

City of Monticello, Iowa

www.ci.monticello.ia.us

Berndes Center Tour, October 21, 2024 at 5:00 pm
Meet at the Berndes Center, 766 N. Maple Street

Upcoming Tours: Aquatic Center and Storage Shed November 4
Police Department and EMS November 18
Community Center, Library, etc. December 2

Following the tours, Council will reconvene at the address below for the regular Council meeting.

City of Monticello, Iowa

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Monticello City Council Meeting October 21, 2024 at 6:00 p.m.
Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

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

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

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

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

Approval of Council Mtg. Minutes	October	7, 2024
Approval of Payroll	October	17, 2024
Approval of Bill List		
Approval of Monticello Eagles Club Special Event Liquor License for the Sacred Heart Gala at the Berndes Center	November	16

Resolutions:

1. **Resolution** Approving Pay Request #6 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$494,402.79
2. **Resolution** Authorizing and directing the City Clerk / Treasurer to write off debts as uncollectible
3. **Resolution** Approving Plats of Parcels 2024-48 and 2024-55
4. **Resolution** appointing Josh Brenneman to the Jones County EMS Board.
5. **Resolution** Approving engagement letter with Public Financial Management (PFM)
6. **Resolution** To Approve Development Agreement between City of Monticello and Highland Corp (hearing held 8-5-2024)
7. **Resolution** related to the financing of a project proposed to be undertaken by the City of Monticello, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code (Highland Corp)
8. **Resolution** setting the date for a public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder (Highland Corp)
9. **Resolution** Approving internal loan from Sewer Operating Fund to TIF Project Fund (Highland Corp)
10. **Resolution** Approving Bid by Kluesner for FY 25 Crack Sealing Project

Motions:

11. **Consideration and Possible Motion** regarding updated Fair Labor Standards rules and impact on certain City staff positions

Reports / Potential Actions:

12. City Engineer
13. Mayor
 - a. Appoint Tyler Freye to Park and Recreation Board to fill the remaining term of Katie Farrow
14. City Administrator
15. Library Director
16. Ambulance Director
17. City Clerk
18. Public Works Director
19. Police Chief
20. Water/Wastewater Superintendent
21. Park and Recreation Director

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

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

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

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

Topic: October 21, 2024 Council meeting
Time: Oct 21, 2024 06:00 PM Central Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/81126375342>

Meeting ID: 811 2637 5342

One tap mobile
+13017158592,,81126375342# US (Washington DC)
+13052241968,,81126375342# US

Dial by your location

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

- +1 646 931 3860 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 689 278 1000 US

Meeting ID: 811 2637 5342

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

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Regular Council Meeting
October 7, 2024, 6:00 P.M.
Community Media Center

Mayor Wayne Peach and Councilmembers Josh Brenneman, Dave Goedken, Candy Langerman, Mary Phelan, and Scott Brighton met at the Public Works facility located at 22059 Hwy 38 N to tour the facility prior to the Council meeting. Also present were City Clerk Sally Hinrichsen and Public Works Director Nick Kahler. No action was taken.

Mayor Wayne Peach called the meeting to order. Council present were: Josh Brenneman, Dave Goedken, Candy Langerman, Mary Phelan, and Scott Brighton. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Library Director Faith Brehm, Public Works Director Nick Kahler, Ambulance Director Lori Lynch, and Water/Wastewater Supt. Jim Tjaden. Council Member Jake Ellwood arrived during the meeting. The public was invited to attend the meeting in person, or to participate in the meeting electronically via “Zoom Meetings” or “Facebook” and were encouraged to communicate from the chat or message.

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

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

City Engineer filed the final assessment schedule covering the N. Chestnut Street Reconstruction Project. Langerman moved to approve Resolution #2024-140 Adopting Final Assessment Schedule for the N. Chestnut Street Reconstruction Project and Amending, Confirming and Levying the Assessments, Goedken seconded. Roll call was unanimous.

Goedken moved to approve Resolution #2024-141 Approving FY 2023-2024 Annual Urban Renewal Report, Brighton seconded. Roll call was unanimous.

Goedken moved to approve Resolution #2024-142 Approving the use of Tax Increment Financing receipts to cover a portion of the professional fees invoiced by Dorsey & Whitney LLP, the City’s bond counsel, in relation to the N. Chestnut Street Reconstruction Bond Issue, Brenneman seconded. Roll call was unanimous.

Langerman moved to approve Resolution #2024-143 Approving an agreement for the leasing, assignment, or sale of existing dark fiber located in the City of Monticello right of way by Interstate Power and Light Company, Goedken seconded. Roll call was unanimous.

Langerman moved to approve Resolution #2024-144 Approving revised quote for replacement security cameras at Monticello Municipal Airport from Infrastructure Technology Solutions, LLC, Monticello Iowa in the amount of \$11,633.95, Brighton seconded. Roll call was unanimous.

Langerman moved to approve Resolution #2024-145 Adopting Salary for the Ambulance Director, Brenneman seconded. Roll call was unanimous.

Regular Council Meeting
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Goedken moved to approve Resolution #2024-146 Approving Extension For Contract For Solid Waste Commercial Dumpster Unit Collection & Disposal Services, Brighton seconded. Roll call was unanimous.

Goedken moved to approve Resolution #2024-147 Approving Extension for Solid Waste Collection and Disposal and Recycling Collection Services, Langerman seconded. Roll call was unanimous.

Goedken moved to approve Resolution #2024-148 Adopting the City of Monticello Employee Handbook, Brenneman seconded. Roll call was unanimous.

Peach discussed items for the Council to consider regarding setting the goals and how it could affect the City long term.

Farnum reported attending a Main Street meeting in Ottumwa on downtown development, with Monticello Main Street Director Brian Wolken.

Farnum continues to work with the developers for Northridge Development and Stephen Development.

Farnum reported the Parks Department is planning a trail cleanup project next week, if anyone is available to assist.

Farnum advised the pool painting has been completed.

Farnum reported on November 10th the Parks Department will be working on the area for the proposed Outdoor Adventure Bike Park, behind Dollar Fresh. Contact the Park Department if you are interested in helping.

Farnum reported the new officer started on September 23rd and Police Chief Britt Smith is planning to introduce him to the Council at the next meeting.

Lynch reported the ambulance call numbers are higher. The truck committee is finalizing the proposed new ambulance plans for Council review and approval.

Hinrichsen reported the State has completed the City's annual audit on-site. They will be working to complete the audit report from their office.

Kahler advised that leaf pickup has started and reminded residents not to rake leaves into the street, but to place them along the curb.

Tjaden reported Eastern Iowa completed the work to fix the leaking water valves. He gave a brief update on the wastewater treatment facility project.

Brehm advised the seed library has closed for this year and they are looking for seeds for next year.

Regular Council Meeting
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Brehm reported the Library is looking into providing Kanopy service, which is a streaming service for libraries. It allows anyone with a library card to access their catalog of over 31,000 films, TV series, documentaries, independent films and world cinema right from home. Council member Jake Ellwood arrived to the meeting.

Council held a work session on goal setting. At the work session, Council decided that each Council member should compile their top ten goals to work on from the list and one they want to wait on. Council to forward their list to Farnum who will compile for the next meeting. No action was taken.

Council held a work session on the Urban Revitalization area. Farnum gave an overview of the Urban Revitalization process and what to consider when working on updating. No action was taken.

Langerman moved, Brighton seconded to go into closed session to discuss strategy with counsel in matters involving litigation pursuant to Iowa Code 21.5 (1)(c). Roll call unanimous.

Goedken moved, Ellwood seconded to return to open session. Roll call unanimous. Mayor announced that City Attorney Doug Herman will proceed as discussed in closed session.

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

Wayne Peach, Mayor

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - OCTOBER 17, 2024

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	September 30 - October 13, 2024				
Christian Bell	\$ 979.10	\$ -	0.00	0.00	\$ 815.93
Brian Bronemann	810.30	-	0.00	0.00	675.91
Jamie Coleman	2,300.76	83.16	0.00	2.63	1,793.62
Jordan Fullerton	1,409.48	-	0.00	0.00	1,158.37
Mason Hanson	138.60	-	0.00	0.00	119.39
Sonya Johnson	1,339.80	-	0.00	0.00	1,046.91
Jayna Koffron	377.12	-	0.00	0.00	324.85
Lori Lynch	3,331.54	-	0.00	0.00	2,211.11
Coletta Matson	2,986.83	769.23	0.00	40.50	1,930.72
Chloe Mogensen	720.72	-	0.00	0.00	492.84
Sky Monty	1,671.89	38.29	0.00	0.00	1,270.01
Hunter Schmidt	320.64	-	0.00	0.00	276.20
Shirlee Scott	2,137.60	-	0.00	0.00	1,603.86
TOTAL AMBULANCE	\$ 18,524.38	\$ 890.68	0.00	43.13	\$ 13,719.72
CEMETERY	September 30 - October 13, 2024				
Dan McDonald	\$ 2,284.14	\$ 177.73	0.00	0.00	\$ 1,674.55
TOTAL CEMETERY	\$ 2,284.14	\$ 177.73	0.00	0.00	\$ 1,674.55
CITY HALL	September 30 - October 13, 2024				
Cheryl Clark	\$ 2,288.00	\$ -	0.00	12.75	\$ 1,574.41
Russ Farnum	3,961.54	-	0.00	0.00	2,566.06
Sally Hinrichsen	3,192.54	-	0.00	0.00	1,944.95
Nanci Tuel	2,176.80	-	0.00	0.00	1,580.77
TOTAL CITY HALL	\$ 11,618.88	\$ -	0.00	12.75	\$ 7,666.19
COUNCIL / MAYOR					
Josh Brenneman	\$ 300.00	\$ -	0.00	0.00	\$ 276.78
Scott Brighton	300.00	-	0.00	0.00	276.78
Jake Ellwood	300.00	-	0.00	0.00	277.05
Dave Goedken	300.00	-	0.00	0.00	276.78
Candy Langerman	300.00	-	0.00	0.00	277.05
Wayne Peach	500.00	-	0.00	0.00	421.75
Mary Phelan	300.00	-	0.00	0.00	277.05
TOTAL COUNCIL / MAYOR	\$ 2,300.00	\$ -	0.00	0.00	\$ 2,083.24
LIBRARY	September 30 - October 13, 2024				
Faith Brehm	\$ 1,764.00	\$ -	0.00	0.00	\$ 1,342.89
Molli Hunter	1,305.60	-	0.00	0.00	1,032.83
Penny Schmit	1,549.60	-	0.00	0.00	1,090.00
TOTAL LIBRARY	\$ 4,619.20	\$ -	0.00	0.00	\$ 3,465.72
MBC	September 30 - October 13, 2024				
Grace Dupuy	\$ 1,655.77	\$ -	0.00	0.00	\$ 1,267.70
Jacob Oswald	2,533.92	-	0.00	0.00	1,914.42
TOTAL MBC	\$ 4,189.69	\$ -	0.00	0.00	\$ 3,182.12
POLICE	September 30 - October 13, 2024				
Dawn Graver	\$ 3,019.24	\$ -	0.00	0.00	\$ 2,194.20

PAYROLL - OCTOBER 17, 2024

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Erik Honda	3,275.13	56.15	0.00	6.00	2,433.03
Jordan Koos	3,165.12	-	0.00	13.50	2,134.72
Cole Millard	2,671.20	-	0.00	0.00	1,794.42
Keanan Shannon	2,851.20	-	0.00	0.00	1,978.83
Britt Smith	3,561.31	-	0.00	0.00	2,602.65
Madonna Staner	1,819.20	-	0.00	0.25	1,351.25
Brian Tate	3,396.12	-	0.00	0.00	2,532.95
TOTAL POLICE	\$ 23,758.52	\$ 56.15	0.00	19.75	\$ 17,022.05
ROAD USE	September 30 - October 13, 2024				
Zeb Bowser	\$ 2,066.40	\$ -	0.00	1.63	\$ 1,568.81
Jacob Gravel	2,066.40	-	0.00	1.88	1,519.76
Nick Kahler	2,578.35	-	0.00	0.00	1,832.70
Jasper Scott	2,066.40	-	0.00	0.63	1,595.93
TOTAL ROAD USE	\$ 8,777.55	\$ -	0.00	4.14	\$ 6,517.20
SEWER	September 28 - October 11, 2024				
Jim Tjaden	\$ 2,928.12	\$ -	0.00	0.00	\$ 2,116.09
TOTAL SEWER	\$ 2,928.12	\$ -	0.00	0.00	\$ 2,116.09
WATER	September 28 - October 11, 2024				
Scott Hagen	\$ 2,126.40	\$ -	0.00	25.50	\$ 1,670.52
Josh Willms	2,126.40	-	0.00	18.00	1,416.87
TOTAL WATER	\$ 4,252.80	\$ -	0.00	43.50	\$ 3,087.39
TOTAL - ALL DEPTS.	\$ 83,253.28	\$ 1,124.56	0.00	123.27	\$ 60,534.27

