool Tub (Master Bathroom). Tenant shall be responsible for cleaning and all day-to-day maintenance of said appliances. Tenant shall notify Landlord immediately of any leaks or other improper operation. Tenant shall deliver all appliances clean and functional, with all proper attachments and accessories, at the end of the lease.

- b. **EQUAL HOUSING:** If the Tenant possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.
- c. **HAZARDS:** The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

Dated: _____

_____, Landlord

_____, Landlord

_____, Tenant

Addendum A
Rules and Regulations

1. Pets, in home or on property, may be subject to an additional deposit or rent. No pets are allowed without prior Landlord approval.
2. All automobiles brought to property by tenant, or by tenants family or guests, shall at all times be licensed and operational and parked on the provided paved surfaces.
3. No one may stay/live/reside in the home whose name is not on the lease except for minor children of the tenant(s). Anyone staying or residing/living at/in the home more than two days per week, Sunday through Saturday, for two consecutive weeks or two out of any three week period, shall not be considered a guest and must be added to the lease if agreeable to Landlord, and if not agreeable to Landlord then such use/occupancy shall cease. If said use does not cease, or recommences, the Landlord will deem said use to be a breach of this agreement.
4. No dish/cable/internet installation without first coordinating the installation with the landlord.
5. Tenant may not use any portable heaters in the home, regardless of fuel type.
6. Tenant shall not be permitted to have a hot tub/spa on the property except that provided.
7. Tenant to perform all snow removal, including driveway to the street and the sidewalk to house, and mowing.
8. Waterbeds are not allowed.

Dated: _____

_____, Landlord

_____, Landlord

_____, Tenant

City Council Meeting
Prep. Date: 05/16/2024
Preparer: Russell Farnum



Agenda Item: # 8
Agenda Date: 05/20/2024

Communication Page

Agenda Items Description: Easement on Chestnut Street (Martin)

Type of Action Requested: Resolution

Attachments & Enclosures:
Resolution

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

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Synopsis: Attached is the easement agreement provided to and signed by Mike and Susan Martin for property on Chestnut Street. This will allow the City to do the Chestnut Street improvements at this property, which include re-grading the yard and building a retaining wall to make up for the grade changes. This work is already included in the contract with Eastern Iowa Excavators.

The agreement includes the right to build the retaining wall on the private side of the property, which will then become the obligation of the property owner to maintain.

The Council should approve the agreement and authorize the Mayor and Clerk to sign it. It will then be recorded.

Recommendation: Approval of the resolution is recommended.

THE CITY OF MONTICELLO, IOWA

RESOLUTION

To accept /approve Easement with Michael D. and
Susan M. Martin for the 2024 N. Chestnut Street Reconstruction Project

WHEREAS, The City of Monticello has hired a contractor to reconstruct N. Chestnut Street and has also determined it appropriate to excavate a portion of the yard and construct a retaining wall in that area, bringing about the need for easements, and

WHEREAS, The necessary easement has been negotiated, with Michael D. and Susan M. Martin, said easement being attached hereto and incorporated within this Resolution as if the same had been set forth fully, verbatim, herein, and

WHEREAS, The Council finds that the easement as proposed is agreeable and in the best interests of the City, is a necessary component of this project, and should therefore be approved, and

NOW THEREFORE BE IT RESOLVED by the City of Monticello, does hereby direct approve the Easement entered into by the City of Monticello and Michael D. and Susan M. Martin.

