

# City of Monticello, Iowa

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Posted on February 2, 2023 at 5:00 p.m.

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

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

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

## - Call to Order – 6:00 P.M.

- Pledge of Allegiance
- Roll Call
- Agenda Addition/Agenda Approval

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

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

<b>Approval</b> of Council Mtg. Minutes	January 23, 2023
<b>Approval</b> of Payroll	January 26, 2023
<b>Approval</b> of Bill List	
<b>Approval</b> of Volunteer Fire Department Roster	
<b>Approval</b> of Dollar General Alcohol License	

## Resolutions:

1. **Resolution** Approving City of Monticello Procurement Policy
2. **Resolution** Approving the City of Monticello Sewer Credit Policy in regard to granting credits to sewage usage fees

3. **Resolution** Approving the Monticello Main Street and City continued support and participation in the Main Street Program
4. **Resolution** Approving Pay Request #1 related to the Monticello Airport Taxiway Connector project, to Boomerang in the amount of \$88,184.03
5. **Resolution** Approving Plat of Survey to Parcel 2023-06
6. **Resolution** Approving Plat of Survey to Parcel 2023-07
7. **Resolution** approving Plat of Survey to Parcel 2023-08 for Property at 21993 Business Highway 151
8. **Resolution** Approving the hiring and wage for Public Works/Cemetery summer staff
9. **Resolution** Approving increased user fees for the Monticello Aquatic Center and Park and Recreation Department

**Motions:**

10. **Motion** to direct staff to negotiate with \_\_\_\_\_ on interim financing for the Wastewater Treatment Facility

**Presentation:**

11. **Presentation** on Financial Plan Update with Matt Stoffel with PFM Financial Advisors

**Reports / Potential Actions:**

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

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

## **Work Sessions:**

### **21. Work Session – Budget and Funding for Capital Projects and Capital Projects Plan**

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.

## **Meeting Instructions for the Public**

### **Due to the Covid-19 Virus the public will be admitted into this meeting with limited seating.**

**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: February 6, 2023 Council Meeting

Time: Feb 6, 2023 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88966823472>

Meeting ID: 889 6682 3472

One tap mobile

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+13052241968,,88966823472# US

Dial by your location

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+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 689 278 1000 US

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+1 253 205 0468 US

Meeting ID: 889 6682 3472

Find your local number: <https://us02web.zoom.us/j/88966823472>

Regular Council Meeting  
January 23, 2023 – 6:00 P.M.  
Community Media Center

Mayor David Goedken called the meeting to order. Council present were: Chris Lux, Candy Langerman, Wayne Peach, Brenda Hanken and Scott Brighton. Council member Tom Yeoman was absent. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Police Chief Britt Smith, Park & Rec Director Jacob Oswald and Library Director Faith Brehm. The public was invited to attend the meeting in person, with limited seating or to participate in the meeting electronically via “Zoom Meetings” and were encouraged to communicate from Zoom Meeting via chat.

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

Bud Coyle, 515 North Sycamore, voiced concerns regarding the City’s sidewalk not being shoveled along Cedar Street. He inquired on cars parked on street that were not moved in 24 hours after the snow and who is in charge of this. Smith stated his department issues \$25.00 tickets for this. Smith advised that the 100 block of Sycamore Street is an issue due to limited parking on the west side of the street.

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

Oswald advised they will be advertising for the pool staff positions and would like the wages set. They raised Aquatic Center rates to help offset the increase of wages. Brighton moved to approve Resolution #2023-17 Approving the wages for Monticello Aquatic Center staff. Langerman seconded. Roll call was unanimous.

Lux moved to approve Resolution #2023-18 Approving Jacob and Kendra Oswald Tax Abatement Application related to Residential Improvements constructed at 902 Northridge Drive, Monticello, Iowa. Hanken seconded, roll call was unanimous.

Farnum advised the max levy rate is \$13.46439 per \$1,000 valuation. Due to State mandated reductions in the commercial and industrial property valuations, recalculation of multi-Family residential valuation and overall increases in costs across every aspect of City business, both the levy and the levy rate will need to increase to meet budget demands. Tom Osborne, 111 East South Street and Kaye Junion, 245 North Arminda inquired what the levy rate breakdown was, tax rates compared to other Cities and how wastewater facility will affect the tax levy. Peach moved to approve Resolution #2023-19 Setting the Maximum Tax Dollars to be collected by the City from Certain Levies for the City’s Proposed Fiscal Year 2023-2024 Budget for Public Hearing Scheduled for February 20, 2023 at 6:00 p.m. Langerman seconded, roll call was unanimous.

Langerman moved to approve Resolution #2023-20 Authorizing Transfer of Property/Quit Claim Deed for the “Compadres Building” at 103 W. First Street to Glass Tap LLC, Peach seconded, roll call was unanimous.

Peach motioned to adjourn the meeting at 6:34 P.M. Council held a budget work session until 8:15 P.M., reviewing the general fund budgets.

Regular Council Meeting  
January 23, 2023

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David Goedken, Mayor

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Sally Hinrichsen, City Clerk/Treasurer

# PAYROLL - JANUARY 26, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
<b>AMBULANCE</b>	<b>January 9 - 22, 2023</b>				
Jacob Gravel	\$ 1,712.00	\$ -	0.00	23.00	\$ 1,265.01
Mason Hanson	463.60	-	0.00	0.00	382.50
Mary Intlekofer	1,952.00		0.00	80.25	1,365.76
Lori Lynch	2,178.40	-	0.00	0.00	1,507.33
Coletta Matson	2,065.05	-	0.00	0.00	1,547.67
Chloe Mogensen	195.20	193.05	0.00	0.00	168.15
Kaleb Payne	1,561.95	-	0.00	0.00	1,072.07
Curtis Wyman	1,712.00	-	5.25	46.75	1,178.04
<b>TOTAL AMBULANCE</b>	<b>\$ 11,840.20</b>	<b>\$ 193.05</b>	<b>5.25</b>	<b>150.00</b>	<b>\$ 8,486.53</b>
<b>CEMETERY</b>	<b>January 9 - 22, 2023</b>				
Dan McDonald	\$ 1,964.01	\$ 176.01	0.00	0.38	\$ 1,442.58
<b>TOTAL CEMETERY</b>	<b>\$ 1,964.01</b>	<b>\$ 176.01</b>	<b>0.00</b>	<b>0.38</b>	<b>\$ 1,442.58</b>
<b>CITY HALL</b>	<b>January 9 - 22, 2023</b>				
Cheryl Clark	\$ 1,994.77	\$ 178.76	0.00	18.75	\$ 1,402.46
Russ Farnum	3,961.54	-	0.00	0.00	2,651.33
Sally Hinrichsen	2,744.73	-	0.00	0.00	1,672.04
Nanci Tuel	1,618.40	-	0.00	0.00	1,103.11
<b>TOTAL CITY HALL</b>	<b>\$ 10,319.44</b>	<b>\$ 178.76</b>	<b>0.00</b>	<b>18.75</b>	<b>\$ 6,828.94</b>
<b>COUNCIL / MAYOR</b>					
Scott Brighton	\$ 300.00	\$ -	0.00	0.00	\$ 276.78
Dave Goedken	500.00	-	0.00	0.00	461.30
Brenda Hanken	300.00	-	0.00	0.00	277.05
Candy Langerman	300.00	-	0.00	0.00	277.05
Chris Lux	300.00	-	0.00	0.00	276.78
Wayne Peach	300.00	-	0.00	0.00	237.05
Tom Yeoman	300.00	-	0.00	0.00	277.05
<b>TOTAL COUNCIL / MAYOR</b>	<b>\$ 2,300.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,083.06</b>
<b>LIBRARY</b>	<b>January 9 - 22, 2023</b>				
Faith Brehm	\$ 1,615.38	\$ -	0.00	0.00	\$ 1,233.91
Molli Hunter	1,184.00	-	0.00	0.00	937.89
Penny Schmit	1,405.61	-	0.00	0.00	775.56
<b>TOTAL LIBRARY</b>	<b>\$ 4,204.99</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,947.36</b>
<b>MBG</b>	<b>January 9 - 22, 2023</b>				
Keegan Arduser	\$ 1,384.62	\$ -	0.00	0.00	\$ 1,072.19
Jacob Oswald	2,193.88	-	0.00	0.00	1,668.50
<b>TOTAL MBG</b>	<b>\$ 3,578.50</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,740.69</b>
<b>POLICE</b>	<b>January 9 - 22, 2023</b>				
Zach Buehler	\$ 617.04	\$ -	0.00	0.00	\$ 528.53
Peter Fleming	2,449.44	-	0.00	0.25	1,723.56
Dawn Graver	2,620.20	-	0.00	0.00	1,907.14
Erik Honda	2,645.36	-	9.00	20.25	1,985.36
Blaine Kamp	2,583.84	-	0.00	19.00	1,953.04
Jordan Koos	3,191.35	69.21	0.00	42.00	2,301.73

# PAYROLL - JANUARY 26, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Nicole Minnihan	226.00	-	0.00	0.00	156.13
Britt Smith	3,461.54	-	0.00	0.00	2,550.63
Madonna Staner	1,623.20	-	0.00	0.00	1,252.18
Brian Tate	2,625.84	-	0.00	17.25	1,904.23
<b>TOTAL POLICE</b>	<b>\$ 22,043.81</b>	<b>\$ 69.21</b>	<b>9.00</b>	<b>98.75</b>	<b>\$ 16,262.53</b>
<b>ROAD USE</b>	<b>January 9 - 22, 2023</b>				
Zeb Bowser	\$ 2,165.16	\$ 377.16	0.00	3.00	\$ 1,538.27
Nick Kahler	2,238.39	-	0.00	0.00	1,546.97
TJ Nealson	2,052.00	324.00	8.25	23.25	1,559.63
Jasper Scott	2,207.06	419.06	0.00	0.13	1,587.48
<b>TOTAL ROAD USE</b>	<b>\$ 8,662.61</b>	<b>\$ 1,120.22</b>	<b>8.25</b>	<b>26.38</b>	<b>\$ 6,232.35</b>
<b>SEWER</b>	<b>January 7 - 20, 2023</b>				
Tim Schultz	\$ 2,265.05	\$ 229.05	0.00	23.63	\$ 1,591.44
Jim Tjaden	2,576.92	-	0.00	0.00	1,887.44
<b>TOTAL SEWER</b>	<b>\$ 4,841.97</b>	<b>\$ 229.05</b>	<b>0.00</b>	<b>23.63</b>	<b>\$ 3,478.88</b>
<b>WATER</b>	<b>January 7 - 20, 2023</b>				
Scott Hagen	\$ 1,848.00	\$ -	0.00	27.00	\$ 1,464.29
<b>TOTAL WATER</b>	<b>\$ 1,848.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>27.00</b>	<b>\$ 1,464.29</b>
<b>TOTAL - ALL DEPTS.</b>	<b>\$ 71,603.53</b>	<b>\$ 1,966.30</b>	<b>22.50</b>	<b>344.89</b>	<b>\$ 51,967.21</b>

## CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING	758.52			
BAKER PAPER CO INC	PD SUPPLIES	15.47			
ERIK HONDA	PD TRAVEL/TRAINING	293.57			
INFRASTRUCTURE TECHNOLOGY	PD COMPUTER SUPPORT FEES	84.10			
IOWA DEPT OF PUBLIC SAFETY	PD IOWA SYSTEM	300.00			
REGIONAL MEDICAL CENTER	PD SUPPLIES	35.00			
SHRED-MASTER	PD SHRED SERVICES	89.46			
TAC 10, INC.	PD TAC10 MAINTENANCE	9,010.00			
UNIFORM DEN INC	PD MINOR EQUIPMENT	147.10			
	110 POLICE DEPARTMENT TOTAL	10,733.22			
STREET LIGHTS					
ALLIANT ENERGY-IES	E FIRST STREETLIGHTS	5,365.70			
	230 STREET LIGHTS TOTAL	5,365.70			
CEMETERY					
IBEN CONSTRUCTION CO INC	CEM GRAVE OPENINGS - NOV-DEC	825.00			
JOHN DEERE FINANCIAL	CEMETERY BUILDING SUPPLIES	16.99			
	450 CEMETERY TOTAL	841.99			
SOLDIER'S MEMORIAL BOARD					
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	44.13			
	498 SOLDIER'S MEMORIAL BOARD TOTAL	44.13			
MAYOR AND CITY COUNCIL					
CHRISTINA LUX	COUNCIL TRAVEL	15.72			
	610 MAYOR AND CITY COUNCIL TOTAL	15.72			
CLERK/CITY ADMIN					
MOLLI JENN HUNTER	JANITORIAL SERVICES	367.50			
	620 CLERK/CITY ADMIN TOTAL	367.50			
CITY HALL/GENERAL BLDGS					
BAKER PAPER CO INC	CH BUILDING SUPPLIES	104.69			
TRACY L CHAPPELL	CH BLDG REPAIR/MAINT	1,630.50			
FP MAILING SOLUTIONS	CH OFFICE SUPPLIES	138.50			
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK	195.20			
INTL INST OF MUNICIPAL CLERKS	CH DUES - HINRICHSN	185.00			
JOHN DEERE FINANCIAL	CH BLDG REPAIR/MAINT	44.39			
JONES COUNTY SENIOR DINING	CH CONTRIBUTION	3,600.00			
JONES COUNTY TOURISM ASSOC	CH CONTRIBUTION	1,387.24			
KOCH BROTHERS, INC.	CH COPIER MAINTENANCE	259.90			
MONTICELLO IA MAIN STREET	COUNTY CONTRIBUTIONS	25,000.00			
ORBIS MENASHA CORP	CH FRANCHISE FEE REFUND	5,069.87			
SECRETARY OF STATE OF IOWA	CH NOTARY FEE - HINRICHSN	30.00			
SHRED-MASTER	CH MISC CONTRACT WORK	111.96			



## CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	88.26			
	650 CITY HALL/GENERAL BLDGS TOTAL	37,845.51			
	001 GENERAL TOTAL	55,213.77			
MONTICELLO BERNDES CENTER PARKS					
D&S PORTABLES, INC.	MBC PORT-A-POT RENTAL	717.50			
MOLLI JENN HUNTER	JANITORIAL SERVICES	420.00			
INFRASTRUCTURE TECHNOLOGY	MBC OFFICE SUPPLIES	31.20			
PEPSI COLA BOTTLING CO	MBC CONCESSIONS	300.08			
WELLS FARGO VENDOR FINANCIAL	2020 TOOLCAT PAYMENT	1,048.95			
	430 PARKS TOTAL	2,517.73			
	005 MONTICELLO BERNDES CENTER TOTAL	2,517.73			
DARE POLICE DEPARTMENT					
IOWA DARE ASSOCIATION	DARE DUES	100.00			
	110 POLICE DEPARTMENT TOTAL	100.00			
	008 DARE TOTAL	100.00			
FIRE FIRE					
FIRE SERVICE TRAINING BUREAU	FIRE TRAINING BOOK	145.48			
LAPORTE MOTOR SUPPLY	FIRE SUPPLIES	91.44			
RADIO COMMUNICATIONS CO INC	FIRE RADIO SUPPLIES	81.00			
	150 FIRE TOTAL	317.92			
	015 FIRE TOTAL	317.92			
AMBULANCE AMBULANCE					
AARON'S AUTOMOTIVE LLC	AMB VEHICLE OPERATING	504.08			
BAKER PAPER CO INC	AMB SUPPLIES	15.47			
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES	216.31			
CR PHARMACY SERVICE INC	AMB MEDICAL SUPPLIES	263.00			
FRESE MOTORS INC	AMB VEHICLE OPERATING	307.61			
INFRASTRUCTURE TECHNOLOGY	AMB DATA PROCESSING	33.90			
IOWA DEPT OF HUMAN SERVICES	AMB REFUND	900.79			
RADIO COMMUNICATIONS CO INC	AMB VEHICLE OPERATING	320.00			
STERICYCLE, INC.	AMB PHARMACEUTICAL DISPOSAL	857.43			
UNITY POINT HEALTH	AMB MEDICAL SUPPLIES	159.45			
ZOLL MEDICAL CORPORATION	AMB MEDICAL SUPPLIES	242.00			