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
ALLIANT ENERGY-IES	201 E SOUTH ST PD		304.21		
IOWA STATE PRISON INDUSTRIES	PD MINOR EQUIPMENT		387.13		
JOHN DEERE FINANCIAL	PD VEHICLE OPERATING		1.99		
MONTICELLO COMM SCHOOL DISTRCT	PD FUEL		924.70		
SUNSET LAW ENFORCEMENT LLC	PD WEAPONS & AMMUNITION		281.80		
	110 POLICE DEPARTMENT TOTAL		1,899.83		
ANIMAL CONTROL					
ANIMAL WELFARE FRIENDS	ANIMAL CONTROL		105.00		
	190 ANIMAL CONTROL TOTAL		105.00		
STREET LIGHTS					
ALLIANT ENERGY-IES	416 E 2ND STREETLIGHTS		564.84		
	230 STREET LIGHTS TOTAL		564.84		
AQUATIC CENTER					
ALLIANT ENERGY-IES	811 S CEDAR ST POOL		351.79		
STATE HYGIENIC LABORATORY	POOL LAB TEST		14.50		
JOHN DEERE FINANCIAL	POOL BUILDING SUPPLIES		47.95		
	440 AQUATIC CENTER TOTAL		414.24		
CEMETERY					
ALLIANT ENERGY-IES	CEMETERY ELECTRIC		23.47		
MONTICELLO COMM SCHOOL DISTRCT	CEMETERY FUEL		293.22		
	450 CEMETERY TOTAL		316.69		
SOLDIER'S MEMORIAL BOARD					
ALLIANT ENERGY-IES	200 E 1ST ST		363.97		
	498 SOLDIER'S MEMORIAL BOARD TOTAL		363.97		
CLERK/CITY ADMIN					
MOLLI JENN HUNTER	JANITORIAL SERVICES		420.00		
	620 CLERK/CITY ADMIN TOTAL		420.00		
ENGINEER					
SNYDER & ASSOCIATES, INC	ENGINEERING FEES		3,181.50		
	640 ENGINEER TOTAL		3,181.50		
CITY HALL/GENERAL BLDGS					
ALLIANT ENERGY-IES	200 E 1ST ST		727.95		
CREATIVE FORMS & CONCEPTS, INC	CH OFFICE SUPPLIES		606.36		
IOWA LEAGUE OF CITIES	CH BUDGET WORKSHOP - FARNUM		95.00		
JOHN DEERE FINANCIAL	CH BUILDING SUPPLIES		7.99		
SYCAMORE MEDIA CORP	CH ADVERTISING		492.50		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	650 CITY HALL/GENERAL BLDGS TOTAL		1,929.80		
	001 GENERAL TOTAL		9,195.87		
MONTICELLO BERNDES CENTER					
PARKS					
ALLIANT ENERGY-IES	MBC ELECTRIC		1,434.75		
CENTRAL IOWA DISTRIBUTING INC	MBC EQUIP REPAIR/MAINT		47.00		
FAREWAY STORES #840-1	MBC CONCESSIONS		30.90		
MOLLI JENN HUNTER	JANITORIAL SERVICES		332.50		
JOHN DEERE FINANCIAL	MBC LEAGUE SUPPLIES		5.79		
LAPORTE MOTOR SUPPLY	MBC EQUIP REPAIR/MAINT		29.80		
STEVE MONK CONSTRUCTION	MBC MOWING CONTRACT		6,259.17		
MONTICELLO COMM SCHOOL DISTRCT	MBC FUEL		191.88		
WELTER STORAGE EQUIP CO., INC.	MBC OFFICE SUPPLIES		719.00		
	430 PARKS TOTAL		9,050.79		
	005 MONTICELLO BERNDES CENTER TOTAL		9,050.79		
FIRE					
FIRE					
ALLIANT ENERGY-IES	200 E SOUTH ST FIRE STATION		297.99		
HUGHES GARAGE & AUTO SALES LLC	FIRE VEHICLE REPAIR/MAINT		1,696.62		
INSURANCE ASSOCIATES, INC.	FIRE LIFE INSURANCE		1,273.00		
MCALIEER WATER CONDITIONING INC	FIRE SOFTENER SALT		26.40		
MONTICELLO COMM SCHOOL DISTRCT	FIRE FUEL		134.05		
	150 FIRE TOTAL		3,428.06		
	015 FIRE TOTAL		3,428.06		
AMBULANCE					
AMBULANCE					
ALLIANT ENERGY-IES	201 E SOUTH ST AMB		304.22		
IOWA DEPT OF HUMAN SERVICES	AMB REFUND		1,181.22		
MONTICELLO COMM SCHOOL DISTRCT	AMB FUEL		1,025.57		
	160 AMBULANCE TOTAL		2,511.01		
	016 AMBULANCE TOTAL		2,511.01		
LIBRARY					
LIBRARY					
ALLIANT ENERGY-IES	200 E 1ST ST		363.97		
BAKER & TAYLOR BOOKS	LIB BOOKS		294.56		
CULLIGAN TOTAL WATER -	LIB BUILDING SUPPLIES		30.30		
DUBUQUE FIRE EQUIPMENT, INC.	LIB OSHA		364.40		
MOLLI JENN HUNTER	JANITORIAL SERVICES		262.50		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
KANOPI INC	LIB PROCESSING	1,750.00			
MICRO MARKETING LLC	LIB AUDIO RECORDINGS	92.49			
	410 LIBRARY TOTAL	-----	3,158.22		
	041 LIBRARY TOTAL	-----	3,158.22		
AIRPORT					
AIRPORT					
ALLIANT ENERGY-IES	20373 HWY 38 AIRPORT ELECTRIC	28.25			
	280 AIRPORT TOTAL	-----	28.25		
	046 AIRPORT TOTAL	-----	28.25		
ROAD USE					
STREETS					
ALLIANT ENERGY-IES	20500 HWY 38/151 OVERPASS	143.40			
CRESCENT ELECTRIC SUPPLY CO.	RU LIGHT SYSTEMS & STRUCTURES	4,653.34			
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT	1,512.00			
FREESE MOTORS INC	RU EQUIP REPAIR/MAINT	210.30			
HENNICK TREE SERVICE LLC	RU TREE & STUMP REMOVAL	1,950.00			
IOWA STATE PRISON INDUSTRIES	RU STREET MAINTENANCE SUPPLIES	184.80			
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	90.46			
K&S MACHINING AND METAL	RU EQUIP REPAIR/MAINT	111.37			
KROMMINGA MOTORS INC	RU MINI HOE RENTAL	845.00			
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT	353.25			
STEVE MONK CONSTRUCTION	RU STREET MAINTENANCE CONTRACT	6,928.27			
MONTICELLO COMM SCHOOL DISTRCT	RU FUEL	617.72			
SPAHN & ROSE LUMBER CO INC	RU STREET MAINTENANCE SUPPLIES	21.99			
	210 STREETS TOTAL	-----	17,621.90		
	110 ROAD USE TOTAL	-----	17,621.90		
PARK IMPROVEMENT					
CAPITAL PROJECTS					
SPAHN & ROSE LUMBER CO INC	PARK IMP - HOLIDAY ON 1ST	601.77			
	750 CAPITAL PROJECTS TOTAL	-----	601.77		
	313 PARK IMPROVEMENT TOTAL	-----	601.77		
TIF PROJECT					
STREETS					
SNYDER & ASSOCIATES, INC	NORTH CHESTNUT STREET PROJECT	3,457.45			
	210 STREETS TOTAL	-----	3,457.45		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	325 TIF PROJECT TOTAL		3,457.45		
CAPITAL IMPROVEMENT STORM WATER FUND SNYDER & ASSOCIATES, INC	SIXTH STREET DITCH PROJECT		9,810.50		
	865 STORM WATER FUND TOTAL		9,810.50		
	332 CAPITAL IMPROVEMENT TOTAL		9,810.50		
BATY DISC GOLF COURSE PARKS STEVE MONK CONSTRUCTION	BATY DG MOWING		784.00		
	430 PARKS TOTAL		784.00		
	338 BATY DISC GOLF COURSE TOTAL		784.00		
TRUST/IOMA MARY BAKER LIBRARY CENTER POINT PUBLISHING MICRO MARKETING LLC	LIB BAKER BOOKS LIB BAKER BOOKS		50.34 45.60		
	410 LIBRARY TOTAL		95.94		
	503 TRUST/IOMA MARY BAKER TOTAL		95.94		
WATER WATER ALLIANT ENERGY-IES ELECTRIC PUMP INC SCOTT HAGEN HAWKINS WATER TREATMENT STATE HYGIENIC LABORATORY IOWA ONE CALL STEVE MONK CONSTRUCTION MONTICELLO COMM SCHOOL DISTRCT	WATER PUMP #4 WATER SYSTEM WATER SUPPLIES WATER SYSTEM WATER LAB TESTS WATER SYSTEM WATER SYSTEM WATER FUEL		2,543.98 984.40 6.42 591.17 58.00 38.35 56.67 172.52		
	810 WATER TOTAL		4,451.51		
	600 WATER TOTAL		4,451.51		
WATER CAPITAL IMPROVEMENT WATER SNYDER & ASSOCIATES, INC	WEST WELL GENERATOR		522.75		
	810 WATER TOTAL		522.75		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	604 WATER CAPITAL IMPROVEMENT TOTAL		522.75		
SEWER					
SEWER					
ALLIANT ENERGY-IES	1105 E 1ST ST		2,620.41		
BRIAN CROWLEY	SEWER EQUIP REPAIR/MAINT		1,003.90		
ELECTRIC PUMP INC	SEWER EQUIP REPAIR/MAINT		1,704.50		
FAREWAY STORES #840-1	SEWER LAB SUPPLIES		15.48		
FRESE MOTORS INC	SEWER VEHICLE OPERATING		520.42		
STATE HYGIENIC LABORATORY	SEWER LAB TESTS		1,109.50		
IOWA ONE CALL	SEWER SYSTEM		38.35		
JOHN DEERE FINANCIAL	SEWER SUPPLIES		32.96		
MONTECELLO COMM SCHOOL DISTRCT	SEWER FUEL		172.54		
MUNICIPAL SUPPLY INC	SEWER SUPPLIES		289.11		
	815 SEWER TOTAL		7,507.17		
	610 SEWER TOTAL		7,507.17		
SANITATION					
SANITATION					
MONTECELLO COMM SCHOOL DISTRCT	SANITATION FUEL		71.59		
REPUBLIC SERVICES	DUMPSTER COLLECTIONS		14,552.51		
	840 SANITATION TOTAL		14,624.10		
	670 SANITATION TOTAL		14,624.10		
YARD WASTE SITE					
SANITATION					
SYCAMORE MEDIA CORP	YARD WASTE ADVERTISING		508.80		
	840 SANITATION TOTAL		508.80		
	675 YARD WASTE SITE TOTAL		508.80		
STORM WATER					
STORM WATER FUND					
STEVE MONK CONSTRUCTION	STORMWATER MAINTENANCE		191.66		
	865 STORM WATER FUND TOTAL		191.66		
	740 STORM WATER TOTAL		191.66		
	Accounts Payable Total		87,549.75		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND NAME	AMOUNT
001 GENERAL	9,195.87
005 MONTICELLO BERNDES CENTER	9,050.79
015 FIRE	3,428.06
016 AMBULANCE	2,511.01
041 LIBRARY	3,158.22
046 AIRPORT	28.25
110 ROAD USE	17,621.90
313 PARK IMPROVEMENT	601.77
325 TIF PROJECT	3,457.45
332 CAPITAL IMPROVEMENT	9,810.50
338 BATY DISC GOLF COURSE	784.00
503 TRUST/IOMA MARY BAKER	95.94
600 WATER	4,451.51
604 WATER CAPITAL IMPROVEMENT	522.75
610 SEWER	7,507.17
670 SANITATION	14,624.10
675 YARD WASTE SITE	508.80
740 STORM WATER	191.66

TOTAL FUNDS	87,549.75



October 7, 2024

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

RE: CONTRACTOR'S APPLICATION FOR PAYMENT #6 - WASTEWATER
TREATMENT PLANT IMPROVEMENTS – BILL BRUCE BUILDERS, INC

Dear Mayor and City Council:

Enclosed for your review and approval is the Contractor's Application for Payment #6 for work completed on the Wastewater Treatment Plant Improvement Project.