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 20th day of
May, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

Prepared by: Douglas D. Herman
Lynch Dallas, PC
PO Box 2457
Cedar Rapids, Iowa 52406
Telephone: 319-200-3717
Facsimile: 319-365-9512

Taxpayer/Return Address:
City of Monticello, Iowa
200 E. 1st Street
Monticello, Iowa 52310

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
&
Agreement Regarding Project Retaining Wall Improvement**

KNOW ALL BY THESE PRESENTS:

That Michael D. Martin and Susan M. Martin, husband and wife, ("Grantors") in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid by the City of Monticello, Iowa ("City") upon final approval and acceptance of this easement do hereby convey unto the City, a Temporary Construction Easement ("Easement") across the following described real estate:

Lot 395, the North ½ of Lot 396, and the East half of the Vacated alley located West of and adjacent to Lot 395 and the North ½ of Lot 396, in Railroad Addition to Monticello, Iowa

and commonly known as

233 N. Chestnut Street Address ("Property")

The Easement is granted unto the City for the purpose of the construction, installation and maintenance of the following described public improvement:

N. Chestnut Street Reconstruction Project ("Project")

Grantors agree that by this Easement, the City, its' contractors, agents and/or assigns shall have the right to enter upon Property as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto associated with the Project, together with the right to use and operate said improvements as deemed necessary, including but not limited to:

1. Removal of private sidewalk located between the home and Chestnut Street;
2. Re-grading the front yard to match new grading plan for the Project;
3. Installation of a retaining wall on the Property;
4. Removal and replacement of public sidewalk to meet new grade for the Project

City agrees, prior to the termination of this Easement, to restore Property to a satisfactory condition after any disturbance of Property during Project, to substantially the same condition as prior to said disturbance.

City agrees to take efforts to minimize disruption to the Grantors, Grantors' tenants, and Grantors' Property during the term of this Easement Agreement.

City agrees to hold harmless and indemnify Grantor from any and all damages, including attorney fees arising from the use of the Easement by City, its contractors, agents, and/or assigns.


This Easement will expire upon completion and acceptance of the Project by the City.

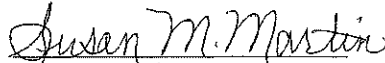
Grantors acknowledge and agree that the retaining wall to be installed as part of the Project ("Project Retaining Wall Improvement") on the Property, shall upon project completion, be owned by Grantors, to be maintained, repaired, and replaced as appropriate in perpetuity, by Grantors, their assigns, and/or successors in interest. This provision shall survive the termination of all other obligations of the Parties under this Agreement.

Grantors hereby covenant with City that Grantors hold said real estate by title in fee simple and that Grantors have good and lawful authority to grant this Easement.

Subscribed and sworn to by the undersigned on this 2 day of May, 2024.

Grantor

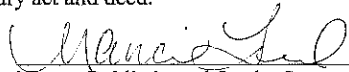

Michael D. Martin


Susan M. Martin

STATE OF IOWA)
) §
COUNTY OF JONES)

On this 2nd day of May, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael D. Martin and Susan M. Martin, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the instrument as an expression of their voluntary act and deed.




Notary Public in and for the State of Iowa

City of Monticello, Iowa

Attest:

Wayne Peach, Mayor

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 05/16/2024
Preparer: Russell Farnum



Agenda Item: # 9
Agenda Date: 05/20/2024

Communication Page

Agenda Items Description: Approve JCED Agreement for Low-Mod Housing Program

Type of Action Requested: Resolution

Attachments & Enclosures:
Resolution

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

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Synopsis: Attached is a draft agreement for JCED to coordinate the low-mod housing program discussed at the Council meeting of February 19. Under the agreement JCED will use the City's low-mod TIF set aside funds (of about \$16,000) to promote the creation of new, or rehabilitation of low- and moderate-income housing in Monticello.

JCED has also secured a CDBG grant to pursue this same effort county-wide. However, the City's funds will only be used for projects in Monticello.

Recommendation: Approval of the resolution is recommended.