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	160 AMBULANCE TOTAL	3,820.04			
	016 AMBULANCE TOTAL	3,820.04			
HOTEL/MOTEL TAX HOTEL/MOTEL MONTICELLO IA MAIN STREET	COUNTY CONTRIBUTIONS	15,000.00			
699 HOTEL/MOTEL TOTAL		15,000.00			
	018 HOTEL/MOTEL TAX TOTAL	15,000.00			
LIBRARY IMPROVEMENT LIBRARY FAREWAY STORES #840-1 MICRO MARKETING LLC	LIB IMP PROGRAMS/PROMOTIONS LIB IMP BOOKS	23.28 15.19			
410 LIBRARY TOTAL		38.47			
	030 LIBRARY IMPROVEMENT TOTAL	38.47			
LIBRARY LIBRARY BAKER & TAYLOR BOOKS MOLLI JENN HUNTER INFRASTRUCTURE TECHNOLOGY TK ELEVATOR CORPORATION	LIB BOOKS JANITORIAL SERVICES LIB DATA PROCESSING ELEVATOR MAINTENANCE	10.17 280.00 115.00 44.13			
410 LIBRARY TOTAL		449.30			
	041 LIBRARY TOTAL	449.30			
AIRPORT AIRPORT LAPORTE MOTOR SUPPLY MONTICELLO AVIATION INC THOMPSON TRUCK & TRAILER, INC.	AIRPORT EQUIP REPAIR/MAINT AIRPORT MANAGER AIRPORT EQUIP REPAIR/MAINT	206.94 3,581.48 967.47			
280 AIRPORT TOTAL		4,755.89			
	046 AIRPORT TOTAL	4,755.89			
ROAD USE STREETS ALLIANT ENERGY-IES BAKER PAPER CO INC BROWN SUPPLY CO INC BRIAN CROWLEY	22059 HWY 38 RU SUPPLIES RU EQUIP REPAIR/MAINT RU EQUIP REPAIR/MAINT	515.53 96.87 730.00 308.56			

## CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
INFRASTRUCTURE TECHNOLOGY	RU OFFICE SUPPLIES	9.90			
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	760.36			
MITCHELL LAKE STAHLBERG	RU EQUIP REPAIR/MAINT	16.20			
LINDA KAHLER	RU CLOTHING - NEALSON	17.00			
KROMMINGA MOTORS INC	RU EQUIP REPAIR/MAINT	110.00			
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT	351.90			
MIDWEST WHEEL COMPANIES	RU EQUIP REPAIR/MAINT	679.96			
THEODORE KRAUS	RU TREE & STUMP REMOVAL	250.00			
VERMEER IOWA & N MISSOURI	RU EQUIP REPAIR/MAINT	188.00			
WELTER STORAGE EQUIP CO., INC.	RU SUPPLIES	46.10			
	210 STREETS TOTAL	4,080.38			
SNOW REMOVAL					
ACCENT CONSTRUCTION	RU SNOW REMOVAL	270.00			
	250 SNOW REMOVAL TOTAL	270.00			
	110 ROAD USE TOTAL	4,350.38			
TRUST/IOMA MARY BAKER LIBRARY					
CENTER POINT PUBLISHING	LIB BAKER BOOKS	95.88			
	410 LIBRARY TOTAL	95.88			
	503 TRUST/IOMA MARY BAKER TOTAL	95.88			
WATER					
WATER					
ALLIANT ENERGY-IES	16540 190TH ST WATER TOWER	250.34			
BROWN SUPPLY CO INC	WATER SYSTEM	1,819.00			
TRACY L CHAPPELL	WATER BLDG REPAIR/MAINT	79.20			
CORE & MAIN LP	WATER BLDG REPAIR/MAINT	296.50			
GRAVEL BROS STORAGE LLC	OVERPAYMENT REFUND - H. LIETZ	139.86			
HAWKINS WATER TREATMENT	WATER SYSTEM	815.00			
STATE HYGIENIC LABORATORY	WATER LAB TESTS	54.00			
INFRASTRUCTURE TECHNOLOGY	WATER DATA PROCESSING	18.90			
IOWA ONE CALL	WATER SYSTEM	6.75			
JOHN DEERE FINANCIAL	WATER BLDG REPAIR/MAINT	59.20			
EVAN KNIGHT	OVERPAYMENT REFUND	10.00			
MOENK REAL ESTATE	OVERPAYMENT REFUND - LUANE SLY	179.14			
MUNICIPAL SUPPLY INC	WATER SYSTEM	184.25			
SCOTT & MICHELE TIMM	OVERPAYMENT REFUND	89.00			
WHITE HAWK PLUMBING & HEATING	WATER SYSTEM	441.00			
	810 WATER TOTAL	4,442.14			
	600 WATER TOTAL	4,442.14			

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
CUSTOMER DEPOSITS					
WATER					
CITY OF MONTICELLO	KILLERBY/KRISTEN	351.95			
JEROD & LAUREN WOOSTER	WATER DEPOSIT REFUND	73.05			
		-----			
810	WATER TOTAL	425.00			
		-----			
602	CUSTOMER DEPOSITS TOTAL	425.00			
SEWER					
SEWER					
BAKER PAPER CO INC	SEWER SUPPLIES	96.87			
FAREWAY STORES #840-1	SEWER LAB SUPPLIES	15.16			
INFRASTRUCTURE TECHNOLOGY	SEWER DATA PROCESSING	7.40			
IOWA ONE CALL	SEWER SYSTEM	6.75			
LAPORTE MOTOR SUPPLY	SEWER SUPPLIES	12.82			
WHITE HAWK PLUMBING & HEATING	SEWER BLDG REPAIR/MAINT	574.70			
		-----			
815	SEWER TOTAL	713.70			
		-----			
610	SEWER TOTAL	713.70			
SEWER CAPITAL IMPROVEMENT					
SEWER					
SNYDER & ASSOCIATES, INC	SEWER FACILITY IMPROVEMENTS	31,485.00			
		-----			
815	SEWER TOTAL	31,485.00			
		-----			
613	SEWER CAPITAL IMPROVEMENT TOTAL	31,485.00			
SANITATION					
SANITATION					
JONES COUNTY SOLID WASTE	3RD QTR '23 ASSESSMENT	5,050.00			
REPUBLIC SERVICES	RESIDENTIAL GARBAGE	24,143.16			
		-----			
840	SANITATION TOTAL	29,193.16			
		-----			
670	SANITATION TOTAL	29,193.16			
YARD WASTE SITE					
SANITATION					

## CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ALLIANT ENERGY-IES	22411 BUSINESS HWY 151	42.21			
	840 SANITATION TOTAL	42.21			
	675 YARD WASTE SITE TOTAL	42.21			
	Accounts Payable Total	152,960.59			

**CLAIMS REPORT  
CLAIMS FUND SUMMARY**

	FUND NAME	AMOUNT
001	GENERAL	55,213.77
005	MONTICELLO BERNDEN CENTER	2,517.73
008	DARE	100.00
015	FIRE	317.92
016	AMBULANCE	3,820.04
018	HOTEL/MOTEL TAX	15,000.00
030	LIBRARY IMPROVEMENT	38.47
041	LIBRARY	449.30
046	AIRPORT	4,755.89
110	ROAD USE	4,350.38
503	TRUST/IOMA MARY BAKER	95.88
600	WATER	4,442.14
602	CUSTOMER DEPOSITS	425.00
610	SEWER	713.70
613	SEWER CAPITAL IMPROVEMENT	31,485.00
670	SANITATION	29,193.16
675	YARD WASTE SITE	42.21
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	TOTAL FUNDS	152,960.59

**City of Monticello**  
**2023 Monticello Volunteer Fire Department Roster**

Joe Bayne - Fire Chief

Billy Norton - Assistant Chief

Paul Warner & Johnny Russ - Training Officers

Joe Bayne  
Mike Bader  
Billy Norton  
Josh Kray  
Nick Kahler  
Dave Husmann  
Johnathan (John) Snyder  
Brian Hinrichs  
Drew Haag  
Tommy Norton  
Chris Hinrichs  
Paul Warner  
Josh Kelchen  
Alex Green  
Kody Miles  
Jackson Snyder  
Brian Wolken  
Devin Arduser

Johnny Russ  
Reece Norton  
Shannon Poe  
Michael Boysen  
Matt Johnson  
Ron Herman  
Ben Hein  
Cory Reyner  
Sam Hunt  
Ben Bollwitt  
Preston Taylor  
Zebulyn Bowser  
Courtney McCarthy  
Greg Kraus  
Trevor King  
Tiler Streets  
Rob Jones

**Jr. Firefighters**  
Steven Bader  
Ian Taylor  
Ethan Ponder  
Gavin Kahler  
Alijah Snyder

City Council Meeting  
Prep. Date: 01/25/2023  
Preparer: Russ Farnum



Agenda Item: 1  
Agenda Date: 02/06/2023

*Communication Page*

**Agenda Items Description:** Resolution to Approve updated City of Monticello Procurement Policy

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

**Attachments & Enclosures:**

Proposed Procurement Policy
Resolution

**Fiscal Impact:**

Budget Line Item:	n/a
Budget Summary:	n/a
Expenditure:	n/a
Revenue:	n/a

**Synopsis:** For various grants, particularly federal grants, the City needs to show evidence of a compliant procurement policy. During review of the HSEMD Grant applications for the backup generators for the Fire Department and West Well, the State noted the City's policy needed updating to comply with current standards. The resolution would approve the updated policy, both of which are attached hereto.

**Background Information:** In 2019 the City first adopted a procurement policy in accordance with State and Federal grant requirements (2 CFR, Sections 200.318-200.327). Resolution 19-138 also seems to have given the City Administrator authority to approve updates to the policy as required, but the language is not concise.

Prior to that, the City followed the Iowa Code with regard to competitive quotations and/or competitive bidding (and still do, except when grant moneys require alternative purchasing requirements), but having a formal written policy is now required to ensure compliance with State and Federal grant funding requirements.

While the City Administrator can update the policy, the State and Federal Agencies often want clear evidence of Council approval, which is why the updated policy is on the agenda for approval. This revised policy been reviewed and approved by the State and HSEMD for compliance with all pertinent State and Federal regulations.

**Staff Recommendation:** It is recommended that the Council approve the updated City of Monticello Procurement Policy.



# **THE CITY OF MONTICELLO, IOWA**

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

## **RESOLUTION #**

**Approving City of Monticello Procurement Policy**

**WHEREAS**, The City of Monticello has historically followed Iowa Law with regard to competitive quotation and bidding requirements, but has not otherwise had a procurement policy, and

**WHEREAS**, The City applies for grants from time to time for Federal Funding and in many cases the grants request a copy of the City's Procurement Policy, and

**WHEREAS**, the Council approved a Procurement Policy on October 7, 2019, with Resolution #19-138. Federal regulations changed and the policy needed to be updated

**WHEREAS**, The Council finds that having a procurement policy will be beneficial when it comes to applying for grants that require proof of same, and that the proposed policy will satisfy those requirements and provide guidance to the City when procuring goods and/or services as part of a federally funded project that requires a specific procurement policy and that the policy as proposed should be approved, recognizing that the policy may require amendment from time to time as federal regulations may dictate.

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 6<sup>th</sup> day of February that the City Council does hereby approve the City of Monticello Procurement Policy.

**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 6<sup>th</sup> day of February, 2023.

---

David Goedken, Mayor

*Attest:*

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Sally Hinrichsen, City Clerk/Treasurer

**City of Monticello, Iowa**  
**PROCUREMENT POLICY**  
**Updated February 6, 2023**

The purpose of this procurement policy is to ensure that sound business judgement is utilized in all procurement transactions and that supplies, equipment, construction and services are obtained efficiently and economically and in compliance with applicable federal and state law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

**APPLICATION**

This policy applies to procurement of all supplies, equipment, construction and services of and for the City of Monticello that include any federal program funding, including but not limited to, those related to the implementation and administration of the Community Development Block Grant (CDBG) award, Assistance to Firefighter's Grant (AFG), the Community Facilities Direct Loan Program and the Community Facilities Grant Program (USDA Rural Development), the Pre- Hazard Mitigation Grant or the Emergency Management Planning Grant (EMPG). In regard to any such federal program, all procurement will be done in accordance with 2 CFR; Part 200. The Iowa Code, and specifically Chapter 26 and Section 331.341 will be followed when applicable.

**METHODS OF PROCUREMENT**

Procurement under grants shall be made by one of the following methods, as described herein: (a) Micro-purchases; (b) small purchase procedures; (c) sealed bids (formal advertising); (d) competitive proposals; (e) noncompetitive proposals.

- (a) Micro-purchases -Micro-purchase threshold means the dollar amount at or below which a non-Federal entity may purchase property or services using micro-purchase procedures (see § 200.320). Generally, the micro-purchase threshold for procurement activities administered under Federal awards is not to exceed the amount set by the FAR at 48 CFR part 2, subpart 2.1, unless a higher threshold is requested by the non-Federal entity and approved by the cognizant agency for indirect costs. Micro-purchase means an acquisition of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold.

Micro-purchase threshold means \$10,000, except it means -

- (1) For acquisitions of construction subject to 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction), \$2,000;
- (2) For acquisitions of services subject to 41 U.S.C. chapter 67, Service Contract Labor Standards, \$2,500;
- (3) For acquisitions of supplies or services that, as determined by the head of the agency,

are to be used to support a contingency operation; to facilitate defense against or recovery from cyber, nuclear, biological, chemical or radiological attack; to support a request from the Secretary of State or the Administrator of the United States Agency for International Development to facilitate provision of international disaster assistance pursuant to 22 U.S.C. 2292 et seq.; or to support response to an emergency or major disaster (42 U.S.C. 5122), as described in 13.201(g)(1), except for construction subject to 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction) (41 U.S.C. 1903) -

- (i) \$20,000 in the case of any contract to be awarded and performed, or purchase to be made, inside the United States; and
  - (ii) \$35,000 in the case of any contract to be awarded and performed, or purchase to be made, outside the United States; and
- (4) For acquisitions of supplies or services from institutions of higher education (20 U.S.C. 1001(a)) or related or affiliated nonprofit entities, or from nonprofit research organizations or independent research institutes -
  - (i) \$10,000; or
  - (ii) A higher threshold, as determined appropriate by the head of the agency and consistent with clean audit findings under 31 U.S.C. chapter 75, Requirements for Single Audits; an internal institutional risk assessment; or State law.
- (i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.
- (ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
- (iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
- (iv) Non-Federal entity increases to the micro-purchase threshold up to \$50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must

maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

- (A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;
  - (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
  - (C) For public institutions, a higher threshold consistent with State law.
- (v) Non-Federal entity increases to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.
- b. Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than \$100,000 (\$150,000 for federal programs). If small purchase procedures are used for a procurement under a grant, price or rate quotation (minimum of 2) shall be obtained from an adequate number of qualified sources.
- c. Sealed bids (formal advertising): Sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction.
- i. In order for sealed bidding to be feasible, appropriate conditions must be present, including, at a minimum, the following:
- The availability of a complete, adequate and realistic specification or purchase description.
  - Two or more responsible bidders are willing and able to meet the required specifications/purchase description.
  - The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used for procurement under a grant, there shall be sufficient time allowed for interested parties to prepare a bid prior to the date set for opening bids, bids shall be solicited (publically advertised) from an adequate number of sources, in addition to the following requirements:

- i. The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order

- for the bidders to properly respond to the invitation for bids
  - ii. All bids shall be opened publicly at the time and place stated in the invitation for bids
  - iii. A firm-fixed contract award shall be made by written notice to the responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of City indicates that such discounts are generally taken; and
  - iv. Any or all bids may be rejected if there are sound documented business reasons in the best interest of the City to do so.
- d. The competitive proposals bid process is normally conducted with more than one source submitting an offer with either a fixed-price or cost-reimbursement contract being awarded, as appropriate. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposals method is used for procurement under a grant, the following apply:
- i. Requests for Proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be considered to the maximum extent practical;
  - ii. Requests for Proposals shall be solicited from an adequate number of qualified sources;
  - iii. The City of Monticello shall have a written method for conducting evaluations of the proposals received and for awarding the project.
  - iv. Awards will be made to the responsible offeror whose proposal is deemed to be most advantageous. Unsuccessful offerors will be promptly notified in writing, and
  - v. The City of Monticello may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services where competitor qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source for those types of services.
- e. Procurement by noncompetitive proposal is procurement through solicitation of a proposal from only one source. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to one or more of the following:
- i. The item is available from only a single source;
  - ii. After solicitation of a number of sources, competition is determined

- inadequate. Time is of the essence and there is not time to pursue competitive solicitation;
- iii. A public emergency exists. Time is of the essence and there is not time to pursue competitive solicitation;
  - iv. The awarding agency authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction and services values at \$25,000 or more must have prior approval of the awarding agency).