Application for Payment includes costs associated with general conditions, submittals, continued work on installing rebar, setting precast for the biosolids equipment building, roughing in electrical and plumbing for biosolids building and setting concrete forms for biosolids storage wall pours.

I have reviewed the application for payment and find it in agreement with the work completed to date. I, therefore, recommend approval of the Application for Payment #6 in the amount of **\$494,402.79** to Bill Bruce Builders, Inc.

Respectfully,

SNYDER & ASSOCIATES, INC.

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

Nick Eisenbacher, P.E.
Project Engineer

Enclosure: Bill Bruce Builders, Inc Contractor's Application for Payment #6

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

Contractor's Application for Payment

Owner: <u>City of Monticello</u>	Owner's Project No.: <u>120.1109.08</u>
Engineer: <u>Snyder & Associates, Inc.</u>	Engineer's Project No.: <u>120.1109.08</u>
Contractor: <u>Bill Bruce Builders, Inc.</u>	Contractor's Project No.: <u>20231024</u>
Project: <u>Wastewater Treatment Plant (WWTP) Improvements</u>	
Contract: <u>Wastewater Treatment Plant Improvements</u>	
Application No.: <u>6</u>	Application Date: <u>9/26/2024</u>
Application Period: From <u>9/1/2024</u>	to <u>9/30/2024</u>

1. Original Contract Price	\$ 23,448,000.00 -
2. Net change by Change Orders	\$ 763,990.30 -
3. Current Contract Price (Line 1 + Line 2)	\$ 24,211,990.30 -
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,843,289.93 -
5. Retainage	
a. <u>5%</u> X <u>\$3,539,741.15-</u> Work Completed	\$ 176,987.06
b. <u>5%</u> X <u>\$ 303,548.78-</u> Stored Materials	\$ 15,177.44
c. Total Retainage (Line 5.a + Line 5.b)	\$ 192,164.50
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 3,651,125.43 -
7. Less previous payments (Line 6 from prior application)	3,156,722.64
8. Amount due this application	\$ 494,402.79-
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 20,560,864.87 -

Contractor's Certification

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


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

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

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

Contractor: Bill Bruce Builders, Inc.

Signature:  **Date:** 9/26/2024

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Project Engineer</u>	Title: _____
Date: <u>10/7/2024</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Owner's Project No: 120.1109.08
 Engineer's Project No: 120.1109.08
 Contractor's Project No: 20231024

Application No.: **6** From 9/1/2024 to 9/30/2024 Application Date: 09/26/24

A ITEM #	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED & STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
Original Contract								
1	Insurance - Bond	175,724.00	175,724.00			175,724.00	100%	0.00
2	Insurance - Builders Risk	36,000.00	36,000.00			36,000.00	100%	0.00
3	Insurance - General Liability	135,000.00	135,000.00			135,000.00	100%	0.00
4	Preconstruction	12,000.00	12,000.00			12,000.00	100%	0.00
5	General Conditions - 36 Months	2,002,468.00	278,120.55	55,624.11		333,744.66	17%	1,668,723.34
6	Submittals	50,000.00	43,500.00	2,000.00		45,500.00	91%	4,500.00
7	Concrete Reinforcing	1,207,086.00	137,390.16	100,944.97		238,335.13	20%	968,750.87
8	Cast-In-Place Concrete	950,000.00	81,180.73	40,555.75		121,736.48	13%	828,263.52
9	Rebar Labor	1,000,000.00	60,000.00	80,000.00		140,000.00	14%	860,000.00
10	Concrete - Aeromod	1,610,500.00				0.00	0%	1,610,500.00
11	Concrete - BioSolids	927,500.00	350,000.00	50,000.00		400,000.00	43%	527,500.00
12	Concrete - Generator	12,800.00				0.00	0%	12,800.00
13	Concrete - Controls & UV Building	260,000.00				0.00	0%	260,000.00
14	Concrete - Truck Dump Oil Sand Interceptor	30,000.00				0.00	0%	30,000.00
15	Concrete Paving	130,000.00				0.00	0%	130,000.00
16	Mobilization	300,000.00	30,000.00			30,000.00	10%	270,000.00
17	Placement on Project	179,200.00		25,000.00		25,000.00	14%	154,200.00
18	Digging for Electrical/Concrete around pipes	100,000.00				0.00	0%	100,000.00
19	Sluice Gates/Slides Gates Install	50,000.00				0.00	0%	50,000.00
20	Liquid Process Pipe Install	50,000.00				0.00	0%	50,000.00
21	Shaftless Screw Conveyor - Labor	20,000.00				0.00	0%	20,000.00
22	Secondary Containment Scale - Labor	10,000.00				0.00	0%	10,000.00
23	Ploymer Blending and Feed Equipment - Labor	10,000.00				0.00	0%	10,000.00
24	Rotary Press System - Labor	20,000.00				0.00	0%	20,000.00
25	Precast Structural Concrete - Engineering	24,000.00	24,000.00			24,000.00	100%	0.00
26	Precast Structural Concrete - Wall Panels	368,127.00	130,359.00	18,406.35		148,765.35	40%	219,361.65
27	Precast Structural Concrete - 10" Hollowcore	96,927.00				0.00	0%	96,927.00
28	Precast Structural Concrete - 8" Hollowcore	28,760.00	28,760.00			28,760.00	100%	0.00
29	Precast Structural Concrete - Trucking	16,320.00		5,712.00		5,712.00	35%	10,608.00
30	Precast Structural Concrete - Wash	14,100.00				0.00	0%	14,100.00
31	Precast Strueutral Concrete - Caulking & Grouting	45,500.00				0.00	0%	45,500.00
32	Precast & Steel Erection	199,400.00		35,340.00		35,340.00	18%	164,060.00
33	Masonry	150,000.00		15,000.00		15,000.00	10%	135,000.00
34	Structural Steel Fabrication	199,750.00	107,000.00			107,000.00	54%	92,750.00
35	Rough Carpentry - Labor	66,000.00				0.00	0%	66,000.00
36	Demolition of Metal Panels	12,800.00				0.00	0%	12,800.00
37	Metal Panel Install	45,980.00				0.00	0%	45,980.00
38	EPDM Roofing	192,400.00				0.00	0%	192,400.00
39	Sectional Doors	76,462.00				0.00	0%	76,462.00
40	FRP Aluminum Hybrid Doors	77,155.00			70,006.22	70,006.22	91%	7,148.78
41	Aluminum Framed Entrances and Storefronts	30,090.00	1,500.00			1,500.00	5%	28,590.00
42	Painting	124,931.00				0.00	0%	124,931.00
43	Specialties	8,030.00				0.00	0%	8,030.00
44	Lab Equipment - End Loader	179,000.00	179,000.00			179,000.00	100%	0.00
45	Lab Equipment - Hotsy Pressure Washer	7,800.00				0.00	0%	7,800.00

46	Refrigerated Composite Sampler	27,500.00				0.00	0%	27,500.00
47	Plumbing / HVAC	499,980.00	92,330.00			92,330.00	18%	407,650.00
48	Electrical - General Conditions (temp pwer, submittals & Mob)	144,025.00	21,603.75	14,402.50		36,006.25	25%	108,018.75
49	Electrical - Service Equipment	675,000.00	13,982.47		66,378.74	80,361.21	12%	594,638.79
50	Electrical - Site Work	310,613.00		21,742.90		21,742.90	7%	288,870.10
51	Electrical - Building Power and Equipment	310,612.00				0.00	0%	310,612.00
52	Lagoon Sludge Removal	93,900.00				0.00	0%	93,900.00
53	SWPPP Installation	43,795.00	1,608.00			1,608.00	4%	42,187.00
54	SWPPP Inspections	14,600.00	3,400.00	350.00		3,750.00	26%	10,850.00
55	Retaining Walls	43,207.00				0.00	0%	43,207.00
56	MOBILIZATION	219,649.00	64,844.78			64,844.78	30%	154,804.22
57	TOPSOIL STRIP SALVAGE SPREAD	58,971.00	5,710.00			5,710.00	10%	53,261.00
58	SITE GRADING	148,842.00	11,349.00			11,349.00	8%	137,493.00
59	ROCK SURFACING AND SUBBASE	62,214.00				0.00	0%	62,214.00
60	WATER MAIN AND SERVICES	322,021.00	129,571.98			129,571.98	40%	192,449.02
61	PRV VALVE VAULT	61,312.00				0.00	0%	61,312.00
62	4" SANITARY FORCE MAIN	34,589.00				0.00	0%	34,589.00
63	8" SANITARY GRAVITY MAIN	72,519.00				0.00	0%	72,519.00
64	10" SANITARY FORCE MAIN	19,920.00				0.00	0%	19,920.00
65	16" SANITARY GRAVITY MAIN	21,984.00				0.00	0%	21,984.00
66	18" SANITARY GRAVITY MAIN	128,356.00				0.00	0%	128,356.00
67	SANITARY MANHOLES	254,293.00				0.00	0%	254,293.00
68	MH-11 DIGESTED SLUDGE PS & VV	94,292.00				0.00	0%	94,292.00
69	EFFLUENT PS & VV	424,757.00				0.00	0%	424,757.00
70	BYPASS PUMPING	145,830.00				0.00	0%	145,830.00
71	STORM SEWER AND DRAIN TILE	59,390.00				0.00	0%	59,390.00
72	TRUCK DUMP TANK & SANITARY	52,864.00				0.00	0%	52,864.00
73	STRUCTURE EXCAVATION	334,347.00	38,535.00			38,535.00	12%	295,812.00
74	STRUCTURE BACKFILL	283,748.00				0.00	0%	283,748.00
75	STRUCTURE SUBBASE	204,903.00	21,929.00			21,929.00	11%	182,974.00
76	DEMO	304,279.00	5,878.57			5,878.57	2%	298,400.43
77	DEWATERING	164,411.00				0.00	0%	164,411.00
78	Wall Mounted Walkways - Install	34,000.00				0.00	0%	34,000.00
79	Stop Logs / Stainless Steel Sluices Gates & Slide Gates	94,800.00				0.00	0%	94,800.00
80	Split-Clarator Secondary Clarifier	688,417.00				0.00	0%	688,417.00
81	Wall Mounted Aerators	371,879.00				0.00	0%	371,879.00
82	Sludge Management	10,959.00				0.00	0%	10,959.00
83	Plant Process Controls	123,612.00				0.00	0%	123,612.00
84	Wall mounted Walkways	308,612.00				0.00	0%	308,612.00
85	Actuagted Valves	93,971.00				0.00	0%	93,971.00
86	Sluice Gates & Hand Lift Stop Plates	21,206.00				0.00	0%	21,206.00
87	Aeration Blower and Controls	649,681.00				0.00	0%	649,681.00
88	Probe Module & Sensor Probes	19,213.00				0.00	0%	19,213.00
89	Clarifier Algae Control	20,857.00				0.00	0%	20,857.00
90	Bio-P Selector Tank Mixing	65,643.00				0.00	0%	65,643.00
91	Installation Materials and Spare Parts	91,750.00				0.00	0%	91,750.00
92	Manufacturer's Services	14,500.00				0.00	0%	14,500.00
93	Freight	14,400.00				0.00	0%	14,400.00
94	Variable Frequency Motor Controllers / Controls / Submersible Pumps	1,514,000.00				0.00	0%	1,514,000.00
95	Fabricated Stainless Steel - Labor	100,750.00	9,125.00			9,125.00	9%	91,625.00
96	Fabricated Stainless Steel - Materials	170,000.00	9,706.08		121,266.82	130,972.90	77%	39,027.10
97	Ultraviolet Disinfection Equipment - Placement for Fabrication	45,897.00				0.00	0%	45,897.00
98	Ultraviolet Disinfection Equipment - Submittals	45,897.00	45,897.00			45,897.00	100%	0.00
99	Ultraviolet Disinfection Equipment - Equipment	45,897.00			45,897.00	45,897.00	100%	0.00
100	Ultraviolet Disinfection Equipment - Start-Up	15,299.00				0.00	0%	15,299.00
101	Girt Classifying & Washer	104,099.00				0.00	0%	104,099.00
102	Cheemical Containments & Seales / Polymer Blending & Feed Equipment Chemical Feed / Shaftless Screw Conveyor	280,527.00				0.00	0%	280,527.00
103	Liquid Process Piping - Man Holes, Valves, and Piping	190,648.00	2,717.64	1,214.06		3,931.70	2%	186,716.30
104	Fournier - Rotary Press Submittals	75,220.95	75,220.95			75,220.95	100%	0.00
104.1	Fournier - Rotary Press	426,252.05				0.00	0%	426,252.05
105	Utility Materials - Piping, valves, vaults	931,480.00	86,568.16	4,734.35		91,302.51	10%	840,177.49
Orginal Contract Totals		\$ 23,448,000.00	\$ 2,449,511.82	\$ 471,026.99	\$ 303,548.78	\$ 3,224,087.59	\$ 0.14	\$ 20,223,912.41

