

City of Monticello, Iowa

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Monticello City Council Meeting May 6, 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	April	15, 2024
Approval of Payroll	April	18, 2024
Approval of Bill List		
Approval of March Treasurer's report		

Discussions and Possible Motions:

1. **Discussion and possible motion to reconsider** Brick Paver decision on the 2024 N. Chestnut Street Reconstruction Project
2. **Discussion and possible motion to change** boring water main on the 2024 N. Chestnut Street Reconstruction Project
3. **Discussion and possible motion** on Addition of Retaining Wall at 205 N Chestnut on the 2024 N. Chestnut Street Reconstruction Project

4. **Discussion and possible motion** for Addition of Water Service and Curb Stop to 215 N Chestnut on the 2024 N. Chestnut Street Reconstruction Project
5. **Discussion and possible motion** for Addition of Water Service Line Replacement into home at 215 N. Chestnut on the 2024 N. Chestnut Street Reconstruction Project

Resolutions:

6. **Resolution** Approving Change Order #1 and Change Order #2, in the increased amounts of \$38,953.00 and \$34,018.00 respectively, were submitted by Tank Pro, Inc related to the South Water Tower Repainting and Maintenance Project
7. **Resolution** Approving Pay Request #1 to Tank Pro, Inc., Re: South Water Tower Repainting and Maintenance Project in the amount of \$87,523.50
8. **Resolution** authorizing a Loan Agreement and providing for the issuance of a Sewer Revenue Loan Agreement Anticipation Project Note, Series 2024
9. **Resolution** Approving the hiring and wage for Public Works/Cemetery summer staff
10. **Resolution** Approving contracting with LL Pelling Co. to complete various sealcoating projects
11. **Resolution** Approving Settlement Agreement related to tobacco sale violation at Hy-Vee Dollar Fresh
12. **Resolution** Accepting bid for Ash Tree Removal and awarding bid
13. **Resolution** 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
14. **Resolution** Approving Change Order #1 in the increased amount of \$879,829.24 was submitted by Bill Bruce Builders related to the Monticello Wastewater Treatment Plant Improvements
15. **Resolution** Approving Amendment to the Professional Services Agreement between City of Monticello and Snyder & Associates related to Wastewater Treatment Plant Facility
16. **Resolution** Approving Dwelling Unit Rental Agreement for the property at 14432 190th Street

17. Resolution Adopting FY '25 Salary for the non-hourly employees (tabled from the March 4, 2024 Council Meeting)

Reports / Potential Actions:

- 18. City Engineer
- 19. Mayor
- 20. City Administrator
- 21. Park and Recreation Director
- 22. Library Director
- 23. Ambulance Director
- 24. City Clerk
- 25. Public Works Director
- 26. Police Chief
- 27. Water/Wastewater Superintendent

Work Sessions:

- 28. Work Session Consideration of Request by Blind Pig for outdoor service and use of 2 parking stalls

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 6, 2024 Council Meeting

Time: May 6, 2024 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87502263513>

Meeting ID: 875 0226 3513

One tap mobile

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+16465588656,,87502263513# US (New York)

Dial by your location

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

Meeting ID: 875 0226 3513

Find your local number: <https://us02web.zoom.us/j/87502263513>

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Regular Council Meeting
April 22, 2024, 6:00 P.M.
Community Media Center

Mayor Pro Tem Scott Brighton 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 Park Director Jacob Oswald. 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.

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

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

Mayor Pro Tem opened the public hearing on proposed Budget and Certification of City Taxes for Fiscal Year July 1, 2024 through June 30, 2025. No public comments were received. Mayor Pro Tem closed the hearing. Langerman moved to approve Resolution #2024-65 Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2024 through June 30, 2025, Brenneman seconded. Farnum stated the budget changes were based on the Council motion to use option 2, at the April 15th budget work session. Ellwood made a motion to amend the motion approving Resolution #2024-65 Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2024 through June 30, 2025 to reducing the transfer from general fund to capital improvement fund for the Community Building set-a-side from \$50,000 to \$25,000 and further reducing the budgets for professional fees for Attorney and Engineer by \$25,000, seconded by Goedken. Roll call on the motion to amend was unanimous. Roll call on the motion to approve Resolution #2024-65 Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2024 through June 30, 2025, as amended was unanimous.

Monticello Main Street President Deb Bowman and Monticello Main Street Vice-President Quinn Behrends gave a brief presentation on Monticello Main Street. Bowman stated at the Main Street annual meeting in Des Moines, Judy Tuetken received Volunteer of the Year Award. They also invited everyone to attend their Market Analysis Community Meeting on April 29th from 6 pm to 7 pm, where the State Main Street will go over the survey results for Monticello.

Brenneman moved to approve Resolution #2024-66 Approving 28E Agreement between Monticello Community Schools and City of Monticello use of School Owned Property and Facilities, Langerman seconded. Roll call was unanimous.

Langerman moved to approve Resolution #2024-67 Authorizing City Staff to submit an Application to Enter the Integrated Roadside Vegetation Management program, Phelan seconded. Goedken asked Oswald if he had a copy of the plan. Oswald advised that a plan is not required until they are accepted into the program, then they will do a 5-year plan. Council approved the application to Enter the Integrated Roadside Vegetation Management program at the November 6, 2023 meeting, however it was only by a

Regular Council Meeting
April 22, 2024

motion and needed to be done by resolution. After a discussion on where and how the program funding could be used, roll call was unanimous.

Goedken moved to approve Resolution #2024-68 Authorizing the City Clerk to make the Appropriate Transfer of Sums and Record the Same in the Appropriate Manner for FY 2024 for the City of Monticello, Phelan seconded, roll call was unanimous.

Langerman moved to approve Resolution #2024-69 Scheduling Public Hearing on City of Monticello Fiscal Year 2023/2024 budget amendments #2 for May 20, 2024 at 6:00 p.m., Phelan seconded. Roll call was unanimous. Goedken requested the transfer of \$50,000 from General fund to Capital Improvement fund be moved to the General streets for tree removal and be added to the amendments.

Jackie Jacobs, 205 North Chestnut stated she attended the North Chestnut Street meeting for the neighbors to review the proposed plans with Engineers and Farnum. She was upset about the changes to her street and wanted the street to be bricked again. With the cost increase of \$50,000 for a brick street versus a concrete street, she was disappointed in the Council's decision to do concrete. Jacobs questioned the grade of the sidewalks. Farnum stated the sidewalks have to meet ADA standards and he knows Jacobs doesn't like the fire hydrant in her yard. Jacobs stated the church doesn't care about the aesthetics of their lot and suggested moving the fire hydrant to the church lot. Farnum stated they will be digging a trench in Jacobs' yard and will stay 3 feet from the trunks of her trees. Contractor needs to put a bore pit on Jacobs' property to bore for the water main. Langerman moved to approve Resolution #2024-70 approving contract and performance and/or payment bonds for the 2024 N. Chestnut Street Reconstruction Project, Ellwood seconded. Roll call was unanimous. Smith arrived.

Farnum advised according to the Development Agreement with BR3 Development LLC, the sale or transfer of the property requires approval by the City in writing. The reason is to make sure that the subsequent tax rebate payments get transferred to the correct party after the transaction. This keeps the City out of any potential liabilities for large payments made to the wrong party. BR3 transferred the property to an investment company, Axia US Acquisitions LLC, in 2022. However, the City recently discovered the transfer was made. The property is now held by AXGNL 1 Monticello IA LP. In this case, there is a contract language that clearly states the seller (BR3) retains the rights to the property rebates, even though said taxes are paid by Axia/AXGNL. Goedken moved to approve Resolution #2024-71 Approving the sale or transfer of Lot 1 of BR3 Subdivision under the terms of a Development Agreement with BR3 Development LLC, Brenneman seconded. Roll call was unanimous.

Goedken moved to approve the purchase of firearm updates for the Police Department, Brenneman seconded. Roll call was unanimous.

Farnum stated the contractor for the 2024 N. Chestnut Street Reconstruction Project plans to start next week. National EMS Week is May 19-25, 2024 and Ambulance Director Lori Lynch is planning an Open House at the Ambulance Garage either the 19th or 26th. Farnum advised the health insurance rates came in lower than anticipated.

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Oswald advised the new filter and chlorine feeder has been installed and they are planning to start filling the pool around May 10th. Holly's Helping Hands brought over 100 volunteers out to help clean up Riverside Gardens, various parks and other areas around town. May 6th the school will have around 300 volunteers to help clean-up the Cemetery and park areas. Oswald stated he has 78 teams registered for the baseball and softball tournaments.

Brehm stated the Library received a \$2,500 donation to purchase items for the Library of Things and they also purchase a 3-D printer.

Hinrichsen reported the ARPA funding annual report is near completion. Hinrichsen also advised a local business employee sold cigarettes to a minor and Iowa code required that the business pay a \$300.00 fine for the 1st offense. Hinrichsen sent out the required paperwork to collect the fine. If the City does not want to collect the fine then the State will. This item will be on the May 6th Council agenda for a hearing, unless they pay the fine prior to the meeting.

Kahler stated they are working on taking down more ash trees, and mowing at the cemetery. Next week, they will be at the cemetery to help with the weed whipping. He reached out to a contractor to repair some storm drains that were damaged, including the one by City Hall.

Smith reported Cole Millard graduated from the Police Academy last week and will began patrolling.

Tjaden reported a change order for the Wastewater Treatment Facility after undesirable fill was discovered, will be to move the building further from the undesirable material. They will also be bringing the water main down the hill.

Farnum stated the Engineer sent a change order for the Water Tower Painting Project. Farnum reviewed the change order with the Council and advised the contractor was hoping for a verbal approval of the change order, to keep the project moving forward. Consensus of the Council was to approve the change order and formal action will take place on May 6th Council meeting.

Council took a short break prior to the work session regarding utilities for Residential Developments. Farnum reviewed the estimated costs for the Vet Clinic Project and North Ridge. If done as a TIF project, City will be required to set funds aside for low to moderate housing projects. Consensus of the Council was if City helped with the utilities and infrastructure, that the tax abatement program would not be allowed. Consensus of the Council was to proceed with TIF financing to do these projects. Brighton wanted to also work on some strategic planning for future developers.

Ellwood moved; Brenneman seconded to go into closed session pursuant to Iowa Code 21.5 (1)(j) to discuss the purchase of real estate where the premature disclosure could be

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reasonably expected to increase the price the City would have to pay for said property.
Roll call unanimous.

Langerman moved; Phelan seconded to return to open session. Roll call unanimous.
Ellwood moved; Phelan seconded directing City Administrator to proceed as discussed
related to the possible purchase of Real Estate. Roll call vote unanimous.

Ellwood moved to adjourn the meeting at 8:01 P.M.

Scott Brighton, Mayor Pro Tem

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - APRIL 18, 2024

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	April 1 - 14, 2024				
Jamie Coleman	\$ 2,032.00	\$ -	9.00	26.00	\$ 1,604.55
Jordan Fullerton	203.20	-	0.00	0.00	175.03
Mason Hanson	1,412.40	-	0.00	0.00	1,047.66
Brandon Kent	396.00	-	0.00	0.00	341.12
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	3,022.80	910.80	0.00	36.00	1,951.68
Chloe Mogensen	567.60	-	0.00	0.00	383.20
Shirlee Scott	2,032.00	-	0.00	0.00	1,530.43
Curtis Wyman	1,872.00	-	9.00	198.00	1,295.05
TOTAL AMBULANCE	\$ 16,503.85	\$ 910.80	18.00	308.75	\$ 11,793.72
CEMETERY	April 1 - 14, 2024				
Dan McDonald	\$ 2,040.97	\$ 73.77	0.00	0.00	\$ 1,505.61
TOTAL CEMETERY	\$ 2,040.97	\$ 73.77	0.00	0.00	\$ 1,505.61
CITY HALL	April 1 - 14, 2024				
Cheryl Clark	\$ 2,101.81	\$ 9.81	0.00	40.50	\$ 1,445.07
Russ Farnum	3,961.54	-	0.00	0.00	2,568.76
Sally Hinrichsen	3,044.31	-	0.00	0.00	1,858.63
Nanci Tuel	1,840.80	-	0.00	0.00	1,315.98
TOTAL CITY HALL	\$ 10,948.46	\$ 9.81	0.00	40.50	\$ 7,188.44
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 1 - 14, 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 1 - 14, 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 1 - 14, 2024				
Dawn Graver	\$ 2,783.21	\$ -	0.00	0.00	\$ 2,030.06
Erik Honda	3,818.27	912.33	0.00	34.50	2,810.75
Jordan Koos	2,859.36	-	0.00	6.00	1,950.76
Cole Millard	2,318.00	219.60	0.00	0.00	1,471.73

PAYROLL - APRIL 18, 2024

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
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	3,177.74	13.80	0.00	46.75	2,293.52
TOTAL POLICE	\$ 20,029.40	\$ 1,145.73	0.00	87.25	\$ 14,296.86
ROAD USE	April 1 - 14, 2024				
Zeb Bowser	\$ 1,927.20	\$ -	0.00	5.50	\$ 1,472.09
Jacob Gravel	1,927.20	-	0.00	7.50	1,423.05
Nick Kahler	2,457.46	-	0.00	0.00	1,760.05
Jasper Scott	1,927.20	-	0.00	0.00	1,449.86
TOTAL ROAD USE	\$ 8,239.06	\$ -	0.00	13.00	\$ 6,105.05
SEWER	March 30 - April 12, 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	March 30 - April 12, 2024				
Scott Hagen	\$ 1,987.20	\$ -	0.00	40.00	\$ 1,571.22
Josh Willms	1,987.20	-	0.00	58.50	1,265.69
TOTAL WATER	\$ 3,974.40	\$ -	0.00	98.50	\$ 2,836.91
TOTAL - ALL DEPTS.	\$ 75,217.08	\$ 2,140.11	18.00	548.00	\$ 54,208.55

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
IOWA DEPT OF PUBLIC SAFETY	PD IOWA SYSTEM		300.00		
LAPORTE MOTOR SUPPLY	PD VEHICLE OPERATING		13.62		
LYNCH DALLAS, P.C.	PD ATTORNEY FEES		317.50		
MONTICELLO EXPRESS INC	PD ATV DECALS		232.50		
JOSEPH & JAMIE TUBBS	PD AMMUNITION		1,760.00		

	110 POLICE DEPARTMENT TOTAL		2,623.62		
STREET LIGHTS					
ALLIANT ENERGY-IES	E 1ST STREETLIGHTS		4,918.45		

	230 STREET LIGHTS TOTAL		4,918.45		
AQUATIC CENTER					
CARRICO AQUATIC RESOURCES INC	POOL CAPITAL EQUIPMENT		15,454.68		
JONES CO ENVIRONMENTAL SERVICE	POOL FOOD SERVICE LICENSE		150.00		

	440 AQUATIC CENTER TOTAL		15,604.68		
CEMETERY					
JOHN DEERE FINANCIAL	CEMETERY EQUIP REPAIR/MAINT		287.00		
MONTICELLO EXPRESS INC	CEMETERY ADVERTISING		182.40		

	450 CEMETERY TOTAL		469.40		
SOLDIER'S MEMORIAL BOARD					
NEXT GENERATION PLBG & HTG LLC	SLDR MEM BLDG REPAIR/MAINT		117.89		

	498 SOLDIER'S MEMORIAL BOARD TOTAL		117.89		
MAYOR AND CITY COUNCIL					
MONTICELLO CHAMBER OF COMMERCE	COUNCIL CONFERENCE - BRENNEMAN		25.00		