The City of Monticello, Iowa

RESOLUTION #2024-____

Approving Jones County Economic Development (JCED) Agreement for Low-Mod Housing Program

WHEREAS, the City of Monticello is desirous of assistance to serve and benefit the low-and moderate-income residents of Monticello is an effective and efficient means to those ends, particularly in regard to underserved portions of the population., and

WHEREAS, JCED has offered services to the City for administration of the City's TIF Set-Aside Funding for financial assistance to low- and moderate-income households, which will allow JCED to offer the Services to City residents in the coming years. The City finds that a payment to JCED to help ensure the ongoing operation of this program is a reasonable and appropriate use of TIF funds that must be used to promote low- and moderate-income housing, and

WHEREAS, The City Council finds that the Services offered by JCED serves an important public purpose to promote the provision of safe and sanitary housing for low- and moderate-income residents of Monticello and it is in the City's best interest to agree to the Agreement for Low-Mod Housing Program with JCED.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Agreement for Low-Mod Housing Program between the City of Monticello and Jones County Economic Development (JCED).

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 20th day of May, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

**AGREEMENT BETWEEN
THE CITY OF MONTICELLO
AND
JONES COUNTY ECONOMIC DEVELOPMENT**

**REGARDING THE
PROVISION OF LOW TO MODERATE INCOME HOUSING SERVICES**

This Agreement (“Agreement”) is entered into by and between the Jones County Economic Development (hereinafter referred to as “JCED” which expression shall include its agents, successors or assigns) and the City of Monticello, Iowa (hereinafter “the City”). JCED and the City are collectively referred to as “the Parties.”

I. RECITALS

A. The City of Monticello, Iowa is committed to providing safe and sanitary housing to its residents regardless of income levels.

B. The City finds that providing funding for JCED to serve and benefit the low-and moderate-income residents of Monticello is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. JCED will offer the following services benefiting residents of Monticello (the “Services”):

1. Helping buy down the soft costs of housing such as financing fees, realtor fees, down payment assistance, etc. to home buyers that would **not otherwise** qualify **for a mortgage affordable housing otherwise.**
2. Working within the community to identify condemned and vacant housing to help remediate concerns like mold, liens, etc. to encourage future housing development.
3. Assisting downtown property owners with identifying areas that would be good for upper story development into either owner-occupied housing or rental housing; and working with contractors to get them move-in ready.
4. Offering the possibility of gap financing for developers to develop land that is suited to housing but that has not been built on yet.
5. Depending on HUD restrictions and covenants, Jones County Economic Development would help buy vacant lots in communities so developers could build homes. The home buyers would get an immediate deduction in cost because the land would be donated by Jones County Economic Development.

D. The City finds that the Services offered by JCED serve an important public purpose to promote the provision of safe and sanitary housing for low- and moderate-income residents of Monticello.

E. JCED has offered services to the City for administration of the City's TIF Set-Aside Funding for financial assistance to low- and moderate-income households, which will allow JCED to offer the Services to City residents in the coming years. The City finds that a payment to JCED to help ensure the ongoing operation of this program is a reasonable and appropriate use of TIF funds that must be used to promote low- and moderate-income housing.

II. TERMS

A. Recitals. By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

B. Consideration. Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall commit to JCED the City's TIF funds that are maintained for the use of improving low- and moderate-income housing. In return, JCED agrees to provide the housing purchase, rehab, and other services to residents of Monticello as part of its affordable housing program. JCED agrees to allocate all City TIF funds in accordance with the operational goals of the affordable housing program to provide services to Monticello residents; and/or rehabilitation programs for homeowners properties located within the City limits.

C. Reporting and Accounting. JCED shall provide a project and status update to the City at least quarterly. JCED shall provide an annual accounting showing how the City TIF funds were expended. Annual accounting will include a summary of funds received and spent and receipts totally at least the total amount contributed by the City.

D. Administration. JCED will handle all aspects of the creation of program guidelines, application forms, application intake, review of applications, authorization of projects and the disbursement of funds with a contract signed by the recipient that the end use would be for affordable housing as meeting current income guidelines, similar to the procedure utilized by the regional Housing Trust Funds. JCED agrees that it shall be the sole administrator of the services outlined herein, and the administration of the City's TIF funding delegated to that purpose. Therefore, JCED agrees to administer said funding in full compliance with all State and Federal regulations and to indemnify and hold harmless the City for any administration of said funding for the services outlined herein. City acknowledges that ECICOG may be involved to provide JCED assistance in the administration of said services, and JCED acknowledges that JCED shall be responsible for all said services.