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Owner's Project No: 120.1109.08
 Engineer's Project No: 120.1109.08
 Contractor's Project No: 20231024

Application No.: 5 From 9/1/2024 to 9/30/2024 Application Date: 09/26/24

A ITEM #	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED & STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
			Change Orders					
1	Unsuitable Soils	763,990.30	615,702.34	3,500.00		619,202.34	81%	144,787.96
						0.00	#DIV/0!	0.00
						0.00	#DIV/0!	0.00
						0.00	#DIV/0!	0.00
						0.00	#DIV/0!	0.00
						0.00	#DIV/0!	0.00
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						0.00	#DIV/0!	0.00
						0.00	#DIV/0!	0.00
						0.00	#DIV/0!	0.00
Change Order Totals		\$ 763,990.30	\$ 615,702.34	\$ 3,500.00	\$ -	\$ 619,202.34		\$ 144,787.96

Original Contract and Change Orders								
Project Totals		\$ 24,211,990.30	\$ 3,065,214.16	\$ 474,526.99	\$ 303,548.78	\$ 3,843,289.93		\$ 20,368,700.37

Stored Materials Summary

Contractor's Application for Payment

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

Owner's Project No: 120.1109.08
 Engineer's Project No: 120.1109.08
 Contractor's Project No: 20231024

Application No.: 41 Application Period: From 9/1/2024 to 9/30/2024

Application Date: 09/26/24

A ITEM NO. LUMP SUM TAB	B SUPPLIER INVOICE NO.	C SUBMITTAL NO. (WITH SPECIFICATION SECTION NO)	D DESCRIPTION OF MATERIALS OR EQUIPMENT STORED	E STORAGE LOCATION	F APPLICATION NO NO. WHEN MATERIALS PLACED IN STORAGE	G MATERIALS STORED			J INCORPORATED IN WORK			M MATERIALS REMAINING IN STORAGE (I-L) (\$)							
						H PREVIOUS AMOUNT STORED (\$)	I AMOUNT STORED THIS PERIOD (\$)	J AMOUNT STORED TO DATE (G+H) (\$)	K AMOUNT PREVIOUSLY INCORPORATED IN THE WORK (\$)	L AMOUNT INCORPORATED IN THE WORK THIS PERIOD (\$)	M TOTAL AMOUNT INCORPORATED IN THE WORK (J+K) (\$)								
26	Pay App #1		Wall Panels	Advanced Precast	1	130,359.00		130,359.00		\$	130,359.00	130,359.00	0.00						
28	Pay App #2		8" Hollowcore	Advanced Precast	1	28,760.00		28,760.00		\$	28,760.00	28,760.00	0.00						
49	Pay App #1		Service Equipment - Electrical Distribution Storage	Westphal & Company	2	40,500.00		40,500.00				0.00	40,500.00						
49	Pay App #2		Service Equipment - Electrical Distribution Storage	Westphal & Company	2	25,878.74		25,878.74				0.00	25,878.74						
96	Pay App #1		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	3	92,818.94		92,818.94				0.00	92,818.94						
40	Pay App #1		FRP Aluminum Hybrid Doors	Opening Specilists, Inc	3	17,226.22		17,226.22				0.00	17,226.22						
49	Pay App #2		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	4	15,097.90		15,097.90				0.00	15,097.90						
	Pay App #2		FRP Aluminum Hybrid Doors	Opening Specilists, Inc	4	52,780.00		52,780.00				0.00	52,780.00						
	Pay App #3		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	5	13,349.98		13,349.98				0.00	13,349.98						
	Pay App #6		Ultraviolet Disinfection Equipment	Enaqua	6	45,897.00		45,897.00				0.00	45,897.00						
								0.00				0.00	0.00						
								0.00				0.00	0.00						
								0.00				0.00	0.00						
								0.00				0.00	0.00						
								0.00				0.00	0.00						
								0.00				0.00	0.00						
Totals						\$	462,667.78	\$	-	\$	462,667.78	\$	-	\$	159,119.00	\$	159,119.00	\$	303,548.78

The City of Monticello, Iowa

RESOLUTION

Approving Pay Request #6 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$494,402.79

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

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

WHEREAS, Bill Bruce Builders, Inc. has submitted their sixth pay request in the amount of \$494,402.79 which has been reduced by the contractually agreed upon 5% retainer, and

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

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the sixth pay request from Bill Bruce Builders, Inc., in the amount of \$494,402.79, same reflecting the maintenance of a 5% retainer in the current amount of \$192,164.50 for work completed and stored materials.

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 21st day of October 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 10/14/2024
Preparer: Sally Hinrichsen



Agenda Item: # 2
Agenda Date: 10/21/2024

Communication Page

Agenda Items Description: **Resolution** Authorizing and directing the City Clerk / Treasurer to write off debts as uncollectible

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: The State Auditor has recommended that we take the bad debt to Council to be written off, to clear up the accounts.

Staff Recommendation: Staff recommends that Council approves Resolution

The City of Monticello, Iowa

RESOLUTION

Authorizing and directing the City Clerk / Treasurer to write off debts as uncollectible

WHEREAS, the City of Monticello Treasurer has reviewed the utility accounts for the following:

Previous Owner Name	Amount	Reason
Primis Investments	\$1.14	Property sold (Primis is in FL)
Joan Siebels	\$28.52	Property sold (Siebels resides in NY)
Gloria Dirks	\$41.11	Deceased
Marc Bradley	\$151.91	Property sold (to City)
Erin LaBarge	\$168.37	Deceased
MCLD Corp.	\$253.77	101 North Main Street (property sold)
MCLD Corp.	\$31.90	419 East 1 st Street (property sold)
MCLD Corp.	\$121.63	417 East 1 st Street (property sold)
Blue Inn	\$1741.04	250 North Main Street (property sold)

, and

WHEREAS, the City Clerk / Treasurer has informed the Monticello City Council that it is advisable for the City to write-off certain such accounts when determined to be delinquent and uncollectible as bad debts, all reasonable efforts having been exhausted, and

WHEREAS, the City Clerk /Treasurer has recommended to the Council that the debt listed above, are uncollectible, bad debts, that should be written off the books of the City of

Monticello, and the Council, after discussion, agrees with the recommendation of the Clerk / Treasurer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby authorize the City Clerk / Treasurer to write off as uncollectible the list previously listed in this resolution.

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 21st day of October, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 10/16/2024
Preparer: Russell Farnum



Agenda Item: # 3
Agenda Date: 10/21/2024

Communication Page

Agenda Items Description: Plats of Parcels 2024-48 and 2024-55 (Picray to Bader)

Type of Action Requested: Resolution

Attachments & Enclosures:
Resolution
Plat(s) and Location Map

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

Summary: Mark and Terry Bader have their property on River Road for sale, and discovered their fence is on the neighbor’s property. The neighboring property owners, Ron and Jane Picray, have agreed to sell that land containing the fence to the Baders.

These two plats accomplish that goal. The 1st one (Parcel 2024-48) separates the parcel from the remaining Picray property, so that the Baders can buy the land and combine it with their property. The second plat (Parcel 2024-55) combines that triangle of land with the remainder of the Bader property, so a remnant parcel is not created.

Recommendation: The Planning and Zoning Board reviewed this request at their October 15 meeting, and recommended approval by a vote of 4-0 (Kray absent). Approval is recommended.

The City of Monticello, Iowa

RESOLUTION NO.2024-

Approving the Plats of Parcels 2024-48 and 2024-55, all in Jones County, Iowa

WHEREAS, There has been filed with the City Clerk for approval of two parcel plats, Parcel 2024-48 dividing a parcel for sale (Picray to Bader), and Parcel 2024-55, combining Parcel 2024-48 into Bader's property, all in Jones County, Iowa, and

WHEREAS, The City Planning and Zoning Board has reviewed the Plats and recommended approval, and

WHEREAS, Said Plats have been examined by the City Council and they find that the same conforms to the statutes and ordinances relating thereto; and

WHEREAS, The City Council concurs that the Plats of Parcels 2024-48 and 2024-55, all in Jones County, Iowa, should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Plats of Parcels 2024-48 and 2024-55, all in Jones County, Iowa.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 21st day of October, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

INDEX LEGEND

LOCATION: PART OF THE NW1/4 SW1/4 - SECTION 15, T86N, R3W
 PROPRIETORS: RONALD L. PICRAY AND JANE A. PICRAY
 REQUESTOR: TERRY BADER
 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

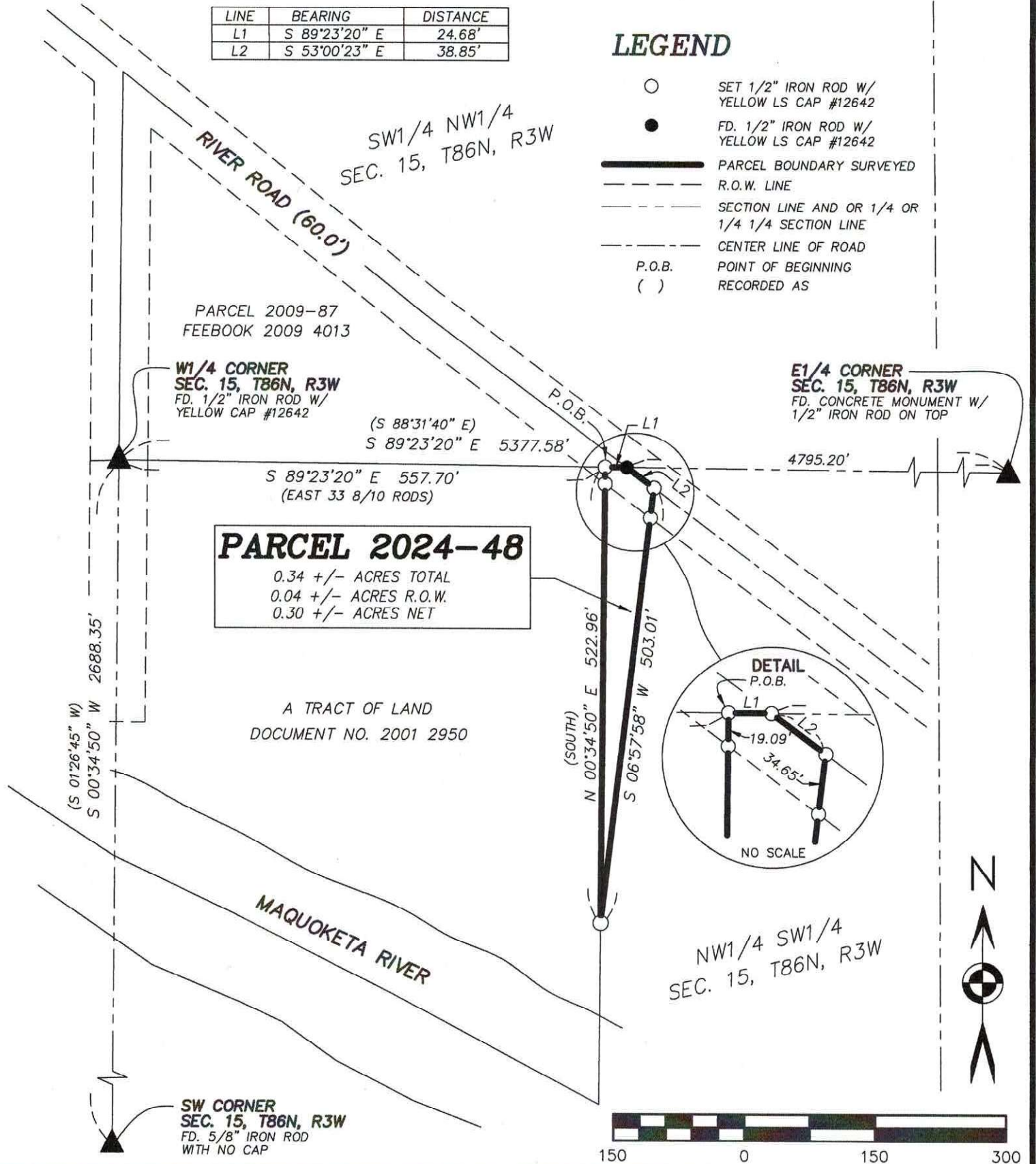
PLAT OF SURVEY

PARCEL 2024-48 PART OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIFTEEN (15), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, JONES COUNTY, IOWA