The City of Monticello will take affirmative steps to assure, to the greatest extent possible, that contracts are awarded to qualified small and minority firms, women's business enterprises and labor surplus area firms whenever reasonably possible. These affirmative steps include:

- i. Assuring small and minority businesses and women's enterprises are solicited whenever they are potential sources.
- ii. Dividing total requirements, whenever economically feasible into smaller tasks or quantities to permit maximum participation by small and minority business enterprises.
- iii. Establishing delivery schedules where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
- iv. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- v. Requiring the prime contractor, if subcontractors are to be let, to take the affirmative steps listed in paragraphs "i" through "iv" above.

### **Contract Pricing**

- a. The cost plus a percentage of construction cost method shall not be used.
- b. The City of Monticello shall perform some form of cost/price analysis for every procurement action including modifications, amendments of change orders. The City of Monticello shall make an independent estimate prior to receiving a proposal.
- c. City of Monticello shall negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. In determining a fair and reasonable profit, the City of Monticello must consider the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its records of past performance and the industry profit rates in the surrounding geographical area.

### **DEBARMENT AND SUSPENSION**

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status

and that of its principal employees.

## **CONTRACT PROVISIONS**

The City of Monticello shall include, in addition to provisions that create a sound and complete agreement, the following provisions in all contracts. The following provisions shall also be applied to subcontracts. Contracts in excess of the Simplified Acquisition Threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies, and/or remedial actions when deemed appropriate, in instances where a contractor violates or breaches the contract terms.

All contracts in excess of the Simplified Acquisition Threshold shall contain suitable provisions for termination by the City, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

For contracts dealing with construction or facility improvements the City shall comply with all requirements imposed by its funding sources (and the government regulations applicable to those funding sources) with regard to construction bid guarantees, performance bonds, and payment bonds.

All negotiated contracts (except those for less than the Simplified Acquisition Threshold) awarded by the City shall include a provision to the effect that the City shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

All contracts, including small purchases, awarded by the City and their contractors shall contain the following procurement provisions as applicable.

**Equal Employment Opportunity** - All contracts, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts in excess of \$2000 for construction or repair, when funded in whole or part by monies derived from the Federal government (either directly or indirectly) shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or

reported violations to the Federal awarding agency.

**Davis-Bacon Act**, as amended (40 U.S.C. 276a to a-7) - **When required by Federal program legislation**, all construction contracts awarded by the recipients and Subrecipient of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - All contracts in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

**Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)**, as amended - Contracts and sub grants of amounts in excess of \$150,000, **when funded in whole or part by monies derived from the Federal government** (either directly or indirectly), shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contracts for an amount above \$100,000, **when funded in whole or part by monies derived from the Federal government** (either directly or indirectly), shall include a certification by the contracting parties that they have not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 and to further require



disclosure of any lobbying with non-Federal funds that takes place in connection with obtaining any Federal or State Grants.

### **Domestic preferences for procurements**

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
  - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **Procurement of recovered materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **Bonding requirements**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the

time specified.

- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

## Contract provisions

Subrecipients that use contractors for work under a federal award must comply with federal laws, including the federal procurement standards which states that non-federal entity contracts must contain the applicable provisions described in the 2 CFR, Part 200, Appendix II. See the quick reference tables below and the full federal contract provisions guide (attached) for guidance on both required and recommended provisions on applying Appendix II Section under 2 CFR Part 200:

Table A: Required Federal Contract Provisions:

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included
1	<a href="#">Legal/contractual/administrative remedies for breach of contract</a>	Greater than Simplified Acquisition Threshold (SAT)- \$250,000	No. It is based on NFE's procedures.
2	<a href="#">Termination for cause and convenience</a>	Greater than \$10,000	No. It is based on NFE's procedures.
3	<a href="#">Equal Employment Opportunity</a>	Construction work	Yes. Exact language from 41 C.F.R. § 60-1.4(b) included.
4	Davis-Bacon Act (Not applicable for Public Assistance or Hazard Mitigation Grant Programs)	Construction work	Yes, via reference to required language at 29 C.F.R. § 5.5(a).
5	<a href="#">Copeland "Anti-Kickback" Act</a>	Construction work greater than \$2,000	Yes.
6	<a href="#">Contract Work Hours and Safety Standards Act</a>	Greater than \$100,000 + mechanics or laborers	Yes. Exact language required from 29 C.F.R. § 5.5(b).
7	<a href="#">Rights to inventions made under a contract or agreement</a>	Funding agreement	Yes.
8	<a href="#">Clean Air Act and federal Water Pollution Control Act</a>	Greater than \$150,000	Yes.
9	<a href="#">Debarment and Suspension</a>	Greater than \$25,000	Yes.
10	<a href="#">Byrd Anti-Lobbying Amendment</a>	Greater than \$100,000; and Certification required for all contracts greater than \$100,000	Yes. Clause and certification.
11	<a href="#">Procurement of Recovered Materials</a>	NFE is a state or political subdivision of a state. Work involves the use of materials and the contract is for more than \$10,000.	Yes.
12	<a href="#">Prohibition on Contracting for Covered Telecommunications Equipment or Services</a>	All FEMA declarations and awards issued on or after November 12, 2020.	Yes.
13	<a href="#">Domestic Preferences for Procurements</a>	All FEMA declarations and awards issued on or after November 12, 2020.	Yes.

Table B: Recommended Federal Contract Provisions

	Provision	Applicability	Sample Contract Language Included
1	<a href="#">Access to Records</a>	All	Yes.
2	<a href="#">Contract Changes or Modifications</a>	All	No. It depends on nature of contract and end-item procured.
3	<a href="#">DHS Seal, Logo, and Flags</a>	All	Yes.
4	<a href="#">Compliance with federal Law, Regulations and Executive Orders</a>	All	Yes.
5	<a href="#">No Obligation by Federal Government</a>	All	Yes.
6	<a href="#">Program Fraud and False or Fraudulent Statements or Related Acts</a>	All	Yes.
7	<a href="#">Affirmative Socioeconomic Steps</a>	State entities: all FEMA declarations and awards issued on or after November 12, 2020. Non-state entities: all procurements	Yes.
8	<a href="#">Copyright</a>	All procurements that may involve creation of copyrightable material.	Yes.

## Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

### **Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure**

On November 15, 2021, the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52 was signed into law. The Act strengthens Made in America Laws and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” The Act affirms, consistent with Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers (“the Executive Order”), this Administration’s priority to “use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States.” This guidance applies to all Federal financial assistance as defined in section 200.1 of title 2, Code of Federal Regulations—whether or not funded through IIJA—where funds are appropriated or otherwise made available and used for a project for infrastructure. Federal financial assistance means assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions or donations of property, direct assistance, loans, loan guarantees, and other types of financial assistance. The term “non-Federal entity” includes States, local governments, territories, Indian tribes, Institutions of Higher Education (IHE), and nonprofit organizations.

This Policy was considered and approved by Monticello City Council Resolution No. 23-\_\_\_\_ on

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Dave Goedken, Mayor

*Attest:*

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Sally Hinrichsen, City Clerk

# THE CITY OF MONTICELLO, IOWA

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

## RESOLUTION #19-138

**Resolution** to approve City of Monticello Procurement Policy

**WHEREAS**, The City of Monticello has historically followed Iowa Law with regard to competitive quotation and bidding requirements, but has not otherwise had a procurement policy, and

**WHEREAS**, The City applies for grants from time to time for Federal Funding and in many cases the grants request a copy of the City's Procurement Policy, and

**WHEREAS**, The Council finds that having a procurement policy will be beneficial when it comes to applying for grants that require proof of same, and that the proposed policy will satisfy those requirements and provide guidance to the City when procuring goods and/or services as part of a federally funded project that requires a specific procurement policy and that the policy as proposed should be approved, recognizing that the policy may require amendment from time to time as federal regulations may dictate.

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 7<sup>th</sup> day of October that the City Administrator does hereby approve the City of Monticello Procurement Policy.

**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 7<sup>th</sup> day of October, 2019.

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Brian Wolken, Mayor

*Attest:*

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Sally Hinrichsen, City Clerk

City Council Meeting  
Prep. Date: 01/27/2023  
Preparer: Russell Farnum



Agenda Item: #2  
Agenda Date: 02/03/2023

### *Communication Page*

**Agenda Items Description:** Update Sewer Credit Policy for situations of high water use due to breakage or malfunction

**Type of Action Requested:** Resolution

**Attachments & Enclosures:**

Resolution

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:** In 2013 the City Council adopted Resolution 13-07, allowing for up to a \$500 credit to the sewer bill in instances where a water line break or malfunction had resulted in large water use, but where the large volume of water did not go down the sanitary sewer and therefore, was not processed by the sewage treatment facility.

The policy has a number of requirements that are still valid, and should be kept. The main concern is that the loss amount is capped at \$500, regardless of the amount of water consumed. Water and sewer rates have changed since that policy was adopted, and the capped amount is likely too low to offset catastrophic losses.

Since this policy was adopted in 2013, only 9 parties have requested a sewer credit, of which 7 were approved and two were denied (the excess use was due to a leaking toilet, and all of the excess water went down the sewer).

**Background:**

A recent request shows a water use of 1499 gallons within 4 days, resulting in a charge of \$1947.12 for the sewer portion of the bill. In this case, the water line feeding the water heater broke, and water dumped on the floor of the basement over Thanksgiving weekend. The water was used, so it is recommended that the City still charge for that (\$531.14). However, the water filled the basement (there is no drain) and eventually ran out over the ground. When the situation was discovered by the owners, the basement was pumped out, draining the remaining water over land and not into the sewer.

Considering how quickly a charge like this can add up as a catastrophic loss to a building owner, and considering that the City did not have to treat any of the waste water, it may be reasonable to eliminate any cap in the loss amount. However, there are some fixed costs to the City just in having a sewer

system and treatment facility available, so it may be appropriate to have a limit on how much loss the City is expected to bear in this situation.

The minimum recommended adjustment would be to increase the maximum credit from \$500 to \$1500, which would generally reflect the increase in sewer rates over the decade since the original policy was adopted. There are many other solutions that may be considered, and Council direction is requested.

The draft Resolution includes the increase to \$1500 on the credit amount. If Council decides a different limit is appropriate, a motion to amend the Resolution to include that limit would be appropriate. The Council could then act on the amended Resolution.

**Recommendation:** Council direction and action is requested.



## **RESOLUTION NO.**

### **Approving the City of Monticello Sewer Credit Policy in regard to granting credits to sewage usage fees**

**WHEREAS**, the City of Monticello provides water and sewer services to the citizens of Monticello, same representing one of the primary functions of the City, and

**WHEREAS**, the Council, by approval of Ordinance #747, dated August 2, 2021, approved that sewer fees are calculated based on water consumed and increased the sewage rate, and

**WHEREAS**, the Council had previously approved a Policy to grant credits to sewer usage fees, with Resolution #13-07, dated January 7, 2013, based on the former rates.

**WHEREAS**, the Council has been presented with a number of requests for a credit against the sewer portion of resident's utility billings based upon the argument/position that not all of the water entered the sewer system and was not, therefore, treated at the Monticello Treatment Facility, and

**WHEREAS**, the Council finds it to be necessary and appropriate to update the policy to which the Council and the Citizens may look to when considering a credit request.

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

The following conditions shall be met and / or considered by the citizen when requesting a sewer usage fee credit and City Staff and the City Council when considering a submitted sewer usage fee credit request:

- a. A determination must be made by City staff that the water usage on which the sewer fees were based, and for which a credit is requested, did not enter the sanitary sewer system. If it cannot be determined with a relative degree of certainty by staff, then a credit will not be considered.
- b. The sewer usage credit can only be considered in the event of a break or a malfunction and staff shall make a determination, to a relative degree of certainty, that a break or malfunction caused the water usage for which the credit is being requested.
- c. If a credit is deemed appropriate, it shall only be granted if the credit, as calculated by City Staff, exceeds \$100.00.
- d. In no event shall any credit exceed \$1,500.00, regardless of staff's calculations.

- e. No person shall be granted a credit against their sewer bill more than once.
- f. No household, while under the ownership of the same person or persons shall be granted a credit more than once.
- g. A married couple shall be entitled to one credit.
- h. If a person, previously married, had been granted a credit or the persons spouse had been granted a credit while they were married, they shall only be eligible for another credit if the credit is generated at a property that was not in the ownership or possession of the person during the marriage.
- i. The City Council shall have ultimate authority to grant or deny a credit request and to interpret this policy. The Council may, in their sole discretion, grant or deny a credit even if the circumstances suggest that a credit should or should not be granted, and the decision of the Council is final and not subject to challenge.

PASSED AND APPROVED this 6<sup>th</sup> day of February, 2023.

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David Goedken, Mayor

ATTEST:

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Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting  
Prep. Date: 01/27/2023  
Preparer: Russell Farnum



Agenda Item: # 3  
Agenda Date: 02/06/2023

*Communication Page*

**Agenda Items Description:** Amending Resolution 2022-123, Authorizing the Mayor to sign Monticello Main Street and City continued support and participation in the Main Street Program Agreement

**Type of Action Requested:** Resolution

**Attachments & Enclosures:**

**Resolutions 2022-57 and Resolution 2022-123**

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:** In 2019, the Council supported an application to become an Iowa Main Street community and pledged financial support in the amount of \$20,000 in cash and \$5,000 of in-kind services. That application was not approved by the State.

In 2022, a group of citizens made another application, with the support of the City Council. The 2022 financial commitment approved by the Council (Resolution 2022-57, attached) was \$40,000. The City was granted that application and became a Main Street community. As a result, the City entered into an agreement with Iowa Main Street. However, the Resolution that authorized the 2022 Agreement (2022-123) inadvertently referred to the 2019 funding commitment (\$20,000 plus in-kind), and not the funding that had been approved in Resolution 2022-57 (\$40,000).

For auditing, recordkeeping, and elimination of any confusion, Resolution 2022-123 needs to be amended to refer to the correct funding amount of \$40,000.