E. Interpretation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

F. Severability. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall

not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

G. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

H. Counterparts. This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

I. Authority to Sign. The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

J. Drafting. This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

K. Captions. The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

L. Representations, and Inducements. Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

M. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

N. Modifications. This Agreement may be amended in writing, at any time, by mutual agreement of the Parties. Either party may terminate this agreement by providing the other party notice, in writing, not less than 30 days prior to the termination. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

O. Further Assurances. Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the last date set forth below.

For Jones County Economic Development (JCED):

Derek Lumsden, Executive Director
Date:

Nels Petersen, Treasurer
Date:

For the City of Monticello, Iowa:

Wayne Peach, Mayor

ATTEST:

Sally Hinrichsen, City Clerk
Date:

City Council Meeting
Prep. Date: 5/15/2024
Preparer: Jim Tjaden



Agenda Item: # 10
Agenda Date: 5/20/2024

Communication Page

Agenda Items Description: Motion to approve Replacing Hydrant on Hillcrest & Replacing one manhole on South Maple E Grand and two new manholes put on S Chestnut and alley

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

Attachments & Enclosures:

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Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

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Synopsis: Replacing Hydrant on Hillcrest & Replacing one manhole on South Maple E Grand and two new manholes put on S Chestnut and alley

Background Information:

As per my report on the 6th, we will replace the hydrant on Hillcrest that is leaking. Decided to leave the other one in place for reasons of risk to all the cable fiber optic gas lines, that hydrant is fully functioning and does not leak total cost for that should be under \$8000.00 The manholes should come under \$31,000.00

Staff Recommendation:



P.O. Box 160
 Alburnett, IA 52202
 319-842-2130
pirtobin.com

| | | | |
|--------------------------|--|--------------------|----------|
| To: | City Of Monticello | Contact: | |
| Address: | 200 East First Street | Phone: | |
| | Monticello, IA 52310 | Fax: | |
| Project Name: | Monticello Fire Hydrants And Manholes Budget (T&M) | Bid Number: | |
| Project Location: | | Bid Date: | 5/6/2024 |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|--|--------------------|------|------------|-------------|
| Utility Replacements, Repairs | | | | | |
| Mobilization & Misc. | | | | | |
| 100 | Mobilization | 1.00 | LS | \$2,000.00 | \$2,000.00 |
| Fire Hydrant Replacements, With Owner Assisted Vac | | | | | |
| 101 | Fire Hydrant Assembly, Remove And Replace-Owner Supplied & Assist With Dump Truck & Hydro Excavate Utilities | 2.00 | EACH | \$2,250.00 | \$4,500.00 |
| Sanitary Manholes, Installations And Patch Work | | | | | |
| 102 | Sanitary Manhole, SW-301, 48" Dia. | 3.00 | EACH | \$8,000.00 | \$24,000.00 |
| 103 | Removal Of Existing Manhole | 1.00 | EACH | \$1,500.00 | \$1,500.00 |
| 104 | Full Depth Patches, PCC (Depth Of 8" +/-) | 32.00 | SY | \$125.00 | \$4,000.00 |

Total Price for above Utility Replacements, Repairs Items: \$36,000.00

Contingency Items, As Needed Or Directed

Contingency Items

| | | | | | |
|-----|--|-------|------|-------------|------------|
| 200 | Temporary Traffic Control Per MUTCD, If Needed | 1.00 | LS | \$500.00 | \$500.00 |
| 201 | Replacement Of Unsuitable Backfill Materials, (Fill Lime) As Needed | 63.00 | CY | \$15.50 | \$976.50 |
| 202 | Hydraulic Seeding, Seeding Fertilizing And Mulching (Type 1) (If Needed) | 0.10 | ACRE | \$15,000.00 | \$1,500.00 |