LINE	BEARING	DISTANCE
L1	S 89°23'20" E	24.68'
L2	S 53°00'23" E	38.85'

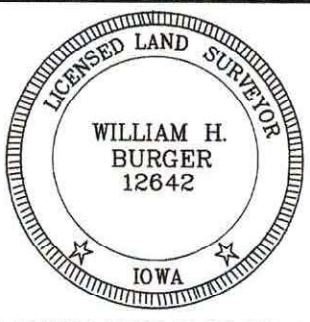
LEGEND

- SET 1/2" IRON ROD W/ YELLOW LS CAP #12642
- FD. 1/2" IRON ROD W/ YELLOW LS CAP #12642
- PARCEL BOUNDARY SURVEYED
- - - R.O.W. LINE
- - - SECTION LINE AND OR 1/4 OR 1/4 1/4 SECTION LINE
- - - CENTER LINE OF ROAD
- P.O.B. POINT OF BEGINNING
- () RECORDED AS



PARCEL 2024-48
 0.34 +/- ACRES TOTAL
 0.04 +/- ACRES R.O.W.
 0.30 +/- ACRES NET

A TRACT OF LAND
 DOCUMENT NO. 2001 2950



DATE OF SURVEY: 9/30/2024
 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 10/2/24
 WILLIAM H. BURGER #12642 DATE

SHEET 1 OF 3
 SCALE: 1" = 150'
Wm. Burger
LandSurveyor
 510 3rd Street West Court
 Worthington, Iowa 52078

INDEX LEGEND

LOCATION: PARCEL 2024-48 IN SEC. 15, T86N, R3W
 PART OF THE NW1/4 SW1/4 IN SEC. 15, T86N, R3W

PROPRIETORS: TERRY L. BADER

REQUESTOR: TERRY BADER

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

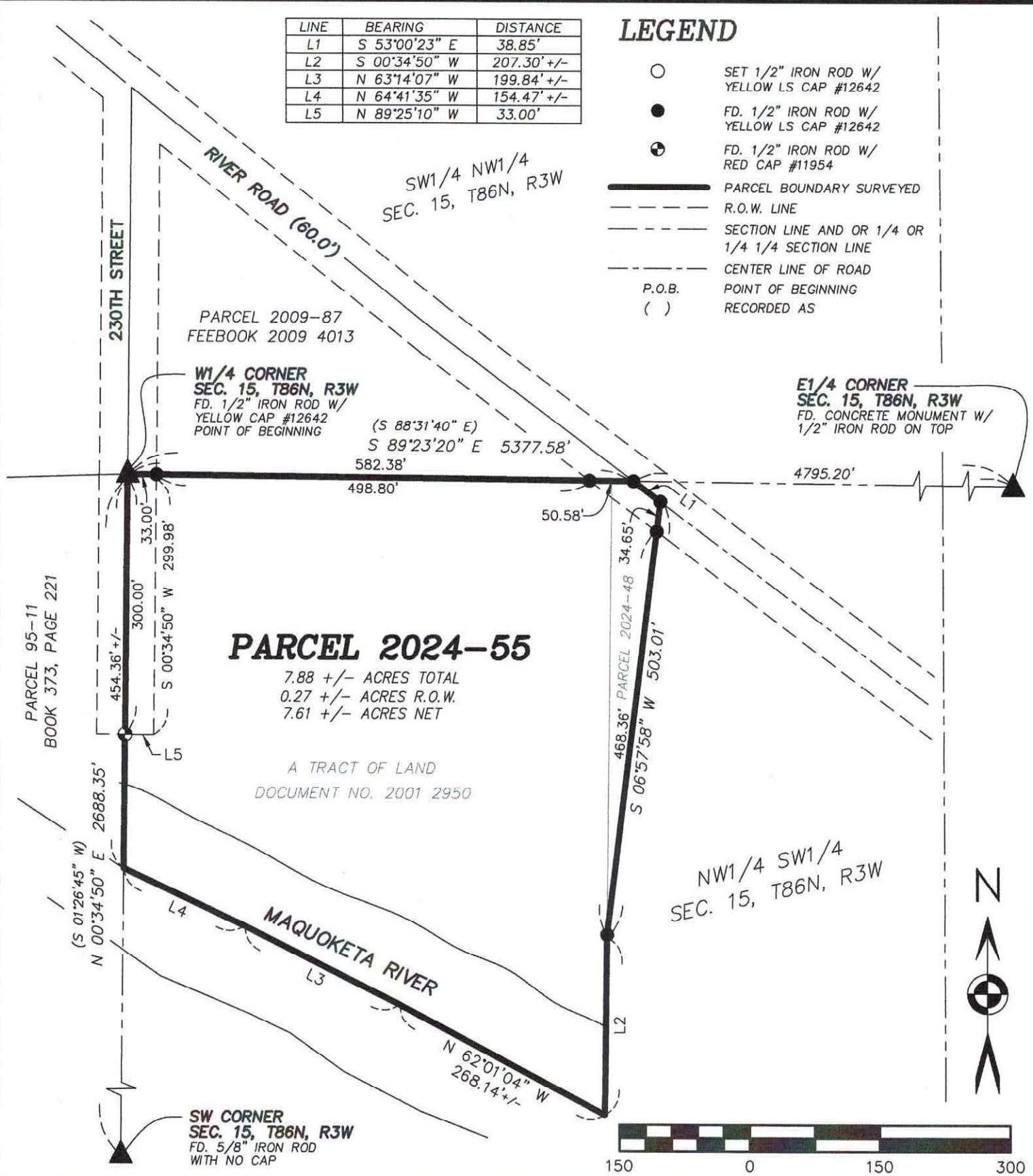
PLAT OF SURVEY

PARCEL 2024-55 COMPRISED OF PARCEL 2024-48 AND PART OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4), ALL IN SECTION FIFTEEN (15), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, JONES COUNTY, IOWA

LINE	BEARING	DISTANCE
L1	S 53°00'23" E	38.85'
L2	S 00°34'50" W	207.30' +/-
L3	N 63°14'07" W	199.84' +/-
L4	N 64°41'35" W	154.47' +/-
L5	N 89°25'10" W	33.00'

LEGEND

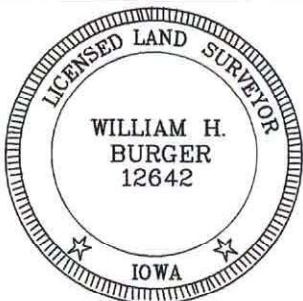
- SET 1/2" IRON ROD W/ YELLOW LS CAP #12642
- FD. 1/2" IRON ROD W/ YELLOW LS CAP #12642
- ⊕ FD. 1/2" IRON ROD W/ RED CAP #11954
- PARCEL BOUNDARY SURVEYED
- - - R.O.W. LINE
- - - SECTION LINE AND OR 1/4 OR 1/4 1/4 SECTION LINE
- - - CENTER LINE OF ROAD
- P.O.B. POINT OF BEGINNING
- () RECORDED AS



PARCEL 2024-55

7.88 +/- ACRES TOTAL
 0.27 +/- ACRES R.O.W.
 7.61 +/- ACRES NET

A TRACT OF LAND
 DOCUMENT NO. 2001 2950



DATE OF SURVEY: 9/30/2024 SHEET 1 OF 3
 PROPRIETORS: SEE INDEX LEGEND SCALE: 1" = 150'

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 A. Burger 10/2/24
 WILLIAM H. BURGER #12642 DATE

Wm. Burger
LandSurveyor
 510 3rd Street West Court
 Worthington, Iowa 52078

City Council Meeting
Prep. Date: 10/15/2024
Preparer: Russell Farnum



Agenda Item: # 4
Agenda Date: 10/21/2024

Communication Page

Agenda Items Description: Appoint Josh Brenneman to County EMS Board

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution

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

Summary: Some positions and appointments require a Resolution of the Council to make the appointment, this is one.

The City’s appointee to the County EMS Board is current Chris Lux, who also served on the MEMT and a number of other emergency services groups and boards. She longer wishes to serve.

Josh Brenneman has accepting many of the other similar appointments and is willing to take on this Board as well.

Recommendation: Approval is recommended.

RESOLUTION NO. 2024-___

**RESOLUTION APPOINTING JOSH BRENNEMAN TO THE
JONES COUNTY EMS BOARD**

WHEREAS, the City of Monticello, Iowa had previously appointed Chris Lux to the Jones County EMS Board, but after years of faithful service, Lux no longer wishes to serve; and

WHEREAS, Councilmember Josh Brenneman is willing to accept said appointment.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of Monticello, Iowa, located in Jones County, Iowa, do hereby appoint Councilmember Josh Brenneman to the Jones County EMS Board.

PASSED AND APPROVED this 21st day of October, 2024.

Wayne Peach, Mayor

ATTEST:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 10/15/2024
Preparer: Russell Farnum



Agenda Item: # 5
Agenda Date: 10/21/2024

Communication Page

Agenda Items Description: Approve Engagement Letter with PFM

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution

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

Summary: PFM is the City’s financial advisory firm and has done quality work for the City for years. Under Iowa law, the City must engage the services of a financial advisory firm prior to considering and issuing a bond.

The City must engage their services prior to issuing the TIF Bond for the Northridge Estates (Highland Corp.) project.

The service fees are a proportion to the size of the bond and in this case, 1% of the bond amount or \$5,000 minimum, which will be the \$5,000. This fee will be paid out of the bond proceeds.

Recommendation: Approval is recommended.

The City of Monticello, Iowa

RESOLUTION

Approving engagement letter with Public Financial Management (PFM)

WHEREAS, The City of Monticello is desirous of contracting with PFM to assist the City with the review and analysis of options related to funding and financing Capital Projects, and

WHEREAS, PFM has proposed an Engagement Letter that sets out various terms and provisions to provide, municipal advisory services related to the financial planning and development of planning models for various capital projects, infrastructure and TIF developments, and

WHEREAS, The City Council finds that engaging with PFM consistent with the terms of the engagement letter is in the best interests of the City, that the consideration of multiple funding options and generally planning for the various Capital Project including the Northridge subdivision and Stephen subdivision projects are not only sizable, but very important undertaking, and, therefore, execution of the proposed Engagement Letter should be approved.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Monticello, Iowa does hereby approve of the proposed Engagement Letter and authorizes City Staff to work with PFM moving forward, consistent with the terms of the engagement letter and of this Resolution.

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 21st day of October, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



October 7, 2024

Russ Farnum
City Administrator
City of Monticello, IA
200 East First Street
Monticello, IA 52310

Dear Russ,

The purpose of this letter (this “Engagement Letter”) is to confirm our agreement that PFM Financial Advisors LLC (“PFM”) will act as financial advisor to the City of Monticello, Iowa (the “Client”) in connection with financial planning and debt issue development services. PFM will provide, upon request of the Client, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task.

pfm

801 Grand
Suite 3300
Des Moines, IA 50309
515.243.2600

pfm.com

PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. As of the date of this letter, Client has **not** designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption.”). Client agrees not to represent that PFM is Client’s IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, without PFM’s prior written consent.

MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM’s Disclosure Statement delivered to Client prior to or together with this Engagement Letter.

PFM’s services will commence as soon as practicable after the receipt of this Engagement Letter by Client and a request by Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this Engagement Letter shall be completed as agreed in writing in advance between the Client and PFM. Upon request of Client, an affiliate of PFM or a third party referred or otherwise introduced by PFM may agree to additional services to be provided by such affiliate or third party, by a separate writing, including separate scope and compensation, between Client and such affiliate or third party.

For the services described in Exhibit A, PFM’s professional fees will be paid as provided in Exhibit B. All fees shall be due to PFM within thirty (30) days of the date of invoice. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any cost for graphics, printing, data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.



This Engagement Letter shall remain in effect, unless canceled in writing by either party upon thirty (30) days written notice to the other party. Upon any such termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of Client; provided that PFM retains the right to enter into a sale, merger, internal reorganization, or similar transaction involving PFM's business without any such consent.

All information, data, reports, and records ("Data") in the possession of Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Engagement Letter and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

All notices and other communication required under this Engagement Letter will be in writing, sent by certified mail, return receipt requested, or by nationally recognized courier, with written verification of receipt. Notices shall be addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to Client copies of any and all material pertaining to this Engagement Letter.

The Des Moines office of PFM will provide the services set forth in this Engagement Letter. PFM may, from time to time, supplement or otherwise amend team members. The Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should Client make such a request, PFM will promptly suggest a substitute for approval by Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter, PFM shall have no liability to any party under this Engagement Letter.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint ventures of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter. Nothing in this Engagement Letter is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Engagement Letter or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.