**Recommendation:** Approval of the Resolution amending Resolution 2022-123 is recommended.

# The City of Monticello, Iowa

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

## RESOLUTION #

Amending Resolution 2022-123, Authorizing the Mayor to  
sign Monticello Main Street Agreement and City continued support  
and participation in the Main Street Program

**WHEREAS**, Main Street Iowa has been created to assist communities to develop a public-private effort to revitalize their historic commercial "Main Street" districts, and

**WHEREAS**, the Iowa Economic Development Authority will be selected two Iowa cities to participate in the Main Street Iowa program, which Monticello was one of the two cities, and

**WHEREAS**, the Council previously approved the submission of an application to be accepted into the Main Street Program and to financially support the program on April 18, 2022 by Resolution 2022-57, and

**WHEREAS**, the Council has previously approved to pledge support to the Local Main Street Program governing board for a period of three years in the amount of \$40,000 annually, to be paid from the Hotel/Motel Tax fund and/or the General Fund in amounts to be determined at a later date, and

**WHEREAS**, the Council authorizes the Mayor to execute the Main Street Monticello Agreement, on behalf of the City Council, to demonstrate the City's support of the Local Main Street Program and revitalization of the downtown/designated Main Street district as an important element of the City's economic development strategy. Further committing to continuing to follow the Main Street Approach as developed by the Main Street America and espouse by the MSI Program for local Main Street district revitalization efforts.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Monticello does hereby agree to pledge the sum of \$40,000 cash per year to the Main Street Monticello program for three years, authorize the Mayor to sign the agreement to participate in the Main Street Iowa program on behalf of the City Council.

**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 6<sup>th</sup> day of February 2023.

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David Goedken, Mayor

Attest:

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Sally Hinrichsen, City Clerk/Treasurer

# The City of Monticello, Iowa

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

RESOLUTION # 2022-57

**Authorizing participation in the Main Street Iowa program, acknowledging City understanding that it will be expected to participate in the development of the program and to financially support the program, and that a City official will be appointed to represent the City on the local Main Street governing board of directors**

Whereas, Main Street Iowa has been created to assist communities to develop a public-private effort to revitalize their historic commercial "Main Street" districts, and

Whereas, the Iowa Economic Development Authority will be selecting up to two Iowa cities to participate in the Main Street Iowa program, and

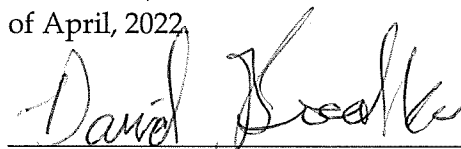
Whereas, the Council finds that participation in the program would be in the best interests of the Community with the downtown district being an important and vital component of the community, and

Whereas, the Council endorses the goal of economic revitalization of the Main Street district within the context of the historic preservation and rehabilitation of its historic buildings and supports the Main Street Approach® as developed by Main Street America, and

Whereas, the Council supports the finalization and submission of the Main Street Application and agrees and acknowledges that the City will participate in the development and financial support of the local Main Street program, in an amount not to exceed \$40,000 for the next three fiscal years.

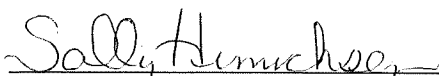
**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Monticello does hereby agree to and authorize the submission of an application to participate in the Main Street Iowa program, acknowledges its understanding that the City will be expected to participate in the development of the program and to financially support the program, and that a City official will be appointed to represent the City on the local Main Street governing board of directors.

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 18<sup>th</sup> Day of April, 2022.



Dave Goedken, Mayor

Attest:



Sally Hinrichsen, City Clerk/Treasurer

# The City of Monticello, Iowa

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

RESOLUTION #2022-123

Authorizing the Mayor to sign Monticello Main Street and City continued support and participation in the Main Street Program Agreement

WHEREAS, Main Street Iowa has been created to assist communities to develop a public-private effort to revitalize their historic commercial "Main Street" districts, and

WHEREAS, the Iowa Economic Development Authority will be selected two Iowa cities to participate in the Main Street Iowa program, which Monticello was one of the two cities, and

WHEREAS, the Council previously approved the submission of an application to be accepted into the Main Street Program and to financially support the program on June 17, 2019 by Resolution 19-84, and

WHEREAS, the Council has previously approved to pledge support to the Local Main Street Program governing board for a period of three years in the amount of \$20,000 cash and \$5,000 In-kind per year, to be paid from the Hotel/Motel Tax fund and/or the General Fund in amounts to be determined at a later date, and

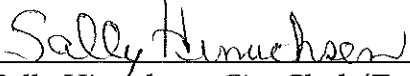
WHEREAS, the Council authorizes the Mayor to execute the Main Street Monticello Agreement, on behalf of the City Council, to demonstrate the City's support of the Local Main Street Program and revitalization of the downtown/designated Main Street district as an important element of the City's economic development strategy. Further committing to continuing to follow the Main Street Approach as developed by the Main Street America and espouse by the MSI Program for local Main Street district revitalization efforts.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Monticello does hereby agree to pledge the sum of \$20,000 cash and \$5,000 In-kind per year to the Main Street Monticello program for three years, authorize the Mayor to sign the agreement to participate in the Main Street Iowa program on behalf of the City Council.

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

  
\_\_\_\_\_  
David Goedken, Mayor

Attest:

  
\_\_\_\_\_  
Sally Hinrichsen, City Clerk/Treasurer

## MAIN STREET IOWA PROGRAM AGREEMENT

THIS MAIN STREET IOWA PROGRAM AGREEMENT ("Agreement") is entered into and executed by the Iowa Economic Development Authority (the "IEDA"), the City of Monticello (the "City"), and Monticello Main Street (the "Local Main Street Program") (Individually "Party" and Jointly, the "Parties").

WHEREAS, the IEDA administers the Main Street Iowa Program (the "MSI Program"); and

WHEREAS, the City was selected to participate in the MSI Program in 2022 and entered into a Program Agreement with the IEDA pursuant to which the City and the Local Main Street Program established a partnership with IEDA; and

WHEREAS, the City and the Local Main Street Program desire to participate in the MSI Program; and

WHEREAS, the IEDA desires to begin the relationship established with the City and the Local Main Street Program;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the Parties agree as follows:

### **SECTION I. The Local Main Street Program agrees to:**

#### **1. Main Street Revitalization Focus:**

- a. Maintain the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach®. This focus should be reflected in the programs annual plan of action, goals and objectives, vision, and mission statement.
- b. Promote the revitalization of the Main Street district through advocacy of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.

#### **2. Main Street Paid Executive Director:**

- a. Employ a paid part-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Local Main Street Program in the City. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program. Part time employment is 25 hours per week dedicated to the Local Main Street Program. The Local Main Street Program and the City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the Executive Director position.
- b. In the event this position is vacated during the time of this agreement, the Local Main Street Program shall fill this position in a reasonable time and provide a written timeline to fill this position to the IEDA's Main Street Iowa State Coordinator ("the Coordinator").
- c. If the Executive Director for the Local Main Street Program also serves as the director, executive director, chief executive officer, president, or other leadership role for another organization or program (e.g., chamber, tourism, community/county economic development, City, etc.) the Executive Director shall dedicate at least twenty-five hours per week to their duties as Executive Director of the Local Main Street Program.
- d. Develop and maintain an accurate position description for the Executive Director, a copy of which shall be provided to the Coordinator, which includes the rate of compensation and describes the professional activities for which the Executive Director is responsible.
- e. Maintain worker's compensation insurance for the Executive Director and staff.

3. Designated Main Street District: Submit to the Coordinator a current map of the approved designated Main Street district contemporaneously with execution of this Agreement.
4. Main Street Program Office: Maintain an office within the designated boundaries of the local Main Street district.
5. Main Street Economic Impact Reporting:
  - a. Submit economic impact reports to the Coordinator on or before established due date documenting the progress of the Local Main Street Program's activities.
  - b. If the Local Main Street Program is 30 or more days late submitting any economic impact report, Main Street Iowa design services, business support services, eligibility for grant applications, and targeted technical assistance visits available through Main Street Iowa may be suspended until the Local Main Street Program has submitted all required reports.
6. National Main Street Accreditation:
  - a. Maintain Main Street America National Accreditation.
  - b. Maintain a "Main Street America Member Community" membership with Main Street America.
  - c. Use the words "Main Street" when referring to and marketing the Local Main Street Program, either as an official part of the organization's name or as a tagline such as "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program shall include the Main Street America and Main Street Iowa logos on all communication materials.
7. Training Requirements:
  - a. Participate, as required by the IEDA, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for Main Street America National Accreditation, the Local Main Street Program shall be represented at both days, in their entirety, of the three (3) annual training sessions that have been designated as mandatory on the MSI Program calendar.
  - b. Any newly hired Executive Director will be required to participate in Main Street Orientation as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Local Main Street Program.
8. Demonstrated Support:
  - a. Obtain from the City's governing body a Resolution of Support of the Local Main Street Program. This resolution must describe sources and amounts of funding for the program, a commitment to appoint a City official to represent the City on the Local Main Street Program governing board of directors, and that the City will continue to follow the Main Street Approach® as developed by Main Street America and espoused by Main Street Iowa for Main Street district revitalization.
  - b. Obtain a Resolution of Support from the Local Main Street Program governing board in which the board commits to continuing Main Street district revitalization following the Main Street Approach® as developed by the Main Street America and espoused by the MSI Program.
9. Compliance:
  - a. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
  - b. Remain in compliance with the requirements of the MSI Program as outlined in this agreement and the administrative rules for the MSI Program, 261 IAC Chapter 39. If the



IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement:

- i. IEDA shall issue an "Initial Warning" describing how the Local Main Street Program is out of compliance and provide guidance on how to resolve the issues. The Local Main Street Program will have 90 days to resolve non-compliance issues. During this 90-day period, all Main Street Iowa services, with the exception of targeted technical assistance to help the Local Main Street Program mitigate non-compliant items, will be suspended. At the end of the 90-day period, the IEDA will evaluate whether The Local Main Street Program has resolved the non-compliant issues.
- ii. If the Local Main Street Program is not in compliance at the end of the 90-day Initial Warning period, the IEDA may issue a Final Warning notifying the Local Main Street Program that, if the Local Main Street Program is not in compliance within 90 days after issuance of the Final Warning, Main Street Iowa may terminate this Agreement.
- iii. The IEDA will send Notice of Termination via overnight delivery service to the Local Main Street Program, the City, and Main Street America. Termination of this Agreement will result in the loss of recognition as a participant in the MSI Program and discontinuation all services provided by IEDA.
- iv. Within 30 days after issuance of the Notice of Termination, the Local Main Street Program shall cease using the trademarked brand "Main Street" and/or "Main Street Program" in its name or as part of its organization's identity.
- v. The City may reapply for Main Street Iowa designation.

**10. Main Street Re-Designation:**

- a. Continued participation in the MSI Program after the term of this Agreement shall be contingent upon re-designation as a participant in the MSI Program. Submission of a request for re-designation shall be submitted at least 90 days prior to the end of the term of this Agreement.
- b. The IEDA will provide information and guidance regarding re-designation to the Local Main Street Program at least 6 months prior to the re-designation request submission deadline.
- c. To be re-designated as a participant in the MSI Program, at a minimum, the Local Main Street Program shall:
  - i. Document local revitalization impacts through its partnership with Main Street Iowa;
  - ii. Demonstrate the Local Main Street Program's active utilization of MSI Program services and benefits;
  - iii. Identify specific plans for future downtown/Main Street district revitalization;
  - iv. Set out future Main Street Iowa technical assistance needs; and
  - v. Demonstrate continued broad-based commitment and support of the Local Main Street Program and its revitalization efforts.

**SECTION II. The CITY agrees to:**

**1. Main Street Revitalization Support:**

- a. Support and partner with the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach®.
- b. Support the revitalization of the Main Street district by utilizing tools and resources that support Main Street district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.

2. Main Street Financial Support: Invest financially into the operation of the Local Main Street Program. All payments made under this Agreement shall be subject to annual appropriation by the City Council.
3. National Main Street Accreditation: Support the Local Main Street Program in compliance with this Agreement and with the completion of the annual Main Street America Accreditation and the re-designation process described above.
4. Demonstrated Support: Pass a Resolution to demonstrate the City's support of the Local Main Street Program and revitalization of the downtown/designated Main Street district as an important element of the City's economic development strategy. In the resolution, the City must commit to providing funding for the Local Main Street Program, appoint a City official to represent the City on the Local Main Street Program governing board, and commit to continuing to follow the Main Street Approach® as developed by the Main Street America and espoused by the MSI Program for local Main Street district revitalization efforts.

**SECTION III. The IEDA agrees to:**

1. National Main Street Accreditation: Administer the Main Street America Accreditation process in Iowa on behalf of Main Street America and recognize Local Main Street Programs and Cities who successfully meet the Main Street America Accreditation Standards.
2. Main Street Technical Assistance:
  - a. Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to manage communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
  - b. Provide, as requested and as can be scheduled, on-site technical assistance to the Local Main Street Program and City by one or more downtown revitalization specialists. Technical assistance may include design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
  - c. Conduct an on-site partnership visit at least once every two years.
  - d. Provide continuing advice and information to the Local Main Street Program and City.
3. Main Street Training:
  - a. Coordinate at least three (3) statewide training sessions annually for Local Main Street Programs and Cities. The nature of training to be provided at each session shall be based on the combined needs of all Iowa Main Street Communities.
  - b. Conduct at least three MSI Program orientations for all new Executive Directors and Local Main Street Program board members and volunteers. The Orientation will introduce the Executive Director and Local Main Street Program volunteers and board members to the Main Street Program and to their immediate responsibilities.
  - c. Offer optional regional training sessions.
  - d. Statewide training sessions, orientations, and optional regional training sessions may be virtual, as determined by IEDA.
4. Main Street Network: Include the Local Main Street Program and City in the Main Street Iowa network.
5. Main Street Designation: Create and implement a re-designation process to be completed by all Local Main Street Programs every five (5) years.

**SECTION IV. The PARTIES hereto otherwise agree as follows:**

1. The term of this Agreement shall be for a period of seventeen (17) months beginning August 1, 2022 and ending December 31, 2023.
2. This Agreement may be amended by a written agreement to amend the Agreement signed by all three Parties, provided that the IEDA may unilaterally amend this Agreement to comply with legislative, administrative, and policy changes by the federal or state government.
3. Should any governmental unit enact, promulgate, or adopt laws, regulations, rules, or policies which alter or in any way affect the MSI Program, the City and the Local Main Street Program shall not hold IEDA liable in any manner for the resulting changes.
4. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors.
5. No Party shall discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin.
6. Any Party may terminate this Agreement without cause after 30 days written notice to the other two parties.
7. This Agreement supersedes any previous agreements or negotiations, whether oral or written.
8. Nothing contained in this Agreement shall create any employer-employee relationship between or among any of the Parties.

**IN WITNESS WHEREOF, the parties have executed this agreement.**

BY: David Goodken  
Mayor Signature

11-3-22  
Date

David Goodken  
Mayor Printed Name

Monticello, IA  
City

BY: Deborah S. Bowman  
Board President Signature

Oct. 28, 2022  
Date

Deborah S. Bowman  
Board President Printed Name

Monticello Main Street  
Local Main Street Program

BY: Deborah V. Durham  
Deborah V. Durham, Director  
Iowa Economic Development Authority

11/08/2022  
Date



# Pay Request

Date: Tuesday, January 31, 2023

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Project: Construct Connector Taxiway

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To: City Council

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From: HDR

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Subject: Pay Request # 01

Dear Council,

Enclosed for your review and approval is Pay Request No. 01 for the above referenced project. We have reviewed this pay request and find it to be in agreement with the work completed to date.

We have also reviewed improvements associated with the project referenced above and find the improvements to be acceptable and in general conformance with the contract documents. Acceptance of Pay Request No. 01 is recommended for this project in the amount of **\$88,184.03** to Boomerang, Corp.

If you have any questions or comments regarding this project, please feel free to contact me at 402-392-6918.