Total Price for above Contingency Items Items: \$2,976.50



DSG - CEDAR RAPIDS
5715 6TH ST SW
CEDAR RAPIDS, IA 52404-4809
Phone 319-826-1006
Fax 319-826-1839



Acknowledgement

| | |
|--------------------------------------|----------------|
| ORDER DATE | ORDER NUMBER |
| 05/10/2024 | S103720249.001 |
| WRITER | PAGE NO. |
| Jay Cowan jay.cowan@dsgsupply.com | 1 of 1 |

SOLD TO:

SHIP TO:

CITY OF MONTICELLO
200 E 1ST ST
MONTICELLO, IA 52310-1501

CITY OF MONTICELLO
200 E 1ST ST
MONTICELLO, IA 52310-1501

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | SALESPERSON | | |
|-----------------|---|---------------------------|-------------|-------------|-----------------|
| 79643 | WATER DEPT | | Dave Roster | | |
| ORDERED BY | | SHIP VIA | TERMS | SHIP DATE | FREIGHT ALLOWED |
| JIM | | ROUTE TRUCK | Net 30 Days | 05/10/2024 | No |
| ORDER QTY | DESCRIPTION | | | UNIT PRICE | EXT PRICE |
| 1ea | MUELLER CENTURION A420 4MJ 5'6" BURY FIRE HYD 2-WAY OL RED(420-532284) " Pn: 506624 | | | 3245.000/ea | 3245.00 |
| 1ea | 4" C509 MJ RW GATE VALVE OL 2NT FB (MUELLER) Pn: 363467 | | | 750.000/ea | 750.00 |
| 1ea | 4IN X 18IN ANCHOR COUPLING Pn: 513233 | | | 220.000/ea | 220.00 |
| 1ea | STARP 664S CAST IRON VALVE BOX W/INWATERIN LID Pn: 511564 | | | 195.000/ea | 195.00 |
| 3ea | 4" MJ ACCESSORY PACK (COR-BLUE BOLTS & PR GASKET) Pn: 369649 | | | 32.000/ea | 96.00 |
| 1ea | 4" MJ RESTRAINT DIP Pn: 3793 | | | 33.000/ea | 33.00 |
| | | | | Subtotal | 4539.00 |
| | | | | S&H Charges | 0.00 |
| | | | | Tax | 0.00 |
| | | | | Amount Due | 4539.00 |

City Council Meeting
Prep. Date: 5/15/2024
Preparer: Faith Brehm



Agenda Item: # 11
Agenda Date: 5/20/2024

Communication Page

Agenda Items Description: Motion to accept funding for the library in the amount of \$15,000.

Type of Action Requested: Motion

Attachments & Enclosures:

Motion

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: The Library has been awarded funding in the amount of \$15,000.

Background: The Library has been awarded funding for the purchase of kitchen equipment to be used for future programming. The benefactor will be announcing the funding on June 26th and is stipulating that more information cannot be shared until then, but the Library must accept the funding on or before June 12th.

There will be no cost to the city now or in the future in accepting the funding. The only requirement will be the library providing programming for children and adults utilizing the equipment to begin in the fall.

Recommendation: To approve the acceptance of the funding for the Library.

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| City Council Meeting Prep. Date 5/16/2024 Preparer: Sally Hinrichsen |  | Agenda Item: # 12-21 Agenda Date: 5/20/2024 |
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Communication Page

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| <u>Agenda Items Description:</u> Reports |
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| <u>Type of Action Requested:</u> Motion; Resolution; Ordinance; Reports ; Public Hearing; Closed Session |
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| <u>Attachments & Enclosures:</u> <table border="1" style="width: 100%;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table> | | | |
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| <u>Fiscal Impact:</u> Budget Line Item: Budget Summary: Expenditure: Revenue: | <table border="1" style="width: 100%;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table> | | | | |
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Reports / Potential Actions:

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

City Council Meeting
Prep. Date: 05/16/2024
Preparer: Russell Farnum



Agenda Item: # 22
Agenda Date: 05/20/2024

Communication Page

Agenda Items Description: Work session with Monticello Main Street Board

Type of Action Requested: Discussion

Attachments & Enclosures:

None

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis:

Members of the Monticello Main Street Board would like to discuss the direction and goals for the next few years with the Council. As the elected representatives of the community, and the primary supporter of the Main Street program, it is important that City and Main Street leaders share common goals for achievements and efforts in the next few years.