This Engagement Letter shall be construed, enforced, and administered according to the laws of the State of Iowa. PFM and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Engagement Letter, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between Client and an affiliate of PFM or a third party referred or introduced by PFM shall not in any way be deemed an amendment or modification of this Engagement Letter. The invalidity in whole or in part of any provision of this Engagement Letter shall not void or affect the validity of any other provision.

Please have an authorized official of Client acknowledge receipt of this Engagement Letter and respond to us to acknowledge the terms of this engagement.

Sincerely,

PFM FINANCIAL ADVISORS LLC

Jon Burmeister
Managing Director

Matthew Stoffel
Director



EXHIBIT A **SCOPE OF SERVICES**

Financial planning and debt issue development services (Includes short term financings, bonds, loans, letters of credit and line of credit). Upon the request of Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cashflow requirements, if necessary.
- If appropriate, develop credit rating presentation and coordinate with Client the overall presentation to rating agencies.
- Assist Client in the procurement of other services relating to debt issuance such as printing, paying agent and registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond resolutions.
- If required, PFM will complete a parity certificate if required by the authorizing resolutions of outstanding parity debt.
- Review the terms, conditions and structure of any proposed debt offering undertaken by Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors with respect to the furnishing of data for offering documents. PFM will assist Client in the preparation of the offering document, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents and that the ultimate responsibility remains with Client.
- Provide regular updates of bond market conditions and advise Client as to the most advantageous timing for issuing its debt.
- Advise Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make definitive recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction.
- Preparation and delivery of bond financing record to Client.

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801 Grand
Suite 3300
Des Moines, IA 50309
515.243.2600

pfm.com



EXHIBIT B
COMPENSATION FOR SERVICES

1. Fixed Rate Transaction Fees

For financial planning and debt issue development services related to the issuance of debt, PFM will be paid a one-time fee based on the type of debt issue and the par amount of each bond series, as listed in the table below. Transaction fees are payable upon closing.

Amount of Issue ¹⁾	Proposed Not to Exceed Municipal Advisor Fee ²⁾
General Obligation Debt Fees	
Under \$1,000,000	Greater of \$5,000 or 1% of Issue Price
\$1,000,000 to \$4,999,999	\$15,000
\$5,000,000 to \$9,999,999	\$17,500
\$10,000,000 to \$14,999,999	\$20,000
\$15,000,000 to \$19,999,999	\$22,500
\$20,000,000 to \$29,999,999	\$27,500
\$30,000,000 to \$39,999,999	\$35,000
Over \$40,000,000	\$42,500 plus \$0.60 per \$1,000
Revenue Bonds	125% of the GO Debt Fee

1) Amount of issue based on final issue price (i.e., gross production).

2) Fee schedule valid through June 30, 2025 with 3% annual inflation adjustments effective July 1, 2025.

In the event the engagement is terminated, and PFM has performed significant work outlined in the scope of services, fees for work performed will be billed at the time of termination. Fees will be generally based upon the following hourly rates for the indicated levels of experience or their equivalents.

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director	\$350.00
Director	\$300.00
Senior Managing Consultant	\$250.00
Senior Analyst	\$200.00
Analyst	\$175.00
Municipal Bond Assistant	\$125.00

2. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, printing, telephone, postage, data processing fees, internet posting and other ordinary costs which are incurred by PFM.



801 Grand
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Des Moines, IA 50309
515.243.2600

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EXHIBIT C
INSURANCE STATEMENT

PFM has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$5 million and \$5 million single loss/ \$10 million aggregate, respectively. PFM also carries a \$5 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

1. Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision
Cyber Liability \$100,000
General Liability \$0
Professional Liability (E&O) \$200,000
Financial Institution Bond \$50,000

2. Insurance Company & AM Best Rating

Professional Liability (E&O)	Lloyds of London; (A; Stable)
	AXIS Surplus Insurance Company; (A; Stable)
Financial Institution Bond	Berkley Regional Insurance Company; (A+; Stable)
Cyber Liability	Greenwich Insurance Company (A+; Stable)
General Liability	Valley Forge Insurance Company; (A; Stable)
Automobile Liability	Continental Insurance Company; (A; Stable)
Excess/Umbrella Liability	Continental Insurance Company; (A; Stable)
Workers Compensation & Employers Liability	Continental Insurance Company; (A; Stable)

City Council Meeting
Prep. Date: 10/15/2024
Preparer: Russell Farnum



Agenda Item: # 6
Agenda Date: 10/21/2024

Communication Page

Agenda Items Description: Approve Development Agreement with Highland Corp. for development of Northridge Estates 5th Addition

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution Agreement

Fiscal Impact:
Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Summary: On August 5, the Council held a public hearing on this proposed agreement, but did not approve the agreement as it was awaiting review by Bond Counsel and finalization of the payout procedures.

These have been accomplished and the agreement is ready to move forward.

Recommendation: Approval is recommended.

DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Highland Corp)

Monticello, Iowa

August 5, 2024

A meeting of the City Council of the City of Monticello, Iowa, was held at the Monticello Renaissance Center, Community Media Room, Monticello, Iowa, 6:00 o'clock p.m., on August 5, 2024, pursuant to the rules of the Council.

The Mayor Wayne Peach presided and the roll was called, showing members present and absent as follows:

Present: Wayne Peach, Jake Ellwood, Mary Phelan, Scott Brighton, Candy Langerman, Josh Brenneman and Dave Goedken.

Absent: None

Mayor opened Public Hearing on proposed Development Agreement with Highland Corp. No public comments were received. Mayor closed the hearing. Farnum advised the agreement is being reviewed, but has not yet been fully vetted by the City Attorney, Bond Counsel, or the developer; and will bring agreement back to Council for final approval.

Mayor opened the public hearing on designation of Amended Monticello Urban Renewal Plan, to include Highland Corp Project. No public comments were received. Mayor closed the hearing. Brenneman moved to approve Resolution #2024-111 To Approve Amendment to Urban Renewal Plan to include Development Agreement and Economic Incentives to Highland Corp, Langerman seconded. After due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: Langerman, Brenneman, Langerman, Goedken, Ellwood, Phelan and Brighton.

Nays: None.

Abstained: None.

Whereupon, the Mayor declared said resolution duly adopted.

RESOLUTION NO. 2024-__

**Approving Development Agreement between City of Monticello
and Highland Corp. Related to the Development of Northridge Estates 5th
Addition**

WHEREAS, the City of Monticello, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Monticello Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in various Urban Renewal Areas pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with Highland Corp. (the “Developer”) with respect to the construction of a 12-lot single family home subdivision on Lot 2 of Northridge Estates 3rd Addition, a portion of the tract of land having PIN 0216300045 to the City of Monticello, County of Jones, State of Iowa, and

WHEREAS, the Development Agreement would provide financial incentives to the Developer in the form of payments for a portion of the public infrastructure necessary to construct the subdivision, and

WHEREAS, the City Council has previously scheduled and held a public hearing on the proposed Development Agreement, on August 5, 2024, at 6:00 p.m.

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Monticello, Iowa, on this 21st day of October, 2024, by the approval of this Resolution, does hereby approve the proposed Development Agreement and incentives offered therein.

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 21st day of October, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

Preparer Info: Doug Herman, Monticello City Attorney, 200 E. 1st St., Monticello, IA 52310 Ph: 319.465.6435

Development Agreement

City of Monticello, Iowa and Highland Corp.

Northridge Estates Fifth Addition – City of Monticello

TIF Grant

Approved by City Council

October __, 2024

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) by and between the City of Monticello, Iowa, hereinafter referred to as the “City” and Highland Corp., hereinafter referred to as “Developer” is hereby made and entered this ____th day of October, 2024.

WHEREAS, the City and Developer have determined it appropriate for them to partner in regard to the costs associated with the installation of infrastructure, including but not limited to streets, sanitary and storm sewer, lighting, utility extensions, and other common infrastructure elements, related to the development of property owned by Developer and set out in a Final Plat identified and known as “Northridge Estates Fifth Addition – City of Monticello”, and

WHEREAS, the City’s desire and agreement to partner with Developer is tied to City’s desire to see more opportunities for new housing development which is necessary and desirable to provide a variety of housing, eliminate current housing shortages, and support economic development and the growth of the City’s tax base, and

WHEREAS, the final plat has been reviewed by the City Planning and Zoning Board and subsequently approved by the Monticello City Council, and

WHEREAS, Chapters 15A, 384 and 403 of the Iowa Code authorize cities to provide infrastructure improvements for economic development and offer grants, loans or other financial incentives in furtherance of the objectives of urban renewal and economic development and to appropriate such funds and make such expenditures as may be necessary to realize those purposes, and to levy taxes and assessments for those purposes; and

WHEREAS, the Monticello City Council has approved and adopted an urban renewal plan for the area within which lies the Northridge Estates Fifth Addition, and provided by ordinance for the division of property taxes in same as a TIF District; and

WHEREAS, the City Council has determined that this Agreement is in the best interests of the City and its residents and that the performance by the City of its obligations hereunder is a worthy public undertaking in furtherance of the City’s urban renewal plan; and,

WHEREAS, the City Council has determined that using TIF District funding in accordance with this Agreement is in the best interests of the City and its residents as the low- and moderate-income housing set-aside provides additional incentives for more housing development that serves a variety of citizens, being therefore a worthy public undertaking in furtherance of the City’s urban renewal plan; and,

WHEREAS, this Agreement and the City’s performance hereunder is in furtherance of appropriate economic development activities of the City within the meaning of Chapters 15A and 403 of the Iowa Code; and,

WHEREAS, the City and Developer agree that certain improvements (collectively the “Improvements”), are needed to facilitate development of Northridge Estates Fifth Addition.

NOW THEREFORE, the City and Developer in consideration of the terms, covenants, and conditions herein set forth, enter into the following Agreement for the development of the Addition:

1. OBLIGATIONS OF DEVELOPER Developer shall perform the following activities in conjunction with development.

(A) Platting Process: Developer will obtain approval from the City for its final plat for the Northridge Estates Fifth Addition and for all plans and specifications for all infrastructure improvements within the development to be dedicated to the City and shall unconditionally give, grant, convey and dedicate those improvements, including streets and street lights, to the City free and clear of all liens and encumbrances. Acceptance of development improvements shall be determined solely by the City Council. The Council may require changes in the plans and specifications for the improvements as a condition to its acceptance of the improvements.

The final plat for the Addition shall comply with all Jones County, City of Monticello, State and Federal laws and regulations, including, but not limited to, subdivision ordinances, zoning ordinances and environmental regulations.

(B) Street Extension and Utilities: Developer agrees that the street as shown by the previously approved Final Plat of Northridge Estates Fifth Addition shall be constructed as one project and/or one phase, so that all proposed lots, currently numbered 1 through 12 will each be served by appropriate utilities and street frontage.

(C) Storm Water Retention: Developer and its successors agree that the proposed Detention Area adjacent to Lot 8 and Lot 9 shall not be dedicated to the City but shall be owned by the owners of lots adjacent to Lot 8 and 9, each of which will be responsible for day-to-day mowing and maintenance (cleaning leaves and debris, etc.). The City shall have the right to enter the Detention Area and may perform major maintenance (removal of silt, excess fill, cleaning of inlet and/or outlet pipes, etc.) if necessary.

(D) Developer Contracts: Developer shall be responsible for the arrangement and contracting associated with all engineering costs and expenses related to the preparation of plans and specifications and bid related documents including documents associated with the awarding the contract, including construction supervision and/or management on the project. Said costs will all be considered as part of the “Infrastructure Improvement Costs” as defined subsequently herein.

(E) City Inspections: Developer and City agree that the City will bear the costs of regular and typical inspections of the construction by the City Engineer or designee. Said costs shall be borne by the City and are not part of the Infrastructure Improvement Costs, but may be included as part of the bonding anticipated for participation in this project. In no case shall the cost of City inspections be used to reduce the amount owed the Developer.

(F) Indemnification: Developer and its successors and assigns agree to indemnify and hold the City safe and harmless from all liability, loss or expense, including reasonable attorney fees that the City may be exposed to as a result of the claims, demands, costs, or judgments arising in connection with the activities contemplated under this Agreement. Developer also agrees to indemnify City for any reasonable attorney fees or expenses incurred in connection with defending itself from any such claim, or in enforcing the terms and conditions of this Agreement.

(G) Proof of Financing: Developer, by their execution of this Developer's Agreement, certifies that it has the financing needed to pay for Developer's share of the improvements to be developed in Northridge Estates Fifth Addition.

(H) Tax-Exempt Entities Developer agrees that at no time during the lifetime of any City debt or City obligation of financial assistance to Developer for the Development shall Developer sell or turn over control of any property within the Development to a tax-exempt entity, without the written consent of the City.