Sincerely,

HDR

Matthew J Wilke, P.E.

Aviation Engineer

Enclosure: Pay Request No. 01

cc: Keegan Parizek, Boomerang Corp.

# **The City of Monticello, Iowa**

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

## **RESOLUTION #**

Approving Pay Request #1 related to the Monticello Airport Taxiway  
Connector project, to Boomerang in the amount of \$88,184.03

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

**WHEREAS,** Boomerang was awarded the bid to construct the Taxiway Connector at the Monticello Airport on April 7, 2022, Resolution #2022-56, and

**WHEREAS,** The City Engineer, HDR Engineering has reviewed the first pay request from Boomerang related to said project and recommends that it be paid in the amount of \$88,184.03, and

**WHEREAS,** The Council finds, based upon the recommendation of the City Engineer, that said pay request should be approved.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve Pay Request #1 from Boomerang and authorizes payment in the amount of \$88,184.03.

**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 6<sup>th</sup> day of February, 2023.

---

David Goedken, Mayor

*Attest:*

---

Sally Hinrichsen, City Clerk/Treasurer

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Monticello, Iowa</u>	<b>Owner's Project No.:</b> <u>-</u>
<b>Engineer:</b> <u>HDR</u>	<b>Engineer's Project No.:</b> <u>10332168</u>
<b>Contractor:</b> <u>Boomerang</u>	<b>Contractor's Project No.:</b> <u>-</u>
<b>Project:</b> <u>Construct Taxiway Connector</u>	
<b>Contract:</b> <u>FAA AIP 3-19-0061-012-2022</u>	
<b>Application No.:</b> <u>01</u> <b>Application Date:</b> <u>12/28/2022</u>	
<b>Application Period:</b> From <u>12/1/2022</u> to <u>12/28/2022</u>	

1. Original Contract Price	\$ 933,655.00
2. Net change by Change Orders	\$ (9,750.00)
3. Current Contract Price (Line 1 + Line 2)	\$ 923,905.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 92,825.30
5. Retainage	
a. 5% X \$ 80,573.00 Work Completed =	\$ 4,028.65
b. 5% X \$ 12,252.30 Stored Materials =	\$ 612.62
c. Total Retainage (Line 5.a + Line 5.b)	\$ 4,641.27
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 88,184.03
7. Less previous payments (Line 6 from prior application)	
8. Amount due this application	\$ 88,184.03
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 835,720.97

**Contractor's Certification**

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

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

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

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

<b>Contractor:</b> <u>Boomerang Corporation</u>	
<b>Signature:</b> <u>Keegan Parizek</u>	<b>Date:</b> <u>01/13/2023</u>

<b>Recommended by Engineer</b>  <b>By:</b> <u>Wilko, Matthew James</u> <b>Title:</b> <u>Engineer of</u> <b>Date:</b> <u>Record 1/16/2023</u>  <b>Approved by Funding Agency</b>  <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____	<b>Approved by Owner</b>  <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____  <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____
--	--

### Contractor's Application for Payment

Owner:	City of Monticello, Iowa
Engineer:	HDR
Contractor:	Boomerang
Project:	Construct Taxiway Connector
Contract:	FAA AIP

Application No.: 01		Application Period:		From	12/01/22	to		12/28/22	Application Date: 12/28/22				
A	B	C	D	E	Contract Information		F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Work Completed		Materials Currently Stored (net in G)	Work Completed and Materials Stored to Date (H + I)	% of Value of Item (J / F)	Balance to Finish (F - J)		
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G)						
Original Contract													
C-40-6	Maintenance of Traffic	1 LS		\$9,000.00	9,000.00	0.25	2,250.00		2,250.00	25%	6,750.00		
C-100-1	Contractor Quality Control Program (CQCP)	1 LS		\$10,000.00	10,000.00	0.25	2,500.00		2,500.00	25%	7,500.00		
C-100-1	Mobilization	1 LS		\$175,000.00	175,000.00	0.25	43,750.00		43,750.00	25%	131,250.00		
C-100-1	Management and Inspection of SWPPP	1 LS		\$4,000.00	4,000.00	0.10	400.00		400.00	10%	3,600.00		
C-100-3	Installation, Removal and Replacement of Silt Fence	2,800 LF		\$2.00	5,600.00	1,949.00	3,898.00		3,898.00	75%	1,702.00		
C-100-3	Stabilized Construction Entrance	220 SY		\$15.00	3,300.00	230.00	3,450.00		3,450.00	100%	-		
C-100-4	Temporary Seeding and Mulching	23 AC		\$100.00	2,300.00		-		-	0%	250.00		
C-100-5	Concrete Washout	1 LS		\$600.00	600.00		-		-	0%	600.00		
C-100-6	Inlet Protection Device	3 EA		\$75.00	225.00	1.00	75.00		75.00	33%	150.00		
P-101	Removals	1 LS		\$20,000.00	20,000.00	0.30	6,000.00		6,000.00	30%	14,000.00		
P-101-1	Clearing and Grubbing	1 LS		\$1,000.00	1,000.00	0.75	750.00		750.00	75%	250.00		
P-102-1	Unclassified Excavation	8,400 BCY		\$5.00	42,000.00	3,500.00	17,500.00		17,500.00	42%	24,500.00		
P-102-2	Embankment In-Place	2,800 BCY		\$3.00	8,400.00		-		-	0%	4,700.00		
P-102-3	Subgrade Preparation	6,000 SY		\$1.00	6,000.00		-		-	0%	9,135.00		
P-104-5.1	Subbase Course	6,900 SY		\$6.00	41,400.00		-		-	0%	36,540.00		
P-101-1	Cement Concrete Pavement - Materials	5,200 SY		\$38.00	198,560.00		-		-	0%	146,440.00		
P-101-2	Cement Concrete Pavement - Labor and Equipment	5,200 SY		\$35.00	183,050.00		-		-	0%	183,050.00		
P-105-1	Joint Sealing Filler for New Concrete Pavement	8,700 LF		\$3.50	30,450.00		-		-	0%	21,750.00		
P-105-1a	Surface Preparation	1 LS		\$4,000.00	4,000.00		-		-	0%	4,000.00		
P-105-1b	Marking	1 LS		\$7,000.00	7,000.00		-		-	0%	7,000.00		
P-105-1c	Reflective Media	1 LS		\$750.00	750.00		-		-	0%	750.00		
D-701-5.1	24-inch, Class III, Reinforced Concrete Pipe, with Flared End	128 LF		\$150.00	19,200.00		-	2,660.00	2,660.00	14%	16,540.00		
D-701-5.2	15-inch, Class III, Reinforced Concrete Pipe, with Flared End	148 LF		\$145.00	21,460.00		-	1,045.00	1,045.00	5%	20,415.00		
D-701-5.3	30-inch, Class III, Reinforced Concrete Pipe	78 LF		\$250.00	19,500.00		-		-	0%	19,500.00		
D-705-5.4	Pipe Underdrains for Airports	1,180 LF		\$30.00	35,400.00		-		-	0%	34,500.00		
D-751-5.1	Pipe Underdrain Cleanout	9 EA		\$700.00	6,300.00		-		-	0%	6,300.00		
D-751-5.3	Aircraft Rated Precast Inlet or Manhole with Aircraft Rated Lid	2 EA		\$15,000.00	30,000.00		-		-	28%	21,452.70		
D-751-5.2	SW-512, Area Intake with SW-604 Type 48 Casting	1 EA		\$2,500.00	2,500.00		-		-	0%	2,500.00		
T-401	Seeding	5 AC		\$1,400.00	7,000.00		-		-	0%	7,000.00		
T-405-1	Topsoil - Obtained on Site or Removed from Stockpile	670 CY		\$9.00	6,030.00		-		-	0%	6,030.00		
T-405-1	Mulching	24,200 SY		\$5.30	128,060.00		-		-	0%	7,260.00		
L-100-5.1	No. 8 AWG, 5 KV, I-824, Type C Cable, Installed in Conduit	3,265 LF		\$2.00	6,530.00		-		-	0%	6,530.00		
L-100-5.2	No. 4 AWG, Solid, Bare Copper Counterpoise Wire and	3,100 LF		\$3.00	9,300.00		-		-	0%	9,300.00		
L-100-5.3	No. 6 AWG, Insulated, Stranded Equipment Ground, Installed	3,265 LF		\$2.00	6,530.00		-		-	0%	6,530.00		
L-110-5.1	Concrete Encased Electrical Duct Bank, 1 Way - 2" Dia.	185 LF		\$4.00	7,400.00		-		-	0%	7,955.00		
L-110-5.2	Non-Encased Electrical Duct Bank, 1 Way - 2" Dia.	3,100 LF		\$5.00	15,500.00		-		-	0%	15,500.00		
L-115-5.1	Base Can Plaza, 2 L-867D Base Cans with Blanking Covers	2 EA		\$5,000.00	10,000.00		-		-	0%	10,000.00		
L-125-5.1	L-861T Taxiway Edge Light, 24" Height, with L-867 Base	31 EA		\$1,800.00	55,800.00		-		-	0%	40,300.00		
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Progress Estimate - Unit Price Work

Owner:	City of Monticello, Iowa	Owner's Project No.:	-
Engineer:	HDR	Engineer's Project No.:	10332168
Contractor:	Boomerang	Contractor's Project No.:	-
Project:	Construct Taxiway Connector		
Contract:	FAA AIP		

Contractor's Application for Payment

Application No.: 01			Application Period: From 12/01/22 to 12/28/22			Application Date: 12/28/22					
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
D-701-5.3	24-inch, Class III, Reinforced Concrete Pipe, with Flared End	(39.00)	LF	250.00	(9,750.00)		-		-	0%	(9,750.00)
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City Council Meeting  
Prep. Date: 01/26/2023  
Preparer: Russell Farnum



Agenda Item: # 5 & 6  
Agenda Date: 02/06/2023

*Communication Page*

**Agenda Items Description:** Plats of Parcels 2023-06 and 2023-07, Terry Covington

**Type of Action Requested:** Resolutions (2)

**Attachments & Enclosures:**

Plats (2)

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:** Terry Covington owns the property at 735 N. Cedar Street, which consists of three separate parcels. Two of the three parcels are in the rear yard and have no street frontage, making them nonconforming.

Terry would like to also purchase a parcel of land from his neighbor to the north, Sandra Covington (no relation). The proposed plat of Parcel 2023-06 would subdivide this portion of land off of Sandra Covington's property, so it could be sold to Terry Covington.

The plat of Parcel 2023-07 then combines all of the parcels into one single property, which will bring all of the small lots into compliance. After this plat is recorded, there will be no nonconforming lots between the two properties.

The remaining property (owned by Sandra Covington) will still meet all minimum zoning requirements. The expanded Terry Covington property will comply with all zoning requirements.

Covington plans to build a garage/shop building on the expanded rear portion of this property.

Because this action will eliminate a number of nonconforming lots, and not create any new issues, approval is recommended.

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

# The City of Monticello, Iowa

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

RESOLUTION #

## **Approving Plat of Survey to Parcel 2023-06**

**WHEREAS,** The Plat of Survey to Parcel 2023-06 has been presented to the City Council for approval, same being located within the City Limits of the City of Monticello, and

**WHEREAS,** The Plat of Survey was created to a parcel off property titled in Sandra Covington and located at 737 North Cedar Street same to be sold by Terry Covington, owner of 735 North Cedar Street to increase the size of 735 North Cedar Street lot, and

**WHEREAS,** The City Planning and Zoning Board has reviewed the Plat of Survey and recommends that it be approved, and

**WHEREAS,** The City Council finds that the Plat of Survey to Parcels 2023-06 should be approved.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve the Plat of Survey to Parcel 2023-06.

**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 6<sup>th</sup> day of February, 2023.

---

David Goedken, Mayor

Attest:

---

Sally Hinrichsen, City Clerk/Treasurer

## INDEX LEGEND

LOCATION: PART OF LOT 93 OF DAVIDSON'S 3RD ADDITION IN THE CITY OF MONTICELLO, JONES COUNTY, IOWA AND PART OF THE ABANDONED RAILROAD R.O.W. IN THE NE1/4 OF SEC. 21, T86N, R3W

PROPRIETORS: SANDRA M. COVINGTON

REQUESTOR: TERRY COVINGTON

SURVEYOR: BILL BURGER

SURVEYOR COMPANY: WM. BURGER LANDSURVEYOR

RETURN TO: BILL BURGER, 510 3RD STREET WEST COURT, WORTHINGTON, IA 52078 | (563) 855-2028

PREPARED BY BILL BURGER

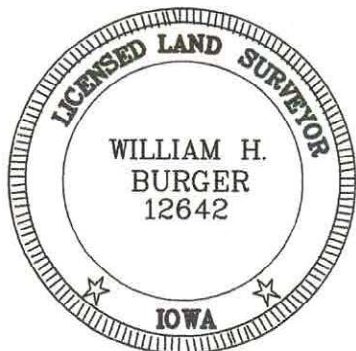
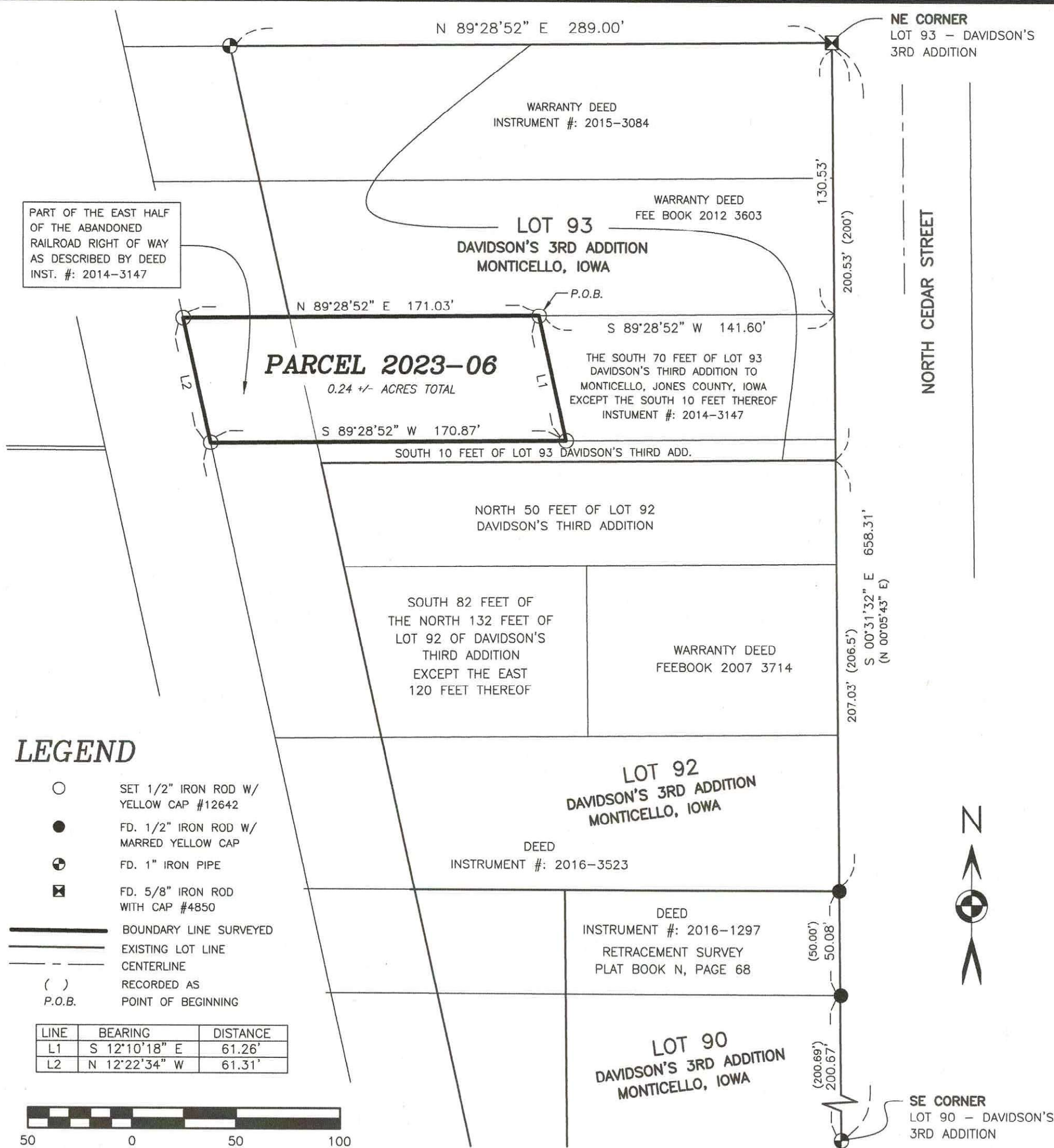
510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078