	610 MAYOR AND CITY COUNCIL TOTAL		25.00		
CITY HALL/GENERAL BLDGS					
CHERYL CLARK	CH BUILDING SUPPLIES		19.23		
EMPLOYEE & FAMILY RESOURCES	EMPLOYEE ASSISTANCE PROGRAM		2,595.60		
FAREWAY STORES #840-1	CH BUILDING SUPPLIES		7.96		
HOLIDAY INN AIRPORT	CH TRAVEL - HINRICHSEN		282.24		
INSURANCE ASSOCIATES, INC.	CYBER INSURANCE		4,400.91		
JOHN DEERE FINANCIAL	CH BUILDING SUPPLIES		77.41		
JONES COUNTY TOURISM ASSOC	CH CONTRIBUTION		1,000.00		
MONTICELLO EXPRESS INC	CH ADVERTISING		1,120.85		
NEXT GENERATION PLBG & HTG LLC	CH BLDG REPAIR/MAINT		235.77		
ORBIS MENASHA CORP	CH FRANCHISE FEE REFUND		6,348.31		
PFM FINANCIAL ADVISORS LLC	CH PRO FEES		1,000.00		
SHRED-MASTER	CH MISC CONTRACT WORK		95.00		
LADCO	CH BLDG REPAIR/MAINT		12,685.28		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	650 CITY HALL/GENERAL BLDGS TOTAL		29,868.56		
	001 GENERAL TOTAL		53,627.60		
MONTICELLO BERNDES CENTER					
PARKS					
JACOB HEINSIUS	MBC PEST CONTROL		70.00		
CENTRAL IOWA DISTRIBUTING INC	MBC BUILDING SUPPLIES		324.00		
RANDI GRAFFT	MBC BASEBALL TOURNAMENT REFUND		325.00		
INSURANCE ASSOCIATES, INC.	MBC PROPERTY INSURANCE		38.00		
JONES CO ENVIRONMENTAL SERVICE	JOHNSON PARK FOOD SERVICE LIC		450.00		
KROMMINGA MOTORS INC	MBC EQUIP REPAIR/MAINT		349.48		
LARRY MARTINSON	MBC DAMAGE DEPOSIT REFUND		200.00		
MONTICELLO EXPRESS INC	MBC OFFICE SUPPLIES		116.99		
NAYLOR SEED COMPANY	MBC GROUNDS SUPPLIES		272.50		
NEXT GENERATION PLBG & HTG LLC	MBC BLDG REPAIR/MAINT		355.08		
OD SPORTS ACQUISITION INC	MBC LEAGUE SUPPLIES		2,292.39		
REXCO EQUIPMENT INC	MBC CAPITAL EQUIPMENT		910.00		
WELLS FARGO VENDOR FINANCIAL	2020 TOOLCAT PAYMENT		1,048.95		
	430 PARKS TOTAL		6,752.39		
	005 MONTICELLO BERNDES CENTER TOTAL		6,752.39		
TOURNAMENT FUND-GEN CKG					
PARKS					
HASTY AWARDS, INC	TOURNAMENT AWARDS		3,275.00		
	430 PARKS TOTAL		3,275.00		
	012 TOURNAMENT FUND-GEN CKG TOTAL		3,275.00		
FIRE					
FIRE					
JOHN DEERE FINANCIAL	FIRE SUPPLIES		99.98		
KARDES INC	FIRE FUEL		155.19		
LAPORTE MOTOR SUPPLY	FIRE EQUIP REPAIR/MAINT		46.72		
MERCY PHYSICIAN ASSOCIATES	FIRE PHYSICAL - RUSS		1,484.00		
MUNICIPAL EMERGENCY SERVICES	FIRE FOAM INJECTION SYSTEM		2,195.18		
	150 FIRE TOTAL		3,981.07		
	015 FIRE TOTAL		3,981.07		
AMBULANCE					
AMBULANCE					
DONNA BANOWETZ	AMB OVERPAYMENT REFUND		30.00		
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES		385.44		
MELVIN BREITBACH	AMB OVERPAYMENT REFUND		18.75		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
CR PHARMACY SERVICE INC	AMB MEDICAL SUPPLIES	351.32			
NICHOLAS DERBY	AMB OVERPAYMENT REFUND	848.00			
ESO SOLUTIONS, INC.	AMB SOFTWARE SUPPORT	4,198.00			
BARBARA HAHN	AMB OVERPAYMENT REFUND	20.00			
IOWA DEPT OF HUMAN SERVICES	AMB REFUND	3,195.91			
KARDES INC	AMB FUEL	135.60			
KARDES INC	AMB FUEL	231.73			
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	5,707.44			
UNITED HEALTHCARE INSURANCE CO	AMB OVERPAYMENT REFUND	5.59			
UNITY POINT HEALTH	AMB PHARMACY SUPPLIES	840.97			
	160 AMBULANCE TOTAL		15,968.75		
	016 AMBULANCE TOTAL		15,968.75		
LIBRARY IMPROVEMENT LIBRARY					
FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS	18.14			
	410 LIBRARY TOTAL		18.14		
	030 LIBRARY IMPROVEMENT TOTAL		18.14		
LIBRARY LIBRARY					
ALL AMERICAN LAWN & LANDSCAPE	LIB SPRING CLEANUP	85.00			
CULLIGAN TOTAL WATER -	LIB BUILDING SUPPLIES	24.30			
E.O. JOHNSON CO INC	LIB OFFICE SUPPLIES	269.68			
JOHN DEERE FINANCIAL	LIB BUILDING SUPPLIES	29.97			
MICRO MARKETING LLC	LIB AUDIO RECORDINGS	33.29			
MONTECELLO EXPRESS INC	LIB OFFICE SUPPLIES	3.85			
NEXT GENERATION PLBG & HTG LLC	LIB BLDG REPAIR/MAINT	536.23			
	410 LIBRARY TOTAL		982.32		
	041 LIBRARY TOTAL		982.32		
AIRPORT AIRPORT					
B & J HAULING & EXCAVATION INC	AIRPORT GROUNDS MAINTENANCE	3,345.00			
INSURANCE ASSOCIATES, INC.	AIRPORT PROPERTY INSURANCE	3,077.00			
MONTECELLO AVIATION INC	AIRPORT MANAGER	2,668.64			
	280 AIRPORT TOTAL		9,090.64		
	046 AIRPORT TOTAL		9,090.64		
ROAD USE					

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
STREETS					
ALLIANT ENERGY-IES	22059 HWY 38		355.87		
B & J HAULING & EXCAVATION INC	RU STREET MAINTENANCE SUPPLIES		1,824.00		
ZACHARY ADAM BOWSER	RU TREE REMOVAL		265.00		
HENNICK TREE SERVICE LLC	RU TREE REMOVAL		4,000.00		
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT		95.45		
K&S MACHINING AND METAL	RU EQUIP REPAIR/MAINT		1,756.56		
KROMMINGA MOTORS INC	RU EQUIP REPAIR/MAINT		1,107.26		
NEXT GENERATION PLBG & HTG LLC	RU BLDG REPAIR/MAINT		571.50		
MATHY CONSTRUCTION	RU STREET MAINTENANCE SUPPLIES		890.40		
	210 STREETS TOTAL		10,866.04		
	110 ROAD USE TOTAL		10,866.04		
PARK IMPROVEMENT					
CAPITAL PROJECTS					
ACCENT CONCRETE LLC	PARK IMP TRAILS		789.50		
	750 CAPITAL PROJECTS TOTAL		789.50		
	313 PARK IMPROVEMENT TOTAL		789.50		
TIF PROJECT					
STREETS					
MONTICELLO EXPRESS INC	NORTH CHESTNUT STREET PROJECT		36.58		
	210 STREETS TOTAL		36.58		
	325 TIF PROJECT TOTAL		36.58		
C.C. BIDWELL LIBRARY BOOK					
LIBRARY					
CENTER POINT PUBLISHING	LIB BIDWELL BOOKS		46.74		
MICRO MARKETING LLC	LIB BIDWELL BOOKS		33.80		
	410 LIBRARY TOTAL		80.54		
	502 C.C. BIDWELL LIBRARY BOOK TOTAL		80.54		
WATER					
WATER					
ALLIANT ENERGY-IES	16540 190TH ST WATER TOWER		196.94		
ELECTRIC PUMP INC	WATER SYSTEM		1,216.40		
HAWKINS WATER TREATMENT	WATER SYSTEM		565.87		
IOWA ONE CALL	WATER SYSTEM		43.25		
KARDES INC	WATER FUEL		42.83		
MONTICELLO EXPRESS INC	WATER QUALITY REPORT		274.75		
LINDSEY OSWALT	WATER RECONNECTION REFUND		25.00		

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	810 WATER TOTAL		2,365.04		
	600 WATER TOTAL		2,365.04		
CUSTOMER DEPOSITS					
WATER					
CITY OF MONTICELLO	PROVENCHER/JO		260.62		
LINDSEY OSWALT	WATER DEPOSIT REFUND		150.00		
JO PROVENCHER	WATER DEPOSIT REFUND		56.14		
CHRIS & KATIE SMOCK	WATER DEPOSIT REFUND		83.24		
	810 WATER TOTAL		550.00		
	602 CUSTOMER DEPOSITS TOTAL		550.00		
SEWER					
SEWER					
AMERICAN BANKERS INSURANCE CO	SEWER FLOOD INSURANCE		1,103.00		
DAKOTA SUPPLY GROUP INC	SEWER LAB SUPPLIES		42.00		
FAREWAY STORES #840-1	SEWER LAB SUPPLIES		27.72		
HACH COMPANY	SEWER LAB SUPPLIES		1,187.00		
IOWA ONE CALL	SEWER SYSTEM		43.25		
JOHN DEERE FINANCIAL	SEWER SUPPLIES		9.97		
KARDES INC	SEWER FUEL		42.83		
MONTICELLO EXPRESS INC	SEWER SUPPLIES		78.33		
HD SUPPLY, INC	SEWER LAB SUPPLIES		120.69		
	815 SEWER TOTAL		2,654.79		
	610 SEWER TOTAL		2,654.79		
SEWER CAPITAL IMPROVEMENT					
SEWER					
PFM FINANCIAL ADVISORS LLC	SEWER FACILITY IMPROVEMENTS		18,580.65		
SNYDER & ASSOCIATES, INC	SEWER FACILITY IMPROVEMENTS		31,483.00		
	815 SEWER TOTAL		50,063.65		
	613 SEWER CAPITAL IMPROVEMENT TOTAL		50,063.65		
SANITATION					
SANITATION					
MONTICELLO EXPRESS INC	SANITATION SUPPLIES		78.34		
REPUBLIC SERVICES	RESIDENTIAL GARBAGE		24,868.78		
	840 SANITATION TOTAL		24,947.12		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	670 SANITATION TOTAL		24,947.12		
YARD WASTE SITE SANITATION					
ALLIANT ENERGY-IES	22411 BUSINESS HWY 151		30.00		
MONTECELLO EXPRESS INC	YARD WASTE ADVERTISING		91.20		
	840 SANITATION TOTAL		121.20		
	675 YARD WASTE SITE TOTAL		121.20		
	Accounts Payable Total		186,170.37		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND NAME	AMOUNT
001 GENERAL	53,627.60
005 MONTICELLO BERNDES CENTER	6,752.39
012 TOURNAMENT FUND-GEN CKG	3,275.00
015 FIRE	3,981.07
016 AMBULANCE	15,968.75
030 LIBRARY IMPROVEMENT	18.14
041 LIBRARY	982.32
046 AIRPORT	9,090.64
110 ROAD USE	10,866.04
313 PARK IMPROVEMENT	789.50
325 TIF PROJECT	36.58
502 C.C. BIDWELL LIBRARY BOOK	80.54
600 WATER	2,365.04
602 CUSTOMER DEPOSITS	550.00
610 SEWER	2,654.79
613 SEWER CAPITAL IMPROVEMENT	50,063.65
670 SANITATION	24,947.12
675 YARD WASTE SITE	121.20

TOTAL FUNDS	186,170.37

5.1.24

Reviewed by: 

Fund	Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Clerk's Cash In Bank	Clerk's Cash In Bank	Investments	Investments	Ending Fund Balance	
GENERAL FUNDS:	General	1090875.35	113136.32	10639.19	612776.71	86763.23	628750.00	1112114.34	750.00	571839.88	539524.46	14403.60			1112114.34	
	Soldiers Memorial Board	14444.20	75.00			115.60		14403.60							14403.60	
	Monticello Bemdes Center	45658.84	4943.99	122.69		30740.06		19985.46	100.00	973.54	18911.92				19985.46	
	Youth/Adult Tournament Fund	12755.05	13830.00	33.18				26618.23				28618.23			26618.23	
	Dare	6893.73				100.00		6802.90		6802.90	5198.59				6802.90	
	Canine	5779.60		24.91				5804.51							5804.51	
	Insurance Fund	56888.46		233.07		465.54		56655.99		12619.89	44036.10				56655.99	
	Tournament Fund	8485.78		23.59				8509.37							8509.37	
	Monticello Trees Forever	26965.82	74.98	93.58				27040.80		27040.80	178434.20				27040.80	
	Fire	226604.62	5114.00	935.58		2613.23		230038.87							230038.87	
	Ambulance Operating	190728.38	38590.62	726.60	15833.33	42633.32		203245.61		87857.68	115387.93				203245.61	
	Hotel/Motel Tax Fund	27805.56		77.32		300.00		27582.88		27582.88					27582.88	
	Earl F Lehmann Trust	238.73		0.06				238.79			238.79				238.79	
	Street Bond	1500.00						1500.00		1500.00					1500.00	
	Police Improvement	7200.42	21.00	20.02				7241.44		7241.44					7241.44	
	Library Improvement	48246.41	3438.15	192.20		133.34		51743.42		17613.78	34129.64				51743.42	
	Library	59432.09	129.47	204.12	12916.67	10248.48		62433.87	200.00	45935.64	60980.76				62433.87	
	Equipment Set-A-Side	60893.54		287.22				60980.76							60980.76	
	Super Mac	18860.08		79.72		1731.80		17208.00		1166.27	16041.73				17208.00	
	Airport	121147.48	3595.49	425.46		18590.62		6581.81		-47869.78	54441.59				6581.81	
Revolving Loan Fund	45804.79		176.95				45981.74		16827.24	29154.50				45981.74		
SPECIAL REVENUE FUNDS:	Road Use Tax	255593.56	33022.44			89145.26		219470.74		4135.17	215335.57				219470.74	
	Road Use Tax Set-A-Side	20945.85		611.89				21557.74		-109088.96	130646.70				21557.74	
	Employee Benefits	285228.51	23394.98			41189.29		267434.20		29164.24	238289.96				267434.20	
	TIF Tax Collections	406687.63	21953.97	1779.15		20000.00		410420.75		175878.54	234742.21				410420.75	
	Siavka Gehret Trust	217894.80		201.60				43096.40		83.21	43013.19				43096.40	
	Police Forfeiture Acct	4.95						4.95							4.95	
	Debt Service	393051.33	15913.70	1223.21				410188.24		254796.20	155392.04				410188.24	
	TIF - Debt Payments	0.00						0.00							0.00	
	ARPA Grant	612776.71					612776.71	0.00		-612776.71	612776.71				0.00	
	Park Improvements	-52668.26	320.00	182.43				-52165.83		-92988.73	40822.90				-52165.83	
DEBT SERVICE FUNDS:	Library Capital Improvements	15058.37		41.87				15100.24		15100.24					15100.24	
	Ambulance Improvements	178252.27	23000.00	749.70				202001.97		52622.92	149379.05				202001.97	
	TIF Projects	649687.96		5434.59		26279.75		629022.80		171097.81	457924.99				629022.80	
	Cemetery Improvements	42554.87		582.40				43137.27		14180.91	28956.36				43137.27	
	Capital Improvements	-221216.30	3865.00	10288.51	123555.00	16447.70		1012039.51		197278.50	45.04				1012039.51	
	Low Income Housing	16663.95		74.90				16738.75			16738.75				16738.75	
	Baby Disc Golf Course	9816.47		36.47				9852.94		4452.48	5400.46				9852.94	
	Mary Maxine Redmond Trust	7390.39		31.88				7422.27		754.23	6668.04				7422.27	
	Pocket Park	11654.75		41.74				11696.49		6198.08	5498.41				11696.49	
	Cemetery Perpetual Care	184515.90		408.28				184924.18		2610.00	18234.18				184924.18	
	Charles S Bidwell Book Trust	85445.50		382.57		547.76		85280.31		27.70	85252.61				85280.31	
	Idma Mary Baker Trust	37993.96		170.34		49.14		38115.16		70.54	38044.62				38115.16	
	ENTERPRISE FUNDS:	Water Operating	343527.75	32226.96	1256.78		19543.15	150000.00	207468.34		6882.28	200586.06				207468.34
		Customer Deposits	119570.16	1200.00	715.00				20055.16		-81517.40	101572.56				20055.16
Water Capital Improvements		886040.31	5136.13	4914.00		4496.03		891594.41		530337.58	106668.17				891594.41	
Sewer Operating		2069287.50	94691.15	8088.65		26898.66	110550.00	2034618.64		661950.90	1372687.74				2034618.64	
Sewer Sinking		53246.71		148.06				53394.77		53394.77					53394.77	
Sewer Capital Improvements		105000.82	5136.14	658.67		429.00		110866.63		44801.40	66285.23				110866.63	
Sanitation		253925.00	53552.88	849.84		44257.70		264070.02		120744.96	143325.06				264070.02	
Sanitation Capital Improvements		9233.97		25.67				9259.64		9259.64					9259.64	
Yard Waste		50607.80	3667.70	204.35		7770.19		46705.66		9294.40	37415.26				46705.66	
Storm Water Fund		109369.83	6799.94	376.00		437.02		116108.75		73847.13	42261.62				116108.75	
Self Funded Insurance		0.00	604.63			604.63		0.00							0.00	
Flex Spending		2872.20	1192.32			2559.58		1504.94			1504.94				1504.94	
Enterprise Flex Spending	107.48						107.48			107.48				107.48		
TOTAL OF ALL FUNDS		9237811.83	508551.98	53251.48	1877076.71	475805.08	1877076.71	9323810.01	1050.00	2381617.62	5372588.15	1568500.24	0.00	0.00	9323810.01	