(I) Legal Fees Developer and City each agree to pay their own legal fees in connection with the negotiation, drafting and authorization of this Agreement.

2. OBLIGATIONS OF CITY

(A) Grant to Developer. The City agrees to pay the Developer, as an economic development grant, an amount not to exceed \$309,000, said "Infrastructure Improvement Costs" to include and be specifically limited to:

Costs associated with construction of the City-related infrastructure ("public improvements") necessary for the development of Northridge Estates Fifth Addition, said costs to all be included within the bid specifications and the contract documents signed by the Developer and the successful contractor. Generally speaking, same to include sanitary and storm sewer improvement installation, street construction, and/or water mains and appurtenances, as shown on the Engineers Cost Opinion, attached hereto as Exhibit A. Construction costs do not include the costs associated with sidewalk installation at any point within the development, landscaping or green space improvements within the development, or costs associated with the specific development or re-development of any "lot" within the development. Also excluded will be any costs associated with electric, gas, cable, phone, or other non-City utility improvements.

City will pay for its own inspection of all infrastructure improvements, by the City Engineer if it so chooses, which shall not be included as, or borne by, the Grant to Developer.

City to pay developer the aforementioned grant as follows:

- 1). **Monthly Payments**: Developer shall submit, subject to the approval of the City Engineer, a report of work completed with a request for a progress payment for the construction of the public improvements; not more than once every 30 days. The City Engineer shall confirm the amounts, quantities, and quality of the work completed for payout. The City shall then pay the Developer seventy percent (70%) of the public improvements completed, as verified by the City Engineer.

- 2). The remaining balance owed on the grant, between the payments and the full amount of \$309,000, shall be paid by the City to the Developer upon completion of the public and private improvements, at which point the lots are ready for sale.

(B) It is anticipated that the City will issue bonds or notes (the “Bonds”) to pay a share of the costs of the grant to the Developer. The City is responsible to pay the City’s costs to secure the bonds or notes. The parties hereby acknowledge that the City intends to use Urban Renewal incremental property tax (TIF) revenues, as provided for in Section 403.19 of the Code of Iowa.

ADDITIONAL PROVISIONS

(A) Third Parties and Developer’s successors and/or assigns shall have no recourse against the City under this Agreement.

(B) Any additional financial assistance provided by the City to Developer, other than provided in this Agreement, shall require additional action of the City Council and shall require the City and Developer to enter into a negotiated agreement wholly separate from this Agreement. There is no guarantee or assurance of additional City financial assistance.

(C) Breach of the terms of this Agreement by Developer shall be grounds for termination of this Agreement, denial of building permits, occupancy permits or other permits, or any other legal or equitable remedies available to the City. Notwithstanding any other language to the contrary, in the event of breach of this Agreement by Developer, City shall give notice of such breach to Developer. Developer shall have 60 days from receipt of such notice to cure the breach before the City may terminate this Agreement.

(D) If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, then that shall not affect the validity of the remaining portions of this Agreement.

(E) The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by resolution of the City Council. The City’s failure to promptly take legal action to enforce this Agreement shall not operate as a waiver or a release.

(F) Developer’s obligations under this Agreement shall continue in full force and effect unless Developer is released in writing by the City even if Developer sells a portion or all of the Development. All subsequent purchasers of property within the Development shall be bound by the terms of this Agreement.

(G) No member of the City Council or other official of the City shall participate in any decision relating to the Agreement which affects his or her personal interests or the interests of Developer or the interests of any entity in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by Developer or its successors of any obligations under the terms of this Agreement.

(H) Except as otherwise expressly provided for in this Agreement, notices, demands or other communications under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to:

In the case of Developer, to:

Highland Corp.
Jerry Hinrichs

with a copy to:

Highland Corp.
Attn: Joe Oswald

In the case of the City, to:

City Administrator
City of Monticello
200 E. 1st Street
Monticello, IA 52310

with a copy to:

City Clerk
City of Monticello
200 E. 1st Street
Monticello, IA 52310

(I) This Agreement will be governed and construed in accordance with the laws of the State of Iowa.

(J) This Agreement shall govern the dealings between the City and the Developer with respect to the Development.

(K) This Agreement and all promises and covenants herein expressed shall be deemed a covenant running with the land and shall be binding on Developer and its successors and assigns in interest.

(L) Notwithstanding any language above to the contrary, the prevailing party in any litigation arising out of or related to this Agreement shall be entitled to reimbursement for its reasonable attorney fees and court costs.

4. MINIMUM ASSESSMENT AGREEMENT

Developer agrees with the terms and conditions of the Minimum Assessment Agreement, attached hereto as Exhibit "B".

5. EXPIRATION/TERMINATION

This agreement expires at the completion and dedication of the public improvements, and expiration of the "warranty period" on the public improvements as outlined the Monticello Municipal Code.

IN WITNESS WHEREOF, The City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereto duly affixed, and Developer has caused this Agreement to be duly executed in its name and on its behalf, on the date first above written.

For the CITY OF MONTICELLO, IOWA

By _____
Wayne Peach, Mayor

ATTEST:

By: _____
Sally Hinrichsen, City Clerk

For HIGHLAND CORP.

By: _____
Jerry Hinrichs

By: _____
Joe Oswald

STATE OF IOWA)
) §
COUNTY OF JONES)

On this ___ day of _____, 2024, before me a Notary Public in and for said County, personally appeared to me personally known, who being duly sworn, did say that they are the respectively, , created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Jones County, Iowa

STATE OF IOWA)
) §
COUNTY OF JONES)

This instrument was acknowledged before me on the ____ day of _____, 2024, by ,
Members, of Highland Corp..

Notary Public in and for Jones County, Iowa

City Council Meeting
Prep. Date: 10/15/2024
Preparer: Russell Farnum



Agenda Item: # 7
Agenda Date: 10/21/2024

Communication Page

Agenda Items Description: Intent to Bond Resolution (Highland Corp)

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution

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

Summary: This resolution establishes the Council’s intent to issue a bond for the Highland Corp. (Northridge Estates 5th Addition) project, and allows the Council to expend funds in anticipation of issuing that bond.

Due to the timing, this Resolution is recommended as the Developer has good weather and can get a lot of work done before winter. This may not be necessary depending upon timing, but it is very possible major improvements, shy of street paving, could be completed prior to shutting down for the winter.

Recommendation: Approval is recommended.

The City of Monticello, Iowa

RESOLUTION # 2024-

Related to the financing of a project proposed to be undertaken by the City of Monticello, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code

BE IT RESOLVED by the City Council (the “Council”) of the City of Monticello, Iowa (the “City”), as follows:

Section 1. Recitals:

(a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the “Regulations”) dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance.

(b) The Regulations generally require that the City make a prior declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued borrowing and that the borrowing occur and the reimbursement allocation be made from the proceeds of such borrowing within a certain period after the payment of the expenditure or the date the project is placed in service; and

(c) The City desires to comply with requirements of the Regulations with respect to the project hereinafter identified.

Section 2. Declaration of Intent:

(a) The City proposes to undertake the following project and to make original expenditures with respect thereto prior to the issuance of bonds, notes or other obligations (the “Bonds”) and reasonably expects to issue the Bonds for such project in the maximum principal amount shown below:

<u>Project</u>	<u>Maximum Amount of Bond Expected to be Issued</u>
Northridge Development Project	\$ 400,000.00

Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds or (ii) expenditures made not earlier than sixty days prior to the date of this Resolution or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the project have heretofore been made by the City for which the City will seek reimbursement from the proceeds of the Bonds.

(b) This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 3. Budgetary Matters.

As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the project, other than pursuant to the issuance of the Bonds. The City may choose to cover preliminary expenses related to this project from cash on hand, as a loan to the project, to be repaid from bond proceeds, as previously noted, or to be repaid from Tax Increment Financing funds on hand or yet to be collected. This resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 4. Reimbursement Allocations.

The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the Bonds from any restriction under the bond resolution or other relevant legal documents for the Bonds, and under any applicable state statute, which would apply to the unspent proceeds of the Bonds.

Section 5. Repealer.

All resolutions, parts of resolutions, or actions of the Council in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved the 21st day of October, 2024

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

The City of Monticello, Iowa

RESOLUTION #2023-96

Related to the financing of a project proposed to be undertaken by the City of Monticello, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code

BE IT RESOLVED by the City Council (the “Council”) of the City of Monticello, Iowa (the “City”), as follows:

Section 1. Recitals:

(a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the “Regulations”) dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance.

(b) The Regulations generally require that the City make a prior declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued borrowing and that the borrowing occur and the reimbursement allocation be made from the proceeds of such borrowing within a certain period after the payment of the expenditure or the date the project is placed in service; and

(c) The City desires to comply with requirements of the Regulations with respect to the project hereinafter identified.

Section 2. Declaration of Intent:

(a) The City proposes to undertake the following project and to make original expenditures with respect thereto prior to the issuance of bonds, notes or other obligations (the “Bonds”) and reasonably expects to issue the Bonds for such project in the maximum principal amount shown below:

<u>Project</u>	<u>Maximum Amount of Bond Expected to be Issued</u>
Highland Corp Northridge Estates 5 th Addition	\$ 400,000.00

Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds or (ii) expenditures made not earlier than sixty days prior to the date of this Resolution or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the project have heretofore been made by the City for which the City will seek reimbursement from the proceeds of the Bonds.

(b) This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 3. Budgetary Matters.

As of the date hereof, there are no City funds reserved, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the project, other than pursuant to the issuance of the Bonds. The City may choose to cover preliminary expenses related to this project from cash on hand, as a loan to the project, to be repaid from bond proceeds, as previously noted, or to be repaid from Tax Increment Financing funds on hand or yet to be collected. This resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 4. Reimbursement Allocations.

The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the Bonds from any restriction under the bond resolution or other relevant legal documents for the Bonds, and under any applicable state statute, which would apply to the unspent proceeds of the Bonds.

Section 5. Repealer.

All resolutions, parts of resolutions, or actions of the Council in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved the 21st day of October, 2024

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

October 17, 2024

Item # 8

Via Email

Sally Hinrichsen
City Clerk/City Hall
Monticello, Iowa

Re: General Obligation Corporate Purpose Loan Agreement
Our File: 435926-40

Dear Sally:

We have prepared and attach proceedings to be used at the October 21, 2024 City Council meeting to set November 4, 2024 as the date for a hearing on the proposal to enter into the General Obligation Corporate Purpose Loan Agreement, (the “Loan Agreement”).

The documents attached include the following items:

1. Resolution fixing the date, time and place of the meeting at which it is proposed to hold the hearing and take action to enter into the Loan Agreement. The form of notice of hearing is set out in Section 2 of the resolution. Please print an extra copy for delivery to the publisher. Please insert the time and place of the hearing in both the resolution and the notice.
2. Attestation Certificate with respect to the validity of the transcript.
3. Organization Certificate.
4. Publication Certificate with respect to publication of the notice, to which must be attached the publisher’s affidavit of publication with the clipping of the notice as published.

The notice of hearing on the Loan Agreement must be published at least once, not less than four (4) and not more than twenty (20) days before the November 4th meeting date set for the hearing, in a legal newspaper which has a general circulation in Monticello. **The last date on which this notice can be effectively published is Thursday, October 31, 2024.**

Please scan and email a copy of the published notice to lemke.susan@dorsey.com as soon as it appears in the newspaper. As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Russ Farnum
PFM Financial Services Inc.
Diana VanVleet

MINUTES TO SET DATE FOR HEARING
ON PROPOSAL TO ENTER INTO A
LOAN AGREEMENT

435926-40

Monticello, Iowa

October 21, 2024

The City Council of the City of Monticello, Iowa, met on October 21, 2024, at _____
o'clock __.m., at the _____, in the City.
The Mayor presided and the roll was called showing the following members of the City Council
present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter
next set out and moved its adoption, seconded by Council Member
_____; and after due consideration thereof by the City Council, the
Mayor put the question upon the adoption of the said resolution and the roll being called, the
following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

•••••

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

Mayor

Attest:

City Clerk

RESOLUTION NO. 2023-12

Resolution setting the date for a public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$400,000

WHEREAS, the City of Monticello (the “City”), in Jones County, State of Iowa, proposes to enter into a General Obligation Corporate Purpose Loan Agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$400,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of (a) constructing street, water system, sanitary sewer system, storm water drainage and side walk improvements; and (b) acquiring and installing street lighting and signage improvements (the “Projects”), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

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

Section 1. The City Council shall meet on November 4, 2024, at the _____, Monticello, Iowa, at _____ o'clock _____.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper with a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$400,000

(GENERAL OBLIGATION)

The City Council of the City of Monticello, Iowa, will meet on November 4, 2024, at the _____, Monticello, Iowa, at _____ o'clock ____m., for the purpose of instituting proceedings and taking action to enter into a Loan Agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$400,000 for the purpose of paying the cost, to that extent, of (a) constructing street, water system, sanitary sewer system, storm water drainage and side walk improvements; and (b) acquiring and installing street lighting and signage improvements.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$62.74, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Monticello, Iowa.