(563) 855 2028

PLAT OF  
SURVEY

## PARCEL 2023-06

PART OF LOT 93 OF DAVIDSON'S 3RD ADDITION TO MONTICELLO, JONES COUNTY, IOWA AND PART OF THE EAST HALF OF THE ABANDONED RAILROAD RIGHT OF WAY IN THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF MONTICELLO, JONES COUNTY, IOWA



NO. OF SHEETS COVERED BY THIS SEAL: 1

DATE OF SURVEY: 1/5/2023

SCALE: 1" = 50'

SHEET 1 OF 3

PROPRIETORS: SEE INDEX LEGEND

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

WILLIAM H. BURGER #12642

DATE

Wm. Burger  
LandSurveyor

510 3rd Street West Court  
Worthington, Iowa 52078

# The City of Monticello, Iowa

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

RESOLUTION #

## **Approving Plat of Survey to Parcel 2023-07**

**WHEREAS,** The Plat of Survey to Parcel 2023-07 has been presented to the City Council for approval, same being located within the City Limits of the City of Monticello, and

**WHEREAS,** The Plat of Survey was created to combine Terry Covington's three parcels located at 735 North Cedar Street and a parcel off property recently parceled to Terry Covington (Parcel 2023-06) from Sandra Covington into one single parcel, and

**WHEREAS,** The City Planning and Zoning Board has reviewed the Plat of Survey and recommends that it be approved, and

**WHEREAS,** The City Council finds that the Plat of Survey to Parcels 2023-07 should be approved.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve the Plat of Survey to Parcel 2023-07.

**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 6<sup>th</sup> day of February, 2023.

---

David Goedken, Mayor

Attest:

---

Sally Hinrichsen, City Clerk/Treasurer



## INDEX LEGEND

LOCATION: PARCEL 2023-??, PART OF LOTS 92 AND 93 OF  
DAVIDSON'S 3RD ADDITION IN THE CITY OF MONTICELLO,  
JONES COUNTY, IOWA AND PART OF THE ABANDONED  
RAILROAD R.O.W. IN THE NE1/4 OF SEC. 21, T86N, R3W

PROPRIETORS: REVOCABLE TRUST AGREEMENT OF TERRY L. COVINGTON

REQUESTOR: TERRY COVINGTON

SURVEYOR: BILL BURGER

SURVEYOR  
COMPANY: WM. BURGER LANDSURVEYOR

RETURN TO: BILL BURGER, 510 3RD STREET WEST COURT,  
WORTHINGTON, IA 52078 | (563) 855-2028

PREPARED BY BILL BURGER

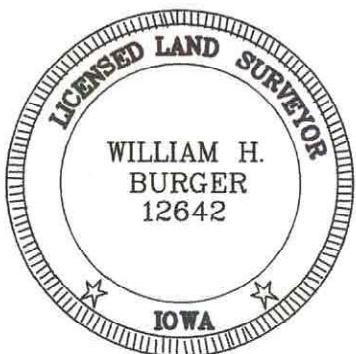
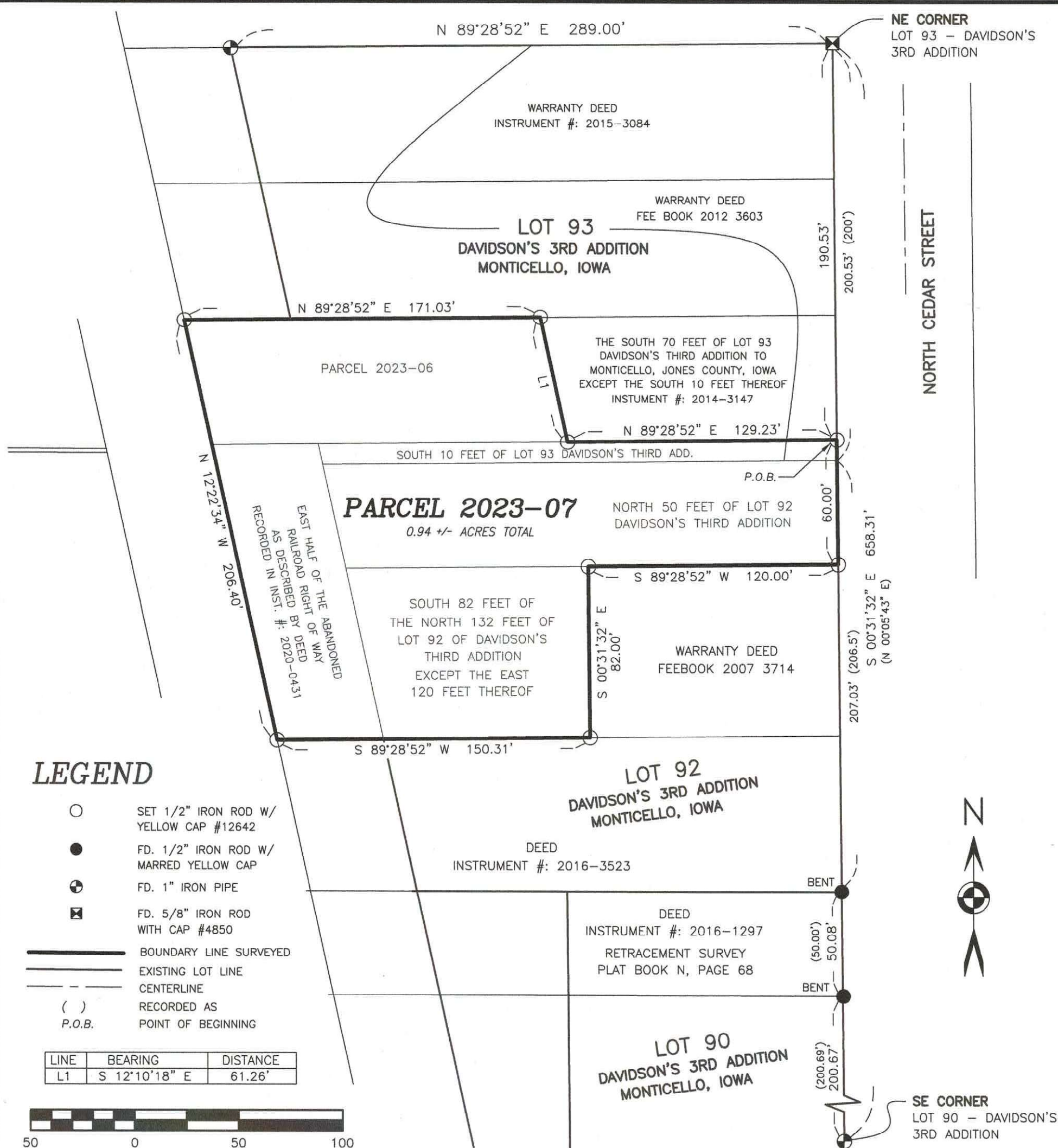
510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078

(563) 855 2028

PLAT OF  
SURVEY

## PARCEL 2023-07

COMPRISED OF PARCEL 2023-??, PART LOTS 92 AND 93 OF DAVIDSON'S 3RD ADDITION  
TO MONTICELLO, JONES COUNTY, IOWA AND PART OF THE EAST HALF OF THE ABANDONED RAILROAD RIGHT OF WAY IN THE NORTHEAST  
QUARTER (NE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH  
PRINCIPAL MERIDIAN, IN THE CITY OF MONTICELLO, JONES COUNTY, IOWA



NO. OF SHEETS COVERED BY THIS SEAL: 1

DATE OF SURVEY: 1/5/2023

SCALE: 1" = 50'

SHEET 1 OF 3

PROPRIETORS: SEE INDEX LEGEND

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS  
PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR  
UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY  
LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

WILLIAM H. BURGER

#12642

DATE

**Wm. Burger**  
**LandSurveyor**

510 3rd Street West Court  
Worthington, Iowa 52078

City Council Meeting  
Prep. Date: 01/27/2023  
Preparer: Russell Farnum



Agenda Item: # 7  
Agenda Date: 02/06/2023

*Communication Page*

**Agenda Items Description:** Approving Plat of Survey to Parcel 2023-08 for Property at 21993 Business Highway 151 (Bader)

**Type of Action Requested:** Resolution

**Attachments & Enclosures:**

Plat

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:** Tim Bader would like to purchase some land from the neighboring farm, in order to make his yard larger. The Plat of Parcel 2023-08 would plat a small section of land from the Burlage farm in order to transfer to Bader.

The property is located about a mile north of the Monticello on Business 151. Because it is in the City's 2-mile review jurisdiction, the City must approve the plat before it can go to the County for review.

This action has no impact upon the future growth or development of the City. It is noted that the Bader property consists of 2 parcels now, the County may wish to require combining all 3 parcels into one property, once this addition is approved.

The Planning and Zoning Board reviewed this request at their regular meeting of January 24, and recommended approval by a vote of 4-0 (Pratt absent).

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

# The City of Monticello, Iowa

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

RESOLUTION #

## **Approving Plat of Survey to Parcel 2023-08 for Property at 21993 Business Highway 151**

**WHEREAS,** The Plat of Survey to Parcel 2023-08 for property at 21993 Business Highway 151 has been presented to the City Council for approval, same being located within the two-mile jurisdiction of the City limits of the City of Monticello, and

**WHEREAS,** The Plat was created to add land to the neighbor's existing lot increasing the lot size, which is being purchased from the neighbor, and

**WHEREAS,** The City Planning and Zoning Board has reviewed the Plat of Survey and recommends that it be approved, and

**WHEREAS,** The City Council finds that the Plat of Survey for property at 21993 Business Highway 151 should be approved, and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve the Plat of Survey for property at 21993 Business Highway 151.

**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 6<sup>th</sup> day of February, 2023.

---

David Goedken, Mayor

Attest:

---

Sally Hinrichsen, City Clerk/Treasurer



## INDEX LEGEND

LOCATION: PART OF PARCEL 2008-56 IN THE E1/2 SW1/4  
SECTION 14, T86N, R3W

REQUESTOR: TIMM BADER

PROPRIETOR: MARTIN P. BURLAGE & STACEY R. BURLAGE

SURVEYOR: BILL BURGER

SURVEYOR  
COMPANY: WM. BURGER LANDSURVEYOR

BILL BURGER, 510 3RD STREET WEST COURT,  
RETURN TO: WORTHINGTON, IA 52078 | (563) 855-2028

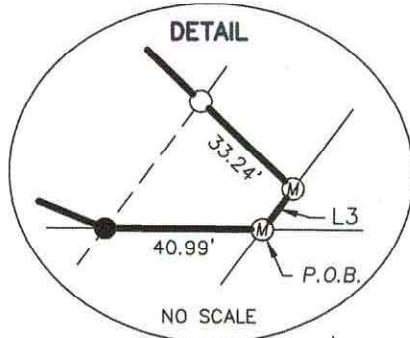
PREPARED BY BILL BURGER

510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078

(563) 855 2028

PLAT OF  
SURVEY

**PARCEL 2023-08** PART OF PARCEL 2008-56 IN THE EAST HALF (E1/2) OF  
THE SOUTHWEST QUARTER (SW1/4) OF SECTION FOURTEEN (14), TOWNSHIP EIGHTY-SIX NORTH (T86N),  
RANGE THREE (R3) OF THE FIFTH PRINCIPAL MERIDIAN, JONES COUNTY, IOWA



PARCEL 2008-56  
FEEBOOK: 2008 1567

**PARCEL  
2023-08**

0.48 +/- ACRES TOTAL  
0.02 +/- ACRES R.O.W.  
0.46 +/- ACRES NET



PARCEL 2008-57  
FEEBOOK:  
2008 1567

DEED BOOK 67,  
PAGE 286

DEED BOOK 29,  
PAGE 542

PARCEL 2008-58

N 89°41'40" W 2674.63'  
(N 89°43'03" W 2676.21')

BUSINESS HIGHWAY 151

PARCEL 2007-86  
FEEBOOK: 2007 2242

SEE DETAIL  
ABOVE

S1/4 CORNER  
SEC. 14, T86N, R3W  
FD. 1/2" IRON ROD  
WITH NO CAP

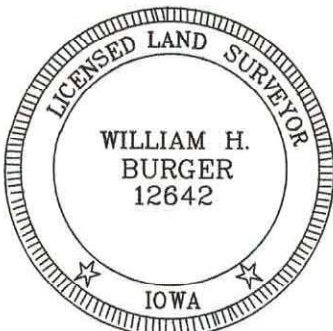
PARCEL 2007-87  
FEEBOOK: 2007 2242

## LEGEND

- SET 1/2" IRON ROD W/  
YELLOW CAP #12642
- FD. 1/2" IRON ROD W/  
YELLOW CAP #12642
- Ⓜ SET MAG NAIL W/ WASHER
- BOUNDARY LINE SURVEYED
- - - RIGHT OF WAY LINE
- - - SECTION LINE AND OR 1/4  
OR 1/4 1/4 SECTION LINE
- ( ) RECORDED AS  
P.O.B. POINT OF BEGINNING



LINE	BEARING	DISTANCE
L1	N 00°05'52" E	92.68'
L2	N 04°27'33" W	67.70'
L3	S 36°49'04" W	13.31'



DATE OF SURVEY: 1/17/2023

SCALE: 1" = 100'

SHEET 1 OF 3

PROPRIETORS: SEE INDEX LEGEND

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS  
PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR  
UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY  
LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

*William H. Burger* 1/19/23  
WILLIAM H. BURGER #12642 DATE

**Wm. Burger  
LandSurveyor**

510 3rd Street West Court  
Worthington, Iowa 52078



City Council Meeting  
Prep. Date: February 1, 2023  
Preparer: Nick Kahler



Agenda Item: 8  
Agenda Date: February 6, 2023

*Communication Page*

**Agenda Items Description:** Resolution Approving the hiring and wage for Public Works/Cemetery summer staff

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

**Attachments & Enclosures:**


**Fiscal Impact:**

Budget Line Item:  
Budget Summary:  
Expenditure:  
Revenue:


**Synopsis:** We are hoping to hire two summer 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. The pay has changed from year to year. Talking with the City Administrator we would like to set the wage at \$15.00/hr and hire two people.

**Staff Recommendation:** I recommend the approval of hiring two people for summer help and setting the wage at \$15.00/hr.

# The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF 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 \$15.00/hour for the 2023 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 \$15.00/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 6<sup>th</sup> day of February 2023.

---

David Goedken, Mayor

Attest:

---

Sally Hinrichsen, City Clerk/Treasurer

**City Council Meeting**  
**Prep. Date:** 1/27/2023  
**Preparer:** Jacob Oswald



**Agenda Item:** # 9  
**Agenda Date:** 02/06/2023

*Communication Page*

**Agenda Items Description:** Resolution Approving increased user fees for the Monticello Aquatic Center and Park and Recreation Department

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

**Attachments & Enclosures:**

Resolution

Proposed fee schedule

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:**

Parks and Recreation Department to adjust current fee schedule for facilities, aquatic center, and activities/programming.