City of Monticello
Cash On Hand By Bank
For March 31, 2024

Tom Jones 5.1.24

Bank	Amount	Interest rate	Maturity date	Length of investment	Purpose
F & M Bank					
Total by Bank	\$0.00				
Citizens State Bank					
Savings # 6025641	\$238.79	0.100	N/A		Earl F Lehmann Trust Soldier Memorial General Savings
Checking #394486	\$14,403.60		N/A		
Savings #6467260	\$1,527,239.62	5.130	N/A		
Total by Bank	\$1,541,882.01				
Dutrac Credit Union					
Total by Bank	\$0.00				
Fidelity Bank & Trust					
Total by Bank	\$0.00				
Ohnward Bank & Trust					
General Ckg/Sweep #40002008	\$2,429,982.25	5.75	N/A		General Checking General Savings Youth/Adult Tournamt
Property Tax & Water #40001992	\$5,372,588.15	5.75	N/A		
Youth/Adult Tournmt Ckg #618231	\$26,618.23	2.02			
Total by Bank	\$7,829,188.63				
Total Cash on Hand- All Banks	\$9,371,070.64				
Plus Petty Cash	\$1,050.00				Clerk's Office, Library, Aquatic Center and Berndes Center
Adjust Bank Error					
Plus Outstanding Credit Card Pymt	\$949.36				
Less Outstanding Checks	\$49,259.99				
Treasurer's Balance	\$9,323,810.01				

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

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

City of Monticello
Bank Reconciliation Report
For the Month of March 2024

Bank Balance		
General Checking	\$2,429,982.25	
Property Tax & Water	\$5,372,588.15	
Soldiers Memorial Ckg	\$14,403.60	
Earl F Lehmann Trust	\$238.79	
Youth/Adult Tornment ckg	\$26,618.23	
Citizen's Savings	\$1,527,239.62	
	<hr/>	
Total Bank Balance		\$9,371,070.64
Plus (Minus) Adjustment:		
Bank Charge/Error		
	<hr/>	
Total Adjustment		\$0.00
Plus Outstanding Cedit Card Pymt:		
Credit Card Payments	\$949.36	
	<hr/>	
Total Outstanding Credit Card Pymts		\$949.36
Less Outstanding Checks:		
Financial/Payroll	\$49,259.99	
Soldiers Memorial		
Youth/Adult Tornment		
	<hr/>	
Total Outstanding Checks		\$49,259.99
Plus Investments:		
Time Certificates	\$0.00	
Petty Cash	\$1,050.00	
	<hr/>	
Total Investments		\$1,050.00
Treasurer's Balance		\$9,323,810.01

Prepared By: Sally Hinrichsen 4.30.2024
Sally Hinrichsen, City Clerk Date

Reviewed by: Russell Farnum 5.1.2024
Russell Farnum, City Administrator Date

TREASURER'S REPORT
CALENDAR 3/2024, FISCAL 9/2024

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	1,090,875.35	736,752.22	715,513.23	.00	1,112,114.34
003 SOLDIER MEMORIAL FUND	14,444.20	75.00	115.60	.00	14,403.60
005 MONTICELLO BERNDES CENT	45,658.84	5,066.68	30,740.06	.00	19,985.46
006 RECREATIONAL SET-A-SIDE	.00	.00	.00	.00	.00
007 YOUTH/ADULT TOURNAMENTS	12,755.05	13,863.18	.00	.00	26,618.23
008 DARE	6,893.73	9.17	100.00	.00	6,802.90
009 POLICE CANINE UNIT	5,779.60	24.91	.00	.00	5,804.51
010 INSURANCE	56,888.46	233.07	465.54	.00	56,655.99
012 TOURNAMENT FUND-GEN CKG	8,485.78	23.59	.00	.00	8,509.37
014 MONTICELLO TREES FOREVE	26,965.82	74.98	.00	.00	27,040.80
015 FIRE	226,604.62	6,047.58	2,613.23	.00	230,038.97
016 AMBULANCE	190,728.38	55,150.55	42,633.32	.00	203,245.61
018 HOTEL/MOTEL TAX	27,805.56	77.32	300.00	.00	27,582.88
022 EARL F LEHMANN TRUST	238.73	.06	.00	.00	238.79
023 TRUST FUND/STREET BOND	1,500.00	.00	.00	.00	1,500.00
026 POLICE IMPROVEMENT	7,200.42	41.02	.00	.00	7,241.44
030 LIBRARY IMPROVEMENT	48,246.41	3,630.35	133.34	.00	51,743.42
041 LIBRARY	59,432.09	13,250.26	10,248.48	.00	62,433.87
042 SPORTS COMPLEX	.00	.00	.00	.00	.00
044 EQUIPMENT SET-A-SIDE	60,693.54	287.22	.00	.00	60,980.76
045 SUPER MAC FUND	18,860.08	79.72	1,731.80	.00	17,208.00
046 AIRPORT	121,147.48	4,024.95	118,590.62	.00	6,581.81
050 REVOLVING LOAN FUND	45,804.79	176.95	.00	.00	45,981.74
110 ROAD USE	255,593.56	33,022.44	69,145.26	.00	219,470.74
111 ROAD USE SETASIDE	20,945.85	611.89	.00	.00	21,557.74
112 EMPLOYEE BENEFITS	285,228.51	23,394.98	41,189.29	.00	267,434.20
125 TIF -SPECIAL REVENUE	406,687.63	23,733.12	20,000.00	.00	410,420.75
178 TRUST/SLAVKA GEHRET FUN	217,894.80	201.60	175,000.00	.00	43,096.40
180 POLICE FORFEITURE	4.95	.00	.00	.00	4.95
200 DEBT SERVICE	393,051.33	17,136.91	.00	.00	410,188.24
225 TIF - DEBT	.00	.00	.00	.00	.00
300 ARPA CAPITAL FUND	612,776.71	.00	612,776.71	.00	.00
313 PARK IMPROVEMENT	52,668.26	502.43	.00	.00	52,165.83
316 LIB CAPITAL IMPROVEMENT	15,058.37	41.87	.00	.00	15,100.24
319 AMBULANCE IMPROVEMENT	178,252.27	23,749.70	.00	.00	202,001.97
325 TIF PROJECT	649,867.96	5,434.59	26,279.75	.00	629,022.80
326 TRUST/CEMETERY IMPROVEM	42,554.87	582.40	.00	.00	43,137.27
328 FAMILY AQUATIC CENTER C	.00	.00	.00	.00	.00
332 CAPITAL IMPROVEMENT	221,216.30	1,249,703.51	16,447.70	.00	1,012,039.51
333 MYSBA CAPITAL FUND	.00	.00	.00	.00	.00
336 LOW INCOME HOUSING FUND	16,663.95	74.80	.00	.00	16,738.75
337 MDC FUNDS	.00	.00	.00	.00	.00
338 BATY DISC GOLF COURSE	9,816.47	36.47	.00	.00	9,852.94
339 MARY MAXINE REDMOND TRU	7,390.39	31.88	.00	.00	7,422.27
375 POCKET PARK	11,654.75	41.74	.00	.00	11,696.49
500 TRUST/CEMETERY PERPETUA	184,515.90	408.28	.00	.00	184,924.18
502 C.C. BIDWELL LIBRARY BO	85,445.50	382.57	547.76	.00	85,280.31
503 TRUST/IOMA MARY BAKER	37,993.96	170.34	49.14	.00	38,115.16
600 WATER	343,527.75	33,483.74	169,543.15	.00	207,468.34
601 WATER BOND SINKING	.00	.00	.00	.00	.00
602 CUSTOMER DEPOSITS	119,570.16	1,200.00	100,715.00	.00	20,055.16
603 WATER IMPROVEMENT	.00	.00	.00	.00	.00
604 WATER CAPITAL IMPROVEME	886,040.31	10,050.13	4,496.03	.00	891,594.41

TREASURER'S REPORT
CALENDAR 3/2024, FISCAL 9/2024

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
610 SEWER	2,069,287.50	102,779.80	137,448.66	.00	2,034,618.64
611 SEWER RESERVE	.00	.00	.00	.00	.00
612 SEWER SINKING	53,246.71	148.06	.00	.00	53,394.77
613 SEWER CAPITAL IMPROVEME	105,500.82	5,794.81	429.00	.00	110,866.63
614 SEWER IMPROVEMENT	.00	.00	.00	.00	.00
670 SANITATION	253,925.00	54,402.72	44,257.70	.00	264,070.02
671 SANITATION CAPITAL IMPR	9,233.97	25.67	.00	.00	9,259.64
675 YARD WASTE SITE	50,607.80	3,872.05	7,770.19	.00	46,709.66
740 STORM WATER	109,369.83	7,175.94	437.02	.00	116,108.75
820 INTERNAL REV SELF FUNDE	.00	604.63	604.63	.00	.00
950 FLEX SPENDING FUND	2,872.20	1,192.32	2,559.58	.00	1,504.94
951 ENTERPRISE FLEX SPENDIN	107.48	.00	.00	.00	107.48
Report Total	9,237,811.63	2,438,880.17	2,352,881.79	.00	9,323,810.01

City Council Meeting
Prep. Date: 05/01/2024
Preparer: Russell Farnum



Agenda Item: # 1 - 5
Agenda Date: 05/06/2024

Communication Page

Agenda Items Description: Discussion and possible action on changes to the Chestnut Street project

<u>Type of Action Requested:</u> Motion(s)					
<u>Attachments & Enclosures:</u> Chestnut Street Utility Plan detail	<u>Fiscal Impact:</u> Budget Line Item: <table border="1"><tr><td> </td></tr></table> Budget Summary: <table border="1"><tr><td> </td></tr></table> Expenditure: <table border="1"><tr><td> </td></tr></table> Revenue: <table border="1"><tr><td> </td></tr></table>				

Synopsis: Property owners impacted by the Chestnut Street project have requested a series of changes to the design of the project. This project has been bid and let, although any project has the potential for changes/additions/deletions.

Some of the requests are feasible and some are not. The changes are all policy decisions that need to be made by Council. The City Administrator and City Engineer have provided answers to the owners based upon actions taken by the City in past, similar street projects – most recently the Sycamore Street project.

Several of these items were brought up at the April 22 Council meeting, with no action by the Council. While that is generally a “no”, I’ve placed these items on the agenda for formal action, as there are several other changes to be considered as well.

With a formal motion and vote, the Council can make final decisions on these items.

Background and Discussion: Items and changes for consideration are outlined below:

Reconsideration of Brick Replacement: Several homeowners would like the Council to reconsider the option of replacement of the brick. Council has previously indicated it is not willing to do that but took no formal action. The contractor is not willing to consider a change order to “add the brick back in” to the contract, as he has already planned the subcontractors, concrete orders, and other details.

Note that if this motion passes, a series of subsequent actions will be required at a future Council meeting. Staff will explore this if Council is willing to consider the option, but in lieu of formal action we will not spend more time on the issue.

Relocation of the Fire Hydrant: City Engineer has reviewed the possible relocation of the fire hydrant. It cannot be moved south to the Church property, as there are too many utility conflicts in that area. It could be moved north, which would place it even closer to the trees that we are trying to save. The installation of the water main stub and valve assembly requires additional excavation that would exacerbate the disturbance to the trees. The ideal location is where it is shown, for both connection to the system and overall coverage of the area for fire protection.

Relocation of the Water Main: 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 is an improvement as it will move the trenching further away from the main root ball and 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.

The contractor is willing to relocate the water main two feet easterly, at negligible additional cost. The redesigned water main plans are completed.

Boring the installation of the Water Main (instead of open trenching): As reported at the April 22 Council meeting, boring the water main for the entire block would be cost addition of approximately \$18,000 dollars. The Contractor is willing to do it, if the decision is made at the May 6 meeting. The cost change is based upon the changes in unit quantities as follows:

DESCRIPTION	ORIGINAL QUANTITY	UNIT	UNIT PRICE	QUANTITY CHANGE	PRICE CHANGE
REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	444	CY	\$ 38.50	-207	\$ (7,969.50)
WATER MAIN, TRENCHED, PVC AWWA C900, 8"	600	LF	\$ 56.00	-280	\$ (15,680.00)
WATER MAIN, TRENCHLESS, PVC AWWA C900 CERTA-LOK, 8"	60	LF	\$ 148.00	280	\$ 41,440.00
TOTAL PRICE CHANGE:					\$ 17,790.50

This a revised *estimate* of unit quantities and prices, so the amounts could vary a few hundred dollars one way or another.

Addition of a Retaining Wall at 2nd and Chestnut: The public walk at this intersection will be lowered nearly two feet to meet 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. The plans included a similar installation at the intersection of 3rd and Chestnut, although taller, to avoid creating slopes that are too steep to mow.

Their preferred contractor, All American, has given a price quote that is competitive with the unit prices on the other wall. From an equity standpoint the approval of All American's quote to build the retaining wall at the Jacobs residence for \$6400 is recommended.

Both retaining walls would be City expenses and are not subject to the special assessment as they are necessitated by the grade changes for the project.

Addition of a Water Service Stub and Shut Off for 215 N. Chestnut: Chapter 90.14 of the Municipal Code makes it clear that the property owner is responsible for the water service from the main to the house. Because the City is installing a new water main, though, 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. As with the other homes on the block, the new box would be stubbed in to the east (street) side of the sidewalk (this is because the only sidewalk replacement being completed along most of the frontage of 215 N. Chestnut is one square at the far north end).

The same scope of work was done on Sycamore Street. Homeowners on Sycamore Street that wanted new water services brought into their homes were given that option by the contractor, but it was at the homeowner's expense, not the City's.

Mr. Eggers is not happy with just a new stub, and feels that the City should run a new service all the way into his home, and abandon the Walnut Street service. This is far more work than is being done for any other home on the block. Equitably, the new stub to the sidewalk is the same as everyone else is getting, that should be the extent of the City's financial participation.

Recommendation: To best address these issues, I recommend the Council make a series of motions (and seconds), and vote the motion up or down. This gives crystal clear record of the Council action on these requests.

Motion 1: Move to approve reconsideration of the brick pavement option; *(Not Recommended)*- Note that if this motion passes, a series of subsequent actions will be required at a future Council meeting.

Motion 2: Move to approve relocating the fire hydrant at 2nd and Chestnut; *(Not Recommended)*

Motion 3: Move to approve relocating the water main to four feet behind the curb; **(Recommended)**

Motion 4: Move to approve boring the water main at an additional cost of about \$18,000; *(Not Recommended)*

Motion 5: Move to approve the quote from All American for a retaining wall at 205 N. Chestnut; **(Recommended)**

Motion 6: Move to approve the addition of a new water tap, service stub, and shut-off at the sidewalk for 215 N. Chestnut; **(Recommended)**

Motion 7: Move to approve the installation of a new water service to 215 N. Chestnut at City expense. *(Not Recommended)*

City Council Meeting
Prep. Date: 05/01/2024
Preparer: Russell Farnum



Agenda Item: # 6 & 7
Agenda Date: 05/06/2024

Communication Page

Agenda Items Description: South Water Tower Change Order #1, South Water Tower Change Order #2, and South Water Tower Pay Request #1

<u>Type of Action Requested:</u> Resolutions (2)	
<u>Attachments & Enclosures:</u> Resolutions (2)	<u>Fiscal Impact:</u>
	Budget Line Item:
	Budget Summary:
	Expenditure:
	Revenue:

Synopsis: These requests are related to the repainting of the south water tower. The first change order adds \$38,953 to the painting of the South Water Tower. This additional work is required because it was discovered the clear coat finish on the exterior of the tower was not just on the orange stripes, but also the white stripes.

This clear coat product requires different preparation work and materials than bid for the project, in order to ensure full adhesion and a long-lasting finish. The change order was verbally approved at the April 22 Council meeting so that the proper materials and supplies could be ordered. This is the formal approval by Council.

The second change order is related to an interior water pipe which is insulated. The insulation was in excellent condition, so the inspector with Viking (who prepared the bid documents) did not believe the pipe would need to be painted except at the top where corrosion was clearly evident. The inspector with Snyder that is on-site asked permission to remove one section of insulation to inspect the pipe and determine if the entire length needed to be re-painted. After removal of the insulation, it was clear the pipe had corrosion and rust along its entirety that will need to be removed, the pipe re-painted, and the insulation replaced. This change is in the amount of \$34,018.

Also attached is a request for the first payout of the work completed in the amount of \$87,523.50. This work has been inspected and approved by Snyder and Associates and approval of the payout is recommended.

Recommendation: Approval of these two resolutions is recommended.

The City of Monticello, Iowa

RESOLUTION

Approving Change Order #1 and Change Order #2, in the increased amounts of \$38,953.00 and \$34,018.00 respectively, were submitted by Tank Pro, Inc related to the South Water Tower Repainting and Maintenance Project

WHEREAS, Tank Pro, Inc is contracted with the City to complete the South Water Tower Repainting and Maintenance Project, and

WHEREAS, Tank Pro, Inc has submitted Change Order #1 tied to the extra surface preparation and paint on the exterior of the water tower, with the increase amount of \$38,953.00, and

WHEREAS, Tank Pro, Inc has submitted Change Order #2 tied to the remove and dispose of existing insulation on the water tower internal distribution and supply pipe, surface preparation to clean corrosion and rust on the pipe, applying two coats of Tnemec Series 135 on the pipe, and installing new insulation on the pipe, with the increase amount of \$34,018.00, and

WHEREAS, The City Engineer has reviewed the proposed Change Order #1 and Change Order #2, and further recommends that they be approved by the City Council.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve Change Order #1 and Change Order #2 submitted by Tank Pro, Inc related to the South Water Tower Repainting and Maintenance Project in the increase amount of \$38,953.00 and \$34,018.00, respectively.

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 6th day of May, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



April 22, 2024

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

RE: SOUTH WATER TOWER REPAINTING AND MAINTENANCE
CHANGE ORDER REQUEST #1

Dear Mayor and Council Members:

Enclosed for your review and approval is Change Order Request #1 for the South Water Tower Repainting and Maintenance project.

This request includes a no-cost change to alter the surface preparation and paint material inside the dry access tube to protect the coax cables to the antennas on top of the tower.

It also includes a **\$38,953.00** addition to the contract value for extra surface preparation and paint on the exterior of the water tower. Tank Pro Inc. had Josh Brady with Tnemec examine the clear coat on the tower. Josh reported that in addition to there being a clear coat on the orange stripes of the tower, there was also a clear coat on the white stripes. The specifications noted there was only a clear coat on the orange stripes per the information that was included in the report from VIP Tank's visual inspection report.

Tank Pro Inc. indicated that using the as-specified method of mechanical abrasion to remove the clear coat on the white stripes would be more expensive than brush blasting the clear coat off both the white and orange stripes and applying a full coat of Tnemec Series 27.

Therefore, we recommend approval of Change Order Request #1 adding \$38,953.00 to the contract value.

Feel free to contact us to discuss further as needed. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Patrick Williams
Project Engineer

cc: Tank Pro Inc.

CHANGE ORDER NO. 1

OWNER: City of Monticello

PROJECT: South Water Tower Repainting and Maintenance

S&A PROJECT #: 123.0022

To: Tank Pro Inc
Contractor
5500 Watermelon Road
Address
Northport, AL 35473
City, State, Zip

You are directed to make the following changes in this contract:

1. **Description of change to be made:**
1. Change in surface preparation work and paint material for the interior dry riser of water tower. Pressure wash and clean interior to bare metal and apply two coats of Tnemec 138 Pro Tuff.
 2. Change in surface preparation for the surface exterior of the water tower tank (fluted column excluded) from pressure washing to brush blasting and extra associated paint work.

2. **Reason for Change:**
1. The as-specified method of sandblasting this area would not be feasible to protect the coax cables running through the riser.
 2. Tnemec Representative Josh Brady inspected the tower and reported there is a clear coat on the white stripes of the water tower tank. The specifications only note a clear coat on the orange stripes per Viking Tank's investigation during design. Tank Pro indicated that using the as-specified method of mechanical abrasion to remove the clear coat on the white stripes would be more expensive than brush blasting. More paint is required because the surface preparation method would expose more areas of the tank to near bare metal, and a full coat of Tnemec Series 27 would be needed to prime the tower for the overcoats.

3. **Settlement for the cost of making the change shall be as follows:**

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1.	Interior Dry Riser Surface Preparation Change	1	LS	\$0.00	\$0.00
2.	Exterior Tank Surface Preparation Change and Extra Paint Work	1	LS	\$38,953.00	\$38,953.00
TOTAL					\$38,953.00

4. **This change order will result in a net change in the contract completion time of days and a net change in the cost of the project of \$38953.00 divided as follows:**

	Contract Amount	Contract Completion Date
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$237,380.00	October 11, 2024
Change due to this C.O. (+ or -)	\$38,953.00	
Totals including this C.O.:	\$276,333.00	October 11, 2024

The change described herein is understood, and the terms of settlement are hereby agreed to:

Tank Pro Inc
CONTRACTOR

By JM

DATE: 4-22-2024

Snyder & Associates, Inc.
ENGINEER

By Patrick Williams

DATE: 4/22/2024

City of Monticello
OWNER

By _____

DATE: _____



May 1, 2024

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

RE: SOUTH WATER TOWER REPAINTING AND MAINTENANCE
CHANGE ORDER REQUEST #2

Dear Mayor and Council Members:

Enclosed for your review and approval is Change Order Request #2 for the South Water Tower Repainting and Maintenance project.

This request includes a **\$34,018.00** addition to the contract value to remove and dispose of existing insulation on the water tower internal distribution and supply pipe, surface preparation to clean corrosion and rust on the pipe, applying two coats of Tnemec Series 135 on the pipe, and installing new insulation on the pipe as this need was not identified until destructive testing was performed while construction was already underway.

Therefore, we recommend approval of Change Order Request #2 adding \$34,018.00 to the contract value.

Feel free to contact us to discuss further as needed. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Patrick Williams
Project Engineer

cc: Tank Pro Inc.

CHANGE ORDER NO. 2

OWNER: City of Monticello

PROJECT: South Water Tower Repainting and Maintenance

S&A PROJECT #: 123.0022

To: Tank Pro Inc
Contractor
5500 Watermelon Road
Address
Northport, AL 35473
City, State, Zip

You are directed to make the following changes in this contract:

1. Description of change to be made:

On the water tower interior distribution and supply pipe, the Contractor shall remove and dispose of existing insulation, pressure wash and power tool clean all rust, apply two coats of Tnemec Series 135 epoxy, install new insulation on existing pipe once coating has cured.

2. Reason for Change:

During construction, it was discovered that the water tower interior distribution and supply pipe had signs of minor corrosion and rusting. This was not noticed during design as the pipe is covered by insulation. The insulation is damaged when removed so it will need to be replaced with new product. The proposed surface preparation and painting will address the corrosion and rusting of the pipe.

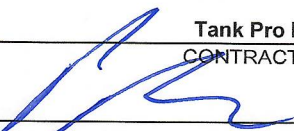
3. Settlement for the cost of making the change shall be as follows:

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1.	Interior Distribution and Supply Pipe Work	1	LS	\$34,018.00	\$34,018.00
TOTAL					\$34,018.00

4. This change order will result in a net change in the contract completion time of days and a net change in the cost of the project of \$34018.00 divided as follows:

	<u>Contract Amount</u>	<u>Contract Completion Date</u>
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$276,333.00	October 11, 2024
Change due to this C.O. (+ or -)	\$34,018.00	
Totals including this C.O.:	\$310,351.00	October 11, 2024

The change described herein is understood, and the terms of settlement are hereby agreed to:

Tank Pro Inc
CONTRACTOR
By 

DATE: 5-1-24

Snyder & Associates, Inc.
ENGINEER
By 

DATE: 5-1-2024

City of Monticello
OWNER
By _____

DATE: _____

The City of Monticello, Iowa

RESOLUTION

Approving Pay Request #1 to Tank Pro, Inc., Re: South Water Tower Repainting and Maintenance Project in the amount of \$87,523.50

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 first pay request in the gross amount of \$92,130.00 which, after reducing same by the contractually agreed upon 5% retainer, reduces the current amount due to \$87,523.50, 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 Tank Pro, Inc., in the amount of \$87,523.50, same reflecting the maintenance of a 5% retainer in the current amount of \$4,606.50.

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 6th day of May 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



April 22, 2024

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

RE: SOUTH WATER TOWER REPAINTING AND MAINTENANCE
PAY REQUEST #1

Honorable Mayor and City Council,

Enclosed for your review and approval is Pay Request #1 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 #1 in the amount of **\$87,523.50** to Tank Pro Inc.

Payment for this period includes mobilization, interior wet surface preparation, priming, and striping, and partial payment for interior dry surface preparation.

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 #1

cc: Tank Pro Inc.

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)				
TOTALS			\$ -	\$ -	\$ -

3. Weather days during this pay period 7 Days

4. Weather days to date including this pay period 7 Total Days

5. ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

(a) Original contract amount (Col. 5-front of this form) _____	\$ 237,380.00
(b) Plus: Additions scheduled in column 4 above _____	\$ -
(c) Less: Deductions scheduled in column 6 above _____	\$ -
(d) Adjusted contract amount to date _____	\$ 237,380.00

6. ANALYSIS OF WORK PERFORMED

(a) Cost of original contract work performed to date (Col. 9-front of this form) _____	\$ 92,130.00
(b) Extra work performed to date (Col. 5 above) _____	\$ -
(c) Total cost of work performed to date _____	\$ 92,130.00
(d) Add: Materials stored at close of this Period (Attach detail Schedule)	\$ -
(e) Subtotal of (c) and (d) _____	\$ 92,130.00
(f) Less: Amount retained in accordance with contract terms 5%	\$ 4,606.50
(g) Net Amount Earned to Date _____	\$ 87,523.50
(h) Less: Amount of previous payments	\$ -
(i) BALANCE DUE THIS PAYMENT _____	\$ 87,523.50

7. CERTIFICATION OF CONTRACTOR

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)

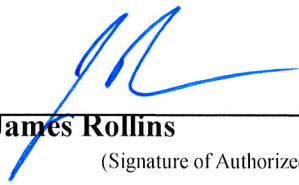
a. Complied with all the labor provisions of said contract.

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:

4/16/24

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:

4/22/2024

7. OWNER'S APPROVAL OF PAYMENT

APPROVED:

DATE

APPROVED:

DATE



TANK PRO INC.

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

April 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: March 11, 2024 – April 17, 2024

3/14/2024	3/22/2024	3/29/2024	4/2/2024
4/3/2024	4/12/2024	4/17/2024	

Respectfully,

James Rollins
VP of Operations

Climatological Data for CASCADE, IA - March 2024

Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
2024-03-01	48	23	35.5	6.8	29	0	0.00	0.0	0
2024-03-02	48	26	37.0	7.8	28	0	M	M	M
2024-03-03	62	28	45.0	15.3	20	0	M	M	M
2024-03-04	76	31	53.5	23.4	11	0	M	M	0
2024-03-05	52	38	45.0	14.4	20	0	0.03	0.0	0
2024-03-06	53	24	38.5	7.4	26	0	0.00	0.0	0
2024-03-07	53	26	39.5	8.0	25	0	0.00	0.0	0
2024-03-08	50	35	42.5	10.5	22	0	0.25	0.0	0
2024-03-09	50	35	42.5	10.0	22	0	M	M	M
2024-03-10	42	24	33.0	0.1	32	0	M	M	M
2024-03-11	50	21	35.5	2.1	29	0	M	M	0
2024-03-12	71	33	52.0	18.2	13	0	0.00	0.0	0
2024-03-13	M	M	M	M	M	M	M	M	M
2024-03-14	68	38	53.0	18.2	12	0	0.41	0.0	0
2024-03-15	50	33	41.5	6.3	23	0	M	M	M
2024-03-16	56	33	44.5	8.8	20	0	M	M	M
2024-03-17	50	26	38.0	1.9	27	0	M	M	M
2024-03-18	32	23	27.5	-9.1	37	0	M	M	0
2024-03-19	35	23	29.0	-8.0	36	0	0.00	0.0	0
2024-03-20	59	26	42.5	5.1	22	0	0.00	0.0	0
2024-03-21	39	26	32.5	-5.4	32	0	0.00	0.0	0
2024-03-22	38	27	32.5	-5.8	32	0	0.26	3.8	4
2024-03-23	35	15	25.0	-13.7	40	0	M	M	M
2024-03-24	36	16	26.0	-13.1	39	0	M	M	M
2024-03-25	46	29	37.5	-2.1	27	0	M	M	0
2024-03-26	57	44	50.5	10.5	14	0	0.09	0.0	0
2024-03-27	45	23	34.0	-6.4	31	0	0.02	0.0	0
2024-03-28	38	23	30.5	-10.3	34	0	0.00	0.0	0
2024-03-29	48	28	38.0	-3.2	27	0	0.13	0.0	0
2024-03-30	56	32	44.0	2.4	21	0	M	M	M
2024-03-31	58	38	48.0	6.0	17	0	M	M	M
Sum	1501	847	-	-	768	0	1.19	3.8	-
Average	50.0	28.2	39.1	3.6	-	-	-	-	0.2
Normal	44.9	26.2	35.5	-	914	1	2.15	4.2	-

Observations for each day cover the 24 hours ending at the time given below (Local Standard Time).

Max Temperature : 7am

Min Temperature : 7am

Precipitation : 7am

Snowfall : 7am

Snow Depth : 7am

Climatological Data for CASCADE, IA - April 2024

Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
2024-04-01	54	37	45.5	3.1	19	0	M	M	0
2024-04-02	44	37	40.5	-2.3	24	0	0.61	0.0	0
2024-04-03	37	32	34.5	-8.7	30	0	2.38	0.8	0
2024-04-04	37	33	35.0	-8.6	30	0	T	0.0	0
2024-04-05	43	32	37.5	-6.4	27	0	0.00	0.0	0
2024-04-06	50	26	38.0	-6.3	27	0	M	M	M
2024-04-07	53	26	39.5	-5.2	25	0	M	M	M
2024-04-08	52	40	46.0	0.9	19	0	M	M	0
2024-04-09	65	38	51.5	6.0	13	0	0.00	0.0	0
2024-04-10	61	37	49.0	3.2	16	0	0.00	0.0	0
2024-04-11	70	42	56.0	9.8	9	0	0.00	0.0	0
2024-04-12	61	44	52.5	5.9	12	0	0.13	0.0	0
2024-04-13	61	32	46.5	-0.5	18	0	M	M	M
2024-04-14	75	32	53.5	6.2	11	0	M	M	M
2024-04-15	83	40	61.5	13.8	3	0	M	M	0
2024-04-16	74	40	57.0	8.9	8	0	0.00	0.0	0
2024-04-17	72	53	62.5	14.0	2	0	0.15	0.0	0
2024-04-18	M	M	M	M	M	M	M	M	M
2024-04-19	M	M	M	M	M	M	M	M	M
2024-04-20	M	M	M	M	M	M	M	M	M
2024-04-21	M	M	M	M	M	M	M	M	M
2024-04-22	M	M	M	M	M	M	M	M	M
2024-04-23	M	M	M	M	M	M	M	M	M
2024-04-24	M	M	M	M	M	M	M	M	M
2024-04-25	M	M	M	M	M	M	M	M	M
2024-04-26	M	M	M	M	M	M	M	M	M
2024-04-27	M	M	M	M	M	M	M	M	M
2024-04-28	M	M	M	M	M	M	M	M	M
2024-04-29	M	M	M	M	M	M	M	M	M
2024-04-30	M	M	M	M	M	M	M	M	M
Sum	992	621	-	-	293	0	3.27	0.8	-
Average	58.4	36.5	47.4	1.9	-	-	-	-	0.0
Normal	56.2	34.7	45.5	-	334	1	2.10	0.7	-

Above Normals represent the month through 2024-04-17.

<p>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.</p>
Max Temperature : 7am, 6am
Min Temperature : 7am, 6am
Snow Depth : 7am, 6am
Precipitation : 7am, 6am
Snowfall : 7am, 6am

City Council Meeting
Prep. Date: 05/01/2024
Preparer: Russell Farnum



Agenda Item: # 8
Agenda Date: 05/06/2024

Communication Page

Agenda Items Description: Resolution authorizing a Loan Agreement and providing for the issuance of a Sewer Revenue Loan Agreement Anticipation Project Note, Series 2024

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

Synopsis: This Resolution and Loan Agreement formally approves the interim financing for the Waste Water Treatment Facility project.

The interim financing will lock in at 6.25%, and the City can draw up to \$23,226,000 on the loan. The City will only pay interest on the amount drawn, not on the full amount of the loan, with the monthly payments being interest-only during the anticipated construction phase of the project.

At the end of the project, this loan will be paid off by the USDA financing. That is a 40-year note at 1.5% interest on the first \$15,933,000; and an interest rate of 2.25% on the following \$7,293,000.

This interim note must be approved prior to closing on the loan and making the first payout draw, both of which are planned for approval at the May 20 City Council meeting.

Recommendation: Approval of the resolution is recommended.

MINUTES TO AUTHORIZE ISSUANCE
OF A PROJECT NOTE

435926-33

Monticello, Iowa

May 6, 2024

The City Council of the City of Monticello, Iowa, met on the above date, at 6:00 o'clock p.m., at the Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa, in the City.

The meeting was called to order by the Mayor, and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

* *Other Business* *

The City Council took up for consideration a resolution authorizing and approving a Loan Agreement and providing for the issuance of a Sewer Revenue Loan Agreement Anticipation Project Note, Series 2024.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as follows:

* *Other Business* *

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

RESOLUTION NO. _____

Resolution authorizing a Loan Agreement and providing for the issuance of a Sewer Revenue Loan Agreement Anticipation Project Note, Series 2024

WHEREAS, the City of Monticello (the “City”), in Jones County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, the City heretofore proposed to enter into a Sewer Revenue Loan Agreement (the “Original Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$21,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing, and constructing improvements and extensions to the Utility (the “Project”), and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on December 19, 2022; and

WHEREAS, to pay additional costs of the Project, the City also heretofore proposed to enter an additional Sewer Revenue Loan Agreement (the “Additional Loan Agreement”) in a principal amount not to exceed \$2,500,000, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on January 3, 2024; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City combined its authority under the Original Loan Agreement and the Additional Loan Agreement into a single loan agreement (the “Loan Agreement”); and

WHEREAS, upon substantial completion of construction of the Project and in order to borrow money to provide permanent financing for the Project in an amount currently estimated to be \$23,226,000, the City will enter into the Loan Agreement and issue its sewer revenue bonds, in one or more series, to evidence its obligations thereunder, in a like principal amount (the “USDA Direct Loan Bonds”) to be purchased by the United States Department of Agriculture, acting through the United States Department of Agriculture – Rural Development (“USDA-RD”) or another purchaser, for the purpose of providing funds to redeem the Project Note (as defined herein) and paying costs of the Project; and

WHEREAS, pursuant to the provisions of Section 76.13 of the Code of Iowa, the City has authority to issue notes in anticipation of the receipt of the proceeds (the “Loan Proceeds”) from the USDA Direct Loan Bonds; and

WHEREAS, the City Council has made provision and has authorized a term sheet (the “Term Sheet”) for use by PFM Financial Advisors LLC (the “Placement Agent”) in negotiating and providing for the private placement of a Sewer Revenue Loan Agreement Anticipation Project Note, Series 2024 (the “Project Note”) in anticipation of the receipt of and payable from the Loan Proceeds; and

WHEREAS, upon due consideration and advice from the Placement Agent, the proposal of Farmers & Merchants Saving Bank, Monticello, Iowa (the “Lender”) was considered favorable and its acceptance was considered to be in the best interests of the City; and

WHEREAS, it is necessary at this time to authorize the issuance of the Project Note to the Lender;

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

Section 1. The City Council hereby covenants for the benefit of the Lender, and all who may at any time be the holder of the Project Note to enter into the Loan Agreement in the future and to issue the USDA Direct Loan Bonds in evidence thereof, prior to the maturity date (the “Maturity Date”) of the Project Note. The USDA Direct Loan Bonds are hereby ordered to be issued at such time as the City enters into the Loan Agreement.

Section 2. The Project Note is hereby authorized to be issued to the Lender, in anticipation of the receipt of and being payable from the Loan Proceeds or from other sources to be received and expended in connection with the Project during the period thereof. The Project Note shall be signed by the Mayor, attested by the City Clerk and delivered to the Lender. The Project Note shall be dated the date of delivery to the Lender (anticipated to be May 22, 2024), shall mature on the Maturity Date, and shall bear interest at the rate of 6.25% per annum (or at a lower rate agreed upon by the Lender and set forth in the Project Note). Interest on the Project Note shall be payable in monthly installments on the first day of each month commencing on June 1, 2024 (or at such dates agreed upon by the Lender and set forth in the Project Note), and continuing to the Maturity Date, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months, or as otherwise required by the Lender and set forth in the Project Note.

The Mayor and City Clerk are hereby authorized to execute and deliver all necessary documents, including without limitation loan disbursement agreements, closing certificates, and USDA-RD documents, as required by Bond Counsel, the Lender or USDA-RD to effectuate the issuance of the Project Note and carry out the purposes of this resolution.

Section 3. Advances on the Project Note may be requested by the Mayor or the City Clerk in such amounts and at such times as are needed to pay costs of the Project, and each advance shall be subject the terms and conditions of the loan disbursement agreement, including approval by the Lender and USDA-RD. The date and amount of each advance shall be entered by the Lender on the Schedule of Advances on the Project Note, and each advance shall bear interest from the date of such entry. In accordance with the Term Sheet and the loan disbursement agreement, the City shall establish and maintain a project deposit fund with the Lender throughout the term of the Project Note.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Project Note and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

The City reserves the right to prepay principal of the Project Note in whole or in part on any date prior to maturity upon terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the redemption date.

The Project Note shall be fully registered as to both principal and interest in the name of the owner in the records of the City kept for such purpose, after which no transfer shall be valid unless made on said records by the City Clerk, and then only upon a written instrument of transfer satisfactory to the City, duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City may maintain as confidential the record of identity of owners of the Project Note, as provided by Section 22.7 of the Code of Iowa.

Section 4. The Project Note shall be in substantially the following form:

(FORM OF PROJECT NOTE)

UNITED STATES OF AMERICA
STATE OF IOWA
JONES COUNTY
CITY OF MONTICELLO

SEWER REVENUE LOAN AGREEMENT ANTICIPATION PROJECT NOTE, SERIES 2024

DATED DATE: May 22, 2024

MAXIMUM PRINCIPAL AMOUNT: \$23,226,000

MATURITY DATE: December 1, 2026

INTEREST RATE: 6.25%

The City of Monticello, Iowa (the “City”), for value received, promises to pay on the Maturity Date to Farmers & Merchants Saving Bank, Monticello, Iowa (the “Lender”), its successors or assigns, as the registered owner, the principal sum of TWENTY THREE MILLION TWO HUNDRED TWENTY-SIX THOUSAND DOLLARS (\$23,226,000), or so much thereof as has been advanced by the Lender hereunder and noted on the Schedule of Advances hereon, in lawful money of the United States of America upon presentation and surrender of this Project Note to the City Clerk, Monticello, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest thereon from the date of each advance until paid at the rate of 6.25% per annum. Interest on the Project Note shall be payable in monthly installments on the first day of each month commencing on June 1, 2024, and continuing to the Maturity Date, or upon prepayment of this instrument as hereinafter provided. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The Lender has made a commitment to make advances (the “Advances”) to the City in an aggregate principal amount not to exceed \$23,226,000 under this Project Note. Each such Advance made by the Lender shall be entered by the Lender on the Schedule of Advances and shall bear interest from the date of such entry.

This Project Note is issued by the City for the purpose of paying the cost, to that extent, of planning, designing, and constructing improvements and extensions to the Municipal Sanitary Sewer System (the “Project”) of the City, and is issued under authority of Section 76.13 of the Code of Iowa in anticipation of the receipt of and is payable solely and only from the future proceeds (the “Loan Proceeds”) of an authorized loan agreement (the “Loan Agreement”) and the corresponding issuance of Sewer Revenue bonds or notes in a principal amount not to exceed \$23,226,000.

A sufficient portion of the Loan Proceeds has been appropriated to the payment of this Project Note. At its sole discretion the City Council may appropriate to the payment of this Project Note other proceeds to be received from state or federal grants and/or income or revenues from sources to be received and expended for the Project during the period of Project construction.

The City reserves the right to prepay principal of this Project Note, in whole or in part, at any time prior to the Maturity Date upon terms of par and accrued interest to the date of such

prepayment. All principal of this Project Note so prepaid shall cease to bear interest on the prepayment date.

This Project Note shall be fully registered as to both principal and interest in the name of the registered owner in the records of the City kept for such purpose, after which no transfer shall be valid unless made on said records by the City Clerk, and then only upon a written instrument of transfer satisfactory to the City, duly executed by the registered owner or the duly authorized attorney for such registered owner.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Project Note have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of this Project Note does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Monticello, Iowa, by its City Council, has caused this Project Note to be executed by its Mayor and attested by the City Clerk, all as of the Dated Date.

CITY OF MONTICELLO, IOWA

By [DO NOT SIGN]
Mayor

Attest:

[DO NOT SIGN]
City Clerk

REGISTRATION OF OWNERSHIP

<u>Date of Registration</u>	<u>Name and address of Registered Owner</u>	<u>Signature of Secretary of the City Clerk</u>
Dated Date	Farmers & Merchants Saving Bank, Monticello, Iowa	[DO NOT SIGN] _____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SCHEDULE OF ADVANCES

Date of Advance	Amount Advanced	Balance	Signature of Authorized Officer of Lender
05/22/2024	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	

Section 5. The Loan Proceeds anticipated to be received under the Loan Agreement are hereby appropriated to the payment of the Project Note and may also be appropriated to the payment of other obligations issued to pay costs of the Project, but only to the extent that full provision has been made for the payment of principal of and interest on the Project Note. At its sole discretion, the City Council may appropriate to the payment of the Project Note proceeds to be received from State or federal grants and/or income or revenues from sources to be received and expended for the Project during the period of project construction.

The Project Note is a limited obligation of the City payable solely and only from the Loan Proceeds and shall not constitute a general obligation of the City, nor shall it be payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the Loan Proceeds to be sufficient for the payment in whole or in part of the Project Note.

Section 6. It is the intention of the City that interest on the Project Note be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Project Note will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 7. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Passed and approved May 6, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

ATTESTATION CERTIFICATE:

STATE OF IOWA
JONES COUNTY
CITY OF MONTICELLO

SS:

I, the undersigned, City Clerk of the City of Monticello, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to a certain Loan Agreement and the issuance of a Sewer Revenue Loan Agreement Anticipation Project Note, Series 2024.

WITNESS MY HAND this _____ day of May, 2024.

Sally Hinrichsen, City Clerk/Treasurer

INTERIM LOAN AND DISBURSEMENT AGREEMENT

This Interim Loan and Disbursement Agreement (the "Agreement") is entered into as of the 22nd day of May, 2024 (the "Dated Date"), by and between the City of Monticello, in the County of Jones, State of Iowa (the "Issuer") acting through its City Council (the "Council") and Farmers & Merchants Saving Bank, Monticello, Iowa (the "Lender"). The parties agree as follows:

1. Loan/Security. Lender agrees to loan and disburse to the Issuer the sum of not to exceed \$23,226,000, and the Issuer agrees to borrow and accept from the Lender, a loan in the principal amount of not to exceed \$23,226,000 (the "Loan"), to be evidenced by the issuance of a Sewer Revenue Loan Agreement Anticipation Project Note, Series 2024 (the "Note"), in the maximum principal of not to exceed \$23,226,000, issued as a single Note, authorized by resolution of the Council (the "Resolution"), dated May 6, 2024. Capitalized terms not otherwise defined in this Agreement shall be defined as set forth in the Resolution.

The Issuer has applied for and received a loan commitment from the United States Department of Agriculture-Rural Development ("USDA-RD") evidenced by the Letter of Conditions dated June 30, 2022 as amended on January 9, 2024 (collectively, the "Letter of Conditions"). As conditions for the closing of the Loan, the Issuer has provided the Lender copies of the Letter of Conditions, the Letter of Intent to Meet Conditions, (RD Form 1942-46), and the Request for Obligation of Funds (RD Form 1940-1), on or before the Dated Date.

Upon satisfaction of the Letter of Conditions, including the substantial completion of the Project, USDA-RD will provide a permanent loan (the "USDA-RD Loan") in an amount not to exceed \$23,226,000. The Issuer agrees to issue its not to exceed \$23,226,000 sewer revenue notes, in one or more series, (the "Permanent Notes") to evidence its obligation to repay the USDA-RD Loan and apply the proceeds of the Permanent Notes to repay the Note on or prior to the Maturity (as defined herein), the proceeds of which shall be deposited in the Project Fund or paid directly to the Lender. The proceeds of the USDA-RD Loan, together with any other amounts in the Project Fund, are appropriated to payment of the Note.

The proceeds of the Loan shall be used to pay costs of improvements and extensions to the Municipal Sanitary Sewer System. After the payment of all Project Costs, any remaining Loan proceeds, including accrued interest, if any, shall be retained in the Project Fund and shall be held therein and used, along with other amounts therein, to pay principal of and interest on the Loan at maturity on December 1, 2026 (the "Maturity"). At Issuer's sole election, the outstanding principal of the Loan, along with accrued interest, may be paid at any time prior to Maturity.

2. Disbursements/Project Costs. The Issuer shall promptly commence and proceed with due diligence to complete construction of the Project in a good and workmanlike manner and expects to substantially complete the Project on or before Maturity, substantially in accordance with the plans and specifications approved by the City Council in accordance with the public bidding requirements under Iowa Law, in accordance with the Letter of Conditions, and in accordance with this Agreement.

Pursuant to the Resolution, the Issuer has established a Project Fund. So long as the Note is outstanding and held by the Lender, the Project Fund shall be established with and maintained by the Lender, on behalf of the Borrower, as provided herein. The Lender shall make advances (“Advances”) under the Note for deposit in the Project Fund at such times and in such amounts as requested by the Issuer as provided herein and in accordance with the provisions of this Agreement. An initial Advance (“Initial Advance”) on the Dated Date shall be made in an amount of at least \$50,001 and used to pay Project Costs as approved in writing by the Lender and USDA-RD on or prior to the Dated Date. All subsequent Advances after the Dated Date will be made by the Lender at the request of the Issuer and deposited in the Project Fund to pay or reimburse the Issuer for Project Costs, all in amounts approved by the Lender and USDA-RD and in accordance with the disbursement requirements set forth in Exhibit A to this Agreement.

The Initial Advance and subsequent Advances shall be recorded on the Note. The interest rate on the Note shall be 6.25% percent per annum, said interest payable monthly, and at final maturity or redemption prior thereto. Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day preceding such interest payment date. Interest shall be computed as provided in the Note. Interest may be capitalized through disbursements under the Note. Interest shall accrue on the principal of each installment at said rate per annum from the date of delivery of such installment to Maturity or payment prior thereto. Advances shall be made in funds immediately payable to the Issuer at the address specified in the disbursement request in the form of a check, wire transfer, or automated clearinghouse system transfer, as requested by the Issuer and approved by the Lender.

3. Repayment. The Issuer agrees to repay the principal amount of the Loan and any unpaid interest thereon on or before Maturity. The Note shall be executed and delivered to the Lender to evidence the Issuer's obligation to repay the amounts payable hereunder. The Note shall be dated the date of delivery and shall bear interest from the date of each disbursement until Maturity as specified in Section 2 hereof.

4. Resolution Approval. The Council has adopted the Resolution authorizing and approving the form of this Agreement and providing for the issuance and securing the payment of the Loan and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The principal of and interest on the Note shall be payable solely from the Project Fund, on terms outlined in the Resolution and in this Agreement.

5. Additional Project Notes. The Issuer may issue additional Project Notes of equal standing and parity of lien with the Note for the purpose of paying Project Costs to the extent that funds appropriated to the Project Fund are adequate to pay all Notes so issued and interest thereon, but only with approval of the Lender which shall not be unreasonably withheld.

6. Agreement to Find Alternate Permanent Lender; Alternate Funding. The Issuer shall notify the Lender if USDA-RD’s loan commitment is rescinded or withdrawn or the USDA-RD Loan will not be available prior to Maturity, in which event the Issuer shall proceed

with due diligence to locate an alternate lender for the permanent loan for payoff of the Note following completion of construction of the Project and shall provide reasonable updates to the Lender regarding such efforts. On or prior to Maturity, the Issuer will issue the Permanent Notes to repay the Note or find another source of funding to repay the Note.

7. Lender Representations. In connection with its purchase of the Note, the Lender represents and agrees as follows:

a. The Lender has sought such advice as we have deemed necessary and have sufficient knowledge, and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits represented by the Note.

b. The Lender is aware that the operation of the Municipal Sanitary Sewer System involves certain economic variables and risks that could affect adversely the security of the Note.

c. The Lender is able to bear the economic risks of such Note.

d. The Lender understands that no offering statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the Issuer, the Note, or with respect to the Project and the Issuer is being issued and that, in due diligence, the Lender has sought such advice as it has deemed necessary and have made its own inquiry and analysis with respect to the Issuer, the Note and the security therefor, the Project, and other material factors affecting the security and payment of the Note.

e. The Lender acknowledges that it has been supplied with financial information which is adequate for a reasonable investor in making investment decisions, and the Lender has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Issuer, the Project, the Note and the security therefor, and including purchase and ownership of municipal and other obligations, so that as a reasonable investor, it has been able to make its decision to purchase the Note.

f. The Lender understands that the Note (a) is not being registered under the Securities Act of 1933 and is not being registered or otherwise qualified for sale under the laws of Iowa or the "Blue Sky" laws and regulations of any other state, (b) will not be listed on any stock or other securities exchange, (c) will carry no rating from any rating service, and (d) will not be readily marketable. The Lender is acquiring the Note for its own account and not with a view to resale or other distribution thereof, and its do not presently intend to divide the Note purchased by it nor to resell or otherwise dispose of all or any part of the Note, other than to participate the interest in the Note to other banking institutions pursuant to participation agreements. The Lender intends to own the Note to Maturity.

8. General. This Agreement is executed by the Issuer pursuant to the provisions of Iowa Code section 76.13, as amended, and shall be read and construed as conforming to all provisions and requirements of said statute.

9. Conflicts of Interest. The Lender specifically acknowledges the provisions of Iowa Code section 362.5, as amended, with respect to conflicts of interest in public contracts. The Lender specifically acknowledges that no officer of the Issuer employed by the Lender was directly involved with the preparation of this Agreement and no such employee's remuneration of employment will be directly affected as a result of this Agreement. In addition, no such officer employed by the Lender has an ownership interest in Lender.

10. Fees/Expenses. The Issuer is responsible to pay all reasonable costs and expenses related to the Loan, including Lender's fees and expenses, Bond Counsel fees and expenses, placement agent fees and expenses, and other customary fees and expenses.

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

CITY OF MONTICELLO, IOWA

By: _____
Wayne Peach, Mayor

ATTEST:

By: _____
Sally Hinrichsen, City Clerk

FARMERS & MERCHANTS SAVING BANK

By: _____
Signature

Title

EXHIBIT A DISBURSEMENT PROCEDURES

- A. *Conditions for Advances*: No further Advances, other than the Initial Advance, shall be made under the Note until the Issuer has delivered to the Lender the following:
- i. A copy of each executed construction contract between the Issuer and each contractor, in a form satisfactory to USDA-RD and the Lender (collectively, the “Construction Contracts”).
 - ii. A copy of the notice to proceed with the work under the Construction Contracts, approved by USDA-RD.
 - iii. A copy of the USDA Take-Out Letter/Commitment Letter, in a form satisfactory to the Lender.
 - iv. Evidence satisfactory to the Lender that the Issuer has secured adequate financing for the Project based upon the current Project budget.
 - v. Evidence satisfactory to the Lender that the Issuer has obtained or will be able to obtain all necessary permits and approvals to proceed with the Project.
 - vi. A copy of all payment and performance bonds for each Construction Contract.
- B. *Advance Request Process*.

The Issuer shall submit a written request (the “Advance Request”) to the Lender for amounts to be advanced under the Loan to pay Project Costs and shall submit to the Lender a Request Form in the form attached hereto as Exhibit B (*or such other form approved by the Lender*), together with an AIA form G702 (or such other form required by USDA-RD or the Lender) of payment request, lien and bond claim waivers from the contractors performing the work which was the basis for all previous Advance Requests, and any supporting documentation required by the Lender, not fewer than 5 Business Days before the date of each Advance. The making of an Advance or any part of an Advance shall not be deemed an approval by Lender of the work performed to which the Request Form relates. **All Advance Requests must be approved in writing by USDA-RD, unless otherwise approved in writing by the Lender.**

Advances shall not be made more frequently than once per month, and shall not be made later than Maturity. In the event the Lender, at the request of the Issuer, makes an Advance of the principal under the Note without a completed Request Form, such Advance shall be deposited in the Project Fund and released from time to time pursuant to Request Forms submitted as hereinbefore provided.

All Advances are subject to the following conditions, and shall be an express condition to the obligation of the Lender to make any Advance hereunder:

- (i) No default or event of default (or any fact or circumstance which, with the passage of time or the giving of notice or both, would become a default or event of default) has occurred and is continuing.
- (ii) All representations and warranties of the Issuer in this Agreement and in the Resolution shall be true, correct and complete as of the date of such Advance, including, without limitation, the applicable project construction requirements of USDA-RD set forth in the USDA-RD Letter of Conditions.
- (iii) Lender shall have received an Advance Request, with supporting documentation, acceptable to the Lender and USDA-RD.
- (iv) The Lender and USDA-RD each shall be satisfied that the construction completed to date is in accordance with the plans and specifications and is proceeding in substantial accordance with the approved Project budget and construction schedule.

EXHIBIT B
FORM OF ADVANCE REQUEST
SERIES 2024 Note

TO: Farmers & Merchants Saving Bank, Monticello, Iowa (the “Lender”)
FROM: City of Monticello, Iowa (the “Issuer”)
SUBJECT: Advance Request from the Sewer Revenue Loan Agreement Anticipation Project Note, Series 2024 (the “Note”)

This represents Advance Request No. ___ in the total amount of \$ _____ for payment of those costs of the Project in respect of the acquisition of the following described items detailed in the schedule attached.

The undersigned does hereby represent, warrant and certify in accordance with the Interim Loan and Disbursement Agreement (the “Loan Agreement”) and the Resolution of the Issuer adopted on May 6, 2024 authorizing the issuance of the Note:

1. The expenditures for which moneys are requested hereby represent proper Project Costs (including costs of issuance related to the Note), have been approved by the architect of the Project, have not been included in a previous Advance Request and have been properly recorded on the Issuer’s books.

2. The moneys requested hereby are not greater than those necessary to meet obligations due and payable or to reimburse the Issuer for funds actually advanced for Project Costs. The moneys requested do not include retention or other moneys not yet due or earned under construction contracts.

3. The Issuer is not in default under the Loan Agreement or the Resolution (as defined in the Loan Agreement) and nothing has occurred to the knowledge of the Issuer that would prevent the performance of its obligations under the Loan Agreement or the Resolution.

4. Lien waivers (or their equivalent), if required, for the portion of the Project to which the costs included in this Advance Request are attributed are attached hereto.

5. Copies of the invoices to which the costs included in this Advance Request are attributed are attached hereto.

6. AIA Form G702 (or its equivalent) and the supporting documentation has been completed with regard to this Advance Request.

7. **This Advance Request has been approved by USDA-RD in writing.**

Terms capitalized herein have the meanings specified in the Loan Agreement and Resolution.

Executed this ____ day of _____, 20__.

CITY OF MONTICELLO, IOWA

By: _____
Wayne Peach, Mayor

ATTEST:

By: _____
Sally Hinrichsen, City Clerk

Contractor Approval

Approved on this ____ day of _____, 20__.

[NAME]

By _____
Authorized Representative

Engineer Approval

Approved on this ____ day of _____, 20__.

[NAME]

By _____
Authorized Representative

USDA-RD Approval [Or a separate form]

Approved on this ____ day of _____, 20__.

[NAME]

By _____
Authorized Representative

City Council Meeting
Prep. Date: April 30, 2024
Preparer: Nick Kahler



Agenda Item: 9
Agenda Date: May 6, 2024

Communication Page

Agenda Items Description: Approval of hiring and setting wage for summer help

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Two seasonal employees

Background Information: In the past we have tried to hire at least two people to work over the summer mainly helping at the cemetery but also helping with yard waste and a variety of other jobs. Our summer help from last year will be returning this year. We would like to set the wages at \$15.25hr.

Staff Recommendation: We recommend the approval of hiring two people for summer help and setting the wage at \$15.25hr.

The City of Monticello, Iowa

RESOLUTION

Approving the hiring and wage for Public Works/Cemetery summer staff

WHEREAS, Monticello Public Works hires seasonal staff to assist in mowing of Cemetery, yard waste pickup and a variety of other jobs within the City, and

WHEREAS, The City Administrator and Public Works Director recommends hiring summer staff, to work under the supervision of the Public Works Director, and

WHEREAS, The Public Works Director recommends hiring them for \$15.25/hour for the 2024 season, and

WHEREAS, The City Administrator recommends the wages for the Public Works/Cemetery staff, as noted above and

NOW, THEREFORE, The Council hereby approves the wage of \$15.25/hour for the Public Works/Cemetery summer staff, as noted above.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 6th day of May 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: April 30, 2024
Preparer: Nick Kahler



Agenda Item: 10
Agenda Date: May 6, 2024

Communication Page

Agenda Items Description: Approval LL Pelling sealcoat bid

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: \$90,090.80 Sealcoat bid for 2024

Background Information: We are on the last year of our rotation. This section is going to be the sealcoat roads South of 1st St and West of S. Cedar St.. We added North Maple from 9th - 10th and it will be ground off and reshaped just like we did 10th - 11th four years ago. They will sealcoat from 9th - 11th after the first block is re-shaped. There are a couple of spots that did not get done with last years package because of construction. West 6th where the new manhole was put in will get finished and the alley that runs from E 3rd - E 2nd by Sacred Heart.

Staff Recommendation: I recommend the approval of the LL Pelling sealcoat bid

The City of Monticello, Iowa

RESOLUTION #

Approving contracting with LL Pelling Co. to complete various sealcoating projects

WHEREAS, The City of Monticello sought a proposal from LL Pelling Co to sealcoat various locations in the community, and

WHEREAS, The Public Works Department has identified a number of locations that are in need of sealcoating maintenance work, and

WHEREAS, The Council finds the hiring of LL Pelling Co. to perform the sealcoating projects proposed to be appropriate, with the proposed estimated cost being \$90,090.80 and directs the PW Director to accept the proposals of LL Pelling Co and to schedule these projects for completion, and,

WHEREAS, The proposal notes that the final cost of all work and materials will be based on actual quantities, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve contracting with LL Pelling Co. to complete sealcoating projects and authorizes the PW Director to accept the proposals of LL Pelling Co. on behalf of the City.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 6th day of May, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

PROPOSAL

City of Monticello
Attn Nick
200 E 1st St.
Monticello, Iowa 52310



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 1

RE: 2024 Sealcoat Work

Description of Work:

Type A Work

- A. Base repair and single seal coat consisting of:
 - Scarify and pulverize existing street surface
 - Furnish water as required for compaction, reshape and recompact.
 - Furnish and apply single seal coat of MC-3000 asphalt
 - Furnish, spread and roll 3/8" chips.

Type B Work

- B. Single seal coat consisting of:
 - Power broom streets
 - Furnish and apply single seal coat of MC-3000 asphalt
 - Furnish, spread and roll 3/8" chips.

NOTES:

1. Billing on final units completed.
2. Cold Mix Patching amount is an *estimated* quantity. Invoice will be on actual tons placed.

*Is this project tax exempt? Yes ___ No ___. If you checked yes, please send the Iowa Construction Sales Tax Form with your signed proposal.

Authorized
Signature _____

Greg Eggenhouse
_____ 30

Note: This proposal may be withdrawn if not accepted within _____ days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

“Committed to Excellence since 1948”

PROPOSAL

City of Monticello
 Attn Nick
 200 E 1st St.
 Monticello, Iowa 52310

Phone: 319-821-0488

Email: nkahlar@ci.monticello.ia.us



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 2

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
Maple	11th	10th	A			-	\$ -
			B	669	26		1,933
Maple	10th	9th	A	623	25	1,731	\$ 6,924.00
			B	623	25		1,731
Alley Between	Concrete Maple	2nd Sycamore	A			-	\$ -
			B	257	14		400
6th	Gile	Pine	A			-	\$ -
			B	333	29		1,073
Walnut	Grand	South	A			-	\$ -
			B	1077	24		2,872
Walnut	Grand	South	A			-	\$ -
			B	591	33		2,167
Chestnut	South	Dead End	A			-	\$ -
			B	507	28		1,577
Chestnut	South	Buckeye	A			-	\$ -
			B	527	28		1,640
Buckeye	Chestnut	Walnut	A			-	\$ -
			B	292	22		714
Summary of Work			Unit of Measure	Quantity	Unit Cost	Total	

Date: 12/6/2023

Authorized
 Signature _____

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

“Committed to Excellence since 1948”

PROPOSAL

City of Monticello
 Attn Nick
 200 E 1st St.
 Monticello, Iowa 52310



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 3

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
Jackson	Walnut	Chestnut	A			-	\$ -
			B	478	33		1,753
Varvel	Walnut	Chestnut	A			-	\$ -
			B	313	22		765
Varvel	Chestnut	Cedar concrete	A			-	\$ -
			B	488	22		1,193
Washington	Chestnut	Walnut	A			-	\$ -
			B	323	21		754
Linden	Washington	Varvel	A			-	\$ -
			B	300	21		700
Linden	Varvel	Buckeye	A			-	\$ -
			B	387	21		903
Linden	Buckeye	Burroughs	A			-	\$ -
			B	239	22		584
Burroughs	Linden	Concrete	A			-	\$ -
			B	184	28		572
			A			-	\$ -
			B				-

Summary of Work	Unit of Measure	Quantity	Unit Cost	Total
Type A Work	Square Yd	1,731	\$ 4.00	\$ 6,924.00
Type B Work	Square Yd	21,331	\$ 2.80	\$ 59,726.80
Cold Mix Patching	per ton	60.00	\$ 300.00	\$ 18,000.00
3/4" Road Stone Base Material	per ton	170.00	\$ 32.00	\$ 5,440.00
NOTES: Billing on final units completed.				\$ 90,090.80

Date: 12/6/2023

Authorized Signature Fred Eganhouse

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

“Committed to Excellence since 1948”

City Council Meeting
Prep. Date: 4/30/2024
Preparer: Sally Hinrichsen



Agenda Item: # 11
Agenda Date: 05/06/2024

Communication Page

Agenda Items Description: **Resolution** Approving Settlement Agreement related to tobacco sale violation at Hy-Vee Dollar Fresh

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

Attachments & Enclosures:

Resolution
Settlement Agreement
Accepting settlement agreement

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Hy-Vee Dollar Fresh employee sold cigarettes to a minor and City pursuing mandatory civil penalty

Background Information: When City is notified of a tobacco enforcement violation, we can pursue the penalty or leave it to the Iowa Attorney General's Office. City has pursued these in the past. The owners of **Hy-Vee Dollar Fresh** submitted the settlement agreement and the penalty of \$300.00.

Staff Recommendation: It is recommended that the proposed resolution be approved.

The City of Monticello, Iowa

RESOLUTION #

Approving Settlement Agreement related to tobacco sale violation at Hy-Vee Dollar Fresh

WHEREAS, The City of Monticello Police Department issued a citation to an employee of the Hy-Vee Dollar Fresh, a Cigarette Permittee in the City of Monticello, after said employee sold cigarettes to a minor, and

WHEREAS, The sale of cigarettes to a minor is a violation of Iowa Code Section 453A.2(1), and

WHEREAS, Pursuant to Iowa Code Section 453A.22(b) the City is required to impose a penalty against the permittee in the amount of \$300.00 for a first violation within 2 years, and

WHEREAS, The City of Monticello finds that the Permittee herein violated Iowa Code Section 453A.2(1) and based thereon does hereby assess the mandatory civil penalty in the amount of \$300.00 against the Hy-Vee Dollar Fresh, and

WHEREAS, Hy-Vee Dollar Fresh has executed an Acknowledgement/Settlement Agreement and has paid the \$300.00 civil penalty.

WHEREAS, The City of Monticello Mayor is authorized to sign the attached Order Accepting Acknowledgment/Settlement Agreement - 1st Violation

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 6th day of May 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

**ORDER ACCEPTING
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT
1ST VIOLATION**

BEFORE THE MONTICELLO CITY COUNCIL

IN RE:	:	ORDER ACCEPTING
Hy-Vee Dollar Fresh	:	ACKNOWLEDGMENT/SETTLEMENT
121 N. Main St	:	AGREEMENT
Monticello, IA 52310	:	FIRST VIOLATION

On this 6th day of May, 2024, in lieu of a public hearing on the matter, the Monticello City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the CITY.

THEREFORE, the Monticello City Council, FINDS that the above-captioned permittee has remitted to the "CITY " a civil penalty in the amount of three hundred dollars (\$300.00) for a violation that occurred on February 16, 2024. Be advised that this sanction will count as a first violation of Iowa Code section 453A.2(1), pursuant to Iowa Code section 453A.22(2)(a).

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

Wayne Peach, Mayor

City Council Meeting
Prep. Date: April 30, 2024
Preparer: Nick Kahler



Agenda Item: 12
Agenda Date: May 6, 2024

Communication Page

Agenda Items Description: Ash tree removal

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Removing dead ash trees

Background Information: Per some discussion at the last council meeting we gathered up a list of ash trees that need to be removed and sent them to Hennick Tree Service and Muller Tree Service. Hennick returned a bid of \$27,700.00 and Muller returned a bid of \$37,500.00 to remove 35 trees.

Staff Recommendation: We recommend accepting Hennick's \$27,700.00 bid

The City of Monticello, Iowa

RESOLUTION

Accepting bid for Ash Tree Removal and awarding bid

WHEREAS, The City of Monticello Public Works Department sought bids related to tree removal within City's ROW, and

WHEREAS, Public Works Director sent out three requests for bids and two bids were received, as follows:

<u>Bidder</u>	<u>Tree Removal</u>
Hennick Tree Service LLC	\$27,700.00
Randy Muller Tree Service LLC	\$37,500.00

- and -

WHEREAS, The Council has reviewed the bids and finds it appropriate to accept the bid and to award the Tree Removal project to the low bidder, Hennick Tree Service LLC, and

WHEREAS, The Council finds that Hennick Tree Service LLC should be notified that they have been awarded the project but that Hennick Tree Service LLC and to work with the City of Monticello Public Works Director on timing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby accept the bid and does hereby award the Tree Removal project to Hennick Tree Service LLC, subject to his subsequent receipt of permission and direction to proceed by Public Works Director Nick Kahler.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 6th day of May, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

Hennick Tree Service LLC

Phone: (319)241-5005
1852 Maine Ridge Road
Central City, Iowa

INVOICE

4-24-24

TO:

City of Monticello IA

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
35	Removal of 35, mostly Ash trees in the city ROW. Haul all debris to city compost. No stumps at this time.		\$27,700
	"MONTICELLO TREE LIST 2024" Nick's list		

SUBTOTAL	\$27,700
SALES TAX	\$0
TOTAL DUE	\$27,700

City Council Meeting
Prep. Date: 5/02/2024
Preparer: Sally Hinrichsen



Agenda Item: # 13
Agenda Date: 05/06/2024

Communication Page

Agenda Items Description: Resolution 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

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

Attachments & Enclosures:

Proposed Resolution

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Council approved the transfers in the budget. State Auditor requested Council approve transfer by resolution

Background Information: Proposed Resolution is a formal approval of all transfers from one fund to another in the approved City budget for FY 2025

Staff Recommendation: Staff recommends that the Council approve the proposed resolution

THE CITY OF MONTICELLO, IOWA

RESOLUTION

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

WHEREAS, the City Council has held budget workshop and given direction for budget decisions; and,

WHEREAS, the City Clerk has prepared the FY2024-2025 budget according to City Council direction as required by the State of Iowa; and,

WHEREAS, it is recommended by the State of Iowa that the City Council approve the Budget and specify approved transfers. Transfers amounts included in approved budget are as follows:

1. Transfer from General Fund to Park Improvements – Not to exceed \$60,000 for future park improvement projects.
2. Transfer from General Fund to Monticello Berndes Center – Not to exceed \$265,000.00 to support operation of the Berndes Center.
3. Transfer from General Fund to Fire Department - Not to exceed \$135,773.00 to support the operation of the Fire Department.
4. Transfer from General Fund to Ambulance Fund - Not to exceed \$290,000.00 to support the operation of the Ambulance Department.
5. Transfer from General Fund to Super MAC Fund - Not to exceed \$15,000.00 to support the operation of the Super MAC Department.
6. Transfer from General Fund to Pool Set-a-Side - Not to exceed \$20,000.00 for Future Pool Improvement Projects
7. Transfer from General Fund to Insurance Fund - Not to exceed \$20,000.00 to pay for self-funded insurance payments.
8. Transfer from General Fund to Police Car Set-a-Side – Not to exceed \$25,000.00 to purchase squad car.
9. Transfer from General Fund to Library Fund - Not to exceed \$155,400.00 to support the operation of the Library Department.
10. Transfer from Berndes Center to Recreation Set-a-Side Fund - Not to exceed \$10,000.00 for future recreation projects or equipment.
11. Transfer Youth/Adult Tournament Fund to Tournament Fund – Not to exceed \$27,300.00 for future recreation projects or equipment.
12. Transfer from Fire Department to Fire Truck Set-a-Side - Not to exceed \$55,000.00 to purchase future Fire Trucks.
13. Transfer from Fire Department to Fire Truck Set-a-Side - Not to exceed \$14,165.00 to pay back set-a-side for radios in prior budget.
14. Transfer Ambulance to Ambulance Set-a-Side – Not to exceed \$10,000.00 to purchase future Ambulance or equipment.

15. Transfer from Airport to Capital Improvement - Not to exceed \$25,000.00 for Airport grant matches.
16. Transfer Road Use Fund to Road Use Set-Aside fund - Not to exceed \$80,000.00 to purchase future vehicles and equipment
17. Transfer TIF Collections to TIF Debt - Not to exceed \$303,540.00 to pay for FY 2025 principal, interest and registration fee payments.
18. Transfer Water Operating to Water Capital Improvements - Not to exceed \$50,000.00 for future capital projects/purchases.
19. Transfer Water Operating to Debt Service - Not to exceed \$98,133.00 to pay for FY 2025 principal, interest and registration fee payments.
20. Transfer Sewer Operating to Debt Service - Not to exceed \$6,676.00 to pay for FY 2025 principal, interest and registration fee payments
21. Transfer Sewer Operating to Sewer Sinking - Not to exceed \$650,000.00 to pay principal, interest, and fees related to the Financing for the Wastewater Treatment Plant Improvements
22. Transfer Storm Water Fund to Debt Service - Not to exceed \$11,213.00 to pay for FY 2025 principal, interest and registration fee payments

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 6th day of May 2024, that the City Council does hereby approve to make the appropriate transfer of not to exceed sums listed above for FY 2025.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 6th day of May 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 05/01/2024
Preparer: Russell Farnum



Agenda Item: # 14 - 15
Agenda Date: 05/06/2024

Communication Page

Agenda Items Description: Change Order #1 WWTP and Engineers Professional Services Agreement

Type of Action Requested: Resolution

Attachments & Enclosures:
Resolution

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

Synopsis: The contractor discovered very poor soils and incompatible fill while excavating for the sludge drying bed building at the WWTP.

The initial soil testing grid did not include the area that has poor soils. Even if the grid had been tightened, the area would have fallen “between” testing locations on the grid.

The 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 net change order is an increase of \$879,829.24, pending USDA approval and obtaining additional quotes on the shoring (the contractor only gave one price quote). There is further examination into alternatives that may save additional costs – updates may be provided at or prior to the meeting Monday evening.

This also includes a requested change in the engineering agreement of \$72,000 for re-design work and additional inspections.

Recommendation: Approval of the resolutions is recommended.

The City of Monticello, Iowa

RESOLUTION

Approving Change Order #1 in the increased amount of \$879,829.24 was 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 increase amount of \$879,829.24, and

WHEREAS, The City Engineer has reviewed the proposed Change Order #1 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 Change Order #1 submitted by Bill Bruce Builders related to the Monticello Wastewater Treatment Plant Improvements in the increase amount of \$879,829.24.

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 6th day of May, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



Bill Bruce Builders
 900 E Franklin Street
 Eldridge, IA 52748

Date: 5/1/2024

Change Request

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 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. 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
Peterson Contractors, Inc	\$ 360,000.00
Braun Intertec	\$ 57,932.00
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:	\$ 717,359.78

Bill Bruce Builders Cost:

Extended General Conditions	\$ 69,889.00
Total Contractor Cost:	\$ 69,889.00

Amount	\$ 787,248.78
P&P Bond	\$ 5,904.37
GL Insurance	\$ 4,723.49
Builder's Risk Insurance	\$ 1,968.12
Subtotal Amount	\$ 799,844.76
GC Overhead and Profit	\$ 79,984.48
Grand Total	\$ 879,829.24

Approved By

Engineer:	Owner:
Name: _____	Name: _____
Date: _____	Date: _____

CENTRAL EXCAVATING^I_N_{C.}

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

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

PETERSON CONTRACTORS, INC.

ADDRESS REPLY TO:
104 BLACKHAWK STREET
P.O. BOX A
REINBECK, IOWA 50669

HEAVY & HIGHWAY CONTRACTORS



PHONE: (319) 345-2713

FAX: (319) 345-2658

May 1, 2024

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

Re: Ribs and Lagging Retaining Structure

Monticello WWTP Improvements, Monticello, IA

Dear Mr. Bruce,

For review and consideration PETERSON CONTRACTORS, INC., (PCI) is pleased to present this proposal for the above referenced retaining structure. We have based this proposal on the documents that were sent to us and an initial shoring design developed by Ground Improvement Engineering (GIE). An engineered design, stamped by an Iowa registered PE, will be furnished for submittal/approval after a subcontract is received.

PCI proposes to install a ribs and lagging retaining structure as noted on plan sheet C2.02 with the green and red notes and dimensions (attached), of approx. 160 feet in length, with a retained height of up to 23 feet for section A-A (80 wall feet) and 13 feet for section B-B (80 wall-feet). This proposal assumes installation of soldier piles by standard pile driving techniques, crawler cranes, and rubber-tired support equipment. **Survey and layout of the wall, including piling locations, will be by others. We will require a 30' wide bench from the face of the soldier piles, extending a couple feet behind the soldier piles so they can be started on the flat.**

Our proposal is based on performing the work during regular business hours, Monday through Friday with the understanding that PCI is an open shop company. **A mutually agreeable schedule for the work would be arranged after execution of the subcontract. We require 7 working days for subcontract review. We will need a couple weeks for design development/submittal.**

Insurance is carried for this type of work and a certificate shall be furnished upon request. However, we will not accept any liability for damage to any buried or concealed utilities unless their precise nature and location have been brought to our attention prior to commencement of work. Terms of this proposal will remain firm until June 7, 2024.

Conditions and exclusions:

- Access for tracked crawler equipment is required.
- We assume 40' piles can be driven to full penetration before hitting bedrock in section A-A, the soil borings only went to 35' in this area.

Project: Monticello WWTP Shoring

May 1, 2024

Page 2 of 3

- We assume that we will be able to cut soils and lag without water and soil eroding from behind. If there is a running sand condition, dewatering (by others) will be required.
- Excavation is excluded. We will work closely with the excavation contractor as the digging proceeds to install the wood lagging.
- The precise nature and location of underground utilities must be made known to us prior to beginning our work.
- Removal or handling of underground or above ground obstructions, including but not limited to tires, old foundations, broken concrete rubble, objects such as boilers, tanks, etc... is excluded.
- Sitework, roadways, seeding, and site restoration is excluded.
- Traffic control by others.
- Damage to or cleanup of existing structures or improvements due to normal construction activities, including but not limited to pile driving and shoring activities is excluded.
- This proposal excludes pre and post construction crack surveys, as well as settlement monitoring and vibration monitoring of adjacent structures or improvements.
- Surveys and layout of the wall location will be by others.
- Removal of utilities, buried or in utility trench, is excluded.

Peterson Contractors, Inc. proposes to perform the above mentioned work for the lump sum consideration of

Ribs and Lagging Shoring

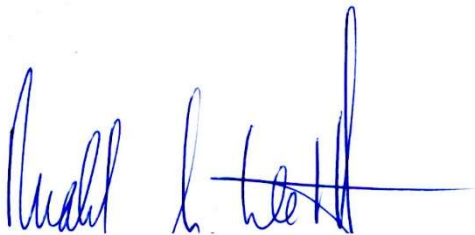
\$ 360,000.00 / Lump Sum

The above consideration is offered as a lump sum proposal, there will be no credits for reductions in the stated quantities unless negotiated prior to ordering materials. Breakdown of the shoring, mobilization, and design will be provided with a schedule of values should we be awarded this work.

The opportunity to be considered for this work is appreciated and we look forward to being of service to you in the construction of this project. Please do not hesitate to contact us with questions regarding this proposal.

Sincerely,

PETERSON CONTRACTORS, INC.



Ronald L. DeHart, Project Manager

PETERSON CONTRACTORS, INC. EXHIBIT A

1. General Contractor shall provide all site grades within six inches of finish subgrade elevations prior to pile installation work.
2. General Contractor shall provide access to site for wheeled and track construction equipment and shall keep site and access ramps (if any) trafficable for equipment.
4. Completion of the project is anticipated within the durations provided by PCI. If PCI is delayed in the performance of their work, by an act or omission of the Contractor or Owner or other causes outside the control of PCI, the completion date will be extended accordingly and PCI will be compensated for all reasonable costs incurred due to such delays. Regardless of the reason, PCI shall not be liable for any indirect, incidental or consequential losses or damages suffered by owner or general contractor caused or resulting from delays in completion or otherwise.
5. In the event of any legal actions, the prevailing party will be entitled to attorney's fees.
7. General Contractor/C.M. shall be responsible for site work, street sweeping, dust control, SWPPP, flaggers and traffic control.
8. General Contractor shall insure that excavations have safe wall slopes and working conditions in accordance with OSHA requirements.
9. General Contractor shall insure that site is properly drained (dewatered), maintained, and accessible to allow movement of wheeled and tracked construction equipment needed for installation work.
10. A stable working pad with a maximum slope of 2.5% is to be provided by others.
11. General Contractor shall remove any underground or above ground obstructions or unsuitable materials, and replace with suitable materials compacted to required or approved densities. This includes, but is not limited to, existing or new buried concrete, pipes, utilities, and etc. PCI is not responsible for, and shall be held harmless from, any liability from damage to subsurface structures, services and utilities where the exact location has not been previously established and physically shown to us in the field by excavation or other means acceptable to us. The GC or others will be responsible to determine if any below ground or above ground conflicts exist with our system. Modifications to these conflicts are required by others to remove the interference with the installation and performance of the shoring system prior to our project mobilization to avoid safety concerns, delays, or standby costs.
13. Payment terms are net 30 days. PCI includes no excise, gross receipts or other special taxes.
14. Retainage for this project, if any, is not to exceed the General Contractors rate or a maximum of 10% of the value of the completed work, whichever is lower. Such retainage shall be reduced to 5% at completion of our work and total release no later than 6 months after our personnel leave the job site. If the contract amount is equal to or less than \$200,000.00, PCI requires payment in full in 30 days from the date of our personnel leaving the jobsite.
17. ~~PCI assumes that the drilled holes will stand open without casing. If casing becomes necessary or is required, PCI reserves the right to adjust its price.~~
18. General Contractor to furnish portable toilet facilities on site for PCI employees.
19. General Contractor acknowledges that PCI does not provide professional liability insurance or design services. However, PCI has a contractual relationship with GIE for this design work and professional liability insurance can be provided by Ground Improvement Engineering upon request.
20. If the soil conditions differ from those indicated in the project geotechnical report/information, a change of conditions price increase shall apply if the project soils require additional reinforcement beyond the scope of this proposal. This change of conditions increase shall also apply if these changes require different equipment, materials, or procedures as defined by us.

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:

<u>Service and Phase</u>	<u>Estimated Fee</u>
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
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	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>	2.00 Sets	4.00	8.00	
	<i>Walls</i>	26.00 Sets	4.00	104.00	
	<i>Elevated Slabs</i>	2.00 Sets	4.00	8.00	
	<i>Generator Foundation</i>	2.00 Sets	4.00	8.00	
	<i>Slab on Grade</i>	11.00 Sets	4.00	44.00	
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

The City of Monticello, Iowa

RESOLUTION #

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

WHEREAS, The City Council previously entered into an agreement to hire Snyder and Associates to design the Wastewater Treatment Plant Facility with Resolution #2020-126, dated November 16, 2020 and approved Amendment #1 with Resolution #2022-120, and Amendment #2 with Resolution #2023-170, dated November 20, 2023, and

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

WHEREAS, The bids came in higher than expected and were rejected and bid documents were changed, which required extra documents. This contract amendment #2 was to adjust Snyder & Associates professional services agreement for re-design and construction services, as well as adding some additional scope and fees, and

WHEREAS, Snyder has proposed Amendment #3, to the previously approved Engineering Services Agreement, in an increased amount of \$72,000 for Construction Administration and for Resident Project Representative to include additional time for re-issuing plan sheet to accommodate shifting the biosolids building away from area that had the largest volume of unsuitable soils and garbage/debris identified during construction. The garbage and debris included tires, old piping and chunks of concrete. Also included in the Resident Project Representative amount is additional time for engineer's survey crew to assist the contractor in staking of the shoring walls per the Contractors Change Request #1. The cost for the Resident Project Representative is to accommodate the 83 extra days requested by the contractor, and

WHEREAS, Snyder's Engineering Services Agreement as previously approved and amended, including this amendment is \$1,951,300.00 and the Council finds that same should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Amendment#3 to Snyder and Associates' Engineering Services Agreement for the Wastewater Treatment Plant Facility project and authorizes the Mayor to sign the Engineering Services Agreement Amendment #3.

IN TESTIMONY WHEREOF, I have hereunto
subscribed my name and caused the Great Seal of
the City of Monticello, Iowa to be affixed hereto.
Done this 6th day of May, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: 5/7/2024 .

Background Data

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

Owner: City of Monticello

Engineer: Snyder and Associates, Inc.

Project: Wastewater Treatment Plant Improvements

Nature of Amendment:

 X Additional Services to be performed by Engineer

 X Modifications of payment to Engineer

 X Modifications to time(s) for rendering services

Description of Modifications:

This amendment is in increase fees for Construction Administration and for Resident Project Representative to include additional time for re-issuing plan sheet to accommodate shifting the biosolids building away from area that had the largest volume of unsuitable soils and garbage/debris identified during construction. The garbage and debris included tires, old piping and chunks of concrete. Also included in the Resident Project Representative amount is additional time for engineer's survey crew to assist the contractor in staking of the shoring walls per the Contractors Change Request #1. The cost for the Resident Project Representative is to accommodate the 83 extra days requested by the contractor. We are requesting the following increases for each phase: Construction Administration Phase \$15,000 Lump Sum; Resident Project Representative \$57,000 Estimated Maximum – Standard Hourly Rates Method of Payment (EJCDC Exhibit C – RPR-2).

Agreement Summary:

Original agreement amount:	\$ <u>580,000</u>
Net change for prior amendments:	\$ <u>1,299,300</u>
This amendment amount:	\$ <u>72,000</u>
Adjusted Agreement amount:	\$ <u>1,951,300</u>

Change in time for services (days or date, as applicable): 83

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

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

Title: Business Unit Leader

Date Signed: May 2, 2024

City Council Meeting
Prep. Date: 05/01/2024
Preparer: Russell Farnum



Agenda Item: # 16
Agenda Date: 05/06/2024

Communication Page

Agenda Items Description: Approving Lease for 14432 190th Street

Type of Action Requested: Resolution

Attachments & Enclosures:
Resolution

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

Synopsis: This is on as place holder as Council may have to take responsive action on leasing this property.

The City Council must approve every lease for City owned property. The home purchased for the future airport expansion at 14432 190th Street is no different. The property has been advertised for rent and a family relocating to the area is very interested, and would have preferred to move in as of May 1, but also have a pending offer of the purchase of a house.

The husband and wife both employed in professional positions locally. They are interested in a month-to-month lease until they can buy and move into a home here. The terms of the lease have been outlined to them, to which they are agreeable if the City will consider a month-to-month.

I have included the template lease for the property, which I have been working on with the City Attorney. The names of the parties is not yet filled in. More details will be presented at the meeting if the family is still interested.

I think this is a great opportunity to get the home rented and help a family relocate to Monticello.

Recommendation: Approval of the resolution is recommended.



**DWELLING UNIT RENTAL AGREEMENT
(Residential Lease)**

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

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 May 7, 2024, to and including April 30, 2025, 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.
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. 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.
- 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, ~~any common areas, or on the property.~~ Tenant shall not permit any occupant, guest or invitee to violate this provision.
- 26. ADDITIONAL PROVISIONS.**

Dated: _____

_____, Landlord

_____, Landlord

_____, Tenant

Addendum A
Rules and Regulations

1. **NO Pets, in home or on property.**
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 electric heaters in the home.
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 and mowing, including sidewalk to house.
8. ~~Tenant shall have access to home and property only as shown by the aerial attached hereto. Use of balance of property shall only occur by the express written permission of Landlord.~~

Other from Steve's lease?

Furnishings, what is provided if any, what will be replaced?

Appliances, what is provided, what will be replaced if fails?

NSF Fees

Move in inspection, can be here or can be a separate inspection form

Waterbeds

Dated: _____

_____, Landlord

_____, Landlord

_____, Tenant

The City of Monticello, Iowa

RESOLUTION #

Approving Dwelling Unit Rental Agreement for the property at 14432 190th Street

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

WHEREAS, _____, the proposed Lessee, has provided 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 of the entry into the proposed lease agreement between _____ and the City of Monticello, subject to final review and revisions, if necessary, by the City Attorney, 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 _____, as tenant.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 6th day of May, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 05/01/2024
Preparer: Russell Farnum



Agenda Item: # 17
Agenda Date: 05/06/2024

Communication Page

Agenda Items Description: Adopting FY '25 Salaries

Type of Action Requested: Resolution

Attachments & Enclosures:
Resolution

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

Synopsis: After several failed motions at the March 4 meeting, this Resolution was tabled until the first meeting in May.

Phelan moved to approve Resolution Adopting FY '25 Salary for the non-hourly employees, with 5% increase for except Farnum and Lynch who would get 2%. Motion died due to lack of a second.

Langerman moved to approve Resolution Adopting FY '25 Salary for the non-hourly employees, with 5% increase across the board. Motion died due to lack of a second.

Goedken moved to approve Resolution Adopting FY '25 Salary for the non-hourly employees, with 4% increase across the board except Farnum would get 2% and Lynch who would get no increase until her review in October. Ellwood seconded. Roll call vote was: Ayes: Goedken, Ellwood and Phelan. Nays: Brighton, Langerman and Brenneman. Motion failed.

Ellwood moved to table Resolution Adopting FY '25 Salary for the non-hourly employees to the first meeting in May, 2024. Roll call was unanimous.

At the time there was discussion of completing Department Head evaluations, which are underway but not yet completed.

This is placed back on the agenda because it was tabled to this specific date. The following page shows multiple options, with the reminder that the Compensation Committee recommended 6.5% across the board. The Compensation Committee has not met since, and a few Council members wished to discuss with Council as a whole.

If Council would like any specific information prior to the meeting please let me know.

Recommendation: Council direction is requested. Among options, tabling to a later date and/or referring back to the Compensation Committee are preferred.

Salary Options FY25						
Name	Position	Salary	4%	5%	6%	6.50%
Britt Smith	Police Chief	\$ 87,194	\$ 90,682	\$ 91,554	\$ 92,426	\$ 92,862
Sally Hinrichsen	City Clerk/Treasurer	\$ 77,072	\$ 80,155	\$ 80,926	\$ 81,696	\$ 82,082
Nick Kahler	Public Works Director	\$ 62,854	\$ 65,368	\$ 65,997	\$ 66,625	\$ 66,940
Jacob Oswald	Parks and Rec Director	\$ 62,745	\$ 65,255	\$ 65,882	\$ 66,510	\$ 66,823
Grace DuPuy	Recreation Coordinator **	\$ 41,000	\$ 42,640	\$ 43,050	\$ 43,460	\$ 43,665
Jim Tjaden	Water & Sewer Superintendent	\$ 71,020	\$ 73,861	\$ 74,571	\$ 75,281	\$ 75,636
		Salary	2%	2.50%	3%	3.50%
Russ Farnum	City Administrator	\$ 96,500	\$ 98,430	\$ 98,913	\$ 99,395	\$ 99,878
		Salary	4%	5%	6%	6.50%
Lori Lynch	Ambulance Director	\$ 82,000	\$ 85,280	\$ 86,100	\$ 86,920	\$ 87,330

The City of Monticello, Iowa

RESOLUTION

Adopting FY '25 Salary for the non-hourly employees

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

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

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

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

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

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

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

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

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

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

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

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

Longevity Pay:

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

- B. Longevity Pay shall be subject to the same payroll deductions that are applied to regular wages.

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

City Contributions toward Health Insurance:

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

- ii. For Single + Spouse, or Single + Dependent coverage, the City shall pay the equivalent of:
 - a) the Single premium, plus
 - b) \$70.00, plus
 - c) \$250.00.
- iii. For Family coverage, the City shall pay the equivalent of:
 - a) the Single premium, plus
 - b) \$70.00, plus
 - c) \$500.00.

B. The difference between the City contribution and the cost of the selected health insurance coverage shall be the responsibility of the Employee.

C. The City has the right to change insurance plans to provide coverage and deductibles similar to, but not necessarily identical to, the coverage outlined in the Employee Handbook, and

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 6th day of May, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 5/02/2024
Preparer: Sally Hinrichsen



Agenda Item: # 18-27
Agenda Date: 5/06/2024

Communication Page

Agenda Items Description: Reports

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Reports / Potential Actions:

- 18. City Engineer
- 19. Mayor
- 20. City Administrator
- 21. Park and Recreation Director
- 22. Library Director
- 23. Ambulance Director
- 24. City Clerk
- 25. Public Works Director
- 26. Police Chief
- 27. Water/Wastewater Superintendent

City Council Meeting
Prep. Date: 05/01/2024
Preparer: Russell Farnum



Agenda Item: # 28
Agenda Date: 05/06/2024

Communication Page

Agenda Items Description: Work session with the Blind Pig on outdoor dining service

<u>Type of Action Requested:</u> Input and Direction	
<u>Attachments & Enclosures:</u> Photos of similar improvements	<u>Fiscal Impact:</u> Budget Line Item: Budget Summary: Expenditure: Revenue:

Synopsis: Ryan Evans of the Blind Pig approached staff with the idea of using a couple of the parking stalls in front of his restaurant for outdoor seating.

Ryan would construct a portable “deck” with some tables, chairs, decorations and outdoor lighting so some customers could dine al fresco or have a cocktail outside on nice summer evenings. The deck area would only occupy about one and a half of the parking stalls, which would be surrounded by concrete barriers to prevent any vehicle accidents to the persons using the outdoor seating. These are often called “parklets”.

These spaces rapidly gained popularity during the pandemic when downtown restaurants were struggling to find any opportunity to provide outdoor seating to help them survive. Turns out, the idea was well-received by customers and has become a huge draw for downtowns, even along high traffic routes.

While the DOT is not keen on these, the parking stalls along Route 38 are under the local (City) jurisdiction.

Blind Pig would have to do a license agreement with the City, similar to what we just approved for Theisen’s garden center. They would also have to amend their liquor license to include this outdoor area, add it to their dram shop insurance, provide the City with liability insurance as additional insured, and take any other steps necessary to comply with all the appropriate regulations.

Ryan will be present to talk about his idea and staff will be prepared to address concerns and answer questions as well. We anticipate that there will be some reluctance, and fairly so.

Recommendation: Council discussion, direction and feedback is requested.