Sally Hinrichsen
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$400,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved October 21, 2024.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
JONES COUNTY
CITY OF MONTICELLO

SS:

I, the undersigned, City Clerk of the City of Monticello, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for additional action on the City's proposal to enter into a certain loan agreement, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

ORGANIZATION CERTIFICATE

STATE OF IOWA
JONES COUNTY
CITY OF MONTICELLO

SS:

I, the undersigned City Clerk, do hereby certify that the City of Monticello is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

- _____, Mayor
- _____, City Administrator
- _____, City Clerk
- _____, Council Member/Mayor Pro Tem
- _____, Council Member
- _____, Council Member
- _____, Council Member
- _____, Council Member
- _____, Council Member

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher’s affidavit and have verified that the notice was published on the date indicated in the affidavit but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
JONES COUNTY
CITY OF MONTICELLO

SS:

I, the undersigned, City Clerk of the City of Monticello, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into a certain loan agreement, the notice, of which the printed slip attached to the publisher’s affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

(Attach here the publisher’s original affidavit with the clipping of the notice, as published.)

City Council Meeting
Prep. Date: 10/15/2024
Preparer: Russell Farnum



Agenda Item: # 9
Agenda Date: 10/21/2024

Communication Page

Agenda Items Description: Approve Internal Loan for Highland Corp. TIF Project (Northridge Estates 5th Addition)

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution

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

Summary: The project is hoping to be underway within a week but the City still has to follow procedures to issue and sell a bond, which will go into November.

This allows the City to make payments on the project prior to funding the bond, if necessary. When the bond is funded, the temporary loan will be paid back promptly. The timeframe is really a matter of 2-4 weeks.

This may not be necessary depending upon timing, but weather has been good to get the project going and it is very possible major improvements, shy of street paving, could be completed prior to shutting down for the winter. This is generally good practice to take advantage of the weather.

Recommendation: Approval is recommended.

The City of Monticello, Iowa

RESOLUTION

Approving internal loan from Sewer Operating Fund to TIF Project Fund

WHEREAS, Council directed staff to negotiate with Highland Corp with respect to the construction of a 12-lot single family home subdivision, also known as Northridge Estates 5th Addition and agree to doing an internal loan to cover cost until reimbursed with Bond funding, and

WHEREAS, From a bookkeeping and accounting standpoint, it is necessary to transfer money to the TIF Project fund to zero them out at the end of each the fiscal year with an amount not to exceed \$359,000 to be transferred to the TIF Project fund, said transfers to be made from the Sewer Operating fund, with those funds to paid back as soon as possible, anticipating the repayment of the loan to the Sewer Operating fund within the course of not more than two years, from TIF Revenue bond proceeds and/or TIF revenues, and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the internal loan as explained above, to the TIF Project from the Sewer Operating fund, in the amount not to exceed \$359,000.00. These funds to be paid back over the course of not more than two years. The City Clerk/Treasurer is directed to account for and oversee the repayment of these loans.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and casued the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 21st day of October, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: October 16, 2024
Preparer: Nick Kahler



Agenda Item: # 10
Agenda Date: October 21, 2024

Communication Page

Agenda Items Description: Approval of Kluesner crack fill bid

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Crack fill bid for 2024

Background Information: Every year we find the streets that need joints and cracks filled. Crack filling the streets keeps the water from going down into the street and freezing causing bigger holes and issues later. This years crack fill total is \$34,404.17

Staff Recommendation: I recommend the approval of the Kluesner crack fill bid

The City of Monticello, Iowa

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

RESOLUTION #2024-__

Approving contracting with Kluesner to complete FY25 Crack Sealing

WHEREAS, The City of Monticello sought a proposal from Kluesner to crackseal various streets and locations in the community, and

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

WHEREAS, The Council finds the hiring of Kluesner to perform the sealcoating projects proposed to be appropriate, with the proposed estimated cost being \$72,509.75 and directs the PW Director to accept the proposals of LL Pelling Co and to schedule these projects for completion, and,

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 21st day of October, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



1007 1st Ave. NW • PO Box 355
 Farley, IA 52046
 (563) 744-3422 Fax (563) 744-3146
 Fed ID # 42-1463491
 office@kluesnerconstruction.com

PROPOSAL

DATE	ESTIMATE #
10/3/2024	24839

NAME / ADDRESS	FAX NUMBER	CELL NUMBER	PHONE NUMBER
CITY OF MONTICELLO 200 E FIRST STREET MONTICELLO, IA 52310-1501	319-465-3527	319-821-0488 NICK	319-465-3577
LOCATION			

DESCRIPTION	TOTAL
CRACK AND JOINT SEALING OF CITY STREETS ROUT NEW CRACKS AS NEEDED CLEAN CRACKS AND JOINTS WITH COMPRESSED AIR SEAL CRACKS AND JOINTS WITH D-3405 HOT APPLIED RUBBERIZED SEALANT PREVIOUSLY SEALED CRACKS WILL BE RE-SEALED AS NEEDED	0.00
HILLCREST FROM NORTH BIRCH TO WEST 6TH APPROX. 6425'	4,947.25
SOUTH CEDAR FROM WEST 1ST ST TO SOUTH MAIN ST RANDOM CRACKS ONLY APPROX. 3720'	4,092.00
BUCKEYE FROM SOUTH CEDAR TO SOUTH CHESTNUT APPROX. 3324'	2,559.48
RIVERSIDE GARDENS FROM EAST 3RD TO DIAMOND DR ASPHALT ROADWAY AND PARKIGN AREA APPROX. 2278'	1,754.06
RIVERSIDE COURT FROM EAST 1ST ST TO CUL-DE-SAC DO THE CENTERLINE LONGITUDE SAW JOINT, RANDOM CRACKS, AND ALL OF THE JOINTS IN THE CUL-DE-SAC APPROX. 1702'	1,310.54
OPTION: DO THE REMAINING TWO LONGITUDE JOINTS AND ALL OF THE TRANSVERSE JOINTS MUNICIPAL PARKING LOT ON NORTH CEDAR ST ACROSS THE STREET FROM THE POST OFFICE APPROX. 825'	1,470.70 635.25
LIBRARY PARKING LOT ON EAST GRAND ST RE-SAW ALL OF THE SAW JOINTS TO REMOVE CAULK CLEAN PARKING AREA AND HORSESHOE DRIVE OF OLD DEBRIS AND HAUL AWAY APPROX. 3003'	4,864.86
ALLEY BETWEEN 2ND ST AND 1ST ST, AND SYCAMORE ST AND MAPLE APPROX. 2441'	1,879.57
ALLEY BETWEEN SOUTUH SYCAMORE AND SOUTH CEDAR, AND GRAND ST AND WASHINGTON ST APPROX. 1235' **ALSO SEAM BETWEEN ASPHALT AND CONCRETE	950.95
TOTAL	

PAYMENT DUE UPON COMPLETION OF THE WORK.
 PROPOSAL MAY BE WITHDRAWN BY US IF NOT
 ACCEPTED WITHIN 30 DAYS.

SIGNATURE

PROPOSAL



1007 1st Ave. NW • PO Box 355
 Farley, IA 52046
 (563) 744-3422 Fax (563) 744-3146
 Fed ID # 42-1463491
 office@kluesnerconstruction.com

DATE	ESTIMATE #
10/3/2024	24839

NAME / ADDRESS	FAX NUMBER	CELL NUMBER	PHONE NUMBER
CITY OF MONTICELLO 200 E FIRST STREET MONTICELLO, IA 52310-1501	319-465-3527	319-821-0488 NICK	319-465-3577
	LOCATION		

DESCRIPTION	TOTAL
ALLEY BETWEEN SOUTH MAIN AND SOUTH ELM AND 1ST ST AND GRAND APPROX. 1950'	1,501.50
ALLEY BETWEEN NORTH MAIN AND NORTH ELM, AND 2ND ST AND 1ST ST APPROX. 1537'	1,183.49
OAKLAND CEMETERY ACROSS FROM THE HIGH SCHOOL APPROX. 1260' OF NEW SAW JOINTS THAT NEED TO BE RE-SAWED AND WIDENED	1,575.00
REMAINING CRACKS AND JOINTS ON THE ROADWAY APPROX. 7376'	5,679.52
NOTE: THE CITY WILL SPRAY ALL VEGETATION IN THE CRACK AND JOINTS PRIOR TO US STARTING THE CRACK AND JOINT SEALING PROJECT.	0.00
	0.00
TOTAL	\$34,404.17

Brenda Brunell

SIGNATURE _____

PAYMENT DUE UPON COMPLETION OF THE WORK.
 PROPOSAL MAY BE WITHDRAWN BY US IF NOT
 ACCEPTED WITHIN 30 DAYS.

City Council Meeting
Prep. Date: 10/15/2024
Preparer: Russell Farnum



Agenda Item: # 11
Agenda Date: 10/21/2024

Communication Page

Agenda Items Description: Department of Labor new Fair Labor Standards Rules and impact on certain City positions

Type of Action Requested: Discussion and Possible Motion

Attachments & Enclosures:

HR Legal Update (summary)

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

Summary: In April, the Department of Labor released new rules pertaining to some salaried employees in certain job classifications.

The attached article includes one of the most concise summaries of that new rule that I have found.

This new rulemaking impacts a few City staff positions, but compliance is not as simple as either raising the salary or limiting hours. In the interest of getting the packets out on time, a more detailed analysis will be distributed later.

Recommendation: Council discussion and direction is requested.

Provided by Cottingham & Butler

LEGAL UPDATE

**CARLSON
DETTMANN
CONSULTING**
A Cottingham & Butler Company

HIGHLIGHTS & IMPORTANT DATES

April 23, 2024

The DOL announces a final rule amending the current requirements white-collar employees must satisfy to qualify for FLSA overtime exemptions.

July 1, 2024

The standard salary level for white-collar employees will increase from \$684 to \$844 per week (\$35,568 to \$43,888 per year) and from \$107,432 to \$132,964 per year for highly compensated employees.

Jan. 1, 2025

The standard salary level for white-collar employees will increase from \$844 to \$1,128 per week (\$43,888 to \$58,656 per year) and from \$132,964 to \$151,164 per year for highly compensated employees.

July 1, 2027

The DOL will start automatically updating the standard salary level every three years.

DOL Announces Final Overtime Rule Increasing Salary Levels for White-collar Employees

On April 23, 2024, the U.S. Department of Labor (DOL) announced a final rule to amend current requirements employees in white-collar occupations must satisfy to qualify for an overtime exemption under the Fair Labor Standards Act (FLSA). The final rule will take effect on July 1, 2024.

Increased Salary Level

The FLSA white-collar exemptions apply to individuals in executive, administrative, professional, and some outside sales and computer-related occupations. Some highly compensated employees may also qualify for the FLSA white-collar overtime exemption.

To qualify for this exemption, white-collar employees must satisfy the standard salary level test, among other criteria. This salary level is a wage threshold that white-collar employees must receive to qualify for the exemption.

Starting July 1, 2024, the DOL's final rule increases the standard salary level from:

- \$684 to \$844 per week (\$35,568 to \$43,888 per year); and
- \$107,432 to \$132,964 per year for highly compensated employees.

On Jan. 1, 2025, the standard salary level will then increase from:

- \$844 to \$1,128 per week (\$43,888 to \$58,656 per year); and
- \$132,964 to \$151,164 per year for highly compensated employees.

Automatic Updates

The DOL's final rule also includes mechanisms allowing the agency to automatically update the white-collar salary level thresholds without having to rely on the rulemaking process. Effective July 1, 2027, and every three years thereafter, the DOL will increase the standard salary level. The agency will apply up-to-date wage data to determine new salary levels.

Impact on Employers

The first salary level increase in July is expected to impact nearly 1 million workers, while the second increase in January is expected to affect approximately 3 million workers. Employers should become familiar with the final rule and evaluate what changes they may need to adopt to comply with the rule's requirements. Legal challenges to the rule are anticipated, which may delay the final rule's implementation.

City Council Meeting
Prep. Date: 10/10/2024
Preparer: Sally Hinrichsen



Agenda Item: #
Agenda Date: 10/21/2024

Communication Page

Agenda Items Description: Reports

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Reports / Potential Actions:

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