**Background Information:**

The council has been provided an attachment with proposed rental rates, aquatic center rates, and activities/programming rate changes.

These proposed changes come as a result from the feedback received from the 2022 Parks and Recreation Master Plan survey, as well as a fee study conducted by the department of similar communities.

**Staff Recommendation:**

The Park Board voted unanimously in favor of the proposed fee changes and recommend immediate implementation.

# The City of Monticello, Iowa

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

RESOLUTION #

## **Approving increased user fees for the Monticello Aquatic Center and Park and Recreation Department**

**WHEREAS,** The Monticello Park and Recreation Board reviewed current fees related to the services provided at the Aquatic Center and the Monticello Park and Recreation; and has recommended to the City Council that the attached proposed fee increases be approved and adopted immediately.

**WHEREAS,** The City Council has reviewed the proposed fee increases as disclosed in the attached fee schedule, and does hereby find that the recommendation of the Park and Recreation Board to increase the fees as set out in the attached fee schedule should be approved, and

**WHEREAS,** The City Council further recognizes, and confirms, that but for those fees being increased as set out herein, all other fees related to the Aquatic Center, the Parks, and/or the Berndes Center shall remain unchanged and unaffected by the fees being amended herein.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve of the Aquatic Center and Park and Recreation fee increases as set out on attached fee schedule, and further agrees that said new fee schedule shall be implemented and effective immediately.

**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 6<sup>th</sup> day of February, 2023.

---

David Goedken, Mayor

Attest:

---

Sally Hinrichsen, City Clerk/Treasurer

## FACILITY RENTAL FEES

<u>Current Rates</u>		
<b>Berndes Center</b>	<b>Hourly Rate</b>	<b>Full Day (8+ hours)</b>
Gym	\$20	\$160
Meeting Room	\$15	\$120
Gym + Meeting Room	\$35	\$280
Kitchen	\$25	
<b>Other Fees</b>		
Grounds	\$70	
Day Prior Set Up Fee	\$100 before 5:00, \$200 after 5:00	
Next Day Tear Down	hourly rate	
Stage	\$100	
Damage Deposit	\$200	Anything with alcohol?
Batting Cage	\$10/60 min	
Baseball/Softball Practice	\$25/90 min	
Basketball/Volleyball Practice	\$20/90 min	
Drop-In Fee (Tennis, Pickleball, Weekend Open gym)	\$2	
Equipment	n/a	

<u>Proposed Rates Option #2</u>		
<b>Berndes Center</b>	<b>Hourly Rate</b>	<b>Full Day (8+ hours)</b>
Gym	\$30	\$240
Meeting Room	\$20	\$160
Gym + Meeting Room	\$50	\$400
Kitchen	\$25	
<b>Other Fees</b>		
Grounds	\$100	
Day Prior Set Up Fee	\$200 (building access 8am-10pm)	
Next Day Tear Down	\$200 (building access 8am-12pm)	
Stage	\$100	
Damage Deposit	\$500	Anything with alcohol?
Batting Cage	\$10/60 min	
Baseball/Softball Practice	\$30/90 min	
Basketball/Volleyball Practice	\$20/90 min	
Drop-In Fee (Tennis, Pickleball, Weekend Open gym)	\$2	
Equipment	\$2 (\$1 returned when equip. returned)	

Recurring Events	Dates	Current Rate	New Rate	Proposed Rate
Train Show	Feb. 3 <sup>rd</sup> -5 <sup>th</sup>	\$810	\$1,025	\$1,025
<del>Dairy Banquet</del>	<del>Feb.</del>	<del>\$185</del>	<del>\$465</del>	<del>\$465</del>
Car Show	Feb. 23 <sup>rd</sup> -27 <sup>th</sup>	\$1,190	\$2,125	\$1,675
Monticello School Foundation	March 3 <sup>rd</sup> -4 <sup>th</sup>			
Beef Banquet	March 17 <sup>th</sup> -18 <sup>th</sup>	\$405	\$625	\$625
Model Show	April 14 <sup>th</sup> -15 <sup>th</sup>	\$505	\$625	\$625
Flea Market	April 29 <sup>th</sup> -30 <sup>th</sup>	\$575	\$725	\$725
Hogan Craft Show	May 6 <sup>th</sup>	\$160	\$240	\$240
Horse Camp	June 15 <sup>th</sup> -24 <sup>th</sup>	\$1,250	\$3,625	\$2,000
Great Jones County Fair	July 14 <sup>th</sup> -24 <sup>th</sup>			
Flea Market	August 12 <sup>th</sup> -13 <sup>th</sup>	\$575	\$725	\$725
Maq. Valley Co-Op	August 16 <sup>th</sup> -17 <sup>th</sup>	\$805	\$925	\$925
Pheasants Forever	October 13 <sup>th</sup> -14 <sup>th</sup>	\$505	\$625	\$625
Swap Meet	October 15 <sup>th</sup>	\$300	\$500	\$500
Sacred Heart Booster Club	November	\$300	\$725	\$500
Holiday Craft Show	December 1 <sup>st</sup> -2 <sup>nd</sup>	\$505	\$625	\$625
<b><u>Wedding Reception</u></b>				
\$800 (\$1,015 actual)				
Includes Friday setup, kitchen, stage, chairs, tables				

## ACTIVITY AND PROGRAMMING FEES

Activity	Session	2022 Participants	Current Price	Proposed Increase
Adult Co-Ed Chicago Slow Pitch	Co-Ed Chicago Slow Pitch	7	\$ 150.00	\$ 200.00
Adult Co-Ed Volleyball		9	\$ 200.00	\$ 200.00
Baseball	1st - 3rd Grade - 2022	42	\$ 30.00	\$ 40.00
Baseball	4th - 6th Grade - 2022	19	\$ 30.00	\$ 40.00
Baseball	Travel Team-Baseball (Coaches ONLY)	5	\$ 425.00	\$ 450.00
Basketball	2022 Training Camp - Basketball	33	<del>\$ 20.00</del>	
Basketball	2022 Training Camp - Basketball	13	<del>\$ 20.00</del>	
Basketball	2022 Youth Basketball College	36	\$ 30.00	\$ 50.00
Basketball	2022 Youth Basketball Pro	18	\$ 30.00	\$ 50.00
Flag Football	College (1st-2nd)	34	\$ 25.00	\$ 40.00
Flag Football	NFL FLAG (3rd-4th) Rookie	36	\$ 30.00	\$ 40.00
Flag Football	NFL FLAG (5th-6th) Pro	1	\$ 30.00	\$ 40.00
Golf(ish) Extravaganza	July Session 2022 - Golf(ish)	1	\$ 25.00	\$ 30.00
Golf(ish) Extravaganza	June Session 2022 - Golf(ish)	3	\$ 25.00	\$ 30.00
Growing Up Wild	Growing Up WILD 2022	22	\$ 10.00	\$ 25.00
Kickball	K-2nd Grade Co-Ed - 2022/23	22	\$ 10.00	\$ 15.00
Soccer	Champions (2nd-4th)	62	\$ 25.00	\$ 30.00
Soccer	MLS (K-1st)	74	\$ 25.00	\$ 30.00
Soccer	World Cup (5th-8th)	42	\$ 25.00	\$ 30.00
Soccer Clinics	2022 Youth Soccer Clinics K-2nd	33	\$ 20.00	\$ 25.00
Soccer Clinics	2022 Youth Soccer Clinics 3rd-6th	20	\$ 25.00	\$ 30.00
Softball	1st-3rd Grade Rec - 2022	41	\$ 30.00	\$ 40.00
Softball	4th-6th Grade Rec - 2022	4	\$ 30.00	\$ 40.00
Softball	Travel Team-Softball (Coaches ONLY)	3	\$ 425.00	\$ 450.00
Summer of Fun	July Session 2022	0	<del>\$ 25.00</del>	<del>\$ 30.00</del>
Summer of Fun	June Session 2022	9	\$ 25.00	\$ 30.00
Teeball	Teeball - 2022	82	\$ 25.00	\$ 35.00
Volleyball	College Division-3rd & 4th Grade	31	\$ 25.00	\$ 30.00
Volleyball	World Division-5th & 6th Grade	39	\$ 25.00	\$ 30.00
Youth Speed and Agility Training	July Session 2022 - Speed/Agility	0	<del>\$ 25.00</del>	<del>\$ 35.00</del>
Youth Speed and Agility Training	June Session 2022 - Speed/Agility	7	\$ 25.00	\$ 30.00
2022 Intro to Basketball	1st and 2nd Grade	32	\$ 25.00	\$ 30.00
2022 Intro to Basketball	Pre-K and K	44	\$ 10.00	\$ 15.00
<b>Total</b>		<b>1337</b>		

## AQUATIC CENTER FEES

2021-2022 Fees					Proposed Fee Structure		
<b>Open Swim</b>					<b>Open Swim</b>		
\$ 1.00					2 & under	Free	
\$ 3.00					3 & up	\$ 5.00	
<b>Lap Swim??</b>					<b>Lap Swim??</b>		
not an option						\$ 2.00	
<b>Punch Pass??</b>					<b>Punch Pass??</b>		
not an option					Open Swim	\$ 40.00	10 punches
not an option					Lap-Swim Only	\$ 18.00	10 punches
<b>Season Pass</b>		# sold			<b>Season Pass</b>	Early Bird Rate	Regular Rate
Resident Family	150	120	18000		1 person	\$ 75.00	\$ 90.00
Non-Resident	200	3	600		2 people	\$ 130.00	\$ 156.00
R Individual	75	30	2250		3 people	\$ 140.00	\$ 168.00
NR Individual	100	0	0		4 people	\$ 150.00	\$ 180.00
R Senior	25	12	300		5 people	\$ 160.00	\$ 192.00
NR Senior	30	2	60		6 people	\$ 170.00	\$ 204.00
R Senior Couple	40	4	160		7 people	\$ 180.00	\$ 216.00
NR Senior Couple	50	0	0		8+ people	\$ 190.00	\$ 228.00
	670	171	21370		Senior	\$ 25.00	\$ 30.00
<b>Swim Lessons</b>	8 45-minute sessions				<b>Swim Lessons</b>	8 45-minute sessions	
\$ 35.00					Group Lessons	\$ 40.00	min. 4/session
\$ 125.00					Private Lessons (5 30 min.)	\$ 125.00	
\$ 15.00					Private Lessons (5 15 min.)	\$ 95.00	
					Parent Child	\$ 30.00	
<b>Swim Team</b>					<b>Swim Team</b>		
\$ 30.00						\$ 50.00	
<b>Pool Party</b>					<b>Pool Party</b>		
1-hr	\$ 120.00	+guard fees			1-hr	\$ 150.00	+guard fees
2-hr	\$ 170.00	+guard fees			2-hr	\$ 200.00	+guard fees
Guard Fees	\$ 10.00	per hour			Guard Fees	\$ 20.00	per hour





February 6, 2023

Mr. Russ Farnum, City Administrator  
City of Monticello, Iowa  
200 East Frist Street  
Monticello, IA 52310

Dear Russ,

On Tuesday January 3, 2023 the City distributed information to banks interested in providing interim financing for the City's upcoming \$15,933,000 Sewer Revenue Loan. The loan will be a short term loan to fund a portion of the construction for the Wastewater Treatment Plant Improvement Project. The remainder of the project will be funded by a \$4,848,000 USDA Grant. Once fully drawn, the interim loan will be paid off with the proceeds from the USDA long term loan with an interest rate of 1.50%.

The City received bids back from the following banks:

- F&M Bank in syndicate with:
  - Ohnward Bank & Trust
  - Fidelity Bank
  - Citizens Bank
- CoBank
- Rural Water Financing Agency

PFM has calculated and estimated interest cost and summarized cost information in the table below:

CoBank		F&M Bank		Rural Water Financing Agency	
Interest Rate:	5.05% (SOFR + 0.75%)	Interest Rate:	5.25% (WSJ Prime - 2.25%)	Interest Rate:	4.75%
Rate Type:	Variable	Rate Type:	Fixed	Rate Type:	Fixed
Purchase Price:	\$15,929,500	Purchase Price:	\$15,933,000	Purchase Price:	\$15,933,000
Est. Interest Cost:	\$838,142	Est. Interest Cost	\$871,336	Est. Net Interest Cost:	\$879,966
Origination Fee:	<u>\$3,500</u>	Origination Fee:	<u>\$0</u>	Origination Fee:	<u>\$0</u>
Total Cost:	\$841,642	Total Cost:	\$871,336	Total Cost:	\$879,966
TIC:	5.1034%	TIC:	5.3078%	TIC:	5.3812%

**pfm**

801 Grand  
Suite 3300  
Des Moines, IA 50309  
515.243.2600

[pfm.com](http://pfm.com)



Observations and Considerations:

- Based on the interest rates indicated on the proposals received by the City, CoBank appears to be the lowest cost of borrowing by approximately \$33,193 or 4% of the total estimated interest cost.
- CoBank term sheet includes a variable rate that resets daily.
- F&M Bank and Rural Water Financing Agency both indicated an estimated rate that would be determined at the time of closing and would be fixed for the term of the loan.
- F&M Bank has partnered with other community banks that expressed interest in participating in the financing.
- All the estimated interest costs are subject change based on the specific terms of each proposal and the actual draw schedule on the loan.
- The letters of interest are attached for additional information.

In discussion with City Staff, PFM is comfortable recommending the City Council move forward with additional discussions using F&M Bank as the lender for the interim loan. I will be in attendance at the Council meeting on February 6 to discuss the bids received and answer any questions the Council may have.

Matthew Stoffel, CFA

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**PFM Financial Advisors LLC**

[stoffelm@pfm.com](mailto:stoffelm@pfm.com) | 515 724 5737 **OFFICE** | 515 201 0772 **CELL**

801 Grand Ave, Suite 3300 | Des Moines, IA 50309



6340 South Fiddlers Green Circle  
Greenwood Village, CO 80111  
800-542-8072  
www.cobank.com

January 4, 2023

TO: Dave Goedken, Mayor

Subject: CoBank Proposal for USDA Rural Development ("RD") project Interim Financing

On behalf of CoBank, ACB, I am pleased to present for your review the following Summary of Terms and Conditions.

<b>Borrower</b>	City of Monticello, IA
<b>Purpose</b>	Interim construction financing for USDA sewer project
<b>Amount (est.)</b>	Up to \$15,993,000 (RD Direct Loan Amount)
<b>Interest Rate*</b>	Tax Exempt Variable rate: Daily Simple SOFR (5 day lookback) plus 0.75% (currently 5.05%)
<b>Structure</b>	Bond Anticipation Note available for up to 36 months after closing; Multiple advance funding
<b>Prepayment penalty</b>	None
<b>Legal Fees to CoBank</b>	None
<b>Origination Fee to CoBank</b>	\$3,500 at closing – may be paid with Note proceeds if approved by RD
<b>Payment Frequency</b>	Monthly interest due on amount advanced during construction paid by ACH
<b>Repayment</b>	Principal due at maturity or immediately upon receipt of USDA RD direct loan funds; may be repaid in tranches
<b>Security</b>	Unsecured
<b>Funding</b>	Initial advance requires RD Interim Lender Letter to CoBank. All advances require RD approval.
<b>Proposal Expiration</b>	This proposal expires on May 31, 2023 unless otherwise extended or CoBank credit approval has been received.

\*Interest Rates quoted are subject to interest rate changes that may occur based upon market conditions.