Main Street has accomplished a lot in its formative years. Now they want to align their strategy with the Council as they move into the real action phase of their organization.

Recommendation: Council input and direction is requested.

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| City Council Meeting Prep. Date: 05/16/2024 Preparer: Russell Farnum |  | Agenda Item: # 23 Agenda Date: 05/20/2024 |
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Communication Page

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| <u>Agenda Items Description:</u> Trail Committee Discussion |
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| <u>Type of Action Requested:</u> Discussion | | | | | | | | | | | |
| <u>Attachments & Enclosures:</u> None | <table border="1"> <tr> <td><u>Fiscal Impact:</u></td> <td></td> </tr> <tr> <td>Budget Line Item:</td> <td></td> </tr> <tr> <td>Budget Summary:</td> <td></td> </tr> <tr> <td>Expenditure:</td> <td></td> </tr> <tr> <td>Revenue:</td> <td></td> </tr> </table> | <u>Fiscal Impact:</u> | | Budget Line Item: | | Budget Summary: | | Expenditure: | | Revenue: | |
| <u>Fiscal Impact:</u> | | | | | | | | | | | |
| Budget Line Item: | | | | | | | | | | | |
| Budget Summary: | | | | | | | | | | | |
| Expenditure: | | | | | | | | | | | |
| Revenue: | | | | | | | | | | | |

Synopsis:

Council member Goedken asked that the idea of creating a committee for trails be placed on the agenda for discussion, as the implementation is not moving fast enough for him.

Background:

The whole concept of this trail was to start with a modest approach, seeding the land with prairie seed and simply mowing a path.

Being such, I had already made arrangements with the Airport farming tenant to disk up the trail for the City at no cost. This was just completed on Tuesday, May 14, so we couldn't even have planted until this week anyway.

Jacob should hear back soon on the Integrated Roadside Vegetative Management program to help pay for the prairie seed to get the trail strip planted. The Plan was approved by the City Council and signed by the Mayor and submitted in November, 2023. The IRVM program wanted a formal Resolution, which was approved by Council on April 22. This has been submitted to IRVM and we are waiting to hear back. If IRVM won't provide the seed, we can buy it at a cost of about \$4,000.

On top of this, Staff is at the busiest time of the year. Ballfields are being prepped for tournaments; summer staff is being trained on safety, equipment operation and duties; the pool had to be washed, prepped, and filled, leak-checked and equipment checked; with Pool staff being hired and trained and arrangements made for concessions and other summer activities. We are in the heart of little league, summer softball and baseball tournaments, and the cemetery and parks need constant mowing, trimming and upkeep.

Add on top that we have two major capital improvements (WWTP and Chestnut Street) which are taking an inordinate amount of time.

Both Public Works and Parks and Rec staff are – for the moment - pressed to the limit on these priorities and work tasks. The schedules clear up after Memorial Day, once the mowing, trimming and clean up are caught up, the grass slows its growth, and the pool is open. After that, the Conservation District seed drill will be used to get the planting done. And once that's done ... we let the seed grow.

There are some lower spots that tend to be “wet”; prairie plants will take care of most of those issues. If some lower spots need tiling to clear up any standing water issues, these situations can be addressed down the road.

Another committee is not necessary to do this, and will simply consume more staff time and resources, drawing away from the time that can better be spent getting the trail planted and established. If Council wants someone to review this, the Parks and Rec Board can easily handle the details, there isn't a need for a new committee.

Recommendation: A committee is not going to get implementation of the trail completed any faster than is currently underway. Council discussion is welcome, but creating another committee is strongly discouraged.