This Summary of Terms and Conditions (this "**Summary**") is being presented to the **Borrower** by **CoBank, ACB ("CoBank")** for information and discussion purposes only. This Summary is intended to provide a summary of the primary terms and conditions of the proposed transaction between CoBank and the Borrower; however, this Summary does not contain all of the terms and conditions applicable to a credit facility provided by CoBank and ultimately contained in any loan documentation. CoBank's decision to extend credit to the Company is contingent upon completion to CoBank's satisfaction of all necessary due diligence and the preparation of final documentation in form and substance satisfactory to CoBank. This Summary is strictly confidential and may not be released to or discussed with any third party without the prior written consent of CoBank.

Julia McCusker  
Regional Vice President  
[jmccusker@cobank.com](mailto:jmccusker@cobank.com)  
720-317-5965

# F&M BANK

P O BOX 588 - MANCHESTER, IOWA 52057

*"The Right Choice"*

Russ Farnum  
City of Monticello  
200 E 1<sup>st</sup> Street  
Monticello, IA 52310

January 9<sup>th</sup>, 2023

To the Mayor and City Council of Monticello,

F & M Bank as the lead bank representing three community banking partners in Ohnward Bank & Trust, Fidelity Bank & Trust, and Citizens State Bank appreciates the City of Monticello's interest in obtaining financing terms to assist in the Wastewater Treatment Plant Improvement project it is facilitating. The following credit terms have been approved by all four (4) banks with closing expected to be in January or February of 2023. Upon the acceptance of these terms, please acknowledge your intent to have all Bank partners provide financing.

Borrower: City of Monticello  
Loan Purpose: Wastewater Treatment Plant Improvement Project

Loan Total: \$15,933,000

Rate: Wall Street Journal Prime minus (-) 2.25%, fixed at time of first advance  
- WSJ Prime currently 7.50% minus (-) 2.25%: Net Rate today 5.25%

Term: 3 years

Amortization: N/A

Draw Period: 36 Months, Multiple Advance.  
Monthly Payments: Monthly interest only payments for 36 months, followed by one principal payment via funding from the USDA.

Collateral: 1) USDA Takeout Letter  
2) Letter of Conditions from the USDA Rural Development dated June 30, 2022.

Loan Fee: None  
Prepay Penalty: None

3<sup>rd</sup> Party Fees: Fees incurred by the bank in association with the loan will be passed on to the borrower, including but not limited to, attorney fees, documentation fees, etc.

Estimated Closing: Assuming a closing date of late January or February of 2023  
Deposits: Borrower to maintain a deposit account associated with the project at F&M Bank through the life of the loan.

# F&M BANK

P O BOX 588 - MANCHESTER, IOWA 52057

*"The Right Choice"*

Participating Banks: It should be noted that the following community Banks intend to participate in the financing of this project:

- F & M Bank
- Citizens State Bank
- Fidelity Bank and Trust
- Ohnward Bank & Bank

Reporting: It is agreed that the Borrower will provide the Bank on an annual basis the following information:

- City of Monticello's annual audit
- Other available reporting documentation

F & M Bank, Ohnward Bank & Trust, Fidelity Bank & Trust, and Citizens State Bank truly appreciate the opportunity to provide financing for this community project that will benefit the entire Monticello community. Projects like this are what community banking is all about. We look forward to working with you.

Sincerely,



Keith Kramer  
Executive Vice President  
F&M Bank  
[kkramer@fmbank.biz](mailto:kkramer@fmbank.biz)

Acknowledged and agreed to this \_\_\_\_ day of January 2023.

\_\_\_\_\_  
Russ Farnum

\_\_\_\_\_  
Mayor of Monticello



[www.fmbankia.com](http://www.fmbankia.com)

PHONE 563-927-4475

FAX 563-927-2979



**RAYMOND JAMES®**

January 9, 2023

Mr. Russell Farnum  
City of Monticello  
200 E. First Street  
Monticello, IA 52310

Via Electronic Mail: [rfarnum@ci.monticello.ia.us](mailto:rfarnum@ci.monticello.ia.us)

Dear Mr. Farnum:

On behalf of our client, the Rural Water Financing Agency (the "Agency"), Raymond James & Associates, Inc. ("Raymond James"), is pleased to submit our interim financing proposal for the City of Monticello's (the "City") utility project. The Agency and Raymond James propose to provide the City with the lending capability, public finance expertise, USDA experience, and a proven history of providing interim financing for similar projects throughout the country.

✓ **LENDING CAPABILITY & USDA EXPERIENCE:** The Agency is an interlocal agency designed to allow participants of the Agency to join together for the purpose of financing water and wastewater projects on an interim basis. The Agency, its predecessor, and Raymond James have been providing USDA/SRF interim loans to borrowers since 1995. To date, these organizations have made over 1,200 interim loans for \$3.7 billion and 100% of these interim loans have been taken out successfully by USDA or SRF. While these statistics are not available, we believe this experience far surpasses any other firm or issuer in the country over the same time period for these types of projects.

✓ **PUBLIC FINANCE:** At a time when many investment banks have reduced or even eliminated their public finance divisions, Raymond James remains committed to serving the municipal market. Consisting of more than 180 professionals in some 38 locations nationwide, our Public Finance platform enjoys a powerful distribution network and one of the larger underwriting desks in the country.

✓ **EXPERIENCED TEAM:** The Raymond James bankers dedicated to the Agency and its borrowers are some of the most experienced in the business with a deep understanding of municipal finance, ratings, USDA finance, economic factors, city and utility systems, etc. This experience has led to the team's development of innovative financing structures, pre-marketing and marketing programs, and overall efficient deal management. The Rural Water Financing Agency team is comprised of water and wastewater professionals that understand the inner workings of utility operations and finance. Gary Larimore serves as President of the Rural Water Financing Agency and is the former Executive Director of the Kentucky Rural Water Association (40+ years).

✓ **FINANCIAL STABILITY:** Raymond James currently has more than \$4.3 billion in equity capital, including \$405 million in excess net capital. Unlike many firms that have suffered instability, Raymond James, because of our conservative nature, has continued to prosper in the current turbulent financial market. Our strong capital position gives us maximum flexibility to aggressively price and support the Agency's notes in difficult markets, which leads to a lower loan rate capability to the Agency's borrowers.

✓ **IOWA PRESENCE:** Raymond James is a proud member of many local communities in Iowa, with 52 financial advisors in 27 offices, located in cities such as West Des Moines, Iowa City, Davenport and Cedar Rapids, who cover more than 27,000 Iowa retail accounts.

The Agency and Raymond James have all of the necessary resources, skills and capabilities to successfully execute a loan solution to the City for its utility project. On the following pages we have included estimated rates and terms, a flow chart of the RWFA interim financing process and an efficient list of documents necessary to borrow from the Agency.

We very much look forward to working with you and your financial management team. Thank you for the opportunity to provide our unique qualifications. If you have any questions about our proposal or credentials, please do not hesitate to contact me or Gary Larimore, who will serve as your primary points of contact.

Respectfully submitted,



Nick Roederer  
Managing Director  
Raymond James

Cc: Mr. Matthew Stoffel - PFM

**NICK ROEDERER**  
Managing Director  
Public Finance

**RAYMOND JAMES**

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President



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## 1. Estimated Interim Loan Rates and Terms

### **RURAL WATER FINANCING AGENCY** *PROPOSAL TO: CITY OF MONTICELLO, IOWA*

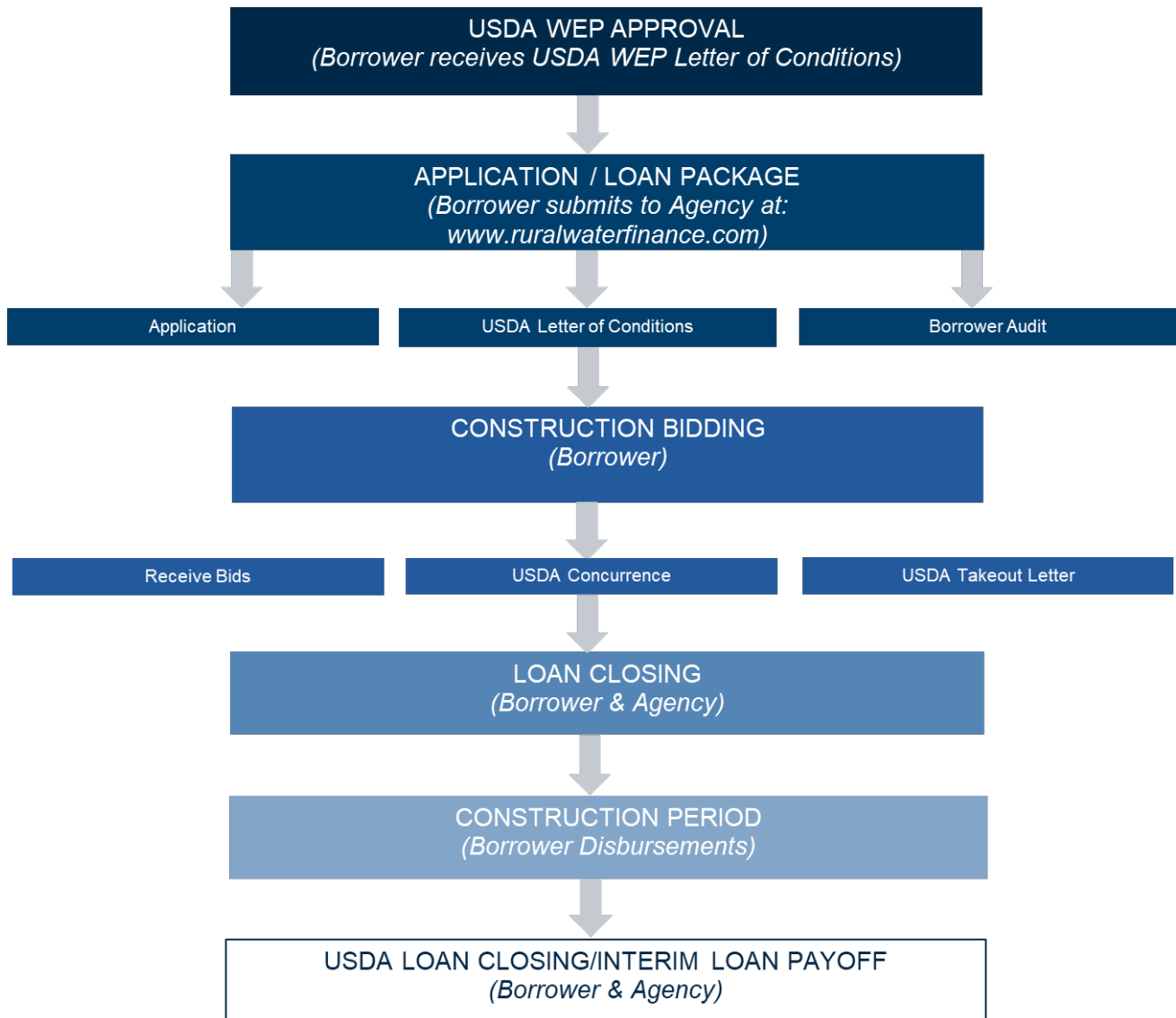
#### Estimated Interim Loan Terms

- Lender: Rural Water Financing Agency
- Borrower: City of Monticello, Iowa
- Amount: \$15,933,000 (maximum amount will be the USDA loan amount)
- Debt Instrument: Loan Agreement and Note
- Trustee: Regions Bank
- Estimated Closing Date: Approximately 30-45 days after receiving USDA Takeout Letter
- Estimated Maturity Date: Estimated construction completion plus 2 months
- Estimated Call Feature: Callable at par any time after approximately 9 months
- Principal Payable: At Maturity
- Interest Only Payments: 20<sup>th</sup> of every month (capitalized within loan amount)
- Primary Security: USDA Takeout Letter
- Costs of Issuance: \$0 from the Agency (the City's Finance Team may charge fees)
- Estimated Fixed Loan Rate: 4.75% (estimated as of January 9, 2023)
- Estimated Earnings Rate: 4.15% (estimated as of January 9, 2023)



## 2. RWFA Interim Process

Below is a flow chart of the RWFA interim financing process from the receipt of the Letter of Conditions to USDA loan closing and interim loan payoff.



### 3. Documentation

The Agency has made an effort to streamline the documentation process to benefit borrowers, counsels, USDA, etc. The following are the documents required to borrow from the Agency:

- A) Resolution authorizing the City's loan from the Agency
- B) Loan Agreement and Note (prepared by borrower counsel)
  - 1. Exhibit A – all terms, rates, dates, etc. of the loan
  - 2. Exhibit B – Disbursement Requisition Form to request funds from Trustee
  - 3. Exhibit C – Borrower's counsel opinion
  - 4. Exhibit D – USDA Takeout Letter
- C) Trustee Bank Forms
  - 1. Bank Disbursement Instructions (for wires to the borrower's bank)
  - 2. Incumbency Certificate (authorized signers)

### 4. Disclaimer

This term sheet proposal is not a commitment to lend. The Agency's interim financing is contingent upon formal approval of the borrower's participation in the program, receipt of all final loan documents, an executed USDA takeout letter, and availability of funds. Once an application is completed, we will forward the loan package to you and your counsel to review.

The information contained herein is solely intended to facilitate discussion of potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. While we believe that the outlined financial structure or marketing strategy is the best approach under the current market conditions, the market conditions at the time any proposed transaction is structured or sold may be different, which may require a different approach.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive.

Raymond James shall have no liability, contingent or otherwise, to the recipient hereof or to any third party, or any responsibility whatsoever, for the accuracy, correctness, timeliness, reliability or completeness of the data or formulae provided herein or for the performance of or any other aspect of the materials, structures and strategies presented herein. Raymond James is neither acting as your financial advisor nor Municipal Advisor (as defined in Section 15B of the Exchange Act of 1934, as amended), and expressly disclaims any fiduciary duty to you in connection with the subject matter of this Proposal.

Municipal Securities Rulemaking Board ("MSRB") Rule G-17 requires that we make the following disclosure to you at the earliest stages of our relationship, as underwriter, with respect to an issue of municipal securities: the underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the issuer and it has financial and other interests that differ from those of the issuer.

Raymond James does not provide accounting, tax or legal advice; however, you should be aware that any proposed transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and/or legal counsel.

Raymond James and affiliates, and officers, directors and employees thereof, including individuals who may be involved in the preparation or presentation of this material, may from time to time have positions in, and buy or sell, the securities, derivatives (including options) or other financial products of entities mentioned herein. In addition, Raymond James or affiliates thereof may have served as an underwriter or placement agent with respect to a public or private offering of securities by one or more of the entities referenced herein.

This Proposal is not a binding commitment, obligation, or undertaking of Raymond James. No obligation or liability with respect to any issuance or purchase of any Bonds or other securities described herein shall exist, nor shall any representations be deemed made, nor any reliance on any communications regarding the subject matter hereof be reasonable or justified unless and until (1) all necessary Raymond James, rating agency or other third party approvals, as applicable, shall have been obtained, including, without limitation, any required Raymond James senior management and credit committee approvals, (2) all of the terms and conditions of the documents pertaining to the subject transaction are agreed to by the parties thereto as evidenced by the execution and delivery of all such documents by all such parties, and (3) all conditions hereafter established by Raymond James for closing of the transaction have been satisfied in our sole discretion. Until execution and delivery of all such definitive agreements, all parties shall have the absolute right to amend this Proposal and/or terminate all negotiations for any reason without liability therefor.

City Council Meeting  
Prep. Date 02/02/2023  
Preparer: Sally Hinrichsen



Agenda Item: # 12-20  
Agenda Date: 02/06/2023

*Communication Page*

**Agenda Items Description:** Reports

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

**Attachments & Enclosures:**


**Fiscal Impact:**

Budget Line Item:  
Budget Summary:  
Expenditure:  
Revenue:


**Reports / Potential Actions:**